

01-1647-CD
POWER GAS MARKETING & -vs- DOUGLAS BARRETT
TRANSMISSION, INC.

POWER GAS MARKETING &
TRANSMISSION, INC.,

Plaintiff,

vs.

DOUGLAS BARRETT, individually
and as Executor of the Estate of
EFFIE A. BARRETT,

Defendant.

IN THE COURT OF COMMON PLEAS

CLEARFIELD CO., PENNSYLVANIA

CIVIL ACTION - LAW

NO. 01-1647-CO

Type of Pleading:
Complaint

Filed on behalf of:
Power Gas Marketing &
Transmission, Inc., Plaintiff

Counsel of Record:
Michael S. Delaney, Esquire
936 Philadelphia Street
Indiana, PA 15701
(724) 349-2255
ID #25537

Patrick Dougherty, Esquire
936 Philadelphia Street
Indiana, PA 15701
(724) 349-2255
ID #85832

FILED

OCT 03 2001

William A. Shaw
Prothonotary

POWER GAS MARKETING &	:	IN THE COURT OF COMMON PLEAS
TRANSMISSION, INC.,	:	
	:	CLEARFIELD CO., PENNSYLVANIA
Plaintiff,	:	
	:	
vs.	:	CIVIL ACTION - LAW
	:	
DOUGLAS BARRETT, individually	:	
and as Executor of the Estate of	:	
EFFIE A. BARRETT,	:	NO. _____
	:	
Defendant.	:	

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator's Office
230 E. Market Street
Suite 228
Clearfield, PA 16830
TELEPHONE: (814) 765-2641

BY: 
MICHAEL S. DELANEY, ESQUIRE
Attorney for Plaintiff

POWER GAS MARKETING &	:	IN THE COURT OF COMMON PLEAS
TRANSMISSION, INC.,	:	ARMSTRONG CO., PENNSYLVANIA
Plaintiff,	:	
vs.	:	CIVIL ACTION - LAW
DOUGLAS BARRETT, individually	:	
and as Executor of the Estate of	:	
EFFIE A. BARRETT,	:	NO. _____
Defendants.	:	

COMPLAINT

AND NOW, COMES Plaintiff, Power Gas Marketing & Transmission, Inc., by and through its Attorneys, Michael S. Delaney, Esquire, and Patrick Dougherty, Esquire, and files this Complaint and in support thereof, avers as follows:

1. Plaintiff, Power Gas Marketing & Transmission, Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at Gulf Tower, 32nd Floor, 707 Grant Street, Pittsburgh, Pennsylvania, 15219.
2. The Defendant, Douglas Barrett, individually, and as Executor of the Estate of Effie A. Barrett, is an individual residing at PO Box 695, LaJose, Pennsylvania, 15753.
3. Defendant, Douglas Barrett, is the Executor of the Estate of Effie Barrett pursuant to the Last Will and Testament of Effie A. Barrett, which was filed with the Clearfield County Register of Wills Office at Instrument Number 200017356, (attached hereto as Exhibit "A").

4. That by Oil and Gas Lease dated December 4, 1971, a copy of which is recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 161, page 241, Vera O. Barrett, a widow; Harry W. Barrett and Effie A. Barrett, husband and wife, leased for oil and gas production purposes 220 acres, more or less, situate in Ferguson Township, Clearfield County, Pennsylvania, of which Defendant's property is a part. A copy of the Oil and Gas Lease is attached hereto and marked as Exhibit "B."

5. The above-mentioned 220 acres situate in Ferguson Township, Clearfield County, Pennsylvania, is assessed in the name of Harry W. Barrett, Effie A. Barrett, his wife, at Clearfield County Tax Assessment Parcel Numbers 113-F15-6, 120 acres, and Clearfield County Tax Assessment Parcel Number 113-E14-1, 100 acres.

6. Plaintiff, Power Gas Marketing & Transmission, Inc., is now the owner of the above-referenced Oil and Gas Lease.

7. Power Gas Marketing & Transmission, Inc., by virtue of the authority granted in the Oil and Gas Lease, now operates one (1) oil and gas well situate upon said 220 acres, more particularly, situate upon Defendant's property.

8. The said Oil and Gas Lease does not contain a free gas allotment to the surface owners.

9. Defendants have consumed for domestic purposes natural gas produced from Plaintiff's oil and gas well situate on Defendant's tract of land as follows:

<u>Year</u>	<u>Total Natural Gas Consumed by Defendant</u>
2001 (through July 2001)	71 MCF

COUNT 1

10. Paragraphs 1 through 9 of this Complaint are incorporated herein by reference.

11. Plaintiff believes and avers that Defendant is not entitled to any portion of the Oil and Gas from Plaintiff's wells.

12. Based upon the above consumption of natural gas by Defendants from January 1999 through July 2001, the Defendants owe Plaintiffs the sum of TWO THOUSAND NINE HUNDRED ONE AND 51/100 (\$2,901.51) DOLLARS, in accordance with the calculations set forth in Exhibit "C."

WHEREFORE, Plaintiff requests that:

(A) Plaintiff has judgment declaring that Defendant is not entitled to any portion of the natural gas produced under the Oil and Gas Lease which is recorded at Clearfield County Deed Book Volume 161, page 241; and

(B) Plaintiff has judgment in its favor and against the Defendants in the sum of TWO THOUSAND NINE HUNDRED ONE AND 51/100 (\$2,901.51) DOLLARS, plus interest and costs of suit; and

(C) The court issues such other and further relief as the Court deems proper.

Respectfully submitted:

By 
MICHAEL S. DELANEY, ESQUIRE
Attorney for Plaintiff
936 Philadelphia Street
Indiana PA 15701
(724) 349-2255
ID #25537

By 
PATRICK DOUGHERTY, ESQUIRE
Attorney for Plaintiff
936 Philadelphia Street
Indiana PA 15701
(724) 349-2255
ID #85832

EXHIBIT "A"

LAST WILL AND TESTAMENT

I, EFFIE A. BARRETT, a resident of R.R. #1, Box 695, LaJose, Clearfield County, Pennsylvania, being of sound and disposing mind, memory and understanding, and over the age of eighteen (18) years, declare this to be my Last Will and Testament and hereby expressly revoke all prior Wills and Codicils and writings in the nature thereof, heretofore made by me.

FIRST

IDENTITY OF TESTATOR'S FAMILY

I declare that I married Harry W. Barrett, who has since passed away. That during that marriage I parented seven children, namely, SHIRLEY VANBLARGON; LAWRENCE W. BARRETT; JOAN C. KNOUSE; RODNEY BARRETT, who is deceased; SUSAN SAVANNAH; DOUGLAS BARRETT and CHRISTINE JACOBS.

SECOND

PROPERTY BEING DISPOSED

It is my intention by this Will to dispose of all of the property which I may own. However, I hereby elect not to exercise any power of appointment exercisable by a Will which may hereafter be conferred on me; no provision of this Will shall be construed as an exercise in whole or in part of any such power.

THIRD

DISPOSITION OF ESTATE

I direct my hereinafter named Executor or Executrix to pay all my just debts, legally collectible, as soon as conveniently may be done after my death. I further order and direct my hereinafter named Executor or Executrix to pay any debts of my last illness and the funeral expenses.

I devise to Erma Turner two (2) acres of real estate surrounding her present home. I further devise to Joan C. Knouse one (1) acre of real estate surrounding her present trailer.

I give, bequeath and devise the home in which I presently reside unto my son, Douglas Barrett, should he desire to reside there.

All the rest, residue and remainder of my estate, whether the same may be real, personal or mixed and wheresoever the same may be situate, I do give, bequeath and devise to be divided equally between my children, SHIRLEY VANBLARGON, LAWRENCE W. BARRETT, JOAN C. KNOUSE, SUSAN SAVANNAH, DOUGLAS BARRETT and CHRISTINE JACOBS.

FOURTH

WILL CONTEST PROVISION

If any beneficiary or remainderman under this Will in any manner, directly or indirectly, contests or attacks this Will or any of its provisions, any share or interest in my estate given to that contesting beneficiary or remainderman under this Will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary or remainderman had predeceased me without issue.

FIFTH

GENERAL

(1) If any provision of this Will or of any codicil thereto is held to be inoperative, invalid, or illegal, it is my intention that all of the remaining provisions thereof shall continue to be fully operative and effective so far as is possible and reasonable.

Headings

(2) The headings above the various provisions of this Will have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Will or in ascertaining my intentions.

SIXTH

Executor

Appointment

(l) I appoint my son, DOUGLAS BARRETT as Executor of this Will.

Bond

No bond or other security shall be required of any Executor or Executrix appointed in this Will.

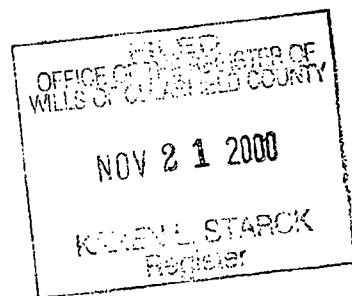
Powers

My Executor or Executrix shall have, in addition to and not in limitation of the powers given by law or by other provisions of this Will, the following powers with respect to the settlement of my estate, to be exercised in each case from time to time in the discretion of my Executor or Executrix without further order or license of the Register of Wills or of any Court:

(a) Power to retain any property, pending distribution hereunder, to invest in or purchase any property without restriction to legal investments for fiduciaries, to distribute property in kind, to compromise claims, and to sell any property at public or private sales.

IN WITNESS WHEREOF, I, EFFIE A. BARRETT, hereby set my hand to this
my Last Will and Testament on this 10th day of July, 1998.

Effie A. Barrett
EFFIE A. BARRETT



COMMONWEALTH OF PENNSYLVANIA :

: SS.

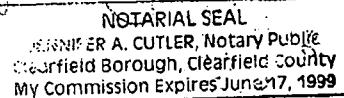
COUNTY OF CLEARFIELD :

I, EFFIE A. BARRETT, Testatrix, whose name is signed to the attached or foregoing instrument, having been duly qualified according to law, do hereby acknowledge that I signed and executed the instrument as my Last Will; that I signed it willingly; and that I signed it as my free and voluntary act for the purposes therein expressed.

Sworn or affirmed to and acknowledged before me, by EFFIE A. BARRETT, the Testatrix, this 10th day of July, 1998.

Effie A. Barrett
EFFIE A. BARRETT

Jennifer Cutler
Notary Public



COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF CLEARFIELD :

We, the undersigned witnesses whose names are signed to the attached or foregoing instrument, being duly qualified according to law, do depose and say that we were present and saw the Testatrix sign and execute the instrument as her Last Will; that she signed willingly and that she executed it as his free and voluntary act for the purposes therein expressed; that each of us in the hearing and sight of the Testatrix signed the Will as witnesses; and that to the best of our knowledge the Testatrix was at that time 18 or more years of age, of sound mind and under no constraint or undue influence.

Sworn or affirmed to and subscribed to before me, the witnesses, this 10th day of July, 1998.

John H. Miller
Witness

Jessie E. McAvell
Witness

Jennifer Cutler
Notary Public

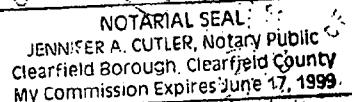


EXHIBIT "B"

27-0492

OIL AND GAS LEASE

VOL 161 PAGE 241

THIS AGREEMENT, made this 1st day of December, 1971, between Vera O. Barrett, A Widow
Harry J. Barrett and Effie A. Barrett Husband and Wife

R.F.D. 1, La Jose Pennsylvania 15753

and R. O. Bruce, 58 E. Gay St. Columbus, Ohio 43215, hereinafter called lessor (whether one or more),
 lessor, does witness:

1. Lessor, in consideration of the sum of One 1.00 Dollars (\$1.00),
 the receipt of which is hereby confessed, hereby grants, leases and lets unto lessee, with the exclusive right to explore for and produce oil and gas,
 lay pipe lines, build tanks, power stations, telephone lines and other structures thereon to produce, save, process, store and transport all of such substances, the
 following described tract of land situate in Wauseon, Lot No. 1, in the Township of Wauseon,

County of Clearfield, State of Pennsylvania, bounded substantially as follows:

On the North by lands of Wm. T. Shaffey On the East by lands of R.L. Johnson, R&P. Lee

On the South by lands of Don McKeen On the West by lands of A.C. Barrett & Carl F. Dutra

and containing 220 acres, more or less, and being the same land conveyed to lessor by deed from Laura V. Barrett & Lewis V. Barrett
 dated Jan. 13, 1951 and recorded in Book 523, page 10, in the Recorder's office in said county, together with
 all additional land owned or claimed by lessor which adjoins the land above described, whether situated in the same or other township.

4. This lease shall remain in force for a primary term of Ten (10) years and as long thereafter as oil or gas, or either of them is produced.

The royalties to be paid by lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from sold land, same to be delivered at the wells or to the credit of lessor
 in the pipe line or at the wellhead by lessor; (b) on gas of whatsoever nature or kind produced and sold or used off the premises, the market value at the mouth of the well
 or one-eighth (1/8) of the gas so sold or used. Notwithstanding anything herein to the contrary, this lease shall continue in full force for so long as there is a well or wells on leased
 premises capable of producing oil or gas, but in the event all such wells are shut in, then on or before the end of each year during which the well or wells are shut in, lessor shall
 pay lessor a royalty of One Dollar (\$1.00) per year per acre. The royalty herein provided shall not be payable on any gas stored or withdrawn pursuant to Paragraph 13 hereto.

4. If operations for the drilling of a well are not commenced on sold land on or before one year from this date, this lease shall terminate as to both parties unless lease shall,

on or before one year from this date, pay or tender to lessor at Above address, State of Pennsylvania, or pay or tender for the lessor's
 credit in the Curwensville State Bank, Curwensville, Pennsylvania 16833, or its successors, which shall continue

as the depository regardless of changes in the ownership of sold land, the sum of Two Hundred Twenty Dollars No/100 Dollars (\$220.00)
 which shall operate as a rental and cover the privilege of deferring the commencement of a well for a period of one year. In like manner and upon like payment or tender,
 commencement of a well may be further deferred for like annual periods successively. All payments or tenders may be made by check or draft of lessor mailed or delivered on or
 before the rental paying date.

5. Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on sold land within twelve months from
 the expiration of the first rental period for which rental has been paid, this lease shall terminate as to both parties unless leased on or before the expiration of sold twelve months
 and the commencement of a well, in the same amount and in the same manner as hereinbefore provided. It being agreed that upon the resumption of payment of rentals as above
 provided, that the lease of sold land shall be re-commenced in the same manner and for the same period of time as the same was in force as though there has been no interruption in the rental payments. If the lease
 shall commence to drill a well within the term of this lease, lessor shall have the right to drill a well in completion with said well and oil and gas, or either of them, be
 found, this lease shall continue and be in force with like effect as if such well had been completed within the primary term hereof.

6. If lessor owns a lesser interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals herein provided for shall
 be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use free of cost, gas, oil and water found on sold land for his operations thereon, except water from the wells of the lessor. When required by
 lessor, lessee shall bury pipe lines below normal plow depth in cultivated areas and shall pay for damage caused by his operations to such land. No well shall be
 drilled nearer than 200 feet to the house or barn now on sold premises without the written consent of lessor. Lessee shall have the right at any time during and after the expiration of
 this lease to remove all machinery, fixtures, houses, buildings and other structures placed on sold premises, including the right to draw and remove all casing.

8. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, executors, administrators, successors and
 assigns, but no change or division in ownership however accomplished shall operate to enlarge the obligations or diminish the rights of lessee. No change of ownership in the land or
 in the rental or interest which shall be binding on the parties to the lease until after notice to the lessor and it has been furnished with the written transfer or assignment or a certified copy thereof.
 In the event of a lessor's lease which shall be binding on the parties to the lease, and the holder or owner of any such part or parts of said lease or of any such part or parts of said land upon which said
 lease or any assignee hereof shall make due payment of said rentals.

9. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that lessor, at its option, may pay and discharge any taxes, mortgages, or other
 liens existing, levied, or assessed on or against the above described lands and, in event of a reversion such option, it shall be subrogated to the rights of any holder or holders thereof
 and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rental accruing hereunder.

10. All express or implied covenants of this lease shall be subject to all Federal and State laws, Executive Orders, rules or regulations, and this lease shall not be terminated,
 in whole or in part, nor lessor held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such law, order, rule or
 regulation.

11. Lessor is hereby granted the right at any time and from time to time to utilize the leased premises or any portion or portions thereof, as to all areas or any stratum or strata,
 with any other lands as to all areas or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily
 of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres, provided that if any governmental regulation shall
 so provide, as to any unit or units, the area or areas or strata or strata of land which shall be within unit designation in the country in which the leased premises are located. Operators upon and
 production from the unit shall be treated as if such operations were upon the entire area or areas or strata or strata of land which shall be within unit designation in the country in which the leased premises are located. The
 entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease, except that the proportion of production from the unit shall be as below
 provided, and except that in calculating the amount of any rentals or shut-in gas royalties, only that part of the acreage originally leased and then actually embraced by this lease shall
 be counted. In respect to production from the unit, lessor shall pay lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated in paragraph 3 as the
 amount of his acreage placed in the unit, or his royalty interest thereon on an acreage basis, bears to the total acreage in the unit.

12. Lessee shall have the exclusive right to employ any depleted oil or gas stratum underlying leased premises for the storage of gas and may for this purpose utilize any and
 all abandoned wells, or may drill new wells for the purpose of introducing and storing gas in such stratum and recovering the same therefrom. It is understood that any such well or
 wells so utilized or so drilled shall be subject to the same rules and regulations as any other well or wells so utilized, and that lessor shall be the sole judge as to whether gas is being stored within the leased premises and his determination
 shall be final and conclusive. In consideration of the storage right herein granted, and in consideration of all the rents or royalties herein provided, lessor agrees to pay lessor an annual
 rental of One Dollar (\$1.00) per acre in advance commencing with the date lessor notifies lessor that such acreage is an undepicted stratum for storage purposes, and for as long thereafter
 as any such stratum is so utilized or such annual rental is paid, which payments shall operate to perpetuate this lease for the period aforesaid, the same as though all oil and gas were
 being produced.

13. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or
 by placing a release thereof in record in the proper county. After a general surrender, the rental specified above shall be proportionately reduced on an acreage basis.

14. This lease and all its terms, conditions and stipulations shall extend to and be binding on all heirs, successors and assigns of said lessor or lessee.

15. Lessor hereby expressly relinquishes, waives and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein leased premises are
 situated insofar as the same in any way may affect the purpose for which this lease is made.

In WITNESS WHEREOF, we sign the day and year first above written.

Signed and acknowledged in the presence of:

R.O. Bruce

J. K. Bloom

Vera O. Barrett

Vera O. Barrett S.S. None

7/12/71 B-1774
Henry J. Barrett S.S. 173-05-9359

Effie A. Barrett S.S. None

16 9353292

STATE OF Pennsylvania,
JNTY OF Clearfieldss. INDIVIDUAL ACKNOWLEDGMENT. (Applicable where lands are
in Pennsylvania, West Virginia, and Ohio).The undersigned, a Notary Public of and for said County and State, does hereby certify that on this 4th day of
DECEMBER, 1971, personally appeared before me in said County and State
Mr. Garrett A. Widow, And Harry J. Barrett & Effie A. Barrett, Husband and Wifeknown to me (or satisfactorily proven to me) to be the person^s whose name^s is/are subscribed to the within and foregoing instrument bearing date the 4th day of December, 1971, and acknowledged said instrument and the execution thereof to be their free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written.

My commission expires _____

My Commission Expires Jan. 21, 1974 Notary Public
Rex BloomSTATE OF _____ ss. INDIVIDUAL ACKNOWLEDGMENT. (Applicable where lands are
COUNTY OF _____ in Pennsylvania, West Virginia, and Ohio).The undersigned, a Notary Public of and for said County and State, does hereby certify that on this day of
19, personally appeared before me in said County and Stateknown to me (or satisfactorily proven to me) to be the person^s whose name^s is/are subscribed to the within and foregoing instrument bearing date the day of, 19, and acknowledged said instrument and the execution thereof to be their free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written.

My commission expires _____

Notary Public

STATE OF _____ ss. INDIVIDUAL ACKNOWLEDGMENT. (Applicable where lands are
COUNTY OF _____ in Pennsylvania, West Virginia, and Ohio).The undersigned, a Notary Public of and for said County and State, does hereby certify that on this day of
19, personally appeared before me in said County and Stateknown to me (or satisfactorily proven to me) to be the person^s whose name^s is/are subscribed to the within and foregoing instrument bearing date the day of, 19, and acknowledged said instrument and the execution thereof to be their free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written.

My commission expires _____

Notary Public

STATE OF _____ ss. CORPORATION ACKNOWLEDGMENT. (Applicable where lands are
COUNTY OF _____ in Pennsylvania, West Virginia, and Ohio).The undersigned, a Notary Public of and for said County and State, does hereby certify that on this day of
19, personally appearedwho is the President of the corporation, the corporation named in the within and foregoing instrument bearing date the day of, 19, and acknowledged that he is such officer of said corporation; that the name of said corporation was subscribed to said instrument by himself as such officer on behalf of said corporation; that the seal affixed thereto is the seal of said corporation; that the name of said corporation was so subscribed and the seal affixed to said instrument by the direction and authority of said corporation; and that the said instrument of writing was executed by said corporation and by himself as the aforesaid officer of said corporation as its and his voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and official seal this the day and date first, in this certificate, above written.

My commission expires _____

Notary Public

11/5/78

No. _____	Oil and Gas Lease		
FROM	TO	Range _____	Term _____
Section _____	Block _____	Additional _____	County _____
Dated _____	Lot _____	Block _____	County _____
No. of Acres _____	Term _____	Block _____	County _____
STATE OF <u>Pennsylvania</u> , ss.			
COUNTY OF <u>CLEARFIELD</u> , ss.			
This instrument was filed for record on the <u>14th</u> day of <u>January</u> , <u>1972</u>			
Time <u>9:03</u>	Block <u>161</u>	Block <u>241</u>	Block <u>242</u>
By <u>Deafles</u>	Block <u>9:03</u>	Block <u>9:03</u>	Block <u>9:03</u>
Fee <u>\$6.00</u>	Block <u>9:03</u>	Block <u>9:03</u>	Block <u>9:03</u>
Fees <u>\$6.00</u>			
Cecil A. Burns, Rec. Ser.			

19 _____	Section _____	Range _____	Term _____
Lot _____	Block _____	Additional _____	County _____
No. of Acres _____	Term _____	Block _____	County _____
STATE OF <u>Pennsylvania</u> , ss.			
COUNTY OF <u>CLEARFIELD</u> , ss.			
This instrument was filed for record on the <u>14th</u> day of <u>January</u> , <u>1972</u>			
Time <u>9:03</u>	Block <u>161</u>	Block <u>241</u>	Block <u>242</u>
By <u>Deafles</u>	Block <u>9:03</u>	Block <u>9:03</u>	Block <u>9:03</u>
Fee <u>\$6.00</u>	Block <u>9:03</u>	Block <u>9:03</u>	Block <u>9:03</u>
Cecil A. Burns, Rec. Ser.			
County Clerk-Register of Deeds			
My Commission Expires			
First Monday in January 1976			
Deputy _____			
When accepted for record			
LAND DEPARTMENT			
EOX 2420			
FILED - C.R.C. - 74102			

EXHIBIT "C"

Consumer
Well Name
Well Number

Doug Barrett
Barrett, V. O. #1
SKMOLB006

Meter #1	2001	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Last Meter Reading:													
Current Meter Reading:		7732	7889	8029	8175	8236	8271						
Line Pressure:		7889	8029	8175	8236	8271	5						
		5	5	5	5	5							
MCF:		21	18	19	8	5	0	0	0	0	0	0	0
		21	39	58	66	71	71	71	71	71	71	71	71
2001 Total:													
Allotment:		0	0	0	0	0	0	0	0	0	0	0	0
Allotment Bal:		0	0	0	0	0	0	0	0	0	0	0	0
Invoiced:		21	18	19	8	5	0	0	0	0	0	0	0
YTD Invoiced		21	39	58	66	71	71	71	71	71	71	71	71

MCF CALCULATION

$$\left[\frac{\text{Line Pressure} + \text{Atmosphere Pressure}}{\text{Contract Base Pressure}} \right] * \left[\frac{\text{Current Meter Read} - \text{Previous Meter Read}}{10 \text{ ***}} \right]$$

Atmosphere Pressure: 14.4
Contract Pressure: 14.73

*** Divide Reading by Ten to Convert from CCF to MCF

Ind Accounting\VAR\Consumers
Barrett Profile
Barrett

Payment History

Type	Date	Num	Account	Amount	Balance
BARRETT, DOUGLAS					
Invoice	04/09/2001	PGC-0401-4	115 · A/R-Consumers	528.45	528.45
Invoice	04/19/2001	PGC-0401-13	115 · A/R-Consumers	191.71	720.16
Invoice	05/22/2001	PGC-0501-13	115 · A/R-Consumers	83.44	803.60
Invoice	06/12/2001	PGC-0601-18	115 · A/R-Consumers	49.53	853.13
Invoice	07/02/2001	PGC-0701-01	115 · A/R-Consumers	2,123.32	2,976.45
Invoice	07/17/2001	PGC-0701-18	115 · A/R-Consumers	26.07	3,002.52
Payment	07/18/2001	119800	115 · A/R-Consumers	-97.23	2,905.29
Payment	07/20/2001	99608	115 · A/R-Consumers	-10.00	2,895.29
Payment	08/09/2001	86858409060	115 · A/R-Consumers	-10.00	2,885.29
Invoice	08/10/2001	PGC-0801-18	115 · A/R-Consumers	16.22	2,901.51
				2,901.51	2,901.51

Total BARRETT, DOUGLAS

[Barrett Profile](#)
[Payment History](#)

VERIFICATION

I, PHILLIP KHOURY, on behalf of POWER GAS MARKETING & TRANSMISSION, INC., do hereby state that POWER GAS MARKETING & TRANSMISSION, INC., is the Plaintiff in the above foregoing action and that the statements of fact made in the foregoing COMPLAINT are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A., §4904, relating to unsworn falsification to authorities.

POWER GAS MARKETING &
TRANSMISSION, INC.

BY 
PHILLIP KHOURY

Date: 9-24-2001

FILED

Oct 03 2001
3:07 P.M. DeLaney
William A. Shaw
Prothonotary
Pd / \$580.00

acc atty DeLaney

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11601

POWER GAS MARKETING & TRANSMISSION INC.

01-1647-CD

VS.
BARRETT, DOUGLAS, inc & as Executor of the Estate

COMPLAINT

SHERIFF RETURNS

NOW OCTOBER 8, 2001 AT 10:20 AM DST SERVED THE WITHIN COMPLAINT ON DOUGLAS BARRETT, IND., DEFENDANT AT THE SHERIFF'S OFFICE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DOUGLAS BARRETT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SHULTZ

NOW OCTOBER 8, 2001 AT 10:20 AM DST SERVED THE WITHIN COMPLAINT ON DOUGLAS BARRETT, EXECUTOR OF THE ESTATE OF EFFIE A. BARRETT, DEFENDANT AT THE SHERIFF'S OFFICE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DOUGLAS BARRETT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SHULTZ

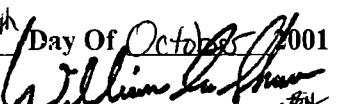
Return Costs

Cost	Description
42.89	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

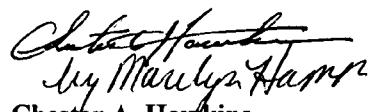
FILED
07/3/01
OCT 18 2001

William A. Shaw
Prothonotary

Sworn to Before Me This

18th Day Of October 2001

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

So Answers,


Chester A. Hawkins
Sheriff


POWER GAS MARKETING &	IN THE COURT OF COMMON PLEAS
TRANSMISSION, INC.,	
Plaintiff,	
vs.	
DCUGLAS BARRETT, individually	
and as Executor of the Estate of	
EFFIE A. BARRETT,	
Defendant.	

PRAECIPE TO PROTHONOTARY
FOR DEFAULT JUDGMENT

TO: William A. Shaw, Prothonotary
 Court of Common Pleas

Enter judgment in favor of the Plaintiff and against the Defendant above-named for want of an answer, and assess the Plaintiff's damages as follows:

Amount claimed in Plaintiff's Complaint: \$2,901.51, plus Court costs of \$175.00 for a total judgment amount of \$3,076.51.

It is certified that a written notice of intention to file this Praecipe was mailed to the Defendant against whom judgement is to be entered and to his Attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe.

Date:

Patrick Dougherty
 PATRICK DOUGHERTY, ESQUIRE
 936 Philadelphia Street
 Indiana, PA 15701
 724-349-2255
 PA ID#85832

FILED

Judgment entered and damages assessed as above.

NOV 29 2001 *atty pd 5000*
 11/11:18 a.m.

William A. Shaw
 Prothonotary

*notice to def
 Stmt to plaintiff*

William A. Shaw

Prothonotary

JKS

POWER GAS MARKETING & : IN THE COURT OF COMMON PLEAS
TRANSMISSION, INC., : CLEARFIELD CO., PENNSYLVANIA
Plaintiff, :
vs. : CIVIL ACTION - LAW
DOUGLAS BARRETT, individually :
and as Executor of the Estate of : NO. 01-1647 CD
EFFIE A. BARRETT, :
Defendant. :

NOTICE OF PRAECIPE TO ENTER
JUDGMENT BY DEFAULT

TO: DOUGLAS BARRETT, individually and as Executor
of the ESTATE of EFFIE A. BARRETT
PO Box 695
LaJose, PA 15753.

Date of Notice: October 30, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN
APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE
COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST
YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS
NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND
YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU
SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A
LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING
OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator's Office
230 E. Market Street, Suite 228
Clearfield, PA 16830
Telephone: 814-765-2641

Patrick Dougherty
PATRICK DOUGHERTY, ESQUIRE
936 Philadelphia Street
Indiana, PA 15701
724-349-2255
PA ID#85832

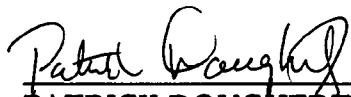
POWER GAS MARKETING &
TRANSMISSION, INC.,
Plaintiff,
vs.
DOUGLAS BARRETT, individually
and as Executor of the Estate of
EFFIE A. BARRETT,
Defendant.

IN THE COURT OF COMMON PLEAS
CLEARFIELD CO., PENNSYLVANIA
CIVIL ACTION - LAW
NO. 01-1647 CD

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within
FRAECIPE TO PROTHONOTARY FOR DEFAULT JUDGMENT was served on the
following through the United States Mail, first class, postage prepaid, this 28th day
of November, 2001:

R. DENNING GEARHART, ESQUIRE
215 East Locust Street
Clearfield, PA 16830



PATRICK DOUGHERTY, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
Clearfield County, Pennsylvania
Prothonotary's Office
Civil Action - Judgment
NOTICE OF ENTRY OF JUDGMENT

DOUGLAS BARRETT, individually
and as Executor of the Estate of
EFFIE A. BARRETT
PO Box 695
LaJose, PA 15753

No. 01-1647 CD

You are hereby notified that a judgment has been entered against you on
November 29th, 2001, in the Court of Common Pleas of Clearfield County
Prothonotary's Office at the above number and term.

Please note this is not a law suit or a bill. It is simply a notification of the
recording.



Prothonotary

Power Gas Marketing & Transmission, Inc.,
Plaintiff,
vs.

Douglas Barrett, individually and as
Executor of the Estate of EFFIE A. BARRETT,
Defendant.

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Power Gas Marketing & Transmission, Inc.
Plaintiff(s)

No.: 2001-01647-CD

Real Debt: \$3,076.51

Atty's Comm:

Vs.

Costs: \$

Int. From:

Douglas Barrett
Effie A. Barrett
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 29, 2001

Expires: November 29, 2006

Certified from the record this 29th day of November, 2001



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney