

02-1753-CD  
Ener Vest Olanta vs Emily Boulton al

02

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENER VEST OLANTA, LLC

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased, his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN, deceased, her administrators, executors, heirs, successors and assigns; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

Defendants.

NOTICE TO PLEAD

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

Donald D. Saxton, Jr.

CIVIL DIVISION

NO. 02-1753-C

**COMPLAINT IN CIVIL ACTION**

Filed on behalf of: Ener Vest Olanta, L.L.C., Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:

Donald D. Saxton, Jr., Esquire  
Pa. I.D. No. 10035

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.  
119 South College Street  
Washington, PA 15301  
(724) 228-8115

**FILED**

NOV 12 2002

William A. Shaw  
Prothonotary

3 Feb 03 Document  
Reinstated ~~Attala~~ to Sheriff's Attorney  
for service. Bill Coffey

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. )  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; and all other persons having or )  
claiming to have any right, title or interest in )  
the oil and gas estate hereinafter described. )  
Defendants. )

**NOTICE TO DEFEND**

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

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

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

OR

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. ) No.  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
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deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; and all other persons having or )  
claiming to have any right, title or interest in )  
the oil and gas estate hereinafter described. )  
Defendants. )

**COMPLAINT IN CIVIL ACTION**

**Quiet Title to Oil and Gas**

AND NOW, comes Plaintiff, EnerVest Olanta, LLC, by its counsel, Law Offices of Donald D. Saxton, Jr., P.C., by Donald D. Saxton, Jr., Esquire, and files this Complaint in Civil Action to Quiet Title to the oil and gas against the defendants, averring as follows:

1. Plaintiff is EnerVest Olanta, LLC, a limited liability company organized under the laws of the State of Texas having its principal office address at 1001 Fannin Suite, 111, Houston, Texas 77002.
2. Plaintiff is the owner of an Oil and Gas Lease dated May 1, 2001 recorded in the Office of Recorder of Deeds, Clearfield County, Pennsylvania as Instrument No. 200116349 by which plaintiff leases the oil and gas and the right to operate and produce the oil and gas underlying two tracts of land aggregating 145 acres, more or less given by Mid-East Oil Company to plaintiff. A copy of this Oil and Gas Lease is attached, made a part hereof and labeled Exhibit "A."
3. Defendants are all the persons known to plaintiff having a possible claim of title to the oil and gas within and underlying three tracts of land: one of 75 acres, more or less; one of sixty (60) acres, more or less; and one of eight (8) acres, more or less, aggregating 145 acres, more or less, situate in Pike Township, Clearfield County, Pennsylvania, described in the deed of Samuel R. Hamilton and Anna M. Hamilton, husband and wife, to Emily V. Boulton dated December 15, 1936 recorded in the Office of Recorder of Deeds, Clearfield County, Pennsylvania, in Deed Book 320, page 362. A copy of this deed, certified by the Recorder of Deeds of Clearfield County, Pennsylvania, is attached, made a part hereof and labeled Exhibit "B".
4. The 145 acre, more or less, premises which is subject to the oil and gas lease owned by plaintiff and referenced in Paragraph 2 above, is the same premises consisting of three tracts aggregating 145 acres, more or less, which is referenced in Paragraph 3 above.
5. Pursuant to the grant of the oil and gas and the right to operate and produce oil and gas to plaintiff by the oil and gas lease referenced at Paragraph 2 above, plaintiff has drilled, completed and is operating a gas well on the surface of a tract of land containing eight (8) acres, more or less, now or formerly owned by Dollie C.

Beckman, which is also identified as Tax Map Parcel: 126-111-18, which well is identified by plaintiff as "Beckman Well No. 7."

6. The surface land on which plaintiff's Beckman Well No. 7 is located overlies the oil and gas within and underlying a portion of the three parcels of land aggregating the 145 acres, more or less, referenced in Paragraph 3 above.
7. The abstract of title to the oil and gas conveyed to plaintiff by the oil and gas lease referenced at Paragraph 2, above within and being produced by plaintiff by means of Beckman Well No. 7, referenced at Paragraph 5 above is as follows:
  - (a) By three deeds each dated October 29, 1928 and recorded in the Office of Recorder of Deeds, Clearfield County, Pennsylvania, as hereinafter set forth, Harry A. Cathcart conveyed to S.R. Hamilton the coal and other minerals including the oil and gas under three tracts of land in Pike Township, Clearfield County, Pennsylvania as follows:
    - (i) Tract containing seventy five (75) acres with an allowance of six percent for roads recorded in Deed Book 290, page 164. A copy of which deed certified by the Clearfield County Recorder of Deeds is attached hereto, made a part hereof and labeled Exhibit "C."
    - (ii) Tract containing eight (8) acres and twenty one (21) perches recorded in Deed Book 290, page 166. A copy of which deed certified by the Clearfield County Recorder of Deeds is attached hereto, made a part hereof and labeled Exhibit "D."
    - (iii) Tract containing sixty (60) acres recorded in Deed Book 290, page 169. A copy of which deed certified by the Clearfield County Recorder of Deeds is attached hereto, made a part hereof and labeled Exhibit "E."
  - (b) By deed dated December 15, 1936 recorded in the Office of Recorder of Deeds, Clearfield County, Pennsylvania, in Deed Book 320, page 362, by Samuel R. Hamilton and Anna M. Hamilton, husband and wife, conveyed to Emily V. Boulton the coal and other minerals within three parcels of land: one containing eight (8) acres, 21 perches; the second containing 76 acres with an allowance of 6% for public roads; and third containing 60 acres with a granting clause stating as follows:

"The said Grantors do hereby grant and convey unto the said Grantee all their right, title and interest in and to all the coal and other minerals, including oil, gas and fireclay underlying those three certain pieces or tracts of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:"

[*"Strike out"* and *"underlining"* contained in instrument of record.]  
A certified copy of which is attached as Exhibit "B"

plus the mining rights stating as follows:

"The Grantors also grant to the party of the second part, her heirs and assigns, the right to build and maintain convenient railroad sidings for the mining and removal of said coal and other minerals and the right to mine and remove said coal and other minerals underlying the described premises without leaving support, natural or artificial, for the surface, free from any and all claims for damages on account of the exercise of any of the above mining rights."

A copy of this deed certified by the Recorder of Deeds of Clearfield County, Pennsylvania, is attached to this Complaint, made a part hereof and labeled Exhibit "B."

- (c) S.R. Hamilton a/k/a Samuel R. Hamilton and Anna M. Hamilton died intestate survived by a daughter, Betty Hamilton a/k/a Elizabeth Ann Hamilton. No record of an estate for S.R. Hamilton or Samuel R. Hamilton is found in the public records of Clearfield County, Pennsylvania and no record of an estate for Anna M. Hamilton is found in the public records of Clearfield County, Pennsylvania.
- (d) Title to the oil and gas passed by the laws of intestate descent from S. R. Hamilton and Anna M. Hamilton to Elizabeth Ann Hamilton a/k/a/ Betty Hamilton, their daughter, who died testate on October 29, 1983, a resident of Clearfield County, Pennsylvania.
- (e) Letters of Administration, C.T.A. were granted to Anne Smith Thacik by the Register of Wills, Clearfield County, Pennsylvania, November 1, 1983 to administer the Estate of Elizabeth Ann Hamilton a/k/a/ Betty Hamilton, deceased, and recorded in Will Book 47, page 106.
- (f) The holographic will of Betty Hamilton dated November 20, 1981, recorded in Will Book 47, page 103 and admitted to probate as stated in subparagraph (e) above, devised all of the decedent's property, personal and real, to Mrs. Anne Thacik with the express notation that the bequest included 25 acres of oil and gas rights in Pike Township which was then leased to Phillips Production Company of Butler.
- (g) Anne S. Thacik died January 17, 1999, a resident of Clearfield County, Pennsylvania, survived by her husband, George J. Thacik.
- (h) By oil and gas lease dated February 12, 1998, recorded in Deed Book 1910, page 562, Anne S. Thacik and George J. Thacik, wife and husband, leased 145 acres of oil and gas to Mid-East Oil Company. A copy of said lease is attached hereto, made a part hereof and labeled Exhibit "F."

- (i) By Indenture dated May 25, 2000, recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No. 2000 07500, George J. Thacik, widower, conveyed to Mid-East Oil Company all his interest in the oil and gas under two tracts of land totaling 145 acres in Pike Township, Clearfield County, Pennsylvania, which instrument contains a recital of title stating that the interest conveyed is the same conveyed to S.R. Hamilton by the three deeds dated October 29, 1928 recorded respectively in Deed Book 290, page 166; Deed Book 290, page 167; and Deed Book 290, page 169 and devised by Betty Hamilton to Ann Thacik. A copy of this Indenture is attached hereto, made a part hereof and labeled Exhibit "G."
- (j) By Renunciation and Release dated October 4, 2001, Claude Richard Bloom of Clearfield, Pennsylvania, stated that he is the only child of Anne Smith Thacik, formerly Anne Smith Bloom, and he is releasing and renouncing any claim he had to the estate of his mother, Anne Smith Thacik, to his stepfather, George Thacik, which Renunciation and Release specifically included 45 acres of oil and gas rights in Pike Township, Clearfield County, Pennsylvania underlying the lands of Dottie Beckman and which were sold by George Thacik to Mid-East Oil Company by deed dated May 25, 2000 and recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200007500. A copy of the Renunciation and Release is attached hereto, made a part hereof, and labeled Exhibit "H."
- (k) By oil and gas lease dated May 1, 2001, Mid-East Oil Company granted to EnerVest Olanta, LLC, the plaintiff, for oil and gas purposes, 145 acres consisting of two tracts in Pike Township, Clearfield County, Pennsylvania, reciting that the leased premises being the same lands conveyed to Mid-East Oil Company by Anne S. Thacik and George J. Thacik. A copy of the said oil and gas lease is attached hereto as Exhibit "A."

8. The striking through the words "oil and gas" and a portion of the word "including" in the granting clause of the deed of Samuel R. Hamilton and Anna M. Hamilton to Emily V. Boulton dated December 15, 1936 (Exhibit "B") by the Recorder of Deeds in the preparation of the exemplified instrument placed of record renders the instrument of record ambiguous concerning the intent of the grantors with respect to the oil and gas, e.g. as to whether the grant was to convey the grantors' interest in the subject oil and gas or as to whether it was not their intent to convey such interest and rather omit the oil and gas from the operation of the deed.
9. If the words "oil and gas" and the word "including" were contained in the original instrument and not "struck through" as they appear to be on the exemplified instrument prepared by the Recorder of Deeds, then the grantors' intent would not be

properly reflected by the exemplified instrument since it would have been their intent to convey the oil and gas by the operation of the deed.

10. If the intent of the grantors was to convey the oil and gas by the operation of the deed to Emily V. Boulton, then title to the oil and gas would be vested in her heirs, successors and assigns.
11. If title to the oil and gas vested in Emily V. Boulton by the deed of Samuel R. Hamilton and Anna M. Hamilton, husband and wife, to her dated December 15, 1936 (see Exhibit "B") then the chain of title of the oil and gas since that date would be as follows:
  - (a) Emily V. Boulton died testate November 17, 1969 and her will dated July 10, 1957 was admitted to probate by the Register of Wills, Clearfield County, Pennsylvania on November 24, 1969 at Will Book 15, page 283.
  - (b) Emily V. Boulton devised all of her estate to her son, Harold J. Boulton.
  - (c) Harold J. Boulton died testate February 16, 1992 and his will dated April 26, 1972 was admitted to probate by the Register of Wills, Clearfield County, Pennsylvania on February 23, 1992 at Will Book 43, page 110.
  - (d) Harold J. Boulton devised all of his estate to his widow, Julia K. Boulton.
  - (e) Julia K. Boulton, a/k/a Julia Kerr Chase Boulton, a/k/a Julia K. Chase Boulton, a/k/a Julia K. Chase, died testate June 2, 1995 and her will dated August 31, 1974 was admitted to probate by the Register of Wills, Clearfield County, Pennsylvania on June 6, 1995 at Will Book 86, page 228.
  - (f) Julia K. Boulton devised all of her estate to her children, Emily Chase Weaver and William C. Chase, Jr.
12. In 1931, S.R. Hamilton was assessed for taxation with 46 and 50 acres of coal rights without mention of an assessment for taxation of oil and gas.
13. The interest of S.R. Hamilton in the 46 and 50 acres of coal rights referenced in Paragraph 12 above, was sold to Clearfield County and appears to have been conveyed by Clearfield County Commissioners Sale of November 30, 1936 to Harold Boulton as reflected in Tax Sale Docket 3, page 107.

14. By assessment for taxation in 1957, Harold Bolton was assessed for 75 acres of minerals and oil and gas.
15. The source of title to the 1957 assessment against Harold Boulton for mineral and oil and gas is unknown but may be by the Commissioners Sale of November 20, 1936 referenced at Paragraph 13 above.
16. By deed dated January 4, 1965 recorded March 27, 1967 in the Office of Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 528, page 537, Louise Mahaffey, Treasurer of Clearfield County, Pennsylvania, conveyed 75 acres of minerals and oil and gas assessed in the name of Harold J. Bolton for non payment of property taxes for the year 1962 to Don W. Eighmy and Robertina Eighmy, husband and wife.
17. A death certificate filed of record at Instrument No. 2001106532 indicates that Don W. Eighmy died April 1, 1999, a resident of Allegheny County, Pennsylvania, survived by his wife, Robertina Eighmy. A copy of the death certificate of Don W. Eighmy is attached hereto, made a part hereof, and labeled Exhibit "I."
18. No record of the administration of an estate for Don E. Eighmy appears in the Office of the Register of Willis of Clearfield County, Pennsylvania.
19. To the best of Plaintiff's knowledge and belief, S.R. Hamilton, a/k/a Samuel R. Hamilton and Anna M. Hamilton, his wife, died intestate survived only by a daughter, Betty Hamilton, a/k/a Elizabeth Ann Hamilton, and were not survived by any other heir or other person other than their daughter, Betty Hamilton, a/k/a Elizabeth Ann Hamilton, who would take any interest in the estate of S. R. Hamilton or Anna M. Hamilton under the law of intestate distribution in effect as of the date of their deaths.
20. To the best of Plaintiff's knowledge and belief, no estate proceeding has been instituted in Allegheny County, Pennsylvania for Don W. Eighmy who died April 1,

1999 a resident of that county, survived by his widow, Roberta Eighmy, who resides at 234 Frances Road, Pittsburgh, Pennsylvania 15239

21. If S.R. Hamilton, a/k/a Samuel R. Hamilton, and Anna M. Hamilton, husband and wife, the grantors, did not intend to convey the oil and gas to Emily V. Boulton by the operation of their deed dated December 15, 1936 (Exhibit "A") as reflected by the "strike out" of the words "oil and gas" on the exemplified instrument of record, then title to the oil and gas should remain vested in Samuel R. Hamilton and Anna M. Hamilton, husband and wife, their respective heirs, successors and assigns.
22. The Act of May 28, 1715, 1 Sm.L.94, §5 governs the recording of deeds and conveyances in Pennsylvania and reads as follows:

"All deeds and conveyances made or to be made, and proved or acknowledged, and recorded as aforesaid, which shall appear so to be, by endorsement made thereon, according to the true intent and meaning of this act, shall be of the same force and effect here for the giving possession and seisin, and making good the title and assurance of the said lands, tenements and hereditaments, as deeds of feoffment, with livery and seisin, or deeds enrolled in any of the King's courts of record at Westminster, are or shall be in the Kingdom of Great Britain. And the copies or exemplifications of all deeds so enrolled, being examined by the recorder, and certified under the seal of the proper office (which the recorder, or keeper thereof, is hereby required to affix thereto) shall be allowed in all courts where produced, and are hereby declared and enacted to be as good evidence, and as valid and effectual in law, as the original deeds themselves, or as bargains and sales enrolled in the said courts at Westminster, and copies thereof can be; and that the same may be showed, pleaded and made use of accordingly." 21 P.S. §471.

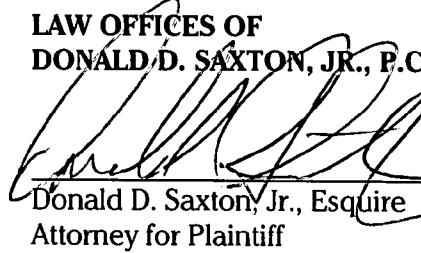
23. The courts of Pennsylvania have held that because of the effect of this statute that the recording of a deed duly executed, attested and acknowledged is equivalent to the delivery of seisin, Lancaster v. Smith, 17 P.F. Smith 427, 67 Pa. 427 (1871), that the exemplified recorded document is proper evidence without the production of the original document, Curry v. Raymond, 4 Casey 144, and that the burden of proof of irregularity in the execution of the recorded deed is to be borne by the party seeking to set it aside. Hagopain v. Eskandarian, 8 Bucks 28 (1958).

24. The deed of Samuel R. Hamilton and Anna M. Hamilton to Emily V. Boulton (Exhibit "B") as recorded in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, at Deed Book 320, page 362 is entitled to the presumption established by the statute, is the equivalent of delivery of seisin, and is proper evidence of the original instrument unless clear and convincing evidence is produced by a party seeking to set it aside that it is not an accurate exemplification of the original instrument.
25. The deed of Samuel R. Hamilton and Anna M. Hamilton to Emily V. Boulton (Exhibit "B") does not convey any interest in the oil and gas to Emily V. Boulton, her administrators, heirs, successors and assigns.

WHEREFORE, plaintiff respectfully requests this Honorable Court to order and decree that the deed of Samuel R. Hamilton and Anna M. Hamilton, husband and wife to Emily C. Boulton dated December 15, 1936 recorded in Deed Book 320, page 362 (Exhibit "B") is an exemplification of the original deed and entitled to the presumption of the validity of recorded instruments established by the law of Pennsylvania and that the said deed did not convey to Emily V. Boulton, her administrators, heirs, successors or assigns any interest of Samuel R. Hamilton and Anna M. Hamilton, husband and wife, may have had in the oil and gas underlying and within the lands described therein, and quiet the title of the said oil and gas as of December 15, 1936 in Samuel R. Hamilton and Anna M. Hamilton, husband and wife, their heirs and assigns and in Mid-East Oil Company by virtue of the deed of George J. Thacik, dated May 25, 2000, recorded as Instrument No. 2000 07500, Clearfield County, Pennsylvania, subject only to the lease of the said oil and gas by Mid-East Oil Company dated May 1, 2002 to EnerVest Olanta, LLC, the plaintiff.

Respectfully submitted,

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.

  
Donald D. Saxton, Jr., Esquire  
Attorney for Plaintiff

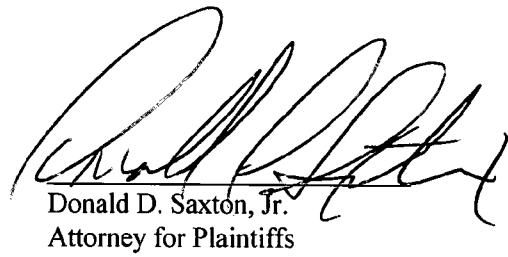
Date: November 11, 2002

## **VERIFICATION**

AND NOW, comes the undersigned, who, being duly sworn according to law, deposes and says that the allegations of fact set forth in the foregoing Complaint in Civil Action are true and correct to the best of his knowledge, information, and belief; having obtained information from the Plaintiff. The Plaintiff is not available, being out of state at the time required to file the verification.

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

Date: November 11, 2002



Donald D. Saxton, Jr.  
Attorney for Plaintiffs

# OIL AND GAS LEASE

**AFFIDAVIT No. 34740**

THIS LEASE, made and entered into this 1st day of May 2001, by and between

Mid-East Oil Company

hereinafter EnerVest Olanta LLC called Lessor, and

hereinafter as Lessee:

1. That the Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto Lessee, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oils, gas and their constituents from the subject land and other lands, regardless of the source of such gas or the location of the wells and the placing of tanks, equipment, roads and structures thereon to procure and operate for the said products, all that certain tract of land situated in Pike Township, Clearfield County, Commonwealth of Pennsylvania, bounded substantially as follows:

Tract 15

Tract 66

North by lands of Olanta Small Tracts

Brinton

East by lands of Olanta Small Tracts

R. Mays

South by lands of M. Thompson

Small Tract

West by lands of Freeman

Cathcart

being all land(s) owned by Lessor or to which Lessor may have any rights to in Section/Lot 126-111-15, 66, 18, 19, 110, 5.2

in the aforesaid Township and County, containing <145 acres, more or less and being the same lands conveyed to Lessor(s) by Anne S. Thacik and George J. Thacik (her husband) and recorded in said County in Deed Book No. \_\_\_\_\_, Page \_\_\_\_\_.

2. No well shall be drilled within 200 feet of the present buildings unless both parties consent thereto.

3. This lease shall continue in force for the term of ~~xxxxxxxxxx~~ years from the effective date of ~~xxxxxxxxxx~~ and as long thereafter as the Lessee is engaged in the production of or search for oil and/or gas on the leased premises.

~~xxxxxx This lease however shall be void and all rights of either party hereunder shall cease and terminate unless within xxxxxxxxx days from the effective date hereof, xxxx shall be commenced on the premises or in or near the Lessee's land therefor at the rate of xxxxxxxxx per thousand cubic feet of gas taken and sold at \$1.00 per net acre for a delivery point for additional years, if applicable, payments to be made annually on January 1 until the expiration of xxxx~~

5. In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, the equal one-eighth (1/8th) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8th) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipelines. (B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8th) of the wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used; (C) In no event shall Lessee be obligated to pay royalties to Lessor calculated on any price higher than actually received by Lessee at the wellhead.

6. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to Mid East Oil Box 1378 Indiana, PA 15701 at

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas of their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

~~xxxxxx The lessor may at the lessor's sole risk and risk and expense repair any damage to the premises and take gas produced from said well for domestic use in one dwelling house on the leased premises at Lessor's sole risk, subject to the use and expense of a reasonable part of the well by the Lessee. The first five hundred thousand (500,000) cubic feet of gas taken in each year shall be free of cost, but all gas in excess of Two hundred thousand (200,000) cubic feet of gas taken above said free gas at the well published rates of the gas utility in the drawing area nearest to the leased premises or the field in which rates whichever is higher. Lessor shall repair the pipelines and furnish regulators and other necessary equipment at lessor's expense. Lessor shall maintain the said pipelines and regulators in good repair and free of all gas leaks and separate the gas so as to conform to market or necessary standards of gas. If the lessor shall take excess gas as a result in any year and fail to pay for the same, the lessor may deduct payment for such excess gas from any royalties accruing to the lessor. Lessor agrees to assume all such risks caused by Lessor's loss or equipment. Lessor agrees to hold Lessor and the well operator and all parties in interest in any well on the leased premises harmless from any and all claims which may arise by the usage of gas from any well by Lessor, his heirs, executors, administrators and assigns.~~

**EXHIBIT**

**A**

8. If during the primary term hereof, a well is drilled and is a dry hole and is plugged according to law, then Lessee may continue the primary term in effect by either commencing operations for the drilling of a subsequent well, or by resuming payment of said delay rentals, before the expiration of 90 days from said plugging date. In the event a well is commenced during the primary term hereof, but is a dry hole and is plugged following the expiration of the primary term, then the primary term shall be extended for 90 days from said plugging date.

9. Lessee shall upon the completion of the first productive well upon said premises make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall resume delay rental payments for quarterly periods, beginning one year from the date that the first productive well shall be completed until said first well shall be connected to a pipeline. Likewise, in the event such well is shut-in for any reason after having produced in paying quantities, Lessee shall make shut-in royalty payments in the same amount as stated herein beginning one year from the date such well is shut-in and continuing until said well is returned to production.

10. The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent of adjoining lands or otherwise, as the Lessee may elect.

11. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil and gas development unit of not more than 640 acres or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8th) oil and gas royalty hereinbefore provided, that proportion of such one-eighth (1/8th) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease setting forth the leases or portions thereof consolidated and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut-in, the shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated.

12. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein then the royalties and rentals herein provided from shall be paid to the Lessor only in proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage of each parcel bears to the entire acreage consolidated.

13. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

14. The Lessee shall have the right to assign and transfer, as hereinabove set forth, the within lease in whole or in part and Lessor waives notice of any assignment of transfer of the within lease. Failure of payment of rental or royalty on any part shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned the Lessee herein shall have no further obligations hereunder. The Lessor hereby warrants and agrees to defend the title to the leased premises. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy and claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises. Lessee shall be entitled during the term of this lease to lay and maintain pipelines on and across Lessor's premises to transport natural gas produced on the said tract of land and/or other lands whether or not adjacent to the tract of land described herein. Beyond the term of this lease, any pipelines laid during the term of this lease shall continue to be operative. Lessors agree that they will not allow or negotiate with any other party or parties for any pipeline right-of-way, access roads or other activities on subject lease premises without first consulting with and receiving consent of Lessee.

15. The Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil or gas to, on, through and off the premises and pay all damages to growing crops, buildings, fences and trees caused by operations under this lease. All reclamation of well sites, tank sites and other surface damage shall be completed, weather permitting, within one year of the start of production or the completion of plugging.

16. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The injection of water, brine or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and Lessee agrees to adequately protect Lessor's fresh water supply from contamination or damage which may be caused by Lessee's operations. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the delay rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered. If the initial payment made hereunder by Lessee to Lessor is by Lessee's draft, then the parties agree that Lessee may stop payment on said draft prior to its due date and surrender this lease pursuant to this paragraph,

in the event of the failure of title of Lessor or for any other reason. In such event, Lessee shall have no underlying liability to Lessor in any amount.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure including but not limited to act of God, strikes, riots, and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

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19. If Lessor receives an offer to lease the oil and gas, covering any portion to the land described herein and becoming effective within 30 days of the expiration of this lease, Lessor hereby agrees to notify Lessee immediately of offeror's name and terms offered. Lessee for 15 days after receipt of such notice shall have the prior and preferred right and option to lease the oil and gas covered by the offer at the price, terms and conditions specified in the offer. Failure of the Lessor to provide such notice to the Lessee shall invalidate any lease entered into between Lessor and any such offeror.

20. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both expressed and implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet any or all of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

21. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

**22. TOP LEASE PREVENTION** During the term of this lease, Lessee hereby agrees not to execute another oil & gas lease, pertaining to the herein leased property, that would become effective after the primary term of the herein oil and gas lease. This wording is to prevent Top Leasing. If the Lessor receives an offer to lease the oil and gas covering all or any portion of the land described herein within six months after the expiration of this lease, Lessor hereby agrees to notify Lessee immediately of offer's name and the terms offered. Lessee for thirty (30) days after receipt of such notice shall have the preferred right and option to lease the oil and gas covered by the offer at the price, terms and conditions specified in the offer. Failure of the Lessor to provide such notice to the Lessee shall invalidate any lease entered into between Lessor and any such offeror.

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24. This lease is limited to all formation and strata from the surface to five thousand (5,000) feet below the surface.

not

IN WITNESS WHEREOF, and intending to be legally bound, the Lessors have hereunto set their hands and seals the day and year above written.

Signed and acknowledged in the presence of:

~~Frank J. Scott  
Sec'yrs~~

### Signatures

**Social Security No.  
or Tax I.D. No.**

194-46-4754

KAREN L. STACK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200116349

RECORDED ON

Oct 11, 2001  
2:06:55 PM  
Total Pages: 4

RECORDING FEES -	\$13.00
RECORDER FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WRT TAX	\$0.50
TOTAL	\$15.50

ENERVEST OPERATING

#### INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH/STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said state, do hereby certify that  
whose name(s) \_\_\_\_\_ signed to the writing hereto annexed, ha \_\_\_\_\_ this day acknowledged the same before me.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

My commission expires \_\_\_\_\_

Notary Public

#### INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH/STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said state, do hereby certify that  
whose name(s) \_\_\_\_\_ signed to the writing hereto annexed, ha \_\_\_\_\_ this day acknowledged the same before me.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

My commission expires \_\_\_\_\_

Notary Public

#### CORPORATE ACKNOWLEDGMENT

COMMONWEALTH/STATE OF *Pennsylvania* :  
COUNTY OF *Allegheny* : ss.

On this, the *31<sup>st</sup>* day of *July*, 2001, before me a Notary Public, the undersigned officer, personally appeared *Mark A. Thompson*, who acknowledged himself to be the *President* of *Westmoreland Company*, a corporation, and that he as such *President* being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as *President*.

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

My commission expires \_\_\_\_\_

Notarial Seal  
Constance Lee Orlant, Notary Public  
Bethel Park Boro, Allegheny County  
My Commission Expires Oct. 25, 2004

Notary Public

Prepared by and after recording return to:

EnerVest Operating, LLC

PO Drawer 1878

Clarksburg, WV 26302-1878

plot of lots of said Village of Glen Richey as lot number sixty six (66) and having frontage of sixty (60) feet on fifth Avenue and extending back one hundred and twenty (120) feet to an alley, reserving however, all coal and other minerals, with the privilege to mine and remove the same.

This being the same premises sold and conveyed by Susan Jones and H.C. Jones to Maude A. Penvose by their Deed dated the 7th day of May, 1918, and recorded at Clearfield Pa. in Deed Book No. 228, Page 9.

AND the said grantors, do hereby covenant and agree to and with the said grantees, that they, the grantors, their heirs, executors and administrators Shall and Will truly Warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantees, their heirs and assigns against the said grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof

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

Sealed and delivered in Maude A. Penvose (L.S.)  
the presence of Daniel Penvose (L.S.)  
R.C. Shaw

State of Pennsylvania)

County of Clearfield )SS:

On this 24 day of August A.D. 1937, before me R.C. Shaw, a Justice of the Peace in and for said County came the above named Maude A. Penvose and Daniel Penvose, her husband and acknowledged the foregoing Deed to be their act and deed, and desired the same to be recorded as such. Witness my hand and official seal the day and year aforesaid.

R.C. Shaw (off. seal)

Justice of the Peace

My commission expires first Monday in January 1940

I hereby certify that the precise residence of the grantee or grantees is as above stated

R C Shaw J P

U.S. Revenue \$ .50

Entered of Record Feb 15 1938. 2-15 P M

Recorded and Compared by *L G Shaw*  
*M F*  
Recorder.

DEED ) THIS DEED made the 15 day of December, A.D. 1936, by and  
SAMUEL R HAMILTON ET AL ) between Samuel R. Hamilton and Anna M. Hamilton, his wife,  
TO ) of the Borough of Clearfield, Pennsylvania, parties of the  
EMILY V BOULTON ) first part, and hereinafter called Grantors, and Emily V.  
Boulton, of the Borough of Clearfield, Pennsylvania, party of the second part, hereinafter  
called Grantee.

WITNESSETH:

That in consideration of One (\$1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantee



Six (6) perches North forty six degrees East (N. 46° E. Six (6) perches, North eight degrees East (N. 8° E) twelve (12) perches North twenty degrees East (N. 20° E) Thirteen (13) perches, North twenty two degrees West (N. 22° W) Sixteen (16) perches, North thirty three degrees East (N. 33° E) Ten (10) perches North sixty eight degrees East (N. 68° E) Ten (10) perches to a post on the west Branch of said Creek, a corner of land belonging to W. J. Cathcart, thence by her land north fifty nine and three quarter degrees West (N. 59 3/4° W) Forty (40) perches to a white line stump, thence by land of James Leech North eighty three and a half degrees West (N. 83 1/2° W) Eleven and five tenth (11.5) perches to a mapple, thence by said Leech North three and a half degrees E (N. 3 1/2° E.) twenty perches (20) to a post Thence by Alfred Long's land North eighty eight degrees West (N. 88° W) one hundred and twenty five (125) perches to the beginning, containing seventy five acres and allowance of six per cent for roads etc Being part of the same premises which Caleb Guyer, Committee of Benjamin Johnson a "Lunatic" conveyed to James B. Graham by deed dated Oct 1<sup>st</sup> 1861 recorded in Deed Book "V" pages 183 & 184 and by said J. B. Graham to Poynton Nevling by deed dated March 9<sup>th</sup> 1864, recorded in Book V Pages 185-186-187 and the said Jonathan Bynont and Mary, his wife and David A. Nevling and Lizzie his wife by their deed dated the 27<sup>th</sup> day of April, 1865, conveyed the same to the said John P. Garrison party hereto as by reference to their deeds will more fully appear and being the same premises conveyed to Harry A. Cathcart by will of his father, William Cathcart.

The party of the second part to have the right to enter upon said premises and dig or mine and remove said coal and have the right of roads and tramways and tipple over said premises and the usual mining rights.

And the said grantor, does hereby covenant and agree to and with the said grantee that he, the grantor his heirs, executors and administrators Shall and will Warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantee his heirs and assigns against the said grantor, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

In Witness whereof said grantor has hereunto set his hand and seal the day and year first above written.

Sealed and delivered in the

H. A. Cathcart (Seal)

presence of

T A Woods

State of Pennsylvania

County of County SS

On this 12 day of November 1, D. 1928, before me a Justice of the Peace came the above named H. A. Cathcart of Olantha Pa. and acknowledged the foregoing Deed to be his act and deed, and desired the same to be recorded as such.

Witness my hand and \_\_, the day and year aforesaid.

T A Woods (Off. seal)

Olantha, Pa.

Justice of the Peace my commission expires Jan 1932.

Entered of Record Nov 14, 1928 8-A.M.  
Recorded and Compared by

*Malvern Matthews*

Recorder

Deed  
Book 290 Page 167  
I hereby certify this to be a true  
and attested copy of the original  
document filed in this office.

OCT 15 2002

Attest: *James D. Stark*  
Reg. of Wills, Rec. of Deeds & Clk. of Orphans' Court

Commission Expires  
First Monday in January, 2004

Commonwealth of Pennsylvania

County of Clearfield SS

On the 12th day of November A D 1928, before me the subscriber, a Notary Public in and for said county came the above named James V. Motor and Elva F. Motor, his wife and acknowledged the foregoing Deed to be their act and deed, and desired the same to be recorded as such.

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

Jennie F. Bilev (Off. seal)

Notary Public

My commission expires March 6, 1931

Entered of Record Nov 13, 1928 10-30 A.M.

Recorded and Compared by

*Wm. J. Brattan*  
W.

Recorder

DEED ) THIS DEED, made the 29th day of October in the year Nineteen  
HARRY A CATHCART ) Hundred and twenty eight.  
TO ) Between Harry A. Cathcart of the Township of Pike, County  
S. R. HAMILTON ) of Clearfield and state of Pennsylvania of the first part  
and S. R. Hamilton of the Borough of Clearfield in the County and state aforesaid  
of the second part.

Witnesseth, that in consideration of the sum of One Dollar One (\$1.00)  
Dollars in hand paid, the receipt whereof is hereby acknowledged, the said grantor  
does hereby grant and convey to the said grantees,

All the coal and other minerals including oil and gas underneath  
that certain piece or tract of land situated in Pike Township, Clearfield County,  
Pennsylvania, bounded and described as follows: Beginning at a post corner at public  
square, thence South thirty one and a half degrees West (S. 31 $\frac{1}{2}$ " W.) along said  
road and land of James Leech, seventeen (17) perches to a post, thence South twelve  
and three fourth degrees west (S. 12 $\frac{3}{4}$ " W.) Fourteen (14) perches to a beech, thence  
South sixty and a half degrees East (S. 60 $\frac{1}{2}$ " E.) by other land of John B. Garrison, forty  
and three tenth (403/10") perches to a post at Little Clearfield Creek, thence  
down said Creek North sixty two degrees East (N. 62" E.) six (6) perches, thence by  
way of said Creek North eighteen and a half degrees East (N. 18 $\frac{1}{2}$ " E.) six (6) perches,  
also by said Creek North six degrees East (N. 6" E.) twelve (12) perches to a post;  
thence North twenty eight and a half degrees west (N. 28 $\frac{1}{2}$ " W.) by land of Cathcart  
twenty two and two tenth (22 2/10) perches to a post, thence North sixty nine degrees  
west (N. 69" W.) by land of E. Trout, twenty two and a half (22 $\frac{1}{2}$ ) perches to the place  
of beginning, containing eight acres and twenty one perches being part of tract  
warranted and surveyed in the name of Thomas Jordan whereby certain deeds and convey-  
ances the title became vested in the said John B. Garrison by his deed from Jonathan  
Boynton and Mary, his wife dated the twenty seventh day of April A. D. 1865, recorded  
in Clearfield in Deed Book B. B. Page 361 & 362, as by reference will more fully  
appear.



The party of the second part to have the right to enter upon said premises and dig or mine and remove said coal and have the right of roads and trams and tipples over said premises and the usual mining rights.

And the said grantor, does hereby covenant and agree to and with the said grantee, that he the grantor, his heirs, executors and administrators shall and will warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantee, his heirs and assigns against the said grantor, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

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

Signed and delivered in

H. A. Cathcart (Seal)

the presence of

T. A. Woods

State of Pennsylvania

County of Clearfield SS

On this 12 day of November A. D. 1928 before me a Justice of the Peace came the above named H. A. Cathcart Olimta, Pa and acknowledged the foregoing Deed to be his act and deed, and desired the same to be recorded as such.

Witness my hand and \_\_\_ the day and year aforesaid.

T. A. Woods (aff. seal)

Olimta, Pa.

Justice of the Peace,

My commission expires Jan 1932.

Entered of Record Nov. 14, 1928 8-A.M.

Recorded and Compared by

*Michael Brattan*

X  
Recorder

DEED ) THIS DEED, made the 29th day of October in the year Nineteen  
HARRY A CATHCART ) Hundred and twenty eight.  
TO ) Between Harry A. Cathcart of the township of Pike, County of  
S. R. HAMILTON ) Clearfield and state of Pennsylvania, of the first part and S. R.  
Hamilton of the Borough of Clearfield in the county and state aforesaid of the second part.  
Witnesseth, that in consideration of the sum of One Dollar One(\$1.00)  
Dollar in hand paid, the receipt whereof is hereby acknowledged the said grantor does  
hereby grant and convey to the said grantee, All the coal and other minerals including oil  
and gas underneath that certain piece or tract of land, situated in the Township,  
County and state aforesaid bounded and described as follows: Viz Beginning at a post at  
corner of land of Alfred Long on the line of Jordin Bloom, thence by said Bloom and land of  
H & S Snyder South two degrees West (S. 2° W.) One hundred and sixty three (163) perches  
to a post and stones. Thence by the land of J. B. Garrison, south seventy two degrees East  
(S. 72° E) One hundred and forty five and five tenths perches (145.5) to a post on the West  
Branch of Little Clearfield Creek. Thence down said creek North forty nine (N 49°) ten and  
eight tenths (10.8) perches, South eighty five and three quarters degrees East (S. 853/4° E)

*Need*  
*Book 290 Page 166*  
I hereby certify this to be a true  
and attested copy of the original  
document filed in this office.

OCT 15 2002

Attest: *James D. Smith*  
Reg. of Wills, Rec. of Deeds & Clk. of Orphans' Court

My Commission Expires  
First Monday in January, 2004

DEED ) THIS DEED, made the 29th day of October in the year Nineteen Hundred  
 BARRY A CATHCART ) and twenty eight.  
 TO ) Between Barry A. Cathcart, of the Township of Pike, County of  
 S. P. HAMILTON ) Clearfield and state of Pennsylvania, of the first part and S. R.  
 Hamilton, of the Borough of Clearfield in the county and state aforesaid of the second part.

Witnesseth that in consideration of the sum of One Dollar One (\$1.00) dollars in hand paid, the receipt whereof is hereby acknowledged, the said grantor do hereby grant and convey to the said grantees,

All the coal and other minerals including oil and gas underneath that certain piece or tract of land situated in Pike Township, County and state aforesaid, bounded and described as follows: Beginning at a stone corner of land formerly conveyed to William Cathcart and in line of land of Theodore Farnsworth, thence by said line North one degree West (N. 1° W.) one hundred and twenty three and four tenth (123 4/10) perches to a post corner on line of Jacob Ritter land, thence by the same North, eighty nine and one half degrees West (N. 89½° W) eighty one (81) perches to a post on line of Alfred D. Long thence by said Long land, South one and three fourth degrees, west (S. 13¾° W) one hundred and twenty three and one tenth (123 1/10) perches to a post corner of land conveyed formerly to William Cathcart, thence by the same south eighty nine and one half degrees East (S. 89½° E) sixty one and one half (61½) perches to a post by public road; thence by the same south twentyone degrees East (S. 21° E) four and three tenth (4 3/10) perches to a post thence South eighty nine and three fourth degrees East (S. 89¾° E) twenty four (24) perches to the stone and place of beginning, containing sixty (60) acres the same being part of a larger tract or piece of land conveyed by Jacob F. Ritter and Biscilena, his wife by an Indenture being dated the twenty fifth day of June, A. D. 1869 and entered on record in the office at Clearfield for recording of deeds in Book Number 6 pages 139 etc. to G. Litimer Reed and was by him by an assignment duly entered upon said deed of date the 30th day of August A. D. 1872 conveyed to John P. Garrison party of the first part, as by reference to the records it will more fully and at large appear.

The party of the second part to have the right to enter upon said premises and dig or mine and remove said coal and have the right of roads and travways and tipple over said premises and the usual mining rights.

And the said grantor does hereby covenant and agree to and with the said grantees, that he the grantor, his heirs, executors and administrators shall and will Warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantees, his heirs and assigns against the said grantor, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

In Witness whereof, said grantor has hereunto set his hand and seal the day and year first above written.

Sealed and delivered in the

B. A. Cathcart (Seal)

presence of

T A Woods

State of Pennsylvania

County of Clearfield SS

On this 12 day of November A. D. 1928, before me a Justice of the Peace came the above named B. A. Cathcart of Olinta, Pa. and acknowledged the foregoing Deed to be his act and deed, and desired the same to be recorded as such. Witness my hand and \_\_\_\_\_ the day and year aforesaid.

T A Woods (Off. seal)

Olinta, Pa. Justice of the Peace

EXHIBIT



*Deed*  
Book 290 Page 169  
I hereby certify this to be a true  
and attested copy of the original  
document filed in this office.

OCT 15 2002

Attest: *Karen D. Staub*  
Reg. of Wills, Rec. of Deeds & Clk. of Orphans' Court  
My Commission Expires  
First Monday in January, 2004

all their right, title and interest in and to all the coal and other minerals, including  
~~oil~~, ~~gas~~ and fire clay underlying those three certain pieces or tracts of land situate in  
Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

The first thereof beginning at a post corner at public square; thence south  $31\frac{1}{2}$  degrees  
west along said road and land of James Leech 17 perches to a post; thence south  $12\frac{3}{4}$  degrees  
west 14 perches to a beech; thence south  $60\frac{1}{2}$  degrees east by other lands of John B.  
Garrison 40.3 perches to a post at Little Clearfield Creek; thence down said Creek north  $62\frac{1}{2}$   
degrees east 6 perches; thence by way of said Creek north  $18\frac{1}{2}$  degrees east 6 perches; also  
by said Creek north 6 degrees east 12 perches to a post; thence north  $28\frac{1}{2}$  degrees west by  
land of Cathcart 22.2 perches to a post; thence north 69 degrees west by land of E. Trout  
22.2 perches to the place of beginning. Containing 8 acres and 21 perches.

The second thereof beginning at a post at corner of land of Alfred Long on the line of  
Jordan Bloom; thence by said Bloom and lands of H. & S. Snyder south 2 degrees west 163 per-  
ches to a post and stones; thence by the land of J.B. Garrison south 72 degrees east 145.5  
perches to a post on the West Branch of Little Clearfield Creek; thence down said Creek  
north 49 degrees 10.8 perches south  $85\frac{3}{4}$  degrees east 6 perches north 46 degrees east 6 per-  
ches north 8 degrees east 12 perches North 20 degrees east 12 perches north 22 degrees west  
16 perches north 33 degrees east 10 perches north 69 degrees east 10 perches to a post on  
the West Branch of said Creek, a corner of land belonging to M.J. Cathcart; thence by her  
land north  $59\frac{3}{4}$  degrees west 40 perches to a white pine stump; thence by land of James Leech  
north  $83\frac{1}{2}$  degrees west 11.5 perches to a maple; thence by said Leech north  $3\frac{1}{2}$  degrees east  
20 perches to a post; thence by Alfred Long's land north 83 degrees 125 perches to the  
beginning. Containing 75 acres and allowance of six per cent for roads, etc.

The third thereof beginning at a stone corner of land formerly conveyed to William  
Cathcart and in line of land of Theodore Farnsworth; thence by said line north 1 degree west  
123.4 perches to a post corner on line of Jacob Ritter land; thence by the same north  $89\frac{1}{2}$   
degrees west 81 perches to a post on line of Alfred D. Long; thence by said Long land south  
 $1\frac{3}{4}$  degrees west 123.1 perches to a post corner of land conveyed formerly to William Cath-  
cart; thence by the same south  $89\frac{1}{2}$  degrees east  $62\frac{1}{2}$  perches to a post by public road; thence  
by the same south 21 perches east 4.3 perches to a post; thence south  $89\frac{3}{4}$  degrees east 24  
perches to the stone and place of beginning. Containing 60 acres.

The Grantors also grant to the party of the second part, her heirs and assigns, the  
right to build and maintain convenient railroad sidings for the mining and removal of said  
coal and other minerals and the right to mine and remove said coal and other minerals under-  
lying the described premises without leaving support, natural or artificial, for the surface,  
free from any and all claims for damages on account of the exercise of any of the above  
mining rights.

AND the said Grantors do hereby covenant that they will warrant the property hereby  
conveyed.

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

Signed, Sealed and Delivered  
in the Presence of  
Harold J Boulton

Samuel R Hamilton (seal)  
Anna M. Hamilton (seal)

U. S. Revenue \$.50

State Documentary Stamps \$.25

State of Pennsylvania:  
County of Clearfield :SS

On this 15th day of December, A.D. 1936, before me, a Recorder of Deeds came the above named Samuel R. Hamilton and Anna M. Hamilton and acknowledged the foregoing Deed to be their act and deed, and desired the same might be recorded as such.

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

L.G.Darr (off. seal)

Recorder of Deeds

My commission expires First Monday in January 1940

We do hereby certify that the precise residence of the within named Grantee is the Borough of Clearfield, Pennsylvania.

December 15, 1936.

Harold J Boulton

Entered of Record Feb 15 1938. 5 P M

Recorded and Compared by

*L G Darr*  
*7MT*

Recorder

DEED ) THIS INDENTURE, Made the Eight day of February, in the  
CURWENSVILLE B & L ASS'N ) year of our Lord one thousand nine hundred and thirty eight  
TO ) BETWEEN The Curwensville Building & Loan Association, a  
PHIL MC GARY ET AL ) corporation or body politic, created by and existing under  
the laws of the Commonwealth of Pennsylvania, having its domicile in the borough of  
Clearfield, Clearfield County, Pennsylvania, party of the first part; and Phil McGary  
and Minnie McGary, / <sup>his wife,</sup> of Curwensville, Clearfield County, Pennsylvania, parties of the  
second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Three Hundred (\$300.00) Dollars, unto it well and truly paid by the said parties of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said parties of the second part, their heirs and assigns, forever;

ALL that certain tract of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit;

BEGINNING at a corner on the Township Road leading from Bloomington to Clearfield; thence westwardly by said lot fifty-one (51) rods to land now or formerly of A.B. Owens; thence northwardly by said land, now or formerly of A. B. Owens, forty-eight(48) rods to land now or formerly of E.A. Bloom; thence by land of A.F. Bloom and others sixty-one (61) rods to land now or formerly of Samuel M. Rowles Estate; thence southwardly by said last mentioned land thirty-four (34) rods to the place of beginning. Containing fourteen (14) acres, more or less.

Being the same premises which Bessie Gifford and John Gifford, her husband by deed dated February 12, 1925, recorded in Deed Book No. 273 page 495 granted and conveyed to Curwensville Building & Loan Association, grantor herein.

*Deed*  
*Book 320 Page 362*  
I hereby certify this to be a true  
and attested copy of the original  
document filed in this office.

OCT 15 2002

Attest: *Karen D. Stark*  
Reg. of Wills, Rec. of Deeds & Clk. of Orphans' Court

My Commission Expires  
First Monday in January, 2004

The party of the second part to have the right to enter upon said premises and dig or mine and remove said coal and have the right of roads and tramways and tipple over said premises and the usual mining rights.

And the said grantor, does hereby covenant and agree to and with the said grantee, that he the grantor, his heirs, executors and administrators Shall and will warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantee, his heirs and assigns against the said grantor, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

In Witness whereof, said grantor has hereunto set his hand and seal the day and year first above written.

Signed and delivered in

H. A. Cathcart (Seal)

the presence of

T A Woods

State of Pennsylvania

County of Clearfield SS

On this 12 day of November A. D. 1928 before me a Justice of the Peace came the above named H. A. Cathcart Olanta, Pa and acknowledged the foregoing Deed to be his act and deed, and desired the same to be recorded as such.

Witness my hand and \_\_\_ the day and year aforesaid.

T. A. Woods (off. seal)

Olanta, Pa.

Justice of the Peace.

My commission expires Jan 1932.

Entered of Record Nov. 11, 1928 8-A.M.

Recorded and Compared by

*Michael Brattan*

X

Recorder

DEED ) THIS DEED, Made the 29th day of October in the year Nineteen  
HARRY A CATHCART ) Hundred and twenty eight.  
TO ) Between Harry A. Cathcart of the township of Pike, County of  
S. R. HAMILTON ) Clearfield and state of Pennsylvania, of the first part and S. R.  
Hamilton of the Borough of Clearfield in the county and state aforesaid of the second part.

Witnesseth, that in consideration of the sum of One Dollar One(\$1.00)  
Dollar in hand paid, the receipt whereof is hereby acknowledged the said grantor does  
hereby grant and convey to the said grantee, All the coal and other minerals including oil  
and gas underneath that certain piece or tract of land, situated in the Township,  
County and state aforesaid bounded and described as follows: Viz Beginning at a post at  
corner of land of Alfred Long on the line of Jordan Bloom, thence by said Bloom and land of  
H & S Snyder South two degrees West (S. 2° W.) One hundred and sixty three (163) perches  
to a post and stones. Thence by the land of J. B. Garrison, south seventy two degrees East  
(S. 72° E) One hundred and forty five and five tenth perches (145.5) to a post on the West  
Branch of Little Clearfield Creek. Thence down said creek North forty nine (N 49°) ten and  
eight tenth (10.8) perches, South eighty five and three quarters degrees East (S. 853/4° E)

Received for Recording \_\_\_\_\_ Lease # \_\_\_\_\_  
 Recorded \_\_\_\_\_ Map Ref. 126-I11-15, 66, 18, 19, 110, 5.2  
 Book \_\_\_\_\_ Pg. \_\_\_\_\_ Renewal # \_\_\_\_\_  
 Expires \_\_\_\_\_

See deed  
200007500

## OIL and GAS LEASE

THIS AGREEMENT made and entered into this the 12<sup>th</sup> day of February  
19 98, by and between Anne S. Thacik, and George J. Thacik, her husband

hereinafter called Lessor (whether one or more), and Mid-East Oil Company  
 hereinafter called Lessee. Box 1378

Indiana, PA 15701

WITNESSETH, that said Lessor, in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and of the covenants hereinafter contained on the part of said Lessee, to be paid, kept and performed, has granted, demised, leased and let, exclusively unto Lessee, with covenants of general warranty, for the purpose and with the rights of drilling, producing, and otherwise operating for oil and gas, and of laying pipe lines and building tanks, roads, stations, and electric power lines, houses for valves, meters, regulators and other appliances, with all other rights and privileges necessary, incident to or convenient for the operation of this land alone and conjointly with neighboring lands, all that certain tract of land situate in the

Township of Pike, County of Clearfield

State of Pennsylvania, and bounded substantially as follows:

On the North by lands of	<u>tract 15</u>	<u>Olanta</u>	<u>Brinton</u>	<u>tract 66</u>
On the East by lands of	<u>Small Tracts</u>			<u>R. Mays</u>
On the South by lands of	<u>M. Thompson</u>			<u>Small Tracts</u>
On the West by lands of	<u>Freeman</u>			<u>Cathcart</u>

and containing, for the purpose of calculating rentals, 145 acres of land whether actually

containing more or less; and part of all said land is described in that certain deed to Lessor from \_\_\_\_\_

Will of Betty Hamilton dated \_\_\_\_\_

recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Recorder's Office of said County.

1. It is agreed that this lease shall remain in force for a primary term of two (2) years from the date hereof and as long thereafter as the said land is operated by Lessee in the production of oil and gas.

2. (a) Lessee covenants and agrees to deliver to the credit of Lessor, his heirs or assigns, free of costs, in the pipe line to which said Lessee may connect its wells, a royalty of one-eighth ( $\frac{1}{8}$ ) of native oil produced and saved from the leased premises.

(b) Lessee covenants and agrees to pay Lessor as a royalty for the native gas from each and every well drilled on said premises producing native gas, an amount equal to one-eighth ( $\frac{1}{8}$ ) of the gross proceeds received from the sale of same at the prevailing price for gas sold at the well, for all native gas saved and marketed from the said premises, payable quarterly.

3. If Lessee shall not have either begun operations for the commencement of a well on the premises or on the premises pooled or unitized herewith within 60 days from the date hereof Lessee agrees to pay to the Lessor the sum of one hundred and forty five and 0/00's, DOLLARS (\$ 145.00) annually,

commencing 60 days from date as a rental for 12 months such commencement is delayed, subject however to the right of cancellation hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinbefore provided for is the chief consideration until commencement of a well. The commencement of a well, shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof. In the event of completion of a commercially unproductive well on the Premises the Lessee shall be under no obligation to make delay rental payments for a period of one year following the completion of such well. At the expiration of this rental free period, Lessee may continue to hold this lease for such further terms as it may desire, not to exceed the primary term thereof, upon the payment of the rentals above mentioned. Lessee may, at its option, pay rentals quarterly or annually.

4. All payments under this lease shall be made by check or voucher to the order of Anne and or George Thacik, mailed to 201 McLaughlin St. Curwensville, PA

16833 until the Lessee shall have written notice from the Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require evidencing such change of ownership directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction shall absolve the Lessee from any liability to any heir or assign of the Lessor. All payments or royalty are to be made according to Lessor's respective interest therein, as hereafter set forth, and this lease shall not be forfeited for Lessee's failure to pay any rentals or royalties until Lessee has received written notice by registered mail of such default and shall fail, for a period of thirty (30) days after receipt of such notice to pay same.

EXHIBIT

F

Current landowner is entitled to gas allotment listed below, at the sole discretion of lessee.

VOL 1910 PAGE 563

5. Lessor excepts and reserves a total amount of 200,000 cubic feet of gas annually or such part thereof as Lessor may use each year from the gas that Lessee may hereafter produce or otherwise have available from one gas production well completed and operated by Lessee hereunder upon the leased premises, which said amount of 200,000 cubic feet of gas per year Lessor shall be entitled to receive free of cost for heat and light in one dwelling house on the leased premises when and as long as Lessee may elect to produce or operate a well for the aforesaid purposes upon the leased premises, by Lessor laying the necessary lines and making connections at Lessor's cost at such point on the demised premises as may be designated by the Lessee, provided said gas is used with economical appliances and is measured by meter furnished by Lessee. The regulation of such gas will be by regulators furnished by Lessor, and approved by Lessee, placed at a point designated by Lessee, with said gas to be used at Lessor's own risk and Lessee not to be in any way liable for any interruption or insufficient supply of such gas for said domestic use caused by pumping stations, breakage of lines or otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells or pipelines on the leased premises and removing the pipe therefrom at any time. If more than 200,000 cubic feet per year is used, the excess shall be paid for at the rate charged to domestic consumers in the same area, and in case of default in payment for gas used in excess of said 200,000 cubic feet, Lessee is hereby authorized to deduct the amount thereof from any royalty or other payments that are then due, or may later become due, under the terms of this lease. This privilege is granted upon condition that the Lessor shall use said gas in safe and proper pipes and appliances and shall subscribe to and be bound by the reasonable rules and regulations of the Lessee.

6. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the leased premises shall come into dispute or litigation, or, if, in the judgement of Lessees, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder.

7. If and when drilling or other operations hereunder are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, weather, war, rebellion, insurrection, riot, strike, differences with workmen, failure of subcontractors, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, rule, regulation, requisition or necessity of the government, or any other recognized force majeure, or as the result of any other cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

8. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipe lines, meters, well equipment, houses, buildings, and other structures which Lessee has placed or caused to be placed on said premises, including the right to pull and remove all casing and tubing.

9. If the Lessee shall begin operations for the commencement of a well during the terms of this lease or any extension thereof, the Lessee shall then have the right to complete the drilling of such wells, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the term first herein mentioned.

10. Lessee shall have the right to assign this lease or any interest therein and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and rentals as to the acreage assigned to it.

11. Lessee shall upon completion of the first productive well upon said premises make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall resume delay rental payments for quarterly periods, beginning one year from the date that the first productive well shall be completed until first well shall be connected to a pipeline.

12. Lessee may, at any time during the term hereof, cancel and surrender this lease, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the leased premises, by the mailing of a notice of such surrender, and a check covering all rentals, if any, due up to the date of such cancellation or surrender.

13. It is agreed that said Lessee may drill or not drill on said land as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.

14. It is agreed that said Lessee shall have the privilege of using free of charge sufficient water, oil and gas from the said premises to run all machinery necessary for drilling and operations thereon, and at any time to remove all machinery and fixtures placed on said premises.

15. No well shall be drilled by Lessee within 200 feet of the dwelling house or barn now on said premises, except by consent of Lessor.

16. The leased premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operation hereunder.

17. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations and shall bury all permanent pipelines below plow depth though cultivated areas upon request of Lessor or within a reasonable length of time thereafter.

18. This instrument may be executed in counterparts each having the same validity as if the original. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor.

19. Lessee is hereby granted the right to pool and unitize all or any part of the land described above with any other lease or leases, land or lands, mineral estates, or any of them whether owned by the Lessee or others, so as to create one or more drilling or production units. Such drilling or production units shall not exceed 640 acres in extent and shall conform to the rules and regulations of any lawful government authority having jurisdiction of the premises, and with good drilling or production practice in the area in which the land is located. In the event of the unitization of the whole or any part of the land covered by this lease, Lessee shall before or after the completion of a well, record a copy of its unit operation designation in the County wherein the leased premises are located, and mail a copy thereof to the Lessor. In order to give effect to the known limits of the oil and gas pool, as such limits may be determined from available geological or scientific information or drilling operations, Lessee may at any time increase or decrease that portion of the acreage covered by this lease which is included in any drilling or production unit, or exclude it altogether, provided that written notice thereof shall be given to Lessor promptly. As to each drilling or production unit designated by the Lessee, the Lessor agrees to accept and shall receive out of the production or the proceeds from the production from such unit, such proportion of the royalties specified herein, as the number of acres out of the lands covered by this lease which may be included from time to time in any such unit bears to the total number of acres included in such unit rather than the full amount of the royalty stated in section 2 above. The commencement, drilling, completion of or producing from a well on any portion of the unit created under the terms of this paragraph shall have the same effect upon the terms of this lease as if a well were commenced, drilled, completed or producing on the land described herein. In the event, however, that a portion only of the land described in this lease is included from time to time in such a unit, Lessees may at its option continue or extend the effectiveness of this lease as to the remaining acreage by the payment of the proportionate part of the delay rental attributable thereto. The free gas herein referred to shall be used only by the Lessor upon whose property the well is located.

20. Lessee, in its sole discretion, may plug and abandon any well which it has drilled on the leased premises.

21. Lessee shall be entitled during the term of this lease to lay and maintain pipelines on and across Lessor's premises to transport, without any fee payable therefor to Lessor, natural gas produced on the said tract of land and/or on other lands whether or not adjacent to the tract of land described herein.

Beyond the term of this lease, Lessees shall not be entitled to lay and maintain additional pipelines across Lessor's premises without specific written consent of Lessor, however any pipelines laid during the term of this lease shall continue to be operative at the Lessee's option without any fee payable to Lessor.

22. Lessee shall sell the production of the well on such terms and conditions as Lessee, in its sole discretion may deem appropriate. Lessee shall have no duty to obtain production sales terms which maximize the royalties payable to Lessee hereunder.

All the terms, conditions, limitations and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

X Anne S. Pharis (Seal)

SS# 172 16 8248

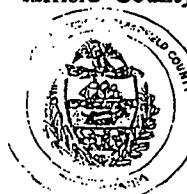
X George T. Lair (Seal)

SS# 578 16 9586

(Seal)

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:46 PM 2-26-98  
BY Mel Easton  
FEES 13.50  
Karen L. Stark, Recorder

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



Karen L. Stark

Karen L. Stark  
Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Washington } SS.

On this, the 12<sup>th</sup> day of February, 1998, before  
 me a notary public, the undersigned officer,  
 personally appeared Anne S. Thacik and George J. Thacik

satisfactory proven to me to be the person S whose name S are subscribed to the within instrument,  
 and acknowledged that they executed the same for the purposes therein contained.

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

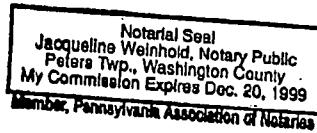


## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

} SS:

COUNTY OF \_\_\_\_\_



On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ before me personally appeared

to me known to be the person described in, and who executed the foregoing instrument, and, \_\_\_\_\_ he duly acknowledged to me  
 that \_\_\_\_\_ he executed the same.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF WEST VIRGINIA

} SS:

COUNTY OF \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before  
 me \_\_\_\_\_, the undersigned officer,  
 personally appeared \_\_\_\_\_

being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing \_\_\_\_\_

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Entered of Record 2-26-1998: 2:46p Karen L. Starck, Recorder

Quit Claim Deed

# This Indenture

Made the 25<sup>th</sup> Day of *May*, 2000

Between, George J. Thacik, widower, of 201 McLaughlin Street,  
Curwensville, Pennsylvania, 16833

Grantor,

*Party of the first part and*

Mid-East Oil Company, 255 Airport Road, Indiana, Pennsylvania, 15701,

Grantee,

*Parties of the second part*

Witnesseth, that the said party of the first part, in consideration of Twenty Five Thousand dollars (25,000) now paid by the said parties of the second part, does grant, bargain, sell, quitclaim and convey unto the said parties of the second part, their heirs and assigns,

All his interest in the oil and gas under that certain piece, parcel or tract of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as:

One Hundred Forty Five (145) acres of land in Pike Township, Clearfield County, including Tax Assessment Map Numbers 126-III-15 and 126-III-66.  
126-III-18 & 19

## Tract # 1:

Beginning at a post on corner of land of Alfred Long and line of Jordan Bloom, thence by land of H. & S. Snyder south 2 degrees west 163 perches to a post and stones, thence by land of J.B. Garrison south 72 degrees east 145.5 perches to a post on the west branch of Little Clearfield Creek, thence down said creek north 49 degrees 10.8 perches, south 85 3/4 degree east 6 perches, north 46 degrees east 6 perches, north 8 degrees east 12 perches, north 20 degrees east 13 perches, north 22 degrees west, 16 perches, north 33 degrees east, 10 perches, north 68 degrees east, 10 perches, to a post on the west branch of said creek, a corner of land belonging to M. J. Cathcart, thence by land north 59 degrees west 40 perches to a white line stump, thence by land of James Leech north 83 1/2 degrees west 11.5 perches to a maple, thence by said Leech north 3 1/2 degrees east 20 perches, thence by land of Alfred Long's land north 88 degrees west 125 perches to the place of beginning.

Containing 75 acres more or less.

## Tract # 2:

Beginning at a post corner at public square, thence south 31 1/2 degrees west along the road of land of James Leech 17 perches to a post, thence south 12 3/4 degrees west 14 perches to a beech, thence south 60 1/2 degrees east by other land of John Garrison, 43 3/10 perches to a post at Little Clearfield Creek, thence down said creek north 62 degrees east 6 perches, thence by the creek north 18 1/2 degrees east 6 perches also by said creek north 6 degrees east 12 perches to a post, thence north 28 1/2 degrees west by land of Cathcart 22 2/10 to a post, thence north 69 degrees west by land of Trout 22 1/2 perches to the place of beginning.

Containing 8 acres and 21 perches.

EXHIBIT

G

KAREN L. STARCK  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 INSTRUMENT NUMBER  
 200007500  
 RECORDED ON  
 May 31, 2000  
 11:31:52 AM

RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	\$1.00
IMPROVEMENT FUND	\$1.00
STATE TRANSFER TAX	\$250.00
STATE MWT TAX	\$0.50
PIKE TOWNSHIP	\$125.00
CUMBERVILLE AREA SCHOOLS	\$125.00
<b>TOTAL</b>	<b>\$515.50</b>

Tract # 3:

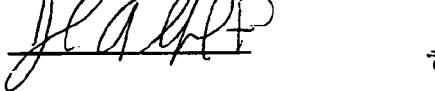
Beginning at a stone corner of land formerly conveyed to William Cathcart and line of land of Theodore Farnsworth, thence by said line north 1 degree west 123.4 perches to a post corner on line of Jacob Ritter land, thence by the same north 89 1/2 degrees west 81 perches to a post on line of Alfred Long, thence by said Long land south 1 3/4 degrees west 123.1 perches to a post corner of land conveyed formerly to William Cathcart, thence by the same south 89 1/2 degrees east 61 1/2 perches to a post by public road, thence by the same south 21 degrees east 4 3/10 perches to a post, thence south 89 3/4 degrees east 24 perches to a stone and the place of beginning.  
 Containing 60 acres more or less.

Being the same tracts conveyed to S.R. Hamilton by deeds dated October 29, 1928 and recorded in deed book volume 290, page 166; October 29, 1928, deed book volume 290, page 167, and October 29, 1928, deed book volume 290, page 169, and further devised by Betty Hamilton to Ann Thacik, as further documented by the records of Clearfield County.

To have and to hold the said premises, with all singular appurtenances, unto the said party of the second part, its heirs and assigns, to and for the only proper use and behoof of the said party of the second part, its heirs and assigns forever. And, the said parties of the first part, for himself, his heirs, executors and administrators do by these presents, covenant, grant and agree to and with the said party of the second part, its heirs and assigns, that the said party of the first part and his heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances unto the said party of the second part and its heirs, and against all and every other person or persons, whomsoever, lawfully claiming or to claim the same or any part thereof, by, from or under him, and will quitclaim to the party of the second part.

In Witness Whereof, said grantor have hereunto set his hand and seal this day and year first above written.

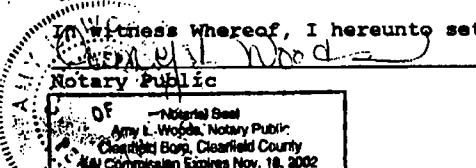
Sealed and delivered in the presence of

  
George J. Thacik  
 George J. Thacik, widower

State of Pennsylvania  
 County of Clearfield

On this, the 25<sup>th</sup> Day of May, 2000  
 before me the undersigned officer, personally appeared George J. Thacik,  
 widower, known to me to be the persons whose names are subscribed to  
 the within instrument and acknowledged that he executed the same for  
 the purpose therein contained.

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

  
 Notary Public

Amy L. Woods, Notary Public  
 Clearfield County  
 Commission Expires Nov. 18, 2002

My Public Office is 255 Airport Road, Indiana, Pennsylvania,  
 15701.

*Instrument*  
#200007500

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

DEC 15 2002

Attest:

*James D. Stark*

Reg. of Wills Rec. of Deeds & Clk. of Orphans' Court

My Commission Expires  
First Monday in January, 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
ORPHANS' COURT DIVISION

In re:

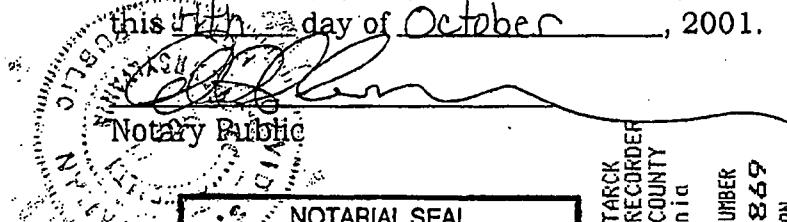
Estate of Anne Smith  
Tkacik, late of  
Curwensville Borough,  
Clearfield County,  
Pennsylvania, deceased

**RENUNCIATION AND RELEASE**

NOW, this 4th day of October, 2001, the undersigned,  
**CLAUDE RICHARD BLOOM**, 715 Ogden Avenue, Clearfield, Pennsylvania, being  
an adult individual and being the son and only child of Anne Smith Tkacik,  
formerly Anne Smith Bloom, 221 McLaughlin Street, Curwensville, Pennsylvania,  
who died on January 17, 1999, leaving a will, dated June 20, 1972, a true copy  
being attached hereto, wherein she left her entire estate to my stepfather, George  
Tkacik, and that I do hereby accept said will as valid under the law and that I  
make this sworn statement as my intention to and do hereby renounce and  
release any claim as an heir of my mother's estate and release her estate, my  
stepfather, George Tkacik, and any person or party who has purchased any  
asset, of either real estate or personal property owned by my mother at the time  
of her death, from any said claims by me, including, but not limited to, the 145  
acres of oil and gas rights in Pike Township, Clearfield County, Pennsylvania,  
lying and being underneath the lands now or formerly of Dollie Beckman and  
which said oil and gas have been sold by my stepfather George Tkacik, to Mid-  
East Oil Company by deed dated May 25, 2000, and recorded in the Office of the  
Recorder of Deeds of Clearfield County to Instrument No. 200007500.

Claude Richard Bloom  
Claude Richard Bloom

SWORN to and SUBSCRIBED before me  
this 4th day of October, 2001.



NOTARIAL SEAL  
David S. Ammerman, Notary Public  
Clearfield Borough, County of Clearfield  
My Commission Expires Nov. 20, 2004

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200115869  
RECORDED ON  
Oct 04, 2001  
10:10:23 AM  
FILE NUMBER  
2001-589  
Total Pages: 4  
RECORDING FEES - \$10.00  
ORPHANS COURT/REGISTER OF  
WILLS  
TOTAL \$10.00  
AMMERMAN, DAVID  
CUSTOMER

EXHIBIT

H

LAST WILL AND TESTAMENT

I, ANNE SMITH THACIK, of the Borough of Curwensville, Clearfield County, Pennsylvania, do hereby make my Last Will and Testament, and revoke any and all other Wills and Codicils by me at any time heretofore made.

1. I direct that all my just debts and expenses, including the costs of my last illness, burial, cemetery lot and marker, be paid from my estate as soon after my death as shall be consistent with the orderly settlement of my estate.

2. I order and direct that my funeral shall be modest in character and in keeping with my station in life, and that I be buried in my family burial plot located in the Thompson Cemetery, situated in Lawrence Township, Clearfield County, Pennsylvania, and that there shall be erected on my burial lot a grave marker, substantial, but plain.

3. I direct that all inheritance, estate, succession, or similar duties or taxes which may be levied against my estate or which shall become payable in respect to any property or interest passing by reason of my death, or under my Will or any Codicil which I may hereafter execute, shall be paid out of the principal of my estate, without diminution of any devises, bequests, or legacies.

4. All the rest, residue, and remainder of my estate, real, personal, and mixed, of whatsoever kind, and wheresoever situate, I give, devise and bequeath to my husband, GEORGE THACIK, providing he shall survive me by sixty (60) days.

5. Should my husband, GEORGE THACIK, predecease me, or die on or before the sixtieth (60th) day following my death, then I give, devise and bequeath all the rest, residue and remainder,

Anne Smith Thacik  
Anne Smith Thacik

of my estate, real, personal, and mixed, of whatsoever kind, and wheresoever situate, to my son, CLAUDE RICHARD BLOOM, if living, and to his descendants per stirpes, if deceased; the descendants of any deceased child of mine to represent their ancestor and to take such deceased ancestor's share per stirpes.

6. I hereby nominate, constitute and appoint my husband, GEORGE THACIK, as Executor of this my Last Will and Testament, and in the event that my husband, GEORGE THACIK, does not survive me or should die simultaneously with me or for any other reason should fail to qualify as Executor, or if qualified thereafter, should for any reason cease to act, then I nominate and appoint my son, CLAUDE RICHARD BLOOM, as Successor Executor, with all of the authority and powers granted to my Executor, I direct that my Executor or Successor Executor shall act without bond in any case and this provision shall apply whether or not they are residents of the Commonwealth of Pennsylvania.

7. I authorize and empower my Executor to settle any claims in favor of or against my estate on whatever terms in his sole and absolute discretion he shall determine desirable and he shall not be required to obtain approval of the Court or consent of the beneficiaries under the Will. He is also authorized and empowered in his sole and absolute discretion to distribute in kind, sell, lease, assign, or transfer any portion or all of my estate, including the right to sell any real estate or any part thereof to himself on whatsoever terms he desires without obtaining approval of the Court or consent of the beneficiaries, and to execute any necessary bills of sale, deeds, leases, or other instruments.

Anne Smith Thacik  
Anne Smith Thacik

IN WITNESS WHEREOF, I have hereunto set my hand and  
seal to this my Last Will and Testament, which consists of three  
(3) pages, to each of which I have affixed my signature, this  
20 day of June, One Thousand Nine Hundred Seventy-Two,  
(1972).

*Anne Smith Thacik* (SEAL)  
Anne Smith Thacik

Signed, sealed, published,  
and declared by  
ANNE SMITH THACIK, the  
above named Testatrix, as  
and for her Last Will and  
Testament, in the presence  
of us, who at her request,  
in her presence, and in the  
presence of each other, all  
being present at the same  
time, and believing her to  
be in sound mind, have  
hereunto subscribed our  
names as attesting witnesses.

Sylvia Reed Residing at Clearfield, Pa.  
Calvin O'Day Residing at Clearfield, PA  
Dorothy Marshall Residing at Clearfield, Pa.

This is to certify that the information here given is correctly copied from an original certificate of death duly filed with me as Local Registrar. The original certificate will be forwarded to the State Vital Records Office for permanent filing.

**WARNING: It is illegal to duplicate this copy by photostat or photograph.**

Fee for this certificate, \$2.00



June Lachewich

### Local Registrar

5734332

No.

APR 02 1999

Date

95-143 Rev. 2/87

COMMONWEALTH OF PENNSYLVANIA • DEPARTMENT OF HEALTH • VITAL RECORDS  
CERTIFICATE OF DEATH



KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200106532

RECORDED ON  
May 07, 2001  
1:45:58 PM

FILE NUMBER  
2001-260

RECORDING FEES - \$10.00  
ORPHANS' COURT/REGISTER OF  
WILLS

TOTAL \$10.00

CUSTOMER  
HOPKINS, DAVID J.

FILED  
cc. Atty

110:59 AM pd. 95.00  
Nov 12 2002

William A. Shaw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13623

ENER VEST OLANTA, LLC

02-1753-CD

VS.

BOULTON, EMILY V. , dec. et al

**COMPLAINT ACTION TO QUIET TITLE**

**SHERIFF RETURNS**

NOW FEBRUARY 5, 2003 AT 1:26 PM EST SERVED THE WITHIN COMPLAINT ACTION TO QUIET TITLE ON EMILY CHASE WEAVER, DEFENDANT, AT RESIDENCE, 303 WEST MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EMILY CHASE WEAVER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION TO QUIET TITLE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW FEBRUARY 6, 2003 AT 11:15 AM EST SERVED THE WITHIN COMPLAINT ACTION TO QUIET TITLE ON DOLLIE C. BECKMAN, DEFENDANT, AT RESIDENCE, RD 1, BOX 46, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DOLLIE C. BECKMAN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION TO QUIET TITLE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW FEBRUARY 3, 2003, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A .HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ACTION TO QUIET TITLE ON ROBERTINA EIGHMY, DEFENDANT.

NOW FEBRUARY 7, 2003 ATTEMPTED TO SERVE THE WITHIN COMPLAINT ACTION TO QUIET TITLE ON ROBERTINA EIGHMY, DEFENDANT BY DEPUTIZING THE SHEIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND".

**FILED**

MAR 05 2003 *W.A. Shaw*

**William A. Shaw  
Prothonotary**

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13623

ENER VEST OLANTA, LLC

02-1753-CD

VS.

BOULTON, EMILY V., dec. et al

**COMPLAINT ACTION TO QUIET TITLE**

**SHERIFF RETURNS**

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**Return Costs**

Cost	Description
56.50	SHFF. HAWKINS PAID BY: ATTY.
50.00	SHFF. DEFAZIO PAID BY: ATTY.
3.00	NOTARY PAID BY; ATTY.
30.00	SURCHARGE PAID BY: ATTY.
<u>139.50</u>	

**Sworn to Before Me This**

5 Day Of January 2003  


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

**So Answers,**

  
by Marilyn Hays  
Chester A. Hawkins  
Sheriff

PETER R. DEFAZIO  
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET  
PITTSBURGH, PA 15219-2496  
PHONE (412) 350-4700

DENNIS SKOSNIO  
Chief Deputy

PLAINTIFF ENER VEST OLANTA, LLC

VS.

DEFT. EMILY V. BOULTON, Dec.

ADD. DEFT. SERVE: ROBERTINA EIGHMY

ADD. DEFT. 234 Frances Road

GARNIShee Pittsburgh, Pa. 15239

ADDRESS \_\_\_\_\_

MUNICIPALITY or CITY WARD \_\_\_\_\_

DATE: 19 \_\_\_\_\_

ATTY'S Phone 724-228-8115

ATTY. \_\_\_\_\_

ADDRESS DONALD D. SAXTON JR.  
119 South College St.  
Washington, Pa. 15301

INDICATE TYPE OF SERVICE:  PERSONAL  PERSON IN CHARGE  DEPUTIZE  CERT. MAIL  POSTED  OTHER  LEVY  SEIZED & STORE

Now, February 3 2003, SHERIFF OF ALLEGHENY COUNTY, PA do hereby depose the Sheriff of

ALLEGHENY

County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: \_\_\_\_\_

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 7 day of February 2003 at 12:00 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) reside(s). Name & Relationship \_\_\_\_\_
- Adult in charge of Defendant's residence who refused to give name or relationship.
- Manager/Clerk of place of lodging in which Defendant(s) reside(s).
- Agent or person in charge of Defendant(s) office or usual place of business.
- Other \_\_\_\_\_
- Property Posted \_\_\_\_\_

Defendant not found because:  Moved  Unknown  No Answer  Vacant  Other \_\_\_\_\_

Certified Mail  Receipt \_\_\_\_\_  Envelope Returned \_\_\_\_\_  Neither receipt or envelope returned: writ expired \_\_\_\_\_

Regular Mail Why \_\_\_\_\_

Notarial Seal  
Sheila R. O'Brien, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires June 19, 2004  
Member, Pennsylvania Association of Notaries

You are hereby notified that on \_\_\_\_\_, 19\_\_\_\_\_, levy was made in the case of \_\_\_\_\_  
Possession/Sale has been set for \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock.

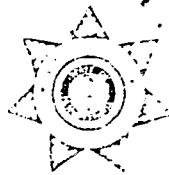
**YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.**

ATTEMPTS \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Additional Costs Due \$ \_\_\_\_\_, This is placed  
on writ when returned to Prothonotary. Please check before  
satisfying case.

**PETER R. DEFAZIO, Sheriff**

By \_\_\_\_\_ Deputy \_\_\_\_\_  
District \_\_\_\_\_



# Sheriff's Office Clearfield County

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

Robert Snyder  
CHIEF DEPUTY  
Cynthia Aughenbaugh  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

ENER VEST OLANTA, LLC

TERM & NO. 02-1753-CD

VS

DOCUMENT TO BE SERVED:  
COMPLAINT ACTION TO QUIET TITLE

EMILYN V. BOULTON, Dec.

**SERVE BY:** 3/5/03

**MAKE REFUND PAYABLE TO:** DONALD D. SAXTON JR. Attorney

**SERVE:** ROBERTINA EIGHMY

**ADDRESS:** 234 Frances Road, Pittsburgh, Pa. 15239

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF ALLEGHENY COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 3rd Day of February 2003.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

*Will Olney*  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENER VEST OLANTA, LLC

CIVIL DIVISION

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a/JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased; his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN, deceased, her administrators, executors, heirs, successors and assigns; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

Defendants.

NOTICE TO PLEAD

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

*Will Olney*  
Donald D. Saxton, Jr.

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

NOV 12 2002

Attest.

*Will Olney*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. )  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; and all other persons having or )  
claiming to have any right, title or interest in )  
the oil and gas estate hereinafter described. )  
Defendants. )

**NOTICE TO DEFEND**

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

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

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

OR

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
vs. )  
Plaintiff, )  
vs. )  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; and all other persons having or )  
claiming to have any right, title or interest in )  
the oil and gas estate hereinafter described. )  
Defendants. )

COMPLAINT IN CIVIL ACTION

**Quiet Title to Oil and Gas**

AND NOW, comes Plaintiff, EnerVest Olanta, LLC, by its counsel, Law Offices of Donald D. Saxton, Jr., P.C., by Donald D. Saxton, Jr., Esquire, and files this Complaint in Civil Action to Quiet Title to the oil and gas against the defendants, averring as follows:

1. Plaintiff is EnerVest Olanta, LLC, a limited liability company organized under the laws of the State of Texas having its principal office address at 1001 Fannin Suite, 111, Houston, Texas 77002.
2. Plaintiff is the owner of an Oil and Gas Lease dated May 1, 2001 recorded in the Office of Recorder of Deeds, Clearfield County, Pennsylvania as Instrument No. 200116349 by which plaintiff leases the oil and gas and the right to operate and produce the oil and gas underlying two tracts of land aggregating 145 acres, more or less given by Mid-East Oil Company to plaintiff. A copy of this Oil and Gas Lease is attached, made a part hereof and labeled Exhibit "A."
3. Defendants are all the persons known to plaintiff having a possible claim of title to the oil and gas within and underlying three tracts of land: one of 75 acres, more or less; one of sixty (60) acres, more or less; and one of eight (8) acres, more or less, aggregating 145 acres, more or less, situate in Pike Township, Clearfield County, Pennsylvania, described in the deed of Samuel R. Hamilton and Anna M. Hamilton, husband and wife, to Emily V. Boulton dated December 15, 1936 recorded in the Office of Recorder of Deeds, Clearfield County, Pennsylvania, in Deed Book 320, page 362. A copy of this deed, certified by the Recorder of Deeds of Clearfield County, Pennsylvania, is attached, made a part hereof and labeled Exhibit "B".
4. The 145 acre, more or less, premises which is subject to the oil and gas lease owned by plaintiff and referenced in Paragraph 2 above, is the same premises consisting of three tracts aggregating 145 acres, more or less, which is referenced in Paragraph 3 above.
5. Pursuant to the grant of the oil and gas and the right to operate and produce oil and gas to plaintiff by the oil and gas lease referenced at Paragraph 2 above, plaintiff has drilled, completed and is operating a gas well on the surface of a tract of land containing eight (8) acres, more or less, now or formerly owned by Dollie C.

Beckman, which is also identified as Tax Map Parcel: 126-111-18, which well is identified by plaintiff as "Beckman Well No. 7."

6. The surface land on which plaintiff's Beckman Well No. 7 is located overlies the oil and gas within and underlying a portion of the three parcels of land aggregating the 145 acres, more or less, referenced in Paragraph 3 above.
7. The abstract of title to the oil and gas conveyed to plaintiff by the oil and gas lease referenced at Paragraph 2, above within and being produced by plaintiff by means of Beckman Well No. 7, referenced at Paragraph 5 above is as follows:
  - (a) By three deeds each dated October 29, 1928 and recorded in the Office of Recorder of Deeds, Clearfield County, Pennsylvania, as hereinafter set forth, Harry A. Cathcart conveyed to S.R. Hamilton the coal and other minerals including the oil and gas under three tracts of land in Pike Township, Clearfield County, Pennsylvania as follows:
    - (i) Tract containing seventy five 75 acres with an allowance of six percent for roads recorded in Deed Book 290, page 164. A copy of which deed certified by the Clearfield County Recorder of Deeds is attached hereto, made a part hereof and labeled Exhibit "C."
    - (ii) Tract containing eight (8) acres and twenty one (21) perches recorded in Deed Book 290, page 166. A copy of which deed certified by the Clearfield County Recorder of Deeds is attached hereto, made a part hereof and labeled Exhibit "D."
    - (iii) Tract containing sixty (60) acres recorded in Deed Book 290, page 169. A copy of which deed certified by the Clearfield County Recorder of Deeds is attached hereto, made a part hereof and labeled Exhibit "E."
  - (b) By deed dated December 15, 1936 recorded in the Office of Recorder of Deeds, Clearfield County, Pennsylvania, in Deed Book 320, page 362, by Samuel R. Hamilton and Anna M. Hamilton, husband and wife, conveyed to Emily V. Boulton the coal and other minerals within three parcels of land: one containing eight (8) acres, 21 perches; the second containing 76 acres with an allowance of 6% for public roads; and third containing 60 acres with a granting clause stating as follows:

"The said Grantors do hereby grant and convey unto the said Grantee all their right, title and interest in and to all the coal and other minerals, including oil, gas and fireclay underlying those three certain pieces or tracts of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:"

[*"Strike out"* and *"underlining"* contained in instrument of record.]  
A certified copy of which is attached as Exhibit "B"

plus the mining rights stating as follows:

"The Grantors also grant to the party of the second part, her heirs and assigns, the right to build and maintain convenient railroad sidings for the mining and removal of said coal and other minerals and the right to mine and remove said coal and other minerals underlying the described premises without leaving support, natural or artificial, for the surface, free from any and all claims for damages on account of the exercise of any of the above mining rights."

A copy of this deed certified by the Recorder of Deeds of Clearfield County, Pennsylvania, is attached to this Complaint, made a part hereof and labeled Exhibit "B."

- (c) S.R. Hamilton a/k/a Samuel R. Hamilton and Anna M. Hamilton died intestate survived by a daughter, Betty Hamilton a/k/a Elizabeth Ann Hamilton. No record of an estate for S.R. Hamilton or Samuel R. Hamilton is found in the public records of Clearfield County, Pennsylvania and no record of an estate for Anna M. Hamilton is found in the public records of Clearfield County, Pennsylvania.
- (d) Title to the oil and gas passed by the laws of intestate descent from S. R. Hamilton and Anna M. Hamilton to Elizabeth Ann Hamilton a/k/a/ Betty Hamilton, their daughter, who died testate on October 29, 1983, a resident of Clearfield County, Pennsylvania.
- (e) Letters of Administration, C.T.A. were granted to Anne Smith Thacik by the Register of Wills, Clearfield County, Pennsylvania, November 1, 1983 to administer the Estate of Elizabeth Ann Hamilton a/k/a/ Betty Hamilton, deceased, and recorded in Will Book 47, page 106.
- (f) The holographic will of Betty Hamilton dated November 20, 1981, recorded in Will Book 47, page 103 and admitted to probate as stated in subparagraph (e) above, devised all of the decedent's property, personal and real, to Mrs. Anne Thacik with the express notation that the bequest included 25 acres of oil and gas rights in Pike Township which was then leased to Phillips Production Company of Butler.
- (g) Anne S. Thacik died January 17, 1999, a resident of Clearfield County, Pennsylvania, survived by her husband, George J. Thacik.
- (h) By oil and gas lease dated February 12, 1998, recorded in Deed Book 1910, page 562, Anne S. Thacik and George J. Thacik, wife and husband, leased 145 acres of oil and gas to Mid-East Oil Company. A copy of said lease is attached hereto, made a part hereof and labeled Exhibit "F."

- (i) By Indenture dated May 25, 2000, recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No. 2000 07500, George J. Thacik, widower, conveyed to Mid-East Oil Company all his interest in the oil and gas under two tracts of land totaling 145 acres in Pike Township, Clearfield County, Pennsylvania, which instrument contains a recital of title stating that the interest conveyed is the same conveyed to S.R. Hamilton by the three deeds dated October 29, 1928 recorded respectively in Deed Book 290, page 166; Deed Book 290, page 167; and Deed Book 290, page 169 and devised by Betty Hamilton to Ann Thacik. A copy of this Indenture is attached hereto, made a part hereof and labeled Exhibit "G."
- (j) By Renunciation and Release dated October 4, 2001, Claude Richard Bloom of Clearfield, Pennsylvania, stated that he is the only child of Anne Smith Thacik, formerly Anne Smith Bloom, and he is releasing and renouncing any claim he had to the estate of his mother, Anne Smith Thacik, to his stepfather, George Thacik, which Renunciation and Release specifically included 45 acres of oil and gas rights in Pike Township, Clearfield County, Pennsylvania underlying the lands of Dollie Beckman and which were sold by George Thacik to Mid-East Oil Company by deed dated May 25, 2000 and recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200007500. A copy of the Renunciation and Release is attached hereto, made a part hereof, and labeled Exhibit "H."
- (k) By oil and gas lease dated May 1, 2001, Mid-East Oil Company granted to EnerVest Olanta, LLC, the plaintiff, for oil and gas purposes, 145 acres consisting of two tracts in Pike Township, Clearfield County, Pennsylvania, reciting that the leased premises being the same lands conveyed to Mid-East Oil Company by Anne S. Thacik and George J. Thacik. A copy of the said oil and gas lease is attached hereto as Exhibit "A."

8. The striking through the words "oil and gas" and a portion of the word "including" in the granting clause of the deed of Samuel R. Hamilton and Anna M. Hamilton to Emily V. Boulton dated December 15, 1936 (Exhibit "B") by the Recorder of Deeds in the preparation of the exemplified instrument placed of record renders the instrument of record ambiguous concerning the intent of the grantors with respect to the oil and gas, e.g. as to whether the grant was to convey the grantors' interest in the subject oil and gas or as to whether it was not their intent to convey such interest and rather omit the oil and gas from the operation of the deed.
9. If the words "oil and gas" and the word "including" were contained in the original instrument and not "struck through" as they appear to be on the exemplified instrument prepared by the Recorder of Deeds, then the grantors' intent would not be

properly reflected by the exemplified instrument since it would have been their intent to convey the oil and gas by the operation of the deed.

10. If the intent of the grantors was to convey the oil and gas by the operation of the deed to Emily V. Boulton, then title to the oil and gas would be vested in her heirs, successors and assigns.
11. If title to the oil and gas vested in Emily V. Boulton by the deed of Samuel R. Hamilton and Anna M. Hamilton, husband and wife, to her dated December 15, 1936 (see Exhibit "B") then the chain of title of the oil and gas since that date would be as follows:
  - (a) Emily V. Boulton died testate November 17, 1969 and her will dated July 10, 1957 was admitted to probate by the Register of Wills, Clearfield County, Pennsylvania on November 24, 1969 at Will Book 15, page 283.
  - (b) Emily V. Boulton devised all of her estate to her son, Harold J. Boulton.
  - (c) Harold J. Boulton died testate February 16, 1992 and his will dated April 26, 1972 was admitted to probate by the Register of Wills, Clearfield County, Pennsylvania on February 23, 1992 at Will Book 43, page 110.
  - (d) Harold J. Boulton devised all of his estate to his widow, Julia K. Boulton.
  - (e) Julia K. Boulton, a/k/a Julia Kerr Chase Boulton, a/k/a Julia K. Chase Boulton, a/k/a Julia K. Chase, died testate June 2, 1995 and her will dated August 31, 1974 was admitted to probate by the Register of Wills, Clearfield County, Pennsylvania on June 6, 1995 at Will Book 86, page 228.
  - (f) Julia K. Boulton devised all of her estate to her children, Emily Chase Weaver and William C. Chase, Jr.
12. In 1931, S.R. Hamilton was assessed for taxation with 46 and 50 acres of coal rights without mention of an assessment for taxation of oil and gas.
13. The interest of S.R. Hamilton in the 46 and 50 acres of coal rights referenced in Paragraph 12 above, was sold to Clearfield County and appears to have been conveyed by Clearfield County Commissioners Sale of November 30, 1936 to Harold Boulton as reflected in Tax Sale Docket 3, page 107.

14. By assessment for taxation in 1957, Harold Bolton was assessed for 75 acres of minerals and oil and gas.
15. The source of title to the 1957 assessment against Harold Boulton for mineral and oil and gas is unknown but may be by the Commissioners Sale of November 20, 1936 referenced at Paragraph 13 above.
16. By deed dated January 4, 1965 recorded March 27, 1967 in the Office of Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 528, page 537, Louise Mahaffey, Treasurer of Clearfield County, Pennsylvania, conveyed 75 acres of minerals and oil and gas assessed in the name of Harold J. Bolton for non payment of property taxes for the year 1962 to Don W. Eighmy and Robertina Eighmy, husband and wife.
17. A death certificate filed of record at Instrument No. 2001106532 indicates that Don W. Eighmy died April 1, 1999, a resident of Allegheny County, Pennsylvania, survived by his wife, Robertina Eighmy. A copy of the death certificate of Don W. Eighmy is attached hereto, made a part hereof, and labeled Exhibit "I."
18. No record of the administration of an estate for Don E. Eighmy appears in the Office of the Register of Willis of Clearfield County, Pennsylvania.
19. To the best of Plaintiff's knowledge and belief, S.R. Hamilton, a/k/a Samuel R. Hamilton and Anna M. Hamilton, his wife, died intestate survived only by a daughter, Betty Hamilton, a/k/a Elizabeth Ann Hamilton, and were not survived by any other heir or other person other than their daughter, Betty Hamilton, a/k/a Elizabeth Ann Hamilton, who would take any interest in the estate of S. R. Hamilton or Anna M. Hamilton under the law of intestate distribution in effect as of the date of their deaths.
20. To the best of Plaintiff's knowledge and belief, no estate proceeding has been instituted in Allegheny County, Pennsylvania for Don W. Eighmy who died April 1,

1999 a resident of that county, survived by his widow, Roberta Eighmy, who resides at 234 Frances Road, Pittsburgh, Pennsylvania 15239

21. If S.R. Hamilton, a/k/a Samuel R. Hamilton, and Anna M. Hamilton, husband and wife, the grantors, did not intend to convey the oil and gas to Emily V. Boulton by the operation of their deed dated December 15, 1936 (Exhibit "A") as reflected by the "strike out" of the words "oil and gas" on the exemplified instrument of record, then title to the oil and gas should remain vested in Samuel R. Hamilton and Anna M. Hamilton, husband and wife, their respective heirs, successors and assigns.
22. The Act of May 28, 1715, 1 Sm.L.94, §5 governs the recording of deeds and conveyances in Pennsylvania and reads as follows:

"All deeds and conveyances made or to be made, and proved or acknowledged, and recorded as aforesaid, which shall appear so to be, by endorsement made thereon, according to the true intent and meaning of this act, shall be of the same force and effect here for the giving possession and seisin, and making good the title and assurance of the said lands, tenements and hereditaments, as deeds of feoffment, with livery and seisin, or deeds enrolled in any of the King's courts of record at Westminster, are or shall be in the Kingdom of Great Britain. And the copies or exemplifications of all deeds so enrolled, being examined by the recorder, and certified under the seal of the proper office (which the recorder, or keeper thereof, is hereby required to affix thereto) shall be allowed in all courts where produced, and are hereby declared and enacted to be as good evidence, and as valid and effectual in law, as the original deeds themselves, or as bargains and sales enrolled in the said courts at Westminster, and copies thereof can be; and that the same may be showed, pleaded and made use of accordingly." 21 P.S. §471.

23. The courts of Pennsylvania have held that because of the effect of this statute that the recording of a deed duly executed, attested and acknowledged is equivalent to the delivery of seisin, Lancaster v. Smith, 17 P.F. Smith 427, 67 Pa. 427 (1871), that the exemplified recorded document is proper evidence without the production of the original document, Curry v. Raymond, 4 Casey 144, and that the burden of proof of irregularity in the execution of the recorded deed is to be borne by the party seeking to set it aside. Hagopain v. Eskandarian, 8 Bucks 28 (1958).

24. The deed of Samuel R. Hamilton and Anna M. Hamilton to Emily V. Boulton (Exhibit "B") as recorded in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, at Deed Book 320, page 362 is entitled to the presumption established by the statute, is the equivalent of delivery of seisin, and is proper evidence of the original instrument unless clear and convincing evidence is produced by a party seeking to set it aside that it is not an accurate exemplification of the original instrument.
25. The deed of Samuel R. Hamilton and Anna M. Hamilton to Emily V. Boulton (Exhibit "B") does not convey any interest in the oil and gas to Emily V. Boulton, her administrators, heirs, successors and assigns.

WHEREFORE, plaintiff respectfully requests this Honorable Court to order and decree that the deed of Samuel R. Hamilton and Anna M. Hamilton, husband and wife to Emily C. Boulton dated December 15, 1936 recorded in Deed Book 320, page 362 (Exhibit "B") is an exemplification of the original deed and entitled to the presumption of the validity of recorded instruments established by the law of Pennsylvania and that the said deed did not convey to Emily V. Boulton, her administrators, heirs, successors or assigns any interest of Samuel R. Hamilton and Anna M. Hamilton, husband and wife, may have had in the oil and gas underlying and within the lands described therein, and quiet the title of the said oil and gas as of December 15, 1936 in Samuel R. Hamilton and Anna M. Hamilton, husband and wife, their heirs and assigns and in Mid-East Oil Company by virtue of the deed of George J. Thacik, dated May 25, 2000, recorded as Instrument No. 2000 07500, Clearfield County, Pennsylvania, subject only to the lease of the said oil and gas by Mid-East Oil Company dated May 1, 2002 to EnerVest Olanta, LLC, the plaintiff.

Respectfully submitted,

**LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.**

Date: November 11, 2002

/s/ Donald D. Saxton, Jr.  
Donald D. Saxton, Jr., Esquire  
Attorney for Plaintiff

## **VERIFICATION**

AND NOW, comes the undersigned, who, being duly sworn according to law, deposes and says that the allegations of fact set forth in the foregoing Complaint in Civil Action are true and correct to the best of his knowledge, information, and belief; having obtained information from the Plaintiff. The Plaintiff is not available, being out of state at the time required to file the verification.

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

Date: November 11, 2002

/s/ Donald D. Saxton, Jr.  
Donald D. Saxton, Jr.  
Attorney for Plaintiffs

## OIL AND GAS LEASE

AFFIDAVIT No. 34740

THIS LEASE, made and entered into this 1st day of May 2001 by and between  
Mid-East Oil Company

hereinafter called **EnerVest Olanta L.L.C.** Lessor, and

, hereinafter as Lessee:

1. That the Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto Lessee, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oils, gas and their constituents from the subject land and other lands, regardless of the source of such gas or the location of the wells and the placing of tanks, equipment, roads and structures thereon to procure and operate for the said products, all that certain tract of land situated in Pike Township, Clearfield County, Commonwealth of Pennsylvania, bounded substantially as follows:

North by lands of Olanta Small Tracts Brinton  
East by lands of Olanta Small Tracts R. Mays  
South by lands of M. Thompson Small Tract  
West by lands of Freeman Cathcart  
being all land(s) owned by Lessor or to which Lessor may have any rights to in Section/Lot 126-111-15, 66, 18, 19, 110, 5.2

in the aforesaid Township and County, containing 145 acres, more or less and being the same lands  
conveyed to Lessor(s) by Anne S. Thacik and George J. Thacik (her husband)  
and recorded in said County in Deed Book No.       , Page       .

2. No well shall be drilled within 200 feet of the present buildings unless both parties consent thereto.

3. This lease shall continue in force for the term of ~~xxxxxxxxxx~~ years from the effective date of ~~xxxxxxxxxx~~ and as long thereafter as the Lessee is engaged in the production of or search for oil and /or gas on the leased premises.

xxx x x This lease, however, shall be construed and every provision and all rights of either party hereunder shall cease and terminate unless, within xxxxxxxxxxxx days from the date hereof, a x x x x x shall be executed and on the premises x x x x x unless otherwise stated there shall be paid to the lessor x x x x x and to the lessee x x x x x \$1,000.00 for each year for which the lease is not renewed, for delinquency in payment of rent, for any damage to the property, or for any other cause, to be mutually agreed upon, until the commencement of a suit.

5. In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, the equal one-eighth (1/8th) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8th) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipelines. (B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8th) of the wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used; (C) In no event shall Lessee be obligated to pay royalties to Lessor calculated on any price higher than actually received by Lessee at the wellhead.

6. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to Mid East Oil Box 1378 Indiana, PA 15701

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas of their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.



8. If during the primary term hereof, a well is drilled and is a dry hole and is plugged according to law, then Lessee may continue the primary term in effect by either commencing operations for the drilling of a subsequent well, or by resuming payment of said delay rentals, before the expiration of 90 days from said plugging date. In the event a well is commenced during the primary term hereof, but is a dry hole and is plugged following the expiration of the primary term, then the primary term shall be extended for 90 days from said plugging date.

9. Lessee shall upon the completion of the first productive well upon said premises make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall resume delay rental payments for quarterly periods, beginning one year from the date that the first productive well shall be completed until said first well shall be connected to a pipeline. Likewise, in the event such well is shut-in for any reason after having produced in paying quantities, Lessee shall make shut-in royalty payments in the same amount as stated herein beginning one year from the date such well is shut-in and continuing until said well is returned to production.

10. The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent of adjoining lands or otherwise, as the Lessee may elect.

11. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil and gas development unit of not more than 640 acres or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8th) oil and gas royalty hereinbefore provided, that proportion of such one-eighth (1/8th) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease setting forth the leases or portions thereof consolidated and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut-in, the shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated.

12. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein then the royalties and rentals herein provided from shall be paid to the Lessor only in proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage of each parcel bears to the entire acreage consolidated.

13. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

14. The Lessee shall have the right to assign and transfer, as hereinabove set forth, the within lease in whole or in part and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned the Lessee herein shall have no further obligations hereunder. The Lessor hereby warrants and agrees to defend the title to the leased premises. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy and claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises. Lessee shall be entitled during the term of this lease to lay and maintain pipelines on and across Lessor's premises to transport natural gas produced on the said tract of land and/or other lands whether or not adjacent to the tract of land described herein. Beyond the term of this lease, any pipelines laid during the term of this lease shall continue to be operative. Lessors agree that they will not allow or negotiate with any other party or parties for any pipeline right-of-way, access roads or other activities on subject lease premises without first consulting with and receiving consent of Lessee.

15. The Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil or gas to, on, through and off the premises and pay all damages to growing crops, buildings, fences and trees caused by operations under this lease. All reclamation of well sites, tank sites and other surface damage shall be completed, weather permitting, within one year of the start of production or the completion of plugging.

16. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The injection of water, brine or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and Lessee agrees to adequately protect Lessor's fresh water supply from contamination or damage which may be caused by Lessee's operations. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the delay rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered. If the initial payment made hereunder by Lessee to Lessor is by Lessee's draft, then the parties agree that Lessee may stop payment on said draft prior to its due date and surrender this lease pursuant to this paragraph,

in the event of the failure of title of Lessor or for any other reason.. In such event, Lessee shall have no underlying liability to Lessor in any amount.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure including but not limited to act of God, strikes, riots, and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

~~18. If the Lessor receives an offer to lease the oil and gas, covering any portion to the land described herein and becoming effective within 30 days of the expiration of this lease, Lessor hereby agrees to notify Lessee immediately of offeror's name and terms offered. Lessee for 15 days after receipt of such notice shall have the prior and preferred right and option to lease the oil and gas covered by the offer at the price, terms and conditions specified in the offer. Failure of the Lessor to provide such notice to the Lessee shall invalidate any lease entered into between Lessor and any such offeror.~~

*met*

19. If Lessor receives an offer to lease the oil and gas, covering any portion to the land described herein and becoming effective within 30 days of the expiration of this lease, Lessor hereby agrees to notify Lessee immediately of offeror's name and terms offered. Lessee for 15 days after receipt of such notice shall have the prior and preferred right and option to lease the oil and gas covered by the offer at the price, terms and conditions specified in the offer. Failure of the Lessor to provide such notice to the Lessee shall invalidate any lease entered into between Lessor and any such offeror.

20. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both expressed and implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet any or all of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

21. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

22. **TOP LEASE PREVENTION** During the term of this lease, Lessee hereby agrees not to execute another oil & gas lease, pertaining to the herein leased property, that would become effective after the primary term of the herein oil and gas lease. This wording is to prevent Top Leasing. If the Lessor receives an offer to lease the oil and gas covering all or any portion of the land described herein within six months after the expiration of this lease, Lessor hereby agrees to notify Lessee immediately of offeror's name and the terms offered. Lessee for thirty (30) days after receipt of such notice shall have the preferred right and option to lease the oil and gas covered by the offer at the price, terms and conditions specified in the offer. Failure of the Lessor to provide such notice to the Lessee shall invalidate any lease entered into between Lessor and any such offeror.

~~23. If the Lessor receives an offer to lease the oil and gas, covering any portion to the land described herein and becoming effective within 30 days of the expiration of this lease, Lessor hereby agrees to notify Lessee immediately of offeror's name and terms offered. Lessee for 15 days after receipt of such notice shall have the prior and preferred right and option to lease the oil and gas covered by the offer at the price, terms and conditions specified in the offer. Failure of the Lessor to provide such notice to the Lessee shall invalidate any lease entered into between Lessor and any such offeror.~~

*met*

24. This lease is limited to all formation and strata from the surface to five thousand (5,000) feet below the surface.

*met*

IN WITNESS WHEREOF, and intending to be legally bound, the Lessors have hereunto set their hands and seals the day and year above written.

Signed and acknowledged in the presence of:

Frank J. Scott  
Sec/Tres

Donald Thompson  
Pres/Dir

Signatures

Social Security No.  
or Tax I.D. No.

194-46-4754

KAREN L. STACK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200116349

RECORDED ON  
Oct 11, 2001  
2:06:55 PM

Total Pages: 4

RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
TOTAL	\$15.50

CUSTOMER  
ENERVEST OPERATING

#### INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH/STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said state, do hereby certify that  
whose name(s) \_\_\_\_\_ signed to the writing hereto annexed, ha \_\_\_\_\_ this day acknowledged the same before me.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_  
2001.

My commission expires \_\_\_\_\_.

Notary Public

#### INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH/STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said state, do hereby certify that  
whose name(s) \_\_\_\_\_ signed to the writing hereto annexed, ha \_\_\_\_\_ this day acknowledged the same before me.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_  
2001.

My commission expires \_\_\_\_\_.

Notary Public

#### CORPORATE ACKNOWLEDGMENT

COMMONWEALTH/STATE OF *Pennsylvania* :  
COUNTY OF *Allegheny* : ss.

On this, the 31<sup>st</sup> day of July, 2001, before me a Notary Public, the undersigned officer,  
personally appeared Mark A. Thompson, who acknowledged himself to be the President  
of Allegheny Energy Company, a corporation, and that he as such President being  
authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation  
by himself as President.

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

Notarial Seal Constance Lee Orient, Notary Public Bethel Park Boro, Allegheny County My Commission Expires Oct. 25, 2004
---

My commission expires \_\_\_\_\_.

Notary Public

*Constance Lee Orient*



Prepared by and after recording return to:  
EnerVest Operating, LLC  
PO Drawer 1878  
Clarksburg, WV 26302-1878

plot of lots of said Village of Glen Richey as lot number sixty six (66) and having a frontage of sixty (60) feet on fifth Avenue and extending back one hundred and twenty (120) feet to an alley, reserving however, all coal and other minerals, with the privilege to mine and remove the same.

This being the same premises sold and conveyed by Susan Jones and H.C. Jones to Maude A. Penvose by their Deed dated the 7th day of May, 1918, and recorded at Clearfield Pa. in Deed Book No. 228, Page 9.

AND the said grantors, do hereby covenant and agree to and with the said grantees, that they, the grantors, their heirs, executors and administrators Shall and Will truly Warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantees, their heirs and assigns against the said grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof

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

Sealed and delivered in Maude A. Penvose (L.S.)  
the presence of Daniel Penvose (L.S.)  
R.C. Shaw

State of Pennsylvania)

County of Clearfield ) SS:

On this 24 day of August A.D. 1937, before me R.C. Shaw, a Justice of the Peace in and for said County came the above named Maude A. Penvose and Daniel Penvose, her husband and acknowledged the foregoing Deed to be their act and deed, and desired the same to be recorded as such. Witness my hand and official seal the day and year aforesaid.

R.C. Shaw (off. seal)

Justice of the Peace

My commission expires first Monday in January 1940

I hereby certify that the precise residence of the grantee or grantees is as above stated

R C Shaw J P

U. S. Revenue \$.50

Entered of Record Feb 15 1938. 2-15 P M

Recorded and Compared by *L G Shaw*  
*M F*  
Recorder.

DEED ) THIS DEED made the 15 day of December, A.D. 1938, by and  
SAMUEL R HAMILTON ET AL ) between Samuel R. Hamilton and Anna M. Hamilton, his wife,  
TO ) of the Borough of Clearfield, Pennsylvania, parties of the  
EMILY V BOULTON ) first part, and hereinafter called Grantors, and Emily V.  
Boulton, of the Borough of Clearfield, Pennsylvania, party of the second part, hereinafter  
called Grantee.

WITNESSETH:

That in consideration of One (\$1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantee

EXHIBIT

B

all their right, title and interest in and to all the coal and other minerals, including ~~oil, gas~~ and fire clay underlying those three certain pieces or tracts of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

The first thereof beginning at a post corner at public square; thence south  $31\frac{1}{2}$  degrees west along said road and land of James Leech 17 perches to a post; thence south  $12\frac{3}{4}$  degrees west 14 perches to a beech; thence south  $60\frac{1}{2}$  degrees east by other lands of John B. Garrison 40.3 perches to a post at Little Clearfield Creek; thence down said Creek north  $62\frac{1}{2}$  degrees east 6 perches; thence by way of said Creek north  $18\frac{1}{2}$  degrees east 6 perches; also by said Creek north 6 degrees east 12 perches to a post; thence north  $28\frac{1}{2}$  degrees west by land of Cathcart 22.2 perches to a post; thence north 69 degrees west by land of E. Trout 22.2 perches to the place of beginning. Containing 8 acres and 21 perches.

The second thereof beginning at a post at corner of land of Alfred Long on the line of Jordan Bloom; thence by said Bloom and lands of H. & S. Snyder south 2 degrees west 163 perches to a post and stones; thence by the land of J.B. Garrison south 72 degrees east 145.5 perches to a post on the West Branch of Little Clearfield Creek; thence down said Creek north 49 degrees 10.8 perches south  $85\frac{3}{4}$  degrees east 5 perches north 46 degrees east 3 perches north 8 degrees east 12 perches north 69 degrees east 10 perches to a post on the West Branch of said Creek, a corner of land belonging to M.J. Cathcart; thence by her land north  $59\frac{3}{4}$  degrees west 40 perches to a white pine stump; thence by land of James Leech north  $83\frac{1}{2}$  degrees west 11.5 perches to a maple; thence by said Leech north  $3\frac{1}{2}$  degrees east 20 perches to a post; thence by Alfred Long's land north 83 degrees 125 perches to the beginning. Containing 75 acres and allowance of six per cent for roads, etc.

The third thereof beginning at a stone corner of land formerly conveyed to William Cathcart and in line of land of Theodore Farnsworth; thence by said line north 1 degree west 123.4 perches to a post corner on line of Jacob Ritter land; thence by the same north  $89\frac{1}{2}$  degrees west 81 perches to a post on line of Alfred D. Long; thence by said Long land south  $1\frac{3}{4}$  degrees west 123.1 perches to a post corner of land conveyed formerly to William Cathcart; thence by the same south  $89\frac{1}{2}$  degrees east  $62\frac{1}{2}$  perches to a post by public road; thence by the same south 21 perches east 4.3 perches to a post; thence south  $89\frac{1}{2}$  degrees east 24 perches to the stone and place of beginning. Containing 60 acres.

The Grantors also grant to the party of the second part, her heirs and assigns, the right to build and maintain convenient railroad sidings for the mining and removal of said coal and other minerals and the right to mine and remove said coal and other minerals underlying the described premises without leaving support, natural or artificial, for the surface, free from any and all claims for damages on account of the exercise of any of the above mining rights.

AND the said Grantors do hereby covenant that they will warrant the property hereby conveyed.

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

Signed, Sealed and Delivered  
In the Presence of  
Harold J Boulton

Samuel R Hamilton (seal)  
Anne M. Hamilton (seal)

U.S. Revenue \$.50 -

State Documentary Stamps \$.25

DEED ) THIS DEED, made the 29th day of October in the year Nineteen Hundred  
BARRY A. CATHCART ) and twenty eight.

TO ) Between Barry A. Cathcart, of the Township of Pike, County of  
S. R. HAMILTON ) Clearfield and state of Pennsylvania, of the first part and S. R.  
Hamilton, of the Borough of Clearfield in the county and state aforesaid of the second part.

witnesseth that in consideration of the sum of One Dollar One (\$1.00) Dollars  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor do hereby grant  
and convey to the said grantees,

All the coal and other minerals including oil and gas underneath that certain  
piece or tract of land situated in Pike Township, County and state aforesaid, bounded and  
described as follows: Beginning at a stone corner of land formerly conveyed to William Cath-  
cart and in line of land of Theodore Farnsworth, thence by said line North one degree West  
(N. 1° W.) one hundred and twenty three and four tenth (123 4/10) perches to a post corner  
on line of Jacob Ritter land, thence by the same North, eighty nine and one half degrees West  
(N. 89 1/2° W.) eighty one (81) perches to a post on line of Alfred D. Long thence by said Long  
land, South one and three fourth degrees, west (S. 13 3/4° W.) one hundred and twenty three and one  
tenth (123 1/10) perches to a post corner of land conveyed formerly to William Cathcart, thence  
by the same south eighty nine and one half degrees East (S. 89 1/2° E.) sixty one and one half (61 1/2)  
perches to a post by public record, thence by the same sooth twentyone degrees East (S. 21° E.)  
four and three tenth (4.3/10) perches to a post thence South eighty nine and three fourth  
degrees East (S. 89 3/4° E.) twenty four (24) perches to the stone and place of beginning, contain-  
ing sixty (60) acres the same being part of a larger tract or piece of land conveyed by  
Jacob P. Ritter and Isabella, his wife by an Indenture being date the twenty fifth day of  
June, A. D. 1869 and entered on record in the office at Clearfield for recording of deeds in  
Book Number 6 pages 139 etc. to G. Latimer Reed and was by him by an assignment duly entered  
upon said deed of date the 30th day of August A. D. 1872 conveyed to John P. Garrison party of  
the first part, is by reference to the records it will more fully and at large appear.

The party of the second part to have the right to enter upon said premises and  
dig or mine and remove said coal and have the right of roads and travways and tipple over  
said premises and the usual mining rights.

And the said grantor does hereby covenant and agree to and with the said  
grantee, that he the grantor, his heirs, executors and administrators Shall and will Warrant  
and forever defend the herein above described premises, with the hereditaments and appurtenances,  
unto the said grantees, his heirs and assigns against the said grantor, and against every other  
person lawfully claiming or who shall hereafter claim the same or any part thereof.

In Witness whereof, said grantor has hereunto set his hand and seal the day and year  
first above written.

Sealed and delivered in the  
presence of

T. A. Woods

State of Pennsylvania

County of Clearfield SS

B. A. Cathcart (Seal)

On this 12 day of November A. D. 1824, before me a Justice of the Peace came the  
above named B. A. Cathcart of Olinta, Pa. and acknowledged the foregoing Deed to be his act  
and deed, and desired the same to be recorded as such, witness my hand and \_\_\_\_\_ the  
day and year aforesaid.

T. A. Woods (Off. seal)

Olinta, Pa. Justice of the Peace

EXHIBIT

E

plot of lots of said Village of Glen Richey as lot number sixty six (66) and having a frontage of sixty (60) feet on fifth Avenue and extending back one hundred and twenty (120) feet to an alley, reserving however, all coal and other minerals, with the privilege to mine and remove the same.

This being the same premises sold and conveyed by Susan Jones and H.C. Jones to Maude A. Penvose by their Deed dated the 7th day of May, 1918, and recorded at Clearfield Pa. in Deed Book No. 228, Page 9.

AND the said grantors, do hereby covenant and agree to and with the said grantees, that they, the grantors, their heirs, executors and administrators Shall and Will truly Warrent and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantees, their heirs and assigns against the said grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof

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

Sealed and delivered in Maude A. Penvose (L.S.)  
the presence of Daniel Penvose (L.S.)  
R.C. Shaw

State of Pennsylvania)

County of Clearfield )SS:

On this 24 day of August A.D. 1937, before me R.C. Shaw, a Justice of the Peace in and for said County came the above named Maude A. Penvose and Daniel Penvose, her husband and acknowledged the foregoing Deed to be their act and deed, and desired the same to be recorded as such. Witness my hand and official seal the day and year aforesaid.

R.C. Shaw (off.seal)

Justice of the Peace

My commission expires first Monday in January 1940

I hereby certify that the precise residence of the grantee or grantees is as above stated

R C Shaw J P

U. S. Revenue \$.50

Entered of Record Feb 15 1938. 2-15 P M

Recorded and Compared by *L G Shaw*  
*M J*  
Recorder.

DEED ) THIS DEED made the 15 day of December, A.D. 1936, by and  
SAMUEL R HAMILTON ET AL ) between Samuel R. Hamilton and Anna M. Hamilton, his wife,  
TO ) of the Borough of Clearfield, Pennsylvania, parties of the  
EMILY V BOULTON ) first part, and hereinafter called Grantors, and Emily V.  
Boulton, of the Borough of Clearfield, Pennsylvania, party of the second part, hereinafter  
called Grantee.

WITNESSETH:

That in consideration of One (\$1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantee



6170

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all their right, title and interest in and to all the coal and other minerals, including  
oil, gas and fire clay underlying those three certain pieces or tracts of land situate in  
Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

The first thereof beginning at a post corner at public square; thence south  $31\frac{1}{2}$  degrees west along said road and land of James Leech 17 perches to a post; thence south  $12\frac{3}{4}$  degrees west 14 perches to a beech; thence south  $80\frac{1}{2}$  degrees east by other lands of John B. Garrison 40.3 perches to a post at Little Clearfield Creek; thence down said Creek north 62 degrees east 6 perches; thence by way of said Creek north  $18\frac{1}{2}$  degrees east 6 perches, also by said Creek north 6 degrees east 12 perches to a post; thence north  $28\frac{1}{2}$  degrees west by land of Cathcart 22.2 perches to a post; thence north 69 degrees west by land of E. Trout 22.2 perches to the place of beginning. Containing 8 acres and 21 perches.

The second thereof beginning at a post at corner of land of Alfred Long on the line of Jordan Bloom; thence by said Bloom and lands of H. & S. Snyder south 2 degrees west 163 perches to a post and stones; thence by the land of J.B. Garrison south 72 degrees east 145.5 perches to a post on the West Branch of Little Clearfield Creek; thence down said Creek north 49 degrees 10.8 perches south  $85\frac{3}{4}$  degrees east 6 perches north 46 degrees east 6 perches north 8 degrees east 12 perches North 20 degrees east 12 perches north 22 degrees west 16 perches north 33 degrees east 10 perches north 69 degrees east 10 perches to a post on the West Branch of said Creek, a corner of land belonging to M.J. Cathcart; thence by her land north  $59\frac{3}{4}$  degrees west 40 perches to a white pine stump; thence by land of James Leech north  $83\frac{1}{2}$  degrees west 11.5 perches to a maple; thence by said Leech north  $3\frac{1}{2}$  degrees east 20 perches to a post; thence by Alfred Long's land north 83 degrees 125 perches to the beginning. Containing 75 acres and allowance of six per cent for roads, etc.

The third thereof beginning at a stone corner of land formerly conveyed to William Cathcart and in line of land of Theodore Farnsworth; thence by said line north 1 degree west 123.4 perches to a post corner on line of Jacob Ritter land; thence by the same north  $89\frac{1}{2}$  degrees west 81 perches to a post on line of Alfred D. Long; thence by said Long land south  $1\frac{3}{4}$  degrees west 123.1 perches to a post corner of land conveyed formerly to William Cathcart; thence by the same south  $89\frac{1}{2}$  degrees east  $62\frac{1}{2}$  perches to a post by public road; thence by the same south 21 perches east 4.3 perches to a post; thence south  $89\frac{3}{4}$  degrees east 24 perches to the stone and place of beginning. Containing 60 acres.

The Grantors also grant to the party of the second part, her heirs and assigns, the right to build and maintain convenient railroad sidings for the mining and removal of said coal and other minerals and the right to mine and remove said coal and other minerals underlying the described premises without leaving support, natural or artificial, for the surface, free from any and all claims for damages on account of the exercise of any of the above mining rights.

AND the said Grantors do hereby covenant that they will warrant the property hereby conveyed.

In Witness Whereof, said Grantors have hereunto set their hands and seals the day

and year first above written.

Signed, Sealed and Delivered

in the Presence of

Harold J Boulton

Samuel R Hamilton (seal)

Anna M. Hamilton (seal)

U.S. Revenue \$.50

State Documentary Stamps \$.25

State of Pennsylvania:

County of Clearfield :SS

On this 15th day of December, A.D. 1936, before me, a Recorder of Deeds came the above named Samuel R. Hamilton and Anna M. Hamilton and acknowledged the foregoing Deed to be their act and deed, and desired the same might be recorded as such.

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

L.G. Darr (off. seal)

Recorder of Deeds

My commission expires First Monday in January 1940

We do hereby certify that the precise residence of the within named Grantee is the Borough of Clearfield, Pennsylvania.

December 15, 1936.

Harold J Boulton

Entered of Record Feb 15 1938. 5 P M

Recorded and Compared by

*L G Darr*  
*mf*

Recorder

DEED ) THIS INDENTURE, Made the Eight day of February, in the  
CURWENSVILLE B & L ASS'N ) year of our Lord one thousand nine hundred and thirty eight  
TO ) BETWEEN The Curwensville Building & Loan Association, a  
PHIL MC GARY ET AL ) corporation or body politic, created by and existing under  
the laws of the Commonwealth of Pennsylvania, having its domicile in the borough of  
Clearfield, Clearfield County, Pennsylvania, party of the first part; and Phil McGary  
and Minnie McGary, / <sup>his wife,</sup> of Curwensville, Clearfield County, Pennsylvania, parties of the  
second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Three Hundred (\$300.00) Dollars, unto it well and truly paid by the said parties of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said parties of the second part, their heirs and assigns, forever:

ALL that certain tract of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit;

BEGINNING at a corner on the Township Road leading from Bloomington to Clearfield; thence westwardly by said lot fifty-one (51) rods to land now or formerly of A.B. Owens; thence northwardly by said land, now or formerly of A. B. Owens, forty-eight(48) rods to land now or formerly of E.A. Bloom; thence by land of A.F. Bloom and others sixty-one (61) rods to land now or formerly of Samuel M. Rowles Estate; thence southwardly by said last mentioned land thirty-four (34) rods to the place of beginning. Containing fourteen (14) acres, more or less.

Being the same premises which Bessie Gifford and John Gifford, her husband by deed dated February 12, 1925, recorded in Deed Book No. 273 page 495 granted and conveyed to Curwensville Building & Loan Association, grantor herein.

The party of the second part to have the right to enter upon said premises and dig or mine and remove said coal and have the right of roads and tramways and tipple over said premises and the usual mining rights.

And the said grantor, does hereby covenant and agree to and with the said grantee, that he the grantor, his heirs, executors and administrators Shall and will warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantee, his heirs and assigns against the said grantor, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

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

Sealed and delivered in

H. A. Cathcart (Seal)

the presence of

T A Woods

State of Pennsylvania

County of Clearfield SS

On this 12 day of November A. D. 1928 before me a Justice of the Peace came the above named H. A. Cathcart Olinta, Pa and acknowledged the foregoing Deed to be his act and deed, and desired the same to be recorded as such.

Witness my hand and \_\_\_ the day and year aforesaid.

T. A. Woods (off. seal)

Olinta, Pa.

Justice of the Peace.

My commission expires Jan 1932.

Entered of Record Nov. 14, 1928 8-A-11.

Recorded and Compared by

*Michael Brattan*

X  
Recorder

DEED ) THIS DEED, Made the 29th day of October in the year Nineteen  
HARRY A CATHCART ) Hundred and twenty eight,  
TO ) Between Harry A. Cathcart of the township of Pike, County of  
S. R. HAMILTON ) Clearfield and state of Pennsylvania, of the first part and S. R.  
Hamilton of the Borough of Clearfield in the county and state aforesaid of the second part.

Witnesseth, that in consideration of the sum of One Dollar One(\$1.00)  
Dollar in hand paid, the receipt whereof is hereby acknowledged the said grantor does  
hereby grant and convey to the said grantee, All the coal and other minerals including oil  
and gas underneath that certain piece or tract of land, situated in the Township,  
County and state aforesaid bounded and described as follows: "viz Beginning at a post at  
corner of land of Alfred Long on the line of Jordan Bloom, thence by said Bloom and land of  
H. S. Snyder South two degrees West (S. 2° W.) One hundred and sixty three (163) perches  
to a post and stones. Thence by the land of J. B. Garrison, south seventy two degrees East  
(S. 72° E) One hundred and forty five and five tenth perches (145.5) to a post on the West  
Branch of Little Clearfield Creek. Thence down said creek North forty nine (N 49°) ten and  
eight tenth (10.8) perches, South eighty five and three quarters degrees East (S. 853/4° E)

EXHIBIT



Six (6) perches North forty six degrees East (N. 46° E. Six (6) perches, North eight degrees East (N. 8° E/ twelve (12) perches North twenty degrees East (N. 20° E)  
 Thirteen (13) perches, North twenty two degrees West (N. 22° W) Sixteen (16) perches, North thirty three degrees East (N. 33° E) Ten (10) perches North sixty eight degrees East (N. 68° E) Ten (10) perches to a post on the west branch of said Creek, a corner of land belonging to W. J. Cathcart, thence by her land north fifty nine and three quarter degrees West (N. 59 1/4 W) Forty (40) perches to a white line stump, thence by land of James Leech North eighty three and a half degrees West (N. 83 1/2 W) Eleven and five tenth (11.5) perches to a maple, thence by said Leech North three and a half degrees E (N. 3 1/2 E.) twenty perches (20) to a post Thence by Alfred Long's land North eighty eight degrees West (N. 88° W) one hundred and twenty five (125) perches to the beginning, containing seventy five acres and allowance of six per cent for roads etc Being part of the same premises which Caleb Guyer, Committee of Benjamin Johnson a "Lunatic" conveyed to James B. Graham by deed dated Oct 1<sup>st</sup> 1861 recorded in Deed Book "V" pages 183 & 184 and by said J. B. Graham to Poynont Nevling by deed dated March 9<sup>th</sup> 1864, recorded in Book V Pages 195-196-197 and the said Jonathan Egynont and Mary, his wife and David A. Nevling and Lizzie his wife by their deed dated the 27<sup>th</sup> day of April, 1865, conveyed the same to the said John P. Garrison party hereto as by reference to their deeds will more fully appear and being the same premises conveyed to Harry A. Cathcart by will of his father, William Cathcart.

The party of the second part to have the right to enter upon said premises and dig or mine and remove said coal and have the right of roads and tramways and tipple over said premises and the usual mining rights.

And the said grantor, does hereby covenant and agree to and with the said grantee that he, the grantor his heirs, executors and administrators Shall and will Warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantee his heirs and assigns against the said grantor, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

In Witness whereof said grantor has hereunto set his hand and seal the day and year first above written.

Sealed and delivered in the

W. A. Cathcart (Seal)

presence of

T A Woods

State of Pennsylvania

County of County SS

On this 12 day of November A. D. 1929, before me a Justice of the Peace came the above named W. A. Cathcart of Olanja Pa., and acknowledged the foregoing Deed to be his act and deed, and desired the same to be recorded as such.

Witness my hand and \_\_\_, the day and year aforesaid.

T A Woods (Off, seal)

Olanja, Pa.

Justice of the Peace My commission expires Jan 1932.

Entered of Record Nov 14, 1928 R-A.M.  
 Recorded and Compared by

*Wiley Matthew*

Recorder

Commonwealth of Pennsylvania

County of Clearfield SS

On the 12th day of November A D 1928, before me the subscriber, a Notary Public in and for said county came the above named James V. Mator and Elva F. Mator, his wife and acknowledged the foregoing Deed to be their act and deed, and desired the same to be recorded as such.

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

Jennie F. Rilev (Off. seal)

Notary Public

My commission expires March 6, 1931

Entered of Record Nov 13, 1928 10-39 A.M.

Recorded and Compared by

*Michael Brattan*

Recorder

DEED ) THIS DEED, made the 28th day of October in the year Nineteen  
 HARRY A CATHCART ) Hundred and twenty eight.  
 TO ) Between Harry A. Cathcart of the Township of Pike, County  
 S. R. HAMILTON ) of Clearfield and state of Pennsylvania of the first part  
 and S. R. Hamilton of the Borough of Clearfield in the County and state aforesaid  
 of the second part.

Witnesseth, that in consideration of the sum of One Dollar One (\$1.00)  
 Dollars in hand paid, the receipt whereof is hereby acknowledged, the said grantor  
 does hereby grant and convey to the said grantee,

All the coal and other minerals including oil and gas underneath  
 that certain piece or tract of land situated in Pike Township, Clearfield County,  
 Pennsylvania, bounded and described as follows: Beginning at a post corner at public  
 square, thence South thirty one and a half degrees West (S. 31 $\frac{1}{2}$ " W.) along said  
 road and land of James Leech, seventeen (17) perches to a post, thence South twelve  
 and three fourth degrees west (S. 12 $\frac{3}{4}$ " W.) Fourteen (14) perches to a beech, thence  
 South sixty and a half degrees East (S. 60 $\frac{1}{2}$ " E.) by other land of John B. Garrison, forty  
 and three tenth (403/10") perches to a post at Little Clearfield Creek, thence  
 down said Creek North sixty two degrees East (N. 62" E.) six (6) perches, thence by  
 way of said Creek North eighteen and a half degrees East (N. 18 $\frac{1}{2}$ " E.) six (6) perches,  
 also by said Creek North six degrees East (N. 6" E.) twelve (12) perches to a post;  
 thence North twenty eight and a half degrees west (N. 28 $\frac{1}{2}$ " W.) by land of Cathcart's  
 twenty two and two tenth (22 2/10) perches to a post, thence North sixty nine degrees  
 west (N. 69" W.) by land of E. Trout, twenty two and a half (22 $\frac{1}{2}$ ) perches to the place  
 of beginning, containing eight acres and twenty one perches being part of tract  
 warranted and surveyed in the name of Thomas Jordan whereby certain deeds and convey-  
 ances the title became vested in the said John B. Garrison by his deed from Jonathan  
 Boynton and Mary, his wife dated the twenty seventh day of April A. D. 1865, recorded  
 in Clearfield in Deed Book B. B. Pages 361 & 362, as by reference will more fully  
 appear.

EXHIBIT

D

The party of the second part to have the right to enter upon said premises and dig or mine and remove said coal and have the right of roads and tramways and tipples over said premises and the usual mining rights.

And the said grantor, does hereby covenant and agree to and with the said grantee, that he the grantor, his heirs, executors and administrators Shall and will warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantee, his heirs and assigns against the said grantor, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

In Witness whereof, said grantor his hereunto set his hand and seal the day and year first above written.

Sealed and delivered in

H. A. Cathcart (Seal)

the presence of

T A Woods

State of Pennsylvania

County of Clearfield SS

On this 12 day of November A. D. 1928 before me a Justice of the Peace came the above named H. A. Cathcart Olimta, Pa and acknowledged the foregoing Deed to be his act and deed, and desired the same to be recorded as such.

Witness my hand and \_\_\_ the day and year aforesaid.

T. A. Woods (off. seal)

Olimta, Pa.

Justice of the Peace.

My commission expires Jan 1932.

Entered of Record Nov. 14, 1928 8-A.M.

Recorded and Compared by

*Alfred Brattan*

Recorder

DEED ) THIS DEED, Made the 29th day of October in the year Nineteen  
HARRY A. CATHCART ) Hundred and twenty eight.  
TO ) Between Harry A. Cathcart of the township of Pike, County of  
S. R. HAMILTON ) Clearfield and state of Pennsylvania, of the first part and S. R.  
Hamilton of the Borough of Clearfield in the county and state aforesaid of the second part.

Witnesseth, that in consideration of the sum of One Dollar One (\$1.00)  
Dollar in hand paid, the receipt whereof is hereby acknowledged the said grantor does  
hereby grant and convey to the said grantee, All the coal and other minerals including oil  
and gas underneath that certain piece or tract of land, situated in the Township,  
County and state aforesaid bounded and described as follows: Viz Beginning at a post at  
corner of land of Alfred Long on the line of Jordan Bloom, thence by said Bloom and land of  
H & S Snyder South two degrees West (S. 2° W.) One hundred and sixty three (163) perches  
to a post and stones. Thence by the land of J. B. Garrison, south seventy two degrees East  
(S. 72° E) One hundred and forty five and five tenth perches (145.5) to a post on the West  
Branch of Little Clearfield Creek. Thence down said creek North forty nine (N 49°) ten and  
eight tenth (10.8) perches, South eighty five and three quarters degrees East (S. 853/4° E)

DEED ) THIS DATED, made the 29th day of October in the year Nineteen Hundred  
 MARRY A CATHCART ) and twenty eight.  
 TO ) Between Marry A. Cathcart, of the Township of Pike, County of  
 S. J. HAMILTON ) Clearfield and state of Pennsylvania, of the first part and S. R.  
 Hamilton, of the Borough of Clearfield in the county and state aforesaid of the second part.

Witnesseth that in consideration of the sum of One Dollar One (\$1.00) Dollars  
 in hand paid, the receipt whereof is hereby acknowledged, the said grantor do hereby grant  
 and convey to the said grantees,

All the coal and other minerals including oil and gas underneath that certain  
 piece or tract of land situated in Pike Township, County and state aforesaid, bounded and  
 described as follows: Beginning at a stone corner of land formerly conveyed to William Cath-  
 cart and in line of land of Theodore Farnsworth, thence by said line North one degree West  
 ("N. 1° W.") one hundred and twenty three and four tenth (123 4/10) perches to a post corner  
 on line of Jacob Ritter land, thence by the same North, eighty nine and one half degrees West  
 ("N. 89 1/2° W") eighty one (81) perches to a post on line of Alfred D. Long thence by said Long  
 land, South one and three fourth degrees, west (S. 13 3/4° W) one hundred and twenty three and one  
 tenth (123 1/10) perches to a post corner of land conveyed formerly to William Cathcart, thence  
 by the same south eighty nine and one half degrees East (S. 89 1/2° E) sixty one and one half (61 1/2)  
 perches to a post by public road; thence by the same sooth twentyone degrees East (S. 21° E)  
 four and three tenth (4.3/10) perches to a post thence South eighty nine and three fourth  
 degrees East (S. 89 3/4° E) twenty four (24) perches to the stone and place of beginning, contain-  
 ing sixty (60) acres the same being part of a larger tract or piece of land conveyed by  
 Jacob Ritter and his wife by an Indenture being dated the twenty fifth day of  
 June, A. D. 1869 and entered on record in the office at Clearfield for recording of deeds in  
 Book Number 6 pages 169 etc., to G. Litimer Reed and was by him by an assignment duly entered  
 upon said deed of date the 30th day of August A. D. 1872 conveyed to John B. Garrison party of  
 the first part, as by reference to the records it will more fully and at large appear.

The party of the second part to have the right to enter upon said premises and  
 dig or mine and remove said coal and have the right of roads and trunks and tipple over  
 said premises and the usual mining rights.

And the said grantor does hereby covenant and agree to and with the said  
 grantees, that he the grantor, his heirs, executors and administrators shall and will Warrant  
 and forever defend the herein above described premises, with the hereditaments and appurtenances,  
 unto the said grantees, his heirs and assigns against the said grantor, and against every other  
 person lawfully claiming or who shall hereafter claim the same or any part thereof.

In Witness whereof, said grantor has hereunto set his hand and seal the day and year  
 first above written.

Sealed and delivered in the

H. A. Cathcart (Seal)

presence of

T A Woods

State of Pennsylvania

County of Clearfield SS

On this 12 day of November A. D. 1828, before me a Justice of the Peace came the  
 above named H. A. Cathcart of Olintra, Pa. and acknowledged the foregoing Deed to be his act  
 and deed, and desired the same to be recorded as such. Witness my hand and \_\_\_\_\_ the  
 day and year aforesaid.

T A Woods (Off. seal)

Olintra, Pa. Justice of the Peace

EXHIBIT

E

Received for Recording \_\_\_\_\_ Lease # \_\_\_\_\_  
 Recorded \_\_\_\_\_ Map Ref. 126-I11-15, 66, 18, 19, 110, 5.2  
 Book \_\_\_\_\_ Pg. \_\_\_\_\_ Renewal # \_\_\_\_\_  
 Expires \_\_\_\_\_

see deed  
200007500

## OIL and GAS LEASE

THIS AGREEMENT made and entered into this the 12<sup>th</sup> day of February  
19 98, by and between Anne S. Thacik, and George J. Thacik, her husband

hereinafter called Lessor (whether one or more), and Mid-East Oil Company  
 hereinafter called Lessee, Box 1378

Indiana, PA 15701

WITNESSETH, that said Lessor, in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and of the covenants hereinafter contained on the part of said Lessee, to be paid, kept and performed, has granted, demised, leased and let, exclusively unto Lessee, with covenants of general warranty, for the purpose and with the rights of drilling, producing, and otherwise operating for oil and gas, and of laying pipe lines and building tanks, roads, stations, and electric power lines, houses for valves, meters, regulators and other appliances, with all other rights and privileges necessary, incident to or convenient for the operation of this land alone and conjointly with neighboring lands, all that certain tract of land situate in the

Township of Pike, County of Clearfield,

State of Pennsylvania, and bounded substantially as follows:

On the North by lands of Uianta tract 15. Brinton tract 66

On the East by lands of Small Tracts R. Mays

On the South by lands of M. Thompson Small Tracts

On the West by lands of Freeman Cathcart

and containing, for the purpose of calculating rentals, 145 acres of land whether actually containing more or less; and part of all said land is described in that certain deed to Lessor from

Will of Betty Hamilton dated \_\_\_\_\_

recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Recorder's Office of said County.

1. It is agreed that this lease shall remain in force for a primary term of two (2) years from the date hereof and as long thereafter as the said land is operated by Lessee in the production of oil and gas.

2. (a) Lessee covenants and agrees to deliver to the credit of Lessor, his heirs or assigns, free of costs, in the pipe line to which said Lessee may connect its wells, a royalty of one-eighth (1/8) of native oil produced and saved from the leased premises.

(b) Lessee covenants and agrees to pay Lessor as a royalty for the native gas from each and every well drilled on said premises producing native gas, an amount equal to one-eighth (1/8) of the gross proceeds received from the sale of same at the prevailing price for gas sold at the well, for all native gas saved and marketed from the said premises, payable quarterly.

3. If Lessee shall not have either begun operations for the commencement of a well on the premises or on the premises pooled or unitized herewith within 60 days from the date hereof Lessee agrees to pay to the Lessor the sum of one hundred and forty five and 0/00's, DOLLARS (\$ 145.00) annually,

commencing 60 days from date as a rental for 12 months such commencement is delayed, subject however to the right of cancellation hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinbefore provided for is the chief consideration until commencement of a well. The commencement of a well, shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof. In the event of completion of a commercially unproductive well on the Premises the Lessee shall be under no obligation to make delay rental payments for a period of one year following the completion of such well. At the expiration of this rental free period, Lessee may continue to hold this lease for such further terms as it may desire, not to exceed the primary term thereof, upon the payment of the rentals above mentioned. Lessee may, at its option, pay rentals quarterly or annually.

4. All payments under this lease shall be made by check or voucher to the order of Anne and George

Thacik, mailed to 201 McLaughlin St. Curwensville, PA

16833 until the Lessee shall have written notice from the Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require evidencing such change of ownership directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction shall absolve the Lessee from any liability to any heir or assign of the Lessor. All payments or royalty are to be made according to Lessor's respective interest therein, as hereafter set forth, and this lease shall not be forfeited for Lessee's failure to pay any rentals or royalties until Lessee has received written notice by registered mail of such default and shall fail, for a period of thirty (30) days after receipt of such notice to pay same.

EXHIBIT

F

Current landowner is entitled to gas allotment listed below, at the sole discretion of lessee.

VOL 1910 PAGE 503

5. Lessor excepts and reserves a total amount of 200,000 cubic feet of gas annually or such part thereof as Lessor may use each year from the gas that Lessee may hereafter produce or otherwise have available from one gas production well completed and operated by Lessee hereunder upon the leased premises, which said amount of 200,000 cubic feet of gas per year Lessor shall be entitled to receive free of cost for heat and light in one dwelling house on the leased premises when and as long as Lessee may elect to produce or operate a well for the aforesaid purposes upon the leased premises, by Lessor laying the necessary lines and making connections at Lessor's cost at such point on the demised premises as may be designated by the Lessee, provided said gas is used with economical appliances and is measured by meter furnished by Lessee. The regulation of such gas will be by regulators furnished by Lessor, and approved by Lessee, placed at a point designated by Lessee, with said gas to be used at Lessor's own risk and Lessee not to be in any way liable for any interruption or insufficient supply of such gas for said domestic use caused by pumping stations, breakage of lines or otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells or pipelines on the leased premises and removing the pipe therefrom at any time. If more than 200,000 cubic feet per year is used, the excess shall be paid for at the rate charged to domestic consumers in the same area, and in case of default in payment for gas used in excess of said 200,000 cubic feet, Lessee is hereby authorized to deduct the amount thereof from any royalty or other payments that are then due, or may later become due, under the terms of this lease. This privilege is granted upon condition that the Lessor shall use said gas in safe and proper pipes and appliances and shall subscribe to and be bound by the reasonable rules and regulations of the Lessee.

6. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the leased premises shall come into dispute or litigation, or, if, in the judgement of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder.

7. If and when drilling or other operations hereunder are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, weather, war, rebellion, insurrection, riot, strike, differences with workmen, failure of subcontractors, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, rule, regulation, requisition or necessity of the government, or any other recognized force majeure, or as the result of any other cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

8. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipe lines, meters, well equipment, houses, buildings, and other structures which Lessee has placed or caused to be placed on said premises, including the right to pull and remove all casing and tubing.

9. If the Lessee shall begin operations for the commencement of a well during the terms of this lease or any extension thereof, the Lessee shall then have the right to complete the drilling of such wells, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the term first herein mentioned.

10. Lessee shall have the right to assign this lease or any interest therein and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and rentals as to the acreage assigned to it.

11. Lessee shall upon completion of the first productive well upon said premises make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall resume delay rental payments for quarterly periods, beginning one year from the date that the first productive well shall be completed until first well shall be connected to a pipeline.

12. Lessee may, at any time during the term hereof, cancel and surrender this lease, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the leased premises, by the mailing of a notice of such surrender, and a check covering all rentals, if any, due up to the date of such cancellation or surrender.

13. It is agreed that said Lessee may drill or not drill on said land as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.

14. It is agreed that said Lessee shall have the privilege of using free of charge sufficient water, oil and gas from the said premises to run all machinery necessary for drilling and operations thereon, and at any time to remove all machinery and fixtures placed on said premises.

15. No well shall be drilled by Lessee within 200 feet of the dwelling house or barn now on said premises, except by consent of Lessor.

16. The leased premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operation hereunder.

17. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations and shall bury all permanent pipelines below plow depth though cultivated areas upon request of Lessor or within a reasonable length of time thereafter.

18. This instrument may be executed in counterparts each having the same validity as if the original. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor.

19. Lessee is hereby granted the right to pool and unitize all or any part of the land described above with any other lease or leases, land or lands, mineral estates, or any of them whether owned by the Lessee or others, so as to create one or more drilling or production units. Such drilling or production units shall not exceed 640 acres in extent and shall conform to the rules and regulations of any lawful government authority having jurisdiction of the premises, and with good drilling or production practice in the area in which the land is located. In the event of the unitization of the whole or any part of the land covered by this lease, Lessee shall before or after the completion of a well, record a copy of its unit operation designation in the County wherein the leased premises are located, and mail a copy thereof to the Lessor. In order to give effect to the known limits of the oil and gas pool, as such limits may be determined from available geological or scientific information or drilling operations, Lessee may at any time increase or decrease that portion of the acreage covered by this lease which is included in any drilling or production unit, or exclude it altogether, provided that written notice thereof shall be given to Lessor promptly. As to each drilling or production unit designated by the Lessee, the Lessor agrees to accept and shall receive out of the production or the proceeds from the production from such unit, such proportion of the royalties specified herein, as the number of acres out of the lands covered by this lease which may be included from time to time in any such unit bears to the total number of acres included in such unit rather than the full amount of the royalty stated in section 2 above. The commencement, drilling, completion of or producing from a well on any portion of the unit created under the terms of this paragraph shall have the same effect upon the terms of this lease as if a well were commenced, drilled, completed or producing on the land described herein. In the event, however, that a portion only of the land described in this lease is included from time to time in such a unit, Lessee may at its option continue or extend the effectiveness of this lease as to the remaining acreage by the payment of the proportionate part of the delay rental attributable thereto. The free gas herein referred to shall be used only by the Lessor upon whose property the well is located.

20. Lessee, in its sole discretion, may plug and abandon any well which it has drilled on the leased premises.

21. Lessee shall be entitled during the term of this lease to lay and maintain pipelines on and across Lessor's premises to transport, without any fee payable therefor to Lessor, natural gas produced on the said tract of land and/or on other lands whether or not adjacent to the tract of land described herein.

Beyond the term of this lease, Lessee shall not be entitled to lay and maintain additional pipelines across Lessor's premises without specific written consent of Lessor, however any pipelines laid during the term of this lease shall continue to be operative at the Lessee's option without any fee payable to Lessor.

22. Lessee shall sell the production of the well on such terms and conditions as Lessee, in its sole discretion may deem appropriate. Lessee shall have no duty to obtain production sales terms which maximize the royalties payable to Lessee hereunder.

All the terms, conditions, limitations and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

X Anna S. Thaik (Seal)

SS# 172 16 8248

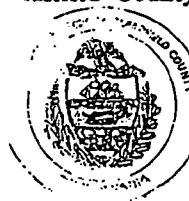
X George J. Thaik (Seal)

SS# 578 16 9586

(Seal)

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:46 p 2-26-98  
BY Melissa Starck  
FEES 13.50  
Karen L. Starck, Recorder

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



Karen J. Starck  
Karen L. Starck  
Recorder of Deeds

## COMMONWEALTH OF PENNSYLVANIA

VOL 1910 PAGE 565

COUNTY OF Washington } SS.

On this, the 12<sup>th</sup> day of February, 1998, before  
 me a notary public, the undersigned officer,  
 personally appeared Anne S. Thacik and George J. Thacik

satisfactory proven to me to be the person S whose name S are subscribed to the within instrument,  
 and acknowledged that they executed the same for the purposes therein contained.

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



## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ } SS:

COUNTY OF \_\_\_\_\_ }

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared

to me known to be the person described in, and who executed the foregoing instrument, and, \_\_\_\_\_ he duly acknowledged to me  
 that \_\_\_\_\_ he executed the same.

\_\_\_\_\_  
Notary Public

My commission expires:

## STATE OF WEST VIRGINIA

COUNTY OF \_\_\_\_\_ } SS:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before  
 me \_\_\_\_\_, the undersigned officer,  
 personally appeared \_\_\_\_\_

being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing \_\_\_\_\_

In witness whereof, I hereunto set my hand and official seal. My commission expires:

\_\_\_\_\_  
Notary Public

Entered of Record 2-26 19 98 by Karen L. Starck, Recorder

Quit Claim Deed

# This Indenture

Made the 25<sup>th</sup> Day of *May*, 2000

Between, George J. Thacik, widower, of 201 McLaughlin Street,  
Curwensville, Pennsylvania, 16833

*Grantor,*

*Party of the first part and*

Mid-East Oil Company, 255 Airport Road, Indiana, Pennsylvania, 15701,

*Grantee,*

*Parties of the second part*

*Witnesseth*, that the said party of the first part, in consideration of Twenty Five Thousand dollars (25,000) now paid by the said parties of the second part, does grant, bargain, sell, quitclaim and convey unto the said parties of the second part, their heirs and assigns,

All his interest in the oil and gas under that certain piece, parcel or tract of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as:

One Hundred Forty Five (145) acres of land in Pike Township, Clearfield County, including Tax Assessment Map Numbers 126-I11-15 and 126-I11-66.  
126-I11-18 & 19

Tract # 1:

Beginning at a post on corner of land of Alfred Long and line of Jordan Bloom, thence by land of H. & S. Snyder south 2 degrees west 163 perches to a post and stones, thence by land of J.B. Garrison south 72 degrees east 145.5 perches to a post on the west branch of Little Clearfield Creek, thence down said creek north 49 degrees 10.8 perches, south 85 3/4 degree east 6 perches, north 46 degrees east 6 perches, north 8 degrees east 12 perches, north 20 degrees east 13 perches, north 22 degrees west, 16 perches, north 33 degrees east, 10 perches, north 68 degrees east, 10 perches, to a post on the west branch of said creek, a corner of land belonging to M. J. Cathcart, thence by land north 59 degrees west 40 perches to a white line stump, thence by land of James Leech north 83 1/2 degrees west 11.5 perches to a maple, thence by said Leech north 3 1/2 degrees east 20 perches, thence by land of Alfred Long's land north 88 degrees west 125 perches to the place of beginning.  
Containing 75 acres more or less.

Tract # 2:

Beginning at a post corner at public square, thence south 31 1/2 degrees west along the road of land of James Leech 17 perches to a post, thence south 12 3/4 degrees west 14 perches to a beech, thence south 60 1/2 degrees east by other land of John Garrison, 43 3/10 perches to a post at Little Clearfield Creek, thence down said creek north 62 degrees east 6 perches, thence by the creek north 18 1/2 degrees east 6 perches also by said creek north 6 degrees east 12 perches to a post, thence north 28 1/2 degrees west by land of Cathcart 22 2/10 to a post, thence north 69 degrees west by land of Trout 22 1/2 perches to the place of beginning.  
Containing 8 acres and 21 perches.



KAREN L. STARK  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 INSTRUMENT NUMBER  
 200007500  
 RECORDED ON  
 May 31, 2000  
 11:31:52 AM

RECORDING FEES - \$3.00  
 RECORDER \$250.00  
 COUNTY IMPROVEMENT \$1.00  
 FUND  
 RECORDER \$1.00  
 IMPROVEMENT FUND  
 STATE TRANSFER \$250.00  
 TAX  
 STATE WRT TAX \$0.50  
 PIKE TOWNSHIP  
 CUMMINSVILLE AREA \$125.00  
 SCHOOLS  
 TOTAL \$15.50

Tract # 3:

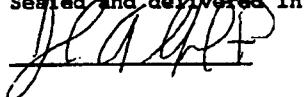
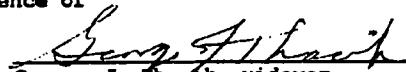
Beginning at a stone corner of land formerly conveyed to William Cathcart and  
 line of land of Theodore Farnsworth, thence by said line north 1 degree west  
 123.4 perches to a post corner on line of Jacob Ritter land, thence by the same  
 north 89 1/2 degrees west 81 perches to a post on line of Alfred Long, thence by  
 said Long land south 1 3/4 degrees west 123.1 perches to a post corner of land  
 conveyed formerly to William Cathcart, thence by the same south 89 1/2  
 degrees east 61 1/2 perches to a post by public road, thence by the same south  
 21 degrees east 4 3/10 perches to a post, thence south 89 3/4 degrees east 24  
 perches to a stone and the place of beginning.  
 Containing 60 acres more or less.

Being the same tracts conveyed to S.R. Hamilton by deeds dated October  
 29, 1928 and recorded in deed book volume 290, page 166; October 29,  
 1928, deed book volume 290, page 167, and October 29, 1928, deed book  
 volume 290, page 169, and further devised by Betty Hamilton to Ann  
 Thacik, as further documented by the records of Clearfield County.

To have and to hold the said premises, with all singular appurtenances,  
 unto the said party of the second part, its heirs and assigns, to and  
 for the only proper use and behoof of the said party of the second part,  
 its heirs and assigns forever. And, the said parties of the first part,  
 for himself, his heirs, executors and administrators do by these  
 presents, covenant, grant and agree to and with the said party of the  
 second part, its heirs and assigns, that the said party of the first  
 part and his heirs, all and singular the hereditaments and premises  
 herein above described and granted, or mentioned and intended so to be,  
 with the appurtenances unto the said party of the second part and its  
 heirs, and against all and every other person or persons, whomsoever,  
 lawfully claiming or to claim the same or any part thereof, by, from or  
 under him, and will quitclaim to the party of the second part.

In Witness Whereof, said grantor have hereunto set his hand and seal  
 this day and year first above written.

Sealed and delivered in the presence of

  
  
 George J. Thacik, widower

State of Pennsylvania  
 County of Clearfield

On this, the 25<sup>th</sup> Day of May, 2000  
 before me the undersigned officer, personally appeared George J. Thacik,  
 widower, known to me to be the persons whose names are subscribed to  
 the within instrument and acknowledged that he executed the same for  
 the purpose therein contained.

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

Notary Public

State of Pennsylvania  
 Amy L. Woods, Notary Public  
 Clearfield Corp, Clearfield County  
 Commission Expires Nov. 18, 2002

My place of business is 255 Airport Road, Indiana, Pennsylvania,  
 15701.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
ORPHANS' COURT DIVISION

In re:

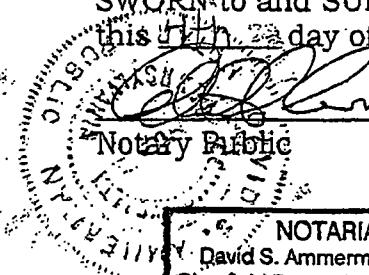
Estate of Anne Smith  
Tkacik, late of  
Curwensville Borough,  
Clearfield County,  
Pennsylvania, deceased

RENUNCIATION AND RELEASE

NOW, this 4th day of October, 2001, the undersigned,  
**CLAUDE RICHARD BLOOM**, 715 Ogden Avenue, Clearfield, Pennsylvania, being  
an adult individual and being the son and only child of Anne Smith Tkacik,  
formerly Anne Smith Bloom, 221 McLaughlin Street, Curwensville, Pennsylvania,  
who died on January 17, 1999, leaving a will, dated June 20, 1972, a true copy  
being attached hereto, wherein she left her entire estate to my stepfather, George  
Tkacik, and that I do hereby accept said will as valid under the law and that I  
make this sworn statement as my intention to and do hereby renounce and  
release any claim as an heir of my mother's estate and release her estate, my  
stepfather, George Tkacik, and any person or party who has purchased any  
asset, of either real estate or personal property owned by my mother at the time  
of her death, from any said claims by me, including, but not limited to, the 145  
acres of oil and gas rights in Pike Township, Clearfield County, Pennsylvania,  
lying and being underneath the lands now or formerly of Dollie Beckman and  
which said oil and gas have been sold by my stepfather George Tkacik, to Mid-  
East Oil Company by deed dated May 25, 2000, and recorded in the Office of the  
Recorder of Deeds of Clearfield County to Instrument No. 200007500.

Claude Richard Bloom  
Claude Richard Bloom

SWORN to and SUBSCRIBED before me  
this 4th day of October, 2001.



KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200115869  
RECORDED ON

Oct 04, 2001  
10:10:23 AM  
FILE NUMBER  
2001-589

Total Pages: 4

RECORDING FEES - \$10.00  
ORPHANS COURT/REGISTER OF  
WILLS  
TOTAL \$10.00  
CUSTOMER  
AMMERMAN, DAVID

EXHIBIT

H

CLEARFIELD COUNTY

LAST WILL AND TESTAMENT

I, ANNE SMITH THACIK, of the Borough of Curwensville, Clearfield County, Pennsylvania, do hereby make my Last Will and Testament, and revoke any and all other Wills and Codicils by me at any time heretofore made.

1. I direct that all my just debts and expenses, including the costs of my last illness, burial, cemetery lot and marker, be paid from my estate as soon after my death as shall be consistent with the orderly settlement of my estate.
2. I order and direct that my funeral shall be modest in character and in keeping with my station in life, and that I be buried in my family burial plot located in the Thompson Cemetery, situated in Lawrence Township, Clearfield County, Pennsylvania, and that there shall be erected on my burial lot a grave marker, substantial, but plain.
3. I direct that all inheritance, estate, succession, or similar duties or taxes which may be levied against my estate or which shall become payable in respect to any property or interest passing by reason of my death, or under my Will or any Codicil which I may hereafter execute, shall be paid out of the principal of my estate, without diminution of any devises, bequests, or legacies.
4. All the rest, residue, and remainder of my estate, real, personal, and mixed, of whatsoever kind, and wheresoever situate, I give, devise and bequeath to my husband, GEORGE THACIK, providing he shall survive me by sixty (60) days.
5. Should my husband, GEORGE THACIK, predecease me, or die on or before the sixtieth (60th) day following my death, then I give, devise and bequeath all the rest, residue and remainder,

Anne Smith Thacik  
Anne Smith Thacik

of my estate, real, personal, and mixed, of whatsoever kind, and wheresoever situate, to my son, CLAUDE RICHARD BLOOM, if living, and to his descendants per stirpes, if deceased; the descendants of any deceased child of mine to represent their ancestor and to take such deceased ancestor's share per stirpes.

6. I hereby nominate, constitute and appoint my husband, GEORGE THACIK, as Executor of this my Last Will and Testament, and in the event that my husband, GEORGE THACIK, does not survive me or should die simultaneously with me or for any other reason should fail to qualify as Executor, or if qualified thereafter, should for any reason cease to act, then I nominate and appoint my son, CLAUDE RICHARD BLOOM, as Successor Executor, with all of the authority and powers granted to my Executor, I direct that my Executor or Successor Executor shall act without bond in any case and this provision shall apply whether or not they are residents of the Commonwealth of Pennsylvania.

7. I authorize and empower my Executor to settle any claims in favor of or against my estate on whatever terms in his sole and absolute discretion he shall determine desirable and he shall not be required to obtain approval of the Court or consent of the beneficiaries under the Will. He is also authorized and empowered in his sole and absolute discretion to distribute in kind, sell, lease, assign, or transfer any portion or all of my estate, including the right to sell any real estate or any part thereof to himself on whatsoever terms he desires without obtaining approval of the Court or consent of the beneficiaries, and to execute any necessary bills of sale, deeds, leases, or other instruments.

Anne Smith Thacik  
Anne Smith Thacik

IN WITNESS WHEREOF, I have hereunto set my hand and  
seal to this my Last Will and Testament, which consists of three  
(3) pages, to each of which I have affixed my signature, this  
20 day of June, One Thousand Nine Hundred Seventy-Two,  
(1972).

Anne Smith Thacik (SEAL)  
Anne Smith Thacik

Signed, sealed, published,  
and declared by  
ANNE SMITH THACIK, the  
above-named Testatrix, as  
and for her Last Will and  
Testament, in the presence  
of us, who at her request,  
in her presence, and in the  
presence of each other, all  
being present at the same  
time, and believing her to  
be in sound mind, have  
hereunto subscribed our  
names as attesting witnesses.

Sylvia Reed Residing at Clearfield, Pa.  
Calvin O'Day Residing at Clearfield, PA  
Don Marshall Residing at Clearfield, Pa.

This is to certify that the information here given is correctly copied from an original certificate of death duly filed with me as Local Registrar. The original certificate will be forwarded to the State Vital Records Office for permanent filing.

**WARNING: It is illegal to duplicate this copy by photostat or photograph.**

Fee for this certificate, \$2.00



*James Scheckwits*

Local Registrar

5734332

No.

APR 02 1999

Date

05.143 Rev. 2/87

COMMONWEALTH OF PENNSYLVANIA • DEPARTMENT OF HEALTH • VITAL RECORDS  
CERTIFICATE OF DEATH

NAME OF DECEASED (First, Middle, Last)				SEX				SOCIAL SECURITY NUMBER				DATE OF DEATH (Month, Day, Year)							
1. <b>DON W. Eighmy</b>				2. M				3. 200 - 07 - 3858				4. APR 11, 1999							
AGE (Line 1) BIRTHDAY		UNDER 1 YEAR	UNDER 1 DAY	DATE OF BIRTH (Month, Day, Year)		BIRTHPLACE (City and State or Foreign Country)		PLACE OF DEATH (Check only one - See Instructions on other side)		HOSPITAL		OTHER: Nursing Home		RACE: American Indian, Black, White, etc. (Check)					
79 yrs		Mothe	Days	Hours	Minutes	May 26, 1919		Conneaut, OH		Inpatient <input checked="" type="checkbox"/>		ENU/Outpatient <input type="checkbox"/>		Other: Nursing Home <input type="checkbox"/>		Residence <input type="checkbox"/>		Other: (Specify) <input type="checkbox"/>	
COUNTY OF DEATH		CITY, BORO, TWP. OF DEATH		FACILITY NAME (If not institution, give street and number)		16. MPMO - ST. MARGARET		17. WAS DECEASED OF HISPANIC ORIGIN? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, specifically Cuban, Mexican, Puerto Rican, etc.		18. SURVIVING SPOUSE (If wife, give maiden name) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, specifically Cuban, Mexican, Puerto Rican, etc.									
Allegheny		Pittsburgh		17a. CITY, BORO, TWP. OF DEATH		17b. MPMO - ST. MARGARET		17c. WAS DECEASED EVER IN U.S. ARMED FORCES? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		17d. DECEASED EVER IN U.S. ARMED FORCES? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		17e. DECEASED EVER IN U.S. ARMED FORCES? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		17f. MARRIED STATUS: Married <input type="checkbox"/> Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/>		17g. MARRIED STATUS: Married <input type="checkbox"/> Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/>			
19. DECEASED'S USUAL OCCUPATION		20. KIND OF BUSINESS/INDUSTRY		21. DECEASED'S MEDIUM/HEAVY INDUSTRY		22. DECEASED'S EDUCATION		23. DECEASED'S EDUCATION		24. MARRIED STATUS: Married <input type="checkbox"/> Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/>		25. SURVIVING SPOUSE (If wife, give maiden name) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, specifically Cuban, Mexican, Puerto Rican, etc.							
Broker		Real Estate		23. 234 FRANCIS ROAD		24. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		25. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		26. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		27. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		28. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
29. DECEASED'S MAILING ADDRESS (Street, City/Town, State, Zip Code)		30. DECEASED'S MEDIUM/HEAVY INDUSTRY		31. DECEASED'S MEDIUM/HEAVY INDUSTRY		32. DECEASED'S MEDIUM/HEAVY INDUSTRY		33. DECEASED'S MEDIUM/HEAVY INDUSTRY		34. DECEASED'S MEDIUM/HEAVY INDUSTRY		35. DECEASED'S MEDIUM/HEAVY INDUSTRY		36. DECEASED'S MEDIUM/HEAVY INDUSTRY					
30. Pittsburgh Pa 15239		31. Pittsburgh Pa 15239		32. Pittsburgh Pa 15239		33. Pittsburgh Pa 15239		34. Pittsburgh Pa 15239		35. Pittsburgh Pa 15239		36. Pittsburgh Pa 15239		37. Pittsburgh Pa 15239					
38. FATHER'S NAME (First, Middle, Last)		39. INFORMANT'S NAME (Type/Persn)		40. MOTHER'S NAME (First, Middle, Maiden Surname)		41. INFORMANT'S MAILING ADDRESS (Street, City/Town, State, Zip Code)		42. PLACE OF DISPOSITION - Name of Cemetery, Cemetery or Other Place		43. LOCATION (City/Town, State, Zip Code)		44. DATE OF DISPOSITION (Month, Day, Year)		45. DATE OF DEATH (Month, Day, Year)					
Donald Eighmy		ROBERTINA R. Eighmy		HAZEL DICKSON		3847 FRANCIS ROAD, PITTSBURGH PA 15239		PLUM CREEK CEMETERY		PLUM BORO PA 15239		APRIL 3, 1999		APRIL 1, 1999					
46. METHOD OF DISPOSITION		47. DATE OF DEPOSITION (Month, Day, Year)		48. PLACE OF DEPOSITION - Name of Cemetery, Cemetery or Other Place		49. LOCATION (City/Town, State, Zip Code)		50. DATE OF DEATH (Month, Day, Year)		51. DATE OF DEATH (Month, Day, Year)		52. DATE OF DEATH (Month, Day, Year)		53. DATE OF DEATH (Month, Day, Year)					
Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/>		50. APRIL 3, 1999		51. PLUM CREEK CEMETERY		52. PLUM BORO PA 15239		53. APRIL 1, 1999		54. APRIL 1, 1999		55. APRIL 1, 1999		56. APRIL 1, 1999					
57. SIGNATURE OF FUNERAL SERVICE LICENSE OR PERSON ACTING AS SUCH		58. LICENSE NUMBER		59. NAME AND ADDRESS OF FACILITY		60. MOTHER'S NAME (First, Middle, Maiden Surname)		61. INFORMANT'S NAME (Type/Persn)		62. PLACE OF DISPOSITION - Name of Cemetery, Cemetery or Other Place		63. LOCATION (City/Town, State, Zip Code)		64. DATE OF DEATH (Month, Day, Year)		65. DATE OF DEATH (Month, Day, Year)			
58. Thomas Deagle		59. 011065L		60. Thomas D. English Funeral Home 378 Maryland Ave. Oakmont, PA		61. HAZEL DICKSON		62. 3847 FRANCIS ROAD, PITTSBURGH PA 15239		63. PLUM CREEK CEMETERY		64. APRIL 3, 1999		65. APRIL 1, 1999		66. APRIL 1, 1999			
67. PHYSICIAN ONLY (Initials on other side)		68. TIME OF DEATH		69. DATE PRONOUNCED DEAD (Month, Day, Year)		70. WAS CASE REFERRED TO MEDICAL EXAMINER/CORONER?		71. INVESTIGATOR		72. DATE SIGNED (Month, Day, Year)		73. INVESTIGATOR		74. DATE SIGNED (Month, Day, Year)		75. INVESTIGATOR			
68. 10:40 A.M.		69. April 1, 1999		70. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		71. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		72. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		73. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		74. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		75. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		76. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
77. PART II: Enter the diseases, injuries or complications which caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock or heart failure. List only one cause on each line.		78. To the best of my knowledge, death occurred at the time, date and place stated.		79. To the best of my knowledge, death occurred at the time, date and place stated.		80. To the best of my knowledge, death occurred at the time, date and place stated.		81. To the best of my knowledge, death occurred at the time, date and place stated.		82. To the best of my knowledge, death occurred at the time, date and place stated.		83. To the best of my knowledge, death occurred at the time, date and place stated.		84. To the best of my knowledge, death occurred at the time, date and place stated.		85. To the best of my knowledge, death occurred at the time, date and place stated.			
86. IMMEDIATE CAUSE (First disease or condition resulting in death) <input type="checkbox"/> Any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that caused events resulting in death) LAST		87. DUE TO (OR AS A CONSEQUENCE OF): <b>CARDIAC ARREST</b>		88. DUE TO (OR AS A CONSEQUENCE OF): <b>SHOCK</b>		89. DUE TO (OR AS A CONSEQUENCE OF):		90. DUE TO (OR AS A CONSEQUENCE OF):		91. DUE TO (OR AS A CONSEQUENCE OF):		92. DUE TO (OR AS A CONSEQUENCE OF):		93. DUE TO (OR AS A CONSEQUENCE OF):		94. DUE TO (OR AS A CONSEQUENCE OF):			
95. WHO IS AN AUTOPSY PERFORMER? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		96. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH?		97. MANNER OF DEATH		98. DATE OF INJURY (Month, Day, Year)		99. TIME OF INJURY		100. INJURY AT WORK? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		101. DESCRIBE HOW INJURY OCCURRED		102. LOCATION (Street, City/Town, SQA)		103. DATE OF INJURY (Month, Day, Year)			
96. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		97. Natural <input checked="" type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/>		98. Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined <input type="checkbox"/>		99. 30a. 30b. 30c. 30d.		100. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		101. 30a. 30b. 30c. 30d.		102. 30a. 30b. 30c. 30d.		103. 30a. 30b. 30c. 30d.		104. 30a. 30b. 30c. 30d.			
105. CERTIFIER (Check only one)		106. CERTIFYING PHYSICIAN (Physician certifying cause of death when another physician has pronounced death and completed Part 23)		107. PRONOUNCING AND CERTIFYING PHYSICIAN (Physician both pronouncing death and certifying cause of death)		108. MEDICAL EXAMINER/CORONER		109. REGISTRAR'S SIGNATURE AND NUMBER		110. SIGNATURE AND TITLE OF CERTIFIER		111. LICENSE NUMBER		112. DATE SIGNED (Month, Day, Year)		113. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 23) Type or Print		114. DATE FILED (Month, Day, Year)	
106. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		107. To the best of my knowledge, death occurred due to the cause(s) and manner as stated.		108. To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.		109. 33. <i>James Scheckwits</i>		110. <i>James Scheckwits</i>		111. MT-042607- <input type="checkbox"/>		112. 31a.		113. MARY RAY BOKDING 815 FRIESPORT RD. P.O.B. 15215		114. 31b. 31c.			
115. CERTIFIER (Check only one)		116. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.		117. REGISTRAR'S SIGNATURE AND NUMBER		118. EXHIBIT		119. <i>James Scheckwits</i>		120. 01201915		121. 32a. 32b. 32c.		122. 32d. 32e. 32f.		123. 32g. 32h. 32i.			

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
**200106532**

RECORDED ON  
**May 07, 2001**  
**1:45:58 PM**

FILE NUMBER  
**2001-260**

RECORDING FEES - **\$10.00**  
ORPHANS' COURT/REGISTER OF  
WILLS

TOTAL **\$10.00**

CUSTOMER  
**HOPKINS, DAVID J.**

John

Seamus

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENERVEST OLANTA, LLC

CIVIL DIVISION

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a/JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased, his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

Defendants.

NO. 02-1753-CD

**AFFIDAVIT OF SERVICE**

Filed on behalf of : EnerVest Olanta, LLC  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald D. Saxton, Jr., Esquire  
Pa. I.D. No. 10035

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.  
119 South College Street  
Washington, PA 15301  
(724) 228-8115

**FILED**

MAR 13 2003

William A. Shaw  
Prothonotary

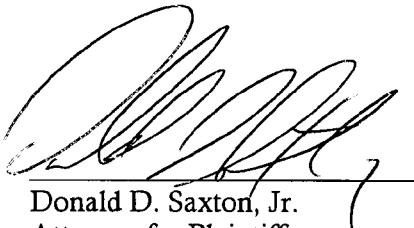
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. ) No. 02-1753-CD  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )

AFFIDAVIT OF SERVICE

I, the undersigned, caused to be served by Certified Mail, Return Receipt Requested, Receipt  
No. 7099 3400 0012 9144 3392, a copy of the Complaint in Civil Action filed on behalf of the  
Plaintiff on February 5, 2003, upon William C. Chase, Jr., at Mountain View Farm Road,  
Stevensburg, VA 22741. The return receipt, attached hereto, shows service on February 8, 2003.

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



Donald D. Saxton, Jr.  
Attorney for Plaintiff

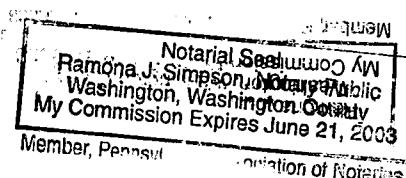
Sworn to and subscribed

before me this 14<sup>th</sup> day

of March, 2003.

Ramona J. Simpson  
Notary Public

My Commission Expires:



**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:**

William C. Chase, Jr.  
Mountain View Farm R.  
Stevensburg, VA 22741

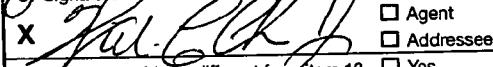
**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)**

William Chase Jr

**B. Date of Delivery**

2/8/03

**C. Signature**



Agent

Addressee

**D. Is delivery address different from item 1?**

Yes  
 If YES, enter delivery address below:

No

**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article Number (Copy from service label)**

7099 3400 0012 9144 3392

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

7992

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENERVEST OLANTA, LLC

CIVIL DIVISION

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a/JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased, his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN, deceased, her administrators, executors, heirs, successors and assigns; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

NO. <sup>02</sup> 22-1753-CD

**MOTION TO AMEND CAPTION**

Filed on behalf of: EnerVest Olanta, LLC  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald D. Saxton, Jr., Esquire  
Pa. I.D. No. 10035

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.  
119 South College Street  
Washington, PA 15301  
(724) 228-8115

Defendants.

RECD  
10/2/2023

Mark A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENERVEST OLANTA, LLC )  
Plaintiff, )  
vs. ) No. 02-1753-CD  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; and all other persons having or )  
claiming to have any right, title or interest in )  
the oil and gas estate hereinafter described. )  
Defendants. )

MOTION TO AMEND CAPTION

AND NOW comes Plaintiff, EnerVest Olanta, LLC, by its undersigned counsel Law Offices  
of Donald D. Saxton, Jr., P.C., by Donald D. Saxton, Jr. and moves this Honorable Court to  
amend the caption and in support thereof states as follows:

1. Subsequent to filing the Complaint, plaintiff learned that one of the defendants, Dollie C. Beckman, deceased, is in fact alive and not deceased.
2. Plaintiff desires to amend the caption to remove the words "deceased, her administrators, executors, heirs, successors and assigns" following Dollie C. Beckman's name from the caption of the Complaint.
3. The proposed amended caption will be as follows:

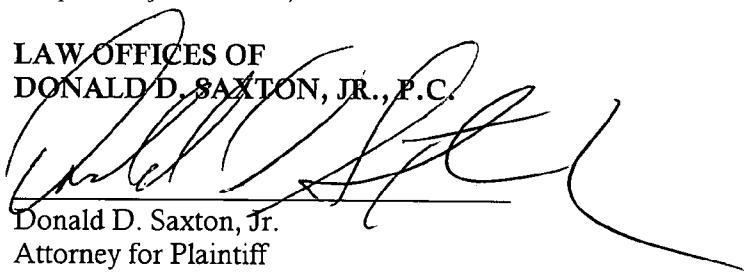
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENERVEST OLANTA, LLC	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 02-1753-CD
	)	
EMILY V. BOULTON, deceased, her	)	
administrators, executors, heirs, successors	)	
and assigns; HAROLD J. BOULTON,	)	
deceased, his administrators, executors,	)	
heirs, successors and assigns; JULIA K.	)	
BOULTON, a/k/a/JULIA KERR CHASE	)	
BOULTON, a/k/a JULIA K. CHASE	)	
BOULTON, a/k/a JULIA K. CHASE,	)	
deceased, her administrators,	)	
executors, heirs, successors and assigns;	)	
EMILY CHASE WEAVER; WILLIAM C.	)	
CHASE, JR.; SAMUEL R. HAMILTON,	)	
a/k/a S.R. HAMILTON, deceased, his	)	
administrators, executors, heirs, successors	)	
and assigns; ANNA M. HAMILTON,	)	
deceased, her administrators, executors,	)	
heirs, successors and assigns; BETTY M.	)	
HAMILTON, a/k/a ELIZABETH M.	)	
HAMILTON, deceased, her administrators,	)	
executors, heirs, successors and assigns;	)	
DON W. EIGHMY, deceased, his	)	
administrators, Executors, heirs, successors	)	
and assigns; ROBERTINA EIGHMY;	)	
DOLLIE C. BECKMAN; and all other	)	
persons having or claiming to have any	)	
right, title or interest in the oil and gas	)	
estate hereinafter described.	)	
	)	
Defendants.	)	

WHEREFORE, plaintiff respectfully requests this Honorable Court to grant plaintiff's Motion to Amend the Caption.

Respectfully submitted,

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.

  
Donald D. Saxton, Jr.  
Attorney for Plaintiff

**FILED** 200  
QK  
M 11/23/02  
DEC 00 2002  
Amy Saxton

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENERVEST OLANTA, LLC )  
Plaintiff, )  
vs. ) No. 02-1753-CD  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
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BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
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CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
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and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; and all other persons having or )  
claiming to have any right, title or interest in )  
the oil and gas estate hereinafter described. )  
Defendants. )

FILED

JAN 24 2003

William A. Shaw  
Prothonotary

ORDER OF COURT

AND NOW, this 13 day of January, 2003, upon consideration of the foregoing

Motion, it is ORDERED that the caption is amended as follows:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENERVEST OLANTA, LLC

Plaintiff,

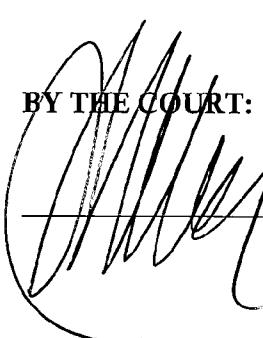
vs.

EMILY V. BOULTON, deceased, her  
administrators, executors, heirs, successors  
and assigns; HAROLD J. BOULTON,  
deceased, his administrators, executors,  
heirs, successors and assigns; JULIA K.  
BOULTON, a/k/a/JULIA KERR CHASE  
BOULTON, a/k/a JULIA K. CHASE  
BOULTON, a/k/a JULIA K. CHASE,  
deceased, her administrators,  
executors, heirs, successors and assigns;  
EMILY CHASE WEAVER; WILLIAM C.  
CHASE, JR.; SAMUEL R. HAMILTON,  
a/k/a S.R. HAMILTON, deceased, his  
administrators, executors, heirs, successors  
and assigns; ANNA M. HAMILTON,  
deceased, her administrators, executors,  
heirs, successors and assigns; BETTY M.  
HAMILTON, a/k/a ELIZABETH M.  
HAMILTON, deceased, her administrators,  
executors, heirs, successors and assigns;  
DON W. EIGHMY, deceased, his  
administrators, Executors, heirs, successors  
and assigns; ROBERTINA EIGHMY;  
DOLLIE C. BECKMAN; and all other  
persons having or claiming to have any  
right, title or interest in the oil and gas  
estate hereinafter described.

Defendants.

) No. 02-1753-CD

BY THE COURT:



J.

**FILED**

2/26

01/10:51 AM  
JAN 24 2003

Atty Saxon

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENERVEST OLANTA, LLC

CIVIL DIVISION

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a/JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased, his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

Defendants.

NO. 02-1753-CD

**PRAECLYPE TO REINSTATE  
COMPLAINT**

Filed on behalf of : EnerVest Olanta, LLC  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald D. Saxton, Jr., Esquire  
Pa. I.D. No. 10035

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.  
119 South College Street  
Washington, PA 15301  
(724) 228-8115

**FILED**

11:03 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. ) No. 02-1753-CD  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above-captioned matter.

Respectfully submitted,

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.

Donald D. Saxton, Jr.  
Attorney for Plaintiff

**FILED**

1CC Atty  
Atty Rd. 7.00

31147-821

3 Compl. Reinstated to Staff

FEB 03 2003

4 Compl. Reinstated to Atty

William A. Shaw  
Prothonotary

C  
KAT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENERVEST OLANTA, LLC

CIVIL DIVISION

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a/JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased, his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

Defendants.

NO. 02-1753-CD

**MOTION FOR LEAVE TO SERVE  
COMPLAINT TO QUIET TITLE  
BY PUBLICATION**

Filed on behalf of : EnerVest Olanta, LLC  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald D. Saxton, Jr., Esquire  
Pa. I.D. No. 10035

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.  
119 South College Street  
Washington, PA 15301  
(724) 228-8115

**FILED**

FEB 07 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. ) No. 02-1753-CD  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )

**MOTION FOR LEAVE TO SERVE COMPLAINT  
TO QUIET TITLE BY PUBLICATION**

AND NOW comes Plaintiff, EnerVest Olanta, LLC, by its undersigned counsel Law  
Offices of Donald D. Saxton, Jr., P.C., by Donald D. Saxton, Jr. and moves this Honorable  
Court to grant leave to the Plaintiff to serve the Complaint in Civil Action to Quiet Title to the  
oil and gas under a tract of land consisting of 145 acres, more or less situate in Pike

Township, Clearfield County, Pennsylvania by publication in such manner as the Court should direct on the executors, administrators, heirs, successors and assigns of the hereinafter named decedents possibly having an interest in the said oil and gas and in support thereof states as follows:

1. An Affidavit of Donald D. Saxton, Jr., attorney for plaintiff, has been duly executed and filed on behalf of plaintiff setting forth that the identity and whereabouts of all the executors, administrators, heirs successors and assigns of: EMILY V. BOULTON, deceased; HAROLD J. BOULTON, deceased; JULIA K. BOULTON, a/k/a JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE, deceased; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased; ANNA M. HAMILTON, deceased; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased; DON W. EIGHMY, deceased, cannot be determined with certainty notwithstanding the exercise of reasonable efforts so to do.

2. A copy of the above-referenced Affidavit of Donald D. Saxton, Jr. filed with the Prothonotary of Clearfield County, Pennsylvania, is attached to this Motion and made a part hereof by this reference.

3. The form of NOTICE of action to be publicized shall be as follows:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. ) No. 02-1753-CD  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )

BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )

## NOTICE

TO: EMILY V. BOULTON, deceased; HAROLD J. BOULTON, deceased; JULIA K. BOULTON, a/k/a JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE, deceased; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased; ANNA M. HAMILTON, deceased; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased; DON W. EIGHMY, deceased, their respective Executors, Administrators, heirs, successors and assigns, or whoever may be the holder or holders of any claim of title to the oil and gas underlying a tract of 145 acres, more or less, situate in Pike Township, Clearfield County, Pennsylvania.

TAKE NOTICE that on November 12, 2002 plaintiff filed its Complaint in Civil Action to Quiet Title to the oil and gas underlying 145 acres, more or less, situate under three tracts of land in Pike Township, Clearfield County, Pennsylvania, described in three deeds of Harry A. Cathcart dated October 29, 1928 to S. R. Hamilton, e.g. in Deed Book 290, page 164, Deed Book 290, page 166 and Deed Book 290, page 169.

Plaintiff avers that it is the holder of a leasehold interest in the said oil and gas by a lease dated May 1, 2001 and that its title to the said oil and gas is based on the conveyance by Harry A. Cathcart to S.R. Hamilton of the coal and other minerals including oil and gas by the three aforesaid deeds dated October 29, 1928.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the Complaint, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. 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 the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

OR

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

WHEREFORE, plaintiff respectfully requests this Honorable Court to grant plaintiff's Motion for Leave to Serve the Complaint by Publication.

Respectfully submitted,

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.

Donald D. Saxton, Jr.  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENERVEST OLANTA, LLC

CIVIL DIVISION

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a/JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased, his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

Defendants.

NO. 02-1753-CD

**AFFIDAVIT OF SERVICE OF COMPLAINT  
AND REASONABLE EFFORTS TO LOCATE  
DEFENDANTS**

Filed on behalf of : EnerVest Olanta, LLC  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald D. Saxton, Jr., Esquire  
Pa. I.D. No. 10035

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.  
119 South College Street  
Washington, PA 15301  
(724) 228-8115

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. ) No. 02-1753-CD )  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )

**AFFIDAVIT OF SERVICE OF COMPLAINT AND  
REASONABLE EFFORTS TO LOCATE DEFENDANTS**

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF WASHINGTON ) SS.

Donald D. Saxton, Jr., being duly sworn according to law, deposes and says in support of a Motion by Plaintiff for Leave to Serve the Complaint in Civil Action by Publication, states as follows:

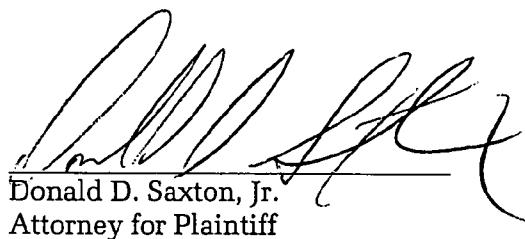
1. He is an attorney licensed to practice law in the Commonwealth of Pennsylvania and maintains his office at 119 South College Street, Washington, Pennsylvania, 15301 and is the attorney representing plaintiff in the above-captioned matter, through the Law Offices of Donald D. Saxton, Jr., P.C.
2. To the best of his knowledge and belief, as of December 15, 1936, S.R. Hamilton a/k/a Samuel R. Hamilton and Anna M. Hamilton, are the persons holding the fee simple interest in the oil and gas which is the subject of this action and were married residents of Clearfield County, Pennsylvania, that each died intestate and there is no record of the administration of an estate for either of them in Clearfield County, Pennsylvania.
3. He believes that S.R. Hamilton a/k/a Samuel R. Hamilton and Anna M. Hamilton died survived only by a daughter, Elizabeth Ann Hamilton, a/k/a Betty Hamilton, who died testate on October 29, 1983, a resident of Clearfield County, Pennsylvania.
4. Letters of Administration, C.T.A. were granted to Anne Smith Thacik to administer the Estate of Elizabeth Ann Hamilton, a/k/a Betty Hamilton on November 1, 1983 and noted in Will Book 27, page 106 in the Office of Register of Wills, Clearfield County, Pennsylvania.
5. Elizabeth Ann Hamilton devised all of her property, personal and real, to Anne Thacik.
6. Anne S. Thacik was during her lifetime married George K. Thacik, who survived her.

7. Emily V. Boulton, a possible claimant of title to the oil and gas subject to the action, died testate November 17, 1969, a resident of Clearfield County, Pennsylvania, and her will was admitted to probate on November 24, 1969 at Will Book 15, page 283 and as averred in the Complaint, it is believed any claim of title to the said oil and gas by Emily V. Boulton would have descended to Emily Chase Weaver, whose last known address was 303 West Market Street, Clearfield, Pennsylvania 16830, and William C. Chase, Jr. whose last known address was: Mountain View Farm, Stevensburg, VA 22741.
8. Directions for the service of the Complaint in Civil Action on Emily Chase Weaver and William C. Chase, Jr. in accord with the Rules of Civil Procedure have been given to the Sheriff of Clearfield County, Pennsylvania, with instructions to attempt and complete service on these persons at the addresses set forth above.
9. Notwithstanding the use of reasonable efforts, all of the possible heirs and successors of S.R. Hamilton a/k/a Samuel R. Hamilton: Anna M. Hamilton; Elizabeth Ann Hamilton a/k/a Betty Hamilton; Emily V. Boulton; Julia K. Boulton, a/k/a Julia Kerr Chase Boulton, a/k/a Julia K. Chase Boulton, a/k/a Julia J. Chase; and Donald W. Eighmy and their addresses are not known and, therefore, cannot be conclusively determined.
10. The tax assessment records of Clearfield County, Pennsylvania indicate that S.R. Hamilton was assessed for taxation with 46 and 50 acres of coal rights in 1931 and by virtue of Tax Sale Deed 3, page 107, this interest appears to have been conveyed by the Clearfield County Commissioners by sale dated November 30, 1936 to Harold Boulton.

11. Notwithstanding reasonable efforts to determine the source of title to and the identity of the interest in coal rights assessed to S.R. Hamilton in 1931, it cannot be determined whether the interest assessed is the interest acquired by S.R. Hamilton by the three deeds dated October 29, 1928 from Harry A. Cathcart to S.R. Hamilton recorded in the Office of Recorder of Deeds Clearfield County, Pennsylvania in Deed Book 290, page 164; Deed Book 290, page 166; and Deed Book 290, page 362.
12. The tax assessment records of Clearfield County, Pennsylvania indicate that Harold Boulton was assessed for 75 acres of mineral and oil and gas in 1957.
13. Notwithstanding reasonable efforts to determine the source of title to the minerals and oil and gas assessed to Harold Boulton in 1957, it cannot be determined and it cannot be concluded that it was not the interest conveyed by the November 20, 1936 deed by the Clearfield County Commissioner to Harold Boulton.
14. By a deed dated January 4, 1965, recorded March 27, 1967 in the Office of Recorder of Deeds Clearfield County, Pennsylvania in Deed Book 528, page 537, Louise Mahaffrey, Treasurer of Clearfield County, Pennsylvania, conveyed 75 acres of mineral and oil and gas assessed in the name of Harold J. Boulton for the nonpayment of taxes for 1962 to Don W. Eighmy and Roberta Eighmy, husband and wife.
15. The source of title to the 75 acres of mineral and oil and gas sold by the Clearfield County Treasurer to Don W. Eighmy and Roberta Eighmy cannot be conclusively determined to not be the interest acquired by Harold Boulton previously assessed to S. R. Hamilton purchased by Harold Boulton from the Commissioner of Clearfield County, Pennsylvania on November 30, 1936.

16. Don W. Eighmy died April 1, 1999, a resident of Allegheny County, Pennsylvania, survived by his wife, Roberta Eighmy who, as the surviving spouse of an interest held as tenants by the entireties, would be the owner of the interest conveyed to her and Don W. Eighmy by the Treasurer of Clearfield County, Pennsylvania by deed dated January 4, 1965.
17. The last known address of Roberta Eighmy is 234 Frances Road, Pittsburgh, PA 15239 and the Sheriff of Clearfield County, Pennsylvania has been directed to serve the Complaint in this action on her at that address in accord with the Rules of Civil Procedure.
18. The address for Dollie C. Beckman listed with the Clearfield County, Pennsylvania Office of Tax Assessment is: R.D. 1, Box 46, Olanta, PA 16863 and the Sheriff of Clearfield County, Pennsylvania has been directed to serve the Complaint in this action on her at that address in accord with the Rules of Civil Procedure.

Further the Affiant sayeth not.



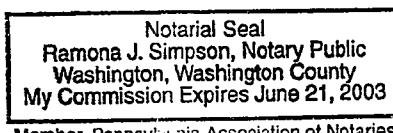
Donald D. Saxton, Jr.  
Attorney for Plaintiff

Sworn to and subscribed

before me this 5<sup>th</sup> day of  
February 2003.

Ramona J. Simpson  
Notary Public

My Commission Expires:



Member, Pennsylvania Association of Notaries

**FILED**

NO  
CC

Q3:5 9-82  
FEB 07 1963

William A. Shaw  
Proprietary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENERVEST OLANTA, LLC

CIVIL DIVISION

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a/JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased, his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

Defendants.

NO. 02-1753-CD

**AFFIDAVIT OF SERVICE OF COMPLAINT  
AND REASONABLE EFFORTS TO LOCATE  
DEFENDANTS**

Filed on behalf of : EnerVest Olanta, LLC  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald D. Saxton, Jr., Esquire  
Pa. I.D. No. 10035

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.  
119 South College Street  
Washington, PA 15301  
(724) 228-8115

**FILED**

FEB 07 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. )  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )

**AFFIDAVIT OF SERVICE OF COMPLAINT AND  
REASONABLE EFFORTS TO LOCATE DEFENDANTS**

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF WASHINGTON )

Donald D. Saxton, Jr., being duly sworn according to law, deposes and says in support of a Motion by Plaintiff for Leave to Serve the Complaint in Civil Action by Publication, states as follows:

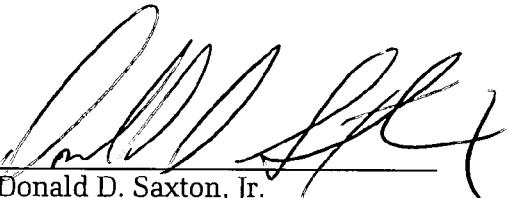
1. He is an attorney licensed to practice law in the Commonwealth of Pennsylvania and maintains his office at 119 South College Street, Washington, Pennsylvania, 15301 and is the attorney representing plaintiff in the above-captioned matter, through the Law Offices of Donald D. Saxton, Jr., P.C.
2. To the best of his knowledge and belief, as of December 15, 1936, S.R. Hamilton a/k/a Samuel R. Hamilton and Anna M. Hamilton, are the persons holding the fee simple interest in the oil and gas which is the subject of this action and were married residents of Clearfield County, Pennsylvania, that each died intestate and there is no record of the administration of an estate for either of them in Clearfield County, Pennsylvania.
3. He believes that S.R. Hamilton a/k/a Samuel R. Hamilton and Anna M. Hamilton died survived only by a daughter, Elizabeth Ann Hamilton, a/k/a Betty Hamilton, who died testate on October 29, 1983, a resident of Clearfield County, Pennsylvania.
4. Letters of Administration, C.T.A. were granted to Anne Smith Thacik to administer the Estate of Elizabeth Ann Hamilton, a/k/a Betty Hamilton on November 1, 1983 and noted in Will Book 27, page 106 in the Office of Register of Wills, Clearfield County, Pennsylvania.
5. Elizabeth Ann Hamilton devised all of her property, personal and real, to Anne Thacik.
6. Anne S. Thacik was during her lifetime married George K. Thacik, who survived her.

7. Emily V. Boulton, a possible claimant of title to the oil and gas subject to the action, died testate November 17, 1969, a resident of Clearfield County, Pennsylvania, and her will was admitted to probate on November 24, 1969 at Will Book 15, page 283 and as averred in the Complaint, it is believed any claim of title to the said oil and gas by Emily V. Boulton would have descended to Emily Chase Weaver, whose last known address was 303 West Market Street, Clearfield, Pennsylvania 16830, and William C. Chase, Jr. whose last known address was: Mountain View Farm, Stevensburg, VA 22741.
8. Directions for the service of the Complaint in Civil Action on Emily Chase Weaver and William C. Chase, Jr. in accord with the Rules of Civil Procedure have been given to the Sheriff of Clearfield County, Pennsylvania, with instructions to attempt and complete service on these persons at the addresses set forth above.
9. Notwithstanding the use of reasonable efforts, all of the possible heirs and successors of S.R. Hamilton a/k/a Samuel R. Hamilton: Anna M. Hamilton; Elizabeth Ann Hamilton a/k/a Betty Hamilton; Emily V. Boulton; Julia K. Boulton, a/k/a Julia Kerr Chase Boulton, a/k/a Julia K. Chase Boulton, a/k/a Julia J. Chase; and Donald W. Eighmy and their addresses are not known and, therefore, cannot be conclusively determined.
10. The tax assessment records of Clearfield County, Pennsylvania indicate that S.R. Hamilton was assessed for taxation with 46 and 50 acres of coal rights in 1931 and by virtue of Tax Sale Deed 3, page 107, this interest appears to have been conveyed by the Clearfield County Commissioners by sale dated November 30, 1936 to Harold Boulton.

11. Notwithstanding reasonable efforts to determine the source of title to and the identity of the interest in coal rights assessed to S.R. Hamilton in 1931, it cannot be determined whether the interest assessed is the interest acquired by S.R. Hamilton by the three deeds dated October 29, 1928 from Harry A. Cathcart to S.R. Hamilton recorded in the Office of Recorder of Deeds Clearfield County, Pennsylvania in Deed Book 290, page 164; Deed Book 290, page 166; and Deed Book 290, page 362.
12. The tax assessment records of Clearfield County, Pennsylvania indicate that Harold Boulton was assessed for 75 acres of mineral and oil and gas in 1957.
13. Notwithstanding reasonable efforts to determine the source of title to the minerals and oil and gas assessed to Harold Boulton in 1957, it cannot be determined and it cannot be concluded that it was not the interest conveyed by the November 20, 1936 deed by the Clearfield County Commissioner to Harold Boulton.
14. By a deed dated January 4, 1965, recorded March 27, 1967 in the Office of Recorder of Deeds Clearfield County, Pennsylvania in Deed Book 528, page 537, Louise Mahaffrey, Treasurer of Clearfield County, Pennsylvania, conveyed 75 acres of mineral and oil and gas assessed in the name of Harold J. Boulton for the nonpayment of taxes for 1962 to Don W. Eighmy and Roberta Eighmy, husband and wife.
15. The source of title to the 75 acres of mineral and oil and gas sold by the Clearfield County Treasurer to Don W. Eighmy and Roberta Eighmy cannot be conclusively determined to not be the interest acquired by Harold Boulton previously assessed to S. R. Hamilton purchased by Harold Boulton from the Commissioner of Clearfield County, Pennsylvania on November 30, 1936.

16. Don W. Eighmy died April 1, 1999, a resident of Allegheny County, Pennsylvania, survived by his wife, Roberta Eighmy who, as the surviving spouse of an interest held as tenants by the entireties, would be the owner of the interest conveyed to her and Don W. Eighmy by the Treasurer of Clearfield County, Pennsylvania by deed dated January 4, 1965.
17. The last known address of Roberta Eighmy is 234 Frances Road, Pittsburgh, PA 15239 and the Sheriff of Clearfield County, Pennsylvania has been directed to serve the Complaint in this action on her at that address in accord with the Rules of Civil Procedure.
18. The address for Dollie C. Beckman listed with the Clearfield County, Pennsylvania Office of Tax Assessment is: R.D. 1, Box 46, Olanta, PA 16863 and the Sheriff of Clearfield County, Pennsylvania has been directed to serve the Complaint in this action on her at that address in accord with the Rules of Civil Procedure.

Further the Affiant sayeth not.



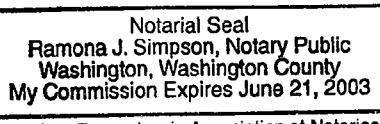
Donald D. Saxton, Jr.  
Attorney for Plaintiff

Sworn to and subscribed

before me this 5<sup>th</sup> day of  
January 2003.

Ramona J. Simpson  
Notary Public

My Commission Expires:



Member, Pennsylvania Association of Notaries

ED  
NO  
cc  
013:5984  
FL 07/10/03  
E  
JRK

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. ) No. 02-1753-CD  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )

FILED

FEB 10 2003

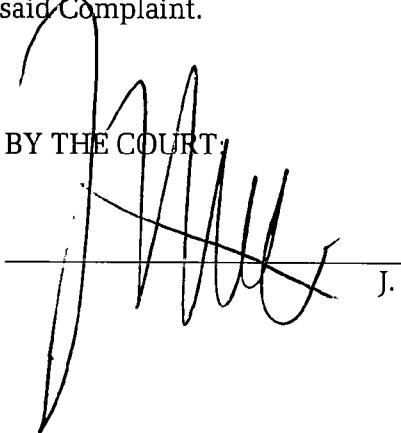
William A. Shaw  
Prothonotary

ORDER OF PUBLICATION

AND NOW, this 10<sup>th</sup> day of February, 2003, upon consideration of the  
foregoing Motion and the Affidavit of Donald. Saxton, Jr., the plaintiff is granted leave to  
make service of the Complaint in Civil Action to Quiet Title to oil and gas on EMILY V.

BOULTON, deceased; HAROLD J. BOULTON, deceased; JULIA K. BOULTON, a/k/a JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE, deceased; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased; ANNA M. HAMILTON, deceased; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased; DON W. EIGHMY, deceased. their respective Executors, Administrators, heirs, successors and assigns by publication 1 a week for 4 successive weeks in the Clearfield County Legal Journal and Courier Express, a newspaper of general circulation in Clearfield County, Pennsylvania, to appear not less than 30 days prior to the date set for hearing on said Complaint.

BY THE COURT:



J.

**FILED**

*filed*

2cc

019:33 18th  
FEB 10 2003

Atty Saxton

William A. Shaw  
Prothonotary

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

ENERVEST OLANTA, LLC

vs.

No. 02-1753-CD

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns, DON W. EIGHMY, deceased, his administrators, heirs, successors and assigns, ROBERTINA EIGHMY; DOLLIE C. BECKMAN; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described

FILED

FEB 19 2003

William A. Shaw  
Prothonotary

ORDER

NOW, this 18<sup>th</sup> day of February, 2003, upon consideration of recusal of both Judges sitting in the 46<sup>th</sup> Judicial District, it is the ORDER of this Court that the Court Administrator of Clearfield County refer the above-captioned civil matter to Administrative Regional Unit II for assignment of a specially presiding judicial authority.

BY THE COURT:

JOHN K. REILLY, JR.  
President Judge

2005 C 1 837

W. H. A. Shaw  
Prothonotary

**FILED**

cc

clerk

© 2003  
FEB 19 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENERVEST OLANTA, LLC

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased, his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

Defendants.

CIVIL DIVISION

NO. 02-1753-CD

**MOTION FOR LEAVE TO SERVE  
COMPLAINT TO QUIET TITLE  
BY PUBLICATION**

Filed on behalf of: EnerVest Olanta, LLC  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald D. Saxton, Jr., Esquire  
Pa. I.D. No. 10035

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.  
119 South College Street  
Washington, PA 15301  
(724) 228-8115

**FILED**

OCT 14 2003

*m 10:30/ u*  
William A. Shaw  
Prothonotary

*2 CEnc to Army*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. )  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors)  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors)  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
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executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors)  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )  
No. 02-1753-CD

**MOTION FOR LEAVE TO SERVE COMPLAINT  
TO QUIET TITLE BY PUBLICATION**

AND NOW comes Plaintiff, EnerVest Olanta, LLC, by its undersigned counsel Law Offices of Donald D. Saxton, Jr., P.C., by Donald D. Saxton, Jr. and moves this Honorable Court to grant leave to the Plaintiff to serve the Complaint in Civil Action to Quiet Title to the oil and gas under a tract of land consisting of 145 acres, more or less situate in Pike

Township, Clearfield County, Pennsylvania by publication in such manner as the Court should direct on Robertina Eighmy and in support thereof states as follows:

1. An Affidavit of Donald D. Saxton, Jr., attorney for plaintiff, has been duly executed and filed on behalf of plaintiff setting forth that the identity and whereabouts of Robertina Eighmy, a party to this action, cannot be determined with certainty notwithstanding the exercise of reasonable efforts so to do.

2. A copy of the above-referenced Affidavit of Donald D. Saxton, Jr. filed with the Prothonotary of Clearfield County, Pennsylvania, is attached to this Motion and made a part hereof by this reference.

3. The form of NOTICE of action to be publicized shall be as follows:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 02-1753-CD
	)	
EMILY V. BOULTON, deceased, her	)	
administrators, executors, heirs, successors)	)	
and assigns; HAROLD J. BOULTON,	)	
deceased, his administrators, executors,	)	
heirs, successors and assigns; JULIA K.	)	
BOULTON, a/k/a/JULIA KERR CHASE	)	
BOULTON, a/k/a JULIA K. CHASE	)	
BOULTON, a/k/a JULIA K. CHASE,	)	
deceased, her administrators,	)	
executors, heirs, successors and assigns;	)	
EMILY CHASE WEAVER; WILLIAM C.	)	
CHASE, JR.; SAMUEL R. HAMILTON,	)	
a/k/a S.R. HAMILTON, deceased, his	)	
administrators, executors, heirs, successors)	)	
and assigns; ANNA M. HAMILTON,	)	
deceased, her administrators, executors,	)	
heirs, successors and assigns; BETTY M.	)	
HAMILTON, a/k/a ELIZABETH M.	)	
HAMILTON, deceased, her administrators,	)	

executors, heirs, successors and assigns;      )  
DON W. EIGHMY, deceased, his              )  
administrators, Executors, heirs, successors) and assigns; ROBERTINA EIGHMY;      )  
DOLLIE C. BECKMAN; and all other      )  
persons having or claiming to have any      )  
right, title or interest in the oil and gas      )  
estate hereinafter described.      )  
    )  
Defendants.                                      )

## **NOTICE**

TO: Robertina Eighmy

TAKE NOTICE that on November 12, 2002 plaintiff filed its Complaint in Civil Action to Quiet Title to the oil and gas underlying 145 acres, more or less, situate under three tracts of land in Pike Township, Clearfield County, Pennsylvania, described in three deeds of Harry A. Cathcart dated October 29, 1928 to S. R. Hamilton, e.g. in Deed Book 290, page 164, Deed Book 290, page 166 and Deed Book 290, page 169.

Plaintiff avers that it is the holder of a leasehold interest in the said oil and gas by a lease dated May 1, 2001 and that its title to the said oil and gas is based on the conveyance by Harry A. Cathcart to S.R. Hamilton of the coal and other minerals including oil and gas by the three aforesaid deeds dated October 29, 1928.

### **NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the Complaint, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. 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 the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

OR

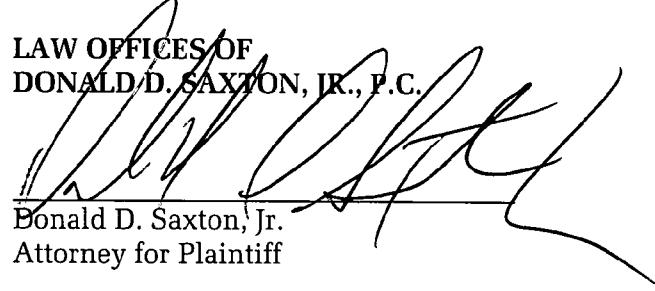
Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

WHEREFORE, plaintiff respectfully requests this Honorable Court to grant plaintiff's Motion for Leave to Serve the Complaint by Publication.

Respectfully submitted,

**LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.**

Donald D. Saxton, Jr.  
Attorney for Plaintiff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENERVEST OLANTA, LLC

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a/JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased; his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

Defendants.

CIVIL DIVISION

NO. 02-1753-CD

**AFFIDAVIT OF SERVICE OF  
COMPLAINT AND REASONABLE  
EFFORTS TO LOCATE DEFENDANT**

Filed on behalf of: EnerVest Olanta, LLC  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald D. Saxton, Jr., Esquire  
Pa. I.D. No. 10035

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.  
119 South College Street  
Washington, PA 15301  
(724) 228-8115

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. )  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
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deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )  
No. 02-1753-CD

**AFFIDAVIT OF SERVICE OF COMPLAINT AND  
REASONABLE EFFORTS TO LOCATE DEFENDANT**

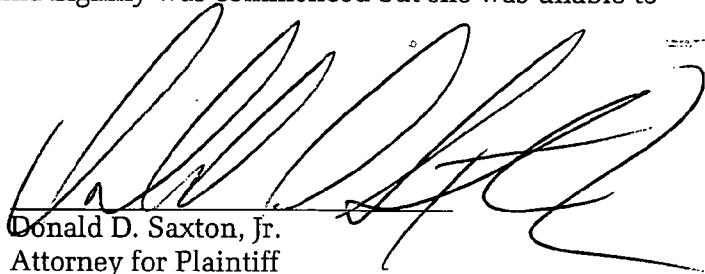
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF WASHINGTON ) ss.

Donald D. Saxton, Jr., being duly sworn according to law, deposes and says in support of a Motion by Plaintiff for Leave to Serve the Complaint in Civil Action by Publication, states as follows:

1. He is an attorney licensed to practice law in the Commonwealth of Pennsylvania and maintains his office at 119 South College Street, Washington, Pennsylvania, 15301 and is the attorney representing plaintiff in the above-captioned matter, through the Law Offices of Donald D. Saxton, Jr., P.C.
2. The averments set forth in his affidavit dated February 7, 2003 filed in the Office of the Prothonotary of Clearfield County, Pennsylvania, in the above-captioned proceedings are incorporated herein in as if set forth herein in their entirety.
3. The Sheriff of Allegheny County, Pennsylvania, was deputized by the Sheriff of Clearfield County, Pennsylvania to personally serve Robertina Eighmy at her last known address of 234 Frances Road, Pittsburgh, PA 15239.
4. The return of the Sheriff of Allegheny County states that Robertina Eighmy was not found at that address.
5. The undersigned then contacted Vital Records for the Commonwealth of Pennsylvania and determined that there are no death records for Robertina Eighmy in Pennsylvania.
6. Roy Rubicon, a title examiner experienced in searching public records in Allegheny County, Pennsylvania, searched records in Allegheny County and determined that the property at 234 Frances Road, Pittsburgh, PA 15239 was sold on January 19, 2002. No other properties were assessed in the name of Robertina Eighmy and no death records or general judgments were found under her name and no evidence of her being registered to vote.

7. An Internet search of Robertina Eighmy was commenced but she was unable to be located.

Further the Affiant sayeth not.

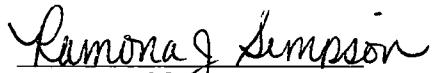


Donald D. Saxton, Jr.  
Attorney for Plaintiff

Sworn to and subscribed

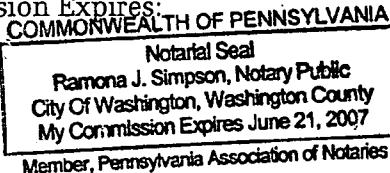
before me this 8<sup>th</sup> day of

October 2003.



Notary Public

My Commission Expires:





OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

October 14, 2003

Honorable Judge Keith B. Quigley  
Perry County Courthouse  
Post Office Box 668  
New Bloomfield, PA 17068-0668

RE: ENERVEST OLANTA, LLC  
vs.  
EMILY V. BOULTON, al  
No. 02-1753-CD

Dear Judge Quigley:

Enclosed please find a copy of the Motion for Leave to Serve Complaint to Quiet Title by Publication and the original Order in the above-captioned matter. Please sign, then return it in the self-addressed stamped envelope included for your convenience.

Very truly yours,

A handwritten signature in black ink that appears to read "Marcy Kelley".

Marcy Kelley  
Deputy Court Administrator

Enc.

cc: William A. Shaw, Proth.  
David S. Meholic, Ct. Adm.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENERVEST OLANTA, LLC

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased, his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

Defendants.

CIVIL DIVISION

NO. 02-1753-CD

**AFFIDAVIT OF SERVICE OF  
COMPLAINT AND REASONABLE  
EFFORTS TO LOCATE DEFENDANT**

Filed on behalf of: EnerVest Olanta, LLC  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald D. Saxton, Jr., Esquire  
Pa. I.D. No. 10035

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.  
119 South College Street  
Washington, PA 15301  
(724) 228-8115

**FILED**

OCT 14 2003

10:30 AM

William A. Shaw  
Prothonotary

2 CERT TO KRM

*GR*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. )  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )  
No. 02-1753-CD

**AFFIDAVIT OF SERVICE OF COMPLAINT AND  
REASONABLE EFFORTS TO LOCATE DEFENDANT**

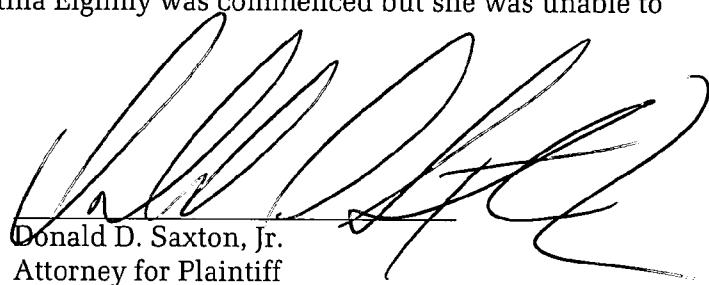
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF WASHINGTON )  
 )

Donald D. Saxton, Jr., being duly sworn according to law, deposes and says in support of a Motion by Plaintiff for Leave to Serve the Complaint in Civil Action by Publication, states as follows:

1. He is an attorney licensed to practice law in the Commonwealth of Pennsylvania and maintains his office at 119 South College Street, Washington, Pennsylvania, 15301 and is the attorney representing plaintiff in the above-captioned matter, through the Law Offices of Donald D. Saxton, Jr., P.C.
2. The averments set forth in his affidavit dated February 7, 2003 filed in the Office of the Prothonotary of Clearfield County, Pennsylvania, in the above-captioned proceedings are incorporated herein in as if set forth herein in their entirety.
3. The Sheriff of Allegheny County, Pennsylvania, was deputized by the Sheriff of Clearfield County, Pennsylvania to personally serve Robertina Eighmy at her last known address of 234 Frances Road, Pittsburgh, PA 15239.
4. The return of the Sheriff of Allegheny County states that Robertina Eighmy was not found at that address.
5. The undersigned then contacted Vital Records for the Commonwealth of Pennsylvania and determined that there are no death records for Robertina Eighmy in Pennsylvania.
6. Roy Rubicon, a title examiner experienced in searching public records in Allegheny County, Pennsylvania, searched records in Allegheny County and determined that the property at 234 Frances Road, Pittsburgh, PA 15239 was sold on January 19, 2002. No other properties were assessed in the name of Robertina Eighmy and no death records or general judgments were found under her name and no evidence of her being registered to vote.

7. An Internet search of Robertina Eighmy was commenced but she was unable to be located.

Further the Affiant sayeth not.



Donald D. Saxton, Jr.  
Attorney for Plaintiff

Sworn to and subscribed

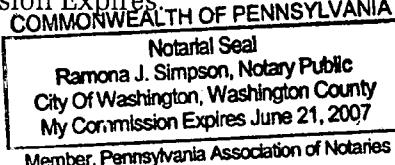
before me this 8th day of

October 2003.



Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. ) No. 02-1753-CD  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )

FILED

OCT 23 2003

William A. Shaw  
Prothonotary/Clerk of Courts

ORDER OF PUBLICATION

AND NOW, this 16<sup>th</sup> day of October, 2003, upon consideration of the  
foregoing Motion and the Affidavit of Donald. Saxton, Jr., the plaintiff is granted leave to  
make service of the Complaint in Civil Action to Quiet Title to oil and gas on Robertina

Eighmy by publication Once a week for two successive weeks in the Clearfield Legal Journal and Dubois Courier Express, a newspaper of general circulation in Clearfield County, Pennsylvania, to appear not less than 30 days prior to the date set for hearing on said Complaint.

BY THE COURT:

A handwritten signature in black ink, appearing to be a stylized 'P.J.' or initials, followed by a horizontal line.

P.J.

4/15/15 JWD d, st  
Specially Presidung

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

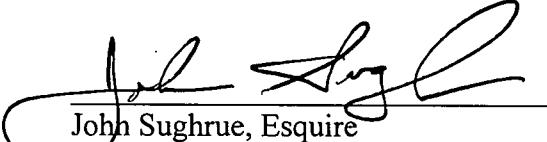
ENER VEST OLANTA, LLC, \*  
Plaintiff \*  
\*  
vs. \* 02-1753-CD  
\*  
EMILY V. BOULTON, deceased, et al \*  
\*

**PRAECIPE FOR APPEARANCE**

TO WILLIAM A. SHAW, PROTHONOTARY.

Kindly enter my appearance on behalf of WILLIAM C. CHASE JR. AND EMILY CHASE WEAVER, Defendants in the above-captioned matter. Direct all pleadings and matters concerning the foregoing to the undersigned.

Date: March 4, 2004

  
John Sughrue, Esquire  
Attorney for Defendants  
Attorney I. D. #01037  
23 North Second Street  
Clearfield, PA 16830  
Phone: (814) 765-1704  
Fax: (814) 765-6959

cc: William C. Chase, Jr.  
Emily Chase Weaver

**FILED**

MAR 04 2004

William A. Shaw  
Prothonotary

**CERTIFICATE OF SERVICE**

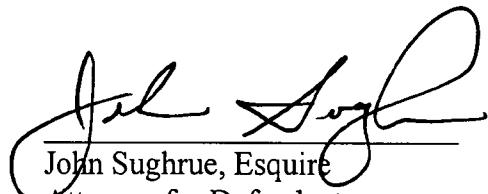
AND NOW, I do hereby certify that on March 4, 2004 I caused a true and correct copy of PRAECIPE FOR APPEARANCE to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid  
Addressed as Follows:

Donald D. Saxton, Esq.  
119 S. College St.  
Washington, PA 15301

David Maholick, Court Administrator  
CLEARFIELD COUNTY COURTHOUSE  
1 N. 2<sup>nd</sup> St.  
Clearfield, PA 16830

Date: March 4, 2004



John Sughrue, Esquire  
Attorney for Defendants

**FILED**

MAR 04 2004

3:48  
William A. Shaw  
Prothonotary

3 cc to atty

gfe

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

ENER VEST OLANTA, LLC,

Plaintiff

vs.

EMILY V. BOULTON, deceased, et al

\*

\*

\*

\* 02-1753-CD

\*

\*

\*

\*

Type of Case: **Civil Action**

\*

Type of Pleading: **Answer to Complaint**

\*

Filed on Behalf of: **Defendants**

\*

**Counsel of Record for this Party:**

John Sughrue, Esq.

Supreme Court No. 01037

23 North Second Street

Clearfield, PA 16830

Phone: (814) 765-1704

Fax: (814) 765-6959

\*

\*

\*

**Other Counsel of Record:**

Donald D. Saxton, Jr., Esq.

Supreme Court No. 10035

119 South College Street

Washington, PA 15301

Phone: (724) 228-8115

\*

\*

\*

\*

FILED

MAR 05 2004

12:55 PM

William A. Shaw

Prothonotary/Clerk of Courts

3 clear to Atty

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

ENERVEST OLANTA, LLC,	*
Plaintiff	*
	*
vs.	*
	*
EMILY V. BOULTON, deceased, et al	02-1753-CD
	*

ANSWER OF DEFENDANTS,  
WILLIAM C. CHASE JR. AND EMILY CHASE WEAVER

AND NOW, comes above-named Defendants, William C. Chase Jr. and Emily Chase Weaver, by their Attorney, John Sughrue, and Answers, the original Complaint filed in the above-captioned matter as follows:

## 1. Admitted.

2. Admitted in part and denied part. On the contrary, Plaintiff is the Lessee of said lease, which purports to lease the oil and gas and the right to operate and produce the oil and gas underlying 145 acres (hereafter, "Premises"); however, Defendants believe and therefore aver that Plaintiff's Lessor did not have ownership of the oil and gas under the Premises and could not therefore legally and validly convey the right to operate and produce the gas. Defendants admit that the Premises, which is the subject of this action (referred to as 145 acres) is allegedly described in the lease as two tracts of land and described in various deeds as three tracts of land consisting generally of seventy-five acres, sixty acres, and eight acres more or less. For purposes of this answer, the word "Premises" as used herein, refers to the aggregate of 145 acres, real property and the oil gas, and related hydrocarbons underlying the same as well as the individual tracts whether it be as described in the lease or as in the deeds and the oil, gas and related hydrocarbons underlying said tracts. Further, Defendants believe and therefore aver that they are the owners of the oil and gas underlying the Premises as heirs of their mother, Julia K. Boulton.

3. Admitted. Further, William C. Chase, Jr. and Emily Chase Weaver, are brother and sister and both are adult individuals who reside at Mountain View Farm, Stevensburg, VA 22741 and 303 W. Market St., Clearfield, PA 16830, respectively. Further, Defendants are the children and only heirs of Julia K. Boulton, formerly, Julia K. Chase, who was the spouse and only heir of Harold J. Boulton, deceased, who similarly was the only heir of his deceased mother, Emily V. Boulton. Said individuals are hereinafter referred to jointly and severally as Defendants.

4. Admitted.

5. Denied. Defendants are without knowledge sufficient to form a belief as to the truth of the facts averred in this paragraph and strict proof of the same is demanded at the trial of this action. Assuming said averment to be true, Defendants deny that said well was drilled and the gas removed from the Premises lawfully for the reason that they did not consent to the same. If Defendants are owners of the oil and gas underneath the Premises, as they believe and aver herein, construction of said well and the removal of the gas constitutes an unlawful conversion of Defendants property, giving rise to civil remedies and damages as well as restitution, all of which is hereby demanded. Further, Defendants believe and therefore aver that Plaintiffs and its predecessors in title knew, or by the exercise of reasonable diligence, should have known that the lease referenced in Paragraph 2 above did not give it lawful authority to do the acts it admits doing in Paragraph 5 of the Complaint.

6. Admitted.

7. Admitted. (a) (i) (ii) (iii) Admitted.

(b) Admitted in part and denied in part. Exhibit B to the Complaint speaks for itself as to its content, meaning and legal effect, as does the record of the deed recorded in the Recorder of Deeds Office. It does not appear that Exhibit B is a certified copy. However, in any event, it is not apparent when, how, where, why or by whom the markings

indicated were placed on the Recorder's record of said Deed from inspection Exhibit B of the complaint or inspection of the Recorder's Records. Proof that such markings were contained on the original instrument at the time it was recorded, was placed on the original instrument by the Grantors prior to executing the same and was not placed on the recorded record inaccurately or improperly by an employee of the Recorder's Office or other persons, if relevant, is demanded at the trial of this action. It is further noted that the markings appearing on the face of Exhibit B and the Recorder's record of said Deed are not initialed or otherwise marked to indicate how, by whom, where or when such markings were made and strict proof of the same, if relevant, is demanded at the trial of this action. In the alternative and in any event, it is believed and therefore averred that such markings have no legal effect and that it is clear from a reading of the recorded deed that the Grantors did in fact convey the oil and gas underlying the Premises to Emily Boulton.

It is admitted that the "mining rights" described in the paragraph are contained in the Deed. It is denied that said language is relevant to the determination of ownership of the oil and gas underlying the Premises and strict proof of relevancy, if any, is demanded at the trial of this action.

(c) Admitted.

(d) Denied. On the contrary, the oil and gas could not pass by intestacy to Betty Hamilton for the reason that S.R. Hamilton and Anna M. Hamilton did not own the oil and gas at the time of their death. On the contrary, the oil and gas was owned by Defendants, as set forth in this answer, all of which is incorporated herein by reference and is also incorporated in all responses in this pleading, whether or not the same is so stated in each individual paragraph.

(e) Admitted.

(f) Admitted. Further, said Will constitutes evidence that Decedent, Betty Hamilton did not own and/or did not claim title to the Premises or it is reasonable to surmise that she would have likewise noted the same in her Will. Further, a Pennsylvania Inheritance Tax Return is filed in said Estate and the Premises are not listed by the Administrator as an asset, all of which provides further evidence that Ann Smith Thacik, Administrator and sole heir did not believe that she owned the Premises and did not claim ownership of said Premises.

(g) Admitted. Further, she was survived by another intestate heir, specifically, her son, Clyde Richard Bloom.

(h) Admitted in part and denied in part. It is admitted that the instrument constituting Exhibit F, a Gas Lease from Ann Thacik, to Mid-East Oil Company, was executed and delivered. It is denied that said instrument constituted a leasing or conveyance of oil and gas under the Premises for the reason that Lessors did not own the oil and gas underlying the Premises. On the contrary, Defendants are the owners of the oil and gas underlying the Premises, having inherited the same from their mother, Julia K. Boulton, who inherited the same from her husband, Harold Boulton, who inherited the same from his mother, Emily Boulton, the Grantee in the Deed attached to the Complaint as Exhibit B.

(i) Admitted in part and denied in part. It is admitted the document was executed, delivered and recorded per attached Exhibit G. It is denied that the insertion of a recital of title alleging ownership or the conveyance of a particular interest has legal significance. On the contrary, Defendants believe and therefore aver that said Deed was prepared by Plaintiff or its predecessors in title and said recital was inserted for the same self-serving reasons as set forth hereafter in Subparagraph J, all of which is incorporated herein by

reference. On the contrary, Defendants believe and therefore aver that neither Ann Thacik or George J. Thacik believed they owned or claimed to own the Premises prior to being approached by Mid-East Oil Company. In any event, Defendants are the present owners of the Premises for the reasons set forth in this answer.

(j) Further, said release references 145 acres of oil and gas rights and was executed, delivered and recorded on October 4, 2001 subsequent to the alleged sale of the oil and gas underlying the Premises by George J. Thacik by Deed dated May 25, 2000, Exhibit G. Further, Defendants believe and therefore aver that the said deed and release, Exhibits G and H, were prepared by employees and/or agents of Mid-East Oil Company or Plaintiff subsequent to Plaintiff and its predecessors securing a lease of the Premises dated February 12, 1998, Exhibit F, and contains language and recitals which the Plaintiff and/or its predecessors in title inserted in the document in an attempt to create the appearance or, color of title or in an attempt to enhance such title as it may have, if any. In any event, it is denied that these bootstrapping documents convey the oil and gas underlying the Premises for the reason that the oil and gas underlying the Premises are owned by the Defendants as set forth in this answer.

(k) Admitted in part and denied in part. The answer to Paragraph 2 above is incorporated herein by reference. It is denied that the lease attached as Exhibit A conveyed oil and gas to the Plaintiffs or their right to operate the oil and gas for the reason that Mid-East Oil Company did not own the oil and gas underlying the Premises for the reason set forth in this answer. Therefore, Mid-East Oil Company could not convey good title to the oil and gas to the Plaintiffs. On the contrary, Defendants are the present owners of the oil and gas underlying the Premises for the reasons set forth throughout this answer, all of which is incorporated herein by reference.

8. Denied as stated. It is admitted that the record could be construed as ambiguous if the markings referenced appeared on the original deed at the time the original deed was recorded and was placed on the deed by the Grantors prior to executing the same and having it notarized. There is no evidence of record that the Grantors did so. If they did not, the deed would not be ambiguous. In any event, the deed may still not be ambiguous since the markings are not initialed and therefore it is not evident when, where, how or by whom or for what purpose such markings were made and now appear. It is also a conclusion of law that the markings cause the deed to be ambiguous. To the extent the averments contained in this paragraph are conclusions of law, no response is required.

9. Admitted.

10. Admitted. Further, if the Court determines that the deed is not ambiguous or, in the alternative, did not contain said markings at the time it was executed or delivered for recording, or in the alternative, it was the intent of the Grantors to convey the oil and gas notwithstanding the markings, or in the alternative, that said markings are surplusage, as Defendants believe, ownership of the oil and gas underlying the Premises would be and is vested in the Defendants as averred in this answer.

11. (a) (b) (c) (d) (e) (f) All admitted.

12. Admitted.

13. Admitted. Further, there is no correlation between 46 and 50 acres of coal rights as pled and the Premises that are at issue in this case. Strict proof of the relevancy, if any, is demanded at the trial of this action.

14. Admitted.

15. Defendants are without knowledge sufficient to form a belief as to the source of title and whether or not it was the Commissioner's sale. On the contrary, Defendants believe and

therefore aver that the County of Clearfield could not, in any event, properly assess oil and gas and that any subsequent Commissioner's sale, regardless of the circumstances, did not and could not convey good and marketable title of the oil and gas. Further, Defendants doubt that a Treasurer or Commissioner's sale for an assessment of 46 and 50 acres of coal rights (no reference to oil and gas) could constitute a basis, absent other evidence, to assess or sell oil and gas. It is more likely that an assessment clerk erroneously believed oil and gas to be minerals and simply added it to the assessment without a legal basis.

16. Admitted in part and denied in part. It is admitted that said deed was executed and delivered. It is denied that said deed effectively or lawfully conveyed oil and gas from Harold Boulton to Don W. Eighmy and Robertina Eighmy. The County of Clearfield had no valid basis in law to assess oil and gas and was therefore without the power to convey oil and gas in any such treasurer's sale. As a result, said deed, as it relates to oil and gas, or the oil and gas underlying the Premises, it is a nullity. Accordingly, Defendants agree with Plaintiffs that Don W. Eighmy and Robertina Eighmy have no ownership interest in the oil and gas underlying the Premises.

17. Admitted.

18. Admitted.

19. Admitted. Further, to the best of Defendants' knowledge, information and belief, Betty Hamilton was an only child and only heir of S. R. Hamilton and Anna M. Hamilton.

20. Admitted.

21. Admitted. Provided however, the intent of the Grantors and the legal effect of the instrument must be determined from the instrument itself. Defendants believe and therefore aver that the instrument, as originally recorded, effectively and lawfully conveyed the oil and gas underlying the Premises to Emily V. Boulton and that the same is evident from an inspection of

said deed and under the circumstances and law of this case. On the contrary, Samuel R. Hamilton intended and did convey the oil and gas underlying the Premises by virtue of said deed.

22. This paragraph contains a statement of law to which no response of pleading is required.

23. This paragraph contains allegations of law to which no response of pleadings is required.

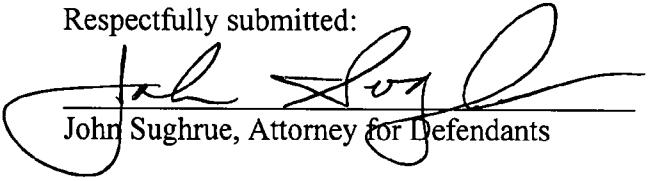
24. To the extent this paragraph constitutes the conclusions of law or statements of law, no responsive pleading is required. It is admitted that the records of the Recorder of Deeds properly exemplified, constitutes evidence that is admissible in actions at law. However, the weight of said evidence, interpretation of its content, its meaning and legal effect are for the trier of fact and the Court to determine. As admitted by Plaintiff, the deed is at best ambiguous, and at worst, the markings contained on said deed have no bearing on one's ability to read and understand the deed, and are without legal significance. On the contrary, the deed clearly conveys title to the oil and gas underlying the Premises to Emily v. Boulton, Defendant's predecessors in title for the reasons set forth in this answer.

25. Denied. On the contrary, the deed of Samuel R. Hamilton, et ux, Exhibit B to the Complaint, does convey ownership of the oil and gas underlying the Premises to Emily V. Boulton, her heirs, successors and assigns. On the contrary, Emily V. Boulton died seized of title to and ownership of the oil and gas underlying the Premises and devised the same by Will to her son, Harold J. Boulton. The said Harold J. Boulton was seized and vested of the Premises at the time of his death and by Will devised the same to his spouse, Julia K. Chase Boulton. The said Julia K. Chase Boulton was seized and vested of the same at the time of her death and by Will devised the same to her two children, Emily Chase Weaver and William C. Chase, Jr., Defendants

herein. As a result, Defendants are presently the owners of the oil and gas underlying the Premises.

WHEREFORE, Defendants, William C. Chase, Jr. and Emily Chase Weaver respectfully moves the Honorable Court to forthwith dismiss the Complaint with prejudice and to costs of this action to the Plaintiff.

Respectfully submitted:



John Sughrue, Attorney for Defendants

**VERIFICATION**

I, EMILY C. WEAVER, Defendant, verify that the statements made in the facts set forth in the foregoing Answer to Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

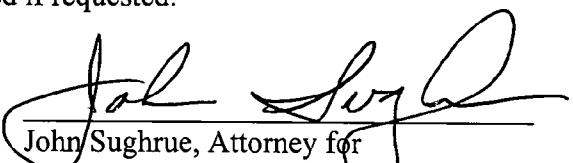
Date: March 5, 2004

  
\_\_\_\_\_  
Emily C. Weaver, Defendant

**VERIFICATION**

I, John Sughrue, Attorney for William C. Chase, Jr., state that I am acquainted with the facts set forth in the foregoing Answer to Complaint and that the same are true and correct to the best of my knowledge, information, and belief. I further state that this verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities and in furtherance of judicial expedience because the client is unavailable to execute a Verification in time to file this pleading and I am making this verification in order to expedite the pleading. A Verification executed by the Defendant will be filed if requested.

Date: March 5, 2004



John Sughrue, Attorney for  
William C. Chase, Jr., Defendant

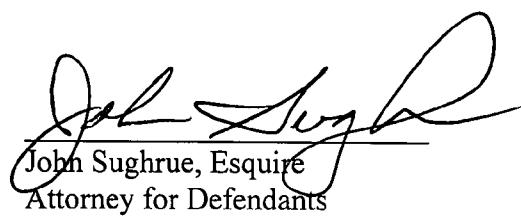
**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on March 5, 2004, I caused a true and correct copy of Defendants' Answer to Complaint, to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid  
Addressed as Follows:

Donald D. Saxton, Jr., Esq.  
119 South College Street  
Washington, PA 15301

Date: March 5, 2004



John Sughrue, Esquire  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENERVEST OLANTA, LLC

CIVIL DIVISION

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a/JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased, his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

Defendants.

NO. 02-1753-CD

**PETITION TO SUBSTITUTE PLAINTIFF**

Filed on behalf of : EnerVest Olanta, LLC  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald D. Saxton, Jr., Esquire  
Pa. I.D. No. 10035

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.  
8 East Pine Avenue  
Washington, PA 15301  
(724) 228-8115

**FILED**

NOV 14 2005

mf 3:00 (✓)

William A. Shaw  
Prothonotary

1 Court To Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
Plaintiff, )  
vs. ) No. 02-1753-CD  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )

**PETITION TO SUBSTITUTE PLAINTIFF**

Plaintiff, EnterVest Olanta, LLC, by its undersigned counsel, petitions this court for the substitution of Pinestone Resources, LLC, a Delaware limited liability company, for it as the plaintiff herein, and in support thereof respectfully represents:

1. Subsequent to the commencement of this action, plaintiff transferred all of its right, title and interest in the oil and gas lease dated May 1, 2001 recorded in the Office of Recorder of Deeds, Clearfield County, Pennsylvania, at Instrument No. 200116349 together with the oil and gas wells situate thereon to Pinestone Resources, LLC, a subsidiary of North Coast Energy, Inc., a Delaware corporation, by an instrument labeled Assignment, Conveyance and Bill of Sale recorded in the said Recorder's Office on September 2, 2005 as Instrument No. 200514073.
2. Pinestone Resources, LLC, a Delaware limited liability company, should be substituted as plaintiff in this action by reason of this transfer.
3. Pinestone Resources, LLC has authorized the undersigned counsel to represent it in this action.

WHEREFORE, petitioner respectfully requests that this Court substitute Pinestone Resources, LLC, a Delaware limited liability company, as plaintiff and amend the record to reflect this substitution.

Respectfully submitted,

**LAW OFFICES OF DONALD D. SAXTON, JR.**

By:

Donald D. Saxton, Jr.  
Attorney for Plaintiff

## **VERIFICATION**

I verify that the statements made in the foregoing Motion to Substitute Plaintiff are true and correct. I acknowledge that I am President Harold L. Hickey of Pinestone Resources, LLC and that as such President I am authorized to execute the foregoing for the purposes therein contained by signing the name of the limited liability company as Pinestone Resources LLC. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities. / 2

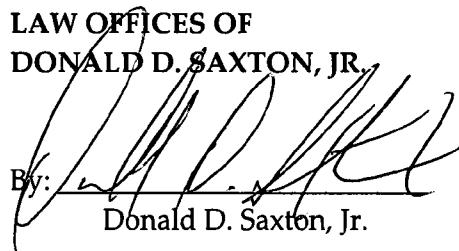
6.  
Harold F. Wiley  
Susan Goins  
Title: President

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing MOTION TO SUBSTITUTE PLAINTIFF was transmitted by first-class mail, postage prepaid, to the following counsel of record:

John Sughrue, Esquire  
23 North Second Street  
Clearfield, PA 16830

Date: November 9, 2005

LAW OFFICES OF  
DONALD D. SAXTON, JR.  
By:   
Donald D. Saxton, Jr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

ENER VEST OLANTA, LLC )  
 )  
 Plaintiff, )  
 )  
 vs. ) No. 02-1753-CD  
 )  
 EMILY V. BOULTON, deceased, her )  
 administrators, executors, heirs, successors)  
 and assigns; HAROLD J. BOULTON, )  
 deceased, his administrators, executors, )  
 heirs, successors and assigns; JULIA K. )  
 BOULTON, a/k/a/JULIA KERR CHASE )  
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 BOULTON, a/k/a JULIA K. CHASE, )  
 deceased, her administrators, )  
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 a/k/a S.R. HAMILTON, deceased, his )  
 administrators, executors, heirs, successors)  
 and assigns; ANNA M. HAMILTON, )  
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 heirs, successors and assigns; BETTY M. )  
 HAMILTON, a/k/a ELIZABETH M. )  
 HAMILTON, deceased, her administrators, )  
 executors, heirs, successors and assigns; )  
 DON W. EIGHMY, deceased, his )  
 administrators, Executors, heirs, successors)  
 and assigns; ROBERTINA EIGHMY; )  
 DOLLIE C. BECKMAN; and all other )  
 persons having or claiming to have any )  
 right, title or interest in the oil and gas )  
 estate hereinafter described. )  
 )  
 Defendants. )

FILED

NOV 15 2005  
O'FARRELL  
William A. Shaw (6R)  
Prothonotary/Clerk of Courts

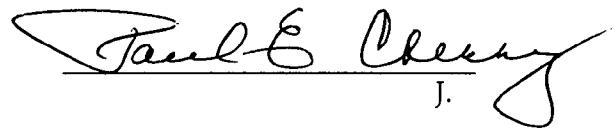
1 cent to 444

ORDER OF COURT

NOW, this the 15<sup>th</sup> day of November, 2005, upon consideration of  
the matters set forth in the foregoing Petition to Substitute counsel and there being no  
objection, it is hereby ORDERED and DECREED that Pinestone Resources, LLC, a Delaware

limited liability company, is substituted as Plaintiff in the foregoing action for EnterVest  
Olanta, LLC.

BY THE COURT:

  
Paul E. Cheeky  
Jr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PINESTONE RESOURCES, LLC,  
a Delaware limited liability company,

Plaintiff,

vs.

EMILY V. BOULTON, deceased, her administrators, executors, heirs, successors and assigns; HAROLD J. BOULTON, deceased, his administrators, executors, heirs, successors and assigns; JULIA K. BOULTON, a/k/a/JULIA KERR CHASE BOULTON, a/k/a JULIA K. CHASE BOULTON, a/k/a JULIA K. CHASE, deceased, her administrators, executors, heirs, successors and assigns; EMILY CHASE WEAVER; WILLIAM C. CHASE, JR.; SAMUEL R. HAMILTON, a/k/a S.R. HAMILTON, deceased, his administrators, executors, heirs, successors and assigns; ANNA M. HAMILTON, deceased, her Administrators, Executors, heirs, successors and assigns; BETTY M. HAMILTON, a/k/a ELIZABETH M. HAMILTON, deceased, her administrators, executors, heirs, successors and assigns; DON W. EIGHMY, deceased, his administrators, executors, heirs, successors and assigns; ROBERTINA EIGHMY; DOLLIE C. BECKMAN; and all other persons having or claiming to have any right, title or interest in the oil and gas estate hereinafter described.

Defendants.

CIVIL DIVISION

NO. 02-1753-CD

**CONSENT ORDER QUIETING  
TITLE TO OIL AND GAS**

Filed on behalf of: Pinestone Resources, LLC  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald D. Saxton, Jr., Esquire  
Pa. I.D. No. 10035

LAW OFFICES OF  
DONALD D. SAXTON, JR., P.C.  
8 East Pine Avenue  
Washington, PA 15301  
(724) 228-8115

FILED 3cc  
01/02/2006 Atty Saxton  
MAY 19 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

PINESTONE RESOURCES, LLC, )  
a Delaware limited liability company, )  
Plaintiff, )  
vs. ) No. 02-1753-CD  
EMILY V. BOULTON, deceased, her )  
administrators, executors, heirs, successors )  
and assigns; HAROLD J. BOULTON, )  
deceased, his administrators, executors, )  
heirs, successors and assigns; JULIA K. )  
BOULTON, a/k/a/JULIA KERR CHASE )  
BOULTON, a/k/a JULIA K. CHASE )  
BOULTON, a/k/a JULIA K. CHASE, )  
deceased, her administrators, )  
executors, heirs, successors and assigns; )  
EMILY CHASE WEAVER; WILLIAM C. )  
CHASE, JR.; SAMUEL R. HAMILTON, )  
a/k/a S.R. HAMILTON, deceased, his )  
administrators, executors, heirs, successors )  
and assigns; ANNA M. HAMILTON, )  
deceased, her administrators, executors, )  
heirs, successors and assigns; BETTY M. )  
HAMILTON, a/k/a ELIZABETH M. )  
HAMILTON, deceased, her administrators, )  
executors, heirs, successors and assigns; )  
DON W. EIGHMY, deceased, his )  
administrators, Executors, heirs, successors )  
and assigns; ROBERTINA EIGHMY; )  
DOLLIE C. BECKMAN; and all other )  
persons having or claiming to have any )  
right, title or interest in the oil and gas )  
estate hereinafter described. )  
Defendants. )

**CONSENT ORDER QUIETING TITLE TO OIL AND GAS**

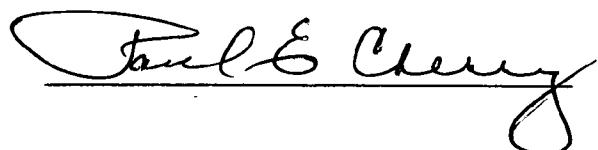
The plaintiff, Pinestone Resources, LLC (substitute plaintiff for EnerVest Olanta, LLC) and defendants, Emily Chase Weaver and William C. Chase, Jr., agree to the following Consent Order:

1. Defendants, Emily Chase Weaver and William C. Chase, Jr., are the sole surviving children of Julia K. Boulton, a/k/a Julia Kerr Chase Boulton, a/k/a Julia K. Chase Boulton, a/k/a Julia M Chase, who died testate June 2, 1995 and are the devisees of all of her estate pursuant to her Last Will and Testament dated August 31, 1974 admitted to probate by the Register of Wills, Clearfield County, Pennsylvania on June 6, 1995 at Will Book 86, page 228.
2. Defendants, Emily Chase Weaver and William C. Chase, Jr., hereby admit and agree that:
  - (i) The deed of Samuel R. Hamilton and Anna M. Hamilton, husband and wife, to Emily V. Boulton dated December 15, 1936 recorded in the Office of Recorder of Deeds, Clearfield County, Pennsylvania, in Deed Book 320, page 362, (Exhibit "B" to Plaintiff's Complaint) is an exemplification of the original deed entitled to the presumption of the validity of recorded instruments established by the law of Pennsylvania and that the said deed did not convey to Emily V. Boulton, her administrators, heirs, successors or assigns any interest Samuel R. Hamilton and Anna M. Hamilton, husband and wife, may have had in the oil and gas underlying and within the lands described therein.
  - (ii) Defendants, Emily Chase Weaver and William C. Chase, Jr., have no estate, right, title or interest in or to the said oil and gas estate or the royalty interest or working interest therein or any part thereof in law or equity.
  - (iii) Title to the said oil and gas as of December 15, 1936 is quieted in Samuel R. Hamilton and Anna M. Hamilton, their heirs, successors and assigns.

NOW THEREFORE, in recognition of the above admissions, it is hereby Adjudged and Decreed that title to all the oil and gas within and underlying all the three parcels of land aggregating a total of 145 acres described in the deed of Samuel R. Hamilton and Anna M. Hamilton, husband and wife, to Emily V. Boulton dated December 15, 1936 recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book

320, page 362, is quieted in Samuel R. Hamilton and Anna M. Hamilton, husband and wife, their heirs, successors and assigns against the defendants, Emily Chase Weaver and William C. Chase, Jr., and their heirs, successors and assigns as of December 15, 1936, subject only to the lease of said oil and gas dated May 1, 2001 by Mid-East Oil Company to EnerVest Olanta, LLC, predecessor to Pinestone Resources, LLC, the substitute plaintiff, against all claims of defendants, Emily Chase Weaver and William C. Chase, Jr., and all other persons claiming under them.

Dated: May 18, 2006



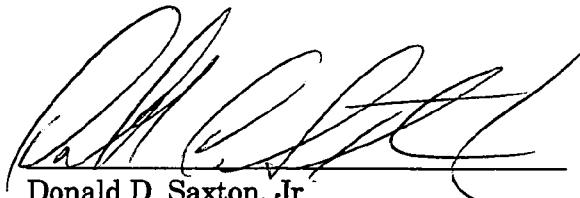
Consented to by:

Dated: 4/21/06



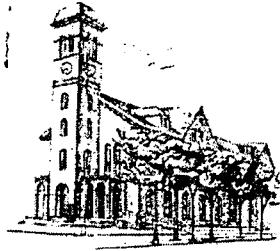
John Sughrue  
23 North Second Street  
Clearfield, PA 16830  
#1037  
Attorney for Defendants  
Emily Chase Weaver and William C.  
Chase, Jr.

Dated: 3/9/06



Donald D. Saxton, Jr.  
8 East Pine Avenue  
Washington, PA 15301

Attorney for Plaintiff  
Pinestone Resources, LLC



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 5/10/04

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

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

ENER VEST OLANTA, LLC,  
PINESTONE RESOURCES, LLC  
Plaintiffs

\* NO. 2002-1753-CD

vs.  
EMILY V. BOULTON, HAROLD J. BOULTON, JULIA K. BOULTON, \*  
EMILY CHASE WEAVER, WILLIAM C. CHASE, JR., \*  
SAMUEL R. HAMILTON, ANNA M. HAMILTON, \*  
BETTY HAMILTON, DON EIGHMY, ROBERTINA EIGHMY and \*  
DOLLIE BECKMAN, \*  
Defendants \*

O R D E R

NOW, this 28<sup>th</sup> day of February, 2013, upon the Court's review of the record, with the Court noting that on May 19, 2006 a Consent Order Quietting Title to Oil and Gas was filed by Attorney Donald D. Saxon, Jr., the Court considers this case to be settled. The Prothonotary shall code the case in Full Court as Z-SETTLA.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

'FILED 1CC Atlys:  
01/8/2013 D. Saxon  
2013 J. Sughrue  
William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
July 13  
William A. Shad  
Administrator of Courts