

02-45-03
P. JOSEPH VALIGORSKY, II -vs- KATRINA CHRISTIAN et al

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

: No. 02 - 45 C.D.
:
: TYPE OF CASE: IN EQUITY
:
: TYPE OF PLEADING: COMPLAINT
: TO PARTITION REAL PROPERTY
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS PARTY:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
:
: (814) 371-5800

FILED

JAN 09 2002

William A. Shaw
Prothonotary

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

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: No. 02 - _____ C.D.
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KATRINA CHRISTIAN; JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

:
: IN EQUITY
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:
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NOTICE

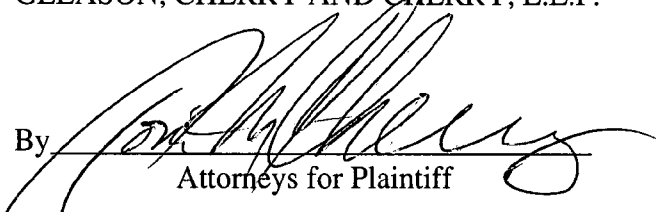
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses 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 claims 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
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 88-89

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff

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

P. JOSEPH VALIGORSKY, II,	:	
Plaintiff	:	
	:	
vs.	:	No. 02 - _____ C.D.
	:	
KATRINA CHRISTIAN; JOEL W.	:	IN EQUITY
THOMAS, SR., and SANDRA D.	:	
THOMAS, husband and wife,	:	
Defendants	:	

COMPLAINT IN EQUITY - PARTITION

AND NOW, comes the Plaintiff, P. JOSEPH VALIGORSKY, II, by and through his attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and brings the following Complaint on causes of action whereof the following is a statement:

1. Plaintiff, P. JOSEPH VALIGORSKY, II, is an adult individual who resides at 902 Chestnut Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, KATRINA CHRISTIAN, is an adult individual who resides at 865 Arlington Avenue West, St. Paul, Minnesota 55117-3311.
3. That Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, are husband and wife, who reside at 350 South Eighth Street, DuBois, Clearfield County, Pennsylvania 15801.

**COUNT I - P. JOSEPH VALIGORSKY, II vs. JOEL W. THOMAS, SR.,
and SANDRA D. THOMAS, husband and wife**

**Premises known as Lots 2, 4 and 82, Section 1, of the
Meadowbrook Estates Subdivision**

4. Plaintiff incorporates herein by reference the averments contained in Paragraphs 1 through 3 inclusive of this Complaint as if the same were set forth at length herein.

5. Plaintiff and Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, are the owners of certain real estate situate in Sandy Township, Clearfield County, Pennsylvania, as described below, and Plaintiff holds a one-half interest in the property as a Tenant in Common and Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, hold the remaining one-half interest in the property as Tenants by the Entireties but are Tenants in Common with Plaintiff and said interests are undivided.

6. That the property is described as ALL those certain pieces, parcels or tracts of land situated in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows:

BEING Lots 2, 4, and 82, Section 1, of the Meadowbrook Estates Subdivision of record in the Office of the Recorder of Clearfield County, Pennsylvania, in Deeds & Records Book 1846, page 608-609, as part of a prior deed of conveyance.

7. That Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, took title to an undivided one-half interest in the above-described premises by deed of Katrina Christian, dated October 24, 2000, and recorded in the Offices of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015970, recorded on October 25, 2000.

8. The said KATRINA CHRISTIAN received title to the premises she conveyed to Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, as part of a larger parcel

of ground conveyed by deed from Alexander R. Van Tassel, et ux., to Alice H. Corle and Katrina Christian, dated January 13, 2000, and recorded in the Offices of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200001093, on January 24, 2000.

9. The Plaintiff, P. JOSEPH VALIGORSKY, II, acquired title to an undivided 50% interest in the above-described lots as part of a larger parcel of ground conveyed to him by Alice H. Corle dated October 4, 2000, and recorded in the Offices of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015304 on October 12, 2000, wherein the said P. JOSEPH VALIGORSKY, II, received all of the interest of the said Alice H. Corle in the lands conveyed by deed of Alexander R. Van Tassel, et ux., to Alice H. Corle and Katrina Christian, dated January 13, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200001093 on January 24, 2000.

10. No person other than the parties to this suit has any interest in the said property, which is presently in the possession of the Defendants.

11. No partition or division of the above-described property has ever been made.

WHEREFORE, Plaintiff demands that:

- (a) the Court decree partition of the real estate;
- (b) the share or shares to which the respective parties are entitled be set out to them in severalty and that all proper and necessary conveyances and assurances be executed for carrying said partition into effect; and that, if the said real estate cannot be divided without

prejudice to or spoiling the whole, such proper and necessary sale or sales of the same may be made by such persons and in such manner as the Court may direct; and

(c) such other and further relief be granted as the Court deems just and proper.

COUNT II - P. JOSEPH VALIGORSKY, II vs. KATRINA CHRISTIAN

**Premises described as 70.25 acres situate in Sandy Township
and the City of DuBois, Clearfield County, Pennsylvania**

12. Plaintiff incorporates herein by reference the averments contained in Paragraphs 1 and 2 of this Complaint as if the same were set forth at length herein.

13. Defendant, KATRINA CHRISTIAN, acquired her undivided 50% interest in and to the property described herein by deed of Alexander R. Van Tassel and Eleanor C. Van Tassel, husband and wife, to Alice H. Corle and Katrina Christian, dated January 13, 2000, and recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200001093, on January 24, 2000.

14. The said Plaintiff, P. JOSEPH VALIGORSKY, II, acquired his undivided 50% interest in the premises described herein by deed of Alice H. Corle, dated October 4, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015304 on October 12, 2000.

15. The premises is described as ALL that certain piece, parcel or tract of land lying and being situate in Sandy Township and the City of DuBois, but assessed for taxing purposes solely in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a one inch iron pipe set by this survey, said iron pipe being South $10^{\circ} 47'$ West 166.00 feet from a point on the southerly line of Hillcrest Avenue (unopened) said point also being the southwest corner of Lot 620 of the Van Tassel Plan of Lots and the northwest corner of the herein described parcel; thence, South $79^{\circ} 45'$ East along the southerly line of Lots 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, and 631 of the Van Tassel Plan of Lots, along the southern terminus of Sixth Street (unopened), and along the southern edge of an unopened 16-foot alley a distance of 1,375.43 feet to a one inch iron pipe set by this survey, said iron pipe being the northwest corner of lands now or formerly of John and Cecelia Davis (Deed Book 806, Page 258); thence, South $10^{\circ} 07'$ West along said lands of John and Cecelia Davis a distance of 140.00 feet to a one inch iron pipe set by this survey, said iron pipe being the southwest corner of said lands of Davis; thence, South $79^{\circ} 45'$ East along said lands of John and Cecelia Davis, along lands now or formerly of Joel and Sandra Thomas (Deed Book 1732, Page 294 and Deed Book 1714, Page 460), and through the western right-of-way for Township Road T-385 (Van Tassel Road) a distance of 446.58 feet to a P.K. nail set by this survey in the centerline for said T-385, said P.K. nail being the northeast corner of the herein described parcel; thence, South $10^{\circ} 22'$ West along the centerline for T-385 a distance of 970.17 feet to a P.K. nail set by this survey, said P.K. nail being the PC of a curve to the left; thence, along the centerline for T-385 by a curve to the left, said curve having a radius of 186.99 feet and an arc length of 142.62 feet, said arc having a chord bearing of South $11^{\circ} 29'$ East and a chord distance of 139.19 feet to a P.K. nail set by this survey, said P.K. nail being the PT of said curve; thence, South $33^{\circ} 20'$ East along the centerline for T-385 a distance of 176.94 feet to an existing P.K. nail, said P.K. nail being the north corner of lands now or formerly of George M. Fatula, et al. (Deed Book 1297, Page 451); thence South $57^{\circ} 02'$ West through the western right-of-way for T-385 and along lands now or formerly of George M. Fatula, et al., a distance of 276.82 feet to an existing iron pipe; thence, South $37^{\circ} 01'$ West along lands now or formerly of George M. Fatula, et al., a distance of 227.02 feet to an existing iron pipe, said iron pipe being the southwest corner of said lands of Fatula and the southeast corner of the herein described parcel; thence, North $80^{\circ} 05'$ West along lands now or formerly of Jeffrey Rice, lands now or formerly of Gilbert and Joan Barker, and lands now or formerly of Jane Wegner a distance of 810.88 feet to a one inch iron pipe set by this survey, said iron pipe being the northwest corner of said lands of Jane Wegner and the northeast corner of lands now or formerly of Reuben and Virginia Salada; thence, North $89^{\circ} 57'$ West along lands now or formerly of Reuben and Virginia Salada a distance of 785.49 feet to an existing iron pipe, said iron pipe being the southeast corner of lands now

or formerly of Colson Blakeslee and the southwest corner of the herein described parcel; thence, North 10° 38' East along lands now or formerly of Colson Blakeslee a distance of 283.12 feet to an existing iron pipe; thence, North 09° 54' East along lands now or formerly of Colson Blakeslee a distance of 429.40 feet to an existing iron pipe; thence, North 10° 27' East along lands now or formerly of Colson Blakeslee a distance of 604.4 feet to an existing iron pipe; thence, North 10° 16' East along lands now or formerly of Colson Blakeslee a distance of 249.32 feet to an existing iron pipe, said iron pipe being the northeast corner of said lands of Blakeslee; thence, North 79° 13' West along lands now or formerly of Colson Blakeslee a distance of 110.70 feet to an existing iron pipe; thence, North 10° 47' East along lands now or formerly of U.S. Army Reserve Center a distance of 336.20 feet to a one inch iron pipe set by this survey, the point of beginning.

CONTAINING 70.25 acres.

BEING subject to the western right-of-way for Township Road T-385, an 8-inch sanitary sewer line, and any utility easements which may be of record.

16. The said Defendant, KATRINA CHRISTIAN, subsequently conveyed her interest in a portion of the above-described premises, known as Lots 2, 4 and 82, Section 1, of the Meadowbrook Estates Subdivision of record in the Office of the Recorder of Clearfield County, Pennsylvania, in Deeds and Records Book 1846, page 608-609, to Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS and, as a result, they are named as Defendants herein and the partition of those lots is requested herein by Count I of this Complaint.

17. No person other than the parties to this suit has any interest in said property, which is presently in the possession of Plaintiff.

18. No partition or division of the above-described property has ever been made accepting the conveyance by Defendant, KATRINA CHRISTIAN, of her interest in Lots 2, 4

and 82, Section 1, of the Meadowbrook Estates Subdivision to Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, Defendants herein.

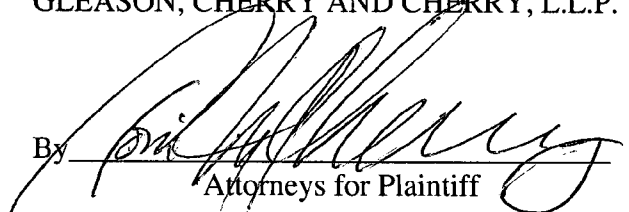
WHEREFORE, Plaintiff demands that:

- (a) the Court decree partition of the real estate;
- (b) the share or shares to which the respective parties are entitled be set out to them in severalty and that all proper and necessary conveyances and assurances be executed for carrying such partition into effect; and that, if the said real estate cannot be divided without prejudice to or spoiling the whole, such proper and necessary sale or sales of the same may be made by such persons and in such a manner as the Court may direct; and
- (c) such other and further relief be granted as the Court deems just and proper.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

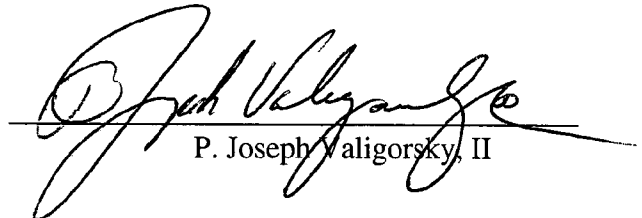
By

A handwritten signature in dark ink, appearing to be "Eric A. Cherry", is written over a horizontal line. Below the line, the text "Attorneys for Plaintiff" is printed.


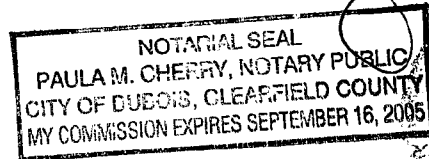
Attorneys for Plaintiff

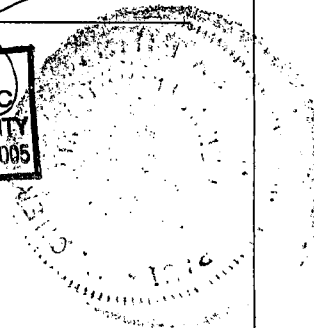
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, a Notary Public in and for the County and State
aforesaid, P. JOSEPH VALIGORSKY, II, who, being duly sworn according to law, deposes
and says that the facts contained in the foregoing Complaint are true and correct to the best of
his knowledge, information and belief.


P. Joseph Valigorsky, II

Sworn to and subscribed before me this 4th day of January, 2002.



FILED

JAN 09 2002

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William A. Shaw
Prothonotary Chery

pd
\$ 80.00

\$cc atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA	
CIVIL DIVISION	
P. JOSEPH VALIGORSKY, II, Plaintiff	
vs.	
KATRINA CHRISTIAN; JOEL W. THOMAS, SR., and SANDRA D. THOMAS, husband and wife, Defendants	
COMPLAINT IN EQUITY - PARTITION	
To The Within Defendants: YOU ARE HEREBY NOTIFIED TO PLEAD TO THE WITHIN COMPLAINT WITHIN TWENTY (20) DAYS FROM THE DATE OF SERVICE HEREOF. GLEASON, CHERRY AND CHERRY, L.L.P. By <u>[Signature]</u> Attorneys for Plaintiff	
LAW OFFICES GLEASON, CHERRY & CHERRY, L.L.P. P. O. Box 505 DuBois, PENNSYLVANIA 15801-0505 ONE NORTH FRANKLIN STREET	

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

NO. 02-45-C.D.

Type of Case: Partition

Type of Pleading: Answer, New
Matter and Counterclaims

Filed on behalf of: Defendants,
Joel W. Thomas, Sr. and Sandra D. Thomas
Counsel of Record for this Party:
David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801
(814) 371-3760

Supreme Court No. 22980

FILED

MAR 07 2002

011015012 cc atty
William A. Shaw
Prothonetary King

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

P. JOSEPH VALIGORSKY, II,	:	
Plaintiff	:	
	:	
vs.	:	NO. 02-45-C.D.
	:	
KATRINA CHRISTIAN; JOEL W.	:	
THOMAS, SR. and SANDRA D.	:	
THOMAS, husband and wife,	:	
Defendants	:	

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 pleading 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 pleading or for any other claim or relief requested by the defendants. You may lose money or property or other rights important to you.

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Court Administrator
Clearfield County Courthouse
1 North Second Street
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(814) 765-2641 Ext. 50-51

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

P. JOSEPH VALIGORSKY, II,	:	
Plaintiff	:	
	:	
vs.	:	NO. 02-45 C.D.
	:	
KATRINA CHRISTIAN; JOEL W.	:	
THOMAS, SR. and SANDRA D.	:	
THOMAS, husband and wife,	:	
Defendants	:	

ANSWER

AND NOW, come JOEL W. THOMAS, SR. and SANDRA D. THOMAS, through their Attorney, David P. King, and in response to Plaintiff's Complaint respond as follows:

1. Admitted.
2. Admitted.
3. Admitted.

COUNT I - VALIGORSKY vs. THOMAS

4. Defendants THOMAS respond in the same manner as set forth in Paragraphs 1 through 3 above.

5. The averments in Plaintiff's Paragraph 5 are admitted in part and denied in part. Defendants, JOEL W. THOMAS, SR. and SANDRA D. THOMAS, are the legal owners of a one half interest in the subject matter premises known as Lots 2, 4 and 82, Section 1, of the Meadowbrook Estates Subdivision. The Defendants, THOMAS, also aver that they are the equitable owners of the other one half interest purported and averred by the Plaintiff to be owned by him. Thus, Defendants, THOMAS, deny that the Plaintiff is the legal owner of the other one half interest for

the reasons as are more fully set forth in the New Matter and Counterclaims herein contained.

6. The legal description as averred in Plaintiff's Paragraph 6 is correct as described, however, denied if in anyway the same infers that the Plaintiff is entitled to any relief in this action for the reasons as are more fully set forth hereafter.

7. It is admitted that the Defendants, THOMAS, took record title to an individed one half interest from Katrina Christian as averred.

8. The recitation as averred in Plaintiff's Paragraph 8 is admitted as to the source of title of the Defendants' predecessor in title.

9. It is specifically denied that the Plaintiff has acquired valid and legal title to the undivided 50% interest of Alice H. Corle, although a Deed of record appears as averred, and this denial is based on the reasons as are more fully set forth in the New Matter and Counterclaims hereafter.

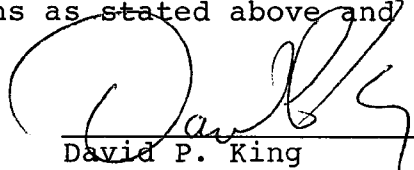
10. It is admitted that no other person has any interest in the three lots above described other than the Defendants, THOMAS, and further averred that Plaintiff has no legal right or interest therein, notwithstanding Plaintiff's allegations.

11. It is admitted that there has been no partition or division of the subject matter three lots, and for the reasons as set forth above as well as hereafter, the Defendants demand that:

- (a) The Court deny partition of the three subject matter lots owned by the Defendants, THOMAS, and as described above;
- (b) For the same said reasons, that there should be no severance of the subject matter premises, nor sale, and that partition be denied; and
- (c) For all of the reasons as set forth above and hereafter, that the Court grant the relief which is sought in Defendants' Counterclaims hereafter.

COUNT II - VALIGORSKY vs. CHRISTIAN

The Defendants, THOMAS, are not required to respond to Paragraphs 12 through 18 of the Complaint, except as to reiterate that Plaintiff should be denied any relief against the Defendants, THOMAS, for the reasons as stated above and hereafter.



David P. King
Attorney for Defendants,
Joel W. Thomas, Sr. and
Sandra D. Thomas

NEW MATTER

AND NOW, come the Defendants, THOMAS, and raise the following issues as New Matter:

19. The partition of the subject matter lots sought by the Plaintiff against the Defendants, THOMAS, is equitable in nature.

20. The Plaintiff comes before your Honorable Court without clean hands.

21. More particularly, the Plaintiff at the time he purchased a one half interest in the subject matter three lots

owned by Alice H. Corle, he was aware directly, and/or through his agent, that there already existed an Agreement between Alice Corle and Katrina Christian, and THOMAS, for the sale and purchase of the subject matter lots, a copy of that Agreement of Sale signed by all such parties attached hereto and marked as Exhibit "A-1 through 5".

22. In addition, at the time the Plaintiff purportedly purchased the one half interest of Alice H. Corle to the subject matter lots, Plaintiff and/or his agent knew that there also existed a signed Deed from Corle and Christian to THOMAS, a copy of this being attached hereto and marked as Exhibit "B-1 through 4".

23. However, the said Alice H. Corle, shortly thereafter, by letter directed to Attorney Ervin Fennell, Jr., contrary to the Agreement of Sale above referenced, insisted that the Deed be voided for reasons outside of and having nothing to do with the contract to sell the lots to THOMAS. A copy of this letter is attached hereto and marked as Exhibit "C".

24. Further, on October 19, 2000, Alice H. Corle again wrote to Attorney Ervin Fennell, Jr., and insisted that the Deed that she had signed in accordance with the Agreement with THOMAS be returned to her. A copy of this letter is enclosed and marked as Exhibit "D".

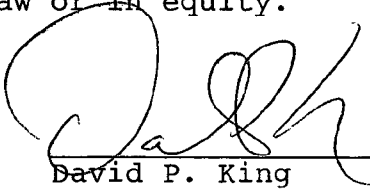
25. Thereafter, as averred in the Plaintiff's Complaint, Alice H. Corle conveyed her one half interest in the subject matter three lots to the Plaintiff by Deed dated October 4, 2000, and as is referred to in Plaintiff's Paragraph 9 of the Complaint.

26. Defendants, THOMAS, aver that Alice H. Corle knew full well that she was in breach of contract for not selling the lots to THOMAS by such actions!

27. It is further averred and believed by the Defendants, THOMAS, that the Plaintiff and his agent requested, directed and assisted and advised Alice H. Corle in writing said letters to Attorney Fennell's office, knowing full well of the Agreement and Deed entitling THOMAS to legal title in the one half interest of Alice H. Corle.

28. It is further averred and believed by the Defendants, THOMAS, that not only was Alice H. Corle in breach of contract for the reasons as aforesaid, but that the Plaintiff through his agent promoted, orchestrated, encouraged and intentionally induced Alice H. Corle not to fulfill her contract with the Defendants, THOMAS, regarding her one half interest.

29. For all of such reasons, the Plaintiff is not a bona fide purchaser for value of the one half interest of Alice H. Corle, and because of the same, the Plaintiff is not entitled to partition or any other relief in law or in equity.



David P. King
Attorney for Defendants,
Joel W. Thomas, Sr. and
Sandra D. Thomas

COUNTERCLAIM I - SPECIFIC PERFORMANCE

30. The Defendants, THOMAS, hereby incorporate all of the averments in their Answer and New Matter as set forth above as if fully set forth in this paragraph as an allegation.

31. Defendants, THOMAS, therefore believe that they are entitled to legal title to the undivided half interest of Alice H. Corle, and therefore they pray your Honorable Court as follows:

For specific performance in the nature of the appropriate Order of Court ordering the Plaintiff, P. JOSEPH VALIGORSKY, II, to convey record title of the undivided one half interest in the three lots to the Defendants, THOMAS.

And they will so ever pray.

COUNTERCLAIM II - DAMAGES

32. The averments contained in Defendants' Answer, New Matter and Counterclaim I - Specific Performance above are hereby incorporated by reference as if the same was fully stated herein.

33. The Plaintiff has engaged in a tortuous interference with an existing contract, and has tortuously induced the breach of such contract.

WHEREFORE, Defendants, THOMAS, pray your Honorable Court to award damages unto them as well as Attorney's fees and costs consisting of the following:

(a) Compensatory damages for any and all out of pocket expenses incurred or which will be incurred as a result of this lawsuit;

(b) Punitive damages in an amount in excess of Twenty Thousand (\$20,000.00) Dollars, and as to be determined by the Court;

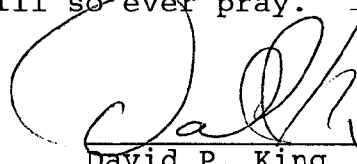
(c) Attorney's fees and costs, as incurred by the Defendants, THOMAS, all of which should be the responsibility of the Plaintiff.

COUNTERCLAIM III - INJUNCTION

34. The allegations in the Answer, New Matter, as well as Counterclaims I and II above are herein incorporated by reference as if fully stated as an allegation herein.

35. Defendants, THOMAS, believe that for all of the reasons as set forth, the Plaintiff is not entitled to partition of the subject matter three lots owned by the Defendants, THOMAS.

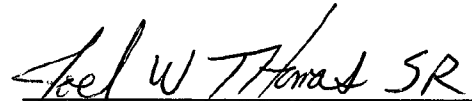
WHEREFORE, Defendants, THOMAS, request your Honorable Court to enter an appropriate Order enjoining the Plaintiff from proceeding with a partition as to said three lots, or otherwise dismissing the Complaint against the Defendants, THOMAS, with any and all other relief as may be appropriate and concurrent therewith, and they will so ever pray.




David P. King
Attorney for Defendants,
Joel W. Thomas, Sr. and
Sandra D. Thomas

We verify that the statements made in this Answer,
New Matter and Counterclaims are true and correct. We understand
that false statements herein are made subject to the penalties
of 18 Pa.C.S. §4904, relating to unsworn falsification to
authorities.

Date: March 5, 2002


Joel W. Thomas, Sr.


Sandra D. Thomas

COPY

AGREEMENT OF SALE

THIS AGREEMENT made as of the 7th day of August, 2000, by and between **ALICE H. CORLE**, widow, of Beaufort, South Carolina, and **KATRINA CHRISTIAN**, single, of St. Paul, Minnesota, herein called "**Sellers**"

AND

JOEL W. THOMAS, SR., and SANDRA D. THOMAS, husband and wife, of Sandy Township, Clearfield County, Pennsylvania, herein called "**Buyers**"

Sellers and Buyers, intending to be legally bound hereby, agree as follows:

1. **PREMISES** -- Sellers agree to sell and Buyers agree to purchase the premises situated in Sandy Township, Clearfield County, Pennsylvania, designated as Lots 2, 4, and 82, Section 1, of the Meadowbrook Estates Subdivision, being a portion of the premises described in the deed from Alexander R. Van Tassel, et ux, to Alice H. Corle and Katrina Christian, dated January 13, 2000, recorded January 24, 2000, to Clearfield County Instrument No. 200001093. Also being the same premises which are excepted and reserved from the proposed sale of land between Sellers and Joseph P. Valigorsky. A map or plat of the Meadowbrook Estates Subdivision is found of record in the Office of the Recorder of Clearfield County, Pennsylvania, and is incorporated herein by reference.

2. **PRICE AND TERMS OF PAYMENT** -- Selling price for the said premises shall be the sum of One Hundred Fifty (\$150.00) Dollars per lot or a total purchase price of Four Hundred Fifty (\$450.00) Dollars, payable at closing.

3. **CLOSING DATE** -- The date of closing shall be within such reasonable time as may be convenient to all parties.

4. **DEED** -- Sellers agree to execute and deliver a special warranty deed, conveying good and marketable title to the subject premises, free from all liens or encumbrances of any nature. In the event of any title objections, Sellers shall have a reasonable time within which to cure the same.

5. **REAL PROPERTY TAXES** -- It is the understanding of the parties that the real property taxes are currently paid to date. Beginning with the date of closing, Buyers shall be responsible for the payment of all real estate taxes separately assessed to the subject premises.

6. **REALTY TRANSFER TAXES** -- Buyers agree to be responsible for payment of all realty transfer taxes based upon the consideration recited herein.

7. *EXPENSES OF SALE* -- Buyers shall be responsible for all reasonable closing costs.

8. *CONDITION OF PROPERTY* -- Buyers have made a visual inspection of the premises. Sellers and Buyers agree that the property shall be sold in the same condition that the premises were in at the time of the signing of this agreement and Buyers acknowledges that they are relying upon their own information and investigation of the said premises and that there are no express or implied representations by the Sellers concerning said property.

9. *HAZARDOUS WASTE* -- Sellers herein state that the hereinabove described property is not presently being used for disposal of hazardous waste nor to the best of their knowledge, information and belief has it ever been used for the disposal of hazardous waste. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405.

10. *TIME OF ESSENCE* -- Time is expressly declared to be of the essence of this Agreement.

11. *PENNSYLVANIA LAW TO APPLY* -- This Agreement and all provisions shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to legally bound hereby, have hereunto set their hands and seals the day and year first above written.

Alice H. Corle (SEAL)
Alice H. Corle, Seller

____ (SEAL)
Katrina Christian, Seller

Vicki M. Young
GAP 4/24/05

Joel W Thomas SR (SEAL)
Joel W. Thomas, Sr., Buyer

Sandra D. Thomas (SEAL)
Sandra D. Thomas, Buyer

7. *EXPENSES OF SALE* -- Buyers shall be responsible for all reasonable closing costs.

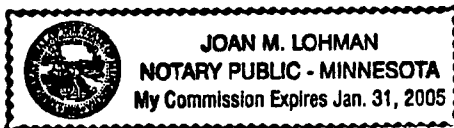
8. *CONDITION OF PROPERTY* -- Buyers have made a visual inspection of the premises. Sellers and Buyers agree that the property shall be sold in the same condition that the premises were in at the time of the signing of this agreement and Buyers acknowledges that they are relying upon their own information and investigation of the said premises and that there are no express or implied representations by the Sellers concerning said property.

9. *HAZARDOUS WASTE* -- Sellers herein state that the hereinabove described property is not presently being used for disposal of hazardous waste nor to the best of their knowledge, information and belief has it ever been used for the disposal of hazardous waste. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405.

10. *TIME OF ESSENCE* -- Time is expressly declared to be of the essence of this Agreement.

11. *PENNSYLVANIA LAW TO APPLY* -- This Agreement and all provisions shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to legally bound hereby, have hereunto set their hands and seals the day and year first above written.



Joan M. Lohman
Anoka

_____(SEAL)
Alice H. Corle, Seller

Katrina Christian (SEAL)
Katrina Christian, Seller

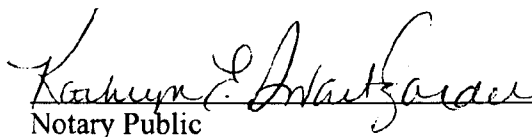
Joel W Thomas Sr (SEAL)
Joel W. Thomas, Sr., Buyer

Sandra D. Thomas (SEAL)
Sandra D. Thomas, Buyer

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

On this, the 7th day of August, 2000, before me, the undersigned officer, personally appeared JOEL W. THOMAS, SR., and SANDRA D. THOMAS, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public

Notarial Seal
Kathryn E. Swartzlander, Notary Public
DuBois, Clearfield County
My Commission Expires Aug. 29, 2000
Member, Pennsylvania Association of Notaries

COPY

County Parcel No. _____

DEED

MADE the _____ day of August, 2000, between **ALICE H. CORLE**, widow, of Beaufort, South Carolina, and **KATRINA CHRISTIAN**, single, of St. Paul, Minnesota, hereinafter called the **Grantors**

AND

JOEL W. THOMAS, SR., and SANDRA D. THOMAS, husband and wife, of Sandy Township, Clearfield County, Pennsylvania, hereinafter called the **Grantees**

WITNESSETH:

That in consideration of the sum of Four Hundred Fifty (\$450.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, as tenants by the entireties:

ALL those certain pieces, parcels or tracts of land situated in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEING Lots 2, 4, and 82, Section 1, of the Meadowbrook Estates Subdivision of record in the Office of the Recorder of Clearfield County, Pennsylvania, at

A more accurate description for the said premises herein conveyed is found on Exhibit "A" attached hereto and made a part hereof.

BEING being a portion of the premises described in the deed from Alexander R. Van Tassel, et ux, to Alice H. Corle and Katrina Christian, dated January 13, 2000, recorded January 24, 2000, to Clearfield County Instrument No. 200001093.

Exhibit "B-1"

Grantors herein state that the hereinabove described property is not presently being used for disposal of hazardous waste nor to the best of their knowledge, information and belief has it ever been used for the disposal of hazardous waste. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405.

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.)

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

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

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



Joan M Lohman
Anoka

Alice H. Corle (SEAL)
Alice H. Corle

Katrina Christian (SEAL)
Katrina Christian

Certificate of Residence

I hereby certify, that the precise residence of the grantee herein is as follows:
350 South Eighth Street, DuBois, Pennsylvania, 15801.

Attorney or Agent for Grantee

NO TITLE SEARCH WAS CONDUCTED IN
CONNECTION WITH THE PREPARATION,
EXECUTION OR RECORDING OF THIS DEED.

STATE OF SOUTH CAROLINA :
COUNTY OF Beaufort : SS

On this, the 31st day of August, 2000, before me, the undersigned officer, personally appeared ALICE H. CORLE, widow, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

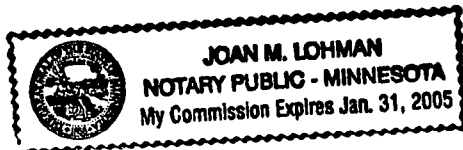
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Vicki M. Young
Commission expires 4/24/05
Vicki M. Young

STATE OF MINNESOTA :
COUNTY OF Ramsey : SS

On this, the Aug. 25th day of August, 2000, before me, the undersigned officer, personally appeared KATRINA CHRISTIAN, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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



Joan M. Lohman
Commission expires Jan 31 2005
Anoka

COPY

Alice Corle
1505 Aster Street
Beaufort, South Carolina 29902
(843) 522-0718

September 6, 2000

Ervin Fennell, Jr.
228 Deposit Bank Building
P.O. Box 606
DuBoise, PA 15801 - 0606

Dear Mr. Fennell,

In good faith I, Alice H. Corle, have signed the enclosed Deed for *Lots 2, 4, and 82, Section 1, of the Meadowbrook Estates Subdivision of record in the Office of the Recorder of Clearfield County, Pennsylvania.*

In order to protect myself I must insist that this Deed be **VOID** if my sister *Katrina Christian* of St. Paul, Minnesota does not sign the Deed for the remaining 70 acres. The enclosed Deed is NOT to be recorded until a check is in my possession for the remaining 70 acres.

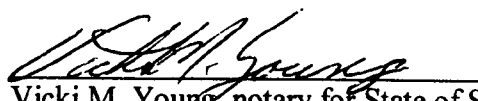
All transactions for the enclosed Deed are **VOID** after September 30, 2000.

Sincerely,



Alice H. Corle

Cc: Katrina Christian
Nancy Moore
Joel W. Thomas, Sr.



Vicki M. Young, notary for State of South Carolina, County of Beaufort.
My commission expires April 24, 2005.

Exhibit "C"

COPY

Alice Corle
1505 Aster Street
Beaufort, South Carolina 29902
(843) 522-0718

October 19, 2000

Ervin Fennell, Jr.
228 Deposit Bank Building
P.O. Box 606
DuBoise, PA 15801-0606

Dear Mr. Fennell,

As per my letter of September 6, 2000, I in good faith sent a signed Deed for *Lots 2, 4, and 82, Section 1, of the Meadowbrook Estates Subdivision of record in the Office of the Recorder of Clearfield County, Pennsylvania.*

I am truly sorry that the above Deed could not be executed as per my instructions in my letter of September 6, 2000. I would have preferred that my sister would have signed the other Deed for the remaining 70 acres. Had that happened I would not be requesting the return of the Deed.

Thanking you in advance for your quick response.

Sincerely,

Alice H. Corle

Alice H. Corle.

Cc: Nancy Moore

Vicki M. Young
VICKI M. Young
exp 4/24/05

Exhibit "D"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11959

VALIGORSKY, P. JOSEPH II

02-45-CD

VS.

CHRISTIAN, KATRINA; THOMAS, JOEL W. SR. & SANDRA D.

COMPLAINT IN EQUITY-PARTITION

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

25th Day Of *March* 2002
Jacqueline Kendrick
Deputy Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

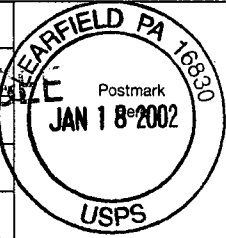
Chester A. Hawkins
by Myself
Chester A. Hawkins
Sheriff

FILED

MAR 25 2002
01930 am
William A. Shaw
Prothonotary

7000 0600 0022 9001 8089

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To:	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.60
Name (Please Print Clearly) (to be completed by mailer)	
KATRINA CHRISTIAN	
Street, Apt. No., or PO Box No.	
865 Arlington Ave. West	
City, State, ZIP+4	
St. Paul, Minnesota 55117-3311	
PS Form 3800, July 1999	
See Reverse for Instructions	



Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

KATRINA CHRISTIAN
865 Arlington Ave. West
St. Paul, Minnesota 55117-3311

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Katrina Christian

C. Signature

Katrina Christian☐ Agent☒ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

JAN
25
2002
ST. PAUL

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

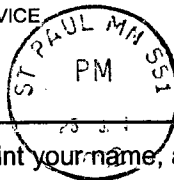
4. Restricted Delivery? (Extra Fee)

☒ Yes

2. Article Number (Copy from service label)

7000 0600 0022 9001 8089

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS
Sheriff of Clearfield County
1 N..2nd St. Suite 116
Clearfield, Pa. 16830

11959



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11959

VALIGORSKY, P. JOSEPH II

02-45-CD

VS.

CHRISTIAN, KATRINA; THOMAS, JOEL W. SR. & SANDRA D.

COMPLAINT IN EQUITY-PARTITION

SHERIFF RETURNS

NOW JANUARY 14, 2002 AT 3:15 PM DST SERVED THE WITHIN COMPLAINT
IN EQUITY-PARTITION ON SANDRA D. THOMAS, DEFENDANT AT RESIDENCE,
350 SOUTH 8TH ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO SANDRA THOMAS A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT IN EQUITY-PARTITION AND MADE KNOWN TO HER
THE CONTENTS THEREOF.
SERVED BY: COUDRIET

NOW JANUARY 14, 2002 AT 3:15 PM DST SERVED THE WITHIN COMPLAINT
IN EQUITY-PARTITION ON JOEL W. THOMAS SR., DEFENDANT AT RESIDENCE,
350 SOUTH 8TH ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO SANDRA THOMAS, WIFE A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT IN EQUITY-PARTITION AND MADE KNOWN TO HER THE
CONTENTS THEREOF.
SERVED BY: COUDIET

NOW JANUARY 25, 2002 SERVED THE WITHIN COMPLAINT IN EQUITY-PARTITION
ON KATRINA CHRISTIAN, DEFENDANT BY CERT.MAI# 7000 0600 0022 9001 8089
AT 865 ARLINGTON AVE. WEST, ST. PAUL, MINNESOTA 55117-3311 BEING
HER LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND
MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT. LETTER WAS SENT
MARKED "ADDRESSEE ONLY".

Return Costs

Cost	Description
50.29	SHFF. HAWKINS PAID BY: ATTY.
30.00	SURCHARGE PAID BY: ATTY.

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

NO. 02-45 C.D.

Type of Case: In Equity

Type of Pleading: Answer

Filed on behalf of: Defendant,
Katrina Christian
Counsel of Record for this Party:
David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801
(814) 371-3760

Supreme Court No. 22980

FILED

MAY 24 2002

0/3:15/14

William A. Shaw
Prothonotary

1 CENT TO ATT

[Handwritten signature]

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

P. JOSEPH VALIGORSKY, II,	:
Plaintiff	:
	:
vs.	: NO. 02-45 C.D.
	:
KATRINA CHRISTIAN; JOEL W.	:
THOMAS, SR. and SANDRA D.	:
THOMAS, husband and wife,	:
Defendants	:

ANSWER

AND NOW, comes the Defendant, KATRINA CHRISTIAN, through her Attorney, David P. King, to Answer COUNT II of the Complaint to Partition Real Property, and in support thereof responds and avers as follows:

12. The averments in Plaintiff's Paragraph 12 require no responsive pleading as the same are not specifically set forth as to the cause of action directed towards KATRINA CHRISTIAN.

13. It is admitted that KATRINA CHRISTIAN acquired her interest in the subject matter premises, amounting to a fifty percent interest as alleged in Plaintiff's Complaint.

14. It is admitted that the Plaintiff, P. JOSEPH VALIGORSKY, II, acquired his undivided fifty percent interest in the 70.25 acres by Deed from Alice H. Corle as stated.

15. The legal description of the 70.25 acre parcel is admitted.


16. KATRINA CHRISTIAN did in fact convey her interest in Lots 2, 4 and 82, Section 1, of the Meadowbrook Estates Subdivision to the Defendants, JOEL W. THOMAS, SR. and SANDRA D. THOMAS as averred.

17. The subject matter premises are unimproved properties, and possession does not lie exclusively with the Plaintiff.

18. The subject matter premises has not been partitioned previous hereto.

WHEREFORE, KATRINA CHRISTIAN prays and demands your Honorable Court to enter the following Order:

- (a) That partition of the 70.25 acres be decreed;
- (b) That a Master in partition be accordingly appointed by your Honorable Court;
- (c) That all appropriate surveys and appraisals be conducted at the direction of the Court appointed Master;
- (d) That the Plaintiff, meanwhile, be enjoined from changing the nature or otherwise converting the premises to his own use, or to otherwise diminish the value of said property; and
- (e) Such other relief as the Court deems just and appropriate.


David P. King
Attorney for Defendant,
Katrina Christian

I verify that the statements made in this Answer 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.

Date: May 24, 2002


Katrina Christian

FILED

MAY 24 2002

William A. Shaw
Prothonotary

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

: No. 02 - 45 C.D.
:
: TYPE OF CASE: IN EQUITY
:
: TYPE OF PLEADING: PETITION FOR
: LEAVE TO AMEND COMPLAINT
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS PARTY:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
:
: (814) 371-5800

FILED

JUL 31 2003

William A. Shaw
Prothonotary

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

No. 02 - 45 C.D.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

IN EQUITY

RULE

AND NOW, this 31st day of July, 2003, in consideration of the
attached Petition for Leave to Amend Complaint, a Rule is hereby issued upon the Defendants,
to show cause, if any they have, why Plaintiff should not be permitted to amend his Complaint.

Rule Returnable on the 11 day of September, 2003, at 2:00 o'clock
9 .M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

President Judge

FILED

JUL 31 2003

William A. Shaw
Prothonotary/Clerk of Courts

2 Change to HRC

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

P. JOSEPH VALIGORSKY, II, :
Plaintiff :
vs. : No. 02 - 45 C.D.
KATRINA CHRISTIAN; JOEL W. : IN EQUITY
THOMAS, SR., and SANDRA D. :
THOMAS, husband and wife, :
Defendants :

PETITION FOR LEAVE TO AMEND COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

AND NOW, comes the Plaintiff, P. JOSEPH VALIGORSKY, II, by his undersigned attorneys, and petitions your Honorable Court under Pa. R.C.P. 1033 for leave to file an Amended Complaint, and, in support thereof, represents the following:

1. On January 9, 2002, Plaintiff instituted the above-captioned action by filing a Complaint to Partition Real Property situate in the Township of Sandy, Clearfield County, Pennsylvania.
2. That Plaintiff is currently an owner of an undivided 50% interest in the premises more fully described in the Complaint as a result of a deed to him by Alice H. Corle, dated October 4, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015304, on October 12, 2000.

3. That Defendant, KATRINA CHRISTIAN, is the owner of an undivided 50% interest in the remaining premises less three lots known as Lots 2, 4 and 82. KATRINA CHRISTIAN conveyed her undivided 50% interest in those three lots to the other Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS.

4. That Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, husband and wife, acquired their undivided 50% interest in three lots known as Lots 2, 4 and 82, Section 1, of the Meadowbrook Estates Subdivision from Defendant, KATRINA CHRISTIAN.

5. That by agreement dated April 16, 2000, both Plaintiff's grantor and Defendant, KATRINA CHRISTIAN, actually agreed to convey all of their interest in the premises described as 70.25 acres which is the subject of Plaintiff's Complaint to Partition Real Property to Plaintiff but Defendant, KATRINA CHRISTIAN, subsequently reneged on said agreement.

6. That Plaintiff's counsel filed a partition action rather than an action for specific performance against Defendant, KATRINA CHRISTIAN, out of ignorance of all of the facts of this case and had Plaintiff's counsel known all of the facts in this case prior to filing her Complaint, she would have filed an action for specific performance rather than an action for partition.

7. That Defendant, KATRINA CHRISTIAN, filed an Answer to Plaintiff's Complaint agreeing to the partition of the property.

8. That Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, filed an Answer refusing to agree to a partition and also filed New Matter in which they accused Plaintiff of tortious interference with an alleged agreement between them and Plaintiff's grantor and, as a result, raised counterclaims demanding specific performance in the form of a

conveyance by Plaintiff of his 50% interest in the lots conveyed to Defendants THOMAS as well as damages from Plaintiff.

9. That Plaintiff believes and therefore avers that it was Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, who actually interfered with his agreement with Defendant, KATRINA CHRISTIAN, but he cannot raise those claims against them now in the way that the pleadings have been structured.

10. That, moreover, Plaintiff wishes to raise his claim for specific performance against Defendant, KATRINA CHRISTIAN, and he could file a separate action against her for specific performance because the statute of limitations for such an action is five years (See 42 Pa. C.S.A. §5526(2)).

11. That a decision on Plaintiff's claim for specific performance of a contract for sale of real property must be determined prior to any consideration of the issue of partition as a decision on the claim of specific performance may resolve finally the question of whether a Complaint to Partition Real Property is necessary.

12. That Plaintiff's amendments would not be time-barred under the applicable statute of limitations.

13. Plaintiff accordingly wishes to amend his Complaint to assert additional claims. A copy of Plaintiff's proposed Amended Complaint is attached hereto as Exhibit "A".

14. Defendants will not be unduly prejudiced or surprised by this amendment as Plaintiff has the right to file a separate action for specific performance and the instant case would be stayed pending resolution of his separate action.

15. That Plaintiff has requested the consent of Defendants to amend his pleadings and despite repeated contacts with Defendants' attorney requesting an answer, no response has ever been given.

16. It is the generally-recognized policy in the Commonwealth of Pennsylvania that amendments of the pleadings should be allowed with great liberality at any stage of the case, in order to secure a determination of the case on the merits. (See Werner v. Zazyczny, 545 Pa. 570, 681 A.2d 1331 (1996) and Wm. Penn Parking Garage, Inc. v. City of Pittsburgh, 464 Pa. 168, 346 A.2d 269 (1975).)

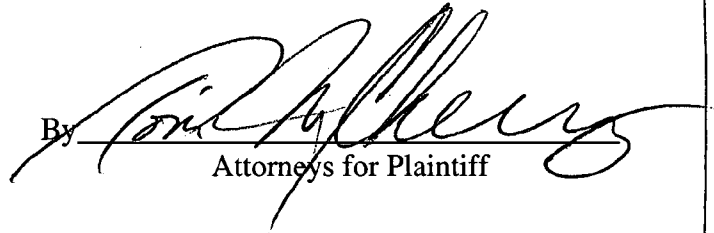
17. That manifest injustice will result if the amendments are not allowed.

WHEREFORE, Plaintiff, P. JOSEPH VALIGORSKY, II, requests that your Honorable Court enter an Order allowing him to amend his Complaint as aforesaid.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

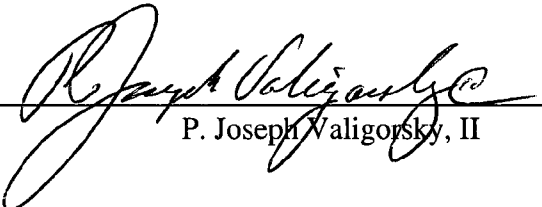
By

A handwritten signature in cursive script, likely belonging to an attorney from the law firm Gleason, Cherry and Cherry, L.L.P.

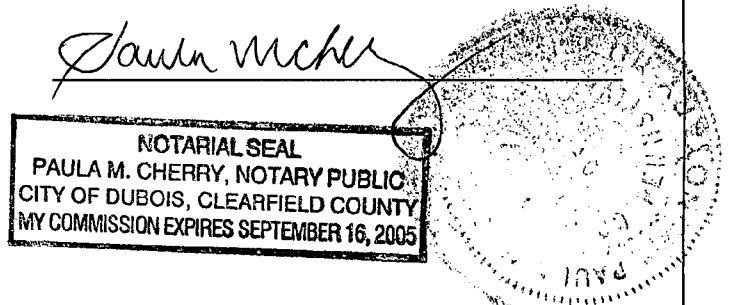
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, a Notary Public in and for the County and State
aforesaid, P. JOSEPH VALIGORSKY, II, who, being duly sworn according to law, deposes
and says that the facts contained in the foregoing Petition are true and correct to the best of his
knowledge, information and belief.


P. Joseph Valigorsky, II

Sworn to and subscribed before me this 30th day of July, 2003.



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

P. JOSEPH VALIGORSKY, II,	:	
Plaintiff	:	
	:	
vs.	:	No. 02 - 45 C.D.
	:	
KATRINA CHRISTIAN; JOEL W.	:	IN EQUITY
THOMAS, SR., and SANDRA D.	:	
THOMAS, husband and wife,	:	
Defendants	:	

AMENDED COMPLAINT

AND NOW, comes the Plaintiff, P. JOSEPH VALIGORSKY, II, by and through his attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and brings the following Amended Complaint on causes of action whereof the following is a statement:

1. Plaintiff, P. JOSEPH VALIGORSKY, II, is an adult individual who resides at 902 Chestnut Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, KATRINA CHRISTIAN, is an adult individual who resides at 865 Arlington Avenue West, St. Paul, Minnesota 55117-3311.
3. That Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, are husband and wife, who reside at 350 South Eighth Street, DuBois, Clearfield County, Pennsylvania 15801.

COUNT I - SPECIFIC PERFORMANCE
P. JOSEPH VALIGORSKY, II vs. KATRINA CHRISTIAN

4. Plaintiff incorporates herein by reference the averments contained in Paragraphs 1 and 2 of this Amended Complaint as if the same were set forth at length herein.

5. Defendant, KATRINA CHRISTIAN, was at all times mentioned herein an owner of an undivided 50% interest in and to the property described herein by deed of Alexander R. Van Tassel and Eleanor C. Van Tassel, husband and wife, to Alice H. Corle and Katrina Christian, dated January 13, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200001093, on January 24, 2000.

6. The premises is described as ALL that certain piece, parcel or tract of land lying and being situate in Sandy Township and the City of DuBois, but assessed for taxing purposes solely in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a one inch iron pipe set by this survey, said iron pipe being South 10° 47' West 166.00 feet from a point on the southerly line of Hillcrest Avenue (unopened) said point also being the southwest corner of Lot 620 of the Van Tassel Plan of Lots and the northwest corner of the herein described parcel; thence, South 79° 45' East along the southerly line of Lots 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, and 631 of the Van Tassel Plan of Lots, along the southern terminus of Sixth Street (unopened), and along the southern edge of an unopened 16-foot alley a distance of 1,375.43 feet to a one inch iron pipe set by this survey, said iron pipe being the northwest corner of lands now or formerly of John and Cecelia Davis (Deed Book 806, Page 258); thence, South 10° 07' West along said lands of John and Cecelia Davis a distance of 140.00 feet to a one inch iron pipe set by this survey, said iron pipe being the southwest corner of said lands of Davis; thence, South 79° 45' East along said lands of John and Cecelia Davis, along lands now or formerly of Joel and Sandra Thomas (Deed Book 1732, Page 294 and Deed Book 1714, Page 460), and through the western right-of-way for Township Road T-385 (Van Tassel Road) a distance of 446.58 feet to a P.K. nail set by this survey in the centerline for said T-385, said P.K. nail being the northeast

corner of the herein described parcel; thence, South 10° 22' West along the centerline for T-385 a distance of 970.17 feet to a P.K. nail set by this survey, said P.K. nail being the PC of a curve to the left; thence, along the centerline for T-385 by a curve to the left, said curve having a radius of 186.99 feet and an arc length of 142.62 feet, said arc having a chord bearing of South 11° 29' East and a chord distance of 139.19 feet to a P.K. nail set by this survey, said P.K. nail being the PT of said curve; thence, South 33° 20' East along the centerline for T-385 a distance of 176.94 feet to an existing P.K. nail, said P.K. nail being the north corner of lands now or formerly of George M. Fatula, et al. (Deed Book 1297, Page 451); thence South 57° 02' West through the western right-of-way for T-385 and along lands now or formerly of George M. Fatula, et al., a distance of 276.82 feet to an existing iron pipe; thence, South 37° 01' West along lands now or formerly of George M. Fatula, et al., a distance of 227.02 feet to an existing iron pipe, said iron pipe being the southwest corner of said lands of Fatula and the southeast corner of the herein described parcel; thence, North 80° 05' West along lands now or formerly of Jeffrey Rice, lands now or formerly of Gilbert and Joan Barker, and lands now or formerly of Jane Wegner a distance of 810.88 feet to a one inch iron pipe set by this survey, said iron pipe being the northwest corner of said lands of Jane Wegner and the northeast corner of lands now or formerly of Reuben and Virginia Salada; thence, North 89° 57' West along lands now or formerly of Reuben and Virginia Salada a distance of 785.49 feet to an existing iron pipe, said iron pipe being the southeast corner of lands now or formerly of Colson Blakeslee and the southwest corner of the herein described parcel; thence, North 10° 38' East along lands now or formerly of Colson Blakeslee a distance of 283.12 feet to an existing iron pipe; thence, North 09° 54' East along lands now or formerly of Colson Blakeslee a distance of 429.40 feet to an existing iron pipe; thence, North 10° 27' East along lands now or formerly of Colson Blakeslee a distance of 604.4 feet to an existing iron pipe; thence, North 10° 16' East along lands now or formerly of Colson Blakeslee a distance of 249.32 feet to an existing iron pipe, said iron pipe being the northeast corner of said lands of Blakeslee; thence, North 79° 13' West along lands now or formerly of Colson Blakeslee a distance of 110.70 feet to an existing iron pipe; thence, North 10° 47' East along lands now or formerly of U.S. Army Reserve Center a distance of 336.20 feet to a one inch iron pipe set by this survey, the point of beginning.

CONTAINING 70.25 acres.

BEING subject to the western right-of-way for Township Road T-385, an 8-inch sanitary sewer line, and any utility easements which may be of record.

7. That Defendant, KATRINA CHRISTIAN, and her sister, ALICE H. CORLE, did list the above-described property for sale with Medred Realty Associates and did designate Medred Realty Associates and all of its agents and employees as agents of KATRINA CHRISTIAN and ALICE H. CORLE for the sale of the subject premises.

8. That as a result of the subject premises being offered for sale, Plaintiff, P. JOSEPH VALIGORSKY, II, did contact the agent for Defendant, KATRINA CHRISTIAN, and ALICE H. CORLE, and did make a written offer for the purchase of said premises for the price of \$63,000.00 with Plaintiff paying all costs of sale, on April 1, 2000.

9. That Defendant, KATRINA CHRISTIAN, and her sister, ALICE H. CORLE, rejected the offer made by Plaintiff but prior to April 16, 2000, did orally issue a counter-offer to sell the subject premises to Plaintiff for the net price of \$75,000.00 with Plaintiff paying all costs of sale.

10. That on or before April 16, 2000, Plaintiff advised the agent of Defendant, KATRINA CHRISTIAN, and ALICE H. CORLE that he accepted the counter-offer and would pay a net price of \$75,000.00 to KATRINA CHRISTIAN and ALICE H. CORLE and would pay all other costs of sale.

11. That on April 16, 2000, the agent of KATRINA CHRISTIAN and ALICE H. CORLE did draw up duplicate copies of an agreement for the sale of said premises in accordance with the terms demanded by Defendant, KATRINA CHRISTIAN, and ALICE H.

CORLE and did cause Plaintiff to sign both sets and did take from Plaintiff hand money in the sum of \$10,000.00.

12. That one copy of the written agreement for the sale of real estate was mailed to ALICE CORLE at her address at 1505 Aster Street, Beaufort, SC 29902, and she did sign the same on April 26, 2000, and returned all copies to her agent. A true and correct copy of said Agreement for the Sale of Real Estate is attached hereto and made a part hereof as Exhibit "A".

13. That the duplicate copy of the Agreement of Sale dated April 16, 2000, and signed by Plaintiff was mailed to Defendant, KATRINA CHRISTIAN, at her address at 865 Arlington Avenue West, St. Paul, MN 55117-3311, by the agent of Defendant CHRISTIAN, Medred Realty Associates, on or about April 16, 2000.

14. That Defendant, KATRINA CHRISTIAN, advised her agent that she had signed the agreement and would be mailing the same back to the agent but said document never arrived.

15. That thereafter, Defendant, KATRINA CHRISTIAN, did advise her agent that she owned an additional 5.3 acres of land located in the City of DuBois and assessed in Clearfield County as Map No. 7.2-13-3848, which premises is described in Deed to KATRINA CHRISTIAN which is recorded in Clearfield County Deed Book Vol. 1846, page 588 as:

ALL those certain pieces, parcel or lots of land situated in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEING Lots No. 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, and 631 in the A. R. Van Tassel Subdivision.

BEING the same premises currently assessed as 5.30 acres, Hillcrest Farm in the Office of the Assessor of Clearfield County, Pennsylvania, as Parcel No. 007-2-013-000-03848.

16. That Defendant, KATRINA CHRISTIAN, did then ask her agent to inquire if Plaintiff would be willing to buy that parcel described as 5.3 acres of land, from her as well.

17. That the agent of KATRINA CHRISTIAN did advise her at that time that she would be willing to make said inquiry but that she wanted to resolve the sale of the 70.25 acres first.

18. That thereafter, Defendant, KATRINA CHRISTIAN, through her agent, did advise Plaintiff that KATRINA CHRISTIAN had been approached by Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, who told KATRINA CHRISTIAN that they had been promised three lots out of the 70.25 acre parcel that KATRINA CHRISTIAN had agreed to sell to Plaintiff and that said promise had been made to them by the brother of KATRINA CHRISTIAN, who was the predecessor in title to ALICE H. CORLE and KATRINA CHRISTIAN.

19. That Defendant CHRISTIAN, through her agent, further advised Plaintiff that she wanted to sell to Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, the three lots known as Lots 4, 2, and 82 of the Meadowbrook Plan of Lots that were part of the 70.25 acre parcel that she had already agreed to sell to Plaintiff.

20. That Defendant CHRISTIAN, through her agent, further advised Plaintiff that if he would agree to allow KATRINA CHRISTIAN and her sister, ALICE H. CORLE, to modify their agreement to remove the three lots from the land that was to be sold to Plaintiff, Defendant, KATRINA CHRISTIAN, would covey to Plaintiff the additional 5.3 acre parcel of ground that she owned and which was described as Map. No. 7.2-13-3848, all for the same

consideration and for the same terms as had been agreed to in the deal that had been made on or about April 16, 2000, for the sale of the entire 70.25 acres.

21. That Plaintiff did accept the offer made by Defendant, KATRINA CHRISTIAN, and her sister, ALICE H. CORLE, did also agree and, as a result, KATRINA CHRISTIAN caused her agent to draw up an Amended Agreement of Sale dated July 7, 2000, with the additional provisions that the 5.3 acres of land was also to be conveyed by her to Plaintiff and that KATRINA CHRISTIAN and ALICE H. CORLE were to retain Lots 4, 2 and 82 of the Meadowbrook Plan of Lots for subsequent conveyance to JOEL W. THOMAS, SR., and SANDRA D. THOMAS. A true and correct copy of said Amended Agreement of Sale is attached hereto and made a part hereof as Exhibit "B".

22. That Defendant, KATRINA CHRISTIAN, did direct her agent to contact Defendants, JOEL W. THOMAS, SR, and SANDRA D. THOMAS, to advise them that KATRINA CHRISTIAN, had negotiated a new contract with Plaintiff to save the three lots for the Thomases and that those three lots could now be conveyed to them, which information the agent did deliver as directed.

23. That again, the agent of KATRINA CHRISTIAN did prepare two identical copies of the Agreement and one copy was fully executed by Plaintiff and ALICE CORLE and one copy was executed by Plaintiff and forwarded to KATRINA CHRISTIAN for signature.

24. That again, without excuse, Defendant, KATRINA CHRISTIAN, failed to return the signed Agreement.

25. That in the meantime, Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, did cause an agreement for the three lots to be forwarded to ALICE CORLE and

ALICE CORLE did execute the same in accordance with the agreement proposed by her sister, expecting that her sister would also complete the sale of the remaining 70 acres to Plaintiff and did return not only the Agreement but the deed to the attorney for Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, on the condition that it not be delivered until the transaction with Plaintiff was completed. A true and correct copy of the letter from ALICE H. CORLE dated September 6, 2000, is attached hereto and made a part hereof as Exhibit "C".

26. That Defendant, KATRINA CHRISTIAN, did advise Plaintiff, through her agent, that she had signed the second agreement dated July 7, 2000, that had been amended to reflect the proposal of KATRINA CHRISTIAN but that she wanted to come back to the property and walk her dogs thereon one more time and would bring the signed agreement back with her when she came to DuBois.

27. That thereafter, Defendant CHRISTIAN continued to delay her trip to the DuBois Area and also failed to mail the signed Agreement for the Sale of Real Estate although she continued to advise Plaintiff, through her agent, that she had signed the Agreement and was intending to complete the sale.

28. That despite the fact that Plaintiff had accepted not only the original offer made by Defendant, KATRINA CHRISTIAN, but also her modification of that offer and had done all that he was expected to do and was ready to close the transaction, Defendant, KATRINA CHRISTIAN, refused to return the signed Agreement that set forth the offer she had made and which had been accepted by Plaintiff and did wholly fail and/or refuse to convey her interest in the lands described therein to Plaintiff.

29. That the date set by ALICE CORLE for the completion of the transaction to Plaintiff was September 30, 2000, and when that date came and went and her sister, KATRINA CHRISTIAN, had not signed the necessary documents to complete the transaction to Plaintiff, ALICE CORLE did approach Plaintiff and advise him that she would be willing to convey to him all of her interest in the subject premises so that he could then take whatever action he needed to take against Defendant, KATRINA CHRISTIAN, to enforce the terms of his agreement with her without including ALICE H. CORLE.

30. That a deed conveying all of the interest of ALICE H. CORLE in and to the entire 70.25 acre parcel to Plaintiff was executed by ALICE H. CORLE on October 4, 2000, and recorded in the Offices of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015304 on October 12, 2000.

31. That thereafter, Plaintiff did advise Defendant, KATRINA CHRISTIAN, that he was still willing to abide by the terms of the offer Defendant CHRISTIAN had made to him and Plaintiff had accepted and was still willing to convey his interest in the three lots to Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, in exchange for the additional 5.3 acres of ground owned by Defendant, KATRINA CHRISTIAN, and her conveyance to him of the remaining 70.25 acres less the three lots.

32. At that time and place, Defendant, KATRINA CHRISTIAN, without due and sufficient cause, refused to convey her interest in both premises to Plaintiff and then and there refused to execute, acknowledge and deliver the deed, or to carry out the provisions of the Agreement of Sale according to the terms thereof.

33. That KATRINA CHRISTIAN did then execute a deed to Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, for her 50% interest in the three lots by deed dated October 24, 2000, and recorded in the Offices of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015970, recorded on October 25, 2000.

34. At all times since the date of the Amended Agreement of Sale, to wit, July 7, 2000, Plaintiff has performed all conditions precedent to performance by Defendant, KATRINA CHRISTIAN, and has been and still is ready and willing to pay the balance of the whole of the purchase price owing to KATRINA CHRISTIAN under the terms of said Agreement upon her compliance with the terms of the Amended Agreement of Sale, including the conveyance of his interest in Lots 2, 4 and 82 of the Meadowbrook Estates Subdivision to Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS.

WHEREFORE, Plaintiff prays:

(a) that Defendant, KATRINA CHRISTIAN, be enjoined, preliminarily until final hearing and permanently thereafter, from mortgaging or encumbering her interest in the remainder of the 70.25 acres and the 5.3 acres in any way, and from selling or conveying the same or any part thereof to any person other than the Plaintiff;

(b) that Defendant, KATRINA CHRISTIAN, be ordered to specifically perform the parties' oral contract and by good and sufficient deed convey the balance of the 70.25 acres and the entire 5.3 acre parcel and every part thereof with marketable title and free of all encumbrances to Plaintiff in fee simple and legally sign, (*seal*), acknowledge and deliver the deed to Plaintiff in proper legal form, and accept in consideration thereof the agreed purchase price which Plaintiff now here offers; and

(c) such other general relief as may be just and proper.

**IN THE ALTERNATIVE, COUNT II - PARTITION
P. JOSEPH VALIGORSKY, II vs. KATRINA CHRISTIAN**

**Premises described as 70.25 acres situate in Sandy
Township and the City of DuBois, Clearfield County, Pennsylvania**

35. Plaintiff incorporates herein by reference the averments contained in Paragraphs 1 and 2 of this Amended Complaint as if the same were set forth at length herein.

36. Defendant, KATRINA CHRISTIAN, acquired her undivided 50% interest in and to the property described herein by deed of Alexander R. Van Tassel and Eleanor C. Van Tassel, husband and wife, to Alice H. Corle and Katrina Christian, dated January 13, 2000, and recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200001093, on January 24, 2000.

37. The said Plaintiff, P. JOSEPH VALIGORSKY, II, acquired his undivided 50% interest in the premises described herein by deed of Alice H. Corle, dated October 4, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015304 on October 12, 2000.

38. The said Defendant, KATRINA CHRISTIAN, subsequently conveyed her interest in a portion of the above-described premises, known as Lots 2, 4 and 82, Section 1, of the Meadowbrook Estates Subdivision of record in the Office of the Recorder of Clearfield County, Pennsylvania, in Deeds and Records Book 1846, page 608-609, to Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS and, as a result, they are named as Defendants herein and the partition of those lots is requested herein by Count I of this Complaint.

39. No person other than the parties to this suit has any interest in said property, which is presently in the possession of Plaintiff.

40. No partition or division of the above-described property has ever been made accepting the conveyance by Defendant, KATRINA CHRISTIAN, of her interest in Lots 2, 4 and 82, Section 1, of the Meadowbrook Estates Subdivision to Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, Defendants herein.

WHEREFORE, Plaintiff demands that:

- (a) the Court decree partition of the real estate;
- (b) the share or shares to which the respective parties are entitled be set out to them in severalty and that all proper and necessary conveyances and assurances be executed for carrying such partition into effect; and that, if the said real estate cannot be divided without prejudice to or spoiling the whole, such proper and necessary sale or sales of the same may be made by such persons and in such a manner as the Court may direct; and
- (c) such other and further relief be granted as the Court deems just and proper.

COUNT III - PARTITION
P. JOSEPH VALIGORSKY, II vs. JOEL W. THOMAS, SR.,
and SANDRA D. THOMAS, husband and wife

Premises known as Lots 2, 4 and 82, Section 1, of the
Meadowbrook Estates Subdivision

41. Plaintiff incorporates herein by reference the averments contained in Paragraphs 1 through 3 inclusive of this Complaint as if the same were set forth at length herein.

42. Plaintiff and Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, are the owners of certain real estate situate in Sandy Township, Clearfield County,

Pennsylvania, as described below, and Plaintiff holds a one-half interest in the property as a Tenant in Common and Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, hold the remaining one-half interest in the property as Tenants by the Entireties but are Tenants in Common with Plaintiff and said interests are undivided.

43. That the property is described as ALL those certain pieces, parcels or tracts of land situated in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows:

BEING Lots 2, 4, and 82, Section 1, of the Meadowbrook Estates Subdivision of record in the Office of the Recorder of Clearfield County, Pennsylvania, in Deeds & Records Book 1846, page 608-609, as part of a prior deed of conveyance.

44. That Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, took title to an undivided one-half interest in the above-described premises by deed of Katrina Christian, dated October 24, 2000, and recorded in the Offices of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015970, recorded on October 25, 2000.

45. The said KATRINA CHRISTIAN received title to the premises she conveyed to Defendants, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, as part of a larger parcel of ground conveyed by deed from Alexander R. Van Tassel, et ux., to Alice H. Corle and Katrina Christian, dated January 13, 2000, and recorded in the Offices of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200001093, on January 24, 2000.

46. The Plaintiff, P. JOSEPH VALIGORSKY, II, acquired title to an undivided 50% interest in the above-described lots as part of a larger parcel of ground conveyed to him by Alice H. Corle dated October 4, 2000, and recorded in the Offices of the Register and Recorder

of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015304 on October 12, 2000, wherein the said P. JOSEPH VALIGORSKY, II, received all of the interest of the said Alice H. Corle in the lands conveyed by deed of Alexander R. Van Tassel, et ux., to Alice H. Corle and Katrina Christian, dated January 13, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200001093 on January 24, 2000.

47. No person other than the parties to this suit has any interest in the said property, which is presently in the possession of the Defendants.

48. No partition or division of the above-described property has ever been made.

WHEREFORE, Plaintiff demands that:

(a) the Court decree partition of the real estate;

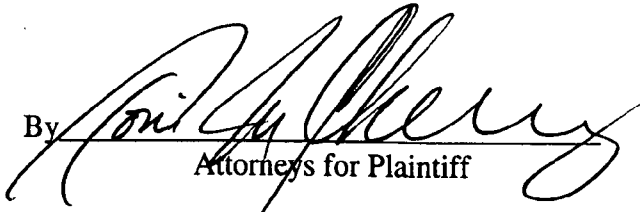
(b) the share or shares to which the respective parties are entitled be set out to them in severalty and that all proper and necessary conveyances and assurances be executed for carrying said partition into effect; and that, if the said real estate cannot be divided without prejudice to or spoiling the whole, such proper and necessary sale or sales of the same may be made by such persons and in such manner as the Court may direct; and

(c) such other and further relief be granted as the Court deems just and proper.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

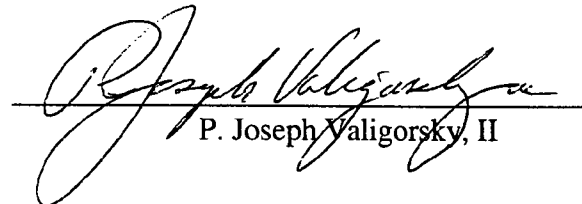
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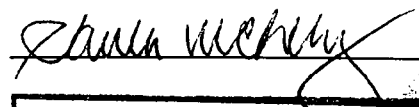
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, a Notary Public in and for the County and State
aforesaid, P. JOSEPH VALIGORSKY, II, who, being duly sworn according to law, deposes
and says that the facts contained in the foregoing Amended Complaint are true and correct to
the best of his knowledge, information and belief.


P. Joseph Valigorsky, II

Sworn to and subscribed before me this 30th day of July, 2003.


NOTARIAL SEAL
PAULA M. CHERRY, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES SEPTEMBER 16, 2005

AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-SB Residential

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR)

AGENT FOR SELLER

MEDRED REALTY ASSOCIATES
RR 8 Box 22
DuBois, Pa. 15801

PA. LICENSED BROKER

SUBAGENT FOR SELLER

PA. LICENSED BROKER

1. This Agreement, dated 16 April 2000, is between

Katrina Christian Alice Corle
865 Arlington Ave. W. 1505 After Street
(Address St Paul, Minnesota 55117-3311 Waddell Gardens Beauford, S.C.
Zip Code 29902) called Seller, and

Joseph P. Valigorsky
Chestnut Avenue
(Address DuBois, Pa. ;5801 Zip Code) called Buyer.

2. PROPERTY (7-96) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
128-C4 Vacant Land--Major Portion in Sandy Twp. (portion in city of DuBois)

in the Township of Sandy of
County of Clearfield in the Commonwealth of Pennsylvania, Zip Code 15801

Identification (Tax ID#; Parcel #; Deed Book, Page, Recording Date) 126-c4-54 (see survey)

Zoning Classification

Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) shall render this Agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer shall be returned to the Buyer without any requirement for court action.

3. TERMS (7-96) (A) Purchase Price Seventy Five Thousand Dollars

which shall be paid to Seller by Buyer as follows:

(B) Cash or check at signing this Agreement: \$10,000.

(C) Cash or check to be paid on or before: \$

(D) \$65,000.

(E) Cash, cashier's or certified check at time of settlement: \$75,000.

TOTAL April 24 2000

(F) Written approval of Seller to be on or before: May 16 2000

(G) Settlement to be made on or before: May 16 2000

(H) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here

(I) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here

Transfer tax and commission to be paid by buyer

(J) The following shall be apportioned pro-rata as of and at time of settlement: taxes as levied and assessed; rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; waste and/or sewer rents, if any; together with any other lienable municipal services, unless otherwise stated here

4. FIXTURES AND PERSONAL PROPERTY (7-96)

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing, heating, lighting fixtures (including chandeliers); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; unpotted trees, shrubbery and plantings; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; shades, blinds, window covering hardware; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated.

Also included:

(B) EXCLUDED fixtures and items:

5. SPECIAL CLAUSES (7-96)

(A) Buyer and Seller acknowledge having received a statement of their respective estimated closing costs before signing this Agreement of Sale.

(B) ☐ Buyer acknowledges receipt of the Deposit Money Notice (only applicable for cooperative sales).

☐ Buyer acknowledges receipt of Seller's Property Disclosure Statement.

(C) The following are a part of this Agreement if checked.

☐ Addendum "A" (PAR Form A-6)

☐ Agent's Services Disclosure (PAR Form ASD-6)

☐ Sale & Settlement of Other Property

Contingency Addendum (PAR Form 130-6)

☐ Sale & Settlement of Other Property with Right to

Continue Marketing Contingency Addendum

(PAR Form 131-6)

☐ Sale of Tenant-Occupied Property Addendum

(PAR Form TOP-6)

☐ Vacant Land Sale Addendum (PAR Form VL-6)

☐ Zoning Approval Addendum (PAR Form ZA-6)

☒ Any and all mineral rights held

by the sellers shall convey with

property.

Exhibit "A"

6. **NOTICES AND ASSESSMENTS (7-96)**

- (A) Seller represents, as of the execution of this Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid and that no notice by any government or public authority has been served upon the Seller or anyone on the Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected unless otherwise specified herein.
- (B) Seller will be responsible for any notice of improvements or assessments received on or before the execution of this Agreement, unless improvements consist of sewer or water lines not in use.
- (C) Buyer will be responsible for any written notice served upon Seller after the execution of this Agreement and for the payment thereafter of any public improvement and condominium or homeowner association assessments, excluding regularly imposed association fees (prorated in paragraph 3).
- (D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.
- (E) If required by law, Seller shall deliver to Buyer on or before settlement, a certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances.

7. **TITLE, SURVEYS, AND COSTS (7-96)**

- (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER, the following: existing building restrictions, ordinances, easements of roads, easements visible upon the ground, privileges or rights of public service companies, if any; otherwise the title to the above described real estate shall be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.
- (B) In the event the Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company, subject to aforesaid, Buyer shall have the option of taking such title as the Seller can give without abatement of price or of being repaid all monies paid by Buyer to Seller on account of the purchase price and the Seller will reimburse the Buyer for any costs incurred by Buyer for those items specified in paragraph 7(D) and in paragraph 7(E) items (1), (2), (3); and in the latter event there shall be no further liability or obligation on either of the parties hereto and this Agreement shall become NULL AND VOID and all copies will be returned to Agent for Seller for cancellation.
- (C) Formal tender of an executed deed and purchase money is hereby waived.
- (D) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the Property (or the correction thereof) shall be secured and paid for by the Seller. However, any survey or surveys desired by the Buyer or required by the mortgage lender shall be secured and paid for by the Buyer.
- (E) Buyer will pay for the following: (1) the premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's normal settlement costs and accruals.

8. **DEPOSIT AND RECOVERY FUND (4-93)**

- (A) Deposits paid by Buyer within 30 days of settlement shall be by cashier's or certified check. Deposits, regardless of the form of payment and the person designated as payee, shall be paid to Agent for Seller who shall retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Agent for Seller may, at his or her sole option, hold any uncashed check tendered as a deposit, pending the acceptance of this offer. In the event of litigation for the return of deposit monies, Agent for Seller will distribute the monies pursuant to a final order of court or the written agreement of the parties. Buyer and Seller agree that, in the event any Agent and/or Subagent herein is joined in litigation for the return of deposit monies, the Agent's and/or Subagent's attorneys fees and costs will be paid by the party joining the Agent or Subagent.
- (B) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

9. **POSSESSION (7-96)**

- (A) Possession is to be delivered by deed, keys and physical possession to a vacant building (if any) broom clean, free of debris at day and time of settlement, or by deed and assignment of existing lease(s), together with any security deposits and interest, at time of settlement if Property is tenant occupied at the execution of this Agreement, or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of signing of this Agreement of Sale, if Property is tenant occupied.
- (B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without expressed written consent of the Buyer.

10. **MAINTENANCE AND RISK OF LOSS (7-96)**

- (A) Seller shall maintain the Property, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.
- (B) Buyer reserves the right to make a pre-settlement inspection of the Property.
- (C) Seller shall bear risk of loss from fire or other casualties until time of settlement. In the event of damage to any property included in this sale by fire or other casualties, not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and receiving all monies paid on account or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this property as of the time of the execution of this Agreement.

11. **RECORDING (3-85)** This Agreement shall not be recorded in the Office of the Recording of Deeds or in any other office or place of public record and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

12. **ASSIGNMENT (3-85)** This Agreement shall be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer shall not transfer or assign this Agreement without the written consent of Seller.

13. **DEFAULT-TIME OF THE ESSENCE (1-79)** The said time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement. Should Buyer:

- (A) Fail to make any additional payments as specified in paragraph 3, or
- (B) Furnish false or incomplete information to the Seller, Agent for Seller or the mortgage lender, concerning the Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment, or
- (C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement,
- then in such case, all deposit monies and other sums paid by the Buyer on account of the purchase, whether required by this Agreement or not, may be retained by the Seller: (1) On account of the purchase, or (2) As monies to be applied to Seller's damages, or (3) As liquidated damages for such breach, as Seller may elect, and in the event that Seller elects to retain the monies as liquidated damages in accordance with paragraph 13(3), Seller shall be released from all liability or obligations and this Agreement shall be NULL AND VOID and all copies will be returned to Agent for Seller for cancellation.

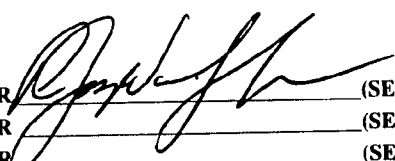
14. **AGENTS (3-85)** It is expressly understood and agreed between the parties that the named Agent, Broker, and any Subagent, Broker and their salespeople, employees, officers and/or partners, are Agent(s) for Seller, not Buyer, however, the Agent(s) may perform services for Buyer in connection with financing, insurance and document preparation.

15. **REPRESENTATIONS (4-94)**

- (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Agents or their employees are not a part of this Agreement, unless expressly incorporated or stated in this Agreement.
- (B) It is understood that Buyer has inspected the Property (including fixtures and any personal property specifically scheduled herein), or hereby waives the right to do so, and has agreed to purchase it in its present condition. Buyer acknowledges that the Agents have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement shall not be altered, amended, changed, or modified except in writing executed by the parties.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this Agreement of Sale, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

WITNESS _____
WITNESS _____
WITNESS _____

BUYER  (SEAL) DATE 4/16/00
BUYER _____ (SEAL) DATE _____
BUYER _____ (SEAL) DATE _____

Seller hereby approves the above contract this _____ day of _____ A.D. 19____
and in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Agent for Seller a fee of _____
off/from the herein specified sale price. In the event Buyer defaults hereunder, any monies paid on account shall be divided _____, Seller,
_____, Agent for Seller, but in no event will the sum paid to the Agent for Seller be in excess of the above specified Agent's fee.

WITNESS _____
WITNESS _____
WITNESS _____

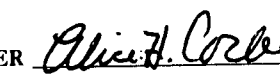
SELLER  (SEAL) DATE 4/26/00
SELLER _____ (SEAL) DATE _____
SELLER _____ (SEAL) DATE _____

Exhibit "A"

VACANT LAND SALE ADDENDUM TO AGREEMENT OF SALE

VL-6 1996

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS®

1 PROPERTY 126-C4-54 8th St (Vantassel Road)

2 SELLER: Katrina Christian and Alice Corle

3 BUYER: Joseph P. Valigorsky

4 DATE OF AGREEMENT: April 16, 2000

1. FINANCING CONTINGENCY

7 ☒ WAIVED. This sale IS NOT contingent on financing.

8 ☐ ELECTED. This sale IS contingent upon financing as follows.

(A) Financing terms required by Buyer.

Amount of loan \$ _____, Term _____ years

Type _____

Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____%. The maximum interest rate provision of this contingency shall be deemed satisfied if a lender makes available to Buyer the right to guarantee an interest rate at or below the Maximum Interest Rate specified herein.

(B) Within ten (10) days of the execution of this Agreement, Buyer shall make a completed, written financing application to a responsible lending institution through the office of Agent for Buyer, if any, otherwise through the office of Subagent for Seller, if any, or the office of Agent for Seller, who, for the purposes of negotiating for the said loan, shall be considered the Agent for Buyer.

(C) 1. Buyer will, upon receipt of a financing commitment, promptly provide a copy to Seller, Agent and/or Subagent, if any.

2. Financing commitment date _____ 19____. If a written commitment is not received by the above date, Buyer agrees to extend the commitment date until Seller terminates this Agreement in writing.

3. Should the financing commitment:

(a) not be valid until the date of settlement, or

(b) be conditioned upon the sale and settlement of any other property, or

(c) contain any other condition not specified in this Agreement,

Seller has the option to terminate this Agreement in writing.

4. In the event that Seller terminates this Agreement as specified in paragraphs 1(C) 3(b) or (c), OR if Seller does not terminate the Agreement and one of the following occurs:

(a) the financing commitment is not obtained by or valid until the date of settlement, or

(b) the financing commitment is conditioned upon the sale and settlement of any other property which do not occur by the date of settlement, or

(c) the financing commitment contains any other condition not specified in this Agreement which Buyer is unable to satisfy by the date of settlement,

Buyer shall not be required to purchase the Property and all deposit monies paid on account shall be returned to Buyer, except any premiums for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for insurance related to the Property, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to the lender, if any.

(D) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers and/or Buyer as may be required by the lending institutions or insuring agencies.

2. STATUS OF WATER

(A) Seller represents that this property is served by:

☐ Public Water

☐ Connected

☐ Not Connected

☐ On-site Water

☐ Connected

☐ Not Connected

☐ Community Water

☐ Connected

☐ Not Connected

☒ None

☐

(B) ON-SITE WATER SERVICE INSPECTION CONTINGENCY

☐ NOT APPLICABLE.

☐ WAIVED. Buyer acknowledges that Buyer has the right to request an on-site water service inspection of the Property. BUYER WAIVES THIS RIGHT AND agrees to the RELEASE as set forth in paragraph 9 of this addendum.

☐ ELECTED.

1. Buyer has the right, within _____ days of the execution of this Agreement and at Buyer's expense, to deliver to Agent for Seller, if any, otherwise to Seller, a written inspection report by a qualified, professional water testing company of the quality and quantity of the on-site water service. If Buyer fails to deliver this report within the allotted time, then Buyer waives all rights to an on-site water service inspection as set forth in this paragraph and agrees to the RELEASE in paragraph 9 of this addendum.

2. If the report reveals that the water does not meet the minimum standard of all applicable governmental authorities and fails to satisfy the requirements for quality and/or quantity set by the lender, then Seller shall, within days of receipt of the report, notify Buyer in writing that Seller will either:

a. Upgrade the water service to the minimum acceptable levels, before settlement, OR

b. Not upgrade the water service.

3. If Seller chooses not to correct the defects, Buyer will, within _____ days of Seller's notice not to correct, either:

a. Accept the Property and the water service and, if required by the lender or any governmental authority, upgrade the water service at Buyer's sole expense prior to settlement or within the time required by the lender or any governmental authority, and agree to the RELEASE set forth in paragraph 9 of this addendum, OR

b. Terminate this Agreement, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

Buyer Initials: BH

Page 1 of 4

Seller Initials: A. H. Corle

(C) ON-SITE WATER SERVICE APPROVAL CONTINGENCY

☐ NOT APPLICABLE.

☐ WAIVED. Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval for the installation of a well. BUYER WAIVES THIS RIGHT AND agrees to the RELEASE as set forth in paragraph 9 of this addendum.

☐ ELECTED. This sale is contingent upon Buyer obtaining, within _____ days of the execution of this Agreement, municipal approval for the installation of a well. Buyer shall pay all costs associated with the application for approval, including but not limited to, any municipal fees and test expenses. In the event Buyer is unable to secure approval for well installation, Buyer will either:

A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR

B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

3. STATUS OF SEWER

(A) SEWAGE SYSTEM (Notices pursuant to the Pennsylvania Sewage Facilities Act)

CHECK ONLY IF APPLICABLE:

☐ NOTICE: THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing an agreement of sale, Buyer should contact _____

(local authority for administering the Act) to determine the procedure and requirements for obtaining a permit for an individual sewage system.

CHECK ONLY IF APPLICABLE:

☐ NOTICE: THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

CHECK ONLY IF APPLICABLE:

☐ NOTICE: THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE. Pursuant to Section 7.1 of the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

ANNUAL COST OF MAINTAINING HOLDING TANK:

YEAR COMMENCING:

COST:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CHECK ONLY IF APPLICABLE:

☐ NOTICE: THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND SEWAGE FACILITIES WILL NOT BE AVAILABLE.

CHECK ONLY IF APPLICABLE:

☐ NOTICE: AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION.

(B) PUBLIC SYSTEM CONTINGENCY

☐ NOT APPLICABLE.

☒ WAIVED. Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval for the connection of the Property to municipal sewer lines. BUYER WAIVES THIS RIGHT and agrees to the RELEASE as set forth in paragraph 9 of this addendum.

☐ ELECTED. This sale is contingent upon Buyer obtaining, within _____ days of the execution of this Agreement, municipal approval for the connection of the Property to municipal sewer lines. Buyer shall pay all costs associated with the application for approval, including but not limited to, any municipal fees and test expenses. In the event Buyer is unable to secure approval for sewer connection, Buyer will either:

A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR

B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

(C) PRIVATE SYSTEM CONTINGENCY

☐ NOT APPLICABLE.

☐ WAIVED. Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval for the installation of an individual sewage system. BUYER WAIVES THIS RIGHT AND agrees to the RELEASE as set forth in paragraph 9 of this addendum.

☐ ELECTED. This sale is contingent upon Buyer obtaining, within _____ days of the execution of this Agreement, municipal approval for the installation of an individual sewage system. Buyer shall pay all costs associated with the application for approval, including but not limited to, any fees and percolation test expenses. In the event Buyer is unable to secure approval for an individual sewage system, Buyer will either:

A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR

B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

Buyer Initials:

Seller Initials: AHC

Exhibit "A"

160	4. ZONING APPROVAL CONTINGENCY	160
161	<input type="checkbox"/> NOT APPLICABLE.	161
162	<input type="checkbox"/> WAIVED. Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval	162
163	for the intended use of the Property. BUYER WAIVES THIS RIGHT AND agrees to the RELEASE as set forth in para-	163
164	graph 9 of this addendum.	164
165	<input type="checkbox"/> ELECTED.	165
166	(A) This sale is contingent on Buyer receiving zoning approval, or variance, or special exception from _____	166
167	_____ (municipality) to use the Property as a _____ (proposed use).	167
168	(B) Application for the approval (or variance/special exception) shall be made within _____ days of the execution of	168
169	this Agreement of Sale. Buyer will pay for applications, legal representation, and any other costs associated with obtaining	169
170	approval.	170
171	(C) If the municipality requires the application to be signed by the current owner, Seller agrees to do so.	171
172	(D) If approval is not obtained by _____, this Agreement of Sale will be NULL and VOID, in which case all	172
173	deposit monies paid on account will be promptly returned to Buyer.	173
174		174
175	5. PROPERTY CONDITION	175
176	(A) Seller represents that Seller has no knowledge of whether:	176
177	1. The Property has been contaminated by any substance in any manner which requires remediation;	177
178	2. The Property contains any wetlands, flood plains, or any other environmentally sensitive areas, development of which is	178
179	limited or precluded by law;	179
180	3. The Property contains asbestos or polychlorinated byphenyls or any other substance, the removal or disposal of which	180
181	is subject to any law or regulation;	181
182	4. Any law has been violated in the handling or disposing of any material waste or the discharge of any material into the	182
183	soil, air, surface water, or ground water.	183
184	5. The Property contains underground fuel or liquid storage tanks.	184
185	EXCEPTION: _____	185
186		186
187	(B) Seller and Buyer acknowledge that Broker:	187
188	1. Is a licensed real estate broker;	188
189	2. Is not an expert in construction, engineering, or environmental matters; and	189
190	3. Has not made and shall not make any representations or warranties nor conduct investigations of the environmental con-	190
191	dition or suitability of the Property, or any adjacent property, including whether:	191
192	a. The Property has been contaminated by any substance in any manner that requires remediation;	192
193	b. The Property contains wetlands, flood plains, or any other environmentally sensitive areas, the development of	193
194	which is limited or precluded by law;	194
195	c. The Property contains asbestos or polychlorinated biphenyls or any other substance, the removal or disposal of	195
196	which is subject to any law or regulation;	196
197	d. Any law has been violated in the handling or disposing of any material waste or the discharge of any material into	197
198	the soil, air, surface water, or ground water;	198
199	e. The Property contains underground fuel or liquid storage tanks.	199
200	(C) ENVIRONMENTAL AUDIT/INSPECTION CONTINGENCY	200
201	<input checked="" type="checkbox"/> NOT APPLICABLE.	201
202	<input checked="" type="checkbox"/> WAIVED. Buyer understands that Buyer has the right to request audits and inspections of the Property. BUYER WAIVES	202
203	THIS RIGHT and agrees to the RELEASE set forth in paragraph 9 of this addendum. Buyer reserves the right to make a pre-	203
204	settlement inspection of the Property.	204
205	<input type="checkbox"/> ELECTED. Within _____ days of the execution of this Agreement, Buyer has the right, at Buyer's expense, to have	205
206	the following audits or inspections completed by a licensed or otherwise qualified professional: (check the inspections that	206
207	Buyer will order)	207
208	<input type="checkbox"/> Environmental Hazards (e.g., asbestos, lead, heavy metals, polychlorinated biphenyls, etc.)	208
209	<input type="checkbox"/> Underground Storage Tanks	209
210	<input type="checkbox"/> Flood Plain Verification	210
211	<input type="checkbox"/> Wetlands Verification	211
212	<input type="checkbox"/> Specific Property Inspection limited to _____	212
213		213
214	If Buyer is not satisfied with any condition as stated in any written report Buyer receives pursuant to the audits or inspections	214
215	obtained under this provision, Buyer will, within the time allotted for obtaining such audits or inspections:	215
216	1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 9 of	216
217	this Addendum, OR	217
218	2. Terminate the Agreement of Sale in writing to Seller or Agent for Seller, in which case all deposit monies paid on account	218
219	will be promptly returned to Buyer and this Agreement of Sale will be NULL and VOID. Buyer's FAILURE TO	219
220	TERMINATE THIS AGREEMENT IN WRITING within the allotted time constitutes a WAIVER of this contingency,	220
221	and all other provisions of this Agreement of Sale will remain in full force and effect. In such case, Buyer agrees to the	221
222	RELEASE as set forth in paragraph 9 of this Addendum.	222
223		223
224	6. FARMLAND AND FOREST LAND ASSESSMENT ACT (CLEAN AND GREEN)	224
225	<input type="checkbox"/> NOT APPLICABLE. No portion of this Property is preferentially assessed for tax purposes under the provisions of the Penn-	225
226	sylvania Farmland and Forest Land Assessment Act of 1974, also known as the Clean and Green Program.	226
227	<input type="checkbox"/> APPLICABLE. The Property, or a portion of it, is preferentially assessed for tax purposes under the provisions of the	227
228	Pennsylvania Farmland and Forest Land Assessment Act of 1974, also known as the Clean and Green Program.	228
229	A. Seller will submit notice of this sale and any proposed changes in the use of Seller's remaining enrolled property to the	229
230	county assessor 30 days before the transfer of title to Buyer.	230
231	B. Buyer will submit notice of any proposed changes Buyer intends to make in the use of the Property Buyer is purchasing	231
232	under this Agreement of Sale to the county assessor 30 days prior to undertaking such change.	232
233		233
234		234
235		235
236		236
237		237
238		238
239		239
240	Buyer Initials: <u>BA</u>	240
	Page 3 of 4	
	Exhibit "A"	
	Seller Initials: <u>AHC</u>	

- C. Buyer and Seller acknowledge that the sale of the Property may result in the loss of program enrollment and the loss of preferential tax assessment for the Property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid under the program and the taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year that the Property was enrolled in the program, limited to the past seven years.
- D. Buyer and Seller have been advised of the need to determine the tax implications that will or may result from the sale of the Property to Buyer or that may result in the future as a result of any change in use of the Property or the land from which it is being separated by contacting the county tax assessment office before the execution of this Agreement of Sale and this Addendum.

7. COAL NOTICE

- ☐ NOT APPLICABLE.
☐ APPLICABLE.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS 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 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. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 684.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

8. MEDIATION

- ☒ NOT AVAILABLE.
☐ WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.
☐ ELECTED.
- (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement of Sale through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.
- (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System.
- (C) This agreement to mediate disputes arising from this Agreement shall survive settlement.

9. RELEASE — Buyer hereby releases, quit claims and forever discharges SELLER, ALL AGENTS, their SUBAGENTS, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of environmental hazards, any deficiencies in the on-site water service system, or any defects or conditions on the Property. This release shall survive settlement.

All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

By signing this addendum, Buyer and Seller acknowledge that they have read and understand the notices and explanatory information regarding property condition inspections set forth on the back of this form.

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

BUYER

BUYER

BUYER

SELLER

SELLER

SELLER

DATE

DATE

DATE

DATE

DATE

DATE

AGENT

BY

DATE

AGENT

BY

DATE

Exhibit "A"

AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-SB Residential

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR)

AGENT FOR SELLER

Medred Realty Association
RR 8 Box 22
DuBois, Pa. 15801
PA. LICENSED BROKER

SUBAGENT FOR SELLER

PA. LICENSED BROKER

1. **This Agreement**, dated July 7 2000
between Katrina Christian and Alice Corle
865 Arlington Ave 1505 After St.
(Address St Paul Mn. 55117-3311 Waddell Gardens Beuford, SC
Zip 29902) called Seller, and

Joseph P. Valigorsky
(Address 902 Chestnut Avenue
DuBois, Pa. 15801 Zip Code 15801) called Buyer.

2. **PROPERTY (7-96)** Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
70 Acres as per survey vacant Land Major portion in Sandy Twp. (portion
in DuBois) 128-004-54 in the Township of Sandy
County of Clearfield in the Commonwealth of Pennsylvania, Zip Code 15801

Identification (Tax ID#, Parcel #, Deed Book, Page, Recording Date) Jan 24, 2000 128-004-54
Zoning Classification Instrument Number 20001093

Failure of this Agreement to contain the zoning classification (except in cases where the property, (and each parcel thereof, if subdivided) is zoned solely or primarily to permit single-family dwellings) shall render this Agreement voidable at the option of the Buyer, and if voided, any deposits tendered by the Buyer shall be returned to the Buyer without any requirement for court action.

3. **TERMS (7-96)** (A) Purchase Price Seventy Five Thousand

Dollars
which shall be paid to Seller by Buyer as follows:

(B) Cash or check at signing this Agreement: \$10,000
(C) Cash or check to be paid on or before: \$
(D) \$
(E) Cash, cashier's or certified check at time of settlement: \$65,000

TOTAL \$75,000

(F) Written approval of Seller to be on or before: 7/28 2000

(G) Settlement to be made on or before: 8/28 2000

(H) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here.

(I) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here.

(J) The following shall be apportioned pro-rata as of and at time of settlement: taxes as levied and assessed; rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; waste and/or sewer rents, if any; together with any other lienable municipal services, unless otherwise stated here.

4. **FIXTURES AND PERSONAL PROPERTY (7-96)**

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing, heating, lighting fixtures (including chandeliers); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; unpotted trees; shrubbery and plantings; any remaining heating and cooling fuels stored on the Property at the time of settlement; wall to wall carpeting; shades, blinds, window covering hardware, built-in appliances; built-in appliances; and the range/oven unless otherwise stated.

Also included:

(B) EXCLUDED fixtures and items:

5. **SPECIAL CLAUSES (7-96)**

(A) Buyer and Seller acknowledge having received a statement of their respective estimated closing costs before signing this Agreement of Sale.

(B) ☐ Buyer acknowledges receipt of the Deposit Money Notice (only applicable for cooperative sales).

☐ Buyer acknowledges receipt of Seller's Property Disclosure Statement.

(C) The following are a part of this Agreement if checked:

☐ Addendum "A" (PAR Form A-6) ☐ Sale of Tenant-Occupied Property Addendum

☐ Agent's Services Disclosure (PAR Form ASD-6) ☐ (PAR Form TOP-6)

☐ Sale & Settlement of Other Property ☐ Vacant Land Sale Addendum (PAR Form VL-6)

☐ Contingency Addendum (PAR Form 130-6) ☐ Zoning Approval Addendum (PAR Form ZA-6)

☐ Sale & Settlement of Other Property with Right to ☐ Vacant Land addendum included

☐ Continue Marketing Contingency Addendum ☐ Land exchange addendum

(PAR Form 131-6)

Exhibit "B"

to the Seller's benefit, and the execution of this Agreement, that no public improvement, condominium or other improvement, or assessment, or other charge, or other notice by any government or public authority, has been or shall be levied, assessed, or otherwise specified herein.

(B) Seller will be responsible for any notice of improvements or assessments received on or before the execution of this Agreement, unless improvements consist of sewer or water lines not in use.

(C) Buyer will be responsible for any written notice served upon Seller after the execution of this Agreement and for the payment thereafter of any public improvement and condominium or homeowner association assessments, excluding regularly imposed association fees (incorporated in paragraph 3J).

(D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(E) If required by law, Seller shall deliver to Buyer on or before settlement, a certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances.

7. TITLE, SURVEYS, AND COSTS (7-96)

(A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER, the following existing building restrictions, ordinances, easements of roads, easements visible upon the ground, privileges or rights of public service companies, if any, otherwise the title to the above described real estate shall be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.

(B) In the event the Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company, subject to aforesaid, Buyer shall have the option of taking such title as the Seller can give without abatement of price or of being repaid all monies paid by Buyer to Seller on account of the purchase price and the Seller will reimburse the Buyer for any costs incurred by Buyer for those items specified in paragraph 7(D) and in paragraph 7(E) items (1), (2), (3), and in the latter event there shall be no further liability or obligation on either of the parties hereto and this Agreement shall become NULL AND VOID and all copies will be returned to Agent for Seller for cancellation.

(C) Formal tender of an executed deed and purchase money is hereby waived.

(D) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the Property (or the correction thereof) shall be secured and paid for by the Seller. However, any survey or surveys desired by the Buyer or required by the mortgage lender shall be secured and paid for by the Buyer.

(E) Buyer will pay for the following: (1) the premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any, (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any, (3) Appraisal fees and charges paid in advance to mortgage lender, if any, (4) Buyer's normal settlement costs and accruals.

8. DEPOSIT AND RECOVERY FUND (4-93)

(A) Deposits paid by Buyer within 30 days of settlement shall be by cashier's or certified check. Deposits, regardless of the form of payment and the person designated as payee, shall be paid to Agent for Seller who shall retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Agent for Seller may, at his or her sole option, hold any uncashed check tendered as a deposit pending the acceptance of this offer. In the event of litigation for the return of deposit monies, Agent for Seller will distribute the monies pursuant to a final order of court or the written agreement of the parties. Buyer and Seller agree that, in the event any Agent and/or Subagent herein is joined in litigation for the return of deposit monies, the Agent's and/or Subagent's attorneys fees and costs will be paid by the party joining the Agent or Subagent.

(B) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

9. POSSESSION (7-96)

(A) Possession is to be delivered by deed, keys and physical possession to a vacant building (if any) broom clean, free of debris at day and time of settlement, or by deed and assignment of existing lease(s), together with any security deposits and interest, at time of settlement if Property is tenant occupied at the execution of this Agreement, or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of signing of this Agreement of Sale, if Property is tenant occupied.

(B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without expressed written consent of the Buyer.

10. MAINTENANCE AND RISK OF LOSS (7-96)

(A) Seller shall maintain the Property, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.

(B) Buyer reserves the right to make a pre-settlement inspection of the Property.

(C) Seller shall bear risk of loss from fire or other casualties until time of settlement. In the event of damage to any property included in this sale by fire or other casualties, not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and receiving all monies paid on account of or accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this property as of the time of the execution of this Agreement.

11. RECORDING (3-85) This Agreement shall not be recorded in the Office of the Recording of Deeds or in any other office or place of public record and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

12. ASSIGNMENT (3-85) This Agreement shall be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer shall not transfer or assign this Agreement without the written consent of Seller.

13. DEFAULT TIME OF THE ESSENCE (1-79) The said time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement. Should Buyer:

(A) Fail to make any additional payments as specified in paragraph 3, or

(B) Furnish false or incomplete information to the Seller, Agent for Seller or the mortgage lender, concerning the Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment, or

(C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement,

then in such case, all deposit monies and other sums paid by the Buyer on account of the purchase, whether required by this Agreement or not, may be retained by the Seller: (1) On account of the purchase, or (2) As monies to be applied to Seller's damages, or (3) As liquidated damages for such breach, as Seller may elect, and in the event that Seller elects to retain the monies as liquidated damages in accordance with paragraph 13(3), Seller shall be released from all liability or obligations and this Agreement shall be NULL AND VOID and all copies will be returned to Agent for Seller for cancellation.

14. AGENTS (3-85) It is expressly understood and agreed between the parties that the named Agent, Broker, and any Subagent, Broker and their salespeople, employees, officers and/or partners, are Agent(s) for Seller, not Buyer, however, the Agent(s) may perform services for Buyer in connection with financing, insurance and document preparation.

15. REPRESENTATIONS (4-94)

(A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Agents or their employees are not a part of this Agreement, unless expressly incorporated or stated in this Agreement.

(B) It is understood that Buyer has inspected the Property (including fixtures and any personal property specifically scheduled herein), or hereby waives the right to do so, and has agreed to purchase it in its present condition. Buyer acknowledges that the Agents have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(C) It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement shall not be altered, amended, changed, or modified except in writing executed by the parties.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this Agreement of Sale, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

WITNESS

WITNESS

WITNESS

BUYER

BUYER

BUYER

(SEAL)

DATE

7-26-00

(SEAL)

DATE

(SEAL)

DATE

Seller hereby approves the above contract this

day of

A.D. 19

WITNESS

WITNESS

WITNESS

SELLER

SELLER

SELLER

(SEAL)

DATE

7-26-00

(SEAL)

DATE

(SEAL)

DATE

Exhibit "B"

1 **PROPERTY** 70 Acres Instrument No. 20001093

2 **SELLER:** Katrine Christian and Alice Corle

3 **BUYER:** Joseph P. Valigorsky

4 **DATE OF AGREEMENT:** July 7 2000

5
6 **1. FINANCING CONTINGENCY**

7 ☒ **WAIVED.** This sale IS NOT contingent on financing.

8 ☐ **ELECTED.** This sale IS contingent upon financing as follows.

9 (A) Financing terms required by Buyer.

10 Amount of loan \$ _____, Term _____ years

11 Type _____

12 Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to
13 exceed a maximum interest rate of _____%. The maximum interest rate provision of this contingency shall be deemed
14 satisfied if a lender makes available to Buyer the right to guarantee an interest rate at or below the Maximum Interest Rate
15 specified herein.

16 (B) Within ten (10) days of the execution of this Agreement, Buyer shall make a completed, written financing application to a
17 responsible lending institution through the office of Agent for Buyer, if any, otherwise through the office of Subagent for
18 Seller, if any, or the office of Agent for Seller, who, for the purposes of negotiating for the said loan, shall be considered
19 the Agent for Buyer.

20 (C) 1. Buyer will, upon receipt of a financing commitment, promptly provide a copy to Seller, Agent and/or Subagent, if any.

21 2. Financing commitment date _____ 19____. If a written commitment is not received by the
22 above date, Buyer agrees to extend the commitment date until Seller terminates this Agreement in writing.

23 3. Should the financing commitment:

24 (a) not be valid until the date of settlement, or

25 (b) be conditioned upon the sale and settlement of any other property, or

26 (c) contain any other condition not specified in this Agreement,

27 Seller has the option to terminate this Agreement in writing.

28 4. In the event that Seller terminates this Agreement as specified in paragraphs 1(C) 3(b) or (c), OR if Seller does not termi-
29 nate the Agreement and one of the following occurs:

30 (a) the financing commitment is not obtained by or valid until the date of settlement, or

31 (b) the financing commitment is conditioned upon the sale and settlement of any other property which do not occur
32 by the date of settlement, or

33 (c) the financing commitment contains any other condition not specified in this Agreement which Buyer is unable to
34 satisfy by the date of settlement,

35 Buyer shall not be required to purchase the Property and all deposit monies paid on account shall be returned to Buyer,
36 except any premiums for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR
37 any premiums for insurance related to the Property, insurance binder charges or cancellation fee, if any; AND/OR any
38 appraisal fees and charges paid in advance to the lender, if any.

39 (D) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers and/or Buyer as may be required by
40 the lending institutions or insuring agencies.

41
42 **2. STATUS OF WATER**

43 (A) Seller represents that this property is served by:

44 ☐ Public Water

☐ Connected

☐ Not Connected

45 ☐ On-site Water

☐ Connected

☐ Not Connected

46 ☐ Community Water

☐ Connected

☐ Not Connected

47 ☒ None

48 ☐ _____

49 **(B) ON-SITE WATER SERVICE INSPECTION CONTINGENCY**

50 ☐ NOT APPLICABLE.

51 ☒ **WAIVED.** Buyer acknowledges that Buyer has the right to request an on-site water service inspection of the Property. BUYER
52 WAIVES THIS RIGHT AND agrees to the RELEASE as set forth in paragraph 9 of this addendum.

53 ☐ **ELECTED.**

54 1. Buyer has the right, within _____ days of the execution of this Agreement and at Buyer's expense, to deliver
55 to Agent for Seller, if any, otherwise to Seller, a written inspection report by a qualified, professional water testing com-
56 pany of the quality and quantity of the on-site water service. If Buyer fails to deliver this report within the allotted time,
57 then Buyer waives all rights to an on-site water service inspection as set forth in this paragraph and agrees to the
58 RELEASE in paragraph 9 of this addendum.

59 2. If the report reveals that the water does not meet the minimum standard of all applicable governmental authorities and
60 fails to satisfy the requirements for quality and/or quantity set by the lender, then Seller shall, within
61 days of receipt of the report, notify Buyer in writing that Seller will either:

62 a. Upgrade the water service to the minimum acceptable levels, before settlement, OR

63 b. Not upgrade the water service.

64 3. If Seller chooses not to correct the defects, Buyer will, within _____ days of Seller's notice not to cor-
65 rect, either:

66 a. Accept the Property and the water service and, if required by the lender or any governmental authority, upgrade the
67 water service at Buyer's sole expense prior to settlement or within the time required by the lender or any govern-
68 mental authority, and agree to the RELEASE set forth in paragraph 9 of this addendum, OR

69 b. Terminate this Agreement, in which case all deposit monies paid on account will be promptly returned to BUYER
70 and this Agreement of Sale will be NULL and VOID.

76 Buyer Initials: [Signature]

Page 1 of 4

Seller Initials: AC

Exhibit "B"

(C) ON-SITE WATER SERVICE APPROVAL CONTINGENCY

☐ NOT APPLICABLE.

☒ WAIVED. Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval for the installation of a well. BUYER WAIVES THIS RIGHT AND agrees to the RELEASE as set forth in paragraph 9 of this addendum.

☐ ELECTED. This sale is contingent upon Buyer obtaining, within _____ days of the execution of this Agreement, municipal approval for the installation of a well. Buyer shall pay all costs associated with the application for approval, including but not limited to, any municipal fees and test expenses. In the event Buyer is unable to secure approval for well installation, Buyer will either:

A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR

B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

3. STATUS OF SEWER

(A) SEWAGE SYSTEM (Notices pursuant to the Pennsylvania Sewage Facilities Act)

CHECK ONLY IF APPLICABLE:

☐ NOTICE: THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing an agreement of sale, Buyer should contact _____

(local authority for administering the Act) to determine the procedure and requirements for obtaining a permit for an individual sewage system.

CHECK ONLY IF APPLICABLE:

☐ NOTICE: THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

CHECK ONLY IF APPLICABLE:

☐ NOTICE: THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE. Pursuant to Section 7.1 of the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

ANNUAL COST OF MAINTAINING HOLDING TANK:

YEAR COMMENCING:

COST:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CHECK ONLY IF APPLICABLE:

☐ NOTICE: THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND SEWAGE FACILITIES WILL NOT BE AVAILABLE.

CHECK ONLY IF APPLICABLE:

☐ NOTICE: AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION.

(B) PUBLIC SYSTEM CONTINGENCY

☐ NOT APPLICABLE.

☒ WAIVED. Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval for the connection of the Property to municipal sewer lines. BUYER WAIVES THIS RIGHT and agrees to the RELEASE as set forth in paragraph 9 of this addendum.

☐ ELECTED. This sale is contingent upon Buyer obtaining, within _____ days of the execution of this Agreement, municipal approval for the connection of the Property to municipal sewer lines. Buyer shall pay all costs associated with the application for approval, including but not limited to, any municipal fees and test expenses. In the event Buyer is unable to secure approval for sewer connection, Buyer will either:

A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR

B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

(C) PRIVATE SYSTEM CONTINGENCY

☐ NOT APPLICABLE.

☒ WAIVED. Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval for the installation of an individual sewage system. BUYER WAIVES THIS RIGHT AND agrees to the RELEASE as set forth in paragraph 9 of this addendum.

☐ ELECTED. This sale is contingent upon Buyer obtaining, within _____ days of the execution of this Agreement, municipal approval for the installation of an individual sewage system. Buyer shall pay all costs associated with the application for approval, including but not limited to, any fees and percolation test expenses. In the event Buyer is unable to secure approval for an individual sewage system, Buyer will either:

A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR

B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

Buyer Initials:

Exhibit "B"

Seller Initials:

☐ NOT APPLICABLE.

☒ WAIVED. Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval for the intended use of the Property. BUYER WAIVES THIS RIGHT AND agrees to the RELEASE as set forth in paragraph 9 of this addendum.

☐ ELECTED.

(A) This sale is contingent on Buyer receiving zoning approval, or variance, or special exception from _____ (municipality) to use the Property as a _____ (proposed use).

(B) Application for the approval (or variance/special exception) shall be made within _____ days of the execution of this Agreement of Sale. Buyer will pay for applications, legal representation, and any other costs associated with obtaining approval.

(C) If the municipality requires the application to be signed by the current owner, Seller agrees to do so.

(D) If approval is not obtained by _____, this Agreement of Sale will be NULL and VOID, in which case all deposit monies paid on account will be promptly returned to Buyer.

5. PROPERTY CONDITION

(A) Seller represents that Seller has no knowledge of whether:

1. The Property has been contaminated by any substance in any manner which requires remediation;
2. The Property contains any wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law;
3. The Property contains asbestos or polychlorinated byphenyls or any other substance, the removal or disposal of which is subject to any law or regulation;
4. Any law has been violated in the handling or disposing of any material waste or the discharge of any material into the soil, air, surface water, or ground water.
5. The Property contains underground fuel or liquid storage tanks.

EXCEPTION: _____

(B) Seller and Buyer acknowledge that Broker:

1. Is a licensed real estate broker;
2. Is not an expert in construction, engineering, or environmental matters; and
3. Has not made and shall not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property, or any adjacent property, including whether:
 - a. The Property has been contaminated by any substance in any manner that requires remediation;
 - b. The Property contains wetlands, flood plains, or any other environmentally sensitive areas, the development of which is limited or precluded by law;
 - c. The Property contains asbestos or polychlorinated biphenyls or any other substance, the removal or disposal of which is subject to any law or regulation;
 - d. Any law has been violated in the handling or disposing of any material waste or the discharge of any material into the soil, air, surface water, or ground water;
 - e. The Property contains underground fuel or liquid storage tanks.

(C) ENVIRONMENTAL AUDIT/INSPECTION CONTINGENCY

☐ NOT APPLICABLE.

☒ WAIVED. Buyer understands that Buyer has the right to request audits and inspections of the Property. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth in paragraph 9 of this addendum. Buyer reserves the right to make a pre-settlement inspection of the Property.

☐ ELECTED. Within _____ days of the execution of this Agreement, Buyer has the right, at Buyer's expense, to have the following audits or inspections completed by a licensed or otherwise qualified professional: (check the inspections that Buyer will order)

- ☐ Environmental Hazards (e.g., asbestos, lead, heavy metals, polychlorinated biphenyls, etc.)
- ☐ Underground Storage Tanks
- ☐ Flood Plain Verification
- ☐ Wetlands Verification
- ☐ Specific Property Inspection limited to _____

If Buyer is not satisfied with any condition as stated in any written report Buyer receives pursuant to the audits or inspections obtained under this provision, Buyer will, within the time allotted for obtaining such audits or inspections:

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR
2. Terminate the Agreement of Sale in writing to Seller or Agent for Seller, in which case all deposit monies paid on account will be promptly returned to Buyer and this Agreement of Sale will be NULL and VOID. Buyer's FAILURE TO TERMINATE THIS AGREEMENT IN WRITING within the allotted time constitutes a WAIVER of this contingency, and all other provisions of this Agreement of Sale will remain in full force and effect. In such case, Buyer agrees to the RELEASE as set forth in paragraph 9 of this Addendum.

6. FARMLAND AND FOREST LAND ASSESSMENT ACT (CLEAN AND GREEN)

☒ NOT APPLICABLE. No portion of this Property is preferentially assessed for tax purposes under the provisions of the Pennsylvania Farmland and Forest Land Assessment Act of 1974, also known as the Clean and Green Program.

☐ APPLICABLE. The Property, or a portion of it, is preferentially assessed for tax purposes under the provisions of the Pennsylvania Farmland and Forest Land Assessment Act of 1974, also known as the Clean and Green Program.

A. Seller will submit notice of this sale and any proposed changes in the use of Seller's remaining enrolled property to the county assessor 30 days before the transfer of title to Buyer.

B. Buyer will submit notice of any proposed changes Buyer intends to make in the use of the Property Buyer is purchasing under this Agreement of Sale to the county assessor 30 days prior to undertaking such change.

Buyer Initials: W

Seller Initials: AC

- C. Buyer and Seller acknowledge that the sale of the Property may result in the loss of program enrollment and the loss of preferential tax assessment for the Property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid under the program and the taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year that the Property was enrolled in the program, limited to the past seven years.
- D. Buyer and Seller have been advised of the need to determine the tax implications that will or may result from the sale of the Property to Buyer or that may result in the future as a result of any change in use of the Property or the land from which it is being separated by contacting the county tax assessment office before the execution of this Agreement of Sale and this Addendum.

7. COAL NOTICE

- ☐ NOT APPLICABLE.
☒ APPLICABLE.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS 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 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. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 684.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

8. MEDIATION

- ☒ NOT AVAILABLE.
☐ WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.
☐ ELECTED.
- (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement of Sale through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.
- (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System.
- (C) This agreement to mediate disputes arising from this Agreement shall survive settlement.

9. RELEASE — Buyer hereby releases, quit claims and forever discharges SELLER, ALL AGENTS, their SUBAGENTS, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of environmental hazards, any deficiencies in the on-site water service system, or any defects or conditions on the Property. This release shall survive settlement.

All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

By signing this addendum, Buyer and Seller acknowledge that they have read and understand the notices and explanatory information regarding property condition inspections set forth on the back of this form.

WITNESS	BUYER	DATE	7/7/00
WITNESS	BUYER	DATE	
WITNESS	BUYER	DATE	
WITNESS	SELLER	DATE	7-26-00
WITNESS	SELLER	DATE	
WITNESS	SELLER	DATE	

The undersigned Agents, on behalf of themselves and their brokers, agree to submit to mediation in accordance with paragraph 8 of this Addendum.

AGENT	AGENT
BY	BY
DATE	DATE

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

Form 102-6M

RE: PROPERTY 70 Acres Instrument NO 20001093

SELLER: Katrina Christian and Alice Corle


BUYER: Joseph P. Valigorsky

DATE OF AGREEMENT July 7 2000 19__

1. In addition to conveying premises described in Clearfield County Instrument NO. 20001093, Seller Katrina Christian shall convey a parcel of land consisting of approximately 5.3 acres of land assessed in Clearfield County Assessment records as Map NO. 7.2-13-3848, which premises is more particularly described in Clearfield County Deed Book Vol. 1846 Page 588. Lots
2. Buyer agrees that seller shall retain lots 4, 2 and 82 of the Meadow Brook plan of lots located in Sandy Township Clearfield County Maps No. 128-C04-426-87 (Lots 4, 2 and 82 are portion of Map No. above and are more particularly described in Clearfield County Instrument No. 20001093.

All other terms and conditions of the said agreement shall remain unchanged and in full force and effect.

Buyer	Witness	DATE
<u>[Signature]</u>	<u>Nancy Moore</u>	<u>7-10 2000</u>
WITNESS	<u>[Signature]</u>	DATE
WITNESS	<u>[Signature]</u>	DATE
WITNESS	<u>[Signature]</u>	DATE
WITNESS	SELLER	DATE
WITNESS	SELLER	DATE
WITNESS	SELLER	DATE

 **Pennsylvania Association of REALTORS®**
The Voice for Real Estate® in Pennsylvania

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GOLD- ; GREEN-BUYER'S AT TIME OF SIGNING 7/93

Exhibit "B"

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

P. JOSEPH VALIGORSKY, II, :
Plaintiff :
vs. : No. 02 - 45 C.D.
KATRINA CHRISTIAN; JOEL W. : IN EQUITY
THOMAS, SR., and SANDRA D. :
THOMAS, husband and wife, :
Defendants :

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of July, 2003, a true and correct copy of Plaintiff's Petition for Leave to Amend Complaint was sent to DAVID P. KING, ESQ., counsel for Defendants, by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

DAVID P. KING, ESQ.
Attorney at Law
P. O. Box 1016
DuBois, PA 15801

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Plaintiff

Dated: July 31, 2003

FILED

O 1:57 PM 2003

JUL 31 2003

William A. Shaw
Prothonotary

CA

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

NO. 02-45 C.D.

Type of Case: In Equity

Type of Pleading: Motion for Leave
to Withdraw as Counsel

Filed on behalf of: Defendants

Counsel of Record for this Party:
David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801
(814) 371-3760

Supreme Court No. 22980

FILED

SEP 15 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

NO. 02-45 C.D.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

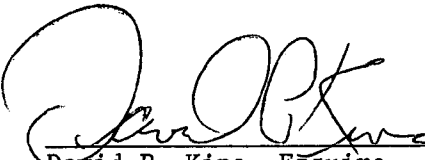
MOTION FOR LEAVE TO WITHDRAW AS COUNSEL

AND NOW, comes your Movant, David P. King, Esquire, and prays your Honorable Court for Leave to Withdraw as Counsel for KATRINA CHRISTIAN, and in support of this Motion states as follows:

1. That I am the Attorney of record for KATRINA CHRISTIAN, and JOEL W. THOMAS, SR. and SANDRA D. THOMAS, the latter who are husband and wife.
2. The said above mentioned parties are Defendants in a partition action filed at this term and number.
3. When retained as Counsel, both KATRINA CHRISTIAN, and JOEL W. THOMAS, SR. and SANDRA D. THOMAS, were in agreement as to how this matter should be defended, and what end results were mutually agreeable.
4. Notwithstanding, recently, Counsel for Plaintiff has made an offer to settle the matter. However, although the same is acceptable to JOEL W. THOMAS, SR. and SANDRA D. THOMAS, the same is not acceptable to KATRINA CHRISTIAN, and this now is contrary to the best interest of JOEL W. THOMAS, SR. and SANDRA D. THOMAS.
5. There is currently pending before this Court a Petition filed by Plaintiff for Leave to Amend their Complaint, and add a count for specific performance against KATRINA CHRISTIAN, only.

6. In light of the now opposing interest of KATRINA CHRISTIAN and JOEL W. THOMAS, SR. and SANDRA D. THOMAS, and the pending Petition to Amend Plaintiff's Complaint, Movant believes that he cannot now represent KATRINA CHRISTIAN.

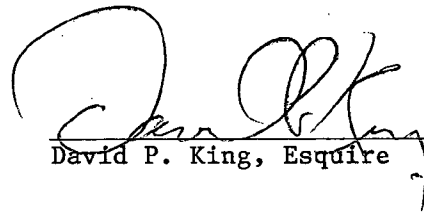
WHEREFORE, it is respectfully requested that the Court issue an appropriate Rule or Order upon KATRINA CHRISTIAN to show cause, if any, that she may have why Counsel should not be allowed to withdraw as Attorney of record for her.



David P. King, Esquire

I verify that the statements made in this Motion for Leave to Withdraw as Counsel 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.

Date: September 12, 2003



David P. King, Esquire

William A. Shaw
Prothonotary/Clerk of Courts

FILED
Dace
0/8:51-41
SEP 15 2003
Amy King

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

NO. 02-45 C.D.

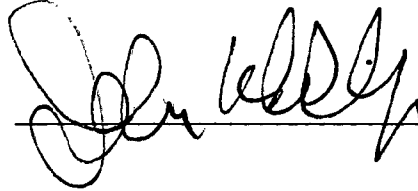
KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

RULE

AND NOW, this 15 day of September, 2003, in consideration of
the Motion of David P. King, Esquire, for Leave to Withdraw as Counsel for
KATRINA CHRISTIAN, a Rule is issued upon the Defendant, KATRINA CHRISTIAN,
to show cause, if any, why the Motion should not be granted.

Rule returnable the 26 day of September, 2003, at 8:30
o'clock A.M., in Courtroom No. 1 of the Clearfield County Courthouse,
Clearfield, Pennsylvania.

BY THE COURT:



FILED

SEP 15 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED acc
01/8/5/2011
SEP 15 2003
William A. Shaw
Prothonotary/Clerk of Courts
King

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

NO. 02-45 C.D.

Type of Case: Equity

Type of Pleading: Praecipe for
Withdrawal of Counsel

Filed on behalf of: Katrina
Christian

FILED

SEP 26 2003

0/8:35/145
William A. Shaw

Prothonotary-Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

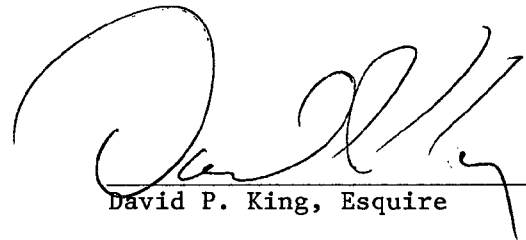
KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

:
:
:
: NO. 02-45 C.D.
:
:
:
:

PRAECIPE

TO THE PROTHONOTARY:

In accordance with the Order of Court filed contemporaneously
herewith, withdraw my appearance on behalf of the Defendant, KATRINA
CHRISTIAN, in the above matter.



David P. King, Esquire

FILED

SEP 26 2003

William A. Shaw
Prothonotary/Clerk of Courts

A handwritten signature in black ink, appearing to be 'W.A. Shaw', written over the printed name and title.

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

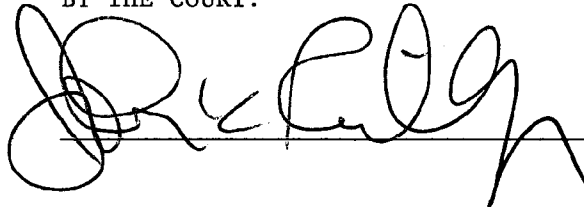
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NO. 02-45 C.D.

ORDER

AND NOW, this 26th day of September, 2003, in consideration of the Motion of Counsel, David P. King, for Leave to Withdraw as Attorney for KATRINA CHRISTIAN, said KATRINA CHRISTIAN being served with such Motion for Leave to Withdraw and this Court's Rule scheduling a Hearing today, and with opposing Counsel not objecting to such Withdrawal, it is the Order of this Court that said Motion is granted, and David P. King shall upon his Praecipe no longer be Attorney of Record for her.

BY THE COURT:



FILED

SEP 26 2003
018:40/123
William A. Shaw
Prothonotary/Clerk of Courts
1 CENT TO ATT

FILED

SEP 26 2003

William A. Shaw
Prothonotary/Clerk of Courts

Copy to CA *[Signature]*

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

No. 02-45, C.D.

Type of Case:
Equity

Type of Pleading:
**PRAECIPE FOR
APPEARANCE**

Filed on behalf of:
Katrina Christian

Counsel of Record for this
Party:
Anthony S. Guido, Esq.
Supreme Court No. 05877
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

FILED

OCT 07 2003

m/11:20/11
William A. Shaw

Prothonotary/Clerk of Courts

1 cent to Att

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

No. 02-45, C.D.

KATRINA CHRISTIAN, JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

PRAECIPE FOR APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance in the above captioned matter for
KATRINA CHRISTIAN, Defendant.

HANAK, GUIDO AND TALADAY, by:



Anthony S. Guido
Attorney for Katrina Christian

CERTIFICATE OF SERVICE

I do hereby certify that on the 30th day of September, 2003, a true and correct copy of the within Praecipe for Appearance was served upon the following by first class mail, postage prepaid, to:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
One North Franklin Street
P. O. Box 505
DuBois, PA 15801

David P. King, Esq.
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801



Anthony S. Guido

FILED

OCT 07 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

No. 02-45, C.D.

Type of Case: .
Equity

Type of Pleading:
**PETITION FOR
REMOVAL OF COUNSEL**

Filed on behalf of:
Katrina Christian

Counsel of Record for this
Party:
Anthony S. Guido, Esq.
Supreme Court No. 05877
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

FILED

OCT 07 2003

m/11:00/1m
William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO ATTY

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

No. 02-45, C.D.

KATRINA CHRISTIAN, JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

PETITION FOR REMOVAL OF COUNSEL

AND NOW, comes the Defendant, KATRINA CHRISTIAN, by and through her attorneys, HANAK, GUIDO AND TALADAY, and hereby presents the following Petition for Removal of Counsel as follows:

1. Your Petitioner, Katrina Christian, ("Christian") is a named Defendant in the above entitled action.
2. The subject action involves a partition of certain premises of which Katrina Christian is a one-half (1/2) owner or in the alternative a claim for specific performance for the conveyance of said property to the Plaintiff, P. J. Valigorsky, II.
3. The Plaintiff's counsel, Gleason, Cherry and Cherry, has a conflict of interest with regard to these proceedings as follows:
 - (a) The land which is involved in these proceedings was owned by Elizabeth VanTassel, the mother of Christian. Elizabeth VanTassel died on the 9th day of January, 1994, and the law firm of Gleason, Cherry and Cherry represented the estate of Elizabeth VanTassel;

(b) Paula Cherry, Esq., a partner of the Gleason, Cherry and Cherry law firm, assisted Christian in the resolution of real estate interest of the estate, including the property which is the subject of these proceedings;

(c) Paula Cherry, Esq., represented Christian in reviewing an exclusive listing agreement covering the subject property with Medred Realty Associates in July of 2000. Attached hereto and dated July 7, 2000, is a letter from Medred Realty Associates to Christian advising Christian that Paula Cherry, Esq., had reviewed the subject exclusive listing agreement;

(d) In the year 2000, the DuBois Area Catholic Schools, Inc., was interested in purchasing the subject property and in that regard on behalf of Christian, Paula Cherry, Esq., had reviewed an option agreement with the DuBois Area Catholic Schools, Inc., which was prepared by David J. Hopkins, Esq., on behalf of DuBois Area Catholic Schools, Inc.

(e) For these services Christian paid to the firm of Gleason, Cherry and Cherry for the legal services as billed by the law firm.

(f) The law firm of Gleason, Cherry and Cherry prepared certain deeds to Christian involving the lands of her mother's estate.

4. Attached hereto are letters and documents establishing that the firm of Gleason, Cherry and Cherry represented Christian with regard to the lands involved in this case as follows:

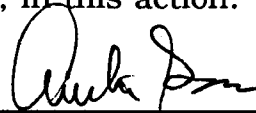
(a) Letter of Gleason, Cherry and Cherry to Ervin S. Fennell, Esq., dated February 15, 1994;

(b) Letter of Paula M. Cherry, Esq., to Katrina Christian dated June 14, 1994;

(c) Letter of Ervin S. Fennell, Esq., to Paula M. Cherry, Esq., dated June 10, 1994.

5. As a result of the above transactions, the law firm of Gleason, Cherry and Cherry has an unresolvable conflict of interest.

WHEREFORE, the Defendant, Katrina Christian, respectfully requests that your Honorable Court issue a rule upon Gleason, Cherry and Cherry, L.L.P., to show cause why that law firm should not be dismissed as counsel for the Plaintiff, P. Joseph Valigorsky, II, in this action.



Anthony S. Guido
Attorney for Katrina Christian

VERIFICATION

I, KATRINA CHRISTIAN, do hereby verify that I have read the foregoing Petition for Removal of Counsel. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Date: October 4, 2003

Katrina Christian
Katrina Christian

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

No. 02-45, C.D.

KATRINA CHRISTIAN, JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

ORDER OF COURT

AND NOW, this ____ day of _____, 2003, upon consideration of the foregoing Petition for Removal of Counsel, a rule is entered upon the law firm of Gleason, Cherry and Cherry, L.L.P., to show cause why that law firm should not be dismissed as counsel for the Plaintiff in the above entitled action for the reasons set forth in the foregoing Petition.

Said rule is returnable the ____ day of _____, 2003. Answer to this petition shall be filed by said law firm within twenty (20) days after service of this petition.

All proceedings stayed meanwhile.

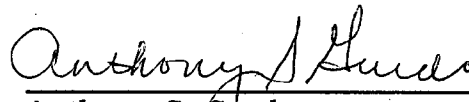
BY THE COURT:

CERTIFICATE OF SERVICE

I do hereby certify that on the 6th day of October, 2003, a true and correct copy of the within Petition for Removal of Counsel was served upon the following by first class mail, postage prepaid, to:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
One North Franklin Street
P. O. Box 505
DuBois, PA 15801

David P. King, Esq.
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801



Anthony S. Guido

LAW OFFICES
GLEASON, CHERRY AND CHERRY, P.C.
P. O. Box 505
DuBois, PENNSYLVANIA 15801-0505

TONI M. CHERRY
PAULA M. CHERRY
EDWARD V. CHERRY
1950-1990
JAMES A. GLEASON
1946-1975

ONE NORTH FRANKLIN STREET

AREA CODE 814
371-5800
FAX NUMBER
(814) 371-0936

February 15, 1994

Ervin S. Fennell, Jr., Esq.
Attorney at Law
P.O. Box 606
DuBois, PA 15801-0606

RE: **ELIZABETH VanTASSEL ESTATE**

Dear Mr. Fennell:

Our office has been contacted by Katrina VanTassel Christian with the request that we represent her interest in her mother's estate. Ms. Christian feels that since she lives quite a distance away, she would feel more comfortable having an attorney review any paperwork that may affect her interest in the estate.

Ms. Christian has asked me to request on her behalf the following:

1. Copy of Last Will and Testament of Elizabeth VanTassel.
2. Copy of the inventory of all personalty, real estate, and residue of her mother's estate with approximate values if you have the same at this point in time.

Thanking you for your kind attention to this matter and looking forward to hearing from you in the near future, we remain

Very truly yours,

GLEASON, CHERRY AND CHERRY, P.C.

By /s/ Paula M. Cherry
Paula M. Cherry

PMC:baz
cc: Ms. Katrina VanTassel Christian

TONI M. CHERRY
PAULA M. CHERRY
EDWARD V. CHERRY
1950-1990
JAMES A. GLEASON
1946-1975

June 14, 1994

Mrs. Katrina Van
1859 Walnut Street
Lauderdale, MN 55113

8862
75-1522/910

July 30 19 94

KATRINA CHRISTIAN
1859 WALNUT STREET
LAUDERDALE MN 55113

Pay to the order of *Gleason Cherry and Cherry* \$ *500.00* Dollars

Five hundred and no/100

FIRST STAR
BANK OF MINNESOTA, N.A.
ROSEVILLE OFFICE
2100 N. SNELLING AVENUE, ROSEVILLE, MN 55113

For *Katrina Christian*

⑆09⑆015224⑆64⑆77550 9⑈08862 ⑈0000050000⑈

RE: **Estate of ELIZABETH VAN TASSEL**

Dear Mrs. Christian:

Enclosed herewith is a copy of letter from Attorney Fennell in response to my request for a copy of the household inventory and to our having a separate appraisal done of the premises to be purchased by Alex. Mr. Fennell has requested that I discuss with you the possibility of coming to an independent agreement as to the value of the house and land without the necessity of an appraisal. Do you have an idea as to what figure might be acceptable to you? My feeling was that you might not be in a position to make such a determination for settlement until you have received an independent appraisal, however, if you feel differently, please advise. I will await hearing from you for instruction as to how we should proceed in this matter.

We are also enclosing herewith an invoice for a retainer to represent you in this matter which you may forward to our office at your convenience. We look forward to hearing from you.

Very truly yours,

GLEASON, CHERRY AND CHERRY, P.C.

By *Paula M. Cherry*
Paula M. Cherry

PMC:baz

Enclosures

ERVIN S. FENNELL, JR.

ATTORNEY AT LAW

(FORMERLY MAINE AND FENNELL)

228 DEPOSIT BANK BUILDING

P.O. Box 606

DuBois, Pa. 15801-0606

ERVIN S. FENNELL, JR.

ROBERT V. MAINE (1907-1982)

(814) 371-6900

FAX: (814) 371-6902

June 10, 1994

Paula M. Cherry, Esquire
Gleason, Cherry & Cherry, P.C.
P.O. Box 505
DuBois, PA 15801

Re: Elizabeth Van Tassel Estate

Dear Paula:

I have discussed your letter of June 3, 1994, with Alexander Van Tassel. Is there any possibility of reaching an independent agreement among the heirs as to the value of the house and land? If so, this would save the expense of an additional appraisal as well as the inevitable difference of opinion as to which appraisal is the more accurate. It seems to me that this would be a more rational solution to the problem as well as keeping in accordance with Mrs. Van Tassel's Last Will and Testament.

I do not have a copy of the appraisal of household items but I have requested the same from Mr. Kennedy. As soon as we receive the appraisal, I will forward a copy to you.

Please advise.

Very truly yours,


Ervin S. Fennell, Jr.

ESF:ks

cc: Alex Van Tassel
Alice H. Corle

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

No. 02-45, C.D.

Type of Case:
Equity

Type of Pleading:
**PETITION FOR
REMOVAL OF COUNSEL**

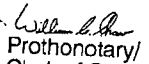
Filed on behalf of:
Katrina Christian

Counsel of Record for this
Party:
Anthony S. Guido, Esq.
Supreme Court No. 05877
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

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

OCT 07 2003

Attest.


Prothonotary/
Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

No. 02-45, C.D.

KATRINA CHRISTIAN, JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

PETITION FOR REMOVAL OF COUNSEL

AND NOW, comes the Defendant, KATRINA CHRISTIAN, by and through her attorneys, HANAK, GUIDO AND TALADAY, and hereby presents the following Petition for Removal of Counsel as follows:

1. Your Petitioner, Katrina Christian, ("Christian") is a named Defendant in the above entitled action.
2. The subject action involves a partition of certain premises of which Katrina Christian is a one-half (1/2) owner or in the alternative a claim for specific performance for the conveyance of said property to the Plaintiff, P. J. Valigorsky, II.
3. The Plaintiff's counsel, Gleason, Cherry and Cherry, has a conflict of interest with regard to these proceedings as follows:
 - (a) The land which is involved in these proceedings was owned by Elizabeth VanTassel, the mother of Christian. Elizabeth VanTassel died on the 9th day of January, 1994, and the law firm of Gleason, Cherry and Cherry represented the estate of Elizabeth VanTassel;

(b) Paula Cherry, Esq., a partner of the Gleason, Cherry and Cherry law firm, assisted Christian in the resolution of real estate interest of the estate, including the property which is the subject of these proceedings;

(c) Paula Cherry, Esq., represented Christian in reviewing an exclusive listing agreement covering the subject property with Medred Realty Associates in July of 2000. Attached hereto and dated July 7, 2000, is a letter from Medred Realty Associates to Christian advising Christian that Paula Cherry, Esq., had reviewed the subject exclusive listing agreement;

(d) In the year 2000, the DuBois Area Catholic Schools, Inc., was interested in purchasing the subject property and in that regard on behalf of Christian, Paula Cherry, Esq., had reviewed an option agreement with the DuBois Area Catholic Schools, Inc., which was prepared by David J. Hopkins, Esq., on behalf of DuBois Area Catholic Schools, Inc.

(e) For these services Christian paid to the firm of Gleason, Cherry and Cherry for the legal services as billed by the law firm.

(f) The law firm of Gleason, Cherry and Cherry prepared certain deeds to Christian involving the lands of her mother's estate.

4. Attached hereto are letters and documents establishing that the firm of Gleason, Cherry and Cherry represented Christian with regard to the lands involved in this case as follows:

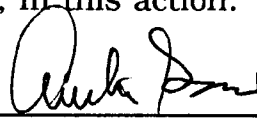
(a) Letter of Gleason, Cherry and Cherry to Ervin S. Fennell, Esq., dated February 15, 1994;

(b) Letter of Paula M. Cherry, Esq., to Katrina Christian dated June 14, 1994;

(c) Letter of Ervin S. Fennell, Esq., to Paula M. Cherry, Esq., dated June 10, 1994.

5. As a result of the above transactions, the law firm of Gleason, Cherry and Cherry has an unresolvable conflict of interest.

WHEREFORE, the Defendant, Katrina Christian, respectfully requests that your Honorable Court issue a rule upon Gleason, Cherry and Cherry, L.L.P., to show cause why that law firm should not be dismissed as counsel for the Plaintiff, P. Joseph Valigorsky, II, in this action.

A handwritten signature in dark ink, appearing to read 'Anthony S. Guido', is written over a horizontal line.

Anthony S. Guido
Attorney for Katrina Christian

VERIFICATION

I, KATRINA CHRISTIAN, do hereby verify that I have read the foregoing Petition for Removal of Counsel. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Date: October 4, 2003

Katrina Christian
Katrina Christian

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN, JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

:
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:

No. 02-45, C.D.

ORDER OF COURT

AND NOW, this ____ day of _____, 2003, upon consideration of the foregoing Petition for Removal of Counsel, a rule is entered upon the law firm of Gleason, Cherry and Cherry, L.L.P., to show cause why that law firm should not be dismissed as counsel for the Plaintiff in the above entitled action for the reasons set forth in the foregoing Petition.

Said rule is returnable the ____ day of _____, 2003. Answer to this petition shall be filed by said law firm within twenty (20) days after service of this petition.

All proceedings stayed meanwhile.


BY THE COURT:

CERTIFICATE OF SERVICE

I do hereby certify that on the 6th day of October, 2003, a true and correct copy of the within Petition for Removal of Counsel was served upon the following by first class mail, postage prepaid, to:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
One North Franklin Street
P. O. Box 505
DuBois, PA 15801

David P. King, Esq.
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801



Anthony S. Guido

LAW OFFICES
GLEASON, CHERRY AND CHERRY, P.C.
P. O. Box 505
DuBois, PENNSYLVANIA 15801-0505

TONI M. CHERRY
PAULA M. CHERRY
EDWARD V. CHERRY
1950-1990
JAMES A. GLEASON
1946-1975

ONE NORTH FRANKLIN STREET

AREA CODE 814
371-5800
FAX NUMBER
(814) 371-0936

February 15, 1994

Ervin S. Fennell, Jr., Esq.
Attorney at Law
P.O. Box 606
DuBois, PA 15801-0606

RE: ELIZABETH VanTASSEL ESTATE

Dear Mr. Fennell:

Our office has been contacted by Katrina VanTassel Christian with the request that we represent her interest in her mother's estate. Ms. Christian feels that since she lives quite a distance away, she would feel more comfortable having an attorney review any paperwork that may affect her interest in the estate.

Ms. Christian has asked me to request on her behalf the following:

1. Copy of Last Will and Testament of Elizabeth VanTassel.
2. Copy of the inventory of all personalty, real estate, and residue of her mother's estate with approximate values if you have the same at this point in time.

Thanking you for your kind attention to this matter and looking forward to hearing from you in the near future, we remain

Very truly yours,

GLEASON, CHERRY AND CHERRY, P.C.

By /s/ Paula M. Cherry
Paula M. Cherry

PMC:baz
cc: Ms. Katrina VanTassel Christian

TONI M. CHERRY
PAULA M. CHERRY
EDWARD V. CHERRY
1950-1990
JAMES A. GLEASON
1946-1975

June 14, 1994

Mrs. Katrina Van
1859 Walnut Street
Lauderdale, MN 55113

8862
75-1522/910
July 30 19 94
KATRINA CHRISTIAN
1859 WALNUT STREET
LAUDERDALE, MN 55113
Pay to the order of *Gleason Cherry and Cherry* \$ *500.00*
Five hundred and no/100 Dollars
FIRSTSTAR
BANK OF MINNESOTA, N.A.
ROSEVILLE OFFICE
2100 N. SNELLING AVENUE, ROSEVILLE, MN 55113
For *Katrina Christian*
⑆091015224⑆644 77550 9 08862 ⑆0000050000⑆

RE: Estate of ELIZABETH VAN TASSEL

Dear Mrs. Christian:

Enclosed herewith is a copy of letter from Attorney Fennell in response to my request for a copy of the household inventory and to our having a separate appraisal done of the premises to be purchased by Alex. Mr. Fennell has requested that I discuss with you the possibility of coming to an independent agreement as to the value of the house and land without the necessity of an appraisal. Do you have an idea as to what figure might be acceptable to you? My feeling was that you might not be in a position to make such a determination for settlement until you have received an independent appraisal, however, if you feel differently, please advise. I will await hearing from you for instruction as to how we should proceed in this matter.

We are also enclosing herewith an invoice for a retainer to represent you in this matter which you may forward to our office at your convenience. We look forward to hearing from you.

Very truly yours,

GLEASON, CHERRY AND CHERRY, P.C.

By *Paula M. Cherry*
Paula M. Cherry

PMC:baz

Enclosures

ERVIN S. FENNELL, JR.

ATTORNEY AT LAW

(FORMERLY MAINE AND FENNELL)

228 DEPOSIT BANK BUILDING

P.O. Box 606

DuBois, PA. 15801-0606

ERVIN S. FENNELL, JR.

ROBERT V. MAINE (1907-1982)

(814) 371-6900

FAX: (814) 371-6902

June 10, 1994

Paula M. Cherry, Esquire
Gleason, Cherry & Cherry, P.C.
P.O. Box 505
DuBois, PA 15801

Re: Elizabeth Van Tassel Estate

Dear Paula:

I have discussed your letter of June 3, 1994, with Alexander Van Tassel. Is there any possibility of reaching an independent agreement among the heirs as to the value of the house and land? If so, this would save the expense of an additional appraisal as well as the inevitable difference of opinion as to which appraisal is the more accurate. It seems to me that this would be a more rational solution to the problem as well as keeping in accordance with Mrs. Van Tassel's Last Will and Testament.

I do not have a copy of the appraisal of household items but I have requested the same from Mr. Kennedy. As soon as we receive the appraisal, I will forward a copy to you.

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Very truly yours,

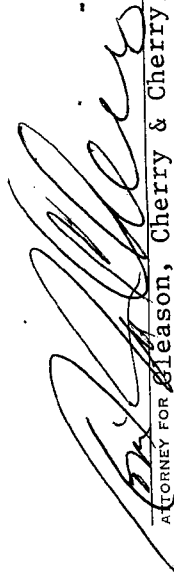


Ervin S. Fennell, Jr.

ESF:ks

cc: Alex Van Tassel
Alice H. Corle

LAW OFFICES
GLEASON, CHERRY & CHERRY, L. L. P.
P. O. Box 505
DU BOIS, PENNSYLVANIA 15801-0505
ONE NORTH FRANKLIN STREET


ATTORNEY FOR Gleason, Cherry & Cherry, L.L.P.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

: No. 02 - 45 C.D.

:

: Type of Case: EQUITY

:

: Type of Pleading: ANSWER TO PETITION
: OF KATRINA CHRISTIAN FOR
: REMOVAL OF COUNSEL

:

: FILED ON BEHALF OF: GLEASON,
: CHERRY AND CHERRY, L.L.P.

:

: COUNSEL OF RECORD FOR THIS
: PARTY:

:

: TONI M. CHERRY, ESQ.
: SUPREME COURT NO.: 30205

:

: GLEASON, CHERRY AND
: CHERRY, L.L.P.

: ATTORNEYS AT LAW
: P. O. BOX 505

: ONE NORTH FRANKLIN STREET
: DUBOIS, PA 15801

:

: (814) 371-5800

FILED

NOV 18 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

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: No. 02 - 45 C.D.
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**ANSWER TO PETITION OF KATRINA CHRISTIAN
FOR REMOVAL OF COUNSEL**

AND NOW, comes the law firm of GLEASON, CHERRY AND CHERRY, L.L.P., and answers the Petition filed by KATRINA CHRISTIAN as follows:

1. ADMITTED.

2. DENIED as stated. On the present state of the record, the subject action involves a partition of premises described therein as 70.25 acres. While it is true that Plaintiff has filed a Petition to Amend the Complaint to add a claim for specific performance to compel KATRINA CHRISTIAN to convey her interest in the said 70.25 acres less three lots plus an additional 5-acre parcel, no Order has yet been issued granting such Petition.

3. DENIED. On the contrary, Plaintiff's counsel has no conflict of interest with regard to the instant proceedings and specifically answers the averments filed by Defendant, KATRINA CHRISTIAN, as follows:

(a) ADMITTED in part and DENIED in part. It is ADMITTED that the land which is involved in these proceedings was once owned by Elizabeth VanTassel and that she

was the mother of KATRINA CHRISTIAN and that she died on January 9, 1994. All other aspects of subparagraph 3.(a) are DENIED as the law firm of Gleason, Cherry and Cherry, L.L.P., did not represent the Estate of Elizabeth VanTassel. On the contrary, the Estate of Elizabeth VanTassel was represented by Ervin Fennell, Esq.

(b) DENIED as stated. Paula Cherry, Esq., did not assist KATRINA CHRISTIAN in the resolution of any real estate interest of the Estate. On the contrary, Paula Cherry was hired by Christian in 1994 to assist her in getting information from the attorney for her mother's estate and in resolving matters involving the personalty of her mother's estate. She did not participate in any dealings with the Estate or among the siblings concerning the division of the real estate owned by the Estate. For these services, she was paid the sum of \$500.00 on July 30, 1994, as evidenced by a copy of the check attached to Defendant's Petition.

(c) DENIED. At no time did Paula Cherry represent KATRINA CHRISTIAN in reviewing an exclusive listing agreement in July of 2000 as Plaintiff, P. JOSEPH VALIGORSKY, II, had previously made an offer for the premises in early April of 2000 and a final agreement had been reached among Christian, Corle and Valigorsky in April of 2000. The said KATRINA CHRISTIAN did contact Paula Cherry to advise her that she had reached an agreement to sell the property to P. JOSEPH VALIGORSKY, II, and did ask Paula Cherry to represent her in the transaction. Paula Cherry advised her that P. JOSEPH VALIGORSKY, II, was her brother-in-law and a client of the office and that the office would be representing him in the transaction. Paula Cherry suggested to KATRINA CHRISTIAN that she secure her own counsel for the completion of the real estate transaction and KATRINA CHRISTIAN

replied that she did not believe that would be necessary. At no time did Paula Cherry represent KATRINA CHRISTIAN after she and her sister placed the property for sale with Medred Realty Associates nor did she participate in any way in the marketing of said property to P. JOSEPH VALIGORSKY, II. It was only after the agreement had been reached that she knew that P. JOSEPH VALIGORSKY, II, had made an offer on the premises and she was advised that the offer had been accepted by KATRINA CHRISTIAN when KATRINA CHRISTIAN called her to ask her to prepare the deed. Any services rendered by Paula Cherry with regard to the subject premises after April 2000 were at the behest of P. JOSEPH VALIGORSKY, II, in completing the transaction as agreed to by both Katrina Christian and Corle. At no time did Paula Cherry review any exclusive listing agreement in July of 2000 on behalf of KATRINA CHRISTIAN because she was representing P. JOSEPH VALIGORSKY, II, and he had already agreed to purchase the property on the terms demanded by KATRINA CHRISTIAN;

(d) DENIED. DuBois Area Catholic Schools, Inc., made inquiry into purchasing the subject property and KATRINA CHRISTIAN contacted Paula Cherry to review an option agreement prepared by David J. Hopkins, Esq. However, the DuBois Area Catholic Schools, Inc., advised that they were not interested in the property before Paula Cherry entered into any discussions or negotiations concerning any terms of the sale.

(e) DENIED as stated. Christian paid the law firm of Gleason, Cherry and Cherry, L.L.P., only for services rendered to her in 1994 when she needed the assistance of Paula Cherry in resolving matters concerning personalty involved in her mother's estate and paid for one deed that was prepared in 1999 at the request of Christian after she and her

siblings reached an agreement without the involvement of the firm of Gleason, Cherry and Cherry, L.L.P.

(f) DENIED as stated. The law firm of Gleason, Cherry and Cherry, L.L.P., prepared one deed from Alexander R. VanTassel and his wife to Alice H. Corle and Katrina Christian based on a directive from KATRINA CHRISTIAN after she and her siblings had privately negotiated the transfer without the aid of the law firm.

4. DENIED. On the contrary, the letters and documents attached to the Petition involve matters that took place in 1994 when Gleason, Cherry and Cherry was hired to represent Christian to resolve issues involving the distribution of the personalty of her mother's estate. The only involvement concerning any property was to inquire of Katrina if she were willing to agree to the value of the house and land without the necessity of an appraisal. However, Paula Cherry did not handle that matter as KATRINA CHRISTIAN then took care of those questions by herself through direct discussions with her siblings and Paula Cherry had no further involvement in 1994.

5. DENIED. The law firm of Gleason, Cherry and Cherry has no conflict of interest in this case as it never represented KATRINA CHRISTIAN in any negotiations with the Plaintiff, P. JOSEPH VALIGORSKY, II, for the sale of the premises which is the subject of the instant action. As soon as the law firm was notified by KATRINA CHRISTIAN that she desired their services to assist her in the transfer of the property to P. JOSEPH VALIGORSKY, II, she was advised by the law firm of its relationship with Plaintiff and that the law firm would be representing Plaintiff in the transaction.

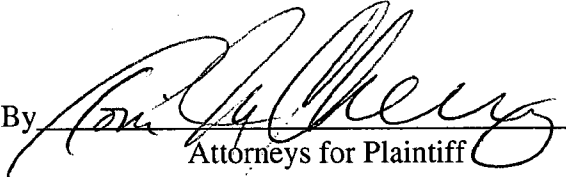
In none of its prior dealings with KATRINA CHRISTIAN, which took place years before the property was offered for sale to Plaintiff, did the law firm learn any information which could be used against KATRINA CHRISTIAN in the instant case.

A Court's authority to disqualify counsel is limited and should only be used where needed to insure that the parties receive the fair trial which due process requires. McCarthy v. Septa, 772 A.2d 987, 991 (Pa.Super. 2001) citing In re Estate of Pedrick, 505 Pa. 530, 482 A.2d 215 (1984). Nothing alleged against the law firm of Gleason, Cherry and Cherry, L.L.P., even if the same were actually true, in any way demonstrates that Defendant, KATRINA CHRISTIAN, cannot receive a fair trial before Your Honorable Court. Without that, her request for disqualification cannot be granted as Plaintiff has the right to counsel of his choice.

WHEREFORE, the undersigned respectfully requests that the Petition of Defendant, KATRINA CHRISTIAN, to have the law firm of Gleason, Cherry and Cherry, L.L.P., removed as counsel for Plaintiff be dismissed.

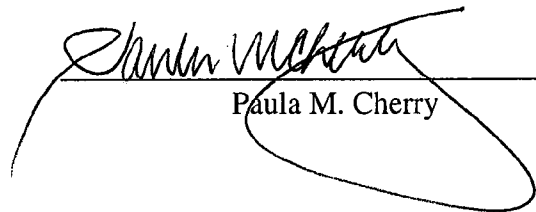
Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By  Attorneys for Plaintiff

VERIFICATION

I, PAULA M. CHERRY, partner in the law firm of Gleason, Cherry and Cherry, L.L.P., verify that the information provided in the foregoing Answer is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



Paula M. Cherry

DATED: November 18, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

:
:
:
: No. 02 - 45 C.D.
:
:

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

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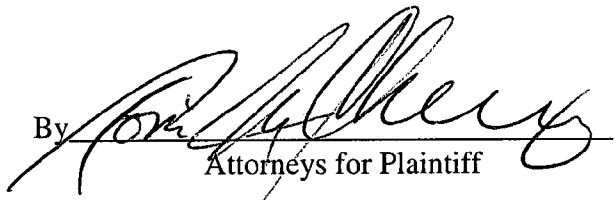
CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of November, 2003, a true and correct copy of the Answer to Petition of Katrina Christian for Removal of Counsel was sent to the following persons by mailing the same to them by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

ANTHONY S. GUIDO, ESQ.
Hanak, Guido and Taladay
Attorneys at Law
P. O. Box 487
DuBois, PA 15801

DAVID P. KING, ESQ.
Attorney at Law
P. O. Box 1016
DuBois, PA 15801

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

Dated: November 18, 2003

FILED

300

9/3: 35:04
NOV 18 2003

Att'y T. Chesney

William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

: No. 02 - 45 C.D.
:
: Type of Case: IN EQUITY
:
: Type of Pleading: PRAECIPE TO MARK
: ACTION DISCONTINUED
:
: Filed on Behalf of: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: Counsel of Record for this Party:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED

FEB 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,	:
Plaintiff	:
vs.	: No. 02 - 45 C.D.
KATRINA CHRISTIAN; JOEL W.	: IN EQUITY
THOMAS, SR., and SANDRA D.	:
THOMAS, husband and wife,	:
Defendants	:

PRAECIPE TO MARK ACTION DISCONTINUED

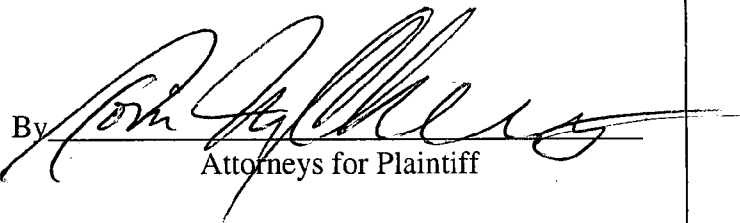
TO WILLIAM A. SHAW, PROTHONOTARY

SIR:

In accordance with Order of the Court of Common Pleas of Clearfield County, Pennsylvania, dated January 15, 2004, and entered to No. 03-1424-C.D., as evidenced by a true and correct copy of the same attached hereto and made a part hereof, Plaintiff does hereby praecipe to have the above-captioned action marked discontinued.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

Dated: February 2, 2004

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

P. JOSEPH VALIGORSKY II

:

VS.

: NO. 03-1424-CD

KATRINA CHRISTIAN

:

O R D E R

NOW, this 15th day of January, 2004, following argument into Preliminary Objections filed on behalf of Defendant above-named, it is the ORDER of this Court that said Objections shall be and are hereby dismissed upon condition that Plaintiff amend his Complaint to include all relevant writings and documents pertaining to this action; and, further, that he discontinue his legal action filed to No. 02-45-CD, all within twenty (20) days from date hereof.

BY THE COURT,

/s/ JOHN K. REILLY, JR.

John K. Reilly, Jr.
Senior Judge
Specially Presiding

I hereby certify this to be a true
and correct copy of the original
submitted for filing in this case.

JAN 16 2004

Attest:

Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,	:
Plaintiff	:
	:
vs.	: No. 02 - 45 C.D.
	:
KATRINA CHRISTIAN; JOEL W.	: IN EQUITY
THOMAS, SR., and SANDRA D.	:
THOMAS, husband and wife,	:
Defendants	:

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of February, 2004, a true and correct copy of Plaintiff's Praeipe to Mark Action Discontinued was sent to the following persons by mailing the same to them by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

ANTHONY S. GUIDO, ESQ.
Hanak, Guido and Taladay
Attorneys at Law
P. O. Box 487
DuBois, PA 15801

DAVID P. KING, ESQ.
Attorney at Law
P. O. Box 1016
DuBois, PA 15801

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

Dated: February 2, 2004

FILED
MAY 11 01 10 PM
FEB 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

Copy of Disc to CIA

1cc & Cert. of
Disc. to Atty

~~FILED~~

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

COPY

CIVIL DIVISION

P. Joseph Valigorsky II

Vs.

No. 2002-00045-CD

**Katrina Christian;
Joel W. Thomas Sr. and
Sandra D. Thomas, husband and wife**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 3, 2004, marked:

Discontinued

Record costs in the sum of \$160.29 have been paid in full by Toni M. Cherry, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of February A.D. 2004.

William A. Shaw, Prothonotary

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR., and SANDRA D.
THOMAS, husband and wife,
Defendants

: No. 02 - 45 C.D.
:
: Type of Case: IN EQUITY
:
: Type of Pleading: PRAECIPE TO MARK
: ACTION DISCONTINUED
:
: Filed on Behalf of: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: Counsel of Record for this Party:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED

FEB 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,	:
Plaintiff	:
	:
vs.	: No. 02 - 45 C.D.
	:
KATRINA CHRISTIAN; JOEL W.	: IN EQUITY
THOMAS, SR., and SANDRA D.	:
THOMAS, husband and wife,	:
Defendants	:

PRAECIPE TO MARK ACTION DISCONTINUED

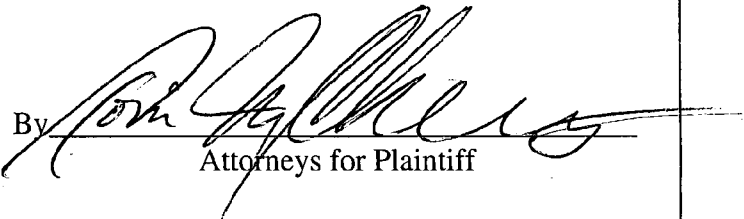
TO WILLIAM A. SHAW, PROTHONOTARY

SIR:

In accordance with Order of the Court of Common Pleas of Clearfield County, Pennsylvania, dated January 15, 2004, and entered to No. 03-1424-C.D., as evidenced by a true and correct copy of the same attached hereto and made a part hereof, Plaintiff does hereby praecipe to have the above-captioned action marked discontinued.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

Dated: February 2, 2004

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

CIVIL DIVISION

P. Joseph Valigorsky II

Vs.

No. 2002-00045-CD

**Katrina Christian
Joel W. Thomas Sr.
Sandra D. Thomas**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 2, 2004, marked:

Settled, Discontinued and otherwise withdrawn as to Joel W. and Sandra D. Thomas' Counterclaim in this case.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of February A.D. 2004.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

: No. 02 - 45 C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: OBJECTIONS TO
: SUBPOENAS PURSUANT TO
: Pa.R.C.P. 4009.21(c)
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS
: PARTY:
:
: TONI M. CHERRY, ESQ.
: SUPREME COURT NO.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: ATTORNEYS AT LAW
: P. O. BOX 505
: ONE NORTH FRANKLIN STREET
: DUBOIS, PA 15801
:
: (814) 371-5800

FILED

JUN 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,	:
Plaintiff	:
	:
vs.	: No. 02 - 45 C.D.
	:
KATRINA CHRISTIAN; JOEL W.	:
THOMAS, SR. and SANDRA D.	:
THOMAS, husband and wife,	:
Defendants	:

OBJECTIONS TO SUBPOENAS PURSUANT TO
Pa.R.C.P. 4009.21(c)

Plaintiff, P. JOSEPH VALIGORSKY, II, by and through his attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., objects to the proposed Subpoenas that are attached to Notices filed to the above-captioned term and number for the following reasons:

1. That Defendant did provide Plaintiff with Notice of Subpoenas to be served upon David P. King, Esq., and Ervin S. Fennell, Jr. That copies of the Notices, received by Plaintiff on May 9, 2004, are attached hereto and made a part hereof as Exhibit "A".
2. That the above-captioned case has been marked settled and discontinued as of February 3, 2004, as evidenced by the Certificate of Discontinuance attached hereto and made a part hereof as Exhibit "B".
3. That there is no need for any information from either of the attorneys mentioned in the Subpoenas as the case is no longer being litigated.

4. That the heading on the Subpoenas is not the same case as the case heading contained in the Notice. If, in fact, discovery is sought for a case other than the above-captioned case, the Notice of Intent is improper and the requirements of Pa.R.C.P. 4009.21 have not been met.

5. That if discovery is sought for any case other than the above-captioned case, Plaintiff objects to the improper notice and the failure of Defendant to provide notice to the proper term and number for the case in which discovery is sought.

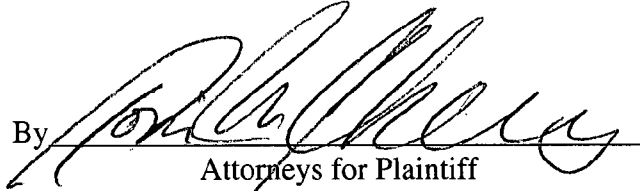
6. That the information sought through the Subpoenas to Produce Documents or Things is privileged and any request therefor is in violation of Pa.R.C.P. 4003.1 and 4011(c).

7. That the information requested in the Subpoenas is sought in bad faith as a means to embarrass and harass the Plaintiff in violation of Pa.R.C.P. No. 4011(a) because no case is currently pending.

WHEREFORE, the undersigned respectfully requests that Defendant be barred from issuing any subpoenas to the above-captioned term and number.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

No. 02-45 C.D.

KATRINA CHRISTIAN; JOEL
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

**NOTICE OF INTENT TO SERVE SUBPOENA
TO PRODUCE DOCUMENTS AND THINGS
FOR DISCOVERY PURSUANT TO RULE 4009.21**

Defendant, Katrina Christian, intends to serve a subpoena identical to the one attached to this notice. You have twenty (20) days from the date listed below to file of record and serve upon the undersigned objections to the subpoena. If no objections are made, the subpoena may be served.

Date:

5/7/04



Anthony S. Guido
Attorney for Defendant Christian
Supreme Court No. 05877
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

Exhibit "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

P. Joseph Valigorsky II
Plaintiff(s)

Vs.

Katrina Christian
Defendant(s)

No. 2003-01424-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: David P. King, Esq., P.O. Box 1016, DuBois, PA 15801
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

See attached Exhibit "A".

(Address) 498 Jeffers Street
PO Box 487
DuBois PA 15801

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

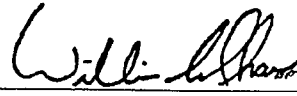
If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Anthony S. Guido, Esq.
ADDRESS: 498 Jeffers St. PO Box 487
DuBois PA 15801
TELEPHONE: (814) 371-7768
SUPREME COURT ID # 05877
ATTORNEY FOR: Defendant

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division


Deputy

DATE: Tuesday, May 04, 2004
Seal of the Court

EXHIBIT "A"

Photocopies of all correspondence received from or sent by you to Toni Cherry or Nancy Moore or Medred Realty Associates which are in any way related to the subject matters involved in this action or in any way involved or related to the subject matters in the case of P. Joseph Valigorsky, II, Plaintiff vs. Katrina Christian, Joel W. Thomas, Sr. and Sandra D. Thomas, Defendants, filed to No. 02-45-CD in the Court of Common Pleas of Clearfield County, Pennsylvania.

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

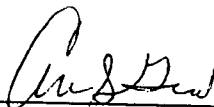
No. 02-45 C.D.

KATRINA CHRISTIAN; JOEL
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

**NOTICE OF INTENT TO SERVE SUBPOENA
TO PRODUCE DOCUMENTS AND THINGS
FOR DISCOVERY PURSUANT TO RULE 4009.21**

Defendant, Katrina Christian, intends to serve a subpoena identical to the one attached to this notice. You have twenty (20) days from the date listed below to file of record and serve upon the undersigned objections to the subpoena. If no objections are made, the subpoena may be served.

Date: 5/7/04



Anthony S. Guido
Attorney for Defendant Christian
Supreme Court No. 05877
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

Exhibit "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

P. Joseph Valigorsky II
Plaintiff(s)

Vs.

Katrina Christian
Defendant(s)

No. 2003-01424-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Ervin S. Fennell, Jr., P.O. Box 606, DuBois, PA 15801
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to
produce the following documents or things:

See attached Exhibit "A".

(Address) 498 Jeffers Street
PO Box 487
DuBois PA 15801

You may deliver or mail legible copies of the documents or produce things requested by
this subpoena, together with the certificate of compliance, to the party making this request at the
address listed above. You have the right to seek in advance the reasonable cost of preparing the
copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty
(20) days after its service, the party serving this subpoena may seek a court order compelling you
to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Anthony S. Guido, Esq.
ADDRESS: 498 Jeffers St. PO Box 487
DuBois PA 15801
TELEPHONE: (814) 371-7768
SUPREME COURT ID # 05877
ATTORNEY FOR: Defendant

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Tuesday, May 04, 2004
Seal of the Court

William A. Shaw
Deputy

EXHIBIT "A"

Photocopies of all correspondence received from or sent by you to Toni Cherry or Nancy Moore or Medred Realty Associates which are in any way related to the subject matters involved in this action or in any way involved or related to the subject matters in the case of P. Joseph Valigorsky, II, Plaintiff vs. Katrina Christian, Joel W. Thomas, Sr. and Sandra D. Thomas, Defendants, filed to No. 02-45-CD in the Court of Common Pleas of Clearfield County, Pennsylvania.

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

CIVIL DIVISION

P. Joseph Valigorsky II

Vs.

No. 2002-00045-CD

**Katrina Christian;
Joel W. Thomas Sr. and
Sandra D. Thomas, husband and wife**

CERTIFICATE OF DISCONTINUATION

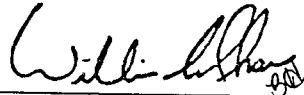
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 3, 2004, marked:

Discontinued

Record costs in the sum of \$160.29 have been paid in full by Toni M. Cherry, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of February A.D. 2004.



William A. Shaw, Prothonotary

Exhibit "B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN; JOEL W.
THOMAS, SR. and SANDRA D.
THOMAS, husband and wife,
Defendants

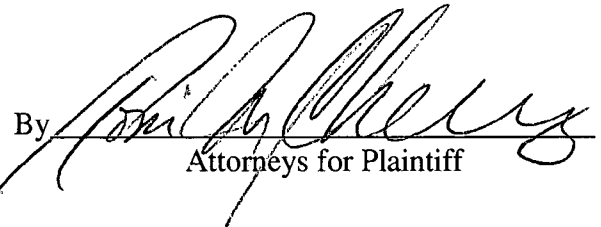
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: No. 02 - 45 C.D.
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CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of June, 2004 a true and correct copy of the
Objections to Subpoenas Pursuant to Pa.R.C.P. 4009.21(c) was delivered to the following
person by handing the same to him at the following location:

ANTHONY S. GUIDO, ESQ.
Hanak, Guido and Taladay
Attorneys at Law
498 Jeffers Street
DuBois, PA 15801

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

Dated: June 1, 2004

William A. Shaw
Prothonotary/Clerk of Courts

acc
W. A. Shaw
Prothonotary

FILED
JUN 01 2004

CA

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

P. JOSEPH VALIGORSKY, II

vs.

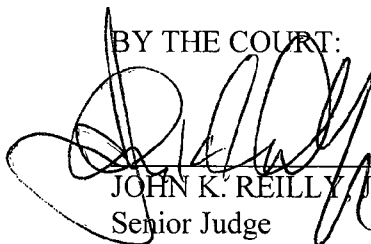
KATRINA CHRISTIAN, al

:
:
: No. 02-45-CD
:
:

ORDER

AND NOW, this 2 day of June, 2004, it is the ORDER of the Court that argument on Plaintiff's Objections to Subpoenas in the above matter has been scheduled for **Friday, July 16, 2004 at 10:30 A.M.**, before the Honorable John K. Reilly, Jr., Senior Judge, Specially Presiding, in the Clearfield County Courthouse, Clearfield, PA. Please report to the Court Administrator's Office. You will be directed from there where this argument will be held.

BY THE COURT:


JOHN K. REILLY, JR.
Senior Judge

FILED

JUN 02 2004

William A. Shaw
Prothonotary

FILED

0 3:20 AM

Rebecca T. Cherry

JUN 02 2004



William A. Shaw
Prothonotary

Date: 07/16/2004

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 12:52 PM

ROA Report

Page 1 of 1

Case: 2002-00045-CD

Current Judge: John K. Reilly Jr.

P. Joseph Valigorsky II vs. Katrina Christian, Joel W. Thomas Sr., Sandra D. Thomas

Civil Other

Date		Judge
01/09/2002	<input checked="" type="checkbox"/> Filing: Complaint in Equity - Partition Paid by: Cherry, Toni M. (attorney for Valigorsky, P. Joseph II) Receipt number: 1836586 Dated: 01/09/2002 Amount: \$80.00 (Check) Property is located in Sandy Township, Clearfield County, PA. Property also located in Sandy Township and City of DuBois, Clearfield County, PA. Four CC Attorney Cherry	No Judge
03/07/2002	<input checked="" type="checkbox"/> Answer, New Matter and Counterclaims, filed by Atty. David King on behalf of Joel W. & Sandra Thomas 2 Cert. to Atty.	No Judge
03/25/2002	<input checked="" type="checkbox"/> Sheriff Returns, Complaint on Defendants, So Answers, Chester A. Hawkins, Sheriff \$80.29 paid by Sheriff	John K. Reilly Jr.
05/24/2002	<input checked="" type="checkbox"/> Answer. Filed by s/David P. King, Esq. Verification s/Katrina Christian 1 cc to Atty	No Judge
07/31/2003	<input checked="" type="checkbox"/> Petition for Leave to Amend Complaint filed by Atty. Cherry. 2 CC to Atty.	No Judge
	<input checked="" type="checkbox"/> RULE, AND NOW, this 31st day of July, 2003. issued upon Defendants. Rule Returnable on the 11th day of September, 2003, at 2:00 p.m. by the Court, s/JKR,JR.,P.J. 2 cc to Atty	John K. Reilly Jr.
09/15/2003	<input checked="" type="checkbox"/> RULE, AND NOW, this 15th day of September, 2003, issued upon Defendant, KATRINA CHRISTIAN. Rule returnable the 26th day of September, 2003, at 8:30 a.m. by the Court, s/JKR,JR.,P.J. 2 cc Atty King	John K. Reilly Jr.
09/26/2003	<input checked="" type="checkbox"/> Praeipce for Withdrawal of Counsel. filewd by s/David P. King, Esquire	John K. Reilly Jr.
	<input checked="" type="checkbox"/> ORDER, AND NOW, this 26th day of September, 2003, re: Motion to Withdraw is GRANTED. by the Court, s/JKR,JR.,P.J. 1 cc to Atty, CA	John K. Reilly Jr.
10/07/2003	<input checked="" type="checkbox"/> Praeipce For Entry of Appearance, filed by Atty. Guido 1 Cert. to Atty. Please enter my appearance on behalf of Defendant Katrina Christian s/ A. Guido.	John K. Reilly Jr.
	<input checked="" type="checkbox"/> Petition for Removal of Counsel, filed by Att. Guido 1 cert. to atty.	John K. Reilly Jr.
11/18/2003	<input checked="" type="checkbox"/> Answer To Petition Of Katrina Christian For Removal Of Counsel. filed by, s/Toni M. Cherry, Esquire Verification s/Paula M. Cherry, Esquire Certificate of Service 3 cc Atty T. Cherry	John K. Reilly Jr.
02/02/2004	<input checked="" type="checkbox"/> Praeipce for Settlement, Discontinuance and Withdrawal of Counterclaims. filed by, s/David P. King, Esquire 1 cc Atty King, copy to C/A	John K. Reilly Jr.
02/03/2004	<input checked="" type="checkbox"/> Praeipce To Mark Action Discontinued. filed by, s/Toni M. Cherry, Esq. 1cc & Cert of Disc. to Atty Copy of Disc. to C/A	John K. Reilly Jr.
	DISCONTINUED	John K. Reilly Jr.
06/01/2004	<input checked="" type="checkbox"/> Objections To Subpoenas Pursuant To Pa. R.C.P. 4009.21 (c). filed by, s/Toni M. Cherry, Esquire 2 cc to Atty Cherry	John K. Reilly Jr.
06/02/2004	<input checked="" type="checkbox"/> ORDER, AND NOW, this 2nd day of June, 2004, re: Argument on Plaintiff's Objections to Subpoenas is scheduled for Friday, July 16, 2004, at 10:30 a.m., before the Honorable John K. Reilly, Jr., Senior JudgeJudge, Specially Presiding. 2 cc to Atty Cherry	John K. Reilly Jr.

R. Denning Gearhart, Esq.	HENRIETTA M. SIMCISCO	SEPTEMBER 8, 1999, PETITION FOR CUSTODY, filed by R. Denning Gearhart, Esq., Atty for Plaintiff Two Certified Copies to Atty
		SEPTEMBER 9, 1999, ORDER, filed. Defendant to appear in person on the 1st day of October, 1999, at 1:30P.M. for Custody Conference. Please report to the Court Administrator's Office, Second Floor, Clearfield County Courthouse to be directed as to where the conference will be held. Failure to appear may result in an order for custody, partial custody or visitation entered against you, or a warrant for your arrest. BY THE COURT: /s/Fredric J. Ammerman, Judge (SEE FILE FOR ORIGINAL) Two Certified Copies to Atty. Gearhart
		SEP. 22, 1999, AFFIDAVIT OF MAILING, PETITION FOR CUSTODY, filed by s/R. DENNING GEARHART, ESQ. NO CC
	99-1017-CD	OCT. 4, 1999, ORDER FOR MEDIATION CONFERENCE AND PAYMENT OF COSTS, filed. No Cert. Copies
		OCT. 19, 1999, ORDER SCHEDULING MEDIATION CONFERENCE, filed.
		OCT. 26, 1999, ORDER SCHEDULING MEDIATION CONFERENCE (AMENDED), filed. NO CC BY THE COURT, s/FREDRIC J. AMMERMAN, JUDGE
		DEC. 09, 1999, ORDER, filed. CERT ATTY GEARHART & KNARESBORO NOW, this 8th day of December, 1999, after mediation conference, the parties agree as follows: BY THE COURT, s/FREDRIC J. AMMERMAN, JUDGE
	DAMON P. SIMCISCO	APRIL 19, 2000, MOTION FOR CUSTODY HEARING, filed by Atty. Gearhart Three (3) Cert. to Atty.
		APR. 24, 2000, ORDER, RE: HEARING SEP. 22, 2000: BY THE COURT, s/FREDRIC J. AMMERMAN, JUDGE THREE (3) CERT TO ATTY
		APR. 26, 2000, CERTIFICATE OF SERVICE, MOTION FOR CUSTODY HEARING, UPON GARY A. KNARESBORO, ESQ. filed by s/R. DENNING GEARHART, ESQ. NO CC
		SEP. 21, 2000, ORDER, re: CUSTODY HEARING POSTPONED: By the Court, s/FREDRIC J. AMMERMAN, JUDGE
	Pro BY ATTY 60.00	

PLEASE REFER TO COMPUTER
FOR FURTHER ENTRIES

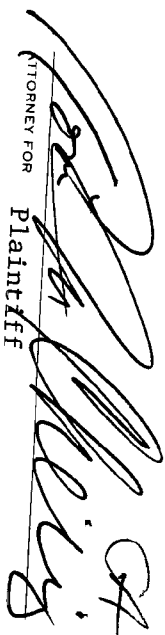
GLEASON, CHERRY & CHERRY, L.L.P.

P. O. Box 505
DU BOIS, PENNSYLVANIA 15801-0505

ONE NORTH FRANKLIN STREET


ATTORNEY FOR Plaintiff

LEASON, CHERRY & CHERRY, L.L.P.
LAW OFFICES
P. O. Box 505
Du Bois, Pennsylvania 15801-0505
ONE NORTH FRANKLIN STREET


ATTORNEY FOR
Plaintiff