

61-440-CD
RORABAUGH LUMBER COMPANY -vs- KRIESEL MINERALS, INC, et al

COMMONWEALTH OF PENNSYLVANIA



Superior Court of Pennsylvania

Western District

David A. Szewczak, Esq.
Prothonotary

Eleanor R. Valecko
Deputy Prothonotary

330 Grant Street
Pittsburgh, PA 15219

412-565-7592

www.superior.court.state.pa.us

February 26, 2002

Mr. William A. Shaw
Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: 351 WDA 2002
Rorabaugh Lumber Company, Appellant
v.
Kriebel Minerals, Inc., Kriebel Gas, Inc. and
Driebel Resources

Dear Mr. Shaw:

Enclosed please find a copy of the docket for the above appeal that was recently filed in the Superior Court. Kindly review the information on this docket and notify this office in writing if you believe any corrections are required.

Appellant's counsel is also being sent a Docketing Statement, pursuant to Pa.R.A.P. 3517, for completion and filing. Please note that Superior Court Dockets are available on the Internet at the Web site address printed at the top of this page. Thank you.

Very truly yours,

Eleanor R. Valecko
Deputy Prothonotary

EJF

Appeal Docket Sheet**Superior Court of Pennsylvania****Docket Number:** 351 WDA 2002**Page 1 of 4****February 26, 2002**

Rorabaugh Lumber Company, Appellant

v.

Kriebel Minerals, Inc., Kriebel Gas, Inc. and
Driebel Resources

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: February 26, 2002 Awaiting Original Record

Journal Number:

Case Category: Civil CaseType: Assumpsit

Consolidated Docket Nos.: **Related Docket Nos.:****SCHEDULED EVENT**

Next Event Type: Docketing Statement Received

Next Event Due Date: March 13, 2002

Next Event Type: Original Record Received

Next Event Due Date: April 8, 2002

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 351 WDA 2002

Page 2 of 4

February 26, 2002



COUNSEL INFORMATION

Appellant Rorabaugh Lumber Company
 Pro Se: Appoint Counsel Status:

IFP Status: No

Appellant Attorney Information:

Attorney: Kesner, Kim C.
 Bar No.: 28307 Law Firm: Clearfield County Solicitor's Office
 Address: 23 N 2nd St
 Clearfield, PA 16830
 Phone No.: (814)765-1706 Fax No.: (814)765-7006
 Receive Mail: Yes
 E-Mail Address: attykesner@usachoice.net
 Receive E-Mail: No

Appellee Kriebel Minerals, Inc.
 Pro Se: Appoint Counsel Status:

IFP Status:

Appellee Attorney Information:

Attorney: Cloak, Linda L
 Bar No.: 85102 Law Firm:
 Address: PO Box 667
 Clarion, PA 16214
 Phone No.: (814)226-6852 Fax No.:
 Receive Mail: Yes
 E-Mail Address:
 Receive E-Mail: No

Appellee Kriebel Gas, Inc.
 Pro Se: Appoint Counsel Status:

IFP Status:

Appellee Attorney Information:

Attorney: Cloak, Linda L
 Bar No.: 85102 Law Firm:
 Address: PO Box 667
 Clarion, PA 16214
 Phone No.: (814)226-6852 Fax No.:
 Receive Mail: No
 E-Mail Address:
 Receive E-Mail: No

Appellee Kriebel Resources
 Pro Se: Appoint Counsel Status:

IFP Status:

Appellee Attorney Information:

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 351 WDA 2002

Page 3 of 4

February 26, 2002



Attorney: Cloak, Linda L
 Bar No.: 85102 Law Firm:
 Address: PO Box 667
 Clarion, PA 16214
 Phone No.: (814)226-6852 Fax No.:
 Receive Mail: No
 E-Mail Address:
 Receive E-Mail: No

FEE INFORMATION

Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
2/26/02	Notice of Appeal	55.00	55.00	2002SPRWD000255

TRIAL COURT/AGENCY INFORMATION

Court Below: Clearfield County Court of Common Pleas
 County: Clearfield Division: Civil
 Date of Order Appealed From: January 23, 2002 Judicial District: 46
 Date Documents Received: February 26, 2002 Date Notice of Appeal Filed: February 22, 2002
 Order Type: Order Dated OTN:
 Judge: Reilly, Jr., John K. Lower Court Docket No.: 01-440-CD
 President Judge

ORIGINAL RECORD CONTENTS

Original Record Item	Filed Date	Content/Description
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Date of Remand of Record:

BRIEFS

DOCKET ENTRIES

Filed Date	Docket Entry/Document Name	Party Type	Filed By
February 26, 2002	Notice of Appeal Filed	Appellant	Rorabaugh Lumber Company
February 27, 2002	Docketing Statement Exited (Civil)		Western District Filing Office

Appeal Docket Sheet

Docket Number: 351 WDA 2002

Superior Court of Pennsylvania

Page 4 of 4

February 26, 2002



KIM C. KESNER

23 NORTH SECOND STREET, CLEARFIELD, PA 16830

ATTORNEY AT LAW
attykesner@usachoice.net

(814) 765-1706
FAX (814) 765-7006

February 28, 2002

David A. Szewczak, Prothonotary
Superior Court of Pennsylvania, Western District
330 Grant Street
Pittsburgh, PA 15219

2/28/02

RE: Rorabaugh Lumber _____ Gas, Inc. and
Kreibel Resources _____
No. 351 WDA 2002 _____

Dear Mr. Szewczak:

Enclosed please find a Praecep _____ file the same.
Thank you for your assistance in this _____

Kuster

KCK/klz

Enclosure

cc: Linda Cloak, Esquire

IN THE SUPERIOR COURT OF PENNSYLVANIA

RORABAUGH LUMBER COMPANY : No. 351 WDA 2002
Appellant :

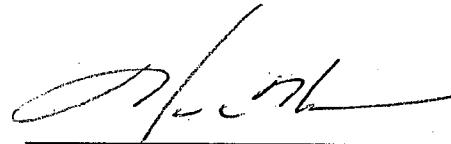
v.

KRIEBEL MINERALS, INC., KRIEBEL
GAS, INC. and KRIEBEL RESOURCES, :

PRAECIPE FOR DISCONTINUANCE

TO: DAVID A. SZEWCZAK, PROTHONOTARY
SUPERIOR COURT OF PENNSYLVANIA

In accordance with Pa.R.A.P., Rule 1973, please discontinue this appeal.



Kim C. Kesner, Esquire
Attorney for Appellant, Rorabaugh
Lumber Company

Date: February 28, 2002

IN THE SUPERIOR COURT OF PENNSYLVANIA

RORABAUGH LUMBER COMPANY : No. 351 WDA 2002
Appellant :

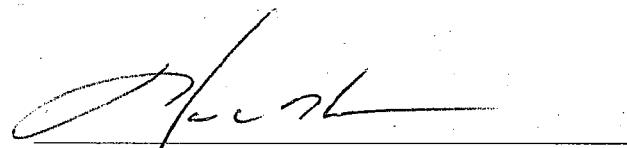
v.

KRIEBEL MINERALS, INC., KRIEBEL
GAS, INC. and KRIEBEL RESOURCES, :

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 28, 2002, a true and correct copy of the Praeclipe for Discontinuance in the above matter, copy attached hereto, was served on the following by depositing said copy and a copy of this Certificate of Service in the United States Mail, first class, postage pre-paid and addressed as follows:

Linda Cloak, Esquire
Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214



Kim C. Kesner, Esquire
Attorney for Appellant
Supreme Court I.D. #28307
23 North Second Street
Clearfield, PA 16830
814-765-1706 – phone
814-765-7006 – fax

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No.01-440-CD
Rorabaugh Lumber Company
Vs.
Kriebel Minerals, Inc., Kriebel Gas,
Inc., and Kriebel Resources

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	03/30/01	Civil Complaint	06
02	04/23/01	Acceptance of Service	01
03	04/23/01	Praecipe for Appearance, Notice to Plead, and Answer and New Matter	20
04	05/09/01	Reply to New Matter	05
05	12/14/01	Certificate of Readiness	01
06	12/20/01	Motion for Summary Judgment	06
07	12/20/01	Motion Requesting Oral Argument of Defendants' Summary Judgment Motion	04
08	12/20/01	Stipulation on behalf of Defendants	45
09	12/28/01	Plaintiff's Response to Defendants' Motion for Summary Judgment and Plaintiffs' Cross-Motion for Summary Judgment	06
10	01/23/02	Opinion and Order	04
11	02/22/02	Notice of Appeal to High Court	04

Date: 02/25/2002

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 02:04 PM

ROA Report

Page 1 of 1

Case: 2001-00440-CD

Current Judge: John K. Reilly Jr.

Rorabaugh Lumber Company vs. Kriebel Minerals, Inc., Kriebel Gas, Inc., Kriebel Resources

Civil Other

Date	Judge
03/30/2001 ① Filing: Civil Complaint Paid by: Kesner, Kim C (attorney for Rorabaugh Lumber Company) Receipt number: 1822641 Dated: 03/30/2001 Amount: 16 \$80.00 (Check) Three Certified Copies to Attorney	No Judge
04/23/2001 ② Acceptance of Service, Complaint. s/Alfred H. Lander, Esq. no cc 1 Praecipe for Appearance, on behalf of the Defendants Al Lander, Esq. No Judge	No Judge
③ Linda Cloak, Esq. Notice to Plead s/Linda Cloak, Esq. Answer and New Matter, filed by s/Linda Cloak, Esq. Verification, s/Gregory R. Kriebel, Esq. Cert of Svc No cc	20
05/09/2001 ④ Reply to New Matter. filed by s/Kim C. Kesner, Esq. Verification, 5 s/Robert D. Rorabaugh Cert of Svc 3 cc atty Kesner	No Judge
12/14/2001 ⑤ Certificate of Readiness. Filed by s/Kim C. Kesner, Esq. 2 cc Atty Kesner 1 copy CA	No Judge
12/20/2001 ⑥ Motion For Summary Judgment. Filed by s/Linda Cloak, Esq. Cert of 6 Svc no cc ⑦ Motion Requesting Oral Argument on Defendant's Summary Judgment ⑧ Motion. Filed by s/Linda Cloak, Esq. Cert of Svc 1 cc Atty Lander 4 ⑨ Stipulation on Behalf of Defendants. Filed by s/Kim C. Kesner, Esq. 45 s/Linda Cloak, Esq. no cc	John K. Reilly Jr.
12/28/2001 ⑩ Plaintiff's Response to Defendants' Motion for Summary Judgment and 16 ⑪ Plaintiff's Cross-Motion for Summary Judgment. Filed by s/Kim C. Kesner, Esq. 2 cc Atty Kessner Cert of Svc	John K. Reilly Jr.
01/23/2002 ⑫ OPINION AND ORDER, NOW, this 23rd day of January, 2002, re; Summary Judgment entered in favor of the Defendant and against the 14 Plaintiff. by the Court, s/JKR,JR.,P.J. cc Atty Kesner and Lander copy to D. Mikesell	John K. Reilly Jr.
02/22/2002 ⑬ Filing:Notice of Appeal to High Court Paid by: Kesner, Kim C (attorney for Rorabaugh Lumber Company) Receipt number: 1838597 Dated: 02/22/2002 Amount: \$45.00 (Check) 1 cc Superior Court w/check for \$55.00	John K. Reilly Jr. 4

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RORABAUGH LUMBER COMPANY,
Plaintiff

vs.

KRIEBEL MINERALS, INC., KRIEBEL
GAS, INC. and KRIEBEL RESOURCES,
Defendants

No.: 01- 440 -CD

Type of Case: Civil

Type of Pleading: Complaint

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Kim C. Kesner, Esquire
Supreme Court I.D. #28307
23 North Second Street
Clearfield, PA 16830
Phone: (814) 765-1706
Fax: (814) 765-7006

Other Counsel of Record:

FILED

MAR 30 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RORABAUGH LUMBER COMPANY, :
Plaintiff :
: vs. : No.: 01- -CD
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
:

COMPLAINT

1. Plaintiff is Rorabaugh Lumber Company, a Pennsylvania general partnership consisting of Robert D. Rorabaugh, Daniel J. Rorabaugh and Roger D. Rorabaugh, as its general partners, with its principal place of business in the Borough of Burnside, Clearfield County, Pennsylvania and a mailing address of Box 321, Burnside, Pennsylvania, 15721.

2. Defendant Kriebel Minerals, Inc. is a Pennsylvania business corporation with its registered office at 1390 East Main Street, Suite 1, Clarion, Clarion County, Pennsylvania and a mailing address of P.O. Box 765, Clarion, Pennsylvania, 16214. Defendant Kriebel Gas, Inc. is a Pennsylvania business corporation with its registered office at 1390 East Main Street, Suite 1, Clarion, Clarion County, Pennsylvania and a mailing address of P.O. Box 765, Clarion, Pennsylvania, 16214. To the best of Plaintiff's knowledge, information and belief, Kriebel Resources is an unincorporated business association with an office at East Main Street and Dominican Circle, Clarion, Pennsylvania, 16214 and a mailing address of P.O. Box 765, Clarion, Pennsylvania, 16214.

3. Plaintiff is the owner of a tract of land in Penn Township, Clearfield County, Pennsylvania, consisting of 41.980 acres, more or less, identified by Clearfield County Tax Map #125-F12-18 ("Premises"), which Plaintiff acquired from William E. McFadden and Elizabeth J.

McFadden by a deed dated August 7, 1996, appearing of record in the Office of the Recorder of Deeds of Clearfield County in Deeds & Records Book Volume 1778, page 568.

4. Plaintiff is in the business of developing, cutting, milling and marketing timber and it acquired the Premises for its business purposes.

5. During November of 2000, Defendants built, drilled and sited an oil and gas well on the Premises, which well is referred to by Defendants as McCracken No. 2.

6. Defendants' actions were preceded by issuance of a permit by the Pennsylvania Department of Environmental Protection, Oil & Gas Division to Defendant Kriebel Gas, Inc. for drilling of an oil and gas well on the Premises.

7. As a part of its drilling operation, Defendants removed or caused to be removed sawtimber trees, including by way of illustration, but not limitation, black cherry, red maple, red oak and chestnut oak equaling seventeen thousand thirty-three (17,033) board feet of merchantable lumber.

8. Defendants' actions were taken without the permission or consent of Plaintiff.

9. Defendants acknowledge and/or do not contest the rights, title, claims or interests of Plaintiff in and to the surface of the Premises, however, they contend the Premises are under and subject to an Oil & Gas Agreement between Willard J. and Harriet Jean McCracken and Kriebel Resources dated February 1, 2000, recorded at Clearfield County Recorder of Deeds Instrument Number 200002560.

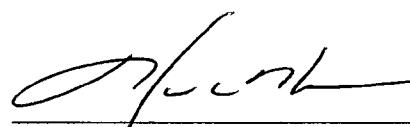
10. At the request and/or with the approval of Defendants, Plaintiff received possession of the trees cut.

11. Notwithstanding, Plaintiff is entitled to just and reasonable compensation for the taking of the incidence of its ownership of the timber without Plaintiff's consent.

12. As a direct and proximate result of Defendants' action, Plaintiff has lost the value of present and future ownership of the timber, including the right to determine when to develop or to sell the timber, with whom to deal, at what rate, and under what specific terms.

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally for adequate and just compensation for its losses for Defendants non-consensual taking of its timber, which amount exceeds Twenty (\$20,000.00) Dollars.

Respectfully submitted:



Kim C. Kesner
Attorney for Plaintiff, Rorabaugh Lumber
Company

Commonwealth Of Pennsylvania

• S. S.

County Of Clearfield

Before me the undersigned authority personally appeared, ROBERT D. RORABAUGH, who being duly sworn according to law deposes and says that he is a general partner of Rorabaugh Lumber Company and that as such officer, he is authorized and empowered to execute this Affidavit and that the facts and averments set forth in the foregoing Complaint are true and correct to the best of his knowledge, information, and belief.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and official seal.

Robert D. Rorabaugh

Sworn to and subscribed before me this 8th day of March, 2001.

My Commission Experience

NOTARIAL SEAL
KRISTEN L ZURAT, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO., PA.
MY COMMISSION EXPIRES MAY 7, 2001

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 01- -CD

RORABAUGH LUMBER COMPANY,
Plaintiff

vs.

KRIEBEL MINERALS, INC., KRIEBEL
GAS, INC. AND KRIEBEL RESOURCES,
Defendants

COMPLAINT

FILED

APR 10 2001

8:00 AM

MAR 31 2001

3:00 PM

ATT'D

William A. Shaw
Prothonotary

KIM C. KESNER
ATTORNEY AT LAW
23 North Second Street
CLEARFIELD, PA 16830
(814) 765-1706

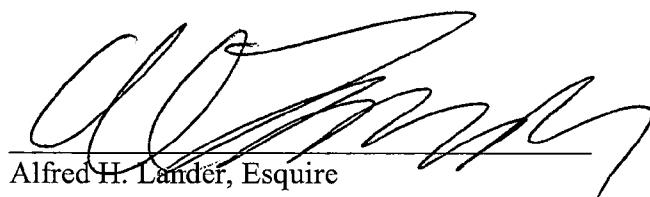
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RORABAUGH LUMBER COMPANY, :
Plaintiff :
vs. : No.: 01- 440 -CD
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
:

ACCEPTANCE OF SERVICE

I, Alfred H. Lander, Esquire, accept service of the Complaint in this action on behalf of the Defendants, Kriebel Minerals, Inc., Kriebel Gas, Inc. and Kriebel Resources. I hereby certify that I regularly represent the Defendants and that I am authorized to accept service on their behalf.

Date: 4-20-01



Alfred H. Lander, Esquire
East Main & Domenica Circle
P.O. Box 667
Clarion, PA 16214

FILED

APR 23 2001

William A. Shaw
Prothonotary

#2

FILED

APR 23 2001
S/ *m/l/s/s* / no cc
William A. Shaw
Prothonotary
cc

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RORABAUGH LUMBER COMPANY, : No. 01-440 C.D. 2001
Plaintiff, :
vs. : Type of Case: Civil
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
Defendants. : Type of Pleading:
: ANSWER & NEW MATTER
: Filed on Behalf of:
: Defendants
: Counsel of Record for
: Defendants:
: Al Lander, Esq.
: PA I.D. #: 25821
: Linda Cloak, Esq.
: PA I.D. #: 85102
: Greco & Lander, P.C.
: P. O. Box 667
: Clarion, Pennsylvania 16214
: (814) 226-6853

FILED
APR 23 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

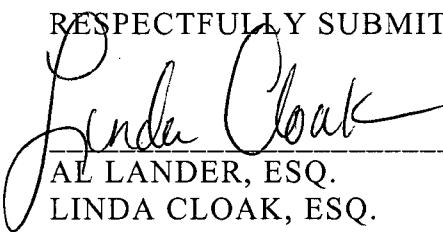
RORABAUGH-LUMBER COMPANY, : CIVIL DIVISION
: Plaintiff, :
: vs. : NO. 01-440 C.D. 2001
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
: Defendants. :

PRAECIPE FOR APPEARANCE

TO: THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter my appearance on behalf of the Defendants, Kriebel Minerals, Inc., Kriebel Gas, Inc. and Kriebel Resources, in the above referenced action.

RESPECTFULLY SUBMITTED:



AL LANDER, ESQ.
LINDA CLOAK, ESQ.
Attorneys for Defendants
Law Offices of Greco & Lander, P.C.
P. O. Box 667
Clarion, Pennsylvania 16214
(814) 226-6853
(SEAL)

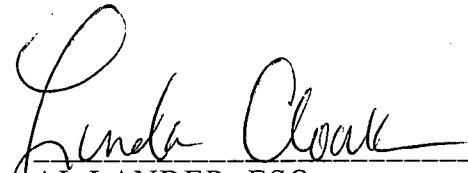
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RORABAUGH LUMBER COMPANY, : CIVIL DIVISION
: :
Plaintiff, : :
: :
vs. : NO. 01-440 C.D. 2001
: :
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
: :
: :
Defendants. : :

NOTICE TO PLEAD

TO: RORABAUGH LUMBER COMPANY:

You are hereby notified to file a written response to the enclosed Answer and
New Matter within twenty (20) days from service hereof or a judgment may be
entered against you.



AL LANDER, ESQ.
LINDA CLOAK, ESQ.
Law Offices of Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214
(814) 226-6853

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RORABAUGH LUMBER COMPANY,	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	
vs.	:	NO. 01-440 C.D. 2001
	:	
KRIEBEL MINERALS, INC., KRIEBEL GAS, INC. and KRIEBEL RESOURCES,	:	
	:	
Defendants.	:	

ANSWER

AND NOW, comes Kriebel Minerals, Inc., Kriebel Gas, Inc. and Kriebel Resources (hereinafter collectively "Kriebel"), Defendants by their counsel, Al Lander, Esq. and Linda Cloak, Esq., of the Law Offices of Greco & Lander, P.C., and files the following Answer and in further support thereof avers as follows:

1. Admitted.
2. Admitted.
3. Denied. In Answering paragraph 3 of Plaintiff's Complaint it is averred that Plaintiff is the owner of the surface of Tax Map No. 125-F12-18 by virtue of a deed dated August 7, 1996, and recorded in Clearfield County Deed Book 1778, Page 568 ("Premises"). Plaintiff is not the owner of the oil and gas on the Premises. The oil and gas being excepted and reserved by a deed dated June 21, 1961, and recorded in Clearfield County Deed Book 489, Page 572. The following reservation being contained therein:

"Excepting and reserving out of an from the above described premises all the coal, clay, oil and gas and other minerals under the same together with the right to enter, sink oil and gas wells, mine and remove all the coal, clay, oil and gas and other minerals, and to make openings, shafts, chutes, dumps, improvements and roads on the land as

may be necessary to conveniently drill for, mine and transport such coal, clay, oil and gas and other minerals to and over said lands."

Except as so averred, the allegations of paragraph 3 of Plaintiff's Complaint are denied and strict proof thereof is demanded at trial.

4. Denied. After reasonable investigation, Kriebel is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph 4 and the same are therefore denied and strict proof thereof is demanded at trial.

5. Denied. In answering paragraph 5 of Plaintiff's Complaint, it is averred that there is a well referred to by Kriebel as McCracken #2 on the Premises. Except as so averred, the allegations of paragraph 5 of Plaintiff's Complaint are denied and strict proof thereof is demanded at trial.

6. Denied. In answering paragraph 6 of Plaintiff's Complaint, it is averred that a permit was issued by the Commonwealth of Pennsylvania, Department of Environmental Protection, Oil & Gas Division ("DEP") after an application was filed and notice was given to the Plaintiff with an opportunity to file objections and request a hearing. Plaintiff chose not to file objections or request a hearing. Except as so averred, the allegations of paragraph 6 of Plaintiff's Complaint are denied and strict proof thereof is demanded at trial.

7. Denied. In answering paragraph 7 of Plaintiff's Complaint, it is averred that trees were removed by the Plaintiff at the site of the McCracken #2 well. Kriebels did not remove any trees and furthermore located the well within the area cleared by Plaintiffs. Except as so averred, the allegations of paragraph 7 of Plaintiff's Complaint are denied and strict proof thereof is demanded at trial.

8. Denied. In answering paragraph 8 of Plaintiff's Complaint, it is averred that the Plaintiff (i) after notice and opportunity for hearing failed to file objections

or request a hearing with DEP, the failure of which is legal consent to the location of the McCracken #2 well on the Premises, and (ii) Plaintiff cut and removed the trees and therefore acquiesced in the drilling of the well. Except as so averred, the allegations of paragraph 8 of Plaintiff's Complaint are denied and strict proof thereof is demanded at trial.

9. Denied. In answering paragraph 9 of Plaintiff's Complaint, it is averred that the Plaintiff has title to the surface excepting and reserving the oil and gas as well as other minerals. In a deed dated June 21, 1961, and recorded in Clearfield County Deed Book 489, Page 572, the surface of the Premises was conveyed to J. Harold McFadden, et ux., Plaintiff's predecessor in title, with the following exception and reservation:

"Excepting and reserving out of an from the above described premises all the coal, clay, oil and gas and other minerals under the same together with the right to enter, sink oil and gas wells, mine and remove all the coal, clay, oil and gas and other minerals, and to make openings, shafts, chutes, dumps, improvements and roads on the land as may be necessary to conveniently drill for, mine and transport such coal, clay, oil and gas and other minerals to and over said lands."

Except as so averred, the allegations of paragraph 9 of Plaintiff's Complaint are denied and strict proof thereof is demanded at trial.

10. Denied. In answering paragraph 10 of Plaintiff's Complaint, it is averred that the Plaintiff cut and removed the trees and at all times relevant hereto maintained control and possession of the trees in question. Except as so averred, the allegations of paragraph 10 of Plaintiff's Complaint are denied and strict proof thereof is demanded at trial.

11. - 12. Denied. In answering paragraphs 11 and 12 of Plaintiff's Complaint, it is averred that paragraphs 11 and 12 are conclusions of law to which

no response is necessary. To the extent that a response is necessary, the allegations of paragraphs 11 and 12 are denied and strict proof thereof is demanded at trial.

WHEREFORE, Defendant Kriebel Minerals, Inc., Kriebel Gas, Inc. and Kriebel Resources prays this Honorable Court to dismiss Plaintiff's Complaint.

NEW MATTER

AND NOW comes Defendant Kriebel by and through its counsel, the Law Offices of Greco & Lander, P.C., and avers New Matter as follows:

13. Defendant Kriebel incorporates by reference the averments in paragraphs 1 through 12 hereinabove set forth the same as if set forth herein in their entirety.

14. Rorabaugh Lumber Company (hereinafter "Rorabaugh") does not own the oil and gas on their property. That oil and gas was excepted and reserved to Lloyd McCracken, et ux., in a deed dated June 21, 1961, and recorded in Deed Book 489, Page 572, attached hereto and made a part hereof as Exhibit 1 (hereinafter "McCracken Deed"). Rorabaugh's title to the surface is subject to the reservation in the McCracken Deed which is stated as follows:

"Excepting and reserving out of and from the above described premises all the coal, clay, oil and gas and other minerals under the same together with the right to enter, sink oil and gas wells, mine and remove all the coal, clay, oil and gas and other minerals, and to make openings, shafts, chutes, dumps, improvements and roads on the land as may be necessary to conveniently drill for, mine and transport such coal, clay, oil and gas and other minerals to and over said lands."

15. The oil and gas under the Premises, as well as the drilling rights, were transferred to Willard J. McCracken and Harriet Jean McCracken by a deed dated March 1, 1975, and recorded in Deed Book 762, Page 29, attached hereto and made a part hereof as Exhibit 2.

16. Willard J. and Harriet Jean McCracken and Kriebel entered into a lease dated February 1, 2000, and recorded in Clearfield County at Instrument No. 200002560, attached hereto and made a part hereof as Exhibit 3. Said lease includes the oil and gas under Rorabaugh's property.

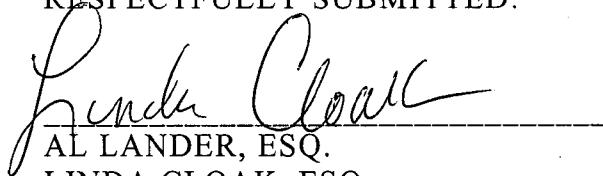
17. Kriebel, as an oil and gas lessee, is entitled to enjoy reasonable surface use necessary and convenient for exploration and development operations, including the right to cut trees at the site of a well.

18. The measure of damages for the cut trees is the value of the trees. Rorabaugh received the trees, and therefore the value of the trees as admitted by Rorabaugh's Complaint at paragraph 10.

WHEREFORE Defendants Kriebel pray this Honorable Court to dismiss Plaintiff's Complaint.

Dated: April 20, 2001

RESPECTFULLY SUBMITTED:



AL LANDER, ESQ.
LINDA CLOAK, ESQ.
Law Offices of Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214
(814) 226-6853

IN THE COURT OF COMMON PLEAS
OF CLARION COUNTY, PENNSYLVANIA

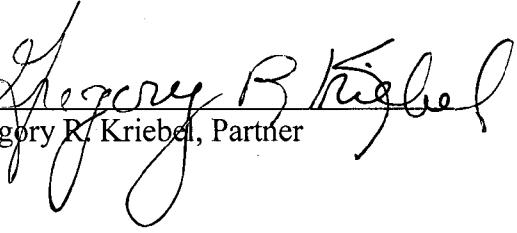
RORABAUGH LUMBER COMPANY, : CIVIL DIVISION
: :
Plaintiff, : :
: :
vs. : NO. 01-440 C.D. 2001
: :
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
: :
: :
Defendants. : :

VERIFICATION

I, Gregory R. Kriebel, verify that the statements made in the foregoing Answer are true and correct to the best of my knowledge, information, and belief and are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

KRIEBEL MINERALS, INC., KRIEBEL
GAS, INC. and KRIEBEL RESOURCES

Date: 7/20, 2001

BY: 
Gregory R. Kriebel, Partner

BOOK 409 PAGE 572

This Deed

Made the twenty-first day of June in the year of our Lord one thousand nine hundred and sixty-one (1961).

Between LLOYD W. McCACKEN and SADIE McCACKEN, his wife, of the Township of Penn, County of Clearfield, and State of Pennsylvania, Grantors of the first part,

J. HAROLD McFADDEN and MAILE O. McFADDEN, of the same place, husband and wife as tenants by the entireties, Grantees of the second part.

Witnesseth, that in consideration of Two Thousand Six Hundred (\$2,600.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged; the said Grantors do hereby grant and convey to the said Grantee's their * Heirs and Assigns, as tenants by the entireties,

All that certain piece or parcel of land situate in the Township of Penn, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron rail corner of Barbison-Walker Refractories Company land, and also corner of Louise Panek land, and in line of land of the Grantor, herein named and being the Southeast corner of the land herein conveyed; thence by other land of the Grantor herein North eighty-three degrees and thirteen minutes West Eight hundred Sixty (860) feet, more or less to a point in the center line of the Township road leading from Grampian to the Pennsylvania State Highway Route 969; thence by said State Highway Route 969 South eighty-five degrees West Five Hundred Twenty-five (525) feet, more or less to a fifteen inch Hickory; thence still by said State Highway Route North seventy-five degrees West One Hundred Eighty (180) feet, more or less, to a clump of three maples; thence still by said Highway Route North sixty-five degrees West Seven Hundred (700) feet, more or less to an Oak clump; thence by land of Lloyd W. McCracken North five degrees and thirty minutes East Twenty-six Hundred (2600) feet, more or less to a post corner of land of J. Harold McFadden and C. A. Keiser; thence along the line of C. A. Keiser South thirty-five degrees East Twelve Hundred Seventy (1270) feet to a post; thence by the same North fifty-five degrees East Three Hundred Seventy-nine And Five tenths (379.5) feet to a point in the center line of the aforesaid Township Road; thence by line of land of Louise Panek and along the Township Road South Sixteen degrees East Twelve Hundred

Twelve and Seventy-five one hundredths (1212.75) feet to a White Oak; thence by the same South thirty degrees East Eleven Hundred Fifty (1150) feet more or less to the iron rail and place of beginning. Containing Seventy-nine and Sixty-six one hundredths (79.66) acres, more or less, and being part of a larger tract of land conveyed to Lloyd W. McCracken by Lee McCracken by Deed dated April 10, 1939 and recorded in Deed Book No. 360 at page 78. A draft of which is outlined in red and is hereto attached and made part of this conveyance.

Excepting and Reserving out of and from the above described premises all the coal, clay, oil and gas, and other minerals, under the same, together with the right to enter, sink oil and gas wells, mine and remove all the coal, clay, oil and gas, and other minerals and to make openings, shafts, chutes, dumps, improvements, and roads, on the land as may be necessary to conveniently drill for, mine and transport such coal, clay, oil and gas, and other minerals, to and over said lands.



This Document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land.

MAP SHOWING
LAND CONVEYED TO J. HAROLD MAYER, JR. BY
LLOYD MCCRACKEN
PENN. TOWNSHIP, CLEARFIELD CO., PENNSYLVANIA
SCHOOL, 1900-1901
JUNE 19, 1901

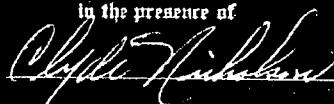
BOOK 489 PAGE 574

And the said Grantors Will Warrant Generally

the property hereby conveyed.

In Witness Whereof, said Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of




Lloyd W. McCracken


Sadie McCracken

Sadie McCracken

Commonwealth of Pennsylvania

County of Clearfield

ss.

On this, the 21st day of June A. D. 1961, before me the undersigned officer, personally appeared Lloyd W. McCracken and Sadie McCracken, 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.

In Witness Whereof, I hereunto set my hand and official seal.

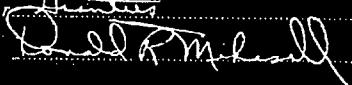

Clyde R. Nichols, Jr.

JUSTICE OF THE PEACE

My Commission Expires Jan 1, 1962

Title of Officer

I hereby certify that the precise residence of the Grantees is Penn
R.D. #1, Penn,
Township, Clearfield County, Pennsylvania.

Attorney for 
Donald R. Marshall

ENTERED OF RECORD July 23-1961, 9:35 A.M. DICK REED, RECORDER

FORM 80 PENNSYLVANIA Deed-Warranty - As of 1969
TENURE: Possession U.S. for general
use and enjoyment of the property

This Deed W. 762 LSC 029

Made the 1st day of March
Lord one thousand nine hundred and seventy-five (1975). in the year of our
Blessed SADIE McCACKEN, Widow, of Penn Township, Clearfield
County, Pennsylvania, Grantor of the first part,

A
N
D

WILLARD J. McCACKEN and HARRIET JEAN McCACKEN, husband and wife,
as tenants by the entirities, of the Borough of Curwensville,
Clearfield County, Pennsylvania, hereinafter Grantees of the second
part,

Witnesseth, that in consideration of the sum of One (\$1.00)-----
in hand paid, the receipt whereof is hereby acknowledged, the said Grantor do as
hereby grant and convey to the said Grantees, their Heirs and Assigns,
as tenants by the entirities,
All that certain parcel or tract of land situated in Penn Township,
Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the left bank of the Susquehanna River,
corner of this land and land of D. W. Hoyt Estate; thence up the
left bank of said River South sixty-eight and one-half (68 $\frac{1}{2}$) degrees
West twenty-eight and five-tenths (28.5) perches, South eighty-seven
and three-fourths (87 $\frac{3}{4}$) degrees West fourteen and five-tenths (14.5)
perches, North seventy-one and one-half (71 $\frac{1}{2}$) degrees West thirty-four
(34) perches, North seventy-seven and one-half (77 $\frac{1}{2}$) degrees West One
Hundred twenty-seven (127) perches, North seventy and one-half (70 $\frac{1}{2}$)
degrees West twenty (20) perches, North sixty-four and one-half (64 $\frac{1}{2}$)
degrees West thirty (30) perches; thence by D. W. Hoyt Estate North
forty-two (42) degrees West twenty and five-tenths (20.5) perches,
North forty-eight and one-half (48 $\frac{1}{2}$) degrees West twenty-seven (27)
perches, North three and one-half (3 $\frac{1}{2}$) degrees West thirty (30) perches,
North eighteen and three-fourths (18 $\frac{3}{4}$) degrees West sixteen (16)
perches, North thirty-five and one-half (35 $\frac{1}{2}$) degrees West twenty-four
perches, North twenty-two and one-half (22 $\frac{1}{2}$) degrees West twenty-four
(24) perches; thence North fifty-five (55) degrees West thirty-eight
(38) perches; thence North thirty-five (35) degrees West seven (7)
perches; thence by land of Eliah Johnson Estate and Hoyt heirs North fifty-
five (55) degrees East One Hundred thirty-four (134) perches to post;
thence by land of J. P. Hoyt Estate South thirty-five (35) degrees
East seventy-seven (77) perches to a post; thence by the same North
fifty-five (55) degrees East twenty-three, (23) perches to a post; thence
by Fetzner Estate South sixteen (16) degrees East seventy-three and
five-tenths (73.5) perches to a white oak; thence by the same and D. W.
Hoyt Estate South thirty (30) degrees East One Hundred seventy-four
(174) perches to place of beginning. CONTAINING Two Hundred seventy-
nine (279) acres and One Hundred five (105) perches, together with
house, barn and other outbuildings.

EXCEPTING AND RESERVING the parcels of land which have heretofore
been conveyed out of same.

VOL 762 PAGE 030

BEING the same premises which vested in Lloyd W. McCracken and Sadie McCracken, his wife, by Deed dated May 2, 1966 and recorded in the Recorder's Office of Clearfield County in Deed Book 521, page 314. The said Lloyd W. McCracken having died on October 31, 1971, spouse and Grantor herein.

(THIS TRANSACTION IS BETWEEN PARENT AND CHILD).

This Document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land.

And the said Grantor **WILL Warrant** **SPECIALLY**

the property hereby conveyed.

In witness whereof, said Grantor has hereunto set her hand and seal
the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Cecil A. Burns

Sadie McCracken

Sadie McCracken

Commonwealth of Pennsylvania
County of **CLEARFIELD**

On this, the **21st** day of **March** **A. D. 1975**, before me
appeared **SADIE McCRAKEN, Widow,** 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.
In witness whereof, I hereunto set my hand and official seal.

Cecil A. Burns

RECORDER OF DEEDS

Title of Officer
My Commission Expires
First Monday in January 1976

Commonwealth of Pennsylvania
County of

On this, the _____ day of _____
appeared

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.
In witness whereof, I hereunto set my hand and official seal.

Time **2:12 P.M.**
By **Sadie J. McCracken**
Fee **200**
Cecil A. Burns, Recorder

Title of Officer

VOL 762 PAGE 032

State of
County of

On this, the 4 day of June, A. D. 1918, before me
the undersigned officer, personally
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.
In witness whereof, I hereunto set my hand and official seal.

.....
.....
Title of Officer

I, Herring Gentry, that the precise residence of the Grantors
Glencairn Road
Curwensville, Pa. 16833

Attorney for WILLARD J. McCracken

AFFIDAVIT NO. 7169

Act 1895

Frank

SADIE McCRAKEN, Widow

To

WILLARD J. McCRAKEN and
HARRIET JEAN McCRAKEN,
husband and wife, as
tenants by the entireties

DONALD R. MIKESSELL

ATTORNEY AT LAW
CLEARFIELD BANK AND TRUST COMPANY BUILDING
CLEARFIELD, PA. 16830

Entered of Record June 8 1928, 2:17 Cecil Burns, Recorder

Commonwealth of Pennsylvania
County of

Recorded on this
A. D. 1918, in the Recorder's Office of the said County in Deed Book
Volume Page
Given under my hand and the seal of the said Office, the date above written.

Recorder

AFFIDAVIT No. 30505 OIL AND GAS AGREEMENT

Date: 2-1-2000 WITNESS J & HARRIET JEAN McCRAKEN Phone No. 314-236-0644
 Landowners (and address):
RR # 2 BOX 192
CURWENSVILLE, PA 16833

Gas Co.: Kribel Resources, P.O. Box 765, Clarion, Pennsylvania 16214

1. **Leasing Clause.** Landowner in consideration of One (\$1.00) Dollar in hand paid by the Gas Co., receipt of which is hereby acknowledged, grant and convey unto the Gas Co., its heirs, executors, administrators, successors, and assigns, and warrant generally title to, all the oil, gas, surface and Drilling Rights in, on and under all that certain piece, parcel, or tract of land situated in GREENWOOD, Penn Township, CLEARFIELD County, Pennsylvania, bounded and described as follows:

On the North by lands of WILLARD J. McCRACKEN Clarence KEISER JR ETAL
 On the East by lands of WILLARD J. McCRACKEN Joseph TANK WR ETAL USA
 On the South by lands of WILLARD J. McCRACKEN SUSQUEHANNA RIVER
 On the West by lands of WILLARD J. McCRACKEN BUTTERBAUGH BROS LAND ETAL GUINER, WM McCRACKEN
 Containing 2.50 Acres, more or less, also referred to by Tax Map No. 125 F 12-5 125 F 12-5-2 and herein collectively referred to as "Property".

2. **Drilling Rights.** In addition, "Property" shall include all oil, gas and surface rights owned or claimed by landowners in and under lands which are adjacent, contiguous to or form a part of the lands above and incident thereto, including but not limited to, the right to conduct geological and geophysical surveys and explorations on the Property; to drill new wells, recondition producing wells and rebuild and use abandoned wells pipe and equipment on the property; to construct and maintain buildings, plants, tanks, generators, compressor stations, gates, meters, regulators, tools, appliances, materials and other equipment used in exploring for and producing oil and gas, and pipelines, telephone lines, electric power lines, leading from adjoining lands on and across the Property and other lands which rights shall continue replaced, or by Gas Co. giving written notice of exercise and similar rights for roadways which rights shall continue there after so long as Gas Co., its heirs and assigns rights to maintain the same; the right to use water, oil and gas and other materials from the Property for operating purposes and Gas Co. is released of all damages, including but not limited to land, surface improvements and water and has the right of site, pipeline or road of landowner's Property for the benefit of an adjacent property, and prior to the drilling of a well on the Property, Gas Co. shall pay landowners for the said improvements at the rate of Five Hundred Dollars per meter and Five Dollars per rod for roads and pipelines. All of the above described rights shall be herein referred to as "Drilling Rights". Landowners release any right of indemnification that they may have against Gas Co.

3. **Existing Wells.** It is understood and agreed that this Agreement does not convey any right, title or interest to Gas Co. in any existing well on the Property. J. M. KLR W. M. M.

4. **Term.** Gas Co. has the right to enter upon the Property to drill for oil and gas at any time within 8 months from 3-31-2000 hereof and as long thereafter as (1) oil or gas or either of them is produced from the Property or any lands pooled or unitized therewith, (2) operations continue for the production of oil or gas, (3) Gas Co. shall continue to pay landowners a permit, commences drilling operations within a reasonable time thereafter and continues same with due diligence, provided said permit application was filed prior to the expiration of the primary term, (5) a completed oil or gas well will be capable of producing oil or gas from any portion of the premises or any lands pooled or unitized therewith, but for acts of God, unavailability or interruption of markets or pipelines, or any other causes, which have caused Lessee not to commence production from such well or to suspend production from such well, (6) or until all oil and gas has been removed from the Property, whichever shall last occur.

5. **Unitization.** Gas Co. is hereby granted the right to pool and unitize all or any part of the Property with any other lease or leases, land or lands, mineral estates, or any of them whether owned by Gas Co. or the lessee gas clause described above, have the same effect upon the terms of this Agreement as if a well were commenced, drilled, completed, or producing on the Property. As to each drilling or production unit designated by Gas Co., Landowners agree to accept and shall receive out of the production or the proceeds from the production from such unit, their portion of the royalties specified herein, as the number covered by this Agreement which is included in every drilling or production unit, or exclude it altogether. KLR W. M. M.

6. **Royalty and Reserved Gas.** Gas Co. agrees to pay landowners a royalty equal to one-eighth part of the oil and gas produced, saved and marketed from a well on the Property, with said one-eighth part to be valued at the price received by Gas Co. at the wellhead at the time of production, for said oil and gas in its natural state after deducting from such proceeds, severance, ad valorem and other applicable taxes, oil and gas to the point of sale. In no event shall royalty be required to be paid to landowners based upon a price higher than the Gas Co. is permitted by law to receive. Settlement therefore shall be made quarterly within sixty (60) days from the date the same is paid or the alleged breach occurs, then said payment shall be binding upon Landowners and the alleged breach shall be deemed to be waived. In addition, out of any surplus gas over and above what Gas Co. requires for its drilling and operating for said oil and gas, and subject to the use, operations, pumping and right of abandonment of any well by Gas Co. to such use of gas, but in no event shall Landowners use and consume more than ~~800,000~~ cubic feet of gas per year. KLR W. M. M.

7. **Payment of Royalties.** All payments may be made by check mailed to Landowners at the above address or deposited to their credit of the credit of their heirs and assigns in any state or national bank, or by Landowners to satisfy liens or clear encumbrances against the Property, and set off any money it may owe or which may become due to otherways.

8. **Force Majeure.** Gas Co. shall be excused from performance, and this agreement shall not be in breach, and the term thereof shall be extended, if it shall be prevented from operating on the Property by law, strike, or any cause beyond Gas Co.'s control. Gas Co. shall thereafter exercise reasonable diligence to continue operation of said cloud or court action shall not be counted in computing the term of this agreement or the obligations thereunder, and Gas Co. shall not be obligated to perform any of its covenants and conditions. Landowners shall provide Gas Co. with a copy of the certificate and abstract of title for the Property that Landowner or Landowner's attorney may have, if requested by Gas Co.

9. **Surrender.** It is agreed that upon the payment of One (\$1.00) Dollar, Gas Co., its successors and assigns, may terminate this agreement and thereby be released of all covenants and obligations herein set forth even if unfulfilled by (1) determining that the oil and gas has been exhausted from the Property; or (2) reconveying the oil and gas and remaining privileges given to Landowners.

10. **Drilling Permits.** Landowners, for themselves, their heirs, executors, administrators, successors and assigns, agree to execute any and all documents that may from time to time be helpful or necessary in order for Gas Co. to obtain the governmental approvals to carry on operations.

11. **Entire Contract.** No presumption shall be deemed to exist in favor of or against either party hereto as a result of the preparation and/or negotiation of this agreement. No inference or covenant shall be implied as to either party hereto since the full contractual obligations and covenants of each party is herein fully and expressly set forth.

12. **Conveyance of Property.** No change in ownership of the Property or royalties shall be binding on Gas Co. until a person acquiring any interest has furnished Gas Co. with proof satisfactory to Gas Co. of the Property and rights described above, payments hereunder may be made to Landowners in proportion to the interest held by Landowners.

13. **Adverse Claims.** If the Property is subject to an instrument granting rights to a party other than Gas Co. or in the event of dispute or litigation as to title or as to royalties or other sums payable hereunder or so paid in escrow by Gas Co. shall be deemed payment of royalties and other sums due hereunder.

14. **Counterparts.** In the event there is more than one Landowner, then this agreement may be executed by Landowners in one or more counterparts each of which shall constitute an original, but all of which when taken together shall constitute one agreement.

15. **Additional Provisions.** It is further understood and agreed that SEE Additional LEASE Provisions to be part of the OIL & GAS AGREEMENT, but not to be recorded

16. **Option to Lease.** If Landowners makes an offer to lease the oil and gas concerning any portion of the Property described herein at any time while this agreement remains in full force and effect, or within six (6) months thereafter, Landowners hereby agrees to notify Gas Co. in writing immediately of offer's name and the terms offered. Gas Co. shall have fifteen (15) days to accept or reject the said offer to lease the oil and gas covered by the offer at the price, terms, and conditions specified in the offer. Failure of Landowners to provide such notice to Gas Co. shall terminate any lease entered into between Landowners and such offeree. KLR W. M. M.

17. **No Third Party Payments.** Landowners hereby warrant that (i) the Property is not encumbered by an enforceable oil or gas lease of record or otherwise and that (ii) they are not currently receiving any bonus, rental, production royalty or shut-in royalty as the result of any prior oil or gas lease covering any or all of the subject Property, and that there have been no wells drilled upon the subject Property or upon any lands with which the Property has been combined in a uniting or production unit.

18. **Heirs and Assigns.** All provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, sublessees and assigns of the parties hereto, provided, however, that an assignment or sublease of this agreement in whole or in part shall release and discharge Gas Co. from any and all obligations or liabilities thereunder. Witness the proper execution of this agreement on the date above written with intent to be legally bound.

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

Willard J. McCracken (SEAL)

LANDOWNER

SS # 160-229140

LANDOWNER

SS # 306-24-8169

LANDOWNER

SS #

LANDOWNER

STATE OF Pa
COUNTY OF CLEARFIELD

On this 13⁴ day of FEB, 2020 before me, Kenneth L. Ranieta
the undersigned officer, personally appeared Willard E. Harriet Jean Mcneal

, satisfactorily proven to me to be the person¹ whose name² is³ _____
subscribed to the within instrument, and acknowledged that THEIR
executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



whose name is *Kenneth J. Rodriguez*

Notary Public

SEAL

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

BE IT REMEMBERED, that on the _____, day of _____, before me, the subscriber, a Notary Public, personally appeared _____, the subscribing witness to the execution of the above Indenture, who being duly sworn upon his oath according to law, doth depose and say that he did see _____ the Landowner(s) above named, sign and seal, and as _____ act and deed deliver the above indenture for the uses and purposes therein mentioned, and that the name of this deponent thereunto set and subscribed as a witness is of this deponent's own proper handwriting and that the foregoing Agreement to be their act and deed for the purpose therein mentioned and desire that the same might be recorded as such.

COMPANY ACKNOWLEDGMENT

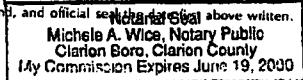
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF *Clarion*

SS

On this 15th day of February, 2000, before me:

to the foregoing instrument and in due form of law acknowledged the execution of the foregoing Agreement to be their act and deed for the purposes thereof, and that the same might be recorded as such.

• 1940 年 1 月 1 日起施行的《中華民國憲法》



Frederick D. Davis
NOTARY PUBLIC

IN THE COURT OF COMMON PLEAS
OF CLARION COUNTY, PENNSYLVANIA

RORABAUGH LUMBER COMPANY, : CIVIL DIVISION
: :
Plaintiff, : :
: :
vs. : NO. 01-440 C.D. 2001
: :
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
: :
: :
Defendants. : :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Answer and
Praecipe for Appearance was served upon Plaintiff's counsel by making service by
first class mail, addressed as follows:

Kim C. Kesner, Esq.
23 North Second Street
Clearfield, PA 16830

GRECO & LANDER, P.C.:


By Linda Cloak
AL LANDER, ESQ.
LINDA CLOAK, ESQ.

FILED

APR 23 2001
OJSS/NOCC
William A. Shaw
Prothonotary
R2K

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RORABAUGH LUMBER COMPANY,
Plaintiff

vs.

KRIEBEL MINERALS, INC., KRIEBEL
GAS, INC. and KRIEBEL RESOURCES,
Defendants

No.: 01-440-CD

Type of Case: Civil

Type of Pleading: Reply to New Matter

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Kim C. Kesner, Esquire
Supreme Court I.D. #28307
23 North Second Street
Clearfield, PA 16830
Phone: (814) 765-1706
Fax: (814) 765-7006

Other Counsel of Record:

Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214

FILED

MAY 09 2001

William A. Shaw
Prothonotary

#4

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RORABAUGH LUMBER COMPANY, :
Plaintiff :
: :
vs. : No.: 01-440-CD
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
:

REPLY TO NEW MATTER

13. The averments contained in Paragraph 13 of Defendant Kriebel's New Matter require no reply. To the extent that a reply is required and is relevant, the averments are specifically denied for the reasons set forth in Plaintiff's Complaint.

14. It is admitted that the deed to Lloyd McCracken, et ux. dated June 21, 1961 contains the language quoted in Paragraph 14 of Defendant Kriebel's New Matter. The averments concerning the meaning and effect of such language constitute conclusions or contentions of law to which no reply is required.

15. It is admitted that the Deed referenced in Paragraph 15 of Defendant Kriebel's New Matter to Willard J. McCracken and Harriet Jean McCracken is of record in the Office of the Recorder of Deeds of Clearfield County. The remaining averments of Paragraph 15 as to the purpose, meaning and effect of the Deed constitute conclusions or contentions of law to which no response is required.

16. It is admitted that the Lease with Willard J. and Harriet Jean McCracken dated February 1, 2000 is of record in the Office of the Recorder of Deeds of Clearfield County. The remaining averments of Paragraph 16 as to the purpose, meaning and effect of the Lease constitute conclusions or contentions of law to which no response is required.

17. The averments contained in Paragraph 17 of Defendant Kriebel's New Matter constitute conclusions or contentions of law to which no response is required. To the extent that a response is required and is relevant, the averments are specifically denied.

18. The averments contained in Paragraph 18 of Defendant Kriebel's New Matter constitute conclusions or contentions of law to which no response is required. To the extent that a response is required and is relevant, the averments are specifically denied.

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally for adequate and just compensation for its losses as more specifically averred in Plaintiff's Complaint.

Respectfully submitted:



Kim C. Kesner
Attorney for Plaintiff, Rorabaugh Lumber
Company

Commonwealth Of Pennsylvania

:

: S. S.

County Of Clearfield

:

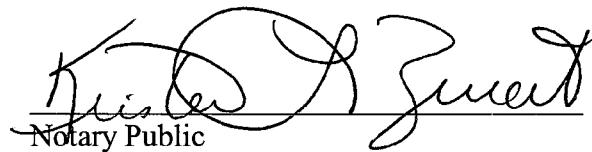
Before me the undersigned authority personally appeared, ROBERT D. RORABAUGH, who being duly sworn according to law deposes and says that he is a general partner of Rorabaugh Lumber Company and that as such officer, he is authorized and empowered to execute this Affidavit and that the facts and averments set forth in the foregoing Complaint are true and correct to the best of his knowledge, information, and belief.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and official seal.



Robert D. Rorabaugh, general partner
Rorabaugh Lumber Company

Sworn to and subscribed before me this 9th day of May, 2001.


Notary Public

My Commission Expires:



CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 9th day of May, 2001, I caused to be served a certified copy of Plaintiff's Reply to New Matter which I filed on behalf Plaintiff Rorabaugh Lumber Company, on Counsel for Defendant by First Class Mail, Postage Prepaid to the following address:

Alfred H. Lander, Esquire
East Main & Domenica Circle
P.O. Box 667
Clarion, PA 16214



Kim C. Kesner, Esquire
Attorney for Rorabaugh Lumber Company

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
No. 01-440-CD

RORABAUGH LUMBER COMPANY,
Plaintiff

vs

KRIEBEL MINERALS, INC., KRIEBEL
GAS, INC., and KRIEBEL RESOURCES,
Defendants

REPLY TO
NEW MATTER

FILED

MAY 09 2001

William A. Shaw
Prothonotary

KIM C. KESNER

ATTORNEY AT LAW
23 North Second Street
CLEARFIELD, PA 16830
(814) 765-1706

cc: K

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED 12/14/2001

CASE NUMBER	TYPE	TRIAL REQUESTED	ESTIMATED TRIAL TIME
01-440-CD	() Jury (x) Non-Jury		
Date Complaint Filed: March 30, 2001	() Arbitration		1 Days

PLAINTIFF(S)

RORABAUGH LUMBER COMPANY ()

DEFENDANT(S)

KRIEBEL MINERALS, INC., KRIEBEL GAS, INC. and

KRIEBEL RESOURCES

Check Block if
a Minor is a
Party to the
Case

ADDITIONAL DEFENDANT(S)

()

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

N/A

N/A

AMOUNT AT ISSUE

CONSOLIDATION

DATE CONSOLIDATION ORDERED

X more than

\$ 25,000.00

() yes (x) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.



FOR THE PLAINTIFF

Kim C. Kesner, Esquire

FILED

TELEPHONE NUMBER

814-765-1706

FOR THE DEFENDANT

Linda Cloak, Greco & Lander

DEC 14 2001

TELEPHONE NUMBER

814-226-6853

FOR ADDITIONAL DEFENDANT

William A. Shaw
Prothonotary

TELEPHONE NUMBER

1 copy
CA



IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RORABAUGH LUMBER COMPANY, : No. 01-440 C.D. 2001
Plaintiff, :
vs. : Type of Case: Civil
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
Defendants. : Type of Pleading:
: : MOTION FOR SUMMARY
: : JUDGMENT
: : Filed on Behalf of:
: : Defendants
: : Counsel of Record for
: : Defendants:
: : Al Lander, Esq.
: : PA I.D. #: 25821
: : Linda Cloak, Esq.
: : PA I.D. #: 85102
: : Greco & Lander, P.C.
: : P. O. Box 667
: : Clarion, Pennsylvania 16214
: : (814) 226-6853

FILED

DEC 20 2001
MILLIS/NOCL
William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

RORABAUGH LUMBER COMPANY,	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	
vs.	:	NO. 01-440 C.D. 2001
	:	
KRIEBEL MINERALS, INC., KRIEBEL GAS, INC. and KRIEBEL RESOURCES,	:	
	:	
Defendants.	:	

MOTION FOR SUMMARY JUDGMENT

Defendants, Kriebel Minerals, Inc., Kriebel Gas, Inc. and Kriebel Resources (hereinafter "Kriebels") by and through its attorneys, the Law Offices of Greco & Lander, P.C., hereby move for Summary Judgment in its favor on the Complaint filed in the above captioned case and in support thereof avers as follows:

1. The Plaintiff, Rorabaugh Lumber Company (hereinafter "Rorabaugh") by deed dated August 7, 1996, and recorded in Clearfield County Record Book 1778,

Page 568 obtained title to the surface only of a parcel of land located in Penn Township, Clearfield County. A copy of said deed is attached as Exhibit 4 to the Stipulation entered into by the parties and filed in this case.

2. The oil and gas under the subject property had been excepted and reserved in a deed dated June 21, 1961, and recorded in Clearfield County Deed Book 489, Page 572. A copy of said deed is attached as Exhibit 1 to the Stipulation entered into by the parties and filed in this case.

3. By deed dated March 1, 1975, and recorded in Deed Book 762, Page 29, the oil and gas and appurtenant drilling rights were transferred to Willard J.

McCracken and Harriet Jean McCracken (hereinafter "McCrackens"). A copy of said deed is attached as Exhibit 2 to the Stipulation entered into by the parties and filed in this case.

4. The McCrackens and Kriebel entered into a lease dated February 1, 2000, and recorded in Clearfield County at Instrument No. 2000 02560, a copy of which is attached as Exhibit 3 to the Stipulation entered into by the parties and filed in this case.

5. As per an agreement with Kriebel, some time in late October or early November, 2000, Rorabaugh cut all trees on the well site, roads, pipelines and other affected areas, took possession of all felled trees, and removed them from the affected area.

6. Rorabaugh received the value of the trees.

7. The only disputed issue in this action is the measure of damages for trees cut from a drill site prior to drilling a gas well.

8. The measure of damages applicable to this case is an issue of law to be decided by the court.

9. Because there is no genuine issue of material facts, Defendant is entitled to Judgment as a matter of law.

WHEREFORE, Defendant Kriebel Minerals, Inc., Kriebel Gas, Inc., and Kriebel Resources prays this Honorable Court to grant Summary Judgment with respect to all of the relief prayed for by Plaintiff in their Complaint.

Dated: 12/17, 2001

RESPECTFULLY SUBMITTED:


AL LANDER, ESQ.

LINDA CLOAK, ESQ.

Law Offices of Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214
(814) 226-6853

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RORABAUGH LUMBER COMPANY, : CIVIL DIVISION
: :
Plaintiff, : :
: :
vs. : NO. 01-440 C.D. 2001
: :
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
: :
: :
Defendants. : :

ORDER GRANTING DEFENDANTS SUMMARY JUDGMENT

AND NOW, this _____ day of _____, 2001, after consideration
of (i) Defendants' Motion for Summary Judgment, (ii) Defendants' Brief In Support
of Defendants' Motion for Summary Judgment, (iii) Plaintiff's Response thereto,
(iv) Argument of counsel, and (v) such other matters as the Court determined
appropriate, it is hereby ORDERED AND DECREED that:

Summary Judgment is hereby granted to Defendants as to all of the Plaintiff's
prays contained in their Complaint captioned above.

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS
OF CLARION COUNTY, PENNSYLVANIA

RORABAUGH LUMBER COMPANY, : CIVIL DIVISION
: :
Plaintiff, : :
: :
vs. : NO. 01-440 C.D. 2001
: :
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
: :
: :
Defendants. : :

CERTIFICATE OF SERVICE

I, Al Lander, Esq., hereby certify that a true and correct copy of the foregoing Motion for Summary Judgment was sent by U.S. mail, postage prepaid on December 18, 2001, to counsel of record as follows:

Kim C. Kesner, Esq.
23 North Second Street
Clearfield, PA 16830

GRECO & LANDER, P.C.:

By Linda Cloak
AL LANDER, ESQ.
LINDA CLOAK, ESQ.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RORABAUGH LUMBER COMPANY, : No. 01-440 C.D. 2001
: :
Plaintiff, : Type of Case: Civil
vs. : :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
: :
Defendants. : Type of Pleading:
: :
: : MOTION REQUESTING ORAL
: : ARGUMENT
: :
: : Filed on Behalf of:
: : Defendants
: :
: : Counsel of Record for
: : Defendants:
: :
: : Al Lander, Esq.
: : PA I.D. #: 25821
: : Linda Cloak, Esq.
: : PA I.D. #: 85102
: : Greco & Lander, P.C.
: : P. O. Box 667
: : Clarion, Pennsylvania 16214
: : (814) 226-6853
: :

FILED

DEC 20 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

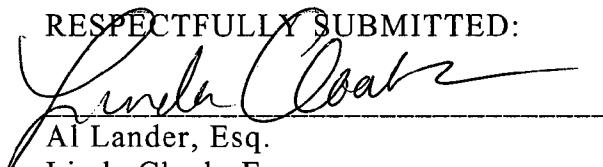
RORABAUGH LUMBER COMPANY, : CIVIL DIVISION
: :
Plaintiff, : :
: :
vs. : NO. 01-440 C.D. 2001
: :
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
: :
: :
Defendants. : :

MOTION REQUESTING ORAL ARGUMENT ON DEFENDANT'S
SUMMARY JUDGMENT MOTION

AND NOW comes Defendant Kriebel Minerals, Inc. (hereinafter "Kriebel"), by and through their counsel, the Law Offices of Greco & Lander, P.C., and submits the following Motion Requesting Oral Argument on Defendant's Summary Judgment Motion.

1. Defendant Kriebel has filed a Motion for Summary Judgment.
2. Kriebel hereby requests that this Honorable Court schedule Oral Argument on Defendant's Summary Judgment Motion.
3. Attached hereto is the proposed Order of Court scheduling Oral Argument.

RESPECTFULLY SUBMITTED:



Al Lander, Esq.
Linda Cloak, Esq.
Law Offices of Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214
(814) 226-6853

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RORABAUGH LUMBER COMPANY,	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	
vs.	:	NO. 01-440 C.D. 2001
	:	
KRIEBEL MINERALS, INC., KRIEBEL GAS, INC. and KRIEBEL RESOURCES,	:	
	:	
Defendants.	:	

ORDER OF COURT SCHEDULING ORAL ARGUMENT

AND NOW, this _____ day of _____, 2001, Oral Argument
having been requested, Oral Argument is scheduled for the _____ day of
_____, 2001, at _____ a.m./p.m., in Courtroom No. _____, before Judge
_____. Defendant's Brief in Support of Motion for Summary
Judgment is due _____. Plaintiffs' response and Brief are due
_____.

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RORABAUGH LUMBER COMPANY, : CIVIL DIVISION
: :
Plaintiff, : :
: :
vs. : NO. 01-440 C.D. 2001
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
: :
Defendants. : :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Motion Requesting Oral Argument was served upon the following by making service upon counsel of record addressed as follows:

Kim C. Kesner, Esq.
23 North Second Street
Clearfield, PA 16830

Dated: December 18, 2001

GRECO & LANDER, P.C.:

BY: Linda Cloak
ALLANDER, ESQ.
LINDA CLOAK, ESQ.

FILED

DEC 20 2001

11-2911-C
William A. Shaw
Prothonotary
Atty Lander

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RORABAUGH LUMBER COMPANY,

: No. 01-440 C.D. 2001

Plaintiff,

: Type of Case: Civil

vs.

KRIEBEL MINERALS, INC., KRIEBEL
GAS, INC. and KRIEBEL RESOURCES,

Defendants.

: Type of Pleading:

STIPULATION

Filed on Behalf of:
Defendants

Counsel of Record for
Defendants:

Al Lander, Esq.
PA I.D. #: 25821
Linda Cloak, Esq.
PA I.D. #: 85102
Greco & Lander, P.C.
P. O. Box 667
Clarion, Pennsylvania 16214
(814) 226-6853

FILED

DEC 20 2001

mlw/nc

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RORABAUGH LUMBER COMPANY, : CIVIL DIVISION

Plaintiff, : :

vs. : :

KRIEBEL MINERALS, INC., KRIEBEL
GAS, INC. and KRIEBEL RESOURCES, : :

Defendants. : :

NO. 01-440 C.D. 2001

FILED

DEC 20 2001

m 11:18/ncc

William A. Shaw
Prothonotary

STIPULATION

It is hereby stipulated by the undersigned counsel that the following documents are true and correct copies of the original documents and are admissible as evidence for the trial of this case without formal proof of authenticity, signatures, delivery and receipt, and that said documents are accurate and complete:

1. Copy of deed dated June 21, 1961, by and between Lloyd W. McCracken, et. ux., as grantors, and J. Harold McFadden, et. ux., as grantee, and recorded on June 22, 1961 in Clearfield County Deed Book Volume 489, Page 572, and made a part hereof as Exhibit 1 ("McFadden Deed").

2. Copy of deed dated March 1, 1975, by and between Sadie McCracken, as grantor, and Willard J. McCracken, et. ux., as grantee, and recorded June 8, 1978 in Clearfield County Deed Book Volume 762, Page 29, and made a part hereof as Exhibit 2 ("McCracken Deed").

3. Copy of oil and gas lease dated February 1, 2000, by and between Willard J. McCracken, et. ux., as lessors, and Kriebel Resources, as lessee, and recorded on

February 28, 2000, as Instrument No. 200002560, and made a part hereof as Exhibit 3 ("Kriebel Lease").

4. Copy of deed dated August 7, 1996, by and between William E. McFadden, et. ux., as grantor, and Rorabaugh Lumber Company, as grantee, and recorded August 7, 1996, in Clearfield County Record Book Volume 1778, Page 568, and made a part hereof as Exhibit 4 ("Rorabaugh Deed").

5. Copy of permit application for the McCracken No. 2 Well is attached hereto and made a part hereof as Exhibit 5 ("DEP Application").

6. Copy of permit for McCracken No. 2 well is attached hereto as Exhibit 6 ("DEP Permit").

FURTHERMORE, it is hereby stipulated by the undersigned counsel as follows:

7. On or about October, 2000, Kriebel marked the trees to be cut and Rorabaugh cut all trees on the well site, roads, pipelines and other affected areas, took possession of all felled trees, and removed them from the affected area.

8. The number, size and market value of the trees cut and removed by Rorabaugh are more fully set forth and described in the timber report of American Forestry dated January 27, 2000, and an amended report dated November 2, 2000. A true, correct and complete copy is attached hereto and made a part hereof as Exhibit 7.

9. Rorabaugh is a lumber company engaged in commercial enterprise of cutting timber trees and manufacturing them into saleable lumber. After cutting the

trees and manufacturing them into saleable lumber, Rorabaugh sold the same in the ordinary course of business.

10. After the drilling of the McCracken #2 well, all affected areas were backfilled to the approximate original contour and reseeded.

11. The parties have joint use of all roads and improvements remaining on the property with the exception of the well and wellhead equipment. *JK* *fc*

12. The undersigned have entered into this Stipulation with the understanding that these matters shall be considered stipulated and matters not in dispute with respect to hearings scheduled in conjunction with a civil suit.

None of the undersigned shall be required to introduce evidence as to such stipulated matters as all of such matters shall be considered as established of record without further evidence or dispute.

STIPULATING PARTIES:

RORABAUGH LUMBER COMPANY:


COUNSEL OF RECORD *12/14/01*
KIM C. KESNER, ESQ.

KRIEBEL MINERALS, INC.,
KRIEBEL GAS, INC. & KRIEBEL
RESOURCES:


COUNSEL OF RECORD
LINDA CLOAK, ESQ.

BOOK 489 PAGE 572

This Deed

Made the twenty-first day of June in the year of our Lord one thousand nine hundred and sixty-one (1961).

Between LLOYD W. McCACKEN and SADIE McCACKEN, his wife, of the Township of Penn, County of Clearfield, and State of Pennsylvania, Grantors of the first part,

A
N
D

J. HAROLD McFADDEN and MARGIE O. McFADDEN, of the same place, husband and wife as tenants by the entireties, Grantees of the second part.

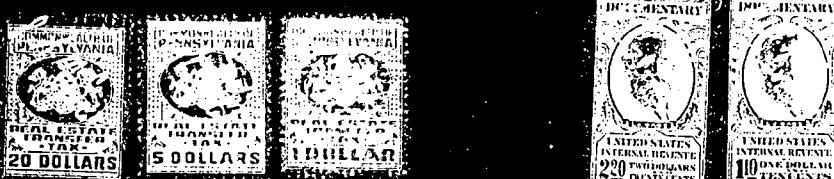
Witnesseth, that in consideration of Two Thousand Six Hundred Dollars, (\$2,600.00) in hand paid, the receipt whereof is hereby acknowledged; the said Grantors do hereby grant and convey to the said Grantee their Heirs and Assigns, as tenants by the entireties,

All that certain piece or parcel of land situate in the Township of Penn, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron rail corner of Harbison-Walker Refractories Company land, and also corner of Louise Panek land, and in line of land of the Grantor, herein named and being the Southeast corner of the land herein conveyed; thence by other land of the Grantor herein North eighty-three degrees and thirteen minutes West Eight hundred Sixty (860) feet, more or less to a point in the center line of the Township road leading from Grampian to the Pennsylvania State Highway Route 969; thence by said State Highway Route 969 South eighty-five degrees west Five Hundred Twenty-five (525) feet, more or less to a fifteen inch Hickory; thence still by said State Highway Route North seventy-five degrees West One Hundred Eighty (180) feet, more or less, to a clump of three maples; thence still by said Highway Route North sixty-five degrees West Seven Hundred (700) feet, more or less to an Oak clump; thence by land of Lloyd W. McCracken North five degrees and thirty minutes East Twenty-six Hundred (2600) feet, more or less to a post corner of land of J. Harold McFadden and C. A. Keiser; thence along the line of C. A. Keiser South thirty-five degrees East Twelve Hundred Seventy (1270) feet to a post; thence by the same North fifty-five degrees East Three Hundred Seventy-nine and Five tenths (379.5) feet to a point in the center line of the aforesaid Township Road; thence by line of land of Louise Panek and along the Township Road South Sixteen degrees East Twelve Hundred

Twelve and Seventy-five one hundredths (1212.75) feet to a White Oak; thence by the same South thirty degrees East Eleven Hundred Fifty (1150) feet more or less to the iron rail and place of beginning. Containing Seventy-nine and Sixty-six one hundredths (79.66) acres, more or less, and being part of a larger tract of land conveyed to Lloyd W. McCracken by Lee McCracken by Deed dated April 10, 1939 and recorded in Deed Book No. 360 at page 78. A draft of which is outlined in red and is hereto attached and made part of this conveyance.

Excepting and reserving out of and from the above described premises all the coal, clay, oil and gas, and other minerals, under the same, together with the right to enter, sink oil and gas wells, mine and remove all the coal, clay, schutes, dunnrs, improvements, and roads, on the land as may be necessary to conveniently drill for, mine and transport such coal, clay, oil and gas, and other minerals, to and over said lands.



This Document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land.

MAP SHOWING
LAND CONVEYED TO W. HENRY WETHDUFY at the S. corner
LLOYD MCCRACKEN
PENN TOWNSHIP GREENFIELD CO. PENNSYLVANIA
SCALE: 1/4 MILE
June 19, 1961

PENN TOWNSHIP
SCALE: 1" = 500'
MICHIGAN
GREENFIELD CO.
PENN TOWNSHIP
JUNE 12, 1966

Lloyd McCREA
2004

LLOYD M^S CRACKEN

J. HANCKE MCFARLAIN
79.6545

40-05524
2
LOUISE PANKE

Notes

489 PAGE 574

And the said Grantors Will Warrant Generally

the property hereby conveyed.

In Witness Whereof, said Grantors have hereunto set their hands and seals
the day and year first above written.

Signed, Sealed and Delivered

in the presence of

in the presence of
Clyde Nichols

Livingston's Grasen

Lloyd W. McCracken

Sapiea heteracantha

Sadie McCracken

Commonwealth of Pennsylvania

County of Clearfield

On this, the 21st day of June A. D. 19 61, before me
the undersigned officer, personally
appeared Lloyd A. McCracken and Sadie McCracken, 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.
In witness whereof, I hereunto set my hand and official seal.

Clyde Nicholson Jr.
JUSTICE OF THE PEACE

JUSTICE OF THE PEACE

My Commission Expires Jan. 1, 1962

1. Title of Officer

I Herby Certify, that the precise residence of the Grantees is Penn
R.D. Chapman, Pa.
Township, Clearfield County, Pennsylvania.

Attorney for ~~Hunters~~

Dr. Hunter

Donald R Miksad

ENTERED OF RECORD JUNE 22- 1961, 9:35 A.M. DICK REED, RECORDER

VOL 762 PAGE 029

This Deed

Made the 1st day of March
Lord one thousand nine hundred and seventy-five (1975). in the year of our

Between SADIE McCACKEN, Widow, of Penn Township, Clearfield
County, Pennsylvania, Grantor of the first part,

A
N
D

WILLARD J. McCACKEN and HARRIET JEAN McCACKEN, husband and wife,
as tenants by the entireties, of the Borough of Curwensville,
Clearfield County, Pennsylvania, hereinafter Grantees of the second
part,

Witnesseth, that in consideration of the sum of One (\$1.00)-----
in hand paid, the receipt whereof is hereby acknowledged; the said Grantor do es
hereby grant and convey to the said Grantees B, their Heirs and Assigns,
as tenants by the entireties,

All that certain parcel or tract of land situated in Penn Township,
Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the left bank of the Susquehanna River,
corner of this land and land of D. W. Hoyt Estate; thence up the
left bank of said River South sixty-eight and one-half (68 $\frac{1}{2}$) degrees
and three-fourths (87 $\frac{3}{4}$) degrees West fourteen and five-tenths (14.5)
(34) perches, North seventy-one and one-half (71 $\frac{1}{2}$) degrees West thirty-four
perches, North seventy-seven and one-half (77 $\frac{1}{2}$) degrees West thirty-four
Hundred twenty-seven (127) perches, North seventy and one-half (70 $\frac{1}{2}$)
degrees West twenty (20) perches, North sixty-four and one-half (64 $\frac{1}{2}$)
degrees West thirty (30) perches; thence by D. W. Hoyt Estate North
forty-two (42) degrees West twenty and five-tenths (20.5) perches,
North forty-eight and one-half (48 $\frac{1}{2}$) degrees West twenty-seven (27)
perches, North three and one-half (3 $\frac{1}{2}$) degrees West thirty (30) perches,
North eighteen and three-fourths (18 $\frac{3}{4}$) degrees West sixteen (16)
perches, North thirty-five and one-half (35 $\frac{1}{2}$) degrees West twenty-four
perches, North twenty-two and one-half (22 $\frac{1}{2}$) degrees West twenty-four
(24) perches; thence North fifty-five (55) degrees West thirty-eight
(38) perches; thence North thirty-five (35) degrees West seven (7)
perches; thence by land of Elah Johnson Estate and Hoyt heirs North fifty-
five (55) degrees East One Hundred thirty-four (134) perches to post;
thence by land of J. P. Hoyt Estate South thirty-five (35) degrees
East seventy-seven (77) perches to a post; thence by the same North
fifty-five (55) degrees East twenty-three (23) perches to a post; thence
by Fetzer Estate South sixteen (16) degrees East seventy-three and
five-tenths (73.5) perches to a white oak; thence by the same and D.W.
(174) perches to place of beginning. CONTAINING Two Hundred seventy-
nine (279) acres and One Hundred five (105) perches, together with
house, barn and other outbuildings.

EXCEPTING AND RESERVING the parcels of land which have heretofore
been conveyed out of same.

VOL 762 PAGE 030

BEING the same premises which vested in Lloyd W. McCracken and
Sadie McCracken, his wife, by Deed dated May 2, 1966 and recorded
in the Recorder's Office of Clearfield County in Deed Book 521, page
314. The said Lloyd W. McCracken having died on October 31, 1971,
the entire title thereby vested in Sadie McCracken, the surviving
spouse and Grantor herein.

(THIS TRANSACTION IS BETWEEN PARENT AND CHILD).

This Document may not sell, convey, transfer, include or insure the title to the coal
and right of support underneath the surface land described or referred to herein, and
the owner or owners of such coal may have the complete legal right to remove all of
such coal and, in that connection, damage may result to the surface of the land and
any house, building or other structure on or in such land.

And the said Grantor Will Warrant **SPECIALLY**

the property hereby conveyed

In Witness Whereof, said Grantor has hereunto set her hand and seal
the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Cecil A. Burns

Sadie McCracken

Sadie McCracken

Commonwealth of Pennsylvania
County of **CLEARFIELD**

On this, the 21st day of March A. D. 1975, before me
appeared SADIE McCRAKEN, Widow, 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.
In Witness Whereof, I hereunto set my hand and official seal.

Cecil A. Burns

RECORDER OF DEEDS

Title of Officer
My Commission Expires
First Monday in January 1976

A. D. 19, before me
the undersigned officer, personally

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.
In Witness Whereof, I hereunto set my hand and official seal.

Time 2:12 P.M.
By Sadie J. McCracken
Fees \$0.00
Cecil A. Burns, Recorder

Title of Officer

VOL 762 PAGE 032

State of

County of

On this, the

day of

A. D. 19, before me
the undersigned officer, personally

appeared 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.

In Witness Whereof, I hereunto set my hand and official seal.

.....
Title of Officer

I hereby certify, that the precise residence of the Grantees

Grampian Road
Curwensville, Pa. 16833

Attorney for Willard J. McCracken

AFFIDAVIT NO. 7169

At 19m

From

SADIE McCRAKEN, Widow

To

WILLARD J. McCRAKEN and
HARRIET JEAN McCRAKEN,
husband and wife, as
tenants by the entireties

DONALD R. MIKESELL
ATTORNEY AT LAW
CLEARFIELD BANK AND TRUST COMPANY, SUITE 100
CLEARFIELD, PA. 16830

Entered of Record June 8 1978, 2:17 Cecil Burns, Recorder

Commonwealth of Pennsylvania

County of

Recorded on this
A. D. 19, in the Recorder's Office of the said County in Deed Book
Volume Page
Given under my hand and the seal of the said Office, the date above written.

Recorder

AND GAS AGREEMENT

AFFIDAVIT No. 334505

Date: 2-1-2000

WILLARD J & HARRIET JEAN McCRAEKA

Landowners (and husband):

RR # 2 BOX 192

CURWENSVILLE, PA 16833

Gas Co.: Kriebel Resources, P.O. Box 765, Clarion, Pennsylvania 16214

AFFIDAVIT No. 33443

1. **Leasing Clause.** Landowners in consideration of One (\$1.00) Dollar in hand paid by the Gas Co., receipt of which is hereby acknowledged, grant and convey unto the Gas Co. its heirs, executors, administrators, successors, and assigns, and warrant generally title to, all the oil, gas, surface and Drilling Rights in, on and under all that certain place, parcel, or tract of land situate in

GREENWOOD, PA, Township:

CLEARFIELD

County, Pennsylvania, bounded and described as follows:

On the North by lands of WM MCFADDEN

Clarence KEISER JR ETA 1

On the East by lands of EFO RORTY PRS

Joseph PANEK WR ETA 1 USA

On the South by lands of

RIVER

On the West by lands of DE JASA BUTTERbaugh Bros LAND ETA 1 GUINER WM MCFADDEN
Containing 260 Acres, more or less, also referred to by Tax Map No. 25 E 12-5 25-F 12-5 25-F 12-5 16 18 KUREN, PA
and herein collectively referred to as "Property".2. **Drilling Rights.** In addition, "Property" shall include all oil, gas and surface rights owned or claimed by landowners in and under lands which are adjacent, contiguous to or form a part of the lands above described. Gas Co. is hereby granted the exclusive right of drilling and operating the Property alone or in conjunction with neighboring lands for producing oil and gas by any means, and all rights necessary, convenient and incident thereto, including but not limited to, the right to conduct geological and geographical surveys and explorations on the Property, to drill new wells, recondition existing wells and rental and use abandoned wells pipe and equipment on the property, to construct and maintain buildings, plants, driers, tanks, generators, compressor stations, pipes, meters, regulators, tools, appliances, materials and other equipment used for and producing oil and gas, and pipelines, telephone lines, electric power lines, leading from adjoining lands on and across the Property and other lands which rights shall continue at Gas Co.'s option after the termination of this Agreement, which option shall be exercised through continued use of the then existing pipelines, telephone lines and electric power lines which may be repaired or replaced, or by Gas Co. giving written notice of exercise and similar rights for roadways which rights shall continue there after so long as Gas Co., its heirs and assigns desire to maintain the same; the right to use water, oil and gas and other materials from the Property for operating purposes, and Gas Co. is released of all damages, including but not limited to, surface improvements and wastes and has the right of removing either during or at any time after the term hereof, all casing, tubing, machinery, buildings, structures and property of the Gas Co. and its assigns and employees. In the event that Gas Co. constructs a meter and pipeline or lease on landowner's Property for the benefit of an adjacent property, and refer to the drilling of a well in the said property, Gas Co. shall pay, for the wells known on this date, one-half Thousand Dollars per meter and One Dollar per rod for route and pipeline. All of the above described rights shall be herein referred to as "Drilling Rights". Landowners release any right of indemnification that they may have against Gas Co.3. **Existing Wells.** It is understood and agreed that this Agreement does not convey any right, title or interest to Gas Co. in any existing well on the Property.4. **Term.** Gas Co. has the right to enter upon the Property to drill for oil and gas within 12 months from 3-31-2000 and as long thereafter as (1) oil or gas or other hydrocarbons is produced from the Property or any lands pooled or unitized therewith, (2) operations continue for the production of oil or gas, (3) Gas Co. shall continue to pay landowners \$800 per acre per year as delayed rentals, (4) an application for a drilling permit is pending with the appropriate authority, and Lessee, after notice of such claim, commences drilling operations within a reasonable time thereafter and continues same with due diligence, provided such permit application was filed prior to the expiration of the primary term, (5) a completed oil or gas well would be capable of producing oil or gas from any portion of the premises or any lands pooled or unitized therewith, but for acts of God, unavailability or interruption of markets or pipelines, or any other causes, which have caused Lessee not to commence production from such well or to suspend production from such well, (6) or until all oil and gas has been removed from the Property, whichever shall last longer.5. **Utilization.** Gas Co. is hereby granted the right to pool and unitize all or any part of the Property with any other leases or leases, land or lands, mineral estates, or any other property which is owned by Gas Co. or others, to create one or more drilling or production units. The commencement, drilling, completion and production of a well on any portion of the unitized area under the terms of this paragraph shall, except for the reasons cause described below, have the same effect upon the terms of this Agreement as if such well were completely drilled, completed, or produced on the Property. As to each drilling or production unit designated by Gas Co., Landowners agree to accept and shall receive one-half of the production or the proceeds from the production from such well, each correlative to the number of acres of the Property which may be included from time to time in any such unit basis, to the total number of acres included in such unit. Gas Co. may at any time increase or decrease the number of two or more units covered by the Agreement which is included in any drilling or production unit, or exclude it altogether.6. **Royalty and Reserved Gas.** Gas Co. agrees to pay landowners a royalty equal to one-eighth part of the oil and gas produced, saved and marketed from a well on the Property, with said one-eighth part to be valued at the price received by Gas Co. at the wellhead at the time of production, for oil and gas in its natural state after deducting from such proceeds, severance, ad valorem and other applicable taxes, together with the reasonable costs incurred by the Gas Co. in preparing such oil and gas for market including, but not limited to, the cost of any necessary treatment or separation and the cost of transporting such oil and gas to the point of sale. In no event shall royalty be required to be paid to Landowners based upon a price higher than the Gas Co.'s permitted by law to receive. Settlement thereof shall be made quarterly for production during the preceding calendar quarter. Unless Landowners deliver written notice to Gas Co. of a drilling or a drilling with respect to royalty payments or of an alleged breach of any of the terms of this Agreement within sixty (60) days from the date the same is paid or the alleged breach occurs, then said payment shall be binding upon Landowners and the alleged breach shall be deemed to be waived. In addition, Landowners may lay a lien on any well producing gas on the Property, and hereby except and reserve such amount of gas as they shall use each year for heat in the one dwelling house presently on said Property, out of any surplus gas over and above what Gas Co. requires for its drilling and operating for said oil and gas, and subject to the use, operations, pumping and right of abandonment of any well by Gas Co. Landowners to use gas at their own risk and in a prudent, efficient manner without committing waste of any kind, and to subscribe to and be bound by the reasonable rules and regulations of said Gas Co., relating to such use of gas, but in no event shall Landowners use and consume more than 100,000 cubic feet of gas per year.7. **Payment of Royalties.** All payments may be made by check mailed to Landowners at the above address or deposited to their credit in their bank, or by check mailed to them at the above address or in such manner as Landowners and Gas Co. shall otherwise agree. Provided, however, that Gas Co. may apply any money it may owe of which may become due to Landowners to satisfy liens or other encumbrances against the Property, and set off any money it may owe Landowners in the event that Landowners owe Gas Co. money because of an overpayment of royalty or otherwise.8. **Force Majeure.** Gas Co. shall be excused from performance, and this agreement shall not be in breach, and the term thereof shall be extended, if it shall be prevented from operating on the Property by law, by operation of force majeure (including, without limitation, lightning, earthquakes, fire, storm, flood, weather) or by any cause beyond Gas Co.'s control. Gas Co. shall thereafter exercise reasonable diligence to resume operations. In the event the title to the Property is for any reason closed by or action is filed in any court of law or equity, involving the title to said Property or any part thereof, the time of such delay or the continuance of said delay or court action shall not be counted in computing the term of this agreement or the obligations hereunder, and Gas Co. shall not be obligated to perform any of its covenants and conditions. Landowners shall provide Gas Co. with a copy of the certificate and abstract of title for the property that Landowners or Landowner's attorney may have, if requested by Gas Co.9. **Survivor.** It is agreed that upon the payment of One (\$1.00) Dollar, Gas Co., its successors and assigns, may terminate this agreement and thereby be released of all covenants and obligations herein set forth even if unfulfilled by (1) determining that the oil and gas has been exhausted from the Property; or (2) re-conveying the oil and gas and remaining privileges given to Landowners.10. **Drilling Permits.** Landowners, for themselves, their heirs, executors, administrators, successors and assigns, agree to execute any and all documents that may from time to time be helpful or necessary in order for Gas Co. to obtain the governmental approvals to carry on operations.11. **Entire Contract.** No presumption shall be deemed to exist in favor of or against either party hereto as a result of the operation and/or negotiation of this agreement. No inference or covenant shall be implied as to either party hereto since the full contractual obligations and covenants of each party is herein fully and expressly set forth.12. **Conveyance of Property.** No change in ownership of the Property or royalties shall be binding on Gas Co. until a person acquiring any interest has furnished Gas Co. with proof satisfactory to Gas Co. of such change in ownership. Landowners agree not to enter into any oil and gas agreement with any other party with regard to the Property until this agreement is terminated. If Landowners do not have title to all of the Property and rights described above, payments hereunder may be made to Landowners in proportion to the interest held by Landowners.13. **Adverse Claims.** If the Property is subject to an instrument granting rights to a party other than Gas Co. or in the event of dispute or litigation as to title or as to royalties or other sums payable hereunder or any part thereof, royalties and other payments may be held in escrow by Gas Co. until such instrument has been released or cancelled as to the Property and until such dispute or litigation is terminated. The sum so paid in escrow by Gas Co. shall be deemed payment of royalties and other sums due hereunder.14. **Counterparts.** In the event there is more than one Landowner, then this agreement may be executed by Landowners in one or more counterparts each of which shall constitute an original, but all of which when taken together shall constitute one agreement.15. **Additional Provisions.** It is further understood and agreed that SEE Additional / EASE Provisions to be part of the OIL & GAS AGREEMENT, but not to be repeated.16. **Option to Lease.** If Landowners receives an offer to lease the oil and gas comprising any portion of the Property described herein at any time while this agreement is in full force and effect, within 6 months thereafter, Landowners hereby agree to notify Gas Co. in writing immediately of all terms and the terms offered. Gas Co. shall have fifteen (15) days to accept or reject the said offer to lease the oil and gas covered by the offer at the price, terms, and conditions specified in the offer. Failure of Landowners to provide such notice to Gas Co. shall terminate any lease entered into between Landowners and such offeror.17. **No Third Party Payments.** Landowners hereby warrant that (i) the Property is not being encumbered by any interest in oil or gas lease of record or otherwise and that (ii) they are not currently receiving any bonus, rental, production royalty or shut-in royalty as the result of any prior oil or gas lease covering any or all of the subject Property, and that there have been no wells drilled upon the subject Property or upon any lands with which the Property has been combined in a drilling or production unit.18. **Holds and Asigns.** All provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, sublessees and assigns of the parties hereto, provided, however, that an assignment or sublease of this agreement in whole or in part shall release and discharge Gas Co. from any and all obligations or liabilities hereunder. Witness the proper execution of this agreement on the date above written with intent to be legally bound.

WITNESS

Willard J. McCrae (SEAL)

WITNESS

Harriet Jean McCrae (SEAL)

WITNESS

Landowner SS#

WITNESS

Landowner SS#

WITNESS

Landowner SS#

By: *Willard J. McCrae* (SEAL)

07/02/01 MON 12:08 [TX/RX NO 7897]



THIS DEED VOL 1778 PAGE 568

MADE the 7 day of August in the year nineteen hundred and ninety-six (1996).

BETWEEN WILLIAM E. MCFADDEN, SR., and ELIZABETH J. MCFADDEN, husband and wife, of R.D.#1, Box 464, Grampian, Clearfield County, Pennsylvania 16838, party of the first part, hereinafter referred to as the "GRANTORS";

-AND-

RORABAUGH LUMBER COMPANY, a general partnership of Robert D. Rorabaugh, Daniel Rorabaugh, and Roger D. Rorabaugh, general partners, of P.O. Box 321, Burnside, Clearfield County, Pennsylvania 15721, party of the second part, hereinafter referred to as the "GRANTEE"

WITNESSETH, that in consideration of the sum of Twelve Thousand Six Hundred (\$12,600.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the Grantee, its heirs, executors, administrators, and assigns forever.

ALL that parcel of land lying west of Township Road T-464 and being 1/2 mile northwest of the intersection of Township Road T-464 with Pennsylvania State Route 969 in Penn Township, Clearfield County, Pennsylvania, and being more particularly described in accordance with a survey thereof by Curry and Associates, David J. Thorp, Registered Professional Land Surveyor No. 37822-E, dated April 9, 1996 as follows:

Beginning at a 3/4 inch rebar set at the northernmost corner of Willard J. and Harriet Jean McCracken as was conveyed to them in Deed Book 762, Page 29, said rebar being on the southeastern line of other lands of William E. and Elizabeth J. McFadden, as was conveyed to them in Deed Book 575, Page 132, said rebar also being the westernmost corner of the land herein conveyed and running thence North 49 degrees 48 minutes 48 seconds East for a distance of 883.12 feet along other lands of William E. and Elizabeth J. McFadden and along Betty W. Keiser to a 1 inch square iron pin found witnessed; thence south 41 degrees 11 minutes 12 seconds East for a distance of 1133.92 feet along Betty W. Keiser to a 3/4 inch rebar set; thence along Lot 1 and along the edge of the cultivated fields the following courses and distances: (a) South 68 degrees 32 minutes 21 seconds West for a distance of 629.72 feet to a 3/4 inch rebar set; (b) South 26 degrees 42 minutes 10 seconds East for a distance of 354.27 feet to a 3/4 inch rebar set; (c) South 14 degrees 22 minutes 59 seconds East for a distance of 418.00 feet to a 3/4 inch rebar set; (d) South 06 degrees 46 minutes 25 seconds East for a distance of 279.59 feet to a 3/4 inch rebar set; (e) South 04 degrees 06 minutes 46 seconds East for a distance of 419.46 feet to a 3/4 inch rebar set; (f) North 79 degrees 43 minutes 37 seconds West for a distance of 348.65 feet to a 3/4 inch rebar set; (g) South 10 degrees 42 minutes 18 seconds West for a distance of 272.01 feet to a 3/4 inch rebar set on the northerly line of Willard J. and Harriet Jean McCracken; thence North 69 degrees 41 minutes 50 seconds West for a distance of 54.30 feet along Willard J. and Harriet Jean McCracken to a 3/4 inch rebar set in the center of an oak clump found; thence North 18

degrees 33 minutes 14 seconds West for a distance of 2221.38 feet along same to a 3/4 inch rebar set and place of beginning. Containing 41.980 acres and identified as Lot 3 of the William E. and Elizabeth J. McFadden subdivision, a map of which has been recorded concurrently herewith.

BEING a portion of premises conveyed by J. Harold McFadden and Marie O. McFadden, husband and wife, to William E. McFadden, Sr., (referred to herein as William E. McFadden) and Elizabeth J. McFadden, Grantors herein, by deed dated December 3, 1970 and recorded on May 19, 1976, in the office of the Recorder of Deeds of Clearfield County in Deed Book Volume 575, page 132.

ALSO granting and conveying unto the Grantee, its successors and assigns, the full, free liberty and right at all times hereafter forever, to have and use a right-of-way thirty (30') feet wide along the southern line of Lot 1 of the above referenced William E. and Elizabeth J. McFadden subdivision and being more particularly described as follows for any and all purposes connected with the use and occupation of the premises hereby conveyed: Beginning at a P.K. Nail set in the centerline of Township Road T-464 at the corner of Willard J. and Harriet Jean McCracken, at the southwest corner of Lot 2 and at the southeast corner of Lot 1 and being more particularly described as follows: thence South 75 degrees 34 minutes 22 seconds West for a distance of 532.43 feet along Willard J. and Harriet Jean McCracken to a spike set in an old hickory stump; thence North 84 degrees 25 minutes 21 seconds West for a distance of 170.64 feet along same to a 36 inch maple with 3 main branches; thence North 69 degrees 41 minutes 50 seconds West for a distance of 656.15 feet along same to a 3/4 inch rebar set and corner of Lot 3 of the William E. and Elizabeth J. McFadden Subdivision; thence North 10 degrees 42 minutes 18 second East for a distance of 30.43 feet along Lot 3 to a point; thence South 69 degrees 41 minutes 50 seconds East for a distance of 657.34 feet through Lot 1 to a point; thence South 84 degrees 25 minutes 21 seconds East for a distance of 161.47 feet through Lot 1 to a point; thence North 75 degrees 34 minutes 22 seconds East for a distance of 519.60 feet through Lot 1 to a point in the centerline of Township Road T-464, and on the western side of Lot 2; thence South 28 degrees 32 minutes 14 seconds East for a distance of 30.93 feet to a P.K. Nail set and place of beginning.

TOGETHER with all and singular, the improvements, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of the said party of the first part in law, equity, or otherwise, howsoever, of, in, and to the same and every part thereof,

TO HAVE AND HOLD the said hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances unto the said party of the second part, its heirs, executors, administrators, and assigns, to and for the only proper use and behoof of the said party of the second part, its heirs, executors, administrators, and assigns, FOREVER.

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662 B

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" we, the undersigned grantors, hereby certify that we know and understand that we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. We further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Roxabaugh Lumber Company

Witness:

BY:

This 7 day of August 1796.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED, OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended).

AND the said Grantors will SPECIALLY warrant and forever defend the property hereby conveyed.

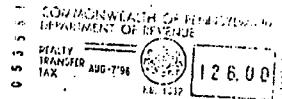
IN WITNESS WHEREOF, the said Grantors have hereunto set their hand and seal the day and year first above written.

Sealed and delivered
in the presence of:

William E. McFadden
as to 1st

William E. McFadden (SEAL)
William E. McFadden, Sr.

Elizabeth J. McFadden (SEAL)
Elizabeth J. McFadden



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Certificate of Residence

I hereby certify that the precise residence of the Grantee herein is as follows:

P.O. Box 321
Burnside, PA 15721

Kim C. Kesner, Esquire
Attorney or Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS

On this, the 7th day of December, 1996, before me, the undersigned authority, personally appeared William E. McFadden, Sr. and Elizabeth J. McFadden, husband and 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 1st day of January, 1988.

... BING scr my hand and o

N.Y. - 1944

My Commission Expires:

NOTARIAL SEAL
A. A. OGDEK, Notary Public
Twp., Clearfield County, Pa.
Commission Expires Nov. 16, 19

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania

CLARK FIELD COUNTY
F.I.T. - F.R. CORD
TIME 11:45 pm 8-7-54
BY Kim Kerner
FEE 13.50
Karen L. Starck, Recorder

CURWENSVILLE AREA SCHOOL DISTRICT
1% REALTY TAX
AMOUNT \$ 126.00
PAID 8-7-96 MAREN L. STARCK
Date

Entered of Record 8-7 1996, 1:45pm Karen L. Starck, Recorder

KRIEBEL GAS, INC.

Home Office:

P.O. Box 765, E. Main Street & Domenica Circle
Clarion, Pennsylvania 16214-0765

Telephone (814) 226-4160

Facsimile (814) 226-9582

January 21, 2000

Commonwealth of Pennsylvania
Dept. of Environmental Protection
Bureau of Oil and Gas Management
400 Waterfront Drive
Pittsburgh, PA 15222-4745

Re: McCracken #2
Permit Application

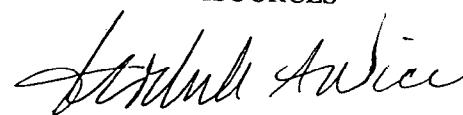
Dear Sirs:

Please find enclosed a non-coal permit application and all of the necessary attachments for the above referenced location, along with a check for \$350.00

If you have any questions, please do not hesitate to contact me.

Sincerely,

KRIEBEL RESOURCES



Michele A. Wice
Administrator of Land and Leasing

Enclosures



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Oil & Gas Management Program

DEP USE ONLY	
Application tracking #	
Check #	Amount \$

PERMIT APPLICATION FOR DRILLING OR ALTERING A WELL

		DEP USE ONLY							
Notes	OGO #	Objection Date - Do not issue before:		Well Permit #					
	Bond #			Special Cond. A B C D E F					
	C: G:	Date Approved:		Watershed Name:					
	INV:			Designation: HQ EV					

Please read instructions before you begin filling in this form.

Applicant (Operator) Name KRIEBEL GAS, INC.	DEP ID# 69637	Phone 814-226-4160	FAX 814-226-9582		
Mailing Address (Street or PO Box) P.O. Box 765, East Main Street	City CLARION	State PA	Zip +4 16214	Country (if not USA)	
(Well) Farm Name Mccracken	Well # #2	Serial #	PERMIT TYPE -- Application is for (check one):		
County Clearfield	Project # (if assigned by DEP for this tract)		<input checked="" type="checkbox"/> Drill New Well	<input type="checkbox"/> Deepen, Redrill, or Alter Existing Well	<input type="checkbox"/> Other: (Specify)
If you are applying for a permit to re-drill, drill deeper, or alter a well that was previously permitted or registered, <i>or for a well site that was previously permitted but not drilled</i> , check this box <input type="checkbox"/> and enter the permit or registration number here:			TYPE OF WELL - check one. (Application Fee)		
If applying for a permit to rework an existing well not registered or permitted, check this box <input type="checkbox"/> and enter date drilled, if known: (see instructions)			<input checked="" type="checkbox"/> Gas, or Combination (gas & oil in non-coal area only) (\$350)	<input type="checkbox"/> Oil (\$250)	
			<input type="checkbox"/> Gas Storage (\$350)	<input checked="" type="checkbox"/> Coal-Bed Methane (\$350)	
			<input type="checkbox"/> Injection - Disposal (\$150)	<input checked="" type="checkbox"/> Injection - Enhanced Recovery (\$250)	
			<input type="checkbox"/> Change in Use (\$100)	<input checked="" type="checkbox"/> Redrill, Drill Deeper, Alteration (\$100)	
			Other, specify:		

COORDINATION WITH REGULATIONS AND OTHER PERMITS Yes No DEP USE ONLY

Oil And Gas Conservation Law

- 1). Will the well be subject to the Oil and Gas Conservation Law? If "No", go to 2.
 - 1).a. If "Yes" to #1, is the well at least 330 feet from outside lease or unit boundary?
 - 1).b. Does the location fall within an area covered by a spacing order?

Coal Mining & Coal Resources

- 2). Will the well penetrate a workable coal seam?
 - 2).a. If "No", on what do you base your answer? (reference)
- 3). If the well will penetrate a workable coal seam, and the well is a "non-conservation" gas well, does the location comply with the distance requirements of Section 7 of the Coal and Gas Resource Coordination Act? (At least 1,000 feet from all existing wells, and 330 feet from the tract boundary).
 - 3).a. If "No", is the required exception request attached? (Check here if re-working an existing well:
- 4). If the well will penetrate a workable coal seam, will it be drilled at a location where the coal has been removed?
- 5). Will the well be drilled through an active (operating, or projected) coal mine, or within 1,000 feet of the boundary?
 - 5).a. If "Yes", print the names of... Mine: Operator:

Gas Storage Fields

- 6). Will the well penetrate or be within 2,000 feet of an active gas storage reservoir?
- 6).a. If Yes, print the names of... Storage Field: Operator:

Landfills 7). Is the proposed well location within the permitted area of a landfill?

Location Waivers And Variances

- 8). Will the well or any disturbed area of the well site be within 100 feet (measured horizontally) of a stream, spring or body of water identified on the most current 7½' topographic map?
 - 8).a. If "Yes", is a request for a waiver (form 5500-FM-OG0057), and E&S control plan for the well site attached?
- 9). Will the well or any disturbed area of the well site be within 100 feet of a wetland one acre or larger in size?
 - 9).a. If "Yes", is a request for a waiver (form 5500-FM-OG0057), and E&S control plan for the well site attached?
- 10). Will the well be drilled within 200 feet (horizontally) from any existing building or an existing water supply?
 - 10).a. If "Yes", is written consent from the owner attached?
 - 10).b. If written consent is not attached, is a variance request (form 5500-FM-OG0058) attached?

SIGNATURE of Applicant

The person signing this form attests that they have the authority to submit this application on behalf of the applicant, and that the information, including all related submissions, is true and accurate to the best of their knowledge.

Signature of Person Authorized to Submit Applications	(Print or Type)	Name of Signer: JAMES E. KRIEBEL	Date
		Title: PRESIDENT	



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

PERMIT APPLICATION FOR DRILLING OR ALTERING A WELL

List the following: surface landowner; all landowners or water purveyors whose water supplies are within 1,000 feet of this proposed well location; gas storage operator if within 2000 feet; all coal owners and lessees of all underlying workable coal seams; operators of underground coal mines at the proposed location, and coal operators with a deep mine within 1,000 feet. Mark the boxes, "X", which show the parties' interests. Use additional forms if you need more space. You are required to notify each of these parties.

Farm Name - Well #	McCRAKEN #2
Applicant Name	KRIEBEL GAS, INC.
DEP USE ONLY	Application Tracking #
	DEP ID# 69637

Name:	Address:	Surface Landowner	Coal Owner	Coal Lessee	Coal Mine Operator	Within 1,000 feet		Notification		
						Gas Storage Operator	Surf Owner with water	Water Purveyor	Coal Mine Operator	Certified Mail Dates Sent
RORABAUGH LUMBER COMPANY	P.O. BOX 321 BURNSIDE, PA. 15721	X						1/14	✓	Return Receipt
Name:	Address:									Address Affidavit
Name:	Address:									Written Consent
Name:	Address:									
Name:	Address:									
Name:	Address:									
Name:	Address:									
Optional: Signature below indicates the party's approval of the well location, and waives the 15-day objection period.						Signature below indicates written consent.				
Water Purveyor or Landowner with water supply within 1,000 ft.	Date	Coal Operator, Owner, or Lessee	Date	Owner of water well or building within 200 feet	Date					
Water Purveyor or Landowner with water supply within 1,000 ft.	Date	Coal Operator, Owner, or Lessee	Date	Address (if above)						
Water Purveyor or Landowner with water supply within 1,000 ft.	Date	Coal Operator, Owner, or Lessee	Date							
Water Purveyor or Landowner with water supply within 1,000 ft.	Date	Coal Operator, Owner, or Lessee	Date	Owner of water well or building within 200 feet	Date					
Surface Landowner at proposed location	Date	Coal Operator within 1,000 feet of proposed location	Date	Address (if above)						
Surface Landowner at proposed location	Date	Gas Storage Operator within 2,000 feet	Date							

BOND EXHIBIT A

The listed well(s) are:

 New well(s) to be permitted and drilled Existing permitted well(s) to be bonded Existing well(s) to be registered and bonded

Signature

Kriebel Gas, Inc.

Type Operator Name

James E. Kriebel, President

Type Name and Title

Blanket Surety Bond

Bond Type

(Collateral, Surety, Fee in Lieu of bond)

Bond #170-498G2491

The Travelers Indemnity Co.

Bonding Company and Bond Number

PO Box 765 Clarion, PA 16214

Address

Farm Name and Well Number	Permit or Registration Number	FOR DEP USE ONLY
McCracken #2		



SENDER:

- Check box at right if you require Restricted Delivery.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

Rorabaugh Lumber Company
PO Box 321
Burnside, PA 15721

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

PS FORM 3811
MAY 1991 DECEMBER 1994

X B.R.R.
BOB RORABAUGH

I also wish to receive the following services (for an extra fee):

 Restricted Delivery

Consult postmaster for fee.

4a. Article Number

P 973 393 089

4b. Service Type

 CERTIFIED

Date of Delivery

1-18-00

8. Addressee's Address

Domestic Return Receipt



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Oil and Gas Management Program
WELL LOCATION PLAT

Application Tracking #:	G:
Permit #:	
Project #:	C:

Well is located on topo map 9,550 feet south of latitude 40 ° 57 ' 30 "

Denotes location of well on topo map.

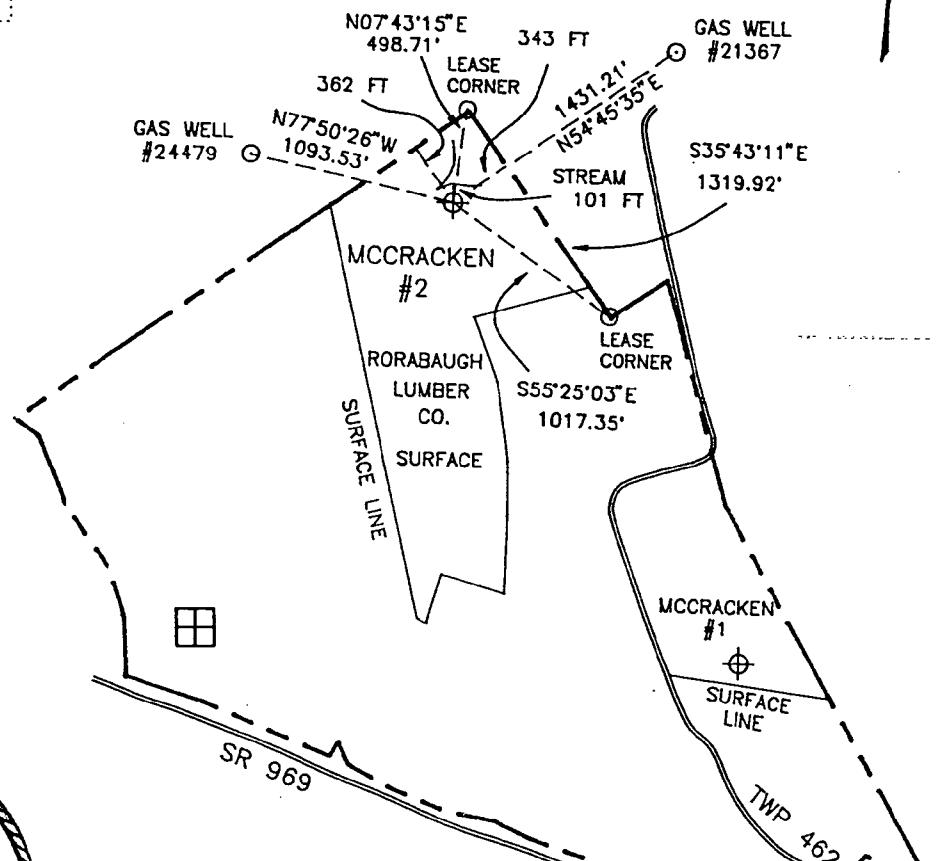
True Latitude: NORTH

40 ° 55 ' 55 .6 "

True Longitude: WEST

78 ° 37 ' 09 .7 "

Well is located on topo map 9,950 feet west of longitude 78 ° 35 ' 00 "



Surveyor or Engineer: MARK J. ORKVIS P.L.S.	Dwg #: 125-F12-5GW2	Date: 01/11/2000	Scale: 1 = 1000 FT	Tract Acreage: 230 + -
Applicant / Well Operator Name KRIEBEL GAS, INC.	DEP ID #: 69637	Well (Farm) Name MCCRACKEN	Well # #2	Serial #
Address P. O. BOX 765 EAST MAIN STREET CLARION, PA. 16214		County - Code Clearfield 17	Municipality PENN	
Surface Landowner RORABAUGH LUMBER COMPANY		USGS 1/4" Quadrangle Map Name CURWENSVILLE		Map Section 4
Surface Lessor		Angle & Course of Deviation (Drilling) 0		Surface Elevation ft. 1440
Surface Owner or Water Purveyor with a Water Supply within 1000 ft. NONE		Anticipated Total Depth ft. 4000		Name of Coal Seam Owned, Leased, or Operated NONE
Approximate Course and Distance to Water Supply NONE				

Geologic Report
McCracken #2
Penn Township, Clearfield County

The proposed McCracken #2 Well is located in Penn Township, Clearfield County at approximately the 1440 elevation (Sheet 1/4). As shown on the attached structure map (from the Currensville 15' Quadrangle)(Sheet 2/4), the well location maps the well is located below the crop of the Lower Freeport Coals (1460) of the Allegheny Group. The next lowest seam is the Lower Kittanning cropping at 1380. While there are some "pockets" of coal greater than 24" in the vicinity of the proposed location, there is less than 100' of overburden between the coal and the well head. (Sheet 3/4) The lowest seam of the Allegheny Group is the Brookville seam, cropping at about the 1280 contour. This seam too is variable in thickness in this area with the majority of the seam being less than 20". (Sheet 4/4)

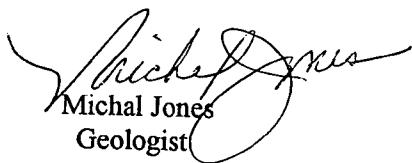
The Pottsville Group lies below the Allegheny Group. The coals associated with this group are the Mercer, Quakertown, and Sharon.

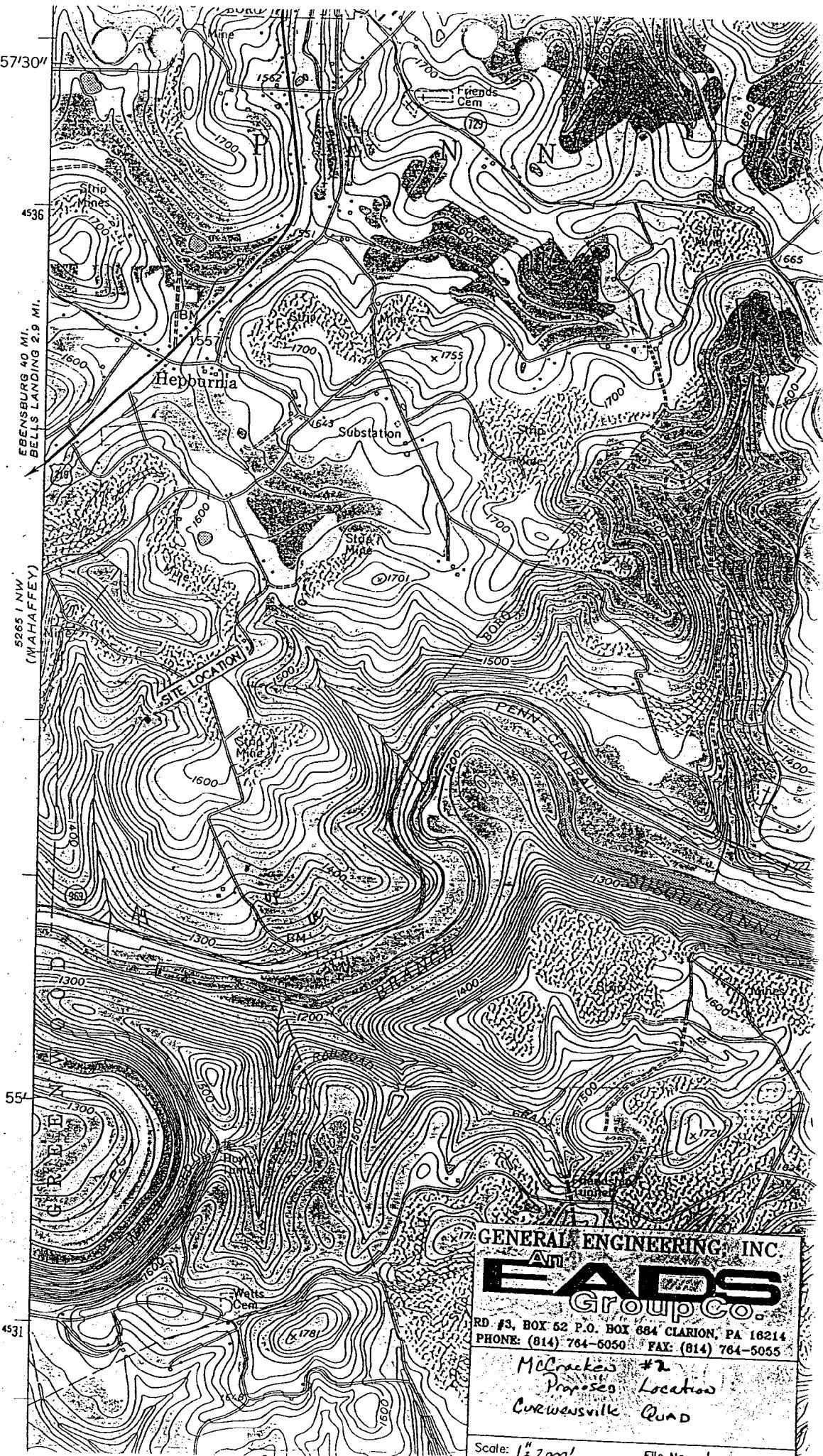
The Mercer seam is not mapped in the report. However, it is found in isolated areas and in beds 2-6" in thickness.

The remaining seams, the Quakertown and Sharon within the Pottsville group are not known to be present in Clearfield County.

Given the geologic mapping and the thinness of the seams in the immediate area of the well, no mineable seams would be encountered during the drilling process.

Respectfully Submitted,


Michal Jones
Geologist



GENERAL ENGINEERING, INC.

AN IRVING INC.
FEADS
Group Co.

RD #3, BOX 52 P.O. BOX 684 CLARION, PA 16214
PHONE: (814) 764-5050 FAX: (814) 764-5055

McCracken #2
Proposed Location
Cuewensville Quad

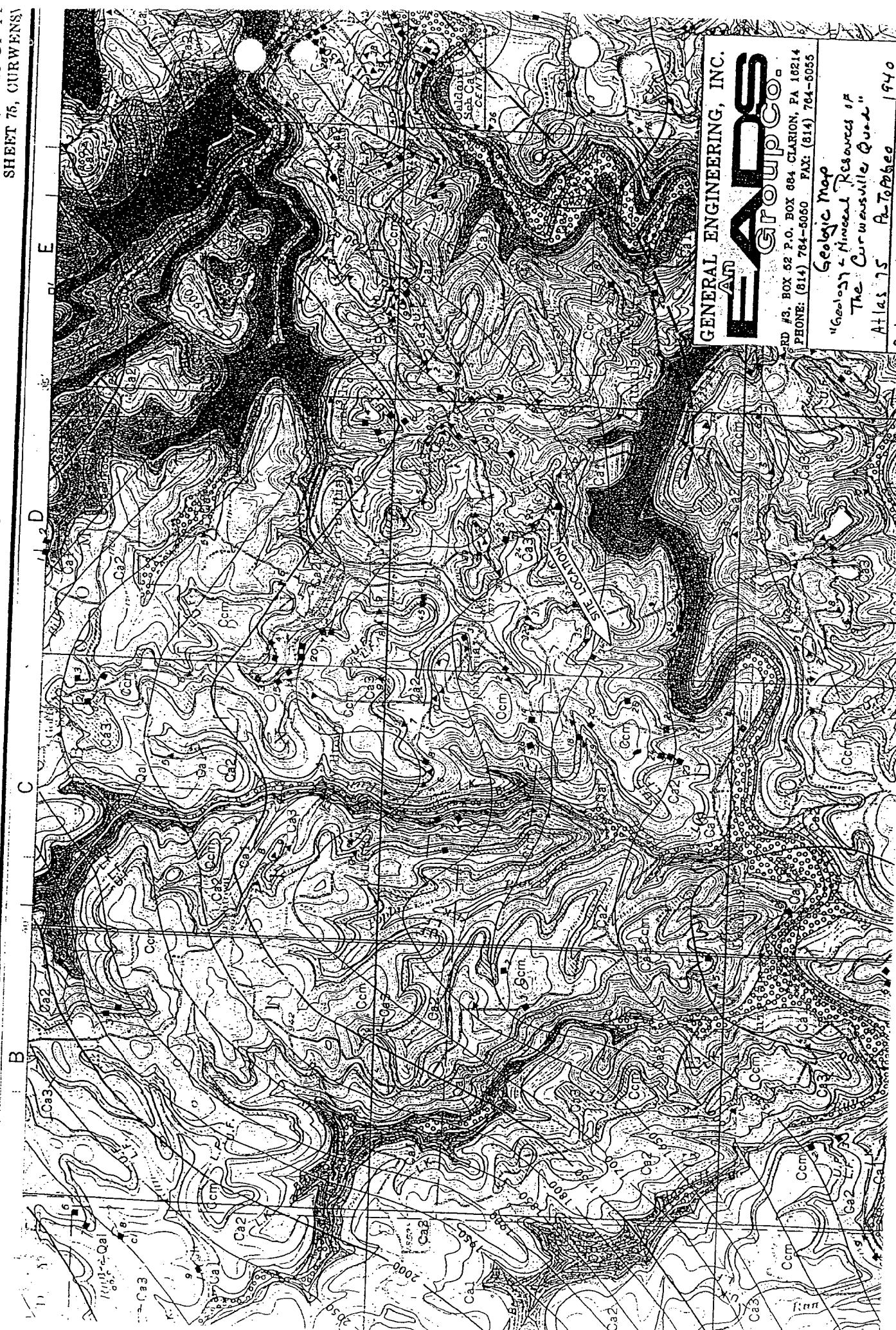
Scale: 1" = 2000'

File No.

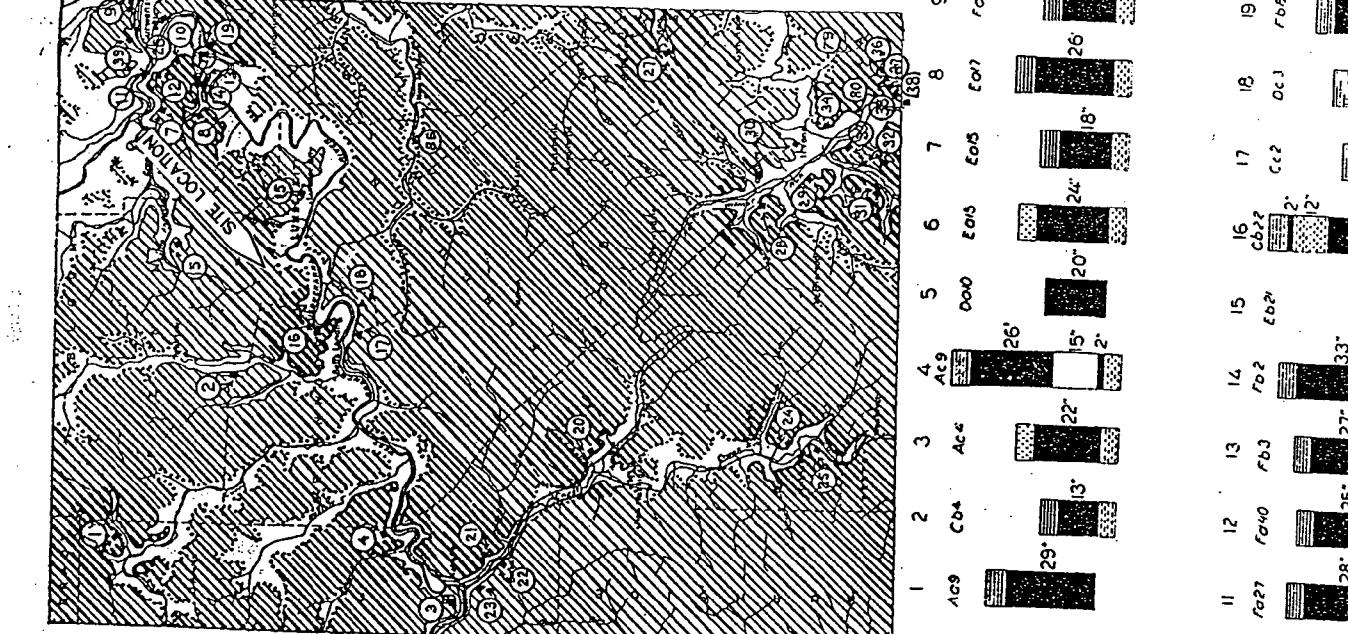
TOPOGRAPHIC AND GEOLOGIC SURVEY
ARTHUR A. SOCOLOW, STATE GEOLOGIST
1935, EXECUTIVE DIRECTOR

THE SILENT MUSEUM

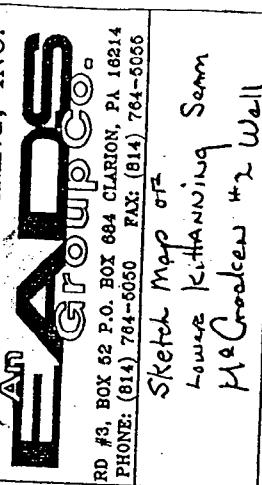
TOPOGRAPHIC
ATLAS OF PE
SHEET 75, CURWENS



LOWER KITTANNING COAL



1 Aa9 2 miles north of Rowles.
 2 Cb4 1 mile south of Walltown.
 3 Ac4 At Mahaffey.
 4 Ac9 2 miles northeast of Mahaffey.
 5 Da10 1/4 mile east of Grampian.
 6 Ea15 North American Refractory Company.
 7 Ea15 Blockford Mine west of Curwensville (clay mine).
 8 Ea17 1 1/2 miles southeast of Curwensville.
 9 Fa16 1 mile east of Curwensville.
 10 Fa33 Bowers Mine, near Curwensville.
 11 Fa27 In Curwensville.
 12 Fa40 1 1/2 miles southwest of Curwensville.
 13 Fb3 1 1/2 miles south of Curwensville.
 14 Fb2 1 1/2 miles south of Curwensville.
 15 Eb21 At Lumber City.
 16 Cb22 1 1/2 miles east of Bells Landing.
 17 Cc2 Railroad cut near Bells Landing.
 18 Dc3 Railroad cut east of Bells Landing.
 19 Fb8 Railroad cut south of Curwensville.
 20 Bd7 At La Jose, Jose Mine.
 21 Ad4 At Ostend.
 22 Ad11 Southwest of Ostend.
 23 Ad3 At Mahaffey.
 24 Bt5 At Welshdale.
 25 Bt17 At Welshdale.
 26 Fa41 Railroad cut at Curwensville.
 27 Fe9 On Porter Run.
 28 El1 At Mahaffey.
 29 El10 At Welshdale.
 30 El9 At Irvona.
 31 El21 Pennsylvania No. 25 Mine.
 32 El24 Wittmer No. 3 Mine.
 33 El17 Hyle bank.
 34 El13 1/2 mile southeast of Irvona.
 35 Ft21 Spangler Wagon Mine.
 36 Ft18 Irvona No. 9 "Large Spangler Mine."
 37 Ft28 Blair Run No. 1, at Coalport.
 38 Ft (S) South of Coalport.
 39 Fa18 East of Curwensville.
 39a Ft35 Swank No. 2 Mine.
 39b 26-29.



RD #3, BOX 52 P.O. BOX 684 CLARION, PA 16214
 PHONE: (814) 784-5650 FAX: (814) 784-5656
 Sketch Map of Lower Kittanning Seam
 McCrosses #2 Well

OGO-24613

WELL PERMIT

NC-320451

KRIEBEL GAS, INC
Name
P.O. BOX 765; EAST MAIN ST & DOMENICA CIRCLE
Address
CLARION, PA 16214
Telephone Number
(814)226-4160
Farm Name
MCCRACKEN

2
Well Number

Serial Number

37-033-24557-00

Permit Number

2/3/2000

Date

PENN

Municipality

CLEARFIELD

County

CURWENSVILLE

7 1/2' Quadrangle Name

78° 37' 10" of longitude

Distance West

40° 55' 56" of latitude

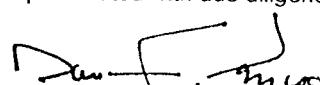
Distance South

This permit covering the well operator and well location shown above is evidence of permission granted to conduct activities in accordance with the Oil and Gas Act and the Oil and Gas Conservation Law, if the well is subject to that act, and any rules and regulations promulgated thereunder subject to the conditions contained herein and in accordance with the application submitted for this permit.

This permit and the permittee's authority to conduct the activities authorized by this permit are conditioned upon operator's compliance with applicable law and regulations, including but not limited to the following:

1. The operator shall control and dispose of brines produced from the drilling, alteration or operation of this well in a manner consistent with the Clean Streams Law and all other statutes, rules and regulations administered by the Department of Environmental Protection (hereafter Department) and applicable thereto.
2. The operator shall run and permanently cement a string or strings of casing to prevent migration of gas or fluids into sources of fresh ground water and prevent pollution or diminution of fresh ground water.
3. If the well is drilled at a location where the coal has been removed from one or more coal seams, the well shall be drilled and cased to prevent the migration of gas or fluids into the seam(s) from which the coal has been removed.
4. If the well is drilled at a location where the coal seam has not been removed, the well shall be drilled to such a depth and of a size as will permit the placing of casing, packers in, and vents on the hole at such points and in a manner as will exclude all gas or fluids from the coal seam except such as may be found naturally in the coal seam itself and will enable the monitoring of the integrity of the production casing.
5. Notification must be given to the district oil and gas inspector, the surface landowner and political subdivision of the date well drilling will begin at least 24 hours prior to commencement of drilling activities.
6. The permittee hereby authorizes and consents to allow employees or agents of the Department without advance notice or a search warrant, upon presentation of appropriate credentials, and without delay, to have access to and to inspect all areas, including any property, facility, operation or activity governed by the Oil and Gas Act, the Oil and Gas Conservation Law, the Coal and Gas Resource Coordination Act and other statutes applicable to oil and gas activities administered by the Department. The authorization and consent shall include consent to the Department to collect samples of waste waters, or gases, to take photographs, to perform measurements, surveys, and other tests, to inspect any monitoring equipment, to inspect the methods of operation and disposal, and to inspect and copy documents required by the Department to be maintained. The authorization and consent includes consent to the Department to examine books, papers, and records pertinent to any matter under investigation pursuant to the Oil and Gas Act or pertinent to a determination of whether the operator is in compliance with the above referenced statutes. This condition in no way limits any other powers granted to the Department under the Oil and Gas Act and other statutes, rules and regulations applicable to these activities as administered by the Department.
7. Prior to conducting any earthmoving activities, the operator shall develop an erosion and sedimentation control plan. The operator shall implement the plan and comply with 25 Pa. Code Chapter 102, and shall make the plan available at all times at the well site.
8. This permit does not relieve the operator from the obligation to comply with the Clean Streams Law and all statutes, rules and regulations administered by the Department.

This permit expires 2/3/2001 unless drilling is commenced prior to that date and prosecuted with due diligence.



11:35 AM

Regional Oil and Gas Program Manager

Thomas E. Hummel
Oil and Gas Inspector

PO Box 209; Hawk Run, PA 16840

Address

814-342-8135

Phone Number







AMERICAN FORESTRY CONSULTANTS

208 Kennel Road
Ebensburg, PA 15931

(814) 472-4018

January 27, 2000

Kriebel Resources
ATTN: Mr. Jim Brant
P.O. Box 765
East Main Street and Domencia Circle
Clarion, PA 16214-0765

RE: Timber Evaluation Report
Rorabaugh Lumber Company Property

Dear Jim:

At your request, we have completed an evaluation of the forest resource which needs to be removed for a gas well site on the Rorabaugh Lumber Company property located in Penn Township, Clearfield County, near Bells Landing.

A site review of the property was conducted on Wednesday, January 26, 2000. Mr. Kenny Radzieta, Senior Landman for Kriebel Resources, delineated the area of the well site and access road on which I completed my evaluation. All merchantable sawtimber trees twelve inches (12") diameter breast height (d.b.h.) were tabulated by individual tree species. The diameter and merchantable height of each of the sawtimber size trees were recorded. The sawtimber trees were marked with blue slash type markings. An estimation of pulpwood material was also completed.

The sawtimber volumes were determined utilizing the Scribner Log Rule, Form Class 78. Sawtimber stumpage values were derived from published market reports. Price adjustments were made based on our knowledge of the current timber market for sawtimber trees of similar size and quality.

Table #1 provides a summation of our estimate of the merchantable sawtimber volume and value located within the proposed limits of the well site and access road.

Kriebel Resources
January 27, 2000
Page Two

TABLE NO. 1
SAWTIMBER VOLUME AND VALUE - BY SPECIES

SPECIES	SAWTIMBER VOLUME (BD.FT.)	SAWTIMBER VALUE (\$)	TOTAL VALUE (\$)
BLACK OAK	6021	\$ 800	\$ 4,816.80
BLACK CHERRY	3489	2000	\$ 6,978.00
RED MAPLE	3497	250	\$ 874.25
BIRCH	892	100	\$ 89.20
BEECH	585	100	\$ 58.50
WHITE ASH	458	250	\$ 114.50
SUGAR MAPLE	208	300	\$ 62.40
HEMLOCK	<u>185</u>	80	\$ <u>14.80</u>
TOTALS	15,335		\$13,008.45

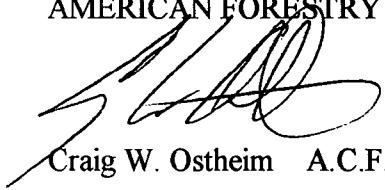
In addition, there is approximately one load of pulpwood with an estimated stumpage value of approximately \$50.00 located within the limits of the project area.

In summation, it is our opinion that the value of the sawtimber and pulpwood resource located within the project area is estimated to be approximately \$13,058.45.

Should you have any questions concerning the contents of this report or if we can be of further assistance on this matter, please feel free to call.

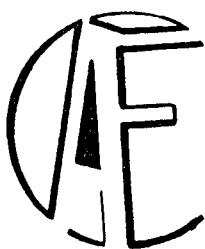
Sincerely,

AMERICAN FORESTRY CONSULTANTS



Craig W. Ostheim A.C.F.

CWO/amw



AMERICAN FORESTRY CONSULTANTS

208 Kennel Road
Ebensburg, PA 15931

(814) 472-4018

July 31, 2000

Kriebel Resources
ATTN: Mr. Jim Brant
P.O. Box 765
East Main Street and Domencia Circle
Clarion, PA 16214-0765

RE: Timber Evaluation Report
Rorabaugh Lumber Company Property

Dear Jim:

At your request, I have reviewed the January 27, 2000 report that I completed on the Rorabaugh Lumber Company.

In reviewing the report I noticed that in Table No. 1 the Black Oak species should have been identified as Red Oak. I have made that correction to the report.

Based on current timber market conditions, I would not change any of the species sawtimber values. As we discussed during our telephone conversation, I used higher end stumpage prices based on the understanding that all parties wished to resolve this matter with as little dispute as possible.

Should Bob not wish to cut the trees I could send out a bid notice to a small number of reputable firms who would pay you a competitive price for the trees. You could then pay that price as compensation for the trees.

Should you have any questions concerning my review of the January 27, 2000 report or if I can be of additional assistance on this matter, please feel free to call.

Sincerely,

AMERICAN FORESTRY CONSULTANTS

Craig W. Ostheim

Craig W. Ostheim A.C.F.

CWO/amw
Enclosures

Timber Appraisals • Forest Management Plans • Timber Marketing • Feasibility Studies
Timber Trespass Litigation • Timberstand Improvement • Wildlife Management
Reforestation • Gypsy Moth Analysis • Woodland Investments

Kriebel Resources
January 27, 2000
Page Two

TABLE NO. 1
SAWTIMBER VOLUME AND VALUE - BY SPECIES

SPECIES	SAWTIMBER VOLUME (BD.FT.)	SAWTIMBER VALUE (\$)	TOTAL VALUE (\$)
RED OAK	6021	\$ 800	\$ 4,816.80
BLACK CHERRY	3489	2000	\$ 6,978.00
RED MAPLE	3497	250	\$ 874.25
BIRCH	892	100	\$ 89.20
BEECH	585	100	\$ 58.50
WHITE ASH	458	250	\$ 114.50
SUGAR MAPLE	208	300	\$ 62.40
HEMLOCK	185	80	\$ 14.80
TOTALS	15,335		\$13,008.45

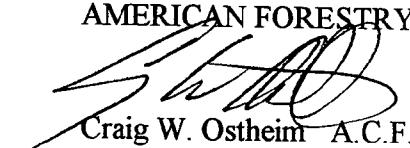
In addition, there is approximately one load of pulpwood with an estimated stumpage value of approximately \$50.00 located within the limits of the project area.

In summation, it is our opinion that the value of the sawtimber and pulpwood resource located within the project area is estimated to be approximately \$13,058.45.

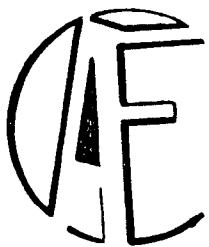
Should you have any questions concerning the contents of this report or if we can be of further assistance on this matter, please feel free to call.

Sincerely,

AMERICAN FORESTRY CONSULTANTS


Craig W. Ostheim A.C.F.

CWO/amw



AMERICAN FORESTRY CONSULTANTS

208 Kennel Road
Ebensburg, PA 15931

(814) 472-4018

November 2, 2000

Kriebel Resources
ATTN: Mr. Jim Brant
P.O. Box 765
Clarion, PA 16214

RE: Updated Timber Evaluation Report
Rorabaugh Lumber Company Property

Dear Jim:

At your request, I have revisited the Rorabaugh Lumber Company property for the purposes of evaluating specific trees which needed to be omitted or added to the sawtimber volume and value estimates outlined in my January 27, 2000 report for the property.

It was necessary to revisit the property due to changes made in the location of the access road and an area of the well location.

Based on my fieldwork, three (3) trees have been deducted from my original estimate while eleven (11) others have been added.

Table No. 1 outlines the volume and value of the sawtimber determined to be outside of the area of the access road and well location.

TABLE NO. 1
SAWTIMBER VOLUME AND VALUE OF TREES DEDUCTED

SPECIES	SAWTIMBER VOLUME (BD.FT.)	SAWTIMBER VALUE (\$)	TOTAL VALUE
BLACK CHERRY	215	\$2,000.00	\$430.00
RED MAPLE	175	\$ 250.00	<u>\$ 43.75</u>
TOTALS	390		\$473.75

Table No. 2 provides a summation of the estimated merchantable sawtimber volume and value of the trees located within the project area which were not previously tabulated.

Kriebel Resources
Rorabaugh Lumber Property
November 2, 2000
Page Two

TABLE NO.2
ADDITIONAL SAWTIMBER VOLUME AND VALUE

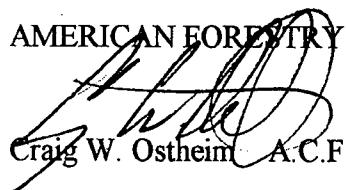
SPECIES	SAWTIMBER VOLUME (BD.FT.)	SAWTIMBER VALUE (\$)	TOTAL VALUE
BLACK CHERRY	801	\$2,000.00	\$1,602.00
WHITE ASH	668	\$ 250.00	167.00
BIRCH	251	\$ 100.00	25.10
RED OAK	209	\$ 800.00	167.20
CHESTNUT OAK	159	\$ 100.00	15.90
TOTALS	2,088		\$1,977.20

In reviewing the January 27, 2000 report, I estimated that the value of the sawtimber and pulpwood resource located within the project area was approximately \$13,058.45. Making the necessary additions and subtractions as detailed above would adjust this value to \$14,561.90.

Should you have any questions concerning the contents of this report or if I can be of additional assistance on this matter, please feel free to call.

Sincerely,

AMERICAN FORESTRY CONSULTANTS


Craig W. Ostheim A.C.F.

CWO/amw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RORABAUGH LUMBER COMPANY,
Plaintiff

vs.

KRIEBEL MINERALS, INC., KRIEBEL
GAS, INC. and KRIEBEL RESOURCES,
Defendants

No.: 01-440-CD

Type of Case: Civil

Type of Pleading: Plaintiff's Response to
Defendants' Motion for Summary Judgment
and Plaintiff's Cross-Motion for Summary
Judgment

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Kim C. Kesner, Esquire
Supreme Court I.D. #28307
23 North Second Street
Clearfield, PA 16830
Phone: (814) 765-1706
Fax: (814) 765-7006

Other Counsel of Record:
Linda Cloak, Esquire
Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214

FILED

DEC 28 2001
01/31/2002 cc: Kim Kesner
William A. Shaw
Prothonotary

[Signature]

#9

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RORABAUGH LUMBER COMPANY, :
Plaintiff :
: vs. : No.: 01-440-CD
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
:

PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION
FOR SUMMARY JUDGMENT AND PLAINTIFF'S
CROSS-MOTION FOR SUMMARY JUDGMENT

TO: THE HONORABLE JOHN K. REILLY, JR., PRESIDENT JUDGE:

I. Plaintiff's Response to Defendants' Motion For Summary Judgment

AND NOW, comes the Plaintiff, Rorabaugh Lumber Company, by its counsel Kim C. Kesner, Esquire and files this response to Defendants' Motion for Summary Judgment in accordance with P.A.R.Civ.P. Rule 1035.3:

1. Under Pa.R.Civ.P. Rule 1035.2, a party may move for summary judgment after the pleadings are closed and where upon consideration of the pleadings, depositions, answers to interrogatories, admissions and affidavits, there is no genuine issue of any material fact as to any necessary element of the cause of action or defense
2. The pleadings are closed in this matter, but Defendants' Answer to Plaintiff's Complaint raises a number of material issues of fact.
3. Defendants' Motion is not supported by any depositions, answers to interrogatories or affidavits.
4. The parties have entered into a Joint Stipulation although that Stipulation (prepared by Defendants' counsel) provides that certain "copies of...original documents (are to

be) admissible as evidence for the trial of this case without formal proof of authenticity, signatures, delivery and receipt..." The Stipulation also contains certain stipulated facts which do not cover or contain all of the facts alleged in Defendants' Motion for Summary Judgment. For example, Defendants allege in Paragraph 1 of their Motion that Plaintiff "...obtained title to the surface only of a parcel of land located in Penn Township, Clearfield County." Plaintiff specifically denies that it obtained title to the surface only. To the contrary, Plaintiff avers that it obtained title to all interests of the described parcel subject only to previous exceptions, reservations and limitations including the exception and reservation of the oil and gas described in Paragraph 2 of Defendants' Motion.

5. Counsel for the parties discussed and agreed that additional facts beyond those set forth in the Stipulation could be presented at hearing in this matter.

6. The terms of the Stipulation acknowledge and confirm that a hearing has been contemplated by both parties.

7. As such, there remain genuine issues of material fact necessary for a determination of this case.

8. While Plaintiff wishes to supplement the present record at hearing, Plaintiff acknowledges that the parties are largely in agreement as to the material facts necessary for determination of this case and/or that the record can be supplemented largely if not wholly without controversy.

9. Plaintiff acknowledges that the pivotal issue for determination in this case is one of law and not fact. Plaintiff acknowledges that the issue in dispute is the correct measure of damages for Defendants nonconsensual taking of Plaintiff's timber.

WHEREFORE, Plaintiff respectfully requests Your Honorable Court to dismiss Defendants' Motion for Summary Judgment and schedule this matter for hearing.

II. Plaintiff's Cross-Motion For Summary Judgment

And now, comes the Plaintiff Rorabaugh Lumber Company by its counsel, Kim C. Kesner, Esquire and files this Cross-Motion for Summary Judgment in accordance with Pa.R.Civ.P. Rule 1035.2.

1. To the extent that this Court finds based upon the pleadings, the Joint Stipulation filed by the parties and any supplements to the record as are requested or permitted by this Court that there are no genuine issues of material fact required for determination of this matter, it is respectfully contended that Plaintiff is entitled to Summary Judgment.

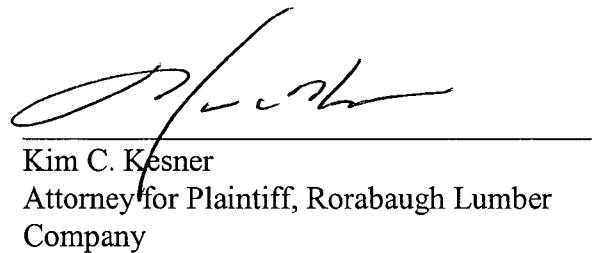
2. The pleadings disclose the following admissions by Defendants:

- a. Plaintiff is the owner of the surface, including the timber of a tract of land in Penn Township, Clearfield County consisting of 41.980 acres.
- b. Defendants under an Oil & Gas Agreement dated February 1, 2000 permitted, drilled, built and sited an oil and gas well on Plaintiff's property.
- c. As a part of its drilling operation Defendants caused to be removed saw timber trees equaling seventeen thousand thirty-three (1,733) board feet of merchantable lumber.
- d. Defendants gave Plaintiff possession of the trees cut, but have failed or refused to pay Plaintiff just and reasonable compensation for the taking of the incidence of ownership of the timber.

3. As a matter of law, Plaintiff is entitled to just and reasonable compensation for the value of its present and future ownership of the timber, including the right to determine when to develop or sell the timber, with whom to deal, what rate and under what specific terms.

WHEREFORE, Plaintiff Rorabaugh Lumber Company prays this Honorable Court to grant it summary judgment on the legal issue of the proper measure of its damages to be followed by a hearing on evidence of damages.

Respectfully submitted:



Kim C. Kesner
Attorney for Plaintiff, Rorabaugh Lumber
Company

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 28th day of December, 2001, I caused to be served a certified copy of Plaintiff's Response to Defendants' Motion for Summary Judgment and Plaintiff's Cross-Motion for Summary Judgment which I filed on behalf Plaintiff Rorabaugh Lumber Company, on Counsel for Defendant by First Class Mail, Postage Prepaid to the following address:

Linda Cloak, Esquire
Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214



Kim C. Kessner, Esquire
Attorney for Rorabaugh Lumber Company

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
No. 01-440-CD

RORABAUGH LUMBER COMPANY,
Plaintiff

vs.

KRIEBEL MINERALS, INC., KRIEBEL
GAS, INC., and KRIEBEL RESOURCES,
Defendants

PLAINTIFF'S RESPONSE TO
DEFENDANTS' MOTION FOR SUMMARY
JUDGMENT AND PLAINTIFF'S CROSS-
MOTION FOR SUMMARY JUDGMENT

KIM C. KESNER
ATTORNEY AT LAW
23 North Second Street
CLEARFIELD, PA 16830
(814) 765-1706

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

RORABAUGH LUMBER COMPANY :

-vs-

: No. 01-440-CD

FILED

KRIEBEL MINERALS, INC., KRIEBEL
GAS, INC. and KRIEBEL RESOURCES :

JAN 23 2002

013:151was

William A. Shaw
Prothonotary

OPINION AND ORDER

By deed dated August 7, 1996, Plaintiff Lumber Company obtained title to the surface of the subject premises. The oil and gas underlying had been excepted and reserved in a prior deed dated June 21, 1961, under the following clause:

“Excepting and reserving out of and from the above described premises all the coal, clay, oil and gas, and other minerals, under the same, together with the right to enter, sink oil and gas wells, mine and remove all the coal, clay, oil and gas, and other minerals and to make openings, shafts, chutes, dumps, improvements and roads on the land as may be necessary to conveniently drill for, mine and transport such coal, clay, oil and gas, and other minerals to and over said lands.”

The oil and gas rights under the reservation eventually became the property of William J. McCracken and Harriet Jean McCracken by deed dated March 1, 1975. The McCrackens thereafter on February 1, 2000, leased their oil and gas rights to Defendant above-named. In order for Defendant to drill for these minerals, trees needed to be removed from a portion of Plaintiff's surface rights. To accomplish this, Plaintiff cut the necessary trees and sold them, keeping the proceeds.

Plaintiff does not contest Defendant's right to drill and to remove the necessary timber to accomplish this drilling. The issue here is the proper measure of damages to which Plaintiff is entitled. Defendant claims Plaintiff is entitled to no more than the value of the actual timber cut while Plaintiff claims a much larger sum, contending that it is entitled to the

#10

value of the timber at maturity (approximately 20 years from the date of the cutting). The matter is now before this Court on Defendant's Motion for Summary Judgment.

This Court is of the opinion that Plaintiff is entitled to receive no more than the value of the timber at the time of the cutting, which it has already received and will grant Defendant's Motion.

Clearly, the reservation set forth above gives Defendant the right to have the trees removed in order to facilitate the removal of the gas and oil. Nowhere in the exception and reservation is Defendant required to delay the exercise of these rights for 20 years or until the timber reaches maturity. Plaintiff concedes that it received the market value of the timber at the time it was cut and that Defendant had the right to act as it did. Moreover, Plaintiff concedes that there was no conversion or any breach of contract in Defendant's requiring the cutting of the trees. Plaintiff's only claim is that it is entitled to the value of the trees at maturity rather than at the time of the cutting.

In support of its position, Plaintiff cites Smith v. Benjamin Coal Company, Inc., 420 A.2d 754, but the Court distinguishes the factual situation in Smith V. Benjamin Coal Company, Inc. from that currently before the Court in that Benjamin removed coal from plaintiff's premises without legal authority to do so, while being aware of the possibility that a third party owned the coal and without having the title thereto searched. In the instant case, there is no question that Defendant acted fully within its rights in having the timber removed and drilling for gas.

Defendant cites Williams and Meyers Oil & Gas Law (Matthew Bender & Co. 1984) Section 218.12 as follows:

"It is well known that some surface damage inevitably results from oil and gas operations on the premises, e.g. from the

building of roads and slush pits. The parties to the deed or lease severing minerals must be viewed as having this fact in mind. Their deed or lease contemplates reasonable surface use by the mineral owner or lessee. If a restriction on the surface easements or the latter is intended, it is reasonable to require that such intent be explicit in the instrument; otherwise the risk of injury resulting from reasonable surface use is properly upon the surface owner. If this view is adopted, the liability of a mineral owner or lessee to the surface owner by reason of change of conditions on the premises as a result of drilling and related operations should be limited to those cases involving negligence, willful misconduct, excessive user, breach of a duty imposed by statute or valid regulatory order, or breach of an express contractual duty."

Here, of course, there is no allegation of breach of contract, law or regulation nor of negligence or misconduct on the part of the Defendant.

Further, the legislature of Pennsylvania has established damages for conversion of timber and 42 Pa. C.S.A. Section 8311 states as follows:

42Pa. C.S.A. Section 8311 entitled, "Damages in Action for Conversion of Timber" defines a landowner's damages to timber trees when there is an unlawful taking as follows:

§8311. Damages in action for conversion of timber

(a) General rule – In lieu of all other damages or civil remedies provided by law A person who cuts or removes the timber of another person without the consent of that person shall be liable to that person in a civil action for amount of damages equal to: ...

(2) one of the following:...

(iii) the market value of the timber cut or removed if the defendant is determined to have had a reasonable basis for believing that the land on which the act was committed was his or that of the person in whose service or by whose direction that act was done...

(b) Definitions. – As used in this section the following words and phrases shall have meanings given to them in this subsection: "Timber." Standing trees, logs or parts of trees that are commonly merchandised as wood products.

"Market value." The value of the standing timber at local market prices for the species and quality of timber cut or removed at the time it was cut or removed.

The above sets the measure of damages at market value of the timber cut if defendant had a reasonable basis for believing that he had a right to do so but, in fact, the taking was without consent of the actual owner. In the present case the Defendant was fully authorized by law to demand the removal of the timber and to penalize Defendant in this case in excess of that required of a party who removes the timber without legal authority has no rational basis in fairness or justice and therefore, this Court enters the following:

O R D E R

NOW, this 23rd day of January, 2002, following stipulation, argument and briefs into the above-captioned Motion for Summary Judgment filed on behalf of Defendant, it is the ORDER of this Court that said Motion be and is hereby granted and Summary Judgment entered in favor of the Defendant and against the Plaintiff.

By the Court,

President Judge

FILED

JAN 23 2002

William A. Shaw
Prothonotary

*Ent. Atm. Kresan +
Lander*

copy to D. M. M. Inc.

EGB

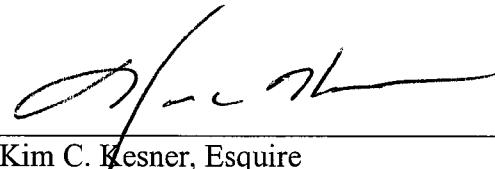
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

RORABAUGH LUMBER COMPANY, :
Plaintiff :
: vs. : No.: 01-440-CD
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
:

NOTICE OF APPEAL

Notice is hereby given that Rorabaugh Lumber Company hereby appeals to the Superior Court of Pennsylvania from the Order dated the 23rd day of January, 2002 and entered on the docket January 23, 2002 as evidenced by the attached certified copy of the docket entry.

Respectfully submitted,



Kim C. Kesner, Esquire
Attorney I.D. #28307
Attorney for Rorabaugh Lumber Company
23 North Second Street
Clearfield, PA 16830
(814) 765-1706
(814) 765-7006 – fax

FILED

FEB 22 2002

William A. Shaw
Prothonotary

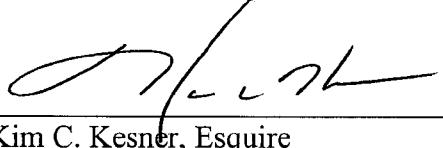


IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

RORABAUGH LUMBER COMPANY, :
Plaintiff :
: :
vs. : No.: 01-440-CD
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
:

REQUEST FOR TRANSCRIPT

Notice of Appeal having been filed in this matter on February 22, 2002, the official court reporter is hereby ORDERED to produce, certify and file the transcript of all pertinent hearings held in this matter, if any, in conformity with Rule 1922 of the Pennsylvania Rules of Appellate Procedure.



Kim C. Kesner, Esquire
Attorney I.D. #28307
Attorney for Rorabaugh Lumber Company
23 North Second Street
Clearfield, PA 16830
(814) 765-1706
(814) 765-7006 – fax

Date: 02/22/2002

Time: 03:20 PM

Page 1 of 1

Clearfield County Court of Common Pleas

User: BHUDSON

ROA Report

Case: 2001-00440-CD

Current Judge: John K. Reilly Jr.

Rorabaugh Lumber Company vs. Kriebel Minerals, Inc., Kriebel Gas, Inc., Kriebel Resources

Civil Other

Date	Judge	
03/30/2001	Filing: Civil Complaint Paid by: Kesner, Kim C (attorney for Rorabaugh Lumber Company) Receipt number: 1822641 Dated: 03/30/2001 Amount: \$80.00 (Check) Three Certified Copies to Attorney	No Judge
04/23/2001	Acceptance of Service, Complaint. s/Alfred H. Lander, Esq. no cc Praeclipe for Appearance, on behalf of the Defendants Al Lander, Esq. Linda Cloak, Esq. Notice to Plead s/Linda Cloak, Esq. Answer and New Matter. filed by s/Linda Cloak, Esq. Verification, s/Gregory R. Kriebel, Esq. Cert of Svc No cc	No Judge
05/09/2001	Reply to New Matter. filed by s/Kim C. Kesner, Esq. Verification, s/Robert D. Rorabaugh Cert of Svc 3 cc atty Kesner	No Judge
12/14/2001	Certificate of Readiness. Filed by s/Kim C. Kesner, Esq. 2 cc Atty Kesner 1 copy CA	No Judge
12/20/2001	Motion For Summary Judgment. Filed by s/Linda Cloak, Esq. Cert of Svc no cc Motion Requesting Oral Argument on Defendant's Summary Judgment Motion. Filed by s/Linda Cloak, Esq. Cert of Svc 1 cc Atty Lander Stipulation on Behalf of Defendants. Filed by s/Kim C. Kesner, Esq. s/Linda Cloak, Esq. no cc	John K. Reilly Jr.
12/28/2001	Plaintiff's Response to Defendants' Motion for Summary Judgment and Plaintiff's Cross-Motion for Summary Judgment. Filed by s/Kim C. Kesner, Esq. 2 cc Atty Kessner Cert of Svc	John K. Reilly Jr.
01/23/2002	OPINION AND ORDER, NOW, this 23rd day of January, 2002, re; Summary Judgment entered in favor of the Defendant and against the Plaintiff. by the Court, s/JKR,JR.,P.J. cc Atty Kesner and Lander copy to D. Mikesell	John K. Reilly Jr.

I hereby certify this to be a true and attested copy of the original statement filed in this case.

FEB 22 2002

Attest: *William L. Hudson*
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

RORABAUGH LUMBER COMPANY, :
Plaintiff :
vs. : No.: 01-440-CD
: :
KRIEBEL MINERALS, INC., KRIEBEL :
GAS, INC. and KRIEBEL RESOURCES, :
:

PROOF OF SERVICE

I hereby certify that on February 22, 2002 true and correct copies of the Notice of Appeal, Request for Transcript and Proof of Service, were served upon the persons and in the manner indicated below pursuant to Pa.R.A.P No. 906 and No. 121:

BY PERSONAL SERVICE

Honorable John K. Reilly, Jr., President Judge
Clearfield County Courthouse
Market & Second Streets
Clearfield, PA 16830

David Meholic, Court Administrator
Clearfield County Courthouse
Market & Second Streets
Clearfield, PA 16830

Court Reporter's Office
Clearfield County Courthouse
Market & Second Streets
Clearfield, PA 16830

**BY U.S. MAIL FIRST CLASS,
POSTAGE PRE-PAID**

Linda Cloak, Esquire
Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214



Kim C. Kesner, Esquire
Attorney I.D. 28307
Attorney for the Estate of James K.
Butterbaugh, deceased
23 North Second Street
Clearfield, PA 16830
(814) 765-1706
(814) 765-7006 - fax

FILED

013-28-^{RE}
FEB 22 2002

5cc Atty Resner
1cc Superior w/ check for \$55.00
pd. \$45.00 from Atty Resner

William A. Shaw
Prothonotary

ccp



Superior Court of Pennsylvania

David A. Szewczak, Esq.
Prothonotary

Eleanor R. Valecko
Deputy Prothonotary

Western District

March 1, 2002

330 Grant Street
Pittsburgh, PA 15219
412-565-7592
www.superior.court.state.pa.us

Notice of Discontinuance of Action

RE: Rorabaugh Lumber v. Kriebel Minerals

Appeal of:

Type of Action: Notice of Appeal

No. 351 WDA 2002

Clearfield County Court of Common Pleas

Agency Docket Number:

01-440-CD

The above-captioned matter has been marked "Discontinued" with this court.
Certification is being sent to the lower court.

Attorney Name	Party Name	Party Type
Linda L Cloak, Esq.	Kriebel Gas, Inc.	Appellee
Linda L Cloak, Esq.	Kriebel Resources	Appellee
Linda L Cloak, Esq.	Kriebel Minerals, Inc.	Appellee
Kim C. Kesner, Esq.	Rorabaugh Lumber Company	Appellant

FILED

MAR 04 2002

William A. Shaw
Prothonotary

FILED

NO

MAR 11:44 AM '02

ce
MAR 04 2002
KES

William A. Shaw
Prothonotary

In the Superior Court of Pennsylvania
Sitting at Pittsburgh

No. 351

Western Docket Appeal 2002

Rorabaugh Lumber Company,
Appellant

: Appeal from the Order dated 1/23/2002 by the
Hon. J. Reilly, Court of Common Pleas, Civil
Division,

Vs.

: Of the County of Clearfield
: No. 01-440-CD

Kriebel Minerals, Inc., Kriebel Gas, Inc. and
Driebel Resources,
Appellees

Certified from the Record

March 1, 2002 – Praeclipe to Discontinue Appeal filed. Appeal Discontinued.

FILED

MAR 04 2002

William A. Shaw
Prothonotary

In Testimony Whereof, I have hereunto set my hand and the seal of said Court at Pittsburgh,

Pa. this 1st Day of March 2002

Eleanor R. Valeck
Deputy Prothonotary

COMMONWEALTH OF PENNSYLVANIA



Superior Court of Pennsylvania

Western District

David A. Szewczak, Esq.
Prothonotary

Eleanor R. Valecko
Deputy Prothonotary

330 Grant Street
Pittsburgh, PA 15219
412-565-7592

www.superior.court.state.pa.us

March 1, 2002

Mr. William A. Shaw
Prothonotary
Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

RE: Rorabaugh Lumber v. Kriebel Minerals
No. 351 WDA 2002

_____, received from the Superior Court of Pennsylvania, Western District Office, the certificate of discontinuance of the court, in the above entitled case.

Contents of Original Record:

Original Record Item	Description
<input type="checkbox"/>	

Return to:

Superior Court of Pennsylvania
Office of the Prothonotary
330 Grant Street
Suite 1015
Pittsburgh, PA 15219
412-565-7592

Trial Court Docket Number(s)
01-440-CD

COMMONWEALTH OF PENNSYLVANIA



Superior Court of Pennsylvania

Western District

David A. Szewczak, Esq.
Prothonotary

Eleanor R. Valecko
Deputy Prothonotary

330 Grant Street
Pittsburgh, PA 15219
412-565-7592

www.superior.court.state.pa.us

March 1, 2002

Mr. William A. Shaw
Prothonotary
Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

RE: Rorabaugh Lumber v. Kriebel Minerals
No. 351 WDA 2002

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Office of the Prothonotary
330 Grant Street
Suite 1015
Pittsburgh, PA 15219
412-565-7592

Trial Court Docket Number(s)
01-440-CD

FILED

31145-004
MAR 04 2002

cc

William A. Shaw
Prothonotary