

01-2005-CJ
GERALD L. KLEPP et al -vs- CHAD S. MUCKEY et al

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

GERALD L. KNEPP and *
PATRICIA A. KNEPP;
WILLIAM D. HOLT and *
SHIRREN M. HOLT;
ROBERT V. RESSLER and *
LINDA E. RESSLER;
CHARLES B. JURY and *
JANET M. JURY;
MARK W. KENNEDY and *
MARY J. KENNEDY;
EDWARD J. ZWOLSKI, JR. and *
SUSAN K. ZWOLSKI;
TERRENCE J. DUNCAN and *
JUDY LYNN DUNCAN,
Plaintiffs *

-vs-

CHAD S. MUCKEY and *
SANDY M. SWANSON,
Defendants *

Docket No. 01-2005-CD

Type of pleading:
COMPLAINT

Filed on behalf of:
PLAINTIFFS

Counsel of record for
these parties:

Dwight L. Koerber, Jr.,
Esquire
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

DEC 13 2001

William A. Shaw
Prothonotary

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

GERALD L. KNEPP and	*
PATRICIA A. KNEPP;	*
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MARK W. KENNEDY and	*
MARY J. KENNEDY;	*
EDWARD J. ZWOLSKI, JR. and	*
SUSAN K. ZWOLSKI;	*
TERRENCE J. DUNCAN and	*
JUDY LYNN DUNCAN,	*
Plaintiffs	*
 -vs-	
CHAD S. MUCKEY and	*
SANDY M. SWANSON,	*
Defendants	*

Docket No. 01- -CD

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 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 within twenty (20) days. 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 relief claimed in the complaint by the plaintiff.

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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Second and Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

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

GERALD L. KNEPP and	*	
PATRICIA A. KNEPP;	*	
WILLIAM D. HOLT and	*	
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ROBERT V. RESSLER and	*	
LINDA E. RESSLER;	*	
CHARLES B. JURY and	*	
JANET M. JURY;	*	
MARK W. KENNEDY and	*	
MARY J. KENNEDY;	*	
EDWARD J. ZWOLSKI, JR. and	*	
SUSAN K. ZWOLSKI;	*	
TERRENCE J. DUNCAN and	*	
JUDY LYNN DUNCAN,	*	
Plaintiffs	*	
 -vs-		Docket No. 01- -CD
CHAD S. MUCKEY and	*	
SANDY M. SWANSON,	*	
Defendants	*	

COMPLAINT

COME NOW, Plaintiffs, by and through their attorney, Dwight L. Koerber, Jr., Esquire, and file the following Complaint against defendants. In support thereof, plaintiffs aver and show as follows:

I.
EJECTMENT

1. Plaintiffs are individual land owners who own real estate in Lawrence Township, Clearfield County, Pennsylvania,

whose names and addresses, deed book reference and county tax assessment map number are as follows:

Gerald L. and Patricia A. Knepp
R. D. 3, Box 140A
Clearfield, PA 16830
DB 1597, page 306; DB 1106, page 259
Tax Assessment Map No. 123-K9-81; 123-K9-63;
123-K9-23.2

William D. and Shirren M. Holt
R. R. 3, Box 141
Clearfield, PA 16830
DB 1189, page 194
Tax Assessment Map No. 123-K9-23.1

Robert V. and Linda E. Ressler
R. R. 3, Box 140B
Clearfield, PA 16830
Instrument No. 1999-18541
Tax Assessment Map No. 123-K9-79

Charles B. and Janet M. Jury
P. O. Box 641
Clearfield, PA 16830
Instrument No. 2000-18113
Tax Assessment Map No. 123-K9-23; 123-K9-62

Mark W. and Mary J. Kennedy
R. R. 3, Box 178A
Clearfield, PA 16830
DB 1668, page 213; DB 508, page 434
Tax Assessment Map No. 123-K9-75; 123-K9-78;
123-K9-84; 123-K9-109; 123-K9-23

Edward J., Jr., and Susan K. Zwolski
R. D. 3, Box 178B
Clearfield, PA 16830
DB 1134, page 437; DB 1019, page 54
Tax Assessment Map No. 123-K9-88; 123-K9-97

Terrence J. and Judy Lynn Duncan
R. R. 3, Box 178C
Clearfield, PA 16830
DB 978, page 01
Tax Assessment Map No. 123-K9-42.2

2. Defendants are Chad S. Muckey and Sandy M. Swanson, single individuals, who reside in Lawrence Township, Clearfield County, Pennsylvania, at 306 Larson Road, Clearfield, PA 16830.

3. Attached hereto as Exhibit A is a true and correct copy of the deed to the property owned by defendants, such deed having been executed and recorded on August 31, 2001.

4. All of the parties herein, meaning each individual plaintiff and the defendants, reside in a neighborhood known as the Clover Hill/Dimeling Bridge area, with all of the real estate being depicted on the same county assessment map.

5. All of the properties owned by the parties herein are served by a common road which is known as Larson Road.

6. Larson Road is a private road and is the sole means of providing ingress, egress and regress for the plaintiffs to their homes.

7. For a period of time well in excess of 21 years, Larson Road has been a through road, which has enabled the properties owned by the plaintiffs and their successors in title to travel to the Clearfield area by heading in a northerly manner, or to Glen Richey or West Decatur or Houtzdale in a southerly manner by traversing over Larson Road.

8. The roadway now known as Larson Road has previously been identified by different names, having been known as McCracken Road or Mine Road at various times.

9. For a period of time well in excess of 21 years prior to the time that defendants purchased their property on August 31, 2001, Larson Road was a width of approximately 20 feet and was consistently used as a means of ingress, egress and regress by the plaintiffs, whereby they would travel over that roadway on an easement that traverses through the property of defendants and their predecessors in title.

10. The most predecessors in title for defendant are Michael Kerr, who owned the property in question under deed dated June 16, 1997, recorded at Deed Book Volume 1850, page 212, and his predecessor in title, James Foster Kerr, who owned the said property by deed dated June 17, 1944, and recorded in Clearfield County Deed Book Volume 363, page 534.

11. Attached hereto as Appendices B and C are true and correct copies of the June 16, 1997 and the June 17, 1944 deeds in defendants' chain of title.

12. The legal description that applies to the easement rights of plaintiffs identifies their interest as the dominant estate and the defendant's interest as the servient estate.

13. In the alternative, in the event that plaintiffs are not deemed to have an express right to use Larson Road so as to traverse the land of defendants where Larson Road is located, plaintiffs have an easement by implication to use Larson Road through defendants' land, as it was the customary and usual means

of traveling to the Glen Richey/West Decatur/Houtzdale areas from and to the plaintiffs' properties.

14. In addition to having an express easement and/or easement by implication, so as to operate over Larson Road in the area where it traverses defendants' land, plaintiffs also have the right to the continued use of Larson Road so as to travel through the land owned by the defendants, because plaintiffs have acquired prescriptive easement rights over that roadway.

15. Specifically, plaintiffs individually and/or their predecessor in title, have operated in an open, continuous, notorious, adverse, and uninterrupted fashion over Larson Road, through the property of defendants and their predecessors in title, for a period in excess of 21 years, and as such, plaintiffs have acquired vested easement rights over that land.

16. The manner in which plaintiffs have operated over Larson Road in an adverse, open, continuous, notorious and uninterrupted manner for a period of time in excess of 21 years is as follows:

- (A) Use of the roadway for their own private automobiles or trucks to go to and from work;
- (B) Use of the roadway to pick up their mail;
- (C) Use of the roadway to go shopping;
- (D) Use of the roadway to visit or to be visited by friends and neighbors;
- (E) Use of the roadway to have deliveries made to them;

- (F) Use of the roadway to receive invitees;
- (G) Use of the roadway to have their property identified for "911" purposes, fire emergency purposes, rescue purposes; and
- (H) Use of the roadway for general topographical mapping purposes as being a through roadway.
- (I) Use of the roadway by Plaintiffs Jury and invitees to access New Christian Life Church and New Life Christian Military Academy Youth Camp.

17. On or about October 29, 2001, defendants abruptly, unreasonably, and unlawfully interrupted the usage by plaintiffs of their easement rights over Larson Road, by depositing mounds of soil and large rocks, and by erecting a gate across Larson Road at the portion of Larson Road where their property adjoins the property of Plaintiffs Ressler.

18. Plaintiffs have informed defendants of their lawful entitlement to use Larson Road by virtue of their easement rights over that area, as it extends through defendants' property, but defendants have defiantly refused to honor plaintiffs' rights and have continued to block Larson Road.

19. Plaintiffs request your Honorable Court to enter an Order ejecting the defendants from Larson Road and Order defendants not to interfere with plaintiffs' rights of ingress, egress and regress over Larson Road for themselves, their invitees, their assigns and heirs.

WHEREFORE, plaintiffs pray that an Order of Ejectment be

entered against defendants, requiring them to be removed Larson Road and to cease and desist from blocking plaintiffs' easement rights over Larson Road through the property of defendants, and to award costs to the plaintiffs.

II.
TRESPASS

Paragraphs 1 through 19 of this Complaint are incorporated by reference as though set forth in full.

20. By blocking Larson Road, defendants are interfering with the lawful right of ingress, egress and regress which plaintiffs have over Larson Road, and as such, are trespassing against the lawful real estate rights of plaintiffs.

21. As a result of the trespass actions of defendants, plaintiffs have incurred and are continuing to incur the following damages:

A. Additional mileage and time traveling to and from their property and their homes;

B. A greater risk of damage to their properties by virtue of reduced accessibility for fire and rescue services;

C. A reduction in the value of their real estate by virtue of the blockage of Larson Road so as to interfere with the natural means of traveling to and from their properties; and

D. Personal, private and business inconvenience, and the loss of the full enjoyment of their properties.

22. The damages set forth hereinabove continue to mount and accumulate as defendants unreasonably interfere with plaintiffs' easement rights and the full extent and enjoyment of their real estate.

WHEREFORE, plaintiffs pray that judgment be entered in their favor and against defendants, awarding them the monetary damages in excess of \$20,000.00 for the trespass actions of defendants, plus costs and interest.

III. INJUNCTIVE RELIEF

Paragraphs 1 through 22 are incorporated by reference as though set forth in full.

23. This count is filed in the alternative, in the event that full relief is not granted in Counts I and II of this Complaint.

24. Plaintiffs hereby allege that the actions of defendants in depriving plaintiffs of the proper and lawful usage of Larson Road, produces damages that are not measurable through a monetary award.

25. The specific damages that are not measurable through a monetary award are the following:

A. Increased risk of damage by fire through the reduced accessibility to plaintiffs' properties because of the defendants blockage of Larson Road.

B. Increased risk of damage by personal harm through the reduced accessibility to plaintiffs' properties because of the defendants blockage of Larson Road.

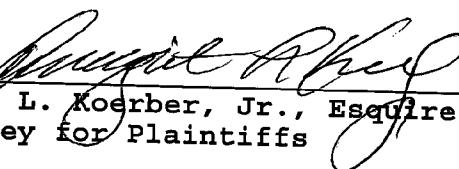
C. Loss of many hours on a weekly basis when traveling to and from work or shopping, or picking up the mail, or in general engaging in the full use of their property.

26. Plaintiffs allege, based upon the facts set hereinabove, that they have an inadequate remedy at law, and as such, they are entitled to injunctive relief.

27. Plaintiffs aver that their damages are irreparable so as to warrant injunctive relief.

WHEREFORE, plaintiffs pray that an Order be entered directing defendants to abstain and refrain from blocking or interfering with plaintiffs' easement rights over Larson Road, covering the full extent of Larson Road as it runs through the property of defendants, and that costs of this action be awarded to the plaintiffs.

Respectfully submitted,

By: 
Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiffs

VERIFICATION

I verify that the statements made in this document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Gerald J. Knepp
Gerald J. Knepp
DATE: 12-8-01

Patricia A. Knepp
Patricia A. Knepp
DATE: 12-8-01

VERIFICATION

I verify that the statements made in this document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

William D. Holt

William D. Holt

DATE: 12-7-01

Shirren M. Holt

Shirren M. Holt

DATE: 12-7-01

VERIFICATION

I verify that the statements made in this document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Robert V Ressler

Robert V. Ressler

DATE: _____

Linda E. Ressler

Linda E. Ressler

DATE: 12-9-01

VERIFICATION

I verify that the statements made in this document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Rev. Charles B. Jury Sr.

Charles B. Jury

DATE: 12/5/01

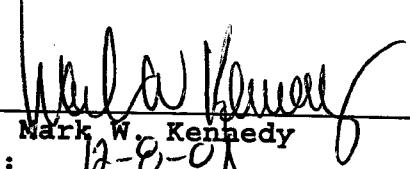
Janet M. Jury

Janet M. Jury

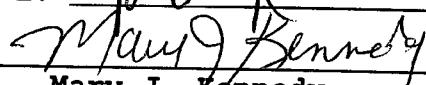
DATE: 12-5-01

VERIFICATION

I verify that the statements made in this document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.


Mark W. Kennedy

DATE: 12-8-01


Mary J. Kennedy

DATE: 12/8/01

VERIFICATION

I verify that the statements made in this document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Edward J. Zwolski
Edward J. Zwolski
DATE: 12/4/01

Susan K. Zwolski
Susan K. Zwolski
DATE: 12-4-01

VERIFICATION

I verify that the statements made in this document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Terrence J. Duncan
Terrence J. Duncan
DATE: 12/5/01

Judy Lynn Duncan
Judy Lynn Duncan
DATE: 12/5/01

EXHIBIT A

Attached hereto is a true and correct copy of the deed to defendants' property.

THIS DEED

MADE the 31st day of August in the year Two Thousand One (2001).

BETWEEN MICHAEL KERR and PAULA KERR, Husband and Wife, of P. O. Box 655, Clearfield, Clearfield County, Pennsylvania, 16830, Parties of the First Part, hereinafter referred to as "GRANTORS";

AND

CHAD S. MUCKEY, a single individual and SANDY M. SWANSON, a single individual, Joint Tenants with the Right of Survivorship, of P. O. Box 159, West Decatur, Clearfield County, Pennsylvania, 16878, Parties of the Second Part, hereinafter referred to as "GRANTEEES".

WITNESSETH, That in consideration of Thirty-Seven Thousand (\$37,000.00) Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, their heirs, executors, administrators and assigns, forever,

ALL that certain piece or parcel of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner in turn of Township Road on line of Graham farm; thence South 47 degrees West 220 rods to corner on road leading to the old Pike; thence following the courses of the said road South 30 degrees East 29 3/4 rods to corner of heretofore conveyed to James B. Beard; thence 24 1/4 rods to corner above run; thence 24 1/4 rods to line of McCracken land; thence North 55 1/2 degrees East 63 rods; thence (according to survey made August 17, 1943, by Roy Kindig) North 14 degrees 10 minutes West 36 rods; thence North 65 degrees 30 minutes ---74 rods; thence North 75 degrees 10 minutes, --- 37 rods; thence North 17 degrees 62 minutes West 23 rods to turn in the lane; thence South 63 degrees 33 minutes West 8 1/3 rods to post; thence North 13 degrees West 46 1/4 rods to place of beginning.

BEING the same premises as were granted and conveyed onto Michael Kerr, by Deed of James Foster Kerr, a/k/a James F. Kerr, dated June 16, 1997, as recorded in the Office of Register and Recorder for Clearfield County at Deed Book Volume 1850, Page 212.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

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.)

NOTICE

Grantee (hereinafter, whether one or more, called "Grantee") hereby states that he knows that he 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 interests in the coal. (THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1996.)

Rhonda J. Hanes

Rhonda J. Hanes

Chad S. Muckey

Sandy M. Swanson

Sandy M. Swanson

AND the said Grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

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

Sealed in the presence of

Rhonda J. Hanes

Rhonda J. Hanes

Michael Kerr [Seal]

Paula Kerr [Seal]

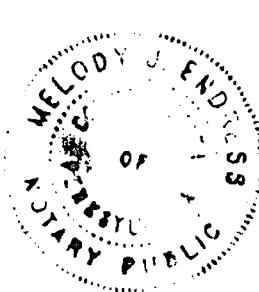
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :
:

On this, the 31st day of August, 2001, before me,
a notary public in and for the Commonwealth of Pennsylvania, the
undersigned officer, personally appeared MICHAEL KERR and PAULA
KERR known to me (or satisfactorily proven) to be the persons whose
names are subscribed to the above Indenture, and acknowledged that
they executed the same the purposes therein contained.

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

My Commission Expires:

Melody Endres
NOTARY PUBLIC



Certificate of Residence

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

306 Larson Road
Clearfield, PA 16830

Melody Endres
Agent for GRANTEES

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200113861
RECORDED ON
AUG 31, 2001
3 = 05:19 PM
Total Pages: 3

RECORDING FEES -	\$13.00
RECORDER	\$1.00
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	\$1.00
IMPROVEMENT FUND	\$1.00
STATE TRANSFER TAX	\$370.00
STATE WRIT TAX	\$0.50
WARREN TOWNSHIP	\$185.00
CLEARFIELD AREA	\$185.00
SCHOOLS	
TOTAL	\$755.50
CUSTOMER	
FAMILY MOBILE HOMES	

EXHIBIT B

Attached hereto is a true and correct copy of the deed of Michael Kerr, predecessor in title to the property of defendants.

vol 1850 PAGE 212

DEED

AFFIDAVIT No. 2885

MADE the 16th day of June 1997, by and between JAMES FOSTER KERR, a/k/a JAMES F. KERR, of 303 Elm Street, Clearfield, PA 16830; hereinafter "GRANTOR",

A
N
D

MICHAEL KERR, of P.O. Box 653, Clearfield, PA 16830; hereinafter "GRANTEE"

WITNESSETH:

That in consideration of One (\$1.00) Dollar the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, the following described premises:

ALL that certain piece or parcel of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner in turn of Township road on line of Graham farm; thence South 47 degrees West 220 rods to corner on road leading to the old Pike; thence following the courses of the said road South 30 degrees East 29 3/4 rods to corner of heretofore conveyed to James B. Beard; thence 24 1/4 rods to corner above run; thence 24 1/4 rods to line of McCracken land; thence North 55 1/2 degrees East 63 rods; thence (according to survey made August 17, 1943, by Roy Kindig) North 14 degrees 10 minutes West 36 rods; thence North 65 degrees 30 minutes, ---74 rods; thence North 75 degrees 10 minutes, ---37 rods; thence North 17 degrees 62 minutes West 23 rods to turn in the lane; thence South 53 degrees 33 minutes West 8 1/3 rods to post; thence North 13 degrees West 46 1/4 rods to place of beginning.

BEING the same premises conveyed to the Grantor herein James Foster Kerr who is also known as James F. Kerr dated June 17, 1944 and recorded in Clearfield County Deed Book 363, page 534.

BEING the same property identified by Clearfield County Tax Map No. 123-K9-22.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:10 pm 6-17-97
BY Peter Smith
FEES 13.50
Karen L. Tarr, Recorder

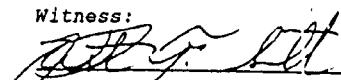
This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal, and, in that connection, damage may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

And the Grantor does hereby SPECIALLY WARRANT, covenant, promise and agree, to and with the Grantee, his successors and assigns, by these presents, that he has not knowingly done or committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate or otherwise howsoever.

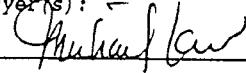
NOTICE

In accordance with the provisions of "The Bituminous Mine Substance and Land Conservation Act of 1966", I/We, the undersigned, hereby certify that I/We know and understand that I/We may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchase property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/We further certify that this certification is in a print style contrasting with that in the deed proper and is preceded by the word "notice" printed in large print above.

Witness:


This 16 day of June, 1997.

Buyer(s):

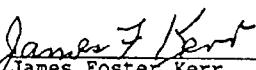


IN WITNESS WHEREOF, the Grantor has caused these presents to

be properly executed on the day and year first written above.

Witness:




James Foster Kerr
a/k/a James F. Kerr

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AFFIDAVIT

\$27.00

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :

BEFORE ME, the undersigned officer, personally appeared JAMES FOSTER KERR a/k/a JAMES F. KERR being duly sworn according to law depose and say that he is the person whose name is subscribed to the foregoing instrument and that he executed the same for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of June 1997.

Andrea M. Smith

Notary Public
Andrea M. Smith, Notary Public
Clearfield Borough, Clearfield County, PA
My Commission Expires June 22, 1999

CERTIFICATE OF RESIDENCE

I, hereby certify that the correct address of the Grantees is as follows:

P.O. Box 653
Clearfield, PA 16830

Pete F. Smith

By: Pete F. Smith

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:10pm 6-17-97
BY Pete F. Smith
FEES 13.50
Karen L. Starck, Recorder

CLEARFIELD AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 27.00
PAID 6-17-97 KAREN L. STARCK
Date Agent

Entered of Record 6-17-1997 : Karen L. Starck, Recorder

EXHIBIT C

Attached hereto is a true and correct copy of the deed of James Foster Kerr, predecessor in title to the deed of Michael Kerr.

DEED) THIS DEED, Made the 17th day of June in the year Nineteen Hundred
KAY BLOOM AL) and Forty-four
TO) BETWEEN Kay Bloom and Rose Bloom, his wife of Lawrence Township,
JAMES FOSTER KERR) Clearfield County, Pennsylvania, parties of the First Part, here-
inafter called Grantors - and James Foster Kerr of Lawrence Town-
ship, Clearfield County, Pennsylvania, party of the second Part, hereinafter called Grantee.
WITNESSETH, that in consideration of One (\$1.00) Dollar Dollars, in hand paid, the
receipt whereof is hereby acknowledged, the said grantors does hereby grant and convey to
the said grantee,

ALL that certain piece or tract of land situate in Lawrence Township, Clearfield
County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner in turn of Township road on line of Graham farm; thence
South 47 degrees West 220 rods to corner on road leading to the old Pike; thence following
the courses of the said road South 30 degrees East 29 $\frac{3}{4}$ rods to corner of heretofore con-
veyed to James B. Beard; thence 24 $\frac{1}{4}$ rods to corner above run; thence 24 $\frac{1}{4}$ rods to line of
McCracken land; thence North 55 $\frac{1}{2}$ degrees East 63 rods; thence (according to survey made
August 17, 1943, by Roy Kindig) North 14 degrees 10 minutes West 36 rods; thence North 65
degrees 30 minutes ----74 rods; thence North 75 degrees 10 minutes --- 37 rods; thence
North 17 degrees 62 minutes West 23 rods to turn in the lane; thence South 63 degrees 33
minutes West 8 1/3 rods to post; thence north 13 degrees West 46 $\frac{1}{4}$ rods to place of beginn-
ing. CONTAINING: approximately 47 acres -----

BEING a portion of the same land which E.L. McCloskey, Sheriff, by deed dated
May 7, 1890, as recorded in Deed Book #71 at page 198, conveyed to W. Sloss Bloom who
died seized of the same on December 19, 1906, having by his last will and testament
as recorded in Will Book G. at page 306 having devised the same to his wife, Louella Bloom
for such interest as she might take under the intestate laws and the rest to Guy Bloom and
Kay Bloom. The said Louella Bloom, widow, and Guy Bloom having since, by family arrange-
ments, relinquished all right, title, and interest therein and threto, join in the execu-
tion of this deed for the sole and only purpose of transferring to Grantees herein any
interest that they might or could have by reason of the Will of Sloss Bloom. Deed re-
ferred to recorded in Deed Book 355, page 406.

RESERVING unto Kay Bloom, his heirs, executors, administrators and assigns forever,
all the coal, clay, oil, gas and other minerals, in, under and upon said above described
tract of land together with the usual and necessary rights to mine and remove the same, not
including stripping the surface, without liability for any damages to the surface or to
the water in mining and removing said coal, clay, gas, oil, and other minerals. This
reservation shall not include the right to mine and remove the coal, clay, and other min-
erals from under the buildings now erected on said premises and sufficient area around same
to guarantee adequate support.

It is understood and agreed that the roads leading through the entire tract
of land of which this is a part shall remain as at present for the use of the owners of
either portion thereof and their heirs, executors, administrators, and assigns?

AND the said grantors, do hereby covenant and agree to and with the said grantee,
that they, the grantors, their heirs, executors and administrators shall and will
generally warrant and forever defend the herein above described premises, with the heredit-
ments and appurtenances, unto the said grantee, his heirs and assigns against the said
grantors, and against every other person lawfully claiming or who shall hereafter claim
the same or any part thereof

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

ed and delivered

in presence of

Frances M. Hoffman

Kay Bloom (L.S.)

Pose Bloom (L.S.)

State of Pennsylvania

County of Clearfield

On this, the 17th day of June, 1944, before me Frances M. Hoffman, the undersigned
notary, personally appeared Kay Bloom and Pose Bloom, his wife, known to me (or satisfac-
torily proven) to be the person whose names are subscribed to the within instrument,
I acknowledged that they have executed the same for the purposes therein contained.

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

Frances M. Hoffman (off.seal)

Notary Public

Title of Officer

My commission expires March 10, 1947

I hereby Certify that the precise residence of the grantee or grantees is Clearfield

S. Revenue \$2.75

Entered of Record Jan 29, 1945. 9/12 A M

Recorded and Compared by

Ther Mullen
M T

Recorder.

RECORD
MORNINGSIDE CEM ASS'N) THIS INDENTURE, Made the Fourteenth day of July 1939
TO) between Morningside Cemetery Association, a corporation
RACE ETHELYN WHITESELL, ADMX) of the first class under the laws of Pennsylvania, of
Pennsylvania, (hereinafter called the Grantor), and
Race Ethlyn Whitesell, Administratrix of the Estate of Thomas J. Brisbin, deceased, (here-
nafter called the Grantee).

WITNESSETH: In consideration of the sum of Seventy-five (\$75.00) Dollars in hand
aid by the grantee unto the grantor, the grantor does hereby grant and convey to the
grantee, her heirs, administrators, or assigns, the exclusive right of burial for Grantee
and her heirs or such persons as the grantee may nominate to be buried in and upon that
certain parcel or piece of land situated in the Township of Sandy, County of Clearfield
and State of Pennsylvania, and designated on the plan or plot of said Cemetery as East
one-half of Double Lot No. 68. in Section No. 9, containing two hundred (200) superficial
feet; and as marked on the ground by the grantor, and as shown on plan of Morningside
Cemetery, recorded at Clearfield, Pa., in Miscellaneous Book No. 27, Page 141

Which said land is to be held by the grantee for theuses and purposes of sepul-
cher only and for no other use, intent or purpose whatsoever, and which is conveyed sub-
ject to all of the limitations and grants contained in the deed of John E. DuBois to the

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
Docket No.

GERALD L. KNEPP, et ux., et al.,
Plaintiffs

-vs-

CHAD S. MUCKEY and
SANDY M. SWANSON,
Defendants

COMPLAINT

FILED

DEC 19 2001 Atty Koerber pd \$80.00
0125411CC City Koerber
William A. Shaw
Prothonotary

Law Office

DWIGHT L. KOERBER, JR.
ATTORNEY - AT - LAW
110 NORTH SECOND STREET
P. O. Box 1320
CLEARFIELD, PENNSYLVANIA 16830

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

GERALD L. KNEPP and
PATRICIA A. KNEPP;
WILLIAM D. HOLT and
SHIRREN M. HOLT;
ROBERT V. RESSLER and
LINDA E. RESSLER;
CHARLES B. JURY and
JANET M. JURY;
MARK W. KENNEDY and
MARY J. KENNEDY;
EDWARD J. ZWOLSKI, JR. and
SUSAN K. ZWOLSKI;
TERRENCE J. DUNCAN and
JUDY LYNN DUNCAN,

Plaintiffs

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

GERALD L. KNEPP and *
PATRICIA A. KNEPP; *
WILLIAM D. HOLT and *
SHIRREN M. HOLT; *
ROBERT V. RESSLER and *
LINDA E. RESSLER; *
CHARLES B. JURY and *
JANET M. JURY; *
MARK W. KENNEDY and *
MARY J. KENNEDY; *
EDWARD J. ZWOLSKI, JR. and *
SUSAN K. ZWOLSKI; *
TERRENCE J. DUNCAN and *
JUDY LYNN DUNCAN, *

Plaintiffs *

-vs-

No. 01-2005-CD

CHAD S. MUCKEY and *
SANDY M. SWANSON, *

Defendants *

ANSWER

AND NOW, come the Defendants, Chad S. Muckey and Sandy M. Swanson, by and through their attorney, Brian K. Marshall, Esquire, who file this Answer to Plaintiffs' Complaint, wherein the following is a Statement:

I. EJECTMENT

1. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 1, and strict proof is demanded at time of trial.

2. Admitted.

3. Admitted.

4. Admitted

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

5. Admitted in part, denied in part. It is admitted that all of the properties owned by the Plaintiffs herein are served by a common road, which is known as Larson Road; however, it is denied that the residence of the Defendants is served by Larson Road.

6. Admitted in part, denied in part. It is denied that Larson Road is a private road. Larson Road, as depicted on Tax Assessment Map No. 123-K9, is a road that is maintained by the Lawrence Township. It is admitted that Larson Road is the sole means of providing ingress, egress and regress for the Plaintiffs to their homes, however it is denied that the portion of the road traversing the Defendants' property, which is alleged to be Larson Road, is the sole means of ingress, egress and regress for the Plaintiffs.

7. Admitted in part, denied in part. It is admitted that for a period of time well in excess of 21 years, Larson Road, in the area adjacent to the Plaintiffs' properties, and as depicted on Tax Assessment Map No. 123-K9, has enabled the owners of the properties currently owned by the Plaintiffs to travel to Clearfield by heading in a northerly manner. It is denied that for a period of time in excess of 21 years, Larson Road has been a through road allowing the owners of the properties currently owned by the Plaintiffs to travel in a southerly manner across the property now owned by the Defendants.

8. After a reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as

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to the truth of the averments in Paragraph 8, and strict proof is demanded at the time of trial.

9. Denied. It is denied that for a period of time well in excess of 21 years prior to the time that the Defendants purchased their property on August 31, 2001, that Larson Road was a width of approximately 20 feet. On the date of purchase, the alleged road was at a width significantly less than 20 feet. It is further denied that on the date of purchase by the Defendants, the road showed any evidence of having been consistently used as a means of ingress, egress and regress by the Plaintiffs.

10. Admitted.

11. Admitted.

12. After a reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averment in Paragraph 12 due to the vagueness of the averment. Strict proof thereof is demanded at trial. In the alternative, if Plaintiffs are referring to the highlighted portion at the bottom Page 1 of the Bloom to Foster Deed, dated June 17, 1944, it is denied that the legal description identifies any easements rights of the Plaintiffs.

13. Denied. The averments of Paragraph 13 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after a reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth thereof, and proof is demanded at the time of trial.

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14. Denied. The averments of Paragraph 14 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after a reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth thereof, and proof is demanded at trial.

15. Denied. The averments of Paragraph 15 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after a reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth thereof, and proof is demanded at trial.

16. Denied. The averments of Paragraph 15 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after a reasonable investigation, Defendants are without knowledge or sufficient information to form a belief as to the truth thereof, and strict proof is demanded at time of trial.

17. Admitted in part, denied in part. It is admitted that on or about October 19, 2001, Defendants deposited mounds of soil and large rocks, and erected a gate across Larson Road at the point where the portion of the road maintained by Lawrence Township ends. The remaining averments in Paragraph 17 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after reasonable investigation, Defendants are without knowledge or information to

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form a belief as to the truth thereof, and strict proof is demanded at trial.

18. Admitted in part, denied in part. Defendants admit that Plaintiffs have made a claim to an alleged entitlement to use the road that traverses their property. The remaining averments in Paragraph 18 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth thereof, and strict proof is demanded at time of trial.

19. Denied. The averments in Paragraph 19 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth thereof, and strict proof is demanded at time of trial.

WHEREFORE, Defendants demand that Plaintiffs' Complaint against Defendants be dismissed with prejudice, together with costs of suit awarded.

II. TRESPASS

The Answers to Paragraphs 1 through 19 of this Complaint are incorporated by reference as though set forth in full.

20. Denied. The averments in Paragraph 20 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after reasonable investigation, Defendants are without knowledge or information sufficient to

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211 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
109 NORTH BRADY STREET
DUBOIS, PA 15801

form a belief as to the truth thereof, and strict proof is demanded at time of trial.

21. Denied. The averments in Paragraph 21 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth thereof, and strict proof is demanded at time of trial.

22. Denied. The averments in Paragraph 22 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth thereof, and strict proof is demanded at time of trial.

WHEREFORE, Defendants demand that Plaintiffs' Complaint against Defendants be dismissed with prejudice, together with costs of suit awarded.

III. INJUNCTIVE RELIEF

The Answers to Paragraphs 1 through 22 of this Complaint are incorporated by reference as though set forth in full.

23. No response is necessary.

24. Denied. The averments in Paragraph 24 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after reasonable investigation, Defendants are without knowledge or information sufficient to

form a belief as to the truth thereof, and strict proof is demanded at time of trial.

25. Denied. The averments in Paragraph 25 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth thereof, and strict proof is demanded at time of trial.

26. Denied. The averments in Paragraph 26 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth thereof, and strict proof is demanded at time of trial.

27. Denied. The averments in Paragraph 27 are denied as mere conclusions, which are deemed denied, and at issue by the rules of pleading, or because, after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth thereof, and strict proof is demanded at time of trial.

WHEREFORE, Defendants demand that Plaintiffs' Complaint against Defendants be dismissed with prejudice, together with costs of suit awarded.

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

Respectfully submitted,

By: 
Brian K. Marshall
Attorney for Defendants

FILED

JAN 6 7 2002

012571cc, atty, marshall
William A. Shaw
Prothonotary
bst

RICHARD H. MILGRUB

Attorney & Counselor at Law

211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

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

GERALD L. KNEPP and *
PATRICIA A. KNEPP; *
WILLIAM D. HOLT and *
SHIRREN M. HOLT; *
ROBERT V. RESSLER and *
LINDA E. RESSLER; *
CHARLES B. JURY and *
JANET M. JURY; *
MARK W. KENNEDY and *
MARY J. KENNEDY; *
EDWARD J. ZWOLSKI, JR. and *
SUSAN K. ZWOLSKI; *
TERRENCE J. DUNCAN and *
JUDY LYNN DUNCAN, *
Plaintiffs *

-vs-

CHAD S. MUCKEY and *
SANDY M. SWANSON, *
Defendants *

No. 01-2005-CD

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Defendants

Counsel of Record for this
Party:

Brian K. Marshall
Supreme Court I.D. 87331

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

JAN 07 2002

William A. Shaw
Prothonotary

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

GERALD L. KNEPP and *
PATRICIA A. KNEPP; *
WILLIAM D. HOLT and *
SHIRREN M. HOLT; *
ROBERT V. RESSLER and *
LINDA E. RESSLER; *
CHARLES B. JURY and *
JANET M. JURY; *
MARK W. KENNEDY and *
MARY J. KENNEDY; *
EDWARD J. ZWOLSKI, JR. and *
SUSAN K. ZWOLSKI; *
TERRENCE J. DUNCAN and *
JUDY LYNN DUNCAN, *
Plaintiffs *
*
-vs- * No. 01-2005-CD
*
CHAD S. MUCKEY and *
SANDY M. SWANSON, *
Defendants *

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of Defendants' Answer to Complaint in the above-captioned matter was served on January 7, 2002, upon Dwight L. Koerber, Jr., Esquire, 110 North Second Street, P.O. Box 1320, Clearfield, PA 16830. Service was made by regular U.S. Mail.

Date:



Brian K. Marshall
Attorney for Defendants

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

JAN 07 2009

Office of the City Marshall
William A. Shaw
Prothonotary

for
Marshall

RICHARD H. MILGRUB

Attorney & Counselor at Law

211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

In The Court of Common Pleas of Clearfield County, Pennsylvania

KNEPP, GERALD L. al

Sheriff Docket # 11867

01-2005-CD

VS.

MUCKEY, CHAD S. & SANDY M. SWANSON

COMPLAINT

SHERIFF RETURNS

**NOW, DECEMBER 17, 2001 AT 9:53 A.M. EST SERVED THE WITHIN COMPLAINT
ON CHAD S. MUCKEY, DEFENDANT AT RESIDENCE, 306 LARSON ROAD, RD#3,
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHAD S.
MUCKEY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND
MADE KNOWN TO HIM THE CONTENTS THEREOF.**

SERVED BY COUDRIET

**NOW, DECEMBER 17, 2001 AT 9:53 A.M. EST, SERVED THE WITHIN COMPLAINT
ON SANDY M. SWANSON, DEFENDANT AT RESIDENCE, 306 LARSON ROAD, RD#3,
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHAD S.
MUCKEY, BOYFRIEND OF DEFENDANT A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

SERVED BY: COUDRIET

Return Costs

Cost	Description
26.34	SHERIFF HAWKINS, PAID BY: ATY.
20.00	SURCHARGE, PAID BY ATTY.

FILED
01/21/02
JAN 16 2002

William A. Shaw
Prothonotary

Sworn to Before Me This

16 Day Of Jan 2002
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Charles Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GERALD L. KNEPP and	*
PATRICIA A. KNEPP;	*
WILLIAM D. HOLT and	*
SHIRREN M. HOLT;	*
ROBERT V. RESSLER and	*
LINDA E. RESSLER;	*
CHARLES B. JURY and	*
JANET M. JURY;	*
MARK W. KENNEDY and	*
MARY J. KENNEDY;	*
EDWARD J. ZWOLSKI, JR., and	*
SUSAN K. ZWOLSKI;	*
TERRENCE J. DUNCAN and	*
JUDY LYNN DUNCAN,	*
Plaintiffs	*
-vs-	*
CHAD S. MUCKEY and	*
SANDY M. SWANSON,	*
Defendants	*

Type of Pleading:
PRAECIPE FOR TRIAL

Filed on behalf of:
PLAINTIFFS

Counsel of record for
these parties:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

FEB 12 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

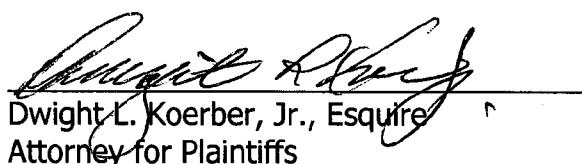
GERALD L. KNEPP and	*
PATRICIA A. KNEPP;	*
WILLIAM D. HOLT and	*
SHIRREN M. HOLT;	*
ROBERT V. RESSLER and	*
LINDA E. RESSLER;	*
CHARLES B. JURY and	*
JANET M. JURY;	*
MARK W. KENNEDY and	*
MARY J. KENNEDY;	*
EDWARD J. ZWOLSKI, JR., and	*
SUSAN K. ZWOLSKI;	*
TERRENCE J. DUNCAN and	*
JUDY LYNN DUNCAN,	*
Plaintiffs	*
 -vs-	*
	Docket No. 01-2005-CD
CHAD S. MUCKEY and	*
SANDY M. SWANSON,	*
Defendants	*

PRAECIPE FOR TRIAL

Pursuant to Local Rule 212.2, Plaintiffs hereby request that this case be listed for trial and be placed on the next trial list. In support thereof, Plaintiffs certify as follows:

- (1) That there are no motions outstanding, that there is no discovery sought by the parties, and that the case is ready for trial
- (2) That this case is to be heard as a non-jury trial.

Respectfully submitted,


Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

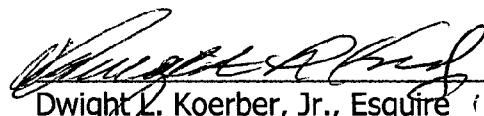
GERALD L. KNEPP and	*
PATRICIA A. KNEPP;	*
WILLIAM D. HOLT and	*
SHIRREN M. HOLT;	*
ROBERT V. RESSLER and	*
LINDA E. RESSLER;	*
CHARLES B. JURY and	*
JANET M. JURY;	*
MARK W. KENNEDY and	*
MARY J. KENNEDY;	*
EDWARD J. ZWOLSKI, JR., and	*
SUSAN K. ZWOLSKI;	*
TERRENCE J. DUNCAN and	*
JUDY LYNN DUNCAN,	*
Plaintiffs	*
-vs-	*
CHAD S. MUCKEY and	*
SANDY M. SWANSON,	*
Defendants	*

* Docket No. 01-2005-CD

CERTIFICATE OF SERVICE

I certify that on the 12th day of February of 2002, the undersigned served a true and correct copy of the Praecept for Trial entered in this matter upon counsel for Defendants. Such documents were served by United States First Class Mail upon the following:

Brian K. Marshall, Esquire
LAW OFFICES OF RICHARD H. MILGRUB
211 North Second Street
Clearfield, PA 16830


Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

GERALD L. KNEPP, ET AL.,
PLAINTIFFS

VS

CHAD S. MUCKEY and
SANDY M. SWANSON,
DEFENDANTS

Docket No. 01-2005-CD

PRAECIPE FOR TRIAL

Law Office
DWIGHT L. KOERBER, JR.
ATTORNEY-AT-LAW
110 NORTH SECOND STREET
P. O. Box 1320
CLEARFIELD, PENNSYLVANIA 16830

FEB 12 2002
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William A. Shaw
Prothonotary

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

GERALD L. KNEPP and PATRICIA :
A. KNEPP; WILLIAM D. HOLT and:
SHIRREN M. HOLT; ROBERT V. :
RESSLER and LINDA E. RESSLER;:
CHARLES B. JURY and JANET M. :
JURY; MARK W. KENNEDY and :
MARY J. KENNEDY; EDWARD J. :
ZWOLSKI, JR. and SUSAN K. :
ZWOLSKI; TERRENCE J. DUNCAN :
and JUDY LYNN DUNCAN :
:
-vs- : No. 01-2005-CD
:
CHAD A. MUCKEY and SANDY M. :
SWANSON :
:

O R D E R

NOW, this 2nd day of April, 2002, this being the date set for Call of the Civil Non-Jury Trial List, it is the ORDER of this Court that pre-trial conference be scheduled for 2:15 p.m. on Friday, April 12th, 2002, in chambers.

BY THE COURT,



Judge

FILED

APR 03 2002

William A. Shaw
Prothonotary

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APR 03 2002

013.05 p.m

William A. Shaw
Prothonotary

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

GERALD L. KNEPP and *
PATRICIA A. KNEPP; *
WILLIAM D. HOLT and *
SHIRREN M. HOLT; *
ROBERT V. RESSLER and *
LINDA E. RESSLER; *
CHARLES B. JURY and *
JANET M. JURY; *
MARK W. KENNEDY and *
MARY J. KENNEDY; *
EDWARD J. ZWOLSKI, JR. and *
SUSAN K. ZWOLSKI; AND *
TERRENCE J. DUNCAN and *
JUDY LYNN DUNCAN,
Plaintiffs *

-vs-

CHAD S. MUCKEY and *
SANDY M. SWANSON,
Defendants *

Docket No. 01-2005-CD

Type of pleading:
JOINT MOTION TO APPROVE
SETTLEMENT

Filed on behalf of all
parties

Counsel of record for the
parties:

Dwight L. Koerber, Jr.,
Esquire
PA I.D. No. 16332
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
814-765-9611
Representing Plaintiffs

Brian K. Marshall,
Esquire
PA I.D. No. 87331
211 North Second Street
Clearfield, PA 16830
814-765-1717
Representing Defendants

FILED

APR 04 2002

William A. Shaw
Prothonotary

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

GERALD L. KNEPP and	*	
PATRICIA A. KNEPP;	*	
WILLIAM D. HOLT and	*	
SHIRREN M. HOLT;	*	
ROBERT V. RESSLER and	*	
LINDA E. RESSLER;	*	
CHARLES B. JURY and	*	
JANET M. JURY;	*	
MARK W. KENNEDY and	*	
MARY J. KENNEDY;	*	
EDWARD J. ZWOLSKI, JR. and	*	
SUSAN K. ZWOLSKI; AND	*	
TERRENCE J. DUNCAN and	*	
JUDY LYNN DUNCAN,	*	
Plaintiffs	*	
 -vs-		Docket No. 01-2005-CD
CHAD S. MUCKEY and	*	
SANDY M. SWANSON,	*	
Defendants	*	

JOINT MOTION TO APPROVE SETTLEMENT

COME NOW, all parties to this action, by and through their attorneys, Dwight L. Koerber, Jr., Esquire, representing the plaintiffs, and Brian K. Marshall, Esquire, representing the defendants, and file the within motion, seeking to have this Honorable Court enter an Order approving the terms and conditions of the April 2, 2002, Settlement Agreement of the parties. In support thereof, the parties aver and show as follows:

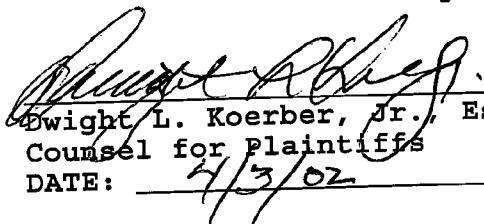
1. The parties to this action have entered into a Settlement Agreement dated April 2, 2002.

2. Attached hereto as Exhibit A is a copy of the April 2, 2002 Settlement Agreement signed by all parties.

3. The parties request this Honorable Court to adopt and approve the terms and conditions contained in the April 2, 2002 Settlement Agreement, attached hereto as Exhibit A, and enter an Order in the form attached to the April 2, 2002 Settlement Agreement as Appendix B.

WHEREFORE, the parties hereunto request this Honorable Court to grant the within Motion to Approve Settlement.

Respectfully submitted,


Dwight L. Koerber, Jr., Esquire
Counsel for Plaintiffs
DATE: 4/13/02


Brian K. Marshall, Esquire
Counsel for Defendants
DATE: 4/13/02

EXHIBIT A

Attached hereto is a copy of the April 2, 2002 Settlement Agreement entered into by all parties.

SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into on the 2nd day of April, 2002, is by and between GERALD L. KNEPP and PATRICIA A. KNEPP; WILLIAM D. HOLT and SHIRREN M. HOLT; ROBERT V. RESSLER and LINDA A. RESSLER, a/k/a LINDA E. RESSLER; CHARLES B. JURY and JANET M. JURY; MARK W. KENNEDY and MARY J. KENNEDY; EDWARD J. ZWOLSKI, JR. and SUSAN K. ZWOLSKI; AND TERENCE J. DUNCAN and JUDY LYNN DUNCAN, all of Lawrence Township, Clearfield County, Pennsylvania, referred to hereinafter as "Plaintiffs",

AND

CHAD S. MUCKEY and SANDY M. SWANSON, of Lawrence Township, Clearfield County, Pennsylvania, referred to hereinafter as "Defendants".

W I T N E S S E T H :

WHEREAS, the parties hereunto are property owners residing in an area generally known as Clover Hill, Lawrence Township ("said area"), and have gained access to their properties and residencies in the said area through a private road formerly identified as McCracken Road, now referred to as Larson Road; and

WHEREAS, on August 31, 2001, the Defendants acquired ownership of their real estate in the said area, through deed identified as Instrument No. 2001-13861 ("Defendants' property"), with the legal

description for such deed embracing real estate which includes an area where Larson Road traverses it, with no reference to Larson Road being identified in that deed; and

WHEREAS, attached hereto as Appendix A is a map which identifies Larson Road and shows where it connects to Township Road 864 on the easterly end and Township Road 598 on the westerly end; and

WHEREAS, on or about October 19, 2001, Defendants erected a barrier of soil and large rocks and a gate across a portion of Larson Road, so as to prevent the Plaintiffs from traveling on the western portion of Larson Road so as to gain ingress, egress and regress to their properties, thereby requiring them to use Larson Road solely in an easterly direction; and

WHEREAS, certain discussions and communications occurred between the Plaintiffs and the Defendants directly and through their respective counsel, whereby Plaintiffs requested Defendants to reopen Larson Road and to permit them to continue to use it as a private road to have ingress, egress and regress to their properties, but Defendants refused to acquiesce to Plaintiffs' position on this matter; and

WHEREAS, on December 13, 2001, Plaintiffs filed a Complaint with the Court of Common Pleas of Clearfield County, Pennsylvania, in Docket No. 01-2005-CD ("subject litigation"), wherein they asserted that they have acquired a prescriptive easement over

Larson Road, entitling them to use Larson Road as a means of ingress, egress and regress to their properties, insofar as Larson Road traversed the real estate owned by the Defendants, and as a remedy for their Complaint, Plaintiffs requested that an Order of Ejectment be entered, requiring Defendants to cease and desist from their blockage of Larson Road, that an Order be entered officially confirming and acknowledging the prescriptive easement rights of Plaintiffs to traverse Larson Road, and that the Court award them damages in trespass due to the blockage of Larson Road by Defendants and the interference with the right of ingress, egress and regress which Plaintiffs had over Larson Road, through the property of the Defendants; and

WHEREAS, Defendants filed an Answer to the Complaint of Plaintiffs in the subject litigation, denying that Plaintiffs had a prescriptive easement over Larson Road, with Defendants further asserting their entitlement to full ownership of their property to the exclusion of any rights of the Plaintiffs to traverse Defendants' property by using Larson Road; and

WHEREAS, the parties have entered into negotiations with one another, and have determined that they will resolve all matters raised in the subject litigation, with the net effect being a settlement wherein Defendants acknowledge the rights of Plaintiffs to resume the use of Larson Road through Defendants' property and acknowledge that the Plaintiffs have acquired prescriptive easement

rights through Defendants' property over the roadway known as Larson Road, in exchange for which the Plaintiffs release any and all claim for damages they have against Defendants arising out of Defendants' blockage of Larson Road; and

WHEREAS, the parties have determined that the terms and conditions of the settlement that they have agreed upon shall be set forth in the present document, and that this document shall be presented to the Court of Common Pleas of Clearfield County, Pennsylvania, for its approval and enforcement, with a copy of the Order approving the settlement to be recorded in the Clearfield County, Pennsylvania Prothonotary's office and a copy to also be recorded with the Clearfield County, Pennsylvania Recorder of Deeds;

NOW THEREFORE, in exchange of their mutual covenants and with the intention of being legally bound, the parties hereunto agree as follows:

1. Acknowledgement of Plaintiffs' Easement Rights - Defendants hereby acknowledge, for themselves, their heirs and assigns, that plaintiffs have acquired a prescriptive easement over the roadway known as Larson Road, as identified in Appendix A, attached hereto, insofar as the roadway traverses Defendants' property, with this acknowledgement extending to plaintiffs, their heirs and assigns. The precise location of Larson Road shall be as identified in Appendix A, attached hereto, and shall be for a total

width of twenty (20') feet, extending throughout the entire length of Larson Road which traverses the real estate of Defendants as identified in deed dated August 31, 2001, Instrument No. 2001-13861. It is recognized that the easement rights over Larson Road are perpetual and shall extend to Plaintiffs, their heirs and assigns, including all invitees which use Larson Road, as a means of ingress, egress or regress to the properties of the Plaintiffs.

2. Removal of Blockade - Defendants agree to take immediate steps to remove the blockade, consisting of a gate, mound of soil and stones, which they caused to be placed upon Larson Road so as to prevent the Plaintiffs from using the western portion of Larson Road. Defendants agree that the condition of Larson Road shall be restored so that it is in a condition that is at least substantially the same condition that it was in before Defendants constructed the blockade interfering with the usage of Larson Road. The removal of the blockade on Larson Road shall be accomplished as soon as reasonably possible after the execution of this agreement, but under any circumstances, no later than ten (10) days after the date of the entry of an Order approving the terms and conditions of this agreement as provided by paragraph 6 of this document.

3. Future Non-Obstruction - Defendants shall take no action in the future to interfere with the easement rights that have been acknowledged in part 1 of this agreement.

4. Maintenance of Larson Road - Notwithstanding the

provisions of part 2 of this agreement, which require the Defendants to remove the blockade of Larson Road, nothing in this agreement shall be construed to impose an affirmative maintenance obligation upon the Defendants for the usage of Larson Road insofar as it traverses their property.

5. Release of Claims - Through the signing of this agreement, the parties hereunto release one another from any and all claims arising out of or related to the matters addressed in the subject litigation. Plaintiffs acknowledge that they are releasing any claim for damages related to the trespass claim that they have raised in the subject litigation, where they requested the Court to award them damages as compensation for the added expense, inconvenience and loss of use of their properties as a result of the blockade which Defendants imposed upon Larson Road.

6. Implementation of Settlement - Upon the execution of this agreement by all parties, counsel for the parties shall present to the Court of Common Pleas of Clearfield County, Pennsylvania, a joint motion, requesting the Court to enter an Order approving this settlement. Attached hereto as Appendix B is a copy of the Order which shall be presented in the joint motion.

7. Legal Representation - The parties hereunto acknowledge that they are represented by competent legal counsel of their own choosing, with Plaintiffs represented by Dwight L. Koerber, Jr., Esquire, and Defendants represented by Brian K. Marshall, Esquire.

The parties further acknowledge that they have reviewed with their respective counsel the terms and conditions of this agreement, that they fully understand the agreement, and that they agree to comply with all terms and conditions of the agreement. The parties shall each be responsible for payment of their own legal fees, with no contribution or entitlement to request contribution from the opposing party.

8. Entire Agreement - This agreement sets forth the entire terms of the agreement between the parties. It is recognized that there are no separate oral or implied understandings between the parties, with the present agreement representing the entire scope of all terms and conditions that the parties have agreed to.

9. Effective Date of Agreement - This agreement shall be effective on the date when it is signed by all parties. The last date on which a party signs shall be the date that is inserted on page 1 of this agreement.

IN WITNESS WHEREOF, the parties hereunto have set forth their signatures below, doing so with the intention of being legally bound.

PLAINTIFFS:

Gerald L. Knepp
Gerald L. Knepp
DATE: 3-26-02

Patricia A. Knepp
Patricia A. Knepp
DATE: 3-26-02

DEFENDANTS:

Chad S. Muckey
Chad S. Muckey
DATE: 4-2-02

Sandy M. Swanson
Sandy M. Swanson
DATE: 4-2-02

William D. Holt

William D. Holt

DATE: 3/26/02

Shirren M. Holt

Shirren M. Holt

DATE: 3/26/02

Robert V. Ressler

DATE: 3-26-02

Robert V. Ressler

Linda A. Ressler, a/k/a

Linda E. Ressler

DATE: 3-26-02

Linda A. Ressler

Charles B. Jury

DATE: 3-26-02

Charles B. Jury

Janet M. Jury

DATE: 3-26-02

Janet M. Jury

Mark W. Kennedy

DATE: Mark W. Kennedy 3/26/02

Mary J. Kennedy

DATE: Mary J. Kennedy 3/26/02

Edward J. Zwolski

Edward J. Zwolski, Jr.

DATE: 3/26/02

Susan K. Zwolski

Susan K. Zwolski

DATE: 3/26/02

Terrence J. Duncan

Terrence J. Duncan

DATE: 3-26-02

Judy Lynn Duncan

Judy Lynn Duncan

DATE: 3-26-02

APPENDIX A

Attached hereto is a copy of the map showing the location of Larson Road.

APPENDIX B

Attached hereto is a copy of the proposed Order to be filed with the Joint Motion of Counsel.

FILED

APR 04 2002
0112710 cc City Kombe,
William A. Shaw
Prothonotary

cc

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

GERALD L. KNEPP and	*
PATRICIA A. KNEPP;	*
WILLIAM D. HOLT and	*
SHIRREN M. HOLT;	*
ROBERT V. RESSLER and	*
LINDA E. RESSLER;	*
CHARLES B. JURY and	*
JANET M. JURY;	*
MARK W. KENNEDY and	*
MARY J. KENNEDY;	*
EDWARD J. ZWOLSKI, JR. and	*
SUSAN K. ZWOLSKI; AND	*
TERRENCE J. DUNCAN and	*
JUDY LYNN DUNCAN,	*
Plaintiffs	*
-vs-	
CHAD S. MUCKEY and	*
SANDY M. SWANSON,	*
Defendants	*

Docket No. 01-2005-CD

O R D E R

AND NOW, this _____ day of _____, 2002, upon consideration of the Joint Motion to Approve Settlement filed by the parties, it is the ORDER AND DECREE of this Court that the _____, 2002 Settlement Agreement signed by the parties is approved, and the rights of plaintiffs of ingress, egress and regress over Larson Road are hereby recognized. The Court hereby ADOPTS AND INCORPORATES the terms of the _____, 2002 Settlement Agreement, as though set forth in full, and ORDERS the parties to comply with same.

BY THE COURT:

J.

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

GERALD L. KNEPP and *
PATRICIA A. KNEPP; *
WILLIAM D. HOLT and *
SHIRREN M. HOLT; *
ROBERT V. RESSLER and *
LINDA E. RESSLER; *
CHARLES B. JURY and *
JANET M. JURY; *
MARK W. KENNEDY and *
MARY J. KENNEDY; *
EDWARD J. ZWOLSKI, JR. and *
SUSAN K. ZWOLSKI; AND *
TERRENCE J. DUNCAN and *
JUDY LYNN DUNCAN,
Plaintiffs *

-vs-

CHAD S. MUCKEY and *
SANDY M. SWANSON,
Defendants *

Docket No. 01-2005-CD

O R D E R

AND NOW, this 5 day of April, 2002, upon
consideration of the Joint Motion to Approve Settlement filed by
the parties, it is the ORDER AND DECREE of this Court that the
April 2, 2002 Settlement Agreement signed by the parties is
approved, and the rights of plaintiffs of ingress, egress and
regress over Larson Road are hereby recognized. The Court hereby
ADOPTS AND INCORPORATES the terms of the April 2, 2002 Settlement
Agreement, as though set forth in full, and ORDERS the parties to
comply with same.

BY THE COURT:


J.

FILED

APR 05 2002

William A. Shaw
Prothonotary

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Atty Koerber

William A. Shaw
Prothonotary



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

GERALD L. KNEPP and	*	Docket No. 01-2005-CD
PATRICIA A. KNEPP;	*	
WILLIAM D. HOLT and	*	
SHIRREN M. HOLT:	*	
ROBERT V. RESSLER and	*	Type of Pleading:
LINDA E. RESSLER;	*	CERTIFICATE OF SERVICE
CHARLES B. JURY and	*	
JANET M. JURY;	*	
MARK W. KENNEDY and	*	Filed on Behalf of:
MARY J. KENNEDY;	*	PLAINTIFFS
EDWARD J. ZWOLSKI, JR. and	*	
SUSAN K. ZWOLSKI; and	*	
TERRENCE J. DUNCAN and	*	Counsel of Record for this Party:
JUDY LYNN DUNCAN,	*	Dwight L. Koerber, Jr., Esquire
Plaintiffs	*	PA I.D. No. 16332
 -vs-	*	110 North Second Street
 CHAD S. MUCKEY and	*	P. O. Box 1320
SANDY M. SWANSON,	*	Clearfield, PA 16830
Defendants	*	(814) 765-9611

FILED

APR 08 2002

William A. Shaw
Prothonotary

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

GERALD L. KNEPP, et al.
Plaintiffs

*

-vs-

Docket No. 01-2005-CD

CHAD S. MUCKEY and
SANDY M. SWANSON,
Defendants

*

*

CERTIFICATE OF SERVICE

This is to certify that on the 5th day of April, 2002, the undersigned served two certified copies of the Order and Joint Motion to Approve Settlement in the above captioned matter upon counsel for Defendants. Such documents were served via United States First Class Mail upon the following:

Brian K. Marshall, Esquire
211 North Second Street
Clearfield, PA 16830


Dwight D. Koerber, Jr., Esquire
Attorney for PLAINTIFFS

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

GERALD L. KNEPP, et al.
Plaintiffs

-vs-

CHAD S. MUCKEY and
SANDY M. SWANSON,
Defendants

CERTIFICATE OF SERVICE
Docket No. 01-2005-CD

013-00-
ATR 08 2002

William A. Shaw
Prothonotary

1CC
CJ
RJ

Law Office

DWIGHT L. KOERBER, JR.
ATTORNEY-AT-LAW
110 NORTH SECOND STREET
P. O. BOX 1320
CLEARFIELD, PENNSYLVANIA 16830