

DOCKET NO. ROAD DOCKET #7

NUMBER	TERM	YEAR
3	MAY SESSIONS	1960

In Re: Location of Chest Township

Route #409.

VERSUS

IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: :  
Relocation of Chest Township : No. 3 May Sessions, 1960  
Route #409 :  
:

PETITION

TO THE HONORABLE JOHN A. CHERRY, PRESIDENT JUDGE OF SAID COURT:

The Petition of Clair Westover, Wayne Blake and Clair Gallagher, Supervisors of Chest Township, Clearfield County, Pennsylvania, respectfully represents:

(1). By Order of your Honorable Court dated August 29, 1960, there was approved the relocation of a portion of Chest Township Route #409 by agreement with the property owners under the Act of 1933, May 1, P. L. 103, Article 11, Section 115, as amended (53 P. S. 66115).

(2). By Order dated May 13, 1965, your Honorable Court did extend the time for the construction and relocation of such road for an additional three years.

(3). At the time of such extension, the bond of the Benjamin Coal Company, which is to accomplish the relocation of the said road, was increased from \$5,000 to \$28,000.

(4). Work on the premises has now been substantially completed but the construction of the new road has not been finished, and it is the desire of the Supervisors and the Benjamin Coal Company to extend the time period for the construction of the new road for an additional period of one year and to continue the bond of the Benjamin Coal Company in full force and effect.

And they will ever pray.

Clair Westover  
Clair Westover

Clair Gallagher  
Wayne Blake

Wayne Blake  
Clair Gallagher

STATE OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared CLAIR WESTOVER, WAYNE BLAKE and CLAIR GALLAGHER, Supervisors of Chest Township, who, being duly sworn according to law, depose and say that the facts set forth in the foregoing Petition are true and correct to the best of their knowledge, information and belief.

Clair Westover  
Clair Westover

Clair Gallagher  
Wayne Blake

Wayne Blake  
Clair Gallagher

Sworn to and subscribed  
before me this 3 day  
of October, 1968.

Archie Hill

PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1970

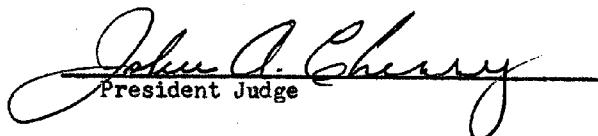
IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: :  
Relocation of Chest Township : No. 3 May Sessions, 1960  
Route #409 :  
:

ORDER OF COURT

NOW, this 7th day of October, 1968, the foregoing Petition of the Supervisors of Chest Township having been presented, and it appearing that the relocation of a portion of Chest Township Route #409 having previously been approved by the Court to the above term and number, the present request of the Supervisors to extend the time for construction and relocation of such road for an additional period of ~~three~~ years is hereby approved upon the condition that the bond of the Benjamin Coal Company in the sum of \$28,000 shall be extended to cover the said ~~one~~ one-year period or until completion of the construction and relocation of the road, whichever shall first occur.

BY THE COURT

  
John J. Cherry  
President Judge

IN THE COURT OF QUARTER SESSIONS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
No. 3 May Sessions, 1960

In Re:

Relocation of Chest Township  
Route #409

PETITION

11/10/69  
P.M.

BELL, SILBERBLATT & SWOOPPE  
ATTORNEYS AT LAW  
CLEARFIELD TRUST CO. BLDG.  
CLEARFIELD, PENNA.

IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENNA.

In Re: RELOCATION OF : No. 3 May Sessions, 1960  
CHEST TOWNSHIP ROUTE #409 :  
:

PETITION

TO THE HONORABLE JOHN A. CHERRY, PRESIDENT JUDGE OF THE  
SAID COURT:

The Petition of David D. O'Shell, Clair Gallagher and  
Edward Spaid, Supervisors of the Township of Chest, County of  
Clearfield, Pennsylvania, respectfully represents:

1. That by order of your Honorable Court dated August  
29, 1960 there was approved the relocation of a portion of Chest  
Township Route #409 by agreement with the property owners under  
the Act of 1933, May 1, P.L. 103, Article 11, section 115, as  
amended (53 P.S. 66115).

2. That in consideration of the right to remove coal  
from under the vacated roadbed, the Benjamin Coal Company agreed,  
by agreement of August 12, 1960, to construct the relocated  
portion of the road without cost to the township, to maintain a  
detour during construction, and to post a \$5,000 bond for the  
protection of the township.

3. That said agreement provided for completion of the  
new road within five years of the date of such agreement.

4. That it is the desire of the Supervisors of Chest  
Township and the Benjamin Coal Company to extend the time period  
for the construction of the new road for an additional three  
years upon the following additional conditions:

(a). That by the end of the second year of such  
extension at least one-half of the new road shall be  
constructed.

(b). That Benjamin shall increase the bond for the protection of the township to a total of \$28,000.00, and shall have the right to substitute a new bond in the total sum of \$28,000 for the present \$5,000 bond.

5. That by reason of Court approval having been obtained for the relocation, the parties petition the Court for approval of the extension of time for the construction of the relocated road.

And they will ever pray.

✓ David D. O'Shell  
✓ Gladis Gallagher  
✓ Edward O'Farrell

Supervisors of Chest Township

STATE OF PENNSYLVANIA

:

SS:

COUNTY OF CLEARFIELD

:

Before me, the undersigned officer, personally appeared DAVID D. O'SHELL, CLAIR GALLAGHER and EDWARD SPAID, Supervisors of Chest Township, who, being duly sworn according to law, depose and say that the facts set forth in the foregoing Petition are true and correct to the best of their knowledge, information and belief.

David D. O'Shell  
Clair Gallagher  
Edward Spaid

Subscribed and sworn to before me

this 13 day of May, 1965.

MY COMMISSION ENDS FEB 68

Carl F. Dutra

IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENNA.

In Re: RELOCATION OF :  
CHEST TOWNSHIP ROUTE #409 : No. 3 May Sessions, 1960

ORDER OF COURT

NOW, this 27th day of May, 1965, the foregoing Petition by the Supervisors of Chest Township having been presented and it appearing that relocation of a portion of Chest Township Route #409 having been previously approved by this Court to the above term and number, the request of the Supervisors to extend the time for the construction of the relocated road for an additional period of three years is hereby approved upon the terms set forth in the petition.

By the Court,

John J. Cherry  
P. J.

AGREEMENT

THIS AGREEMENT, made and entered into the 13<sup>th</sup> day of May, 1965, between the BOARD OF SUPERVISORS OF CHEST TOWNSHIP, Clearfield County, Pennsylvania, party of the first part;

A  
N  
D

BENJAMIN COAL COMPANY, a corporation, with offices at LaJose, Clearfield County, Pennsylvania, party of the second part.

WHEREAS, the party of the first part and party of the second part entered into an agreement dated August 12, 1960 for the relocation of a certain portion of Chest Township Route #409 crossing the properties of Joel McGarvey and Jean McGarvey, his wife, of LaJose, R.D., Pennsylvania; O. A. McGarvey, widower, of Irvona, Pennsylvania; A. D. McGarvey and Viola McGarvey, his wife, of Patton, Pennsylvania; Ray Cummings and Lucy Cummings, his wife, of Mahaffey, Pennsylvania; and Sherman Westover and Ella Westover, his wife, of Westover, Pennsylvania, in accordance with a map filed in the Court of Quarter Sessions of Clearfield County, Pennsylvania, to No. 3 May Sessions, 1960; and

WHEREAS, it is the desire of the parties to extend the time for construction of said relocated road by the Benjamin Coal Company for a period of three years and it is hereby agreed as follows:

1. Upon approval of such extension by the Court of Quarter Sessions of Clearfield County the agreement between the parties hereto dated August 12, 1960 shall be extended for a period of three years.

2. That at least one-half of the new road shall be constructed by the end of the second year of such extension.

3. That the bond furnished by the Benjamin Coal Company for the protection of the township shall be increased to a total of \$28,000.00 with the Benjamin Coal Company to have the option of furnishing a new bond in such amount to replace the \$5,000 bond previously posted.

4. That the agreement of August 12, 1960 between the parties hereto is hereby expressly ratified in all respects, with the changes hereinbefore set forth.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in proper form the day and year first above written, intending to be legally bound thereby.

Witness:

John A. Ziegler (SEAL)

David R. Dillell (SEAL)

Elaine Holloman (SEAL)

Supervisors of Chest Township

Attest:

BENJAMIN COAL COMPANY

By

Jane D. Mahaffy David J. Benjamin

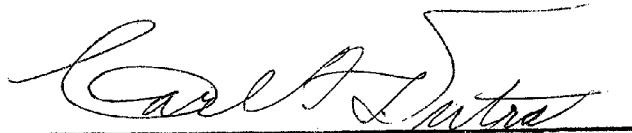
STATE OF PENNSYLVANIA :

SS:

COUNTY OF CLEARFIELD :

On this, the 13<sup>th</sup> day of May, 1965, personally appeared before me, the undersigned officer, DAVID D. O'SHELL, CLAIR GALLAGHER and EDWARD SPAID, Supervisors of Chest Township, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.



NOTICE OF THE PLEAS

MY COMMISSION EXPIRES FIRST  
MONDAY IN JANUARY 1968

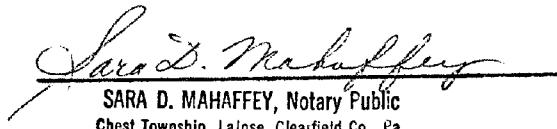
STATE OF PENNSYLVANIA :

SS:

COUNTY OF CLEARFIELD :

On this, the 13<sup>th</sup> day of May, 1965, personally appeared before me, the undersigned officer David J. Benjamin who acknowledged himself to be the President of the Benjamin Coal Company, and that as such officer, being authorized to do so, executed the foregoing Agreement for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.



SARA D. MAHAFFEY, Notary Public  
Chest Township, Lajose, Clearfield Co., Pa.  
My Commission expires July 8, 1968

IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENNA.

In Re: RELOCATION OF :  
CHEST TOWNSHIP ROUTE #409 :  
:

B O N D

WHEREAS, the Supervisors of Chest Township, Clearfield County, Pennsylvania have by agreement dated the 12th day of August, 1960, and agreement dated the 13<sup>th</sup> day of May, 1965, covenanted and agreed with the Benjamin Coal Company for the removal and relocation of a portion of Township Route #409, located on the properties known as the Joel McGarvey and Jean McGarvey, O. A. McGarvey, A. D. McGarvey and Viola McGarvey, Ray Cummings and Lucy Cummings, and Sherman Westover and Ella Westover tracts situate in Chest Township, Clearfield County, Pennsylvania; and

WHEREAS, the Benjamin Coal Company did, by such agreements, covenant and agree to relocate the said portion of Township Route #409 as shown on the map attached thereto and made a part thereof, and maintain a detour suitable and adequate for public passage during the operations under said Agreements; and

WHEREAS, it is provided in said agreements that the Benjamin Coal Company shall furnish to the Supervisors of Chest Township, Clearfield County, Pennsylvania, a Bond for the faithful performance of said Agreements.

NOW, THEREFORE, the Benjamin Coal Company does hereby obligate and bind itself unto the Supervisors of Chest Township, Clearfield County, Pennsylvania, in the sum of \$28,000.00 for the faithful performance of the obligation under said agreements bearing date the 12th day of August, 1960 and agreement dated the 13<sup>th</sup> day of May, 1965, which agreements this bond shall accompany.

The conditions of this bond further being that the Benjamin Coal Company shall indemnify and save harmless the Supervisors of Chest Township, Clearfield County, Pennsylvania from any claim or claims of damages which may arise by reason of the operations of the Benjamin Coal Company under the Agreements dated the 12th day of August, 1960 and agreement dated the 13<sup>th</sup> day of May, 1965, and the Benjamin Coal Company shall actively defend any suit filed against the Supervisors of Chest Township by reason of said operations. It being agreed that if the terms and conditions of the agreements of August 12, 1960 and agreement dated the 13<sup>th</sup> day of May, 1965 are faithfully kept and performed by the Benjamin Coal Company and the Benjamin Coal Company shall faithfully indemnify and defend the Supervisors of Chest Township from any and all claims and suits brought by reason of the operations of the Benjamin Coal Company under said agreements, then this agreement shall be null and void and of no force and effect otherwise this bond shall be the obligation of the Benjamin Coal Company.

In the event that the covenants and conditions of the Agreement of August 12, 1960 and agreement dated the 13<sup>th</sup> day of May, 1965 between the Benjamin Coal Company and the Supervisors of Chest Township, which agreements are incorporated herein by reference, are not faithfully kept and performed, and in the event that the Benjamin Coal Company does not indemnify, protect and defend any and all claims arising against the Supervisors of Chest Township by reason of the operations of the Benjamin Coal Company under said agreements, the Benjamin Coal Company and Surety, hereby authorize any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere to appear for them, the said Benjamin Coal Company and Surety, and confess judgment against

them and in favor of the Supervisors of Chest Township, Clearfield County, Pennsylvania, in the sum of \$28,000.00 with attorney's commission of ten (10%) percent and release of all errors and waiver of inquisition.

IN WITNESS WHEREOF, the Benjamin Coal Company has caused this Agreement to be executed and attested this 13<sup>th</sup> day of May, 1965.

ATTEST:

Sam S. Maloffey

benjamin coal company  
By David J. Benjamin

Witness:

John R. Shulkin

CONTINENTAL CASUALTY COMPANY

By: Mary E. Godfrey  
Mary E. Godfrey-Attorney-in-Fact



# CONTINENTAL CASUALTY COMPANY

Chicago, Illinois

AN ILLINOIS CORPORATION

## Power of Attorney Appointing Individual Attorney-in-Fact.

Know All Men by these Presents, That CONTINENTAL CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint..... MARY E. GODFREY

of..... PHILADELPHIA, PENNSYLVANIA.....

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature as follows:

.....Any and all Surety Bonds in penalty not exceeding One Hundred Thousand Dollars.....  
.....(\$100,000.00).....each.....

and to bind CONTINENTAL CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of CONTINENTAL CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The President or a Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 3rd day of April, 1957.

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, CONTINENTAL CASUALTY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this .....29th day of .....January....., 19.65.

CONTINENTAL CASUALTY COMPANY



Vice President.

State of Illinois }  
County of Cook }ss

On this.....29th.....day of.....January....., 19.65., before me personally came A. J. REID to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Vice-President of CONTINENTAL CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



S. Nelson

Notary Public.

My Commission Expires August 27, 1967

### CERTIFICATE

I, R. J. WALKER, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 3 of Article IX of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this .....13th.....day of.....May....., 19.65.



R. Walker  
Assistant Secretary.

Form S. D. 3A (Rev. 2-15-62)

IN THE COURT OF QUARTER  
SESSIONS OF CLEARFIELD CO.,  
PENNA. NO. 3 May Sessions,  
1960

IN RE: RELOCATION OF  
CHEST TOWNSHIP ROUTE

#409

PETITION  
ORDER OF COURT

11-3-1960  
CARL E. WALKER  
PROTHONOTARY

BELL, SILBERBLATT & SWOOPPE  
ATTORNEYS AT LAW  
CLEARFIELD TRUST CO. BLDG.  
CLEARFIELD, PENNA.

IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: Relocation of Chest Township Route #409 :

TO THE HONORABLE JOHN J. PENTZ, PRESIDENT JUDGE OF SAID COURT:

The petition of Everett Morrison, Edward Spaid and Ashley Brink, Supervisors of the Township of Chest, County of Clearfield, Pennsylvania, respectfully represents:

(1). That the Supervisors above named are desirous of relocating that portion of Chest Township Route #409 located on the property of Joel McGarvey and Jean McGarvey, his wife; O. A. McGarvey, widower; A. D. McGarvey and Viola McGarvey, his wife; Ray Cummings and Lucy Cummings, his wife; and Ella Westover, widow of Sherman Westover, as shown on the map attached hereto.

(2). That the said relocation of Township Route #409 will eliminate a curve and provide a grade of not greater than 6% on said road for the benefit of the traveling public.

(3). That during said relocation, a detour will be opened and maintained for public traffic.

(4). That upon completion of the construction of the relocated road, it is the desire of the Supervisors that the right-of-way of the present road not used, as shown on the map attached hereto, be vacated and abandoned to the owners of the property through which the same passes.

(5). That the present right-of-way of Township Route #409 and the right-of-way of Township Route #409 as relocated will lie wholly within the properties set forth in Paragraph 1 hereof.

(6). That attached hereto are copies of Agreements between the Supervisors and the owners of the properties upon which the relocation will take place, as well as copies of the Agreement between the Supervisors and the parties who will do the actual relocation and construction of the road.

(7). That the relocation of said road will be accomplished without cost to Chest Township, and the parties relocating the road have entered into an Agreement with your petitioners for the relocation of the road without cost to Chest Township and have entered into a Bond in the sum of \$5,000.00 for the faithful performance of the relocation and construction of the said road as shown on the map attached hereto.

(8). That your petitioners aver that the said relocation is necessary and will be for the benefit of the Township and the residents thereof, as well as the traveling public.

(9). That your petitioners further aver that the said relocation and the map attached hereto have been submitted to the Pennsylvania Department of Highways and approved by the said Department.

WHEREFORE, your petitioners pray your Honorable Court that an Order be made approving such relocation and vacation of the unused portion of the old right-of-way without the formality of a view in accordance with the Act of May 1, 1933, P. L. 103, Article XI, Section 1115, as amended (53 P. S. 66115).

And they will ever pray.

George Brink

Everett Marzim

Edward D. Pace

Supervisors of Chest Township

STATE OF PENNSYLVANIA : : SS.  
COUNTY OF CLEARFIELD : :

Before me, the undersigned officer, personally appeared EVERETT MORRISON, EDWARD SPAID and ASHLEY BRINK, Supervisors of Chest Township, who, being duly sworn according to law, depose and say that the facts set forth in the foregoing Petition are true and correct to the best of their knowledge, information and belief.

Ashley Brink  
Everett Morrison  
Edward Spaid

Sworn to and subscribed  
before me this 12 day  
of AUGUST , 1960.

George M. Gallenert

My Commission Expires Jan. 3, 1966

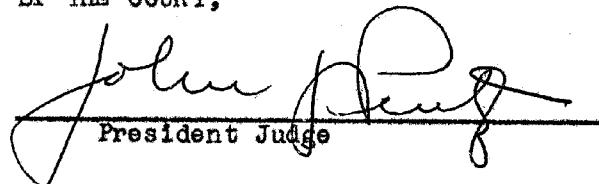
IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: Relocation of Chest :  
Township Route #409 :

ORDER OF COURT

NOW, this 29 day of Aug. 1960, the foregoing Petition by the Supervisors of Chest Township having been presented and it appearing that the facts therein set forth are true and correct, and it further appearing that the proposed relocation of Township Route #409 will be a benefit to the Township and the traveling public, and it further appearing that the same has been approved by the Commonwealth of Pennsylvania, Department of Highways, and it further appearing that the Township will incur no cost of any kind or damages of any kind in the relocation of the same; NOW, THEREFORE, IT IS ORDERED that the relocated road shall be the new road and the relocation of the same is approved in accordance with the map or draft attached to the Petition, and upon completion of said relocation the unused portion of the present right-of-way shall be vacated and revert to the property owners.

BY THE COURT,

  
\_\_\_\_\_  
John D. Peutz  
President Judge

AGREEMENT

THIS AGREEMENT Made and entered into this 12 day of  
August, 1960, between the Board of Supervisors of Chest  
Township, Clearfield County, Pennsylvania, party of the first part;

A  
N  
D

BENJAMIN COAL COMPANY, a partnership with offices at LaJose,  
Clearfield County, Pennsylvania, party of the second part.

WITNESSETH:

WHEREAS, the party of the second part is the Lessee of  
the surface and coal of certain tracts of land situate in Chest  
Township, Clearfield County, Pennsylvania, owned by Joel McGarvey  
and Jean McGarvey, his wife, of LaJose R. D., Pennsylvania; O. A.  
McGarvey, widower, of Irvona, Pennsylvania; A. D. McGarvey and  
Viola McGarvey, his wife, of Patton, Pennsylvania; Ray Cummings and  
Lucy Cummings, his wife, of Mahaffey, Pennsylvania; and Sherman  
Westover and Ella Westover, his wife, of Westover, Pennsylvania,  
and

WHEREAS, Chest Township Route #409 crosses the properties  
of the said Lessors situate in Chest Township, Clearfield County,  
Pennsylvania, as shown on the map attached hereto and made a part  
hereof, which said road and its supervision, location and main-  
tenance are under the jurisdiction of the party of the first part,  
and

WHEREAS, it is the desire of the party of the second part,  
under its lease, to remove the overburden and mine the coal from  
that part of the leased lands occupied by the said Township Route  
#409, to which the Lessors have consented, subject to the approval  
thereof by the party of the first part, and

WHEREAS, the party of the first part is agreeable to the  
removal of the overburden and the mining of coal therefrom,

provided the party of the second part agrees, at its own cost and expense, to relocate said Township Route #409 as shown on the map attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is understood and agreed as follows:

(1). The party of the first part agrees that the party of the second part shall have the right, by the use of earth removing equipment, to remove the overburden and mine coal from that portion of the premises known as the Joel McGarvey and Jean McGarvey, O. A. McGarvey, A. D. McGarvey and Viola McGarvey, Ray Cummings and Lucy Cummings, and Sherman Westover and Ella Westover tracts traversed by Township Route #409 as shown on the map attached hereto and made a part hereof.

(2). The party of the second part, in consideration of the permission granted it in the preceding paragraph hereof and the benefits derived by it from the additional work afforded thereby, agrees, upon completion of mining operations on the said tracts, to relocate the said Township Route #409 in the location and of the width and length shown on the map attached hereto and made a part hereof, and that during the mining operations a detour shall be maintained, ~~XXXXXXXXXXXXXX~~ in a condition fit for public travel, and to use its own labor, materials and equipment in the doing of the aforesaid work.

(3). The party of the second part further agrees that in the constructing of Township Route #409 in its new location, road-beds shall be constructed in as good or better condition than that presently existing, and to construct ditches on each side of the road where necessary to drain the same or otherwise provide for the drainage of said road.

(4). The party of the second part agrees that the relocation of the said Township Route #409 and all labor, materials and machinery employed in its relocation shall be without expense to the party of the first part and further agrees that upon failure of the second party to relocate the said road as agreed, the party of the second part shall pay to the party of the first part such sum, not to exceed \$5,000, as shall be the actual cost of conforming the relocated road to this agreement and map and thereupon be released from further liability hereunder.

(5). The party of the first part agrees that the obligation of the party of the second part to relocate said Township Route #409 upon completion of operations on the said tracts shall be excused during such periods of time as the party of the second part may be prevented from doing the work due to adverse weather conditions, machinery or equipment breakdown, strikes or other causes beyond their control.

(6). This Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns, and those claiming under them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in proper form the day and year first above written, intending to be legally bound thereby.

*It is further agreed that the party of the second part will complete the new road within five years*  
WITNESS: of the date of this agreement. D. B. S. *S. S.*

Arthur Morris as Day Russell (SEAL)

Everett Morris (SEAL)

Edgar D. Cook (SEAL)

Supervisors of Chest Township

ATTEST:

BENJAMIN COAL COMPANY  
By

Arthur Morris

David Benjamin

STATE OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

On this, the 12 day of AUGUST, 1960, personally appeared before me, the undersigned officer, EVERETT MORRISON, EDWARD SPAID and ASHLEY BRINK, Supervisors of Chest Township, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.

George W. Lalllement

My Commission Expires Jan. 3, 1965

STATE OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

On this, the 12 day of AUGUST, 1960, personally appeared before me, the undersigned officer, DAVID J. BENJAMIN who acknowledged himself to be the GENERAL MANAGER of the Benjamin AND PARTNER Coal Company, and that as such officer being authorized to do so, executed the foregoing Agreement for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.

George W. Lalllement

My Commission Expires Jan. 3, 1966

BOND COVERING AGREEMENT TO  
REMOVE AND RELOCATE A SECTION  
OF ROUTE #409 IN CHEST TOWNSHIP,  
CLEARFIELD COUNTY, PENNSYLVANIA

WHEREAS, the Supervisors of Chest Township, Clearfield County, Pennsylvania, have by Agreement dated the 12th day of August, 1960, covenanted and agreed with the Benjamin Coal Company for the removal and relocation of a portion of Township Route #409, located on the properties known as the Joel McGarvey and Jean McGarvey, O. A. McGarvey, A. D. McGarvey, and Viola McGarvey, Ray Cummings and Lucy Cummings, and Sherman Westover and Ella Westover tracts situate in Chest Township, Clearfield County, Pennsylvania, and

WHEREAS, the Benjamin Coal Company did, by such Agreement, covenant and agree to relocate the said portion of Township Route #409, as shown on the map attached hereto and made a part hereof, and maintain a detour suitable and adequate for public passage during the operations under said Agreement, and

WHEREAS, it is provided in said Agreement that the Benjamin Coal Company shall furnish to the Supervisors of Chest Township, Clearfield County, Pennsylvania, a Bond for the faithful performance of said Agreement.

NOW, THEREFORE, the Benjamin Coal Company, as principal, and American Casualty Co. of Reading, a corporation of the State of Pennsylvania, licensed to do business in the State of Pennsylvania with its principal place of business in Pennsylvania at 424 Washington St., Reading, Pa., as surety, are held and firmly bound unto the Supervisors of Chest Township, Clearfield County, Pennsylvania, in the sum of \$5,000.00 for the faithful performance of the obligation under said Agreement bearing date the 12th day of August, 1960, which Agreement this Bond shall accompany.

The condition of this Bond further being that the above bounden principal shall indemnify and save harmless the Supervisors of Chest Township, Clearfield County, Pennsylvania, from any claim or claims of damages which may arise by reason of the operations of the said principal under the Agreement dated the 12th day of August, 1960, and the said principal shall actively defend any suit filed against the Supervisors of Chest Township by reason of said operations.

It being agreed that if the terms and conditions of the Agreement of August 12th, 1960 are faithfully kept and performed by the principal and the principal shall faithfully indemnify and defend the Supervisors of Chest Township from any and all claims and suits brought by reason of the operations of the principal under said Agreement, then this Agreement shall be null and void and of no force and effect, otherwise this Bond shall remain in full force and effect.

In the event that the covenants and conditions of the Agreement of August 12th, 1960, between the said principal and the Supervisors of Chest Township, which Agreement is incorporated herein by reference, are not faithfully kept and performed, and in the event that the said principal does not indemnify, protect and defend any and all claims arising against the Supervisors of Chest Township by reason of the operations of the principal under said Agreement, the principal hereby authorizes any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere to appear for it, the said principal, and confess judgment against it and in favor of the Supervisors of Chest Township, Clearfield County, Pennsylvania, in the sum of \$5,000.00 with attorney's commission of ten (10%) percent and release of all errors and waiver of inquisition.

Signed, sealed and delivered this 12th day of August, 1960.

ATTEST:

*Arthur Morris*

Principal Benjamin Coal Company

By David B. Benjamin Partner  
AMERICAN CASUALTY COMPANY  
SURETY OF READING, PENNSYLVANIA

By Albert M. Hopkins  
ATTORNEY-IN-FACT

ATTEST:

*Wise W. Goldsmith*



CERTIFIED COPY

NO. 7694

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania Corporation, having its principal office in the City of Reading, County of Berks, Commonwealth of Pennsylvania, pursuant to the following By-Law, adopted by the stockholders of the said Company on November 21st, 1950, to wit:

"Article VI—Section 2. Powers of Attorney—The President, or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on the behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other written obligatory in the nature thereof, and they may, at any time, revoke the authority of any such Attorneys-in-Fact."

does hereby constitute and appoint ALBERT MARGOLIES, of Scranton, Pennsylvania

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS

and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

ALL AUTHORITY HEREBY CONFERRED SHALL EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT OF Indefinite  
IN WITNESS WHEREOF, the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA has caused these presents to be signed and its corporate seal to be affixed by its authorized officer this 14th day of February, 1957

(CORPORATE SEAL)

F. O. BEATTIE

Vice-President

COMMONWEALTH OF PENNSYLVANIA, { SS:  
COUNTY OF BERKS,

On this 14th day of February, 1957, before me came the individual, to me personally known, who executed the preceding instrument, and being by me duly sworn, said that he is the therein described and authorized officer of the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA; that the seal affixed to said instrument is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed by the authority and direction of the said Corporation, and that Article VI, Section 2, of the By-Laws, of said Company, referred to in the preceding instrument, is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal at the City of Reading, the day and year first above written.

My commission expires March 23rd, 1957.

R. C. Pahl

Notary Public

COMMONWEALTH OF PENNSYLVANIA, { SS:  
COUNTY OF BERKS,

(NOTARIAL SEAL AFFIXED)

I, W. E. Guerin, Assistant Secretary of the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, do hereby certify that the foregoing is a true and correct copy of Power of Attorney issued by said American Casualty Company of Reading, Pennsylvania, and that I have compared same with the ORIGINAL on file in the Home Office of said Company, and that it is a correct transcript thereof and of the whole of the said original, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Company at the City of Reading, Pennsylvania, this 12th day of August, 1960.

  
Assistant Secretary.



**BOND**

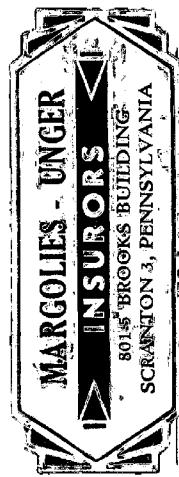
No. 392504

on Behalf of

Benjamin Coal Company

in Favor of

Chest Township, Clearfield County, Pa.



AGREEMENT

THIS AGREEMENT Made and entered into this 12 day of AUGUST, 1960, between the Board of Supervisors of Chest Township, Clearfield County, Pennsylvania, party of the first part;

A  
N  
D

JOEL McGARVEY and JEAN McGARVEY, his wife, of Lajose R. D., Pennsylvania; O. A. McGARVEY, widower, of Irvona, Pennsylvania; A. D. McGARVEY and VIOLA McGARVEY, his wife, of Patton, Pennsylvania; RAY CUMMINGS and LUCY CUMMINGS, his wife, of Mahaffey, Pennsylvania; and ELLA WESTOVER, widow of Sherman Westover, of Westover, Pennsylvania, parties of the second part.

WITNESSETH:

WHEREAS, the parties of the second part are the owners in fee of lands in Chest Township, Clearfield County, Pennsylvania, and

WHEREAS, Chest Township Route #409 crosses the properties of the parties of the second part situate in Chest Township, Clearfield County, Pennsylvania, as shown on the map attached hereto and made a part hereof, and

WHEREAS, Chest Township Route #409 and its supervision, location and maintenance is under the jurisdiction of the party of the first part, and

WHEREAS, the party of the first part desires to relocate the section of the said Township Route #409 which is wholly within and upon the properties of the parties of the second part, and

WHEREAS, the proposed new location of the said section of Township Route #409 is wholly within and upon the properties of the parties of the second part.

NOW, THEREFORE, it is agreed as follows:

(1). The parties of the second part hereby agree that the party of the first part shall have the right to relocate the

section of Chest Township Route #409 which crosses the properties of the parties of the second part, and that the relocation of the said section of Township Route #409 may be made by the party of the first part, or those acting in behalf of the party of the first part, as shown on the map attached hereto and made a part hereof.

(2). The party of the first part hereby agrees that the section of Township Route #409 which crosses the properties of the parties of the second part, as shown on the map attached hereto and made a part hereof, shall be relocated as set forth on said map and upon completion of the relocation, the unused portion of the present right-of-way shall be vacated.

(3). The parties of the second part hereby agree that in consideration of the benefits which the parties of the second part will receive from the relocation of the said section of Township Route #409, as shown on the map attached hereto and made a part hereof, the parties of the second part do hereby grant unto the party of the first part the right-of-way for the relocation of Township Route #409, as shown on the map attached hereto and made a part hereof, and the parties of the second part will make no claim against the party of the first part for any damage to the properties of the parties of the second part by reason of the relocation of the said section of Township Route #409.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in proper form the day and year first above written, intending to be legally bound thereby.

WITNESS:

Arthur Morris

Wiley French (SEAL)

Everett Morris (SEAL)

Edward Spain (SEAL)

Supervisors of Chest Township

Father Morris

Joel McGarvey

(SEAL)

Jean McGarvey

(SEAL)

Father Morris

O. A. McGarvey

(SEAL)

Father Morris

A. D. McGarvey

(SEAL)

Father Morris

Ray Cummings

(SEAL)

Lucy Cummings

(SEAL)

Father Morris

Ella Westover

(SEAL)

STATE OF PENNSYLVANIA : : SS.  
COUNTY OF CLEARFIELD : :

On this, the 12 day of AUGUST, 1960, personally appeared before me, the undersigned officer, EVERETT MORRISON, EDWARD SPAID and ASHLEY BRINK, Supervisors of Chest Township, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.

George D. Gallenbeck

My Commission Expires Jan. 3, 1965

STATE OF PENNSYLVANIA : : SS.  
COUNTY OF CLEARFIELD :

On this, the 12 day of August, 1960, personally appeared before me, the undersigned officer, JOEL McGARVEY and JEAN McGARVEY, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.

George W. Gallenert

My Commission Expires Jan. 3, 1966

STATE OF PENNSYLVANIA : : SS.  
COUNTY OF CLEARFIELD :

On this, the 12 day of August, 1960, personally appeared before me, the undersigned officer, O. A. McGARVEY, widower, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.

George W. Gallenert

My Commission Expires Jan. 3, 1966

STATE OF PENNSYLVANIA : : SS.  
COUNTY OF CLEARFIELD :

On this, the 12 day of AUGUST, 1960, personally appeared before me, the undersigned officer, A. D. McGARVEY and VIOLA McGARVEY, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.

George St. Gallenent

My Commission Expires Jan. 3, 1966

STATE OF PENNSYLVANIA : : SS.  
COUNTY OF CLEARFIELD :

On this, the 12 day of AUGUST, 1960, personally appeared before me, the undersigned officer, RAY CUMMINGS and LUCY CUMMINGS, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.

George St. Gallenent

My Commission Expires Jan. 3, 1966

STATE OF PENNSYLVANIA : : SS.  
COUNTY OF CLEARFIELD : :

On this, the 12 day of AUGUST, 1960, personally appeared before me, the undersigned officer, ELLA WESTOVER, widow of Sherman Westover, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.

George W. Galloway

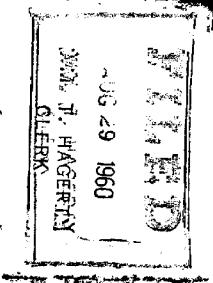
My Commission Expires Jan. 3, 1966

#3 May 1960  
IN THE COURT OF QUARTER SESSIONS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re:

Relocation of Chest  
Township Route #409

PETITION



BELL, SILBERBLATT & SWOOPPE  
ATTORNEYS AT LAW  
CLEARFIELD TRUST CO. BLDG.  
CLEARFIELD, PENNA.

IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: :  
Relocation of Chest Township : No. 3 May Sessions, 1960  
Route #409 :  
:

PETITION

The Petition of Lemoine Brink, Wayne Blake and Clair Gallaher, Supervisors of Chest Township, Clearfield County, Pennsylvania, respectfully represents:

(1). By Order of your Honorable Court dated August 29, 1960, there was approved the relocation of a portion of Chest Township Route #409 by agreement with the property owners as provided by the Act of 1933, May 1, P. L. 103, Article 11, Section 115, as amended (53 P. S. 66115), and the time for such relocation being extended by Order dated May 13, 1965, which also increased the bond from an original \$5,000 to \$28,000.

(2). By reason of additional work done in the area, it has become necessary to seek an additional renewal for a period of nine months.

(3). Substantial work has been done on the premises but work on the new road has not been finished, and it is the desire of the Supervisors and the Benjamin Coal Company to extend the time period for construction to the new road for an additional period of nine months and to continue the bond of the Benjamin Coal Company in full force and effect.

And they will ever pray.

Lemoine Brink  
Lemoine Brink

Wayne Blake  
Wayne Blake

Clair Gallaher

STATE OF PENNSYLVANIA :  
SS:  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared Lemoine Brink, Wayne Blake and Clair Gallaher, Supervisors of Chest Township, who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Petition are true and correct to the best of their knowledge, information and belief.

Lemoine J. Brink  
Lemoine Brink

Wayne Blake  
Wayne Blake

Clair Gallaher

Sworn to and subscribed  
before me this 8<sup>th</sup> day  
of September, 1969.

Sara D. Mahaffey

SARA D. MAHAFFEY, Notary Public  
Chest Township, Lajoie, Clearfield Co., Pa.  
My Commission expires July 8, 1972

IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: :  
Relocation of Chest Township : No. 3 May Sessions, 1960  
Route #409 :  
:

ORDER OF COURT

NOW, this 11th day of September, 1969, the foregoing Petition of the Supervisors of Chest Township having been presented, and it appearing that the relocation of a portion of Chest Township Route #409 having previously been approved by the Court to the above term and number, the present request of the Supervisors to extend the time for construction and relocation of such road for an additional period of nine months is hereby approved upon the condition that the bond of the Benjamin Coal Company in the sum of \$28,000 shall be extended to cover the said nine months period or until completion of the construction and relocation of the road, whichever shall first occur.

BY THE COURT

John A. Cherry  
President Judge

3 May 2011 1961  
Rufus H. M. Smith

1961  
Rufus H. M. Smith