

03-1424-CD
P. JOSEPH VALIGORSKY II vs. KATRINA CHRISTIAN

Date: 04/26/2005

Clearfield County Court of Common Pleas

User: CROWLES

Time: 05:03 PM

ROA Report

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Case: 2003-01424-CD

Current Judge: Fredric Joseph Ammerman

P. Joseph Valigorsky II vs. Katrina Christian

Equity

Date		Judge
09/22/2003	✓ Filing: Civil Complaint (Equity) Paid by: Cherry, Toni M. (attorney for Valigorsky, P. Joseph II) Receipt number: 1866421 Dated: 09/22/2003 Amount: \$85.00 (Check) 4 CC to Atty. T. Cherry	No Judge
09/25/2003	✓ Proof Of Service, Compalint For Specific Performance upon Ms. Katrina Christian. filed by s/Llyn A. Hartzfield, Pennsylvania State Constable no cc	No Judge
10/13/2003	✓ Motion For Removal Of Counsel. filed by s/Anthony S. Guido, Esquire Certificate of Service 1 cc Atty Guido	No Judge
	✓ Preliminary Objections. filed by s/Anthony S. Guido, Esquire Certificate of Service no cc	No Judge
11/18/2003	✓ Answer To Motionn For Removal Of Counsel. filed by, s/Toni M. Cherry, Esquire Verification s/Paula M. Cherry Certificate of Service 2 cc Atty T. Cherry	John K. Reilly Jr.
12/30/2003	✓ ORDER, NOW, this 29th day of December, 2003, re: Motion for Removal of Counsel is DISMISSED. by the Court, s/JKR,JR.,P.J. 2 cc Atty T. Cherry, Guido	John K. Reilly Jr.
01/08/2004	✓ ORDER, AND NOW, this 8th day of January, 2004, re: Argument on Defendant's Preliminary Objections scheduled for Thursday, January 15, 2004, at 1:30 p.m. before the Honorable John K. Reilly, Sr. Judge, Specially Presiding in Courtroom #2. by the Court, s/FJA,P.J. 1 cc Atty T. Cherry, S. Bowers	John K. Reilly Jr.
01/16/2004	✓ ORDER, NOW, this 15th day of January, 2004, re: Objections shall be and are herby DISMISSED upon condition that Plaintiff amend his Complaint to include all relevant writings and documents pertaining to this action; and, further, that he discontinue his legal action filed to No. 02-45-CD, all within twenty (20) days from date hereof. by the Court, s/JKR,JR., Senior Judge, Specially Presiding 2 cc Atty T. Cherry, Guido	John K. Reilly Jr.
02/04/2004	✓ Amended Complaint For Specific Performance. filed by, s/Toni M. Cherry, Esquire Verification s/P. Joseph Valigorsky, II 2 cc Atty T. Cherry	John K. Reilly Jr.
02/09/2004	✓ Certificate of Service, Plaintiff's Amended Complaint for Specific Performance upon Anthony S. Guido, Esq. filed by, s/Toni M. Cherry, Esq. no cc	John K. Reilly Jr.
03/03/2004	✓ Answer, New Matter and Counterclaim. filed by, s/Anthony S. Guido, Esquire Verification s/Katrina Christian Certificate of Service 1 cc to Atty Guido	John K. Reilly Jr.
03/11/2004	✓ Notice of Service, Defendant's Request for Production of Documents upon P. Joseph Valigorsky, II. filed by, s/Anthony S. Guido, Esq. no cc	John K. Reilly Jr.
03/23/2004	✓ Preliminary Objections To Defendant's New Matter and Counterclaim. filed by, s/Toni M. Cherry, Esquire Certificate of Service 3 cc Atty T. Cherry	John K. Reilly Jr.
04/15/2004	✓ Motion To Compel Discovery. filed by, s/Anthony S. Guido, Esquire Certificate of Service 1 cc Atty Guido	John K. Reilly Jr.
04/20/2004	✓ Certificate of Service, Plaintiff's Answers to Defendant's Request for Production of Documents upon Anthony S. Guido, Esquire. filed by, s/Toni M. Cherry, Esquire no cc	John K. Reilly Jr.
05/04/2004	✓ Defendant's Motion To Dismiss Plaintiff's Objections To Defendant's Motion For Production Of Documents. filed by, s/Anthony S. Guido, Esquire no cc	John K. Reilly Jr.

Equity

Date		Judge
05/05/2004	ORDER, AND NOW, this 5th day of May, 2004, re: Argument on Plaintiff's Preliminary Objections to Defendant's New Matter and Counterclaim has been scheduled for Friday, July 16, 2004, at 10:30 a.m. before the Honorable John K. Reilly, Jr., S.J., Specially Presiding. by the Court, s/FJA, P.J. 1 cc Attys Guido, T. Cherry	John K. Reilly Jr.
	ORDER, AND NOW, this 5th day of May, 2004, re: Argument on Defendant's Motion to Compel has been scheduled for Friday, July 16, 2004, at 10:30 a.m., before the Honorable John K. Reilly, Jr., S.J., Specially Presiding. by the Court, s/FJA, P.J. 1 cc Attys T. Cherry, Guido	John K. Reilly Jr.
	ORDER, AND NOW, this 5th day of May, 2004, re: Argument on Defendant's Motion to Dismiss Plaintiff's Objections to Defendant's Motion for Production of Documents scheduled for Friday, July 16, 2004 at 10:30 a.m. before the Honorable John K. Reilly, Jr., S.J., Specially Presiding. by the Court, s/FJA, P.J. 1 cc Attys Guido, T. Cherry	John K. Reilly Jr.
06/08/2004	Transcript of Evidentiary Hearing Before The Honorable John K. Reilly, Jr., Monday December 29, 2003.	John K. Reilly Jr.
06/23/2004	Objections to Subpoena Pursuant to Pa R.C.P. 4009.21 c, filed by Atty. Cherry. 1 Cert. to Atty. Cherry.	John K. Reilly Jr.
	Objections to Subpoena pursuant to Pa R.C.P. 4009.c, filed by Atty. Cherry. 1 Cert. to Atty. Cherry.	John K. Reilly Jr.
07/02/2004	Order, AND NOW, this 2 day of July, 2004, Order that argument on Plaintiff's Objections to Subpoenas filed June 23, 2004, in the above matter has been scheduled for Friday, July 16, 2004, at 10:30 a.m. before the Honorable John K. Reilly, Jr., Senior Judge, Specially Presiding, in the Clearfield County Courthouse. Please report to the Court Administrator's Office. You will be directed from there where this argument will be heard. BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorney T. Cherry	John K. Reilly Jr.
07/21/2004	Order, NOW, this 16th day of July, 2004, following argument into Defendant's Motion for Production of Documents, it is the Order of this Court that Plaintiff shall supply Defendant the requested Discovery in full within no more than thirty (30) days from this date. BY THE COURT: /s/John K. Reilly, Jr., Sr. Judge, Specially Presiding Two CC Attorneys: T. Cherry, Guido	John K. Reilly Jr.
	Order, NOW, this 16th day of July, 2004, following argument into Plaintiff's Preliminary Objections to Defendant's New Matter and Counterclaim (See original for details). BY THE COURT: /s/John K. Reilly, Jr., Senior Judge, Specially Presiding Two CC Attys: T. Cherry, Guido	John K. Reilly Jr.
08/23/2004	Certificate of Service, filed by s/Atty. T. Cherry, Plaintiff's Amended Answers to Defendant's Request for Production of Documents sent to Anthony s. Guido, Esq, by first class mail, No CC.	John K. Reilly Jr.
08/27/2004	Motion for Protective Order to Stay Defendant's Deposition of Plaintiff, filed by s/Toni M. Cherry, Esq. Two CC Attorney T. Cherry	John K. Reilly Jr.
08/31/2004	Rule, AND NOW, this 31 day of August, 2004, Rule granted upon Defendant. Rule returnable the 13 day of September, 2004, in Courtroom No. 1 at 10:30 a.m. The deposition of Plaintiff scheduled for Thursday, September 2, 2004, is stayed. BY THE COURT: /s/John K. Reilly, Jr., Senior Judge Two CC Attorney T. Cherry	John K. Reilly Jr.

Date: 04/26/2005

Clearfield County Court of Common Pleas

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Time: 05:03 PM

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Case: 2003-01424-CD

Current Judge: Fredric Joseph Ammerman

P. Joseph Valigorsky llvs.Katrina Christian

Equity

Date		Judge
09/07/2004	✓ Defendant's Answer To Plaintiff's Motion For Protective Order To Stay Defendant's Deposition Of Plaintiff, filed on behalf of defendant, by s/Anthony S. Guido, Esq. Certificate of Service, Answer to Plaintiff's Motion To Stay Defendant's Deposition Of Plaintiff served upon Toni M. Cherry, Esq. No CC.	John K. Reilly Jr.
09/13/2004	✓ Certificate Prerequisite to Service of a Subpoena Pursuant to Pa.R.C.P. 4009.21, AND Certificate of Service upon Anthony Guido, Esquire filed on behalf of Plaintiff by s/Toni M. Cherry, Esq. 3CC Atty T. Cherry	John K. Reilly Jr.
	Order Of Court, NOW, this 13th day of September, 2004, upon consideration of plaintiff's motion for protective order to stay plaintiff's deposition, upon agreement of the parties, IT IS THE ORDER OF THIS COURT that said motion shall be and is hereby granted to the extent that defendant's deposition of plaintiff shall occur October 5, 2004, at 2:00 p.m. BY THE COURT: /s/ John K. Reilly, Jr. Senior Judge Specially Presiding. 2 CC Atty Guido, 2 CC Atty. T. Cherry.	John K. Reilly Jr.
09/24/2004	✓ Praecipe, Re: Defendant withdraws Counterclaim II of her Counterclaim without prejudice, filed by s/Anthony Guido No CC	John K. Reilly Jr.
10/08/2004	✓ Certificate of Compliance with Subpoena to Produce Documents of Things Pursuant to Rule 4009.23, filed by s/ Ervin S. Fennell, Jr., person served with subpoena. No CC.	John K. Reilly Jr.
	✓ Answer to Subpeona filed by Atty. Fennell. No cc.	John K. Reilly Jr.
10/13/2004	✓ Order, NOW, this 13th day of October, 2004, following argument and briefs into Plaintiff's Preliminary Objections to Defendant's Counterclaim II, it is the ORDER of this Court that said Objections be and are hereby sustained and Defendant's Counterclaim II shall be and is hereby dismissed, with prejudice. BY THE COURT,/s/ The Honorable John K. Reilly, Jr. Senior Judge, Specially Presiding. 1 CC Atty T. Cherry, 1 CC Atty Guido.	John K. Reilly Jr.
11/04/2004	✓ Plaintiff's Reply To New Matter and Counterclaim And New Matter to Counterclaim, filed by s/ Toni M. Cherry, Esq. 2 CC Atty T. Cherry	John K. Reilly Jr.
11/18/2004	✓ Reply to Plaintiff's New Matter to Defendant's Counterclaim, filed by Atty. Guido no cert. copies.	John K. Reilly Jr.
11/23/2004	Motion for Judgment on Pleadings, filed by s/Anthony S. Guido, Esq. Three CC Attorney Guido	John K. Reilly Jr.
12/07/2004	✓ Order of Court: AND NOW, this 6th day of December, 2004, upon consideration of the foregoing motion for Judgment on the Pleadings, IT IS HEREBY ORDERED AND DECREED that a Hearing on Defendant's Motion for Judgment on the Pleadings is scheduled for the 5th day of Jan. 2005 at 9:00 a.m. in Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 2CC to Atty Guido	Fredric Joseph Ammerman
01/03/2005	✓ Plaintiff's Answer To Motion For Judgment on the Pleadings, filed by s/ Toni M. Cherry, Esquire. 2CC to Atty	Fredric Joseph Ammerman
01/21/2005	✓ Motion To Strike Paragraphs 68, 70 and 72 And Exhibit "I" From Defendant's Reply to Plaintiff's New Matter to Defendant's Counterclaim, filed by s/ Toni M. Cherry, Esquire. 3CC Atty. T. Cherry	Fredric Joseph Ammerman

Date: 04/26/2005

Clearfield County Court of Common Pleas

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Case: 2003-01424-CD

Current Judge: Fredric Joseph Ammerman

P. Joseph Valigorsky II vs. Katrina Christian

Equity

Date		Judge
01/26/2005	 ORDER, filed. AND NOW, this 25th day of Jan. 2005, Plaintiff, P. Joseph Valigorsky, II, having filed a Motion to Strike Paragraphs 68,70 and 72 and Exhibit "I" From Defendant's Reply to Plaintiff's new Matter to Defendant's Counterclaim, an argument on said Motion is hereby scheduled for the 22nd day of Feb., 2005, at 3:00 p.m. in Courtroom no. 1. BY THE COURT: /s/ Fredric J. Ammerman, President Judge 3CC to Atty T. Cherry	Fredric Joseph Ammerman
01/28/2005	 Order, NOW, this 25th day of Jan., 2005, it is the Order of this Court that the said Motion be and is hereby dismissed, without prejudice to the Defendant to raise the issue of the statute of frauds in a Motion for Summary Judgment or at time of trial. BY THE COURT, /s/ Fredric J. Ammerman, President Judge. 1CC Attys: T. Cherry, Guido	Fredric Joseph Ammerman
04/19/2005	 Order, NOW, this 19th day of April, 2005, in consideration of the Plaintiff's Motion to Strike Paragraphs 68, 70, 72 and Exhibit "I" from Defendant's Reply to Plaintiff's New Matter to Defendant's Counterclaim, it is the ORDER of this Court that the said motion be and is hereby DISMISSED. BY THE COURT, /s/ Fredric J. Ammerman, President Judge. 1CC Attys: T. Cherry, Guido	Fredric Joseph Ammerman

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

P. JOSEPH VALIGORSKY, II,

Plaintiff

vs.

KATRINA CHRISTIAN

Defendant

: No. 03 - 1424 C.D.

:

: TYPE OF CASE: IN EQUITY

:

: TYPE OF PLEADING: COMPLAINT FOR
: SPECIFIC PERFORMANCE

:

: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff

:

: COUNSEL OF RECORD FOR THIS PARTY:

:

: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205

:

: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505

:

: (814) 371-5800

FILED

SEP 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

:
:
:
: No. 03 - _____ C.D.
:
: IN EQUITY
:

NOTICE

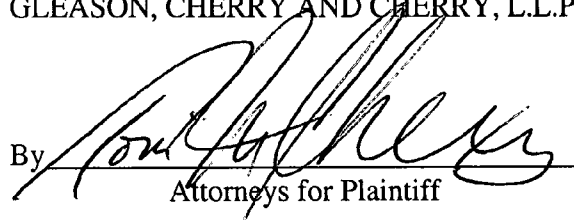
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 88-89

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

By


Attorneys for Plaintiff

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

P. JOSEPH VALIGORSKY, II, :
Plaintiff :
vs. : No. 03 - _____ C.D.
KATRINA CHRISTIAN, : IN EQUITY
Defendant :

COMPLAINT

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

1. Plaintiff, P. JOSEPH VALIGORSKY, II, is an adult individual who resides at 902 Chestnut Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, KATRINA CHRISTIAN, is an adult individual who resides at 865 Arlington Avenue West, St. Paul, Minnesota 55117-3311.
3. Defendant, KATRINA CHRISTIAN, was at all times mentioned herein an owner of an undivided 50% interest in and to the property described herein by deed of Alexander R. Van Tassel and Eleanor C. Van Tassel, husband and wife, to Alice H. Corle and Katrina Christian, dated January 13, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200001093, on January 24, 2000.

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

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

parcel; thence, North 80° 05' West along lands now or formerly of Jeffrey Rice, lands now or formerly of Gilbert and Joan Barker, and lands now or formerly of Jane Wegner a distance of 810.88 feet to a one inch iron pipe set by this survey, said iron pipe being the northwest corner of said lands of Jane Wegner and the northeast corner of lands now or formerly of Reuben and Virginia Salada; thence, North 89° 57' West along lands now or formerly of Reuben and Virginia Salada a distance of 785.49 feet to an existing iron pipe, said iron pipe being the southeast corner of lands now or formerly of Colson Blakeslee and the southwest corner of the herein described parcel; thence, North 10° 38' East along lands now or formerly of Colson Blakeslee a distance of 283.12 feet to an existing iron pipe; thence, North 09° 54' East along lands now or formerly of Colson Blakeslee a distance of 429.40 feet to an existing iron pipe; thence, North 10° 27' East along lands now or formerly of Colson Blakeslee a distance of 604.4 feet to an existing iron pipe; thence, North 10° 16' East along lands now or formerly of Colson Blakeslee a distance of 249.32 feet to an existing iron pipe, said iron pipe being the northeast corner of said lands of Blakeslee; thence, North 79° 13' West along lands now or formerly of Colson Blakeslee a distance of 110.70 feet to an existing iron pipe; thence, North 10° 47' East along lands now or formerly of U.S. Army Reserve Center a distance of 336.20 feet to a one inch iron pipe set by this survey, the point of beginning.

CONTAINING 70.25 acres.

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

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

6. That as a result of the subject premises being offered for sale, Plaintiff, P. JOSEPH VALIGORSKY, II, did contact the agent for Defendant, KATRINA CHRISTIAN, and ALICE

H. CORLE, and did make a written offer for the purchase of said premises for the price of \$63,000.00 with Plaintiff paying all costs of sale, on April 1, 2000.

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

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

9. That on April 16, 2000, the agent of KATRINA CHRISTIAN and ALICE H. CORLE did draw up duplicate copies of an agreement for the sale of said premises in accordance with the terms demanded by Defendant, KATRINA CHRISTIAN, and ALICE H. CORLE and did cause Plaintiff to sign both sets and did take from Plaintiff hand money in the sum of \$10,000.00.

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

11. That the duplicate copy of the Agreement of Sale dated April 16, 2000, and signed by Plaintiff was mailed to Defendant, KATRINA CHRISTIAN, at her address at 865 Arlington

Avenue West, St. Paul, MN 55117-3311, by the agent of Defendant CHRISTIAN, Medred Realty Associates, on or about April 16, 2000.

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

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

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

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

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

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

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

16. That thereafter, Defendant, KATRINA CHRISTIAN, through her agent, did advise Plaintiff that KATRINA CHRISTIAN had been approached by third parties, namely, JOEL W. THOMAS, SR., and SANDRA D. THOMAS, husband and wife, who told KATRINA CHRISTIAN that they had been promised three lots out of the 70.25 acre parcel that

KATRINA CHRISTIAN had agreed to sell to Plaintiff and that said promise had been made to them by the brother of KATRINA CHRISTIAN, who was the predecessor in title to ALICE H. CORLE and KATRINA CHRISTIAN.

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

18. That Defendant CHRISTIAN, through her agent, further advised Plaintiff that if he would agree to allow KATRINA CHRISTIAN and her sister, ALICE H. CORLE, to modify their agreement to remove the three lots from the land that was to be sold to Plaintiff, Defendant, KATRINA CHRISTIAN, would convey to Plaintiff the additional 5.3 acre parcel of ground that she owned and which was described as Map. No. 7.2-13-3848, all for the same consideration and for the same terms as had been agreed to in the deal that had been made on or about April 16, 2000, for the sale of the entire 70.25 acres.

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

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

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

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

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

24. That Defendant, KATRINA CHRISTIAN, did advise Plaintiff, through her agent, that she had signed the second agreement dated July 7, 2000, that had been amended to reflect the proposal of KATRINA CHRISTIAN but that she wanted to come back to the property and

walk her dogs thereon one more time and would bring the signed agreement back with her when she came to DuBois.

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

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

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

28. That a deed conveying all of the interest of ALICE H. CORLE in and to the entire 70.25 acre parcel to Plaintiff was executed by ALICE H. CORLE on October 4, 2000, and

recorded in the Offices of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015304 on October 12, 2000.

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

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

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

32. That in furtherance of his obligations under the Agreement, Plaintiff has executed a deed conveying all of his interest in Lots 2, 4 and 82 of the Meadowbrook Estates Subdivision to the said JOEL W. THOMAS, SR., and SANDRA D. THOMAS.

33. At all times since the date of the Amended Agreement of Sale, to wit, July 7, 2000, Plaintiff has performed all conditions precedent to performance by Defendant, KATRINA CHRISTIAN, and has been and still is ready and willing to pay the balance of the whole of the

purchase price owing to KATRINA CHRISTIAN under the terms of said Agreement upon her compliance with the terms of the Amended Agreement of Sale and her issuance of a deed to him for all her interest in the balance of the 70.25 acres and the entire 5.3 acre parcel.

WHEREFORE, Plaintiff prays:

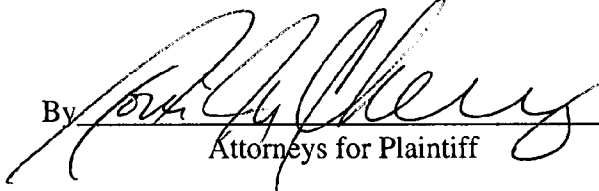
(a) that Defendant, KATRINA CHRISTIAN, be enjoined, preliminarily until final hearing and permanently thereafter, from mortgaging or encumbering her interest in the remainder of the 70.25 acres and the 5.3 acres in any way, and from selling or conveying the same or any part thereof to any person other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

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

(c) such other general relief as may be just and proper, including, but not limited to, an award of attorney's fees and costs.

Respectfully submitted,

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

By 
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

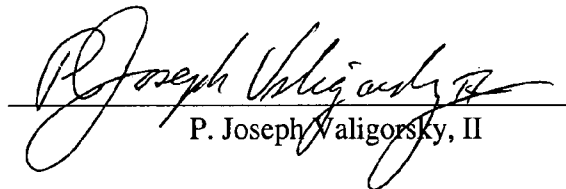
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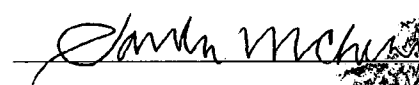
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COUNTY OF CLEARFIELD

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


P. Joseph Valigorsky, II

Sworn to and subscribed before me this 22nd day of September, 2003.


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



AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-SB Residential

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

AGENT FOR SELLER

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

PA. LICENSED BROKER

SUBAGENT FOR SELLER

PA. LICENSED BROKER

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

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

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

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

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

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

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

Zoning Classification _____

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

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

Dollars

which shall be paid to Seller by Buyer as follows:

(B) Cash or check at signing this Agreement: \$10,000.
(C) Cash or check to be paid on or before: \$
(D) \$65,000.
(E) Cash, cashier's or certified check at time of settlement: \$75,000.

TOTAL \$75,000.

(F) Written approval of Seller to be on or before: April 24 2000

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

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

(I) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here _____
Transfer tax and commission to be paid by buyer

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

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

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

Also included: _____

(B) EXCLUDED fixtures and items: _____

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

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

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

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

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

☐ Addendum "A" (PAR Form A-6)

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

☐ Sale & Settlement of Other Property
Contingency Addendum (PAR Form 130-6)

☐ Sale & Settlement of Other Property with Right to
Continue Marketing Contingency Addendum
(PAR Form 131-6)

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

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

☐ Zoning Approval Addendum (PAR Form ZA-6)

☒ Any and all mineral rights held
by the sellers shall convey with
property.

Exhibit "A"

6. NOTICES AND ASSESSMENTS (7-96)

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

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

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

8. DEPOSIT AND RECOVERY FUND (4-93)

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

9. POSSESSION (7-96)

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

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

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

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

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

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

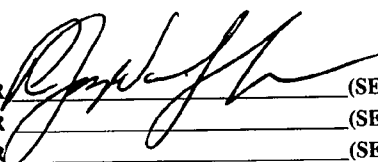
- (A) Fail to make any additional payments as specified in paragraph 3, or
- (B) Furnish false or incomplete information to the Seller, Agent for Seller or the mortgage lender, concerning the Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which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

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

15. REPRESENTATIONS (4-94)

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

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

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

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

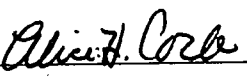
WITNESS _____ SELLER  (SEAL) DATE 4/26/00
WITNESS _____ SELLER _____ (SEAL) DATE _____
WITNESS _____ SELLER _____ (SEAL) DATE _____

Exhibit "A"

VACANT LAND SALE ADDENDUM TO AGREEMENT OF SALE

VL-6 1996

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

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

2 SELLER: Katrina Christian and Alice Corle

3 BUYER: Joseph P. Valigorsky

4 DATE OF AGREEMENT: April 16, 2000

1. FINANCING CONTINGENCY

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

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

9 (A) Financing terms required by Buyer.

Amount of loan \$ _____, Term _____ years

Type _____

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

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

(C) 1. Buyer will, upon receipt of a financing commitment, promptly provide a copy to Seller, Agent and/or Subagent, if any.
2. Financing commitment date _____ 19____. If a written commitment is not received by the above date, Buyer agrees to extend the commitment date until Seller terminates this Agreement in writing.

3. Should the financing commitment:

- (a) not be valid until the date of settlement, or
- (b) be conditioned upon the sale and settlement of any other property, or
- (c) contain any other condition not specified in this Agreement,

Seller has the option to terminate this Agreement in writing.

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

- (a) the financing commitment is not obtained by or valid until the date of settlement, or
- (b) the financing commitment is conditioned upon the sale and settlement of any other property which do not occur by the date of settlement, or
- (c) the financing commitment contains any other condition not specified in this Agreement which Buyer is unable to satisfy by the date of settlement,

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

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

2. STATUS OF WATER

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

☐ Public Water	☐ Connected	☐ Not Connected
☐ On-site Water	☐ Connected	☐ Not Connected
☐ Community Water	☐ Connected	☐ Not Connected
☒ None		

(B) ON-SITE WATER SERVICE INSPECTION CONTINGENCY

☐ NOT APPLICABLE.

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

☐ ELECTED.

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

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

- a. Upgrade the water service to the minimum acceptable levels, before settlement, OR
- b. Not upgrade the water service.

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

- a. Accept the Property and the water service and, if required by the lender or any governmental authority, upgrade the water service at Buyer's sole expense prior to settlement or within the time required by the lender or any governmental authority, and agree to the RELEASE set forth in paragraph 9 of this addendum, OR
- b. Terminate this Agreement, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

Buyer Initials: BA

Page 1 of 4

Seller Initials: A.H. Corle

(C) ON-SITE WATER SERVICE APPROVAL CONTINGENCY

- ☐ NOT APPLICABLE.
- ☐ WAIVED. Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval for the installation of a well. BUYER WAIVES THIS RIGHT AND agrees to the RELEASE as set forth in paragraph 9 of this addendum.
- ☐ ELECTED. This sale is contingent upon Buyer obtaining, within _____ days of the execution of this Agreement, municipal approval for the installation of a well. Buyer shall pay all costs associated with the application for approval, including but not limited to, any municipal fees and test expenses. In the event Buyer is unable to secure approval for well installation, Buyer will either:
- A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR
- B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

3. STATUS OF SEWER

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

CHECK ONLY IF APPLICABLE:

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

CHECK ONLY IF APPLICABLE:

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

CHECK ONLY IF APPLICABLE:

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

ANNUAL COST OF MAINTAINING HOLDING TANK:

YEAR COMMENCING:

COST:

CHECK ONLY IF APPLICABLE:

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

CHECK ONLY IF APPLICABLE:

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

(B) PUBLIC SYSTEM CONTINGENCY

- ☐ NOT APPLICABLE.
- ☒ WAIVED. Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval for the connection of the Property to municipal sewer lines. BUYER WAIVES THIS RIGHT and agrees to the RELEASE as set forth in paragraph 9 of this addendum.
- ☐ ELECTED. This sale is contingent upon Buyer obtaining, within _____ days of the execution of this Agreement, municipal approval for the connection of the Property to municipal sewer lines. Buyer shall pay all costs associated with the application for approval, including but not limited to, any municipal fees and test expenses. In the event Buyer is unable to secure approval for sewer connection, Buyer will either:
- A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR
- B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

(C) PRIVATE SYSTEM CONTINGENCY

- ☐ NOT APPLICABLE.
- ☐ WAIVED. Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval for the installation of an individual sewage system. BUYER WAIVES THIS RIGHT AND agrees to the RELEASE as set forth in paragraph 9 of this addendum.
- ☐ ELECTED. This sale is contingent upon Buyer obtaining, within _____ days of the execution of this Agreement, municipal approval for the installation of an individual sewage system. Buyer shall pay all costs associated with the application for approval, including but not limited to, any fees and percolation test expenses. In the event Buyer is unable to secure approval for an individual sewage system, Buyer will either:
- A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR
- B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

Buyer Initials:

Page 2 of 4

Seller Initials:

Exhibit "A"

157 4. ZONING APPROVAL CONTINGENCY 160

160 ☐ NOT APPLICABLE. 161

161 ☐ WAIVED. Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval 162

162 for the intended use of the Property. BUYER WAIVES THIS RIGHT AND agrees to the RELEASE as set forth in para- 163

163 graph 9 of this addendum. 164

164 ☐ ELECTED. 165

165 (A) This sale is contingent on Buyer receiving zoning approval, or variance, or special exception from _____ 166

166 _____ (municipality) to use the Property as a _____ (proposed use). 167

167 _____ (proposed use). 168

168 (B) Application for the approval (or variance/special exception) shall be made within _____ days of the execution of 169

169 this Agreement of Sale. Buyer will pay for applications, legal representation, and any other costs associated with obtaining 170

170 approval. 171

171 (C) If the municipality requires the application to be signed by the current owner, Seller agrees to do so. 172

172 (D) If approval is not obtained by _____, this Agreement of Sale will be NULL and VOID, in which case all 173

173 deposit monies paid on account will be promptly returned to Buyer. 174

174 175

175 5. PROPERTY CONDITION 176

176 (A) Seller represents that Seller has no knowledge of whether: 177

177 1. The Property has been contaminated by any substance in any manner which requires remediation; 178

178 2. The Property contains any wetlands, flood plains, or any other environmentally sensitive areas, development of which is 179

179 limited or precluded by law; 180

180 3. The Property contains asbestos or polychlorinated byphenyls or any other substance, the removal or disposal of which 181

181 is subject to any law or regulation; 182

182 4. Any law has been violated in the handling or disposing of any material waste or the discharge of any material into the 183

183 soil, air, surface water, or ground water. 184

184 5. The Property contains underground fuel or liquid storage tanks. 185

185 EXCEPTION: _____ 186

186 _____ 187

187 (B) Seller and Buyer acknowledge that Broker: 188

188 1. Is a licensed real estate broker; 189

189 2. Is not an expert in construction, engineering, or environmental matters; and 190

190 3. Has not made and shall not make any representations or warranties nor conduct investigations of the environmental con- 191

191 dition or suitability of the Property, or any adjacent property, including whether: 192

192 a. The Property has been contaminated by any substance in any manner that requires remediation; 193

193 b. The Property contains wetlands, flood plains, or any other environmentally sensitive areas, the development of 194

194 which is limited or precluded by law; 195

195 c. The Property contains asbestos or polychlorinated biphenyls or any other substance, the removal or disposal of 196

196 which is subject to any law or regulation; 197

197 d. Any law has been violated in the handling or disposing of any material waste or the discharge of any material into 198

198 the soil, air, surface water, or ground water; 199

199 e. The Property contains underground fuel or liquid storage tanks. 200

200 (C) ENVIRONMENTAL AUDIT/INSPECTION CONTINGENCY 201

201 ☒ NOT APPLICABLE. 202

202 ☒ WAIVED. Buyer understands that Buyer has the right to request audits and inspections of the Property. BUYER WAIVES 203

203 THIS RIGHT and agrees to the RELEASE set forth in paragraph 9 of this addendum. Buyer reserves the right to make a pre- 204

204 settlement inspection of the Property. 205

205 ☐ ELECTED. Within _____ days of the execution of this Agreement, Buyer has the right, at Buyer's expense, to have 206

206 the following audits or inspections completed by a licensed or otherwise qualified professional: (check the inspections that 207

207 Buyer will order) 208

208 ☐ Environmental Hazards (e.g., asbestos, lead, heavy metals, polychlorinated biphenyls, etc.) 209

209 ☐ Underground Storage Tanks 210

210 ☐ Flood Plain Verification 211

211 ☐ Wetlands Verification 212

212 ☐ Specific Property Inspection limited to _____ 213

213 _____ 214

214 If Buyer is not satisfied with any condition as stated in any written report Buyer receives pursuant to the audits or inspections 215

215 obtained under this provision, Buyer will, within the time allotted for obtaining such audits or inspections: 216

216 1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 9 of 217

217 this Addendum, OR 218

218 2. Terminate the Agreement of Sale in writing to Seller or Agent for Seller, in which case all deposit monies paid on account 219

219 will be promptly returned to Buyer and this Agreement of Sale will be NULL and VOID. Buyer's FAILURE TO 220

220 TERMINATE THIS AGREEMENT IN WRITING within the allotted time constitutes a WAIVER of this contingency, 221

221 and all other provisions of this Agreement of Sale will remain in full force and effect. In such case, Buyer agrees to the 222

222 RELEASE as set forth in paragraph 9 of this Addendum. 223

223 224

224 6. FARMLAND AND FOREST LAND ASSESSMENT ACT (CLEAN AND GREEN) 225

225 ☐ NOT APPLICABLE. No portion of this Property is preferentially assessed for tax purposes under the provisions of the Penn- 226

226 sylvania Farmland and Forest Land Assessment Act of 1974, also known as the Clean and Green Program. 227

227 ☐ APPLICABLE. The Property, or a portion of it, is preferentially assessed for tax purposes under the provisions of the 228

228 Pennsylvania Farmland and Forest Land Assessment Act of 1974, also known as the Clean and Green Program. 229

229 A. Seller will submit notice of this sale and any proposed changes in the use of Seller's remaining enrolled property to the 230

230 county assessor 30 days before the transfer of title to Buyer. 231

231 B. Buyer will submit notice of any proposed changes Buyer intends to make in the use of the Property Buyer is purchasing 232

232 under this Agreement of Sale to the county assessor 30 days prior to undertaking such change. 233

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240 Buyer Initials: BP Page 3 of 4 Seller Initials: AHC

Exhibit "A"

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

7. COAL NOTICE

- ☐ NOT APPLICABLE.
- ☐ APPLICABLE.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 684.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

8. MEDIATION

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

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

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

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

WITNESS	BUYER	DATE
WITNESS	BUYER	DATE
WITNESS	BUYER	DATE
WITNESS	SELLER	DATE
WITNESS	SELLER	DATE
WITNESS	SELLER	DATE

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

AGENT	AGENT
BY	BY
DATE	DATE

AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-SB Residential

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

AGENT FOR SELLER

SUBAGENT FOR SELLER

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

PA. LICENSED BROKER

1. This Agreement

dated July 7 2000

Katrina Christian and Alice Corle

865 Arlington Ave

1505 After St.

(Address St Paul Mn. 55117-3311

Waddell Gardens Beuford, SC

Zip Code 29902

) called Seller, and

Joseph P. Valigorsky

(Address 902 Chestnut Avenue

DuBois, Pa. 15801

Zip Code

) called Buyer.

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

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:

70 Acres as per survey vacant Land Major portion in Sandy Twp. (portion

in DuBois) 128-004-10 in the Township

of Sandy

County of Clearfield

in the Commonwealth of Pennsylvania, Zip Code 15801

Identification (Tax ID#; Parcel #; Deed Book, Page, Recording Date)

Jan 24, 2000 128-004-10

Zoning Classification

Instrument Number 20001093

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

3. TERMS (7-96) (A) Purchase Price

Seventy Five Thousand

Dollars

which shall be paid to Seller by Buyer as follows:

(B) Cash or check at signing this Agreement:

\$10,000

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

\$

(D)

\$

(E) Cash, cashier's or certified check at time of settlement:

\$65,000.

TOTAL \$75,000

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

7/28

2000

(G) Settlement to be made on or before:

8/28

2000

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

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

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

4. FIXTURES AND PERSONAL PROPERTY (7-96)

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

Also included:

(B) EXCLUDED fixtures and items:

5. SPECIAL CLAUSES (7-96)

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

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

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

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

☐ Addendum "A" (PAR Form A-6)

☐ Sale of Tenant-Occupied Property Addendum

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

(PAR Form TOB-6)

☐ Sale & Settlement of Other Property

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

☐ Contingency Addendum (PAR Form 130-6)

☐ Zoning Approval Addendum (PAR Form ZA-6)

☐ Sale & Settlement of Other Property with Right to

☐ Vacant land addendum included

Continue Marketing Contingency Addendum

☐ Land exchange addendum

(PAR Form 131-6)

Exhibit "B"

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7. TITLE, SURVEYS, AND COSTS (7-96)
(A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER, the following: existing building restrictions, ordinances, easements of roads, easements visible upon the ground, privileges or rights of public service companies, if any; otherwise the title to the above described real estate shall be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.
(B) In the event the Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company, subject to aforesaid, Buyer shall have the option of taking such title as the Seller can give without abatement of price or of being repaid all monies paid by Buyer to Seller on account of the purchase price and the Seller will reimburse the Buyer for any costs incurred by Buyer or those items specified in paragraph 7(D) and in paragraph 7(E) items (1), (2), (3); and in the latter event there shall be no further liability or obligation on either of the parties hereto and this Agreement shall become NULL AND VOID and all copies will be returned to Agent for Seller for cancellation.
(C) Formal tender of an executed deed and purchase money is hereby waived.
(D) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the Property (or the correction thereof) shall be secured and paid for by the Seller. However, any survey or surveys desired by the Buyer or required by the mortgage lender shall be secured and paid for by the Buyer.
(E) Buyer will pay for the following: (1) the premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's normal settlement costs and accruals.

8. DEPOSIT AND RECOVERY FUND (4-93)
(A) Deposits paid by Buyer within 30 days of settlement shall be by cashier's or certified check. Deposits, regardless of the form of payment and the person designated as payee, shall be paid to Agent for Seller who shall retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Agent for Seller may, at his or her sole option, hold any uncashed check tendered as a deposit, pending the acceptance of this offer. In the event of litigation for the return of deposit monies, Agent for Seller will distribute the monies pursuant to a final order of court or the written agreement of the parties. Buyer and Seller agree that, in the event any Agent and/or Subagent herein is joined in litigation for the return of deposit monies, the Agent's and/or Subagent's attorneys fees and costs will be paid by the party joining the Agent or Subagent.
(B) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee, owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

9. POSSESSION (7-96)
(A) Possession is to be delivered by deed, keys and physical possession to a vacant building (if any) broom clean, free of debris at day and time of settlement, or by deed and assignment of existing lease(s), together with any security deposits and interest, at time of settlement if Property is tenant occupied at the execution of this Agreement, or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of signing of this Agreement of Sale, if Property is tenant occupied.
(B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without expressed written consent of the Buyer.

10. MAINTENANCE AND RISK OF LOSS (7-96)
(A) Seller shall maintain the Property, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.
(B) Buyer reserves the right to make a pre-settlement inspection of the Property.
(C) Seller shall bear risk of loss from fire or other casualties until time of settlement. In the event of damage to any property included in this sale by fire or other casualties, not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and receiving all monies paid on account of or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this property as of the time of the execution of this Agreement.

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

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

13. DEFAULT-TIME OF THE ESSENCE (1-79) The said time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement. Should Buyer:
(A) Fail to make any additional payments as specified in paragraph 3, or
(B) Furnish false or incomplete information to the Seller, Agent for Seller or the mortgage lender, concerning the Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment, or
(C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement, then in such case, all deposit monies and other sums paid by the Buyer on account of the purchase, whether required by this Agreement or not, may be retained by the Seller: (1) On account of the purchase, or (2) As monies to be applied to Seller's damages, or (3) As liquidated damages for such breach, as Seller may elect, and in the event that Seller elects to retain the monies as liquidated damages in accordance with paragraph 13(3), Seller shall be released from all liability or obligations and this Agreement shall be NULL AND VOID and all copies will be returned to Agent for Seller for cancellation.

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

15. REPRESENTATIONS (4-94)
(A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Agents or their employees are not a part of this Agreement, unless expressly incorporated or stated in this Agreement.
(B) It is understood that Buyer has inspected the Property (including fixtures and any personal property specifically scheduled herein), or hereby waives the right to do so, and has agreed to purchase it in its present condition. Buyer acknowledges that the Agents have not made an independent examination or determination of the structural soundness of the Property; the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
(C) It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions; oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement shall not be altered, amended, changed, or modified except in writing executed by the parties.

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

WITNESS _____ BUYER _____ (SEAL) DATE 7-26-00
WITNESS _____ BUYER _____ (SEAL) DATE _____
WITNESS _____ BUYER _____ (SEAL) DATE _____
Seller hereby approves the above contract this _____ day of _____ A.D. 19 _____
WITNESS _____ SELLER _____ (SEAL) DATE 7-26-00
WITNESS _____ SELLER _____ (SEAL) DATE _____
WITNESS _____ SELLER _____ (SEAL) DATE _____

Exhibit "B"

1 PROPERTY: 70 Acres Instrument No. 20001093

2 SELLER: Katrine Christian and Alice Corlé

3 BUYER: Joseph P. Valigorsky

4 DATE OF AGREEMENT: July 7 2000

5
6 1. FINANCING CONTINGENCY

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

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

9 (A) Financing terms required by Buyer.

10 Amount of loan \$ _____, Term _____ years

11 Type _____

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

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

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

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

23 3. Should the financing commitment:

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

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

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

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

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

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

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

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

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

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

41
42 2. STATUS OF WATER

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

44 ☐ Public Water

45 ☐ On-site Water

46 ☐ Community Water

47 ☒ None

48 ☐ _____

49 ☐ Connected

50 ☐ Connected

51 ☐ Connected

52 ☐ Not Connected

53 ☐ Not Connected

54 ☐ Not Connected

55 (B) ON-SITE WATER SERVICE INSPECTION CONTINGENCY

56 ☐ NOT APPLICABLE.

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

59 ☐ ELECTED.

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

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

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

69 b. Not upgrade the water service.

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

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

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

76 Buyer Initials: JPV

Page 1 of 4

Seller Initials: AC

Exhibit "B"

(C) ON-SITE WATER SERVICE APPROVAL CONTINGENCY

☐ NOT APPLICABLE.

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

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

- A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR
- B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

3. STATUS OF SEWER

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

CHECK ONLY IF APPLICABLE:

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

CHECK ONLY IF APPLICABLE:

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

CHECK ONLY IF APPLICABLE:

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

ANNUAL COST OF MAINTAINING HOLDING TANK:

YEAR COMMENCING:

COST:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CHECK ONLY IF APPLICABLE:

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

CHECK ONLY IF APPLICABLE:

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

(B) PUBLIC SYSTEM CONTINGENCY

☐ NOT APPLICABLE.

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

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

- A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR
- B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

(C) PRIVATE SYSTEM CONTINGENCY

☐ NOT APPLICABLE.

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

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

- A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR
- B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

Buyer Initials:

M

Seller Initials:

AC

☐ NOT APPLICABLE.

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

11 ELECTED.

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

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

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

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

5. PROPERTY CONDITION

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

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

EXCEPTION:

(B) Seller and Buyer acknowledge that Broker:

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

(C) ENVIRONMENTAL AUDIT/INSPECTION CONTINGENCY

[] NOT APPLICABLE.

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

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

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

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

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

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

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

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

- A. Seller will submit notice of this sale and any proposed changes in the use of Seller's remaining enrolled property to the county assessor 30 days before the transfer of title to Buyer.
- B. Buyer will submit notice of any proposed changes Buyer intends to make in the use of the Property Buyer is purchasing under this Agreement of Sale to the county assessor 30 days prior to undertaking such change.

Buyer Initials:

Seller Initials:

Exhibit "B"

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

7. COAL NOTICE

- ☐ NOT APPLICABLE.
- ☒ APPLICABLE.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 684.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

8. MEDIATION

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

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

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

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

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

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

AGENT	AGENT
BY	BY
DATE	DATE

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

Form 102-6M

RE: PROPERTY 70 Acres Instrument NO 20001093
 SELLER: Katrina Christian and Alice Corle
 BUYER: Joseph P. Valigorsky
 DATE OF AGREEMENT July 7 2000 19

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

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

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

P Pennsylvania Association of REALTORS®
 REALTOR® The Value for Real Estate® in Pennsylvania

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1993
 COPIES: WHITE-SELLER; YELLOW-AGENT; PINK-BUYER; BLUE-MORTGAGEE;
 GOLD- : GREEN-BUYER'S AT TIME OF SIGNING 7/93

Exhibit "B"

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

September 6, 2000

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

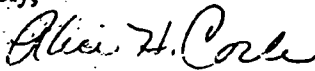
Dear Mr. Fennell,

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

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

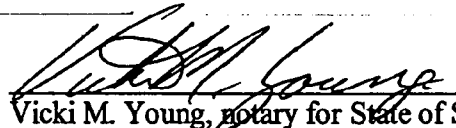
All transactions for the enclosed Deed are **VOID** after September 30, 2000.

Sincerely,



Alice H. Corle

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



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

Exhibit "C"

FILED

SEP 22 2003

4cc
Atty T. Cherry

William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 85.00

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

: No. 03 - 1424 C.D.
:
: TYPE OF CASE: IN EQUITY
:
: TYPE OF PLEADING: PROOF OF
: SERVICE
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS PARTY:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
:
: (814) 371-5800

FILED

SEP 25 2003

William A. Shaw
Prothonotary/Clerk of Courts

PROOF OF SERVICE

To whom it may concern:

Now be it known that I, Llyn A. Hartzfeld, one of the Constables within the
Commonwealth of Pennsylvania, being duly sworn according to law, does hereby depose
and say that on the 23rd. day of September 2003 the original
Complaint for Specific Performance

was served upon (name) Ms. Katrina Christian

address 15 Wilson Ave. DuBois, PA 15801

time 3:25 P M

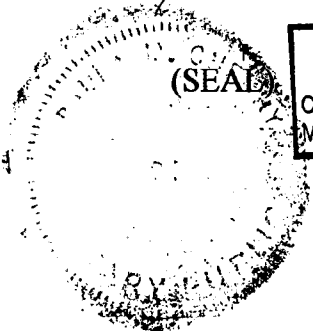
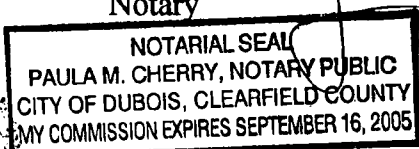
manner of service: Hand Delivered

Llyn A. Hartzfeld
Pennsylvania State Constable

Sworn to and subscribed before me on this the

24th Day of September 20 03

Paula M. Cherry
Notary



FILED

012:35 PM
SEP 25 2003

William A. Shaw
Prothonotary/Clerk of Courts

10
cc
KLL

CA

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

No. 03-1424 C.D.

Type of Case:
Equity

Type of Pleading:

**MOTION FOR REMOVAL
OF COUNSEL**

Filed on behalf of:

Katrina Christian

Counsel of Record for this
Party:

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

FILED

OCT 13 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

No. 03-1424 C.D.

MOTION FOR REMOVAL OF COUNSEL

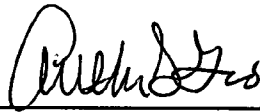
AND NOW, comes the Defendant, KATRINA CHRISTIAN, by and through her attorney, ANTHONY S. GUIDO of the Law Firm of Hanak, Guido and Taladay, and hereby files this Motion to remove the firm of Gleason, Cherry and Cherry as counsel for the Plaintiff, P. Joseph Valigorsky, II, for the following reasons:

1. Initially, the Plaintiff, P. Joseph Valigorsky, II, had filed an action in partition seeking to partition the property which is the subject of this litigation.
2. The Defendant, Katrina Christian, filed an Answer to said Complaint in Partition agreeing that the subject property should be partitioned.
3. Thereafter, the Plaintiff, through his counsel, Gleason, Cherry and Cherry, filed a Motion to Amend the Complaint in Partition to convert said action to a claim for specific performance.
4. The claim for specific performance is based on an alleged oral agreement between Katrina Christian as seller and Plaintiff, P. Joseph Valigorsky, II, as buyer, which agreement Katrina Christian denies.

5. In said action for partition or as amended for specific performance filed to No. 02-45 C.D. Equity, Defendant filed a Petition for Removal of the firm of Gleason, Cherry and Cherry, L.L.P. as counsel for the Plaintiff, P. Joseph Valigorsky, II. A copy of said Petition for Removal of Counsel is attached hereto and marked Exhibit A.

6. Said Petition for Removal of Counsel is file to No. 02-45 C.D. is incorporated herein by reference thereto.

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



Anthony S. Guido
Attorney for Defendant,
Katrina Christian

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

No. 03-1424 C.D.

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

ORDER OF COURT

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

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

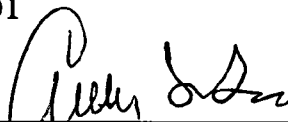
All proceedings stayed meanwhile.

BY THE COURT:

CERTIFICATE OF SERVICE

I do hereby certify that on the 10th day of October, 2003, a true and correct copy of the within MOTION FOR REMOVAL OF COUNSEL was served upon the following by first class mail, postage prepaid, to:

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



Anthony S. Guido

EXHIBIT A

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

No. 02-45, C.D.

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

PETITION FOR REMOVAL OF COUNSEL

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

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

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

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

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

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

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

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

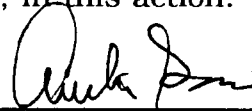
(a) Letter of Gleason, Cherry and Cherry to Ervin S. Fennell, Esq., dated February 15, 1994;

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

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

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

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

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

Anthony S. Guido
Attorney for Katrina Christian

VERIFICATION

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

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

Date: October 4, 2003

Katrina Christian
Katrina Christian

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

No. 02-45, C.D.

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

ORDER OF COURT

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

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

All proceedings stayed meanwhile.

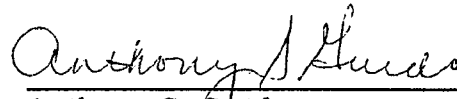
BY THE COURT:

CERTIFICATE OF SERVICE

I do hereby certify that on the 19th day of October, 2003, a true and correct copy of the within Petition for Removal of Counsel was served upon the following by first class mail, postage prepaid, to:

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

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



Anthony S. Guido

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

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

ONE NORTH FRANKLIN STREET

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

February 15, 1994

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

RE: **ELIZABETH VanTASSEL ESTATE**

Dear Mr. Fennell:

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

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

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

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

Very truly yours,

GLEASON, CHERRY AND CHERRY, P.C.

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

PMC:baz
cc: Ms. Katrina VanTassel Christian

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

June 14, 1994

Mrs. Katrina Van
1859 Walnut Street
Lauderdale, MN 55113

RE: **Estate of ELIZABETH VAN TASSEL**

Dear Mrs. Christian:

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

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

Very truly yours,

GLEASON, CHERRY AND CHERRY, P.C.

By *Paula M. Cherry*
Paula M. Cherry

PMC:baz

Enclosures

8862
75-1522/910
July 30, 1994
KATRINA CHRISTIAN
1859 WALNUT STREET
LAUDERDALE, MN 55113
Pay to the order of *Gleason Cherry and Cherry* \$ *500.00*
Five hundred and no/100 Dollars
FIRSTSTAR
BANK OF MINNESOTA, N.A.
ROSEVILLE OFFICE
2100 N. SNELLING AVENUE, ROSEVILLE, MN 55113
For *Katrina Christian*
⑆091015224⑆ 641 77550 9⑈ 08862 ⑈0000050000⑈

ERVIN S. FENNELL, JR.

ATTORNEY AT LAW

(FORMERLY MAINE AND FENNELL)

228 DEPOSIT BANK BUILDING

P. O. Box 606

DuBois, PA. 15801-0606

ERVIN S. FENNELL, JR.

ROBERT V. MAINE (1907-1982)

(814) 371-6900

FAX: (814) 371-6902

June 10, 1994

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

Re: Elizabeth Van Tassel Estate

Dear Paula:

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

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

Please advise.

Very truly yours,



Ervin S. Fennell, Jr.

ESF:ks

cc: Alex Van Tassel
Alice H. Corle

FILED

1cc

~~M 10:47 AM~~
OCT 13 2003

Atty Guido

cl
kel

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

: No. 03-1424 C.D.
:
:
: Type of Case:
: Equity
:
: Type of Pleading:
:
: **PRELIMINARY OBJECTIONS**
:
: Filed on behalf of:
:
: Defendant, Katrina Christian
:
: Counsel of Record for this
: Party:
:
: Anthony S. Guido, Esq.
: Supreme Court No. 05877
: Hanak, Guido and Taladay
: 498 Jeffers Street
: P.O. Box 487
: DuBois, PA 15801
: (814) 371-7768

FILED

OCT 13 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

:
:
:
:
:
:

No. 03-1424 C.D.

PRELIMINARY OBJECTIONS

AND NOW, comes the Defendant, KATRINA CHRISTIAN, by and through her attorneys, HANAK, GUIDO AND TALADAY, and files Preliminary Objections to the Complaint filed by Plaintiff, P. Joseph Valigorsky, II, as follows:

I. FAILURE TO CONFORM TO LAW OR RULE OF COURT

(a) Plaintiff, P. Joseph Valigorsky, II, filed a Complaint in the above entitled matter seeking specific performance of an alleged oral agreement whereby allegedly Defendant Christian had agreed to sell her 50% interest in a 70.25 acre parcel to Plaintiff Valigorsky for the sum of \$37,500.00 which Defendant Christian denies.

(b) In Paragraph 5 of his Complaint, Plaintiff Valigorsky alleges that Defendant Christian and her sister, Alice Corle, did list the subject property for sale with Medred Realty Associates and did designate Medred Realty Associates and all of its agents and employees as agents of Defendant Christian and Alice Corle for the sale of the subject premises.

(c) Plaintiff Valigorsky failed to attach to said Amended Complaint a copy of said alleged agreement between Defendant Christian and her sister, Alice Corle, and Medred Realty Associates.

(d) Pa. R.C.P. 1019(i) provides in part that if a claim in a pleading is based upon a writing, a pleader must attach a copy of the writing or a material part thereof to the Complaint.

WHEREFORE, Defendant Christian respectfully requests that your Honorable Court order Plaintiff Valigorsky to amend his Complaint to attach a copy of said listing agreement between Defendant Christian and her sister, Alice Corle, and Medred Realty Associates.

II. DEMURRER

(a) Initially, Plaintiff Valigorsky filed a Complaint in Equity seeking to partition the subject property of which Plaintiff Valigorsky and Defendant Christian each owned an undivided 50% interest therein.

(b) Defendant Christian filed an Answer to said Complaint agreeing that the property should proceed to partition.

(c) Plaintiff Valigorsky then filed this Complaint alleging that Defendant Christian, through her alleged agents, agreed to sell her undivided interest to Plaintiff Valigorsky for the sum of \$37,500.00, which Defendant Christian denies.

(d) In the Complaint for Partition, Plaintiff Valigorsky admitted that Defendant Christian was the owner of an undivided 50% interest in the subject property and did not allege that Plaintiff Valigorsky had an equitable interest in the undivided 50% interest owned by Defendant Christian as a result of an oral agreement of sale. Pa. R.C.P. 1554(b) requires that the

complaint must include a statement of the nature and extent of the interest of each party in the property.

(e) In said Complaint in Partition, Plaintiff Valigorsky did not allege that he had equitable interest in the subject property as a result of the alleged oral agreement.

(f) As a consequence, Plaintiff Valigorsky is equitably estopped from proceeding against Defendant Christian on a specific performance cause of action as set forth in Plaintiff Valigorsky's Amended Complaint.

(g) Failure to include an averment in the Complaint in Partition that the Plaintiff Valigorsky had an equitable interest in and to the 50% interest in the property owned by Defendant Christian is a judicial admission that no such equitable interest existed as a result of an alleged oral agreement.

WHEREFORE, Defendant Christian respectfully requests that this Court grant Katrina Christian's Preliminary Objection by way of a Demurrer and dismiss Plaintiff Valigorsky's Complaint for specific performance.



Attorney S. Guido
Attorney for Defendant,
Katrina Christian

CERTIFICATE OF SERVICE

I do hereby certify that on the 10th day of October, 2003,
a true and correct copy of the PRELIMINARY OBJECTIONS was served
upon the following by first class mail, postage prepaid, to:

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



Anthony S. Guido
Attorney for Defendant

William A. Shaw
Prothonotary/Clerk of Courts

FILED No. 019,478
CJ 132003

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

: No. 03 - 1424 C.D.
:
: Type of Case: EQUITY
:
: Type of Pleading: ANSWER TO MOTION
: FOR REMOVAL OF COUNSEL
:
: Filed on Behalf of: GLEASON, CHERRY
: AND CHERRY, L.L.P.
:
: COUNSEL OF RECORD FOR THIS
: PARTY:
:
: TONI M. CHERRY, ESQ.
: SUPREME COURT NO.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: ATTORNEYS AT LAW
: P. O. BOX 505
: ONE NORTH FRANKLIN STREET
: DUBOIS, PA 15801
:
: (814) 371-5800

FILED

NOV 18 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,	:
Plaintiff	:
	:
vs.	: No. 03 - 1424 C.D.
	:
KATRINA CHRISTIAN,	:
Defendant	:

ANSWER TO MOTION FOR REMOVAL OF COUNSEL

AND NOW, comes the law firm of GLEASON, CHERRY AND CHERRY, L.L.P., and answers the Motion to Remove the Firm of Gleason, Cherry and Cherry as counsel for the Plaintiff, P. Joseph Valigorsky, II, as follows:

1. DENIED as stated. On or about January 9, 2002, the Plaintiff, P. JOSEPH VALIGORSKY, II, filed a Complaint in Partition to No. 02 - 45 C.D. requesting partition of a certain premises located in Sandy Township, Clearfield County, Pennsylvania, which was described therein as 70.25 acres.
2. ADMITTED.
3. DENIED. Plaintiff, though his counsel, Gleason, Cherry and Cherry, L.L.P., filed a Petition for Leave to Amend the Complaint filed to No. 02 - 45 C.D. to raise a claim against Defendant, KATRINA CHRISTIAN, for specific performance of a contract entered into between Plaintiff and Defendant whereby Defendant agreed to sell to Plaintiff her interest in 70.25 acres less three lots and an additional 5-acre parcel situate in Sandy Township, Clearfield County, Pennsylvania.

4. DENIED. The terms of the agreement between Plaintiff and Defendant are contained in various writings and Defendant, KATRINA CHRISTIAN, did affirm in a written document the agreement to convey the premises which is the subject of this Complaint to Plaintiff. In particular, by Agreement of Sale dated August 7, 2000, between Alice H. Corle and Katrina Christian as sellers and Joel W. Thomas, Sr., and Sandra D. Thomas, as buyers, Defendant, KATRINA CHRISTIAN, did acknowledge that Lots 2, 4, and 82, Section 1, of the Meadowbrook Estates Subdivision that she agreed to convey to Joel W. Thomas, Sr., and Sandra D. Thomas were the same premises which were excepted and reserved from the proposed sale of land between Alice H. Corle and Katrina Christian and Plaintiff. Said Agreement of Sale was recorded in the Offices of the Register and Recorder of Deeds of Clearfield County as Instrument No. 200015417. Consequently, KATRINA CHRISTIAN having previously admitted to the existence of the agreement to sell land described in Instrument No. 200001093 to P. JOSEPH VALIGORSKY, II, she cannot now deny the existence of such agreement.

5. It is ADMITTED that Defendant filed a Petition for Removal of the Firm of Gleason, Cherry and Cherry, L.L.P., as counsel for the Plaintiff, P. JOSEPH VALIGORSKY, II, to No. 02 - 45 C.D., and that a copy of said Petition was attached to the Motion for Removal filed to the above-captioned term and number as Exhibit "A". All other aspects of Paragraph 5 are DENIED.

6. The Answer to the Petition for Removal of Counsel filed to No. 02 - 45 C.D. by the undersigned is attached hereto and made a part hereof as Exhibit "A" and the reasons set forth

therein objecting to any attempt to remove the undersigned as counsel for Plaintiff are reiterated herein as if the same were set forth at length.

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

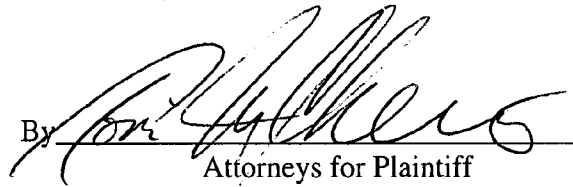
In none of its prior dealings with KATRINA CHRISTIAN, which took place years before the property was offered for sale to Plaintiff, did the law firm learn any information which could be used against KATRINA CHRISTIAN in the action to compel specific performance.

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

WHEREFORE, the undersigned respectfully requests Your Honorable Court to dismiss the Motion of Defendant, KATRINA CHRISTIAN, to remove Gleason, Cherry and Cherry, L.L.P., as attorneys for P. JOSEPH VALIGORSKY, II, Plaintiff in this action.

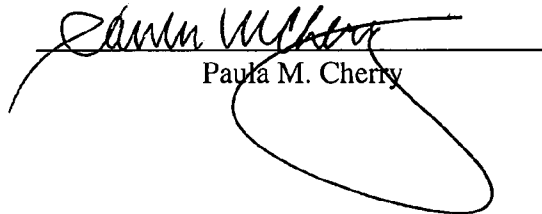
Respectfully submitted,

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

By  Attorneys for Plaintiff

VERIFICATION

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


Paula M. Cherry

DATED: November 18, 2003

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

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

: No. 02 - 45 C.D.
:
: Type of Case: EQUITY
:
: Type of Pleading: ANSWER TO PETITION
: OF KATRINA CHRISTIAN FOR
: REMOVAL OF COUNSEL
:
: FILED ON BEHALF OF: GLEASON,
: CHERRY AND CHERRY, L.L.P.
:
: COUNSEL OF RECORD FOR THIS
: PARTY:
:
: TONI M. CHERRY, ESQ.
: SUPREME COURT NO.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: ATTORNEYS AT LAW
: P. O. BOX 505
: ONE NORTH FRANKLIN STREET
: DUBOIS, PA 15801
:
: (814) 371-5800

EXHIBIT "A"

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

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

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

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

1. ADMITTED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

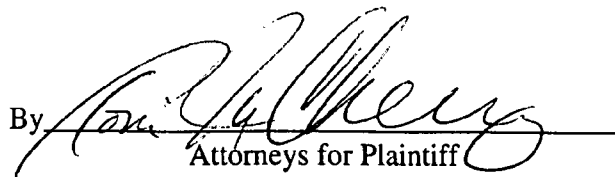
A Court's authority to disqualify counsel is limited and should only be used where needed to insure that the parties receive the fair trial which due process requires.

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

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

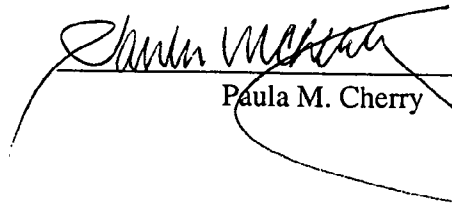
Respectfully submitted,

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

By  Attorneys for Plaintiff

VERIFICATION

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



Paula M. Cherry

DATED: November 18, 2003

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

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

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

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:

CERTIFICATE OF SERVICE

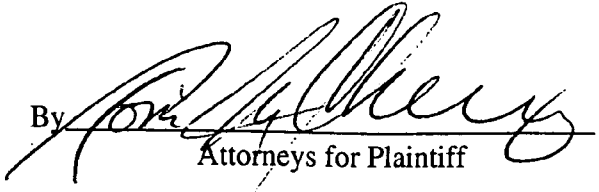
I hereby certify that on this 18th day of November, 2003, a true and correct copy of the Answer to Petition of Katrina Christian for Removal of Counsel was sent to the following persons by mailing the same to them by United States First Class Mail, postage prepaid, by depositing the same in the United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

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

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

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

By


Attorneys for Plaintiff

Dated: November 18, 2003

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

P. JOSEPH VALIGORSKY, II, :
Plaintiff :
vs. : No. 03 - 1424 C.D.
KATRINA CHRISTIAN, :
Defendant :

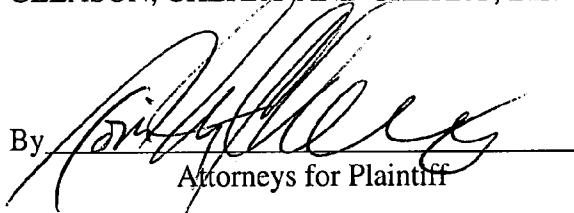
CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of November, 2003, a true and correct copy of the Answer to Motion For Removal of Counsel was sent to ANTHONY S. GUIDO, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

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

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

By


Attorneys for Plaintiff

Dated: November 18, 2003

FILED

2cc
3:30 PM
NOV 18 2003

Wm. A. Shaw
Prothonotary/Clerk of Courts

CA

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

P. JOSEPH VALIGORSKY, II :

-VS-

: No. 03-1424-CD

KATRINA CHRISTIAN :

O R D E R

NOW, this 29th day of December, 2003, following hearing on the Motion for Removal of Counsel filed on behalf of the Defendant, it is the ORDER of this Court that said Motion be and is hereby dismissed.

BY THE COURT,



President Judge

FILED

DEC 30 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED
DEC 30 2003

2 cc Atty T. Cherry
2 cc Atty Guido

William A. Shaw
Prothonotary/Clerk of Courts



CA

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

P. JOSEPH VALIGORSKY, II

vs.

KATRINA CHRISTIAN

:
:
: No. 03-1424-CD
:
:

ORDER

AND NOW, this 8 day of January, 2004, it is the ORDER of the Court that argument on Defendant's Preliminary Objections in the above matter has been scheduled for **Thursday, January 15, 2004 at 1:30 P.M.** before the Honorable John K. Reilly, Sr. Judge, Specially Presiding, in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

FILED

JAN 08 2004

William A. Reilly
Prothonotary, Clearfield County

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED

019:3801
JAN 08 2004

1 cc Atty T. Cherry

1 cc Atty S. Bowers

William A. Shaw
Prothonotary, Clerk of Courts



CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY II

:

VS.

: NO. 03-1424-CD

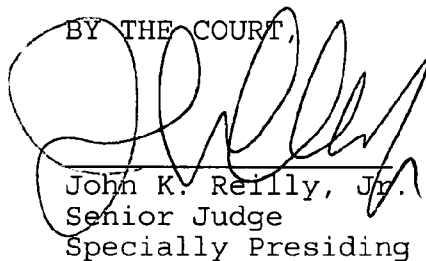
KATRINA CHRISTIAN

:

O R D E R

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

BY THE COURT,



John K. Reilly, Jr.
Senior Judge
Specially Presiding

FILED

JAN 16 2004

William A. Shaw
Prothonotary

FILED

9 10:19 AM 2004 atty. t. Cherry
acc atty. Shields

JAN 16 2004

[Signature]

William A. Shaw
Prothonotary

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

: No. 03 - 1424 C.D.
:
: TYPE OF CASE: IN EQUITY
:
: TYPE OF PLEADING: AMENDED
: COMPLAINT FOR SPECIFIC
: PERFORMANCE
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS PARTY:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
:
: (814) 371-5800

FILED

FEB 04 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

:
:
:
: No. 03 - 1424 C.D.
:
: IN EQUITY
:

NOTICE

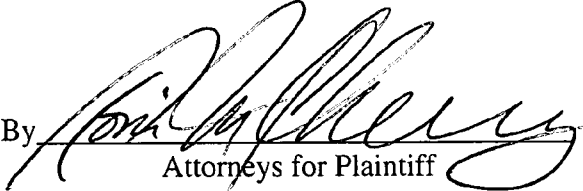
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Amended Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your 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 Amended Complaint or for any other claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 88-89

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

By


Attorneys for Plaintiff

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

P. JOSEPH VALIGORSKY, II,	:
Plaintiff	:
	:
vs.	: No. 03 - 1424 C.D.
	:
KATRINA CHRISTIAN,	: IN EQUITY
Defendant	:

AMENDED COMPLAINT

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

1. Plaintiff, P. JOSEPH VALIGORSKY, II, is an adult individual who resides at 902 Chestnut Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, KATRINA CHRISTIAN, is an adult individual who resides at 865 Arlington Avenue West, St. Paul, Minnesota 55117-3311.
3. Defendant, KATRINA CHRISTIAN, was at all times mentioned herein an owner of an undivided 50% interest in and to the property described in Paragraph 4 hereof by deed of Alexander R. Van Tassel and Eleanor C. Van Tassel, husband and wife, to Alice H. Corle and Katrina Christian, dated January 13, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200001093, on January 24, 2000.

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

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

Rice, lands now or formerly of Gilbert and Joan Barker, and lands now or formerly of Jane Wegner a distance of 810.88 feet to a one inch iron pipe set by this survey, said iron pipe being the northwest corner of said lands of Jane Wegner and the northeast corner of lands now or formerly of Reuben and Virginia Salada; thence, North 89° 57' West along lands now or formerly of Reuben and Virginia Salada a distance of 785.49 feet to an existing iron pipe, said iron pipe being the southeast corner of lands now or formerly of Colson Blakeslee and the southwest corner of the herein described parcel; thence, North 10° 38' East along lands now or formerly of Colson Blakeslee a distance of 283.12 feet to an existing iron pipe; thence, North 09° 54' East along lands now or formerly of Colson Blakeslee a distance of 429.40 feet to an existing iron pipe; thence, North 10° 27' East along lands now or formerly of Colson Blakeslee a distance of 604.4 feet to an existing iron pipe; thence, North 10° 16' East along lands now or formerly of Colson Blakeslee a distance of 249.32 feet to an existing iron pipe, said iron pipe being the northeast corner of said lands of Blakeslee; thence, North 79° 13' West along lands now or formerly of Colson Blakeslee a distance of 110.70 feet to an existing iron pipe; thence, North 10° 47' East along lands now or formerly of U.S. Army Reserve Center a distance of 336.20 feet to a one inch iron pipe set by this survey, the point of beginning.

CONTAINING 70.25 acres.

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

5. That on April 16, 1999, Defendant, KATRINA CHRISTIAN, did execute a Listing Contract giving the exclusive right to sell said premises on her behalf to Medred Realty Associates. Her sister, Alice H. Corle, did sign the same Listing Contract on April 26, 1999. A true and correct copy of said Listing Contract as well as the Addendum signed by both Defendant, KATRINA CHRISTIAN, and her sister, Alice H. Corle, is attached hereto and made a part hereof as Exhibit "A".

6. That said Listing Contract did designate Medred Realty Associates and all of its agents and employees as the agents of KATRINA CHRISTIAN and Alice H. Corle and at all

times mentioned herein, Medred Realty Associates and all of its agents and employees were the agents of Defendant, KATRINA CHRISTIAN, for the purpose of selling all of the premises described in this Complaint.

7. That after the execution of said contract, Defendant's agent did undertake efforts to sell said premises and did continuously advertise that said premises was for sale, which advertisement was seen by Plaintiff, P. JOSEPH VALIGORSKY, II, who did contact the agent for Defendant, KATRINA CHRISTIAN and Alice H. Corle, and did make a written offer for the purchase of said premises for the price of \$63,000.00 with Plaintiff paying all costs of sale, on April 1, 2000.

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

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

10. That on April 16, 2000, the agent of KATRINA CHRISTIAN and Alice H. Corle did draw up duplicate copies of an agreement for the sale of said premises in accordance with the terms demanded by Defendant, KATRINA CHRISTIAN and Alice H. Corle and did cause Plaintiff to sign both sets and did take from Plaintiff hand money in the sum of \$10,000.00.

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

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

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

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

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

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

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

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

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

17. That thereafter, Defendant, KATRINA CHRISTIAN, through her agent, did advise Plaintiff that KATRINA CHRISTIAN had been approached by third parties, namely, Joel W. Thomas, Sr., and Sandra D. Thomas, husband and wife, who told KATRINA CHRISTIAN that they had been promised three lots out of the 70.25 acre parcel that KATRINA CHRISTIAN had agreed to sell to Plaintiff and that said promise had been made to them by the brother of KATRINA CHRISTIAN, who was the predecessor in title to Alice H. Corle and KATRINA CHRISTIAN.

18. That Defendant CHRISTIAN, through her agent, further advised Plaintiff that she wanted to sell to Joel W. Thomas, Sr., and Sandra D. Thomas, the three lots known as Lots 4, 2, and 82 of the Meadowbrook Plan of Lots that were part of the 70.25 acre parcel that she had already agreed to sell to Plaintiff.

19. That Defendant CHRISTIAN, through her agent, further advised Plaintiff that if he would agree to allow KATRINA CHRISTIAN and her sister, Alice H. Corle, to modify their agreement to remove the three lots from the land that was to be sold to Plaintiff, Defendant, KATRINA CHRISTIAN, would convey to Plaintiff the additional 5.3 acre parcel of ground that she owned and which was described as Map. No. 7.2-13-3848, all for the same consideration and for the same terms as had been agreed to in the deal that had been made on or about April 16, 2000, for the sale of the entire 70.25 acres.

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

21. That Defendant, KATRINA CHRISTIAN, did direct her agent to contact the said Joel W. Thomas, Sr., and Sandra D. Thomas, to advise them that KATRINA CHRISTIAN, had negotiated a new contract with Plaintiff to save the three lots for the Thomases and that those three lots could now be conveyed to them, which information the agent did deliver as directed.

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

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

24. That thereafter, Defendant CHRISTIAN continued to delay her trip to the DuBois area and also failed to mail the signed Agreement for the Sale of Real Estate although she

continued to advise Plaintiff, through her agent, that she had signed the Agreement and was intending to complete the sale.

25. That in the meantime, Defendant, KATRINA CHRISTIAN, did contact Joel W. Thomas Sr., and Sandra D. Thomas and did confirm that Plaintiff had accepted her offer and, as a consequence, she was now able to complete the sale of the three lots to them and did request the name of the lawyer that they wanted to use for their transaction and Defendant herself did contact that lawyer to arrange for the transfer of the three lots.

26. That in furtherance of the agreements that she had made, Defendant, KATRINA CHRISTIAN, did cause an Agreement of Sale to be drawn between herself and her sister as sellers and Joel W. Thomas, Sr., and Sandra D. Thomas, husband and wife, as buyers, confirming her intention to sell Lots 2, 4 and 82 to Joel W. Thomas, Sr., and Sandra D. Thomas and also affirming therein her agreement to sell the larger parcel of which these three lots were a part to the Plaintiff by the following language appearing in said Agreement that she caused to be prepared:

Also being the same premises which are excepted and reserved from the proposed sale of land between Sellers and Joseph P. Valigorsky. [sic].

Said Agreement of Sale acknowledging the agreement for the sale of the larger parcel to Plaintiff was duly signed by Defendant and was recorded in the Offices of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, on October 16, 2000, as Instrument No. 200015417. A true and correct copy of said Agreement of Sale is attached hereto and made a part hereof as Exhibit "D".

27. That despite the fact that Plaintiff had accepted not only the original counteroffer made by Defendant, KATRINA CHRISTIAN, but also her modification of that offer and despite the fact that Defendant had affirmed the existence of the Agreement for the sale of said land to Plaintiff in the Agreement that she signed on August 7, 2000, Defendant refused to return the signed Agreement that set forth the offer she had made and which had been accepted by Plaintiff and did wholly fail and/or refuse to convey her interest in the lands described therein to Plaintiff.

28. That in furtherance of her obligations in the respective transactions, Alice Corle did execute a deed to Joel W. Thomas, Sr., and Sandra D. Thomas for her interest in Lots 2, 4 and 82, Section 1 of the Meadowbrook Estates Subdivision and did return that deed to the lawyer that KATRINA CHRISTIAN had hired with the express condition that said deed not be delivered until KATRINA CHRISTIAN had completed the transaction with Plaintiff. A true and correct copy of the letter from Alice H. Corle dated September 6, 2000, is attached hereto and made a part hereof as Exhibit "E".

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

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

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

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

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

34. That in furtherance of his obligations under the Agreement, Plaintiff has executed a deed conveying all of his interest in Lots 2, 4 and 82 of the Meadowbrook Estates Subdivision to the said Joel W. Thomas, Sr., and Sandra D. Thomas.

35. At all times since the date of the Amended Agreement of Sale, to wit, July 7, 2000, Plaintiff has performed all conditions precedent to performance by Defendant, KATRINA CHRISTIAN, and has been and still is ready and willing to pay the balance of the whole of the purchase price owing to KATRINA CHRISTIAN under the terms of said Agreement upon her compliance with the terms of the Amended Agreement of Sale and her issuance of a deed to him for all her interest in the balance of the 70.25 acres and the entire 5.3 acre parcel.

36. The terms of the parties' oral contract were reduced to writing and are set forth at length in the Amended Agreement of Sale which is attached hereto as Exhibit "C". Said terms were dictated to the agent of Defendant by Defendant herself and were reduced to writing by Defendant's agent at the direction of Defendant.

37. That the terms of the Agreement between Plaintiff and Defendant were certain, distinct and free from ambiguity and were clearly stated by both Defendant and the Plaintiff, and were expressly agreed to by both parties.

38. That Defendant has affirmed the existence of an agreement for the sale of the remainder of the 70.25 acres and the additional 5.3 acres to Plaintiff both orally and in writing and has confirmed the terms of said agreement with Plaintiff and she cannot now deny the existence of an agreement nor deprive Plaintiff of his right to specific performance thereof.

WHEREFORE, Plaintiff prays:

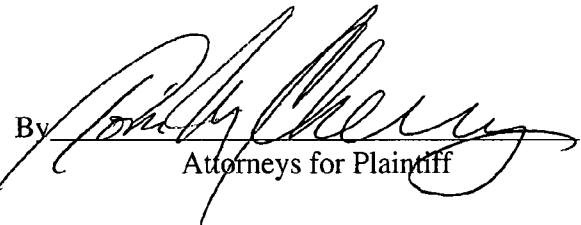
(a) that Defendant, KATRINA CHRISTIAN, be enjoined, preliminarily until final hearing and permanently thereafter, from mortgaging or encumbering her interest in the remainder of the 70.25 acres and the 5.3 acres in any way, and from selling or conveying the same or any part thereof to any person other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

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

(c) such other general relief as may be just and proper, including, but not limited to, an award of attorney's fees and costs.

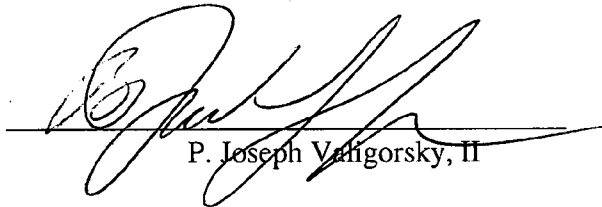
Respectfully submitted,

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

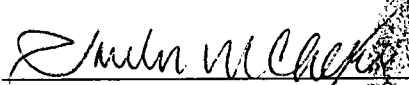
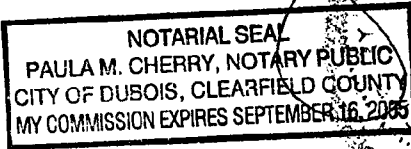
By  Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

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


P. Joseph Valigorsky, II

Sworn to and subscribed before me this 3RD day of February, 2004.



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

4-01782

LISTING CONTRACT EXCLUSIVE RIGHT TO SELL REAL PROPERTY

Residential
XLS-3

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

1. SELLER (list all Owners)

Name Christine Vantassel Alice Vantassel SS# 190-30-8476

Mailing Address 845 Columbia Ave. West Phil 11155117-3311

Phone Number 651-488-1487

Name Alex Vantassel Alice Corle SS# 248-76-7873

Mailing Address 1505 Acton St. Beaufort SC 29902

Phone Number 843-522-0718

If there are other owners, give names, addresses, phone numbers, and social security numbers on an additional sheet.

2. BROKER

Broker is Medred Realty Associates

Address RR #8 Box 22 DuBois, PA 15801

Phone Number (814) 375-4663

Salesperson is Nancy E. Moore, who works for the Broker.

3. PROPERTY

Address Eighth Street Ext. (VanTassel Road) 2500

Municipality (city, borough, township) City of DuBois and Sandy Township

County Clearfield School District DuBois

Zoning and Present Use Vacant land (3 zoning districts) see addendum #1

Salesperson: Complete

Identification Number (For example, tax identification number, parcel number, deed book, page, recording date) See addendum #1

4. LISTED PRICE \$ 149,900.

5. STARTING AND ENDING DATES OF LISTING CONTRACT (also called "Term")

- A. No Association of REALTORS® has set or recommended the term of this contract. By law, the length or term of a listing contract may not exceed one year. Seller and Broker have discussed and agreed upon the length or term of this contract.
- B. **Starting Date:** This Contract starts when signed by the Seller and Salesperson or Broker.
- C. **Ending Date:** This Contract ends on April 6, 2000 unless Seller is negotiating a sale. In that case, the Broker will continue to represent the Seller until negotiations end.

6. BROKER'S DUTY Seller is hiring Broker to find a buyer for the Property. During the length or term of this Contract, Seller will not hire any other broker to sell the Property.

7. BROKER'S FEE

- A. No Association of REALTORS® has set or recommended the Broker's Fee. Seller and Broker have negotiated the fee that Seller will pay Broker.
- B. The Broker's Fee is 10% off/from the sale price and paid by Seller. Salesperson has explained Broker's company policies about cooperating with other brokers. Seller and Broker agree that Broker will pay from Broker's Fee:
- (1) A fee to another broker (SUBAGENT), who represents the Seller.
☐ No ☒ Yes If Yes, amount: 7.5% off/from the sale price.
- (2) A fee to another broker (BUYER'S AGENT), who represents a buyer.
☐ No ☐ Yes If Yes, amount: _____ off/from the sale price.

8. PAYMENT OF BROKER'S FEE

- A. Seller must pay Broker's Fee if Property is sold or exchanged during the length or term of this Contract by Broker, Broker's agents, Seller, or by any other person or broker, at the listed price or any price acceptable to Seller.
- B. Broker will earn Broker's Fee after the Ending Date of this Contract IF:
- (1) A sale occurs within 90 days of the Ending Date, AND
- (2) The buyer was shown or negotiated to buy the Property during the term of this contract.
- Seller will not owe Broker's Fee if the Property is listed under an "exclusive right to sell contract" with another broker at the time of the sale.

9. BROKER'S FEE IF SALE DOES NOT OCCUR

- A. Seller must pay Broker's Fee if a ready, willing, and able buyer is found by Broker or by anyone, including Seller. A willing buyer is one who will pay the listed price or more for the Property.
- B. If the Property or any part of it is taken by any government for public use (Eminent Domain), Seller must pay Broker _____ off/from any money paid by the government.
- C. If a buyer signs an agreement of sale then refuses to buy the Property, or if a buyer is unable to buy it because of failing to do all the things required of the buyer in the agreement of sale, Seller must pay Broker:
- (1) 50% off/from buyer's deposit monies,
OR
- (2) the Broker's Fee in Paragraph 7B, whichever is less.

10. SETTLEMENT AND POSSESSION

- A. Preferred Settlement Date: closing
- B. Seller will give possession of the Property to Buyer at settlement or on _____.
- C. (1) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract.
- (2) If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and tenant's responsibilities.
- (3) Seller will not enter into or renew any lease during the term of this Contract except as follows: _____

Seller's Initials AC

Page 1 of 3

Broker's/Salesperson's Initials MEM

Exhibit "A"

11. TAXES AND ASSOCIATION FEES

- A. At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes.
- B. Real Estate Property Tax Assessment \$ _____
Yearly Taxes \$ 933.15 199 township
Trash \$ _____
Water \$ _____
Wage/Income Tax _____
Per Capita Tax \$ _____
- C. Association Fees \$ _____
Association Fees Include: _____
- D. Other _____

12. TITLE

- A. At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:
(1) Mineral Rights Agreements _____
(2) Other _____
- B. Seller has:
☐ Yes ☒ No Mortgage with _____
Amount of balance \$ _____
☐ Yes ☒ No Equity loan with _____
Amount of balance \$ _____
☐ Yes ☒ No Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from the lender.
☐ Yes ☒ No Past Due Taxes Amount owed \$ _____
☐ Yes ☒ No Judgments Amount \$ _____
Type _____
☐ Yes ☒ No Municipal Assessments Amount \$ _____
☐ Yes ☒ No Other _____
Amount \$ _____

13. BUYER FINANCING

Seller will accept the following arrangements for buyer to pay for the Property

- ☒ Cash
- ☐ Buyer will apply for a mortgage. Type(s) of mortgages acceptable to Seller are:
☒ Yes ☐ No Conventional ☐ Yes ☐ No FHA
☐ Yes ☐ No VA ☐ Yes ☐ No _____
- ☐ Seller's help to buyer (if any): _____

14. MULTIPLE LISTING SERVICE (MLS) (Complete if Broker is a member of an MLS)

- ☐ Broker will use a Multiple Listing Service to advertise the Property to other real estate salespersons, who can tell their clients and customers about it. Seller agrees that the MLS, the Broker, and the Salesperson are not responsible for mistakes in the MLS description of the Property.
- ☐ Broker will not use a Multiple Listing Service to advertise the Property to other real estate salespersons.

15. PUBLICATION OF SALE PRICE

- A. Seller is aware that newspapers may publish the final sale price after settlement.
- B. Seller will allow publishing of the sale price after Seller accepts an Agreement of Sale.
☐ Yes ☒ No

16. SIGNS & KEYS Seller allows (where permitted):

- ☒ Yes ☐ No Sale Sign ☒ Yes ☐ No Sold Sign
☐ Yes ☐ No Key in Office ☐ Yes ☐ No Lock Box
☐ Yes ☐ No _____

17. ITEMS INCLUDED IN THE PRICE OF THE PROPERTY

The following items are included in the purchase and price of the Property:

- (1) _____
- (2) ☐ See attached sheet for additional items included in the sale.

18. ITEMS NOT INCLUDED IN THE PRICE OF THE PROPERTY

The following items are not included in the purchase and price of the Property:

- (1) _____
- (2) Items rented by the Seller.
- (3) ☐ See attached sheet for additional items not included in the sale.

19. SELLER MUST REVEAL DEFECTS AND ENVIRONMENTAL HAZARDS

Seller must tell Salesperson, Broker, and any interested buyers about any known material defects or environmental hazards in or on the Property. A material defect is a problem or condition that

- (1) is a possible danger to those living in the Property or
(2) might affect a reasonable buyer's decision to buy it.
- A. If Seller fails to tell of known material defects and environmental hazards:
(1) Seller will not hold Broker or Salesperson responsible in any way;
(2) Seller will protect Salesperson and Broker from any claims, lawsuits, and actions that result;
(3) Seller will pay all of Broker's and Salesperson's costs that result. This includes attorney fees and court-ordered payments or settlements (money Broker or Salesperson pays to end a lawsuit or claim).
- B. ☐ Seller has noted all known material defects and environmental hazards on a separate disclosure statement.
☐ Seller has noted known material defects and environmental hazards on a separate disclosure statement and also notes the following defects: _____
- ☐ Seller knows of no material defects and conditions.
☐ Seller knows of no environmental hazards.

20. IF PROPERTY WAS BUILT BEFORE 1978

The Residential Lead-Based Paint Hazard Reduction Act says that any Seller of property built before 1978 must give the Buyer an EPA pamphlet titled *Protect Your Family from Lead in Your Home*. The Seller also must tell the Buyer and the Broker what the Seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the Buyer how the Seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information Seller knows about lead-based paint and lead-based paint hazards on the property. Any Seller of a pre-1978 structure must also give the Buyer any records and reports that the Seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a Seller must give a Buyer 10 days (unless Seller and Buyer agree to a different period of time) from the time an Agreement of Sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If Buyer chooses not to have the assessment or inspection, Buyer must inform the Seller in writing of the choice. The Act does not require the Seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

21. DEPOSIT MONEY

- A. Broker, or any person Seller and the buyer name in the Agreement of Sale, will keep all deposit monies paid by or for the buyer in an escrow account. This escrow account will be held as required by real estate licensing laws and regulations until the sale or exchange of the Property is final. Seller agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.
- B. If Seller joins Salesperson or Broker in a lawsuit for the return of deposit monies, Seller will pay Salesperson's and Broker's attorney's fees and costs.

22. RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658.

23. TRANSFER OF THIS CONTRACT

- A. Seller agrees that Broker may transfer this Contract to another real estate broker when:
- (1) Broker stops doing business,
 - (2) Broker forms a new real estate business,
 - (3) Broker joins his business with another, or
 - (4) Other _____
- Broker will notify Seller immediately in writing when a transfer occurs or Broker will lose the right to transfer this Contract. Seller will follow all requirements of this Contract with the new broker.
- B. Should Seller give or transfer the Property, or an ownership interest in it, to anyone during the term of this Contract, all owners must follow the requirements of this Contract.

24. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA

Federal and state laws make it illegal for Seller, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN or USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

25. NO OTHER CONTRACTS

Seller will not enter into another listing agreement with another broker that begins before the Ending Date of this Contract.

26. ADDITIONAL OFFERS

ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

27. CONFIDENTIALITY

Salesperson and Broker will not tell any private (confidential) information given to them by Seller during the term of this Contract. Private information means information that Seller gives to Salesperson or Broker which Seller does not want any buyers to know. Salesperson and Broker will continue to keep the information confidential after this Contract ends.

NOTE: Seller must always tell of material defects or conditions.

28. ENTIRE CONTRACT

This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part of this Contract.

29. CHANGES TO THIS CONTRACT Requirements for any change to this Listing Contract:

- (1) All changes must be in writing
AND
(2) Signed by all the parties: Seller and Salesperson or Broker.

30. NOTICE BEFORE SIGNING

THIS LISTING AGREEMENT IS A LEGAL CONTRACT. IF SELLER HAS LEGAL QUESTIONS ABOUT THIS CONTRACT, SELLER IS ADVISED TO TALK TO A LAWYER.

SELLER
SELLER
SELLER

Gatrina Christian
Alice Henderson Cora

DATE
DATE
DATE

4-16-99
4/26-99

All Sellers must sign this Contract.

BROKER (Company Name) Medred Realty Assocaites

ACCEPTED BY Nancy Moore

(signature of Broker or Salesperson)

DATE

5/3/99

AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-SB Residential

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

AGENT FOR SELLER

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

PA. LICENSED BROKER

SUBAGENT FOR SELLER

PA. LICENSED BROKER

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

Katrina Christian

Alice Corle

865 Arlington Ave. W.

1505 After Street

(Address St Paul Minnesota 55117-3311

Waddell Gardens Beauford, S.C.

Zip Code 29902) called Seller, and

Joseph P. Valigorsky

Chestnut Avenue

(Address DuBois, Pa. 15801

Zip Code _____) called Buyer.

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

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

in the Township of Sandy of _____

County of Clearfield

in the Commonwealth of Pennsylvania, Zip Code 15801

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

Zoning Classification _____

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

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

Dollars

which shall be paid to Seller by Buyer as follows:

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

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

(D) _____ \$ 65,000.

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

TOTAL \$75,000.

(F) Written approval of Seller to be on or before: April 24 2000

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

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

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

Transfer tax and commission to be paid by buyer

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

4. FIXTURES AND PERSONAL PROPERTY (7-96)

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

(B) EXCLUDED fixtures and items: _____

5. SPECIAL CLAUSES (7-96)

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

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

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

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

☐ Addendum "A" (PAR Form A-6)

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

☐ Sale & Settlement of Other Property

Contingency Addendum (PAR Form 130-6)

☐ Sale & Settlement of Other Property with Right to

Continue Marketing Contingency Addendum (PAR Form 131-6)

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

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

☐ Zoning Approval Addendum (PAR Form ZA-6)

☒ Any and all mineral rights held by the sellers shall convey with property.

Exhibit "B"

6. NOTICES AND ASSESSMENTS (7-96)

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

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

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

8. DEPOSIT AND RECOVERY FUND (4-93)

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

9. POSSESSION (7-96)

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

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

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

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

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

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

- (A) Fail to make any additional payments as specified in paragraph 3, or
- (B) Furnish false or incomplete information to the Seller, Agent for Seller or the mortgage lender, concerning the Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment, or
- (C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement,

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

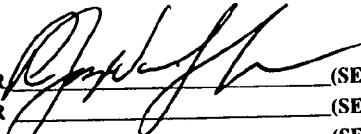
14. AGENTS (3-85) It is expressly understood and agreed between the parties that the named Agent, Broker, and any Subagent, Broker and their salespeople, employees, officers and/or partners, are Agent(s) for Seller, not Buyer; however, the Agent(s) may perform services for Buyer in connection with financing,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

15. REPRESENTATIONS (4-94)

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

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

WITNESS _____
WITNESS _____
WITNESS _____

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

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

WITNESS _____
WITNESS _____
WITNESS _____

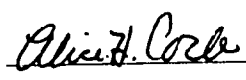
SELLER  (SEAL) DATE 4/26/00
SELLER _____ (SEAL) DATE _____
SELLER _____ (SEAL) DATE _____

Exhibit "B"

Medred Realty Associates

Member of computerized Multiple Listing Service
Member of Clearfield-Jefferson Association of Realtors

RR 8, Box 22, DuBois, PA 15801
(814) 375-HOME (4663)

Fax (814) 375-1049

ADDENDUM TO LISTING AGREEMENT

OWNER Katrina Christian DATE 4/16/99
OWNER Alice H. Cole DATE 4/26/99
OWNER _____ DATE _____

The property is located in three (3) zoning districts. Zoning within the City of DuBois is Residential 1. Zoning in Sandy Township is Planned Residential Development and Rural Agricultural.

1999 taxes in the Township are \$282.18, deed book 1441, page 189 for 73.63 Acres. Lot 82 and Parcel _____ containing 48.943 acres are on same deed Vol. 1846 page 603. Taxes for these parcels total \$650.97

Map reference when property being sold is comprised of several parcels identified as parcel 7.2-13-3848, 7.2-13-4024, 7.2-13-4024A, in the City of DuBois. Parcels 128-C4-426-87 and part of parcel previously described as 128-C4-54.

Taxes for Parcels in City of DuBois \$403.65

Exhibit "A"

VACANT LAND SALE ADDENDUM TO AGREEMENT OF SALE

VL-6 1996

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

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

2 SELLER: Katrina Christian and Alice Corle

3 BUYER: Joseph P. Valigorsky

4 DATE OF AGREEMENT: April 16, 2000

6 1. FINANCING CONTINGENCY

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

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

9 (A) Financing terms required by Buyer.

10 Amount of loan \$ _____, Term _____ years

11 Type _____

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

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

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

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

23 3. Should the financing commitment:

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

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

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

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

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

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

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

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

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

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

42 2. STATUS OF WATER

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

44 ☐ Public Water

☐ Connected

☐ Not Connected

45 ☐ On-site Water

☐ Connected

☐ Not Connected

46 ☐ Community Water

☐ Connected

☐ Not Connected

47 ☒ None

48 ☐ _____

49 (B) ON-SITE WATER SERVICE INSPECTION CONTINGENCY

50 ☐ NOT APPLICABLE.

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

53 ☐ ELECTED.

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

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

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

63 b. Not upgrade the water service.

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

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

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

76 Buyer Initials: BH

Page 1 of 4

Seller Initials: A.H. Cole

(C) ON-SITE WATER SERVICE APPROVAL CONTINGENCY

☐ NOT APPLICABLE.

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

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

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

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

3. STATUS OF SEWER

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

CHECK ONLY IF APPLICABLE:

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

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

CHECK ONLY IF APPLICABLE:

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

CHECK ONLY IF APPLICABLE:

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

ANNUAL COST OF MAINTAINING HOLDING TANK:

YEAR COMMENCING:

COST:

CHECK ONLY IF APPLICABLE:

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

CHECK ONLY IF APPLICABLE:

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

(B) PUBLIC SYSTEM CONTINGENCY

☐ NOT APPLICABLE.

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

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

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

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

(C) PRIVATE SYSTEM CONTINGENCY

☐ NOT APPLICABLE.

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

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

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

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

4. ZONING APPROVAL CONTINGENCY

☐ NOT APPLICABLE.

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

☐ ELECTED.

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

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

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

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

5. PROPERTY CONDITION

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

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

EXCEPTION: _____

(B) Seller and Buyer acknowledge that Broker:

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

(C) ENVIRONMENTAL AUDIT/INSPECTION CONTINGENCY

☒ NOT APPLICABLE.

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

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

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

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

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

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

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

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

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

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

Buyer Initials: BA

Seller Initials: AHC

Exhibit "B"

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

7. COAL NOTICE

- ☐ NOT APPLICABLE.
☐ APPLICABLE.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 684.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

8. MEDIATION

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

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

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

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

WITNESS _____	BUYER <u><i>Alfred H. Corley</i></u>	DATE <u>4/16/00</u>
WITNESS _____	BUYER _____	DATE _____
WITNESS _____	BUYER _____	DATE _____
WITNESS <u><i>Doris H. Corley</i></u>	SELLER <u><i>Alfred H. Corley</i></u>	DATE <u>4/26/00</u>
WITNESS _____	SELLER _____	DATE _____
WITNESS _____	SELLER _____	DATE _____

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

AGENT _____	AGENT _____
BY _____	BY _____
DATE _____	DATE _____

AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-SB Residential

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

AGENT FOR SELLER

SUBAGENT FOR SELLER

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

PA. LICENSED BROKER

1. This Agreement, dated July 7, 2000

Katrina Christian and Alice Corle

865 Arlington Ave

1505 After St.

(Address St. Paul Mn. 55117-3311

Waddell Gardens Beauford, SC

Zip Co 29902

) called Seller, and

Joseph P. Valigorsky

(Address 902 Chestnut Avenue

DuBois, Pa. 15801

Zip Code

called Buyer

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

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:

70 Acres as per survey vacant Land Major portion in Sandy Twp. (portion

in DuBois) in the Township

of Sandy

County of Clearfield

in the Commonwealth of Pennsylvania, Zip Code 15801

Identification (Tax ID#, Parcel #; Deed Book, Page, Recording Date) Jan 24, 2000, 128-004-54

Zoning Classification

Instrument Number 20001093

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

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

Dollars

which shall be paid to Seller by Buyer as follows:

(B) Cash or check at signing this Agreement:

\$10,000.

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

(D)

(E) Cash, cashier's or certified check at time of settlement:

\$65,000.

TOTAL \$75,000.

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

7/28

2000

(G) Settlement to be made on or before:

8/28

2000

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

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

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

4. FIXTURES AND PERSONAL PROPERTY (7-96)

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

Also included:

(B) EXCLUDED fixtures and items:

5. SPECIAL CLAUSES (7-96)

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

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

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

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

☐ Addendum "A" (PAR Form A-6)

☐ Sale of Tenant-Occupied Property Addendum

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

☐ (PAR Form TOP-6)

☐ Sale & Settlement of Other Property

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

☐ Contingency Addendum (PAR Form 130-6)

☐ Zoning Approval Addendum (PAR Form ZA-6)

☐ Sale & Settlement of Other Property with Right to

☐ Vacant Land Addendum (PAR Form VL-6)

Continue Marketing Contingency Addendum (PAR Form 131-6)

☐ Land Exchange Addendum

Exhibit "C"

1 **PROPERTY** 70 Acres Instrument No. 20001093
2 **SELLER:** Katrine Christian and Alice Corle
3 **BUYER:** Joseph P. Valigorsky
4 **DATE OF AGREEMENT:** July 7 2000

5
6 **1. FINANCING CONTINGENCY**

- 7 ☒ **WAIVED.** This sale IS NOT contingent on financing.
8 ☐ **ELECTED.** This sale IS contingent upon financing as follows.

9 **(A) Financing terms required by Buyer.**

10 Amount of loan \$ _____, Term _____ years

11 Type _____

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

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

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

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

23 **3. Should the financing commitment:**

- 24 (a) not be valid until the date of settlement, or
25 (b) be conditioned upon the sale and settlement of any other property, or
26 (c) contain any other condition not specified in this Agreement,
27 Seller has the option to terminate this Agreement in writing.

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

- 30 (a) the financing commitment is not obtained by or valid until the date of settlement, or
31 (b) the financing commitment is conditioned upon the sale and settlement of any other property which do not occur
32 by the date of settlement, or
33 (c) the financing commitment contains any other condition not specified in this Agreement which Buyer is unable to
34 satisfy by the date of settlement,

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

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

41
42 **2. STATUS OF WATER**

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

☐ Public Water	☐ Connected	☐ Not Connected
☐ On-site Water	☐ Connected	☐ Not Connected
☐ Community Water	☐ Connected	☐ Not Connected
☒ None		
☐ _____		

48
49 **(B) ON-SITE WATER SERVICE INSPECTION CONTINGENCY**

50 ☐ **NOT APPLICABLE.**

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

53 ☐ **ELECTED.**

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

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

- 62 a. Upgrade the water service to the minimum acceptable levels, before settlement, OR
63 b. Not upgrade the water service.

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

- 66 a. Accept the Property and the water service and, if required by the lender or any governmental authority, upgrade the
67 water service at Buyer's sole expense prior to settlement or within the time required by the lender or any govern-
68 mental authority, and agree to the **RELEASE** set forth in paragraph 9 of this addendum, OR
69 b. Terminate this Agreement, in which case all deposit monies paid on account will be promptly returned to BUYER
70 and this Agreement of Sale will be NULL and VOID.

75 Buyer Initials: JB/PC

Page 1 of 4

Seller Initials: AC

Exhibit "C"

(C) ON-SITE WATER SERVICE APPROVAL CONTINGENCY

☐ NOT APPLICABLE.

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

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

- A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR
- B. Terminate this Agreement of Sale, in which case all deposit monies paid on account will be promptly returned to BUYER and this Agreement of Sale will be NULL and VOID.

3. STATUS OF SEWER

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

CHECK ONLY IF APPLICABLE:

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

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

CHECK ONLY IF APPLICABLE:

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

CHECK ONLY IF APPLICABLE:

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

ANNUAL COST OF MAINTAINING HOLDING TANK:

YEAR COMMENCING:

COST:

CHECK ONLY IF APPLICABLE:

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

CHECK ONLY IF APPLICABLE:

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

(B) PUBLIC SYSTEM CONTINGENCY

☐ NOT APPLICABLE.

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

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

- A. Accept the Property as is and agree to the RELEASE set forth in paragraph 9 of this Addendum, OR
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(C) PRIVATE SYSTEM CONTINGENCY

☐ NOT APPLICABLE.

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

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

Buyer Initials:

Seller Initials:

Exhibit "C"

4. ZONING AND OTHER CONTINGENCY

- ☐ NOT APPLICABLE.
- ☒ **WAIVED.** Buyer acknowledges that Buyer has the right to make this Agreement contingent on receiving municipal approval for the intended use of the Property. BUYER WAIVES THIS RIGHT AND agrees to the RELEASE as set forth in paragraph 9 of this addendum.
- ☐ **ELECTED.**
- (A) This sale is contingent on Buyer receiving zoning approval, or variance, or special exception from _____ (municipality) to use the Property as a _____ (proposed use).
- (B) Application for the approval (or variance/special exception) shall be made within _____ days of the execution of this Agreement of Sale. Buyer will pay for applications, legal representation, and any other costs associated with obtaining approval.
- (C) If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
- (D) If approval is not obtained by _____, this Agreement of Sale will be NULL and VOID, in which case all deposit monies paid on account will be promptly returned to Buyer.

5. PROPERTY CONDITION

- (A) Seller represents that Seller has no knowledge of whether:
1. The Property has been contaminated by any substance in any manner which requires remediation;
 2. The Property contains any wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law;
 3. The Property contains asbestos or polychlorinated byphenyls or any other substance, the removal or disposal of which is subject to any law or regulation;
 4. Any law has been violated in the handling or disposing of any material waste or the discharge of any material into the soil, air, surface water, or ground water.
 5. The Property contains underground fuel or liquid storage tanks.
- EXCEPTION:** _____

(B) Seller and Buyer acknowledge that Broker:

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

(C) ENVIRONMENTAL AUDIT/INSPECTION CONTINGENCY

- ☐ NOT APPLICABLE.
- ☒ **WAIVED.** Buyer understands that Buyer has the right to request audits and inspections of the Property. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth in paragraph 9 of this addendum. Buyer reserves the right to make a pre-settlement inspection of the Property.
- ☐ **ELECTED.** Within _____ days of the execution of this Agreement, Buyer has the right, at Buyer's expense, to have the following audits or inspections completed by a licensed or otherwise qualified professional: (check the inspections that Buyer will order)
- ☐ Environmental Hazards (e.g., asbestos, lead, heavy metals, polychlorinated biphenyls, etc.)
 - ☐ Underground Storage Tanks
 - ☐ Flood Plain Verification
 - ☐ Wetlands Verification
 - ☐ Specific Property Inspection limited to _____

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

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

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

- ☒ NOT APPLICABLE. No portion of this Property is preferentially assessed for tax purposes under the provisions of the Pennsylvania Farmland and Forest Land Assessment Act of 1974, also known as the Clean and Green Program.
- ☐ APPLICABLE. The Property, or a portion of it, is preferentially assessed for tax purposes under the provisions of the Pennsylvania Farmland and Forest Land Assessment Act of 1974, also known as the Clean and Green Program.
- A. Seller will submit notice of this sale and any proposed changes in the use of Seller's remaining enrolled property to the county assessor 30 days before the transfer of title to Buyer.
 - B. Buyer will submit notice of any proposed changes Buyer intends to make in the use of the Property Buyer is purchasing under this Agreement of Sale to the county assessor 30 days prior to undertaking such change.

Buyer Initials: aw

Seller Initials: AC

Exhibit "C"

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

7. COAL NOTICE

☐ NOT APPLICABLE.

☒ APPLICABLE.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 684.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

8. MEDIATION

☒ NOT AVAILABLE.

☐ WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.

☐ ELECTED.

- (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement of Sale through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.
- (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System.
- (C) This agreement to mediate disputes arising from this Agreement shall survive settlement.

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

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

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

WITNESS	BUYER	DATE
WITNESS	BUYER	DATE
WITNESS	BUYER	DATE
WITNESS	SELLER	DATE
WITNESS	SELLER	DATE
WITNESS	SELLER	DATE

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

AGENT	AGENT
BY	BY
DATE	DATE

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

Form 102-6M

RE: PROPERTY 70 Acres Instrument NO 20001093

SELLER: Katrina Christian and Alice Corle

BUYER: Joseph P. Valigorsky

DATE OF AGREEMENT July 7 2000 19__

1. In addition to conveying premises described in Clearfield County Instrument NO. 20001093, Seller Katrina Christian shall convey a parcel of land consisting of approximately 5.3 acres of land assessed in Clearfield County Assessment records as Map NO. 7.2-13-3848, which premises is more particularly described in Clearfield County Deed Book Vol. 1846 Page 588. Lots
2. Buyer agrees that seller shall retain lots 4, 2 and 82 of the Meadow Brook plan of lots located in Sandy Township Clearfield County Maps No. 128-004-426-87 (Lots 4, 2 and 82 are portion of Map No. above and are more particularly described in Clearfield County Instrument No. 20001093.

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

Buyer
WITNESS
WITNESS
WITNESS
WITNESS
WITNESS
WITNESS

Witness

BUYER
~~BUYER~~
~~BUYER~~
SELLER
SELLER
SELLER

DATE 7-10 2000
DATE
DATE
DATE
DATE
DATE



Pennsylvania Association of
REALTORS®
The Value for Real Estate® in Pennsylvania

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1993
COPIES: WHITE-SELLER; YELLOW-AGENT; PINK-BUYER; BLUE-MORTGAGEE;
GOLD- ; GREEN-BUYER'S AT TIME OF SIGNING 7/93

Exhibit "C"

AGREEMENT OF SALE

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

AND

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

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

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

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

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

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

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

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

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

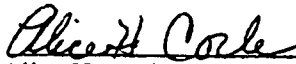
8. **CONDITION OF PROPERTY** -- Buyers have made a visual inspection of the premises. Sellers and Buyers agree that the property shall be sold in the same condition that the premises were in at the time of the signing of this agreement and Buyers acknowledges that they are relying upon their own information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

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

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

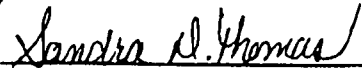
11. **PENNSYLVANIA LAW TO APPLY** -- This Agreement and all provisions shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

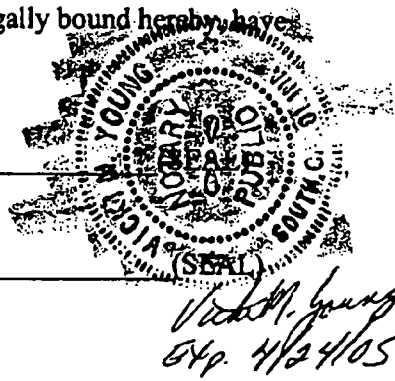
IN WITNESS WHEREOF, the parties hereto, intending to legally bound hereby, have hereunto set their hands and seals the day and year first above written.


Alice H. Corle, Seller

Katrina Christian, Seller

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

 (SEAL)
Sandra D. Thomas, Buyer



KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200015417
RECORDED ON
Oct 16, 2000
11:46:06 AM

RECORDING FEES - \$17.00
RECORDER
COUNTY IMPROVEMENT FUND \$1.00
RECORDER IMPROVEMENT FUND \$1.00
STATE MORT TAX \$0.50
TOTAL \$19.50
CUSTOMER
FENWELL, ERVIN S. JR.

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

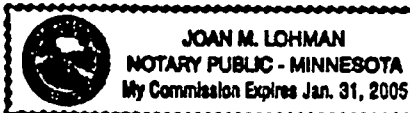
8. **CONDITION OF PROPERTY** -- Buyers have made a visual inspection of the premises. Sellers and Buyers agree that the property shall be sold in the same condition that the premises were in at the time of the signing of this agreement and Buyers acknowledges that they are relying upon their own information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

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

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

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

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



Joan M. Lohman
Anoka

Alice H. Corle, Seller (SEAL)

Katrina Christian (SEAL)
Katrina Christian, Seller

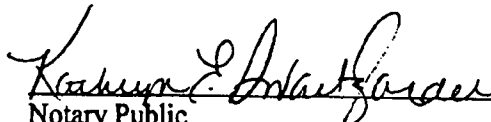
Joel W. Thomas Sr (SEAL)
Joel W. Thomas, Sr., Buyer

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

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

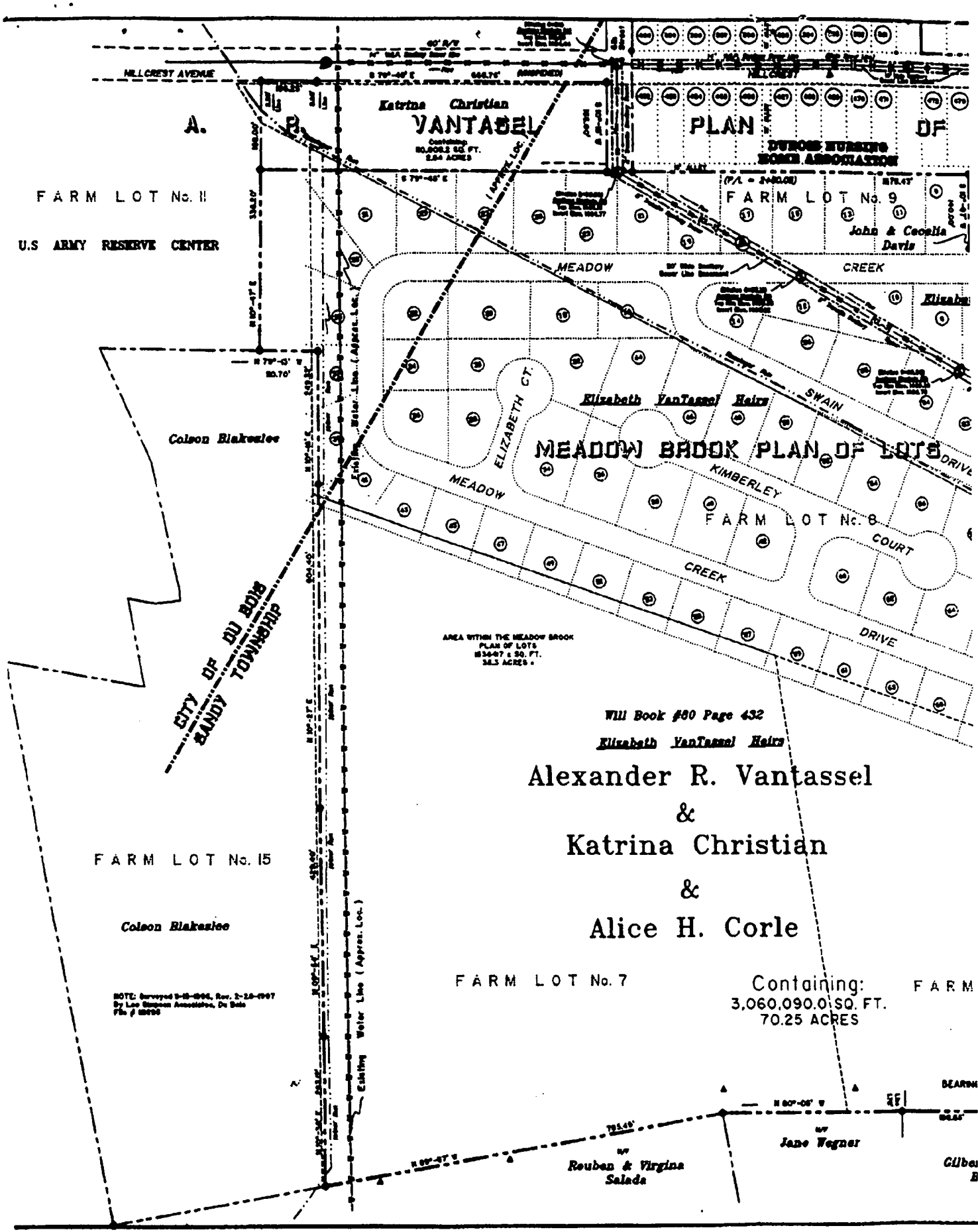
On this, the 7th day of August, 2000, before me, the undersigned officer, personally appeared JOEL W. THOMAS, SR., and SANDRA D. THOMAS, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed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

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


Notary Public

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





FARM LOT No. 15

Colson Blakeslee

NOTE: Surveyed 9-10-1994, Rev. 2-28-1997
By Lee Simpson Associates, De Sales
P.L. # 10000

FARM LOT No. 7

Containing: FARM
3,060,090.0 SQ. FT.
70.25 ACRES

Will Book #80 Page 432
Elizabeth VanTassel Hairs
Alexander R. Vantassel
&
Katrina Christian
&
Alice H. Corle

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

September 6, 2000

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

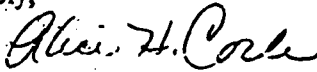
Dear Mr. Fennell,

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

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

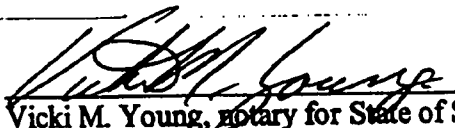
All transactions for the enclosed Deed are **VOID** after September 30, 2000.

Sincerely,



Alice H. Corle

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



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

Exhibit "E"

FILED

acc

8/10:52884
FEB 04 2004

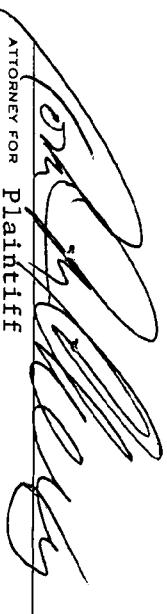
AT
ATTY T. Cherry

William A. Shaw

Prothonotary/Clerk of Courts

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

ATTORNEY FOR Plaintiff

A handwritten signature in black ink, appearing to be "C. J. Cherry", written over a horizontal line.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

:
:
:
: No. 03 - 1424 C.D.
:
: IN EQUITY
:

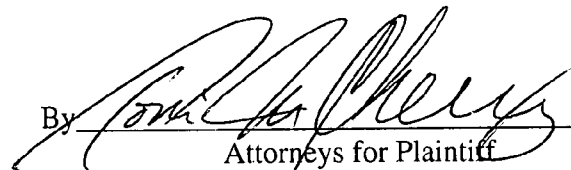
CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of February, 2004, a certified copy of Plaintiff's Amended Complaint for Specific Performance was sent to ANTHONY S. GUIDO, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

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

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

By



Attorneys for Plaintiff

FILED

Dated: February 6, 2004

FEB 09 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED
m/9:00 AM
FEB 09 2004
K/2

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

No. 03-1424 C.D.

Type of Case:
Equity

Type of Pleading:

**ANSWER, NEW MATTER
AND COUNTERCLAIM**

Filed on behalf of:

Defendant, Katrina Christian

Counsel of Record for this
Party:

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

You are hereby notified to plead
to the within pleading within twenty
(20) days of service thereof or default
judgment may be entered against you.

Anthony S. Guido

FILED

MAR 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

:
:
:
:
:
:
:

No. 03-1424 C.D.

ANSWER AND NEW MATTER

AND NOW, comes the Defendant, KATRINA CHRISTIAN, by and through her attorneys, HANAK, GUIDO AND TALADAY, and files this Answer, New Matter and Counterclaim to the Complaint for Specific Performance filed by the Plaintiff, P. JOSEPH VALIGORSKY, II, as follows:

ANSWER

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted in part and denied in part. It is admitted that Defendant, Katrina Christian (Christian) executed said listing agreement, but it is denied that said contract granted Medred Realty Associates the exclusive right to sell said premises on behalf of Defendant Christian. To the contrary, the subject agreement authorized Medred Realty Associates to find a buyer for the subject property at a price of \$149,900 and for no other purpose.

6. Denied. Said Agreement did not designate Medred Realty Associates and all of its agents and employees as agents of Defendant Christian for the sale of the subject premises, but said real estate agency and its employees were agents for the limited purpose of finding a buyer for the subject property at a price of \$149,900 and for no other purpose. Said Agreement did not authorize the brokerage firm of Medred Realty Associates to enter into any Agreement of Sale for the subject property.

7. Denied as stated. The subject real estate firm did not undertake efforts to sell the subject property, but to find a buyer for said property at a price of \$149,900.

8. Admitted in part and denied in part. It is admitted that Defendant Christian did reject the offer made by Plaintiff prior to April 16, 2000, but denies making any counteroffer to sell the subject premises for a net price of \$75,000, with Plaintiff paying all costs of sale. Defendant Christian did not make any such counteroffer at any time to Medred Realty Associates, to Plaintiff Valigorsky, or anyone else.

9. Denied. After reasonable investigation, Defendant Christian is without knowledge or information sufficient to form a belief as to the truth of this averment to the effect that Plaintiff Valigorsky accepted the alleged counteroffer, which Defendant Christian denies making. Defendant Christian denies making said counteroffer and therefore, it is denied that Plaintiff Valigorsky accepted the counteroffer which offer Defendant Christian did not

make. Further, if Plaintiff Valigorsky communicated with Nancy Moore of Medred Realty Associates. She is an independent contractor and not an employee of Medred Realty Associates. At all times pertinent hereto, Nancy Moore was the agent of Plaintiff Valigorsky not Defendant Christian as set forth in Defendant Christian's New Matter, the allegations of which are included herein by reference thereto. Further, the Listing Agreement between Defendant Christian and Medred Realty Associates expired by its terms on April 6, 2000 and therefore Medred Realty Associates had no listing agreement with Defendant Christian on April 16, 2000. In further answers thereto, Defendant Christian incorporates by reference the answers to paragraph 5 through 8 inclusive as though fully set forth herein.

10. Denied. After reasonable investigation, Defendant Christian is without knowledge or information sufficient to form a belief as to the truth of this averment. However, it is averred that the Listing Agreement between Defendant Christian and Medred Realty Associates expired by its terms on April 6, 2000 and therefore as of April 16, 2000, Medred Realty Associates had no contractual relationship with Defendant Christian. Defendant Christian denied accepting or receiving said alleged hand money in the sum of \$10,000 which Defendant Christian believes may have been deposited on the sale of Alice Corles' one half interest to Plaintiff. Further, the answers to paragraphs 5 and 8 are incorporated herein by reference thereto as though fully set forth herein.

11. Admitted in part and denied in part. It is admitted that an alleged copy of said proposed Agreement of Sale is attached to the Complaint and is incorporated as Exhibit "B". As to the balance of the allegations, after reasonable investigation, Defendant Christian is without knowledge or information sufficient to form a belief as to the truth of this averment.

12. Admitted in part and denied in part. It is admitted that a duplicate copy of said proposed Agreement dated April 16, 2000 and signed by Plaintiff Valigorsky was mailed to Defendant Christian at her address. In further answer thereto, the answers to paragraphs 5 through 9 inclusive are incorporated herein by reference thereto as though fully set forth herein.

13. Denied. Defendant Christian did not advise Medred Realty Associates that she had signed the agreement and would be mailing it back. In further answer thereto, the answers to paragraphs 5 through 12 are incorporated by reference thereto as though fully set forth herein. As alleged, the Listing Agreement between Defendant Christian and Medred Realty Associates expired by its terms on April 6, 2000. Therefore, on April 16, 2000, there was no listing agreement in effect between Defendant Christian and Medred Realty Associates. Therefore, as of April 7, 2000, no agency relationship for any purpose existed between Medred Realty Associates and Defendant Christian.

14. Denied as stated. As previously averred, no listing agreement or other agency agreement existed between Defendant

Christian and Medred Realty Associates as of April 16, 2000. Said Listing Agreement having expired by its terms on April 6, 2000. Therefore, as of April 7, 2000, no agency agreement existed between Defendant Christian and Medred Realty Associates. In further answer thereto, it is admitted that Defendant Christian is the owner of said 5.3 acres of land.

15. Denied as stated. In answer thereto, the answer to paragraph 14 is incorporated herein by reference thereto as though fully set forth herein. In further answer thereto, Defendant Christian denies making the alleged inquiry.

16. Denied as stated. In answer thereto, the answers to paragraphs 5 and 15 are incorporated by reference thereto as though fully set forth herein.

17. It is denied that Defendant Christian agreed to sell the subject 70.25 acre parcel to Plaintiff. The reason Defendant Christian made said inquiry was due to the fact that Defendant Christian knew that her sister, Alice Corle, had agreed to sell her one-half interest in the subject 70.25 acre parcel and was further aware of the fact that said three lots were promised to Joel and Sandra Thomas, which three lots were part of the 70.25 acre parcel. In addition, it is denied that Nancy Moore or Medred Realty Associates were the agent of Defendant Christian. At all times pertinent hereto, Nancy Moore was the agent of Plaintiff Valigorsky.

18. Denied as stated. In answer thereto, the answer to No. 17 is incorporated herein by reference thereto as though fully set forth herein.

19. Denied. In answer thereto, the answer to paragraph 17 is incorporated herein by reference thereto as though fully set forth herein. It is denied that made the alleged offer to convey to Plaintiff the additional 5.3 acre parcel. It is further denied that Defendant Christian offered to sell her interest in the 70.25 acre parcel to Plaintiff Valigorsky for the price of \$37,500 including or not including the subject 5.3 acre parcel.

20. Denied. In answer thereto, the answers to paragraphs 17, 18 and 19 are incorporated herein by reference thereto as though fully set forth herein. In further answer thereto, concerning the proposal to convey to Joel and Sandra Thomas, Plaintiff Valigorsky did not agree to convey his one-half interest in and to said three lots which one-half interest Plaintiff Valigorsky acquired as agreed to acquire from Alice Corle at the same price as had been agreed upon by Defendant Christian and Alice Corle and Joel and Sandra Thomas, but instead demanded \$1,000 for his half interest in two of these lots and refused to convey one of the three lots.

21. Denied. In answer thereto, the answers to paragraphs 17, 18, 19 and 20 are incorporated herein by reference thereto as though fully set forth herein. In further answer thereto, the only agreement made by Defendant Christian was to convey her one-half interest in and to said three lots to Joel and Sandra Thomas.

Defendant Christian denies that she entered into any agreement with Plaintiff Valigorsky concerning her interest in the 70.25 acre parcel or the 5.3 acre parcel.

22. Denied. In answer thereto, the answers to paragraphs 17 through 21 inclusive are incorporated herein by reference thereto. It is further denied that Defendant Christian directed anyone, including Medred Realty Associates, or any of its alleged agents, to prepare any agreements as alleged.

23. Denied. In answer thereto, the answers to paragraphs 17 through 22 inclusive are incorporated herein by reference thereto as though fully set forth herein. Defendant Christian denies that she advised Medred Realty Associates or any of its alleged agents that she had made or signed any agreements with Plaintiff Valigorsky.

24. Denied. In answer thereto, the answers to paragraphs 17 through 23 inclusive are incorporated by reference thereto as though fully set forth herein.

25. Denied. It is admitted that Defendant Christian advised Joel and Sandra Thomas that she would convey to them her one-half interest in and to said three lots at the price they had agreed upon. However, it is denied that agreement was in any way connected with any alleged agreement with Plaintiff Valigorsky who at that time was demanding \$1,000 for his one-half interest in two of these lots, refusing to agree to sell to Joel and Sandra Thomas his interest in the three lots. In further answer thereto, the answers to paragraphs 17

through 24, inclusive, are incorporated herein by reference thereto as though fully set forth herein.

26. Denied as stated. In answer thereto the answers to paragraphs 17 through 25 are incorporated herein by reference thereto as though fully set forth herein. It is admitted that said Agreement with Joel and Sandra Thomas was prepared and was signed by Defendant Christian. The reference to the proposed sale related to the proposed agreement between Plaintiff Valigorsky and Alice Corle. Further, the word proposal means offered not concluded, which offer Defendant Christian had rejected. In any event, such reference does not comply with the mandates of the Statute of Frauds which requires that a signed agreement or memorandum contain all of the essential terms of the agreement. Further said agreement of sale with Joel and Sandra Thomas was prepared by Ervin Fennell, Esq., at the discretion of Nancy Moore who at the time was the agent of Plaintiff Valigorsky.

27. Denied. In answer thereto, the answers to paragraphs 17 through 26 are incorporated herein by reference thereto as though fully set forth herein. It is admitted that Defendant Christian did refuse to convey her interest in and to said 70.25 acre parcel to Plaintiff because she did not enter into any agreement with Plaintiff Valigorsky for said interest.

28. Admitted in part and denied in part. It is denied that Defendant Christian hired said attorney herself. Said attorney was

jointly hired by Defendant Christian, Alice Corle and Joel and Sandra Thomas. The other allegations of this paragraph are admitted.

29. It is admitted that Defendant Christian did not execute any documents to complete the alleged transaction due to the fact that Defendant Christian did not enter into any agreement Plaintiff Valigorsky to sell her interest in and to any real estate interests she owned including the 70.25 acre parcel and the 5.3 acre parcel. As to the other allegations of this paragraph, after reasonable investigation, Defendant Christian is without knowledge sufficient to form a belief as to the truth of these averment, and therefore, strict proof thereof is demanded at the trial of this matter.

30. Admitted.

31. Denied. In answer thereto, the answers to paragraphs 17 through 29 inclusive are incorporated herein by reference thereto as though fully set forth herein.

32. Denied. In answer thereto, the answers to paragraphs 17 through 29 inclusive are incorporated herein by reference thereto as though fully set forth herein.

33. Admitted.

34. Denied. It is admitted that Plaintiff Valigorsky executed a deed conveying his interest in the subject three lots to Joel and Sandra Thomas. However, that deed was not executed and delivered until January 29, 2004, a mere five days prior to Plaintiff Valigorsky signing the Verification attached to the Amended Complaint. Copy of said deed is attached hereto, incorporated by

reference and marked Exhibit "B". Said deed was not executed and delivered in furtherance of any obligations under any alleged agreement but for purposes of this legal action and in furtherance of a scheme by Plaintiff Valigorsky and Nancy Moore to deprive Defendant Christian of her property interest in and to the 70.25 acre and 5.3 acre parcels for a fraction of the fair market value, as set forth in Defendant Christian' New Matter, the allegations of which are incorporated herein by reference thereto.

35. Denied. In answer thereto, the answers to paragraphs 5 through 34, inclusive, are incorporated herein by reference thereto as though fully set forth herein. In further answer thereto, Defendant Christian did not enter into any agreements with Plaintiff, Valigorsky for said parcels of land, amended or otherwise.

36. Denied. In answer thereto, the answers to paragraphs 5 through 34 are incorporated herein by reference thereto as though fully set forth herein. The alleged agent, Nancy Moore, was not the agent of Defendant Christian, but the agent of Plaintiff Valigorsky at all pertinent times. Further, Defendant Christian did not authorize the alleged agent Nancy Moore or anyone else to prepare any agreement between Plaintiff Valigorsky and Defendant Christian.

37. Denied. In answer thereto, the answers to paragraphs 5 through 36 inclusive are incorporated herein by reference thereto as though fully set forth herein.

38. Denied. In answer thereto, the answers to paragraphs 5 through 36 are incorporated herein by reference thereto

38. Denied. In answer thereto, the answers to paragraphs 5 through 36 are incorporated herein by reference thereto as though fully set forth herein. In further answer thereto, defendant Christian has not affirmed the existence of any agreement, oral or written, between Plaintiff Valigorsky and Defendant Christian since there was absolutely no agreement between them as to said parcels of land.

WHEREFORE, Defendant Christian demands that Plaintiff Valigorsky's Complaint be dismissed.

NEW MATTER

39. Defendant Christian incorporates by reference all of the allegations of her Answer, paragraphs 1 through 38, as though fully set forth herein.

40. At all times pertinent in this case, Plaintiff Valigorsky has been and continues to be the husband of his attorney, Toni M. Cherry, Esq.

41. At all times pertinent in this case, the alleged agent, Nancy Moore, has had and continues to have a close personal and business relationship with Plaintiff Valigorsky and his wife, Attorney Toni Cherry.

42. At all times pertinent hereto, Nancy Moore was not an agent of Medred Realty Associates, but was an independent contractor.

43. At all times pertinent hereto, Nancy Moore was the agent of Plaintiff Valigorsky, not Defendant Christian, which agent and Plaintiff Valigorsky engaged in a scheme to deprive the Plaintiff of her property at a fraction of its fair market value.

44. The Listing Agreement between Katrina Christian and Alice Corle and Medred Realty Associates, copy of which is attached hereto and marked Exhibit "A", expired by its terms on April 6, 2000. Any provisions of said Agreement purporting to extend the term of said Agreement or to extend it beyond a term of one year is illegal and contrary to the provisions of the statutory provisions governing brokers and brokerage agreement titled Professions & Occupations.

45. As a result of the expiration of said Agreement, on April 6, 2000, there was no contractual arrangement or agency relationship between Medred Realty Associates and Katrina Christian with regard to the 70.25 acre parcel after April 6, 2000.

46. Plaintiff Valigorsky, Nancy Moore nor Plaintiff's wife attorney advised Defendant Christian that they enjoyed a close personal and business relationship to the prejudice of Defendant Christian.

47. When Defendant Christian listed said property for sale with Medred Realty Associates, Raymond Medred, the principal of Medred Realty Associates, valued the property at \$149,900.00.

48. With the knowledge of Plaintiff Valigorsky and his wife, Attorney Toni Cherry, Nancy Moore attempted to convince

Defendant Christian to sell said 70.25 acre parcel to Plaintiff Valigorsky at a price for less than the property's fair market value..

49. At no time pertinent to this case did Plaintiff Valigorsky or Nancy Moore advise Defendant Christian that Nancy Moore was acting on behalf of Plaintiff Valigorsky.

50. The alleged agreement or agreements (which Defendant Christian denies making) on which Plaintiff Valigorsky brings this action against Defendant Christian were oral in nature. Plaintiff has not attached to his Complaint a copy of any written agreement or a written memorandum of any such alleged agreement executed by Defendant Christian, and it is averred that there is no such written memorandum or written contract.

51. The alleged agreement or agreements on which the Plaintiff brings this action is governed by the Statute of Frauds which requires that any agreement for the sale of real estate must be in writing. Any oral agreement for the sale of real estate is unenforceable.

52. Because there is no such written memorandum or agreement in writing, which contain all of the essential elements of the sale, executed by Defendant Christian, the provisions of the Statute of Frauds have not been complied with in respect to the alleged oral contract, and as a consequence, Plaintiff's cause of action on the alleged oral contract is unenforceable pursuant to the provisions of the Statute of Frauds.

53. The alleged oral agreement does not fall within any exceptions to the Statute of Frauds. Defendant Christian did not enter into any agreements oral or written with Plaintiff Valigorsky with regard to said 70.25 acre parcel and/or the 5.3 acre parcel.

54. The Listing Contract which Katrina Christian executed with Medred Realty Associates, which is attached to this Answer and New Matter as Exhibit "A", does not authorize Medred Realty Associates or any of its agents to enter into any agreements of sale covering the property which is the subject of said Agreement.

55. Pursuant to the terms of said Listing Agreement, the only authority granted to Medred Realty Associates was to find a buyer for the property for consideration of \$149,900.00. As a consequence, Medred Realty Associates (nor any of its agents) had any other authority.

56. Defendant Christian did not enter any agreements oral or otherwise with Plaintiff Valigorsky for the sale of any interest she may have in the subject 70.25 acre parcel or the 5.3 acre parcel.

57. As provided by §455.606(b) of Title 63, Professions and Occupations (63 P.S. 455.606b), the duty of a broker such as Medred Realty Associates is to find a buyer for the property in accordance with the terms of the listing agreement. There is no written agreement or memorandum executed by Defendant Christian which would authorize Medred Realty Associates to enter any agreements written or oral for the sale of Defendant Christian's interest in said parcel of land.

58. At no time did Plaintiff Valigorsky tender to Defendant payment of the purchase price pursuant to the alleged terms of said alleged oral agreement on which Plaintiff brings this action. Defendant Christian did not enter into any such agreement.

59. Previous to this action, Plaintiff instituted an action in Partition on said 70.25 acre parcel to No. 02-45 CD. In said action, Plaintiff Valigorsky did not allege that he had any ownership interest in and to said one-half interest owned by Defendant Christian, and as a consequence he is barred from asserting that he had any agreement to require said parcel of land.

WHEREFORE, Defendant Christian respectfully requests that Plaintiff's Complaint be dismissed.

COUNTERCLAIM I

60. Defendant Christian incorporates by reference all of the allegations of her Answer, paragraphs 1 through 38, and the allegations of her New Matter, paragraphs 39 through 59, inclusive, as though fully set forth herein.

61. The alleged oral Agreement which is the subject of Plaintiff Valigorsky's Complaint is clearly unenforceable by the applicable provisions of the Statute of Frauds even if such an alleged oral contract was made.

62. As a consequence, Plaintiff Valigorsky is guilty of bad faith, obdurate or vexatious conduct in bringing this action despite the fact that the alleged oral agreement is unenforceable pursuant to the

provisions of the Statute of Frauds even if made, which Defendant Christian denies making.

63. As a consequence, Defendant Christian claims reasonable attorney's fees and costs pursuant to §2503 of the Act of 1976, July 9, P.L. 586, No. 142 §2, effective June 27, 1978 (42 P.S. §2503).

COUNTERCLAIM II

64. After Plaintiff Valigorsky acquired the one-half interest of Alice Corle in and to 70.25 acre parcel, Plaintiff Valigorsky dumped upon said property construction and building waste materials without the consent of Defendant Christian and which was in violation of the rules and regulations of the Pennsylvania Department of Environmental Protection.

65. In addition, Plaintiff Valigorsky stored machinery and equipment on said property without the consent of Defendant Christian.

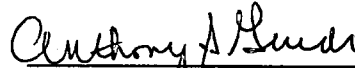
66. Defendant Christian demands damages from Plaintiff Valigorsky equal to reasonable cost of removing said construction and building waste materials as well as said equipment from said property.

67. A jury trial is demanded.

WHEREFORE, Defendant Christian respectfully requests that Plaintiff's Complaint be dismissed and that Defendant Christian be awarded reasonable attorney's fees and costs pursuant to §2503 of the

Act of 1976 (42 P. S. 2503) together with judgment against Plaintiff Valigorsky equal to the reasonable cost of removing said construction and building waste materials as well as said equipment from said property.

Respectfully submitted,

Handwritten signature of Anthony S. Guido in cursive script.

Anthony S. Guido
Attorney for Defendant,
Katrina Christian

VERIFICATION

I, KATRINA CHRISTIAN, verify that the statements in the foregoing Answer, New Matter and Counterclaim are true and correct to the best of my knowledge, information and belief.

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

Date: 2.21.2004

Katrina Christian
Katrina Christian

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

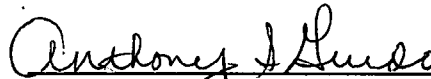
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No. 03-1424 C.D.

CERTIFICATE OF SERVICE

I do hereby certify that on the 2nd day of March, 2004,
a true and correct copy of Defendant's ANSWER, NEW MATTER and
COUNTERCLAIM was served upon the following by first class mail,
postage prepaid, to:

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


Anthony S. Guido
Attorney for Defendant

4-01782

LISTING CONTRACT EXCLUSIVE RIGHT TO SELL REAL PROPERTY

Residential
XL6-3

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

1. **SELLER** (list all Owners) Christine Vantassel Alice Vantassel SS# 196-80-8416
 Name Christine Vantassel Alice Vantassel
 Mailing Address 465 (corner) 1st & 1st St. And Hill 11155117-3511
 Phone Number 651-488-1487
 Name Alex Vantassel Alice Marie SS# 248-76-7813
 Mailing Address 1505 Astor St. Bensdorf SC 29902
 Phone Number 843-572-522-0714
 If there are other owners, give names, addresses, phone numbers, and social security numbers on an additional sheet.
2. **BROKER**
 Broker is Medred Realty Associates
 Address RR #8 Box 22 DuBois, PA 15801
 Phone Number (814) 375-4663
 Salesperson is Nancy E. Moore who works for the Broker.
3. **PROPERTY**
 Address Eighth Street Ext. (VanTassel Road) 25 a
 Municipality (city, borough, township) City of DuBois and Sandy Township
 County Clearfield School District DuBois
 Zoning and Present Use Vacant land (3 zoning districts) see addendum #1
 Salesperson: Complete
 Identification Number (For example, tax identification number, parcel number, deed book, page, recording date) See addendum #1
4. **LISTED PRICE** \$ 149,900
5. **STARTING AND ENDING DATES OF LISTING CONTRACT** (also called "Term")
 A. No Association of REALTORS® has set or recommended the term of this contract. By law, the length or term of a listing contract may not exceed one year. Seller and Broker have discussed and agreed upon the length or term of this contract.
 B. **Starting Date:** This Contract starts when signed by the Seller and Salesperson or Broker.
 C. **Ending Date:** This Contract ends on April 6, 2000 unless Seller is negotiating a sale. In that case, the Broker will continue to represent the Seller until negotiations end.
6. **BROKER'S DUTY** Seller is hiring Broker to find a buyer for the Property. During the length or term of this Contract, Seller will not hire any other broker to sell the Property.
7. **BROKER'S FEE**
 A. No Association of REALTORS® has set or recommended the Broker's Fee. Seller and Broker have negotiated the fee that Seller will pay Broker.
 B. The Broker's Fee is 10% of/from the sale price and paid by Seller. Salesperson has explained Broker's company policies about cooperating with other brokers. Seller and Broker agree that Broker will pay from Broker's Fee:
 (1) A fee to another broker (SUBAGENT), who represents the Seller.
☐ No ☒ Yes If Yes, amount: 4.2% of/from the sale price.
 (2) A fee to another broker (BUYER'S AGENT), who represents a buyer.
☐ No ☐ Yes If Yes, amount: _____ of/from the sale price.
8. **PAYMENT OF BROKER'S FEE**
 A. Seller must pay Broker's Fee if Property is sold or exchanged during the length or term of this Contract by Broker, Broker's agents, Seller, or by any other person or broker, at the listed price or any price acceptable to Seller.
 B. Broker will earn Broker's Fee after the Ending Date of this Contract IF:
 (1) A sale occurs within 90 days of the Ending Date, AND
 (2) The buyer was shown or negotiated to buy the Property during the term of this contract.
 Seller will not owe Broker's Fee if the Property is listed under an "exclusive right to sell contract" with another broker at the time of the sale.
9. **BROKER'S FEE IF SALE DOES NOT OCCUR**
 A. Seller must pay Broker's Fee if a ready, willing, and able buyer is found by Broker or by anyone, including Seller. A willing buyer is one who will pay the listed price or more for the Property.
 B. If the Property or any part of it is taken by any government for public use (Eminent Domain), Seller must pay Broker _____ of/from any money paid by the government.
 C. If a buyer signs an agreement of sale then refuses to buy the Property, or if a buyer is unable to buy because of failing to do all the things required of the buyer in the agreement of sale, Seller must pay Broker:
 (1) 50% of/from buyer's deposit monies,
 OR
 (2) the Broker's Fee in Paragraph 7B, whichever is less.
10. **SETTLEMENT AND POSSESSION**
 A. Preferred Settlement Date: closing
 B. Seller will give possession of the Property to Buyer at settlement or on _____
 C. (1) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract.
 (2) If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and tenant's responsibilities.
 (3) Seller will not enter into or renew any lease during the term of this Contract except as follows: _____

Seller's Initials AC, ACEXHIBIT "A"
Page 1 of 3Broker's/Salesperson's Initials NEMPennsylvania Association of
REALTORS®COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1996
COPIES: WHITE-SELLER; BLUE-_____; YELLOW-SALESPERSON

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17-ET 5007-ET-170

11. TAXES AND ASSOCIATION FEES

A. At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes.

B. Real Estate Property Tax Assessment \$ _____

Yearly Taxes \$ 933.15 199 township

Trash \$ _____

Water \$ _____

Wage/Income Tax _____

Per Capita Tax \$ _____

C. Association Fees \$ _____

Association Fees Include: _____

D. Other _____

12. TITLE

A. At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:

(1) Mineral Rights Agreements _____

(2) Other _____

B. Seller has:

☐ Yes ☒ No

Mortgage with _____

Amount of balance \$ _____

☐ Yes ☒ No

Equity loan with _____

Amount of balance \$ _____

☐ Yes ☒ No

Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from the lender.

☐ Yes ☒ No

Past Due Taxes _____

Amount owed \$ _____

☐ Yes ☒ No

Judgments _____

Amount \$ _____

Type _____

☐ Yes ☒ No

Municipal Assessments _____

Amount \$ _____

☐ Yes ☒ No

Other _____

Amount \$ _____

13. BUYER FINANCING

Seller will accept the following arrangements for buyer to pay for the Property

☒ Cash

☐ Buyer will apply for a mortgage. Type(s) of mortgages acceptable to Seller are:

☒ Yes ☐ No Conventional

☐ Yes ☐ No FHA

☐ Yes ☐ No VA

☐ Yes ☐ No

☐ Seller's help to buyer (if any): _____

14. MULTIPLE LISTING SERVICE (MLS) (Complete if Broker is a member of an MLS)

☐ Broker will use a Multiple Listing Service to advertise the Property to other real estate salespersons, who can tell their clients and customers about it. Seller agrees that the MLS, the Broker, and the Salesperson are not responsible for mistakes in the MLS description of the Property.

☐ Broker will not use a Multiple Listing Service to advertise the Property to other real estate salespersons.

15. PUBLICATION OF SALE PRICE

A. Seller is aware that newspapers may publish the final sale price after settlement.

B. Seller will allow publishing of the sale price after Seller accepts an Agreement of Sale.

☐ Yes ☒ No

16. SIGNS & KEYS Seller allows (where permitted):

☒ Yes ☐ No Sale Sign

☒ Yes ☐ No Sold Sign

☐ Yes ☐ No Key in Office

☐ Yes ☐ No Lock Box

☐ Yes ☐ No

17. ITEMS INCLUDED IN THE PRICE OF THE PROPERTY

The following items are included in the purchase and price of the Property:

(1) _____

(2) ☒ See attached sheet for additional items included in the sale.

18. ITEMS NOT INCLUDED IN THE PRICE OF THE PROPERTY

The following items are not included in the purchase and price of the Property:

(1) _____

(2) Items rented by the Seller.

(3) ☐ See attached sheet for additional items not included in the sale.

19. SELLER MUST REVEAL DEFECTS AND ENVIRONMENTAL HAZARDS

Seller must tell Salesperson, Broker, and any interested buyers about any known material defects or environmental hazards in or on the Property. A material defect is a problem or condition that:

(1) is a possible danger to those living in the Property or

(2) might affect a reasonable buyer's decision to buy it.

A. If Seller fails to tell of known material defects and environmental hazards:

(1) Seller will not hold Broker or Salesperson responsible in any way;

(2) Seller will protect Salesperson and Broker from any claims, lawsuits, and actions that result;

(3) Seller will pay all of Broker's and Salesperson's costs that result. This includes attorney fees and court-ordered payments or settlements (money Broker or Salesperson pays to end a lawsuit or claim).

B. ☐ Seller has noted all known material defects and environmental hazards on a separate disclosure statement.

☐ Seller has noted known material defects and environmental hazards on a separate disclosure statement and also notes the following defects: _____

☐ Seller knows of no material defects and conditions.

☐ Seller knows of no environmental hazards.

20. IF PROPERTY WAS BUILT BEFORE 1978

The Residential Lead-Based Paint Hazard Reduction Act says that any Seller of property built before 1978 must give the Buyer an EPA pamphlet titled *Protect Your Family from Lead in Your Home*. The Seller also must tell the Buyer and the Broker what the Seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the Buyer how the Seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information Seller knows about lead-based paint and lead-based paint hazards on the property. Any Seller of a pre-1978 structure must also give the Buyer any records and reports that the Seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a Seller must give a Buyer 10 days (unless Seller and Buyer agree to a different period of time) from the time an Agreement of Sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If Buyer chooses not to have the assessment or inspection, Buyer must inform the Seller in writing of the choice. The Act does not require the Seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

21. DEPOSIT MONEY

- A. Broker, or any person Seller and the buyer name in the Agreement of Sale, will keep all deposit monies paid by or for the buyer in an escrow account. This escrow account will be held as required by real estate licensing laws and regulations until the sale or exchange of the Property is final. Seller agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.
- B. If Seller joins Salesperson or Broker in a lawsuit for the return of deposit monies, Seller will pay Salesperson's and Broker's attorney's fees and costs.

22. RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658.

23. TRANSFER OF THIS CONTRACT

- A. Seller agrees that Broker may transfer this Contract to another real estate broker when:

- (1) Broker stops doing business,
- (2) Broker forms a new real estate business,
- (3) Broker joins his business with another, or
- (4) Other

Broker will notify Seller immediately in writing when a transfer occurs or Broker will lose the right to transfer this Contract. Seller will follow all requirements of this Contract with the new broker.

- B. Should Seller give or transfer the Property, or an ownership interest in it, to anyone during the term of this Contract, all owners must follow the requirements of this Contract.

24. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA

Federal and state laws make it illegal for Seller, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN or USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

25. NO OTHER CONTRACTS

Seller will not enter into another listing agreement with another broker that begins before the Ending Date of this Contract.

26. ADDITIONAL OFFERS

ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

27. CONFIDENTIALITY

Salesperson and Broker will not tell any private (confidential) information given to them by Seller during the term of this Contract. Private information means information that Seller gives to Salesperson or Broker which Seller does not want any buyers to know. Salesperson and Broker will continue to keep the information confidential after this Contract ends.

NOTE: Seller must always tell of material defects or conditions.

28. ENTIRE CONTRACT

This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part of this Contract.

29. CHANGES TO THIS CONTRACT Requirements for any change to this Listing Contract:

- (1) All changes must be in writing AND
- (2) Signed by all the parties: Seller and Salesperson or Broker.

30. NOTICE BEFORE SIGNING

THIS LISTING AGREEMENT IS A LEGAL CONTRACT. IF SELLER HAS LEGAL QUESTIONS ABOUT THIS CONTRACT, SELLER IS ADVISED TO TALK TO A LAWYER.

SELLER
SELLER
SELLER

Kathleen Christian
Ellen Henderson Core

All Sellers must sign this Contract.

DATE 4-16-99
DATE 4/16-99
DATE

BROKER (Company Name) Medred Realty Associates

ACCEPTED BY Nancy Moore
(signature of Broker or Salesperson)

DATE 5/13/99

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

*RETURN DOCUMENT TO:

DAVID P. KING
23 BEAVER DRIVE
P.O. BOX 1016
DUBOIS, PA 15801

Instrument Number - 200401795
Recorded On 2/5/2004 At 12:23:20 PM
* Instrument Type - DEED
* Total Pages - 5
Invoice Number - 105355
* Grantor - VALIGORSKY, P JOSEPH II
* Grantee - THOMAS, JOEL W SR
* Customer - KING, DAVID P.

* FEES
RECORDING FEES - \$13.00
RECORDER
COUNTY IMPROVEMENT FUND \$2.00
RECORDER IMPROVEMENT \$3.00
FUND
JCS/ACCESS TO JUSTICE \$10.00
STATE TRANSFER TAX \$2.25
STATE WRIT TAX \$0.50
SANDY TOWNSHIP \$1.12
DUBOIS AREA SCHOOLS \$1.13
TOTAL \$33.00

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - (information denoted by an asterisk may change during the verification process and may not be reflected on this page.)

QUIT-CLAIM DEED

THIS INDENTURE,

MADE the Twenty-ninth (29th) day of January,
in the year two thousand four (2004)

**BETWEEN P. JOSEPH VALIGORSKY, II, of the City of DuBois, Clearfield County,
Pennsylvania, GRANTOR, Party of the First Part;**

A
N
D

**JOEL W. THOMAS, SR., and SANDRA D. THOMAS, husband and wife, of the Township of
Sandy, Clearfield County, Pennsylvania, as Tenants by the Entireties, GRANTEES, Parties of
the Second Part;**

**WITNESSETH, that in consideration of the sum of--ONE and 00/100-----
-----(\$1.00)-----Dollar,
receipt whereof is hereby acknowledged, the said Grantor does hereby release and quit claim to
the said Grantees,**

**ALL of the Grantor's right, title and undivided 50th interest in and to those certain pieces,
parcels or tracts of land situate, lying and being in Sandy Township, Clearfield County,
Pennsylvania, being bounded and described as follows, to wit:**

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

**BEING a portion of the premises described in the Deed from Alexander R. VanTassel, et ux.,
to Alice H. Corle and Katrina Christian, dated January 13, 2000, and recorded on January 24,**

N.T.S.

2000, in the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200001093.

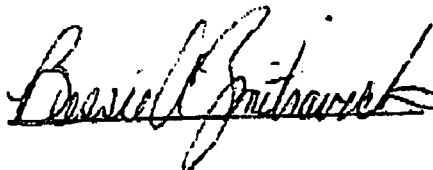
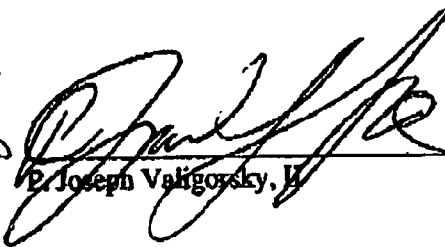
The intention of this Deed is to remise, quit claim and release unto the Grantees herein all of the interest of P. Joseph Valigorsky, II, in the above-described lots conveyed to him by Deed of Alice H. Corle, widow, dated October 4, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, on October 12, 2000, as Instrument No. 200015304.

This Deed is further executed to satisfy the terms of the Agreement of Sale entered into between Alice H. Corle, widow, and Katrina Christian, single, sellers, and Joel W. Thomas, Sr., and Sandra D. Thomas, husband and wife, buyers, on August 7, 2000, by which sellers agreed to convey to buyers, the Grantees herein, all of the sellers' interest in Lots 2, 4 and 82, Section 1, of the Meadowbrook Estates Subdivision. The lots to be conveyed were specifically described as being excepted and reserved from a larger parcel of land which the sellers, Alice H. Corle, widow, and Katrina Christian, single, agreed to convey to P. Joseph Valigorsky, II.

The parties to this Deed acknowledge and agree that the real consideration for this Deed is the sum of TWO HUNDRED TWENTY-FIVE DOLLARS (\$225.00) payable to Alice H. Corle, widow, by Grantees upon receipt of said Deed in accordance with the terms of the Agreement of Sale, dated August 7, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015417, on October 16, 2000; the interest of the said Katrina Christian in said lots having been previously conveyed to the Grantees herein by Deed dated October 24, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015970, on October 25, 2000.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the
day and year first above written.

Sealed and delivered
in the presence of:

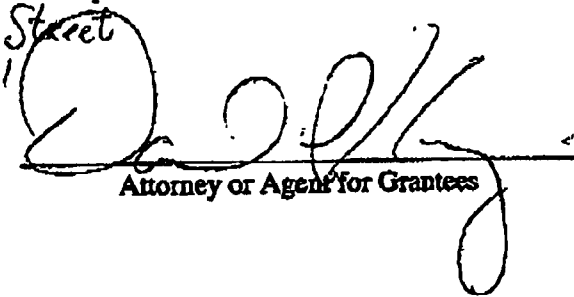
  (SEAL)
P. Joseph Valigorsky, II

It is hereby certified in compliance with the Pennsylvania Realty Transfer Tax
Act that the full value of the within conveyance is \$225.00.


David P. King, Esquire

CERTIFICATE OF RESIDENCE

I hereby certify that the correct address and place of residence of the Grantees herein is
as follows: 350 South Eighth Street
Du Bois, PA 15801


Attorney or Agent for Grantees

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF CLEARFIELD

On this, the 29th day of January, 2004, before me, a Notary Public, personally appeared
P. JOSEPH VALIGORSKY, II, known to me (or satisfactorily proven) to be the person whose
name is subscribed to the within instrument and acknowledged that he executed the same for
the purposes therein contained.

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


Notary Public
My commission expires: September 16, 2005

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



FILED 1cc
MAR 10 3 34 PM '04
MAR 03 2004
Anty Guido
William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

No. 03-1424 C.D.

Type of Case:
Equity

Type of Pleading:

NOTICE OF SERVICE

Filed on behalf of:

DEFENDANT

Counsel of Record for this
Party:

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

FILED

MAR 11 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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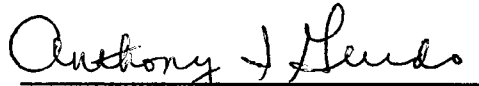
No. 03-1424 C.D.

**NOTICE OF SERVICE OF REQUEST FOR
PRODUCTION OF DOCUMENTS**

This is to certify that on the 9th day of March, 2004, I mailed an original and two copies of Defendant's Request for Production of Documents, by first class mail, postage prepaid, to:

P. Joseph Valigorsky, II
c/o Toni M. Cherry, Esq.
Gleason, Cherry and Cherry
P. O. Box 505
DuBois, PA 15801

HANAK, GUIDO AND TALADAY, by:



Anthony S. Guido
Attorney for Defendant

FILED

NO

M/10:50 AM

CC

MAR 11 2004

~~CC~~

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

: No. 03 - 1424 C.D.
:
: TYPE OF CASE: IN EQUITY
:
: TYPE OF PLEADING: PRELIMINARY
: OBJECTIONS TO DEFENDANT'S NEW
: MATTER AND COUNTERCLAIM
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS PARTY:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
:
: (814) 371-5800

FILED

MAR 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II, :
Plaintiff :
vs. : No. 03 - 1424 C.D.
KATRINA CHRISTIAN, : IN EQUITY
Defendant :

**PLAINTIFF'S PRELIMINARY OBJECTIONS TO
DEFENDANT'S NEW MATTER AND COUNTERCLAIM**

Plaintiff, P. JOSEPH VALIGORSKY, II, by and through his attorneys, GLEASON,
CHERRY AND CHERRY, L.L.P., preliminarily objects to Defendant's New Matter and
Counterclaim as follows:

**I. Preliminary Objection to Inclusion of Scandalous and
Impertinent Matter Under Pa. R.C.P. 1028(a)(2)**

1. Plaintiff filed the above-captioned action requesting specific performance to compel
Defendant to perform a contract to sell him premises situate partly in the Township of Sandy
and partly in the City of DuBois and more fully described in Plaintiff's Complaint and,
thereafter, in his Amended Complaint.

2. That defenses to actions for specific performance include: impossibility of
performance; impracticability of enforcement; non-fulfillment of conditions of the contract;
performance or tender thereof by the Defendant; inequity or hardship; and prior adjudication.

3. That in Defendant's New Matter, she makes the following allegations:

40. At all times pertinent in this case, Plaintiff Valigorsky has been and continues to be the husband of his attorney, Toni M. Cherry, Esq.

41. At all times pertinent in this case, the alleged agent, Nancy Moore, has had and continues to have a close personal and business relationship with Plaintiff Valigorsky and his wife, Attorney Toni Cherry.

42. At all times pertinent hereto, Nancy Moore was not an agent of Medred Realty Associates, but was an independent contractor.

43. At all times pertinent hereto, Nancy Moore was the agent of Plaintiff Valigorsky, not Defendant Christian, which agent and Plaintiff Valigorsky engaged in a scheme to deprive the Plaintiff [sic] of her property at a fraction of its fair market value.

46. Plaintiff Valigorsky, Nancy Moore nor Plaintiff's wife attorney advised Defendant Christian that they enjoyed a close personal and business relationship to the prejudice of Defendant Christian. ...

48. With the knowledge of Plaintiff Valigorsky and his wife, Attorney Toni Cherry, Nancy Moore attempted to convince Defendant Christian to sell said 70.25 acre parcel to Plaintiff Valigorsky at a price for less than the property's fair market value.

49. At no time pertinent to this case did Plaintiff Valigorsky or Nancy Moore advise Defendant Christian that Nancy Moore was acting on behalf of Plaintiff Valigorsky.

4. That Paragraph 2 of the Listing Contract that Defendant attached to her New Matter and Counterclaim and incorporated therein as Exhibit "A" not only lists Medred Realty Associates as the broker for Defendant but specifically names Nancy E. Moore as the "salesperson" and further alleges that she "works for the Broker".

5. That on December 29, 2003, at the hearing held before Your Honorable Court on Defendant's Motion for Removal of Counsel, Your Honorable Court heard uncontradicted evidence that neither Paula M. Cherry nor Toni M. Cherry were involved in any aspect of

Plaintiff's negotiations and had not been informed of the same until after an agreement had been reached between Plaintiff and Defendant.

6. That the allegations set forth in the foregoing paragraphs are irrelevant, immaterial and inappropriate to a defense of the cause of action asserted in Plaintiff's Complaint against Defendant, are in violation of the pleading requirements of Pa. R.C.P. 1019 and, accordingly, are impertinent.

7. That the foregoing allegations are unnecessary allegations that bear cruelly on the moral character of not only Plaintiff but Plaintiff's lawyer and Defendant's agent, are contrary to good manners, unbecoming to the dignity of the Court and charge Plaintiff, Plaintiff's attorney and Defendant's agent with wrongdoing that Defendant knows she cannot prove because the allegations are untrue and which, even if they were true, are not necessary to be shown in this action as they do not bear on her defense.

8. For the reasons set forth in Paragraph 7, the allegations in the above-mentioned paragraphs of Defendant's New Matter are scandalous.

9. In Paragraph 59 of her New Matter, Defendant makes the following allegation:

Previous to this action, Plaintiff instituted an action in partition on said 70.25 acre parcel to No. 02-45 CD. In said action, Plaintiff Valigorsky did not allege that he had any ownership interest in and to said one-half interest owned by Defendant Christian, and as a consequence he is barred from asserting that he had any agreement to require said parcel of land.

10. That Defendant previously raised the same assertion in Preliminary Objections and Your Honorable Court resolved that matter by requiring that the action filed to No. 02-45 C.D. be discontinued and said action has been discontinued.

11. That the allegations set forth in Paragraph 59 and as they are incorporated in Paragraph 60 of Defendant's Counterclaim are irrelevant, immaterial and inappropriate to any defense of the cause of action asserted by Plaintiff against Defendant, do not, in fact, exist to bar any action by Plaintiff because said action has been discontinued, are in violation of the pleading requirements of Pa. R.C.P. 1019 and, accordingly, are impertinent.

WHEREFORE, Plaintiff respectfully requests that Paragraphs 40, 41, 42, 43, 46, 48, 49 and 59 of Defendant's New Matter and Paragraph 60 of Defendant's Counterclaim I incorporating the foregoing allegations therein be stricken.

**II. Preliminary Objection to Defendant's Counterclaim I Raising
Legal Insufficiency of a Pleading (Demurrer) Under Pa. R.C.P. 1028(a)(4)**

12. That Defendant's Counterclaim I seeks an award of counsel fees and costs against Plaintiff on the grounds that Plaintiff is guilty of bad faith, obdurate or vexatious conduct in bringing an action for specific performance based on an alleged oral agreement.

13. That in her New Matter, Defendant has raised the statute of frauds and in her Counterclaim I has based her claim for counsel fees on the fact that she has raised an affirmative defense.

14. That a plaintiff bears the burden of establishing his right to specific performance when a defendant raises the statute of frauds by showing that the conveyance is somehow outside of the statute but the mere bringing of the action does not constitute bad faith, obdurate or vexatious conduct entitling Defendant to an award of counsel fees and/or costs.

15. That Defendant's Counterclaim I fails to state a claim against Plaintiff upon which relief can be granted.

WHEREFORE, Plaintiff respectfully requests Your Honorable Court to grant his Preliminary Objection by way of demurrer and to dismiss Defendant's Counterclaim I.

**III. Preliminary Objection to Defendant's Counterclaim II Raising
Legal Insufficiency of a Pleading (Demurrer) Under Pa. R.C.P. 1028(a)(4)**

16. That Defendant's Counterclaim II asserts a claim for damages against Plaintiff because of equipment brought upon the property by Plaintiff and work done on said property by Plaintiff.

17. That entry upon the premises by one claiming the right of ownership thereof and work done thereon and money spent in development thereof are all evidence of that party's right and entitlement to specific performance and cannot form a basis for a cause of action against that party in the event that the claim for specific performance fails.

18. That in the event that Plaintiff's claim for specific performance fails, he remains an owner of the premises because of the interest he received therein from Defendant's tenant in common, Alice Corle.

19. That Defendant cannot maintain a cause of action against a tenant in common for that tenant's use of the premises.

20. That Defendant's Counterclaim II fails to state a cause of action against Plaintiff upon which relief can be granted.

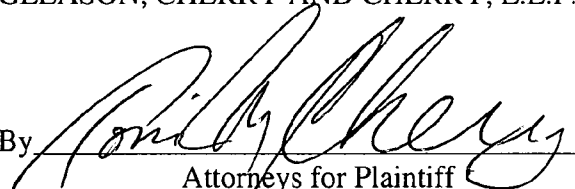
WHEREFORE, Plaintiff respectfully requests Your Honorable Court to grant his

Preliminary Objections by way of demurrer and to dismiss Defendant's Counterclaim II.

Respectfully submitted,

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

By



Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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: No. 03 - 1424 C.D.
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: IN EQUITY
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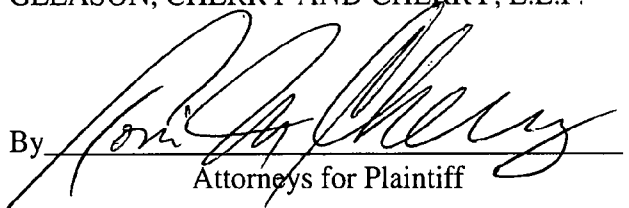
CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of March, 2004, a certified copy of Plaintiff's Preliminary Objections to Defendant's New Matter and Counterclaim was sent to ANTHONY S. GUIDO, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

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

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

By


Attorneys for Plaintiff

Dated: March 23, 2004

FILED

3cc

012:10 ~~del~~
MAR 23 2004

W. T. Cherry
~~W. T. Cherry~~

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

No. 03-1424 C.D.

Type of Case:
Equity

Type of Pleading:

**MOTION TO
COMPEL DISCOVERY**

Filed on behalf of:

Defendant, Katrina Christian

Counsel of Record for this
Party:

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

FILED

APR 15 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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No. 03-1424 C.D.

MOTION TO COMPEL DISCOVERY

AND NOW, comes the Defendant, Katrina Christian, by and through her attorneys, Hanak, Guido and Taladay, and hereby requests this Honorable Court to compel discovery averring as follows:

1. On March 9, 2004, Requests for Production of Documents were served upon the Plaintiff, P. Joseph Valigorsky, II. A copy of the Notice of Service is attached hereto and marked as Exhibit "A".

2. To date, the above said Plaintiff, P. Joseph Valigorsky, II, has failed to respond to the above discovery requests.

3. Defendant, Katrina Christian, requests this Honorable Court to issue an order compelling counsel for the above Plaintiff, P. Joseph Valigorsky, II, to provide full and complete

discovery responses within 15 days of the date of this Order, upon failure of which the Court may impose further sanctions.

WHEREFORE, it is respectfully requested that this Motion to Compel Discovery be granted.

Anthony S. Guido
Anthony S. Guido
Attorney for Defendant

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

No. 03-1424 C.D.

Type of Case:
Equity

Type of Pleading:

NOTICE OF SERVICE

Filed on behalf of:

DEFENDANT

Counsel of Record for this
Party:

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

FILED
105
MAR 11 2004
William A. Shaw
Prothonotary/Clerk of Courts

EXHIBIT "A"

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

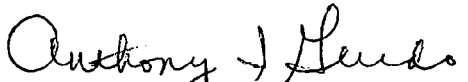
No. 03-1424 C.D.

**NOTICE OF SERVICE OF REQUEST FOR
PRODUCTION OF DOCUMENTS**

This is to certify that on the 9th day of March, 2004, I mailed an original and two copies of Defendant's Request for Production of Documents, by first class mail, postage prepaid, to:

P. Joseph Valigorsky, II
c/o Toni M. Cherry, Esq.
Gleason, Cherry and Cherry
P. O. Box 505
DuBois, PA 15801

HANAK, GUIDO AND TALADAY, by:



Anthony S. Guido
Attorney for Defendant

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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No. 03-1424 C.D.

ORDER OF COURT

AND NOW, this ____ day of _____, 2004, upon
consideration of Defendant's Motion to Compel Discovery,

IT IS HEREBY ORDERED AND DECREED that the Motion
is granted. Plaintiff, P. Joseph Valigorsky, II, shall forthwith produce
and supply full and complete discovery responses within 15 days of
the date of this Order. In the event that the above Plaintiff fails to
abide by this Order, this Court may upon further Petition of Defendant,
impose appropriate sanctions.

BY THE COURT:

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

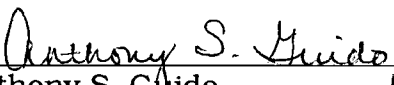
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No. 03-1424 C.D.

CERTIFICATE OF SERVICE

I do hereby certify that on the 14th day of April, 2004, a
true and correct copy of Defendant's Motion to Compel Discovery was
served upon the following by first class mail, postage prepaid, to:

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



Anthony S. Guido
Attorney for Defendant

FILED

icc

M10:25:57
APR 15 2004

Atty Guido

William A. Shaw

Prothonotary/Clerk of Courts



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

P. JOSEPH VALIGORSKY, II, :
Plaintiff :
vs. : No. 03 - 1424 C.D.
KATRINA CHRISTIAN, :
Defendant : IN EQUITY

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of April, 2004, Plaintiff's Answers to Defendant's Request for Production of Documents were sent to ANTHONY S. GUIDO, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, postage prepaid, by depositing in the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

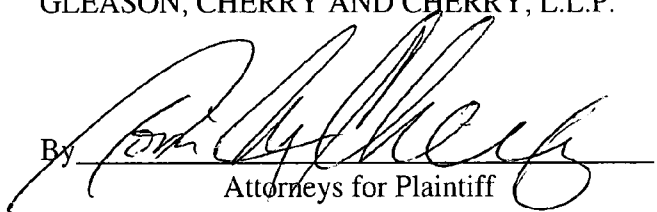
ANTHONY S. GUIDO, ESQ.
Hanak, Guido and Taladay
Attorneys at Law
P. O. Box 487
DuBois, PA 15801

FILED

APR 20 2004
6/3:40/um
William A. [unclear]
Prothonotary/Clerk of Courts
no c/c

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

By


Attorneys for Plaintiff

Dated: April 20, 2004

CA

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

No. 03-1424 C.D.

Type of Case:
Equity

Type of Pleading:

**DEFENDANT'S MOTION TO
DISMISS PLAINTIFF'S
OBJECTIONS TO DEFENDANT'S
MOTION FOR PRODUCTION
OF DOCUMENTS**

Filed on behalf of:
Katrina Christian

Counsel of Record for this
Party:

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

FILED

MAY 04 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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No. 03-1424 C.D.

DEFENDANT'S MOTION TO DISMISS
PLAINTIFF'S OBJECTIONS TO DEFENDANT'S
MOTION FOR PRODUCTION OF DOCUMENTS

AND NOW, comes the Defendant, KATRINA CHRISTIAN, by and through her attorneys, HANAK, GUIDO AND TALADAY, and through her undersigned counsel, Anthony S. Guido, moves this Court for an Order dismissing Plaintiff's Objection to Defendant's Motion for Production of Documents and directing that the documents requested be provided in support of this Motion Defendant represents as follows:

1. On or about March 9, 2004, Defendant served upon Plaintiff a Request for Production of Documents. A copy of the Request and Defendant's counsel transmittal letter of March 9, 2004, is attached hereto as composite Exhibit "A".

2. On or about April 20, 2004, Plaintiff served upon Defendant, Plaintiff's answer and objections to Defendant's Request for Production of Documents. A copy of Plaintiff's response is attached hereto as Exhibit "B".

3. In the meantime, on or about April 14, 2004, Defendant had filed with your Honorable Court a Motion to Compel Discovery, a copy of which is attached hereto and marked Exhibit "C". As of this date, your Honorable Court has not acted upon said Motion.

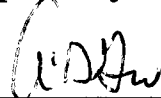
4. In his response, Plaintiff objected to Request for Production of Documents No. 1, No. 2, No. 4, No. 5 and No. 9.

5. Plaintiff's objections to the foregoing Request for Production of Documents is without basis under the Pennsylvania Rules of Civil Procedure and should be dismissed.

6. The foregoing Request for Production of Documents filed by Defendant are proper and Plaintiff should be directed to answer.

WHEREFORE, Defendant requests that this Court dismiss the foregoing objections of Plaintiff to Defendant's Request for Production of Documents and direct that Plaintiff provide the documents requested within fifteen (15) days or suffer appropriate sanctions upon further application to this Court.

Respectfully submitted,

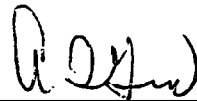


Attorney S. Guido
Attorney for Defendant,
Katrina Christian

CERTIFICATE OF SERVICE

I do hereby certify that on the 4th day of May, 2004, a true and correct copy of the within Defendant's Motion to Dismiss Plaintiff's Objections to Defendant's Motion for Production of Documents was served upon the following by first class mail, postage prepaid, to:

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



Anthony S. Guido

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

No. 03-1424 C.D.

Type of Case:
Equity

Type of Pleading:

**DEFENDANT'S REQUEST
FOR PRODUCTION OF
DOCUMENTS**

Filed on behalf of:

Defendant, Katrina Christian

Counsel of Record for this
Party:

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

EXHIBIT "A"

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

No. 03-1424 C.D.

DEFENDANT, KATRINA CHRISTIAN'S
REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO PLAINTIFF, P.
JOSEPH VALIGORSKY, II

TO: P. Joseph Valigorsky, II
c/o Toni M. Cherry, Esq.
Gleason, Cherry and Cherry
P. O. Box 505
DuBois, PA 15801

You are hereby requested, pursuant to the Pennsylvania Rules of Civil Procedure to produce and make available to Anthony S. Guido, Esquire, of Hanak, Guido and Taladay, Attorneys for the Defendant, within thirty (30) days of service thereof, at 498 Jeffers Street, P. O. Box 487, DuBois, Pennsylvania 15801, for the purpose of inspecting, reproducing and photocopying the following described and identified documents, papers and writings.

This Request for Production of Documents may in the alternative be complied with by photocopying or reproducing the hereinafter mentioned documents, records, agreements and correspondence and making such reproductions or photocopies available to Anthony S. Guido, Esquire, P.O. Box 487, 498 Jeffers Street, DuBois, PA 15801.

INSTRUCTIONS

1. Unless otherwise specified, the requested documents pertain to the case upon which this lawsuit is based.

2. If any of these documents cannot be produced in full, produce to the extent possible, specifying your reasons for your inability to produce the remainder and stating whatever information, knowledge or belief you do have concerning the unproduced portion.

3. If any requested documents or things at one time existed but no longer are in existence, please so state and specify for each document or thing (a) the document type or thing, (b) the type of information contained thereon, (c) the date upon which it ceased to exist, (d) the circumstances under which it ceased to exist, (e) the identity of any person having knowledge of said circumstances, (f) the identity of any person having knowledge of the contents thereof, and (g) the identity of any person or business which might have a copy thereof.

4. In the event that you refuse to produce any document requested on the grounds of any claimed privilege from discovery, please state each ground for such claimed privilege, describe the document withheld by date, author, recipients, and give a general description of the subject matter of the document.

5. In the event that more than one copy of a document exists, the original shall be produced, as well as every copy on which appears any notation or marking of any sort not appearing on the original.

6. The following request shall be deemed to be continuing so as to require further and supplemental production of documents by you in accordance with the Pennsylvania Rules of Civil Procedure.

DOCUMENTS TO BE PRODUCED

1. All correspondence which in any way concerns this case between Plaintiff, or his counsel, Gleason, Cherry and Cherry and Ervin S. Fennell, Jr., Esq., David King, Esq., Katrina Christian, Alice Corle, Nancy Moore or Medred Realty Associates.

2. All recordings and/or notes of telephone calls or conversations concerning this case between Plaintiff or his counsel and Gleason, Cherry and Cherry and Ervin S. Fennell, Jr., Esq., David King, Esq., Katrina Christian, Alice Corle, Nancy Moore, Medred Realty Associates or Joel Thomas and Sandra Thomas.

3. Any and all documents which Plaintiff intends to or may utilize at the trial of this matter.

4. Copies of canceled checks issued in the closing in any way pertaining to the closing of the sale of Alice Corle's 1/2 interest in and to the subject 72.5 acres to Plaintiff.

5. All closing documents including HUD closing statement pertaining to the closing of said conveyance from Alice Corle to Plaintiff, P. Joseph Valigorsky, II.

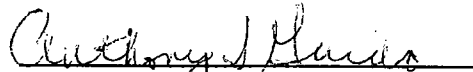
6. All statements defined by Pa.R.C.P. 4003.4 concerning this action or its subject matter which have been made by Plaintiff or its counsel, Defendant or any witnesses including without limitation any written statements, transcripts or recorded interviews and summaries or oral statements.

7. All documents containing the names or addresses or other information concerning or conveyed by individuals contacted as potential witnesses.

8. All documents of whatever kind or description upon which Plaintiff or his attorney intend to rely or may rely in establishing any of Plaintiff's claims against the Defendant or in rebutting any known or unanticipated defenses of Defendant.

9. All other documents in the file or files of Plaintiff and his counsel as attorneys concerning this action which have not been requested by any preceding paragraphs hereof and which are not expressly exempted from discovery by Pa.R.C.P. 4003.3 or 4011(c).

Respectfully submitted,


Anthony S. Guido
Attorney for Defendant

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

P. JOSEPH VALIGORSKY, II,	:	No. 03 - 1424 C.D.
Plaintiff	:	
	:	Type of Case: IN EQUITY
vs.	:	
	:	Type of Pleading: PLAINTIFF'S ANSWERS
	:	TO DEFENDANT'S REQUEST FOR
KATRINA CHRISTIAN,	:	PRODUCTION OF DOCUMENTS
Defendant	:	
	:	Filed on Behalf of: P. JOSEPH
	:	VALIGORSKY, II, Plaintiff
	:	
	:	Counsel of Record for this Party:
	:	
	:	TONI M. CHERRY, ESQ.
	:	Supreme Court No.: 30205
	:	
	:	GLEASON, CHERRY AND
	:	CHERRY, L.L.P.
	:	Attorneys at Law
	:	P. O. Box 505
	:	One North Franklin Street
	:	DuBois, PA 15801
	:	
	:	(814) 371-5800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,	:
Plaintiff	:
	:
vs.	: No. 03 - 1424 C.D.
	:
KATRINA CHRISTIAN,	: IN EQUITY
Defendant	:

**PLAINTIFF'S ANSWERS TO DEFENDANT'S REQUEST
FOR PRODUCTION OF DOCUMENTS**

1. Objection. This request for production is objected to on the ground that it seeks disclosure of the mental impressions, conclusions and opinions and/or memoranda, notes, summaries, legal research of Plaintiff's attorney in violation of Pa. R.C.P. No. 4003.3 as well as seeking disclosure of the mental impressions, conclusions or opinions of Plaintiff's representative regarding the value and merit of Plaintiff's claim or respecting strategy or tactics to be employed in the prosecution of this action, in violation of Pa. R.C.P. No. 4003.3.

Moreover, this request for production is objected to as violative of Pa. R.C.P. No. 4003.1 in that it seeks information, documents and materials which would be inadmissible at trial and are not reasonably calculated to lead to the discovery of admissible evidence.

This request for production is also objected to on the grounds that it is sought in bad faith.

2. Objection. This request for production is objected to on the ground that it seeks disclosure of the mental impressions, conclusions and opinions and/or memoranda, notes,

summaries, legal research of Plaintiff's attorney in violation of Pa. R.C.P. No. 4003.3 as well as seeking disclosure of the mental impressions, conclusions or opinions of Plaintiff's representative regarding the value and merit of Plaintiff's claim or respecting strategy or tactics to be employed in the prosecution of this action, in violation of Pa. R.C.P. No. 4003.3.

Moreover, this request for production is objected to as violative of Pa. R.C.P. No. 4003.1 in that it seeks information, documents and materials which would be inadmissible at trial and are not reasonably calculated to lead to the discovery of admissible evidence.

This request for production is also objected to on the grounds that it is sought in bad faith.

3. Any and all documents which Plaintiff currently intends to or may utilize at the trial of this matter have been provided to Defendant through attachment to Plaintiff's Complaint. Plaintiff will supply any and all other documents as they are discovered by Plaintiff or as they are determined to be useful at trial.

4. Objection. This request for production is objected to as violative of Pa. R.C.P. No. 4003.1 in that it seeks materials which would be inadmissible at trial and is not reasonably calculated to lead to the discovery of admissible evidence. The only admissible evidence of Plaintiff's purchase of the interest of Alice Corle is contained in the recorded deed which is a matter of public record. Consequently, the information sought in this request is made in bad faith.

5. Objection. This request for production is objected to as violative of Pa. R.C.P. No. 4003.1 in that it seeks materials which would be inadmissible at trial and is not reasonably calculated to lead to the discovery of admissible evidence. The only admissible evidence of

Plaintiff's purchase of the interest of Alice Corle is contained in the recorded deed which is a matter of record. Consequently, this request is also made in bad faith.

By way of further answer, it is averred that there is no HUD Closing Statement pertaining to the closing of the conveyance from Alice Corle to Plaintiff as HUD Statements are not required for transactions involving vacant land and Defendant's counsel knows this and thus this request is clearly made in bad faith for the sole purpose of causing unreasonable annoyance, embarrassment, oppression, burden and expense to Plaintiff and is objected to on those grounds as well.

6. Attached is a copy of a statement from Joel Thomas and a statement prepared by Nancy Moore. Those are the only statements defined by Pa. R.C.P. 4003.4 currently in the possession of Plaintiff or Plaintiff's counsel.

7. There are no documents containing the names or addresses or other information concerning individuals contacted as potential witnesses. The Complaint and Amended Complaint filed by Plaintiff sets forth the names of individuals whom Plaintiff will call as witnesses.

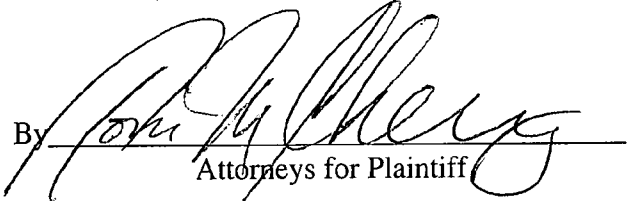
8. All documents upon which Plaintiff or his attorney intend to rely upon for establishing Plaintiff's claims that are known to Plaintiff or his attorney at the present time have either been previously provided as they were attached to the Complaint or they are attached hereto. Since the pleadings have not closed in this case, Plaintiff's counsel does not know what defenses Defendant will be permitted to raise and has no documents prepared to rebut those unknown defenses. Accordingly, any request for documents that might or could be used to rebut unanticipated or unknown defenses of Defendant is objected to on the grounds

that the discovery sought will cause unreasonable annoyance, embarrassment, oppression, burden and expense to Plaintiff as Plaintiff cannot respond to something that he does not know and such a request is made by Defendant in bad faith.

9. Objection. This request to produce is objected to on the ground that the discovery sought will cause unreasonable annoyance, embarrassment, oppression, burden and expense to Plaintiff and his counsel as the information requested therein is not sufficiently defined to allow Plaintiff or his counsel to determine if such information exists. Insofar as the request is not detailed and specifies no particular piece of information, it is violative of the Rules of Discovery and is evidence of the bad faith of the Defendant.

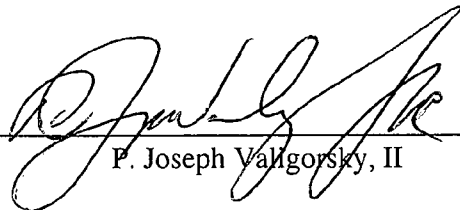
Respectfully submitted,

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

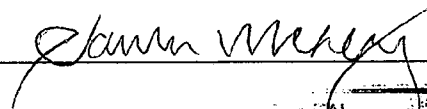
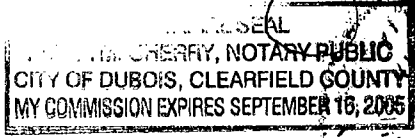
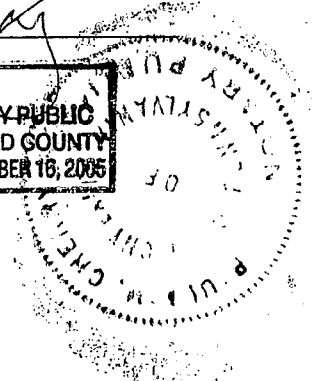
By  Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, a Notary Public in and for the County and State
aforesaid P. JOSEPH VALIGORSKY, II, who, being duly sworn according to law, deposes and
says that the facts set forth in the foregoing Answers to Defendant's Request for Production of
Documents are true and correct to the best of his knowledge, information and belief.


P. Joseph Valigorsky, II

Sworn to and subscribed before me this 20th day of April, 2004.

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, a Notary Public in and for the County and State aforesaid, JOEL W. THOMAS, SR., known to me to be the person who signed this Affidavit and, who, being duly sworn according to law, deposes and says the following:

Originally, I had contacted Katrina Christian in early or mid April of 2000 because I understood that she owned land which was adjacent to my house and I wanted to buy three lots from her. At that time she told me that the Listing Agreement that she had with some realtor was going to run out in a matter of just a few days and then perhaps we could talk.

The next discussion that we had was probably late June or early July of 2000 and at that point I found out that there was some sort of negotiations that had been going on with Joseph Valigorsky and that there was some sort of deal with him, and that she was going to transfer the acreage to Valigorsky as had been talked about between them as long as I would get the three lots. It was either during this telephone conversation, or perhaps the first conversation that she told me that her sister, Alice, was part owner, and I didn't know anything about it at that time.

Also, during that conversation of late June or early July, Katrina Christian told me that to insure that I was going to get the three lots, she was going to transfer an additional five acres to Mr. Valigorsky to make up for the three lots that Valigorsky would not be getting as part of the original deal. It was my impression that whatever that original deal was would be changed so that the three lots that I was to get were not part of it, but everything else would remain the same. Katrina Christian gave me the impression that it was a "done deal".

She asked me for the name of some attorney, and I gave her the name of Erv Fennell, who had done work for me in the past. I did not contact Mr. Fennell, but she did at that time and explained to him the type of agreement to be drawn up between my wife and her and her sister. This Agreement was signed by all of the parties and was dated August 7, 2000. Again, I was under the impression at that time that whatever the deal was with Valigorsky, it was going to go through.

It wasn't until later that I found out that there was a problem between Katrina and Mr. Valigorsky and for what reason I don't exactly know. I do know that Alice ended up selling her half interest in everything, including the three lots to Mr. Valigorsky. Katrina later deeded to me her half interest in the three lots. My only desire is to obtain full ownership of the three lots as was originally talked about.

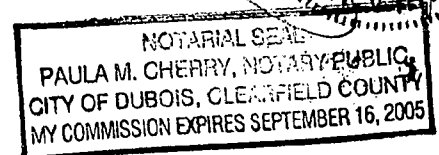
If I was called to testify in Court by Mr. Valigorsky or by Katrina, I would be able to say these things and answer truthfully anything else I was asked.

AND further deponent saith not this 30th day of January, 2004.

Joel W Thomas SR
Joel W. Thomas, Sr.

Sworn to and subscribed before me this 30th day of January, 2004.

Paula M. Cherry
Notary Public
My Commission expires



132016100
The property was listed for 7 years with 4 realtors Medred being the 1 last. (This while Alex owned the property) Alex listed the property with Medred Realty in 1998. He transferred it to Alice and Tina in ^{4/26}1999. ^{BUT the deed WASN'T RECORDED FROM ALEX UNTIL JAN} The listing was always for the entire 70 acres.

There was never a discussion of exempting any portion of the property. when Alex owned the property or when Tina and Alice owned the property. Neither Tina or Alice mentioned the 3 lots or Joel Thomas until after they had agreed to sell the property to Joe Valigorsky.

Wabagans negotiating the contract with Joe Valigorsky in Feb. or March. When I sent the first written contract to Tina. She and Alice discussed it and they did not understand the return based on the buyer paying all costs and said they wanted \$75,000. in their pocket.

Joe V. agreed to this and I sent out a new contract with a copy to each of them.

Tina then said Joel Thomas had convinced her that ~~he~~ her brother Alex had promised to sell him 3 lots. She wanted to reserve these lots and ~~sell~~ sell them to Joel Thomas (she even said she wanted to give them to him.)

Joe V. said he wanted to close on the property as soon as possible and would consider transferring the three lots to Joel after closing.

Tina would not agree and proposed exchanging another parcel she ~~signed~~ ^{PREVIOUSLY} by herself to Joe V. in exchange for the 3 lots. (she had ~~wanted~~ ^{wanted} me

to ~~pursue~~ giving this parcel to adjoining property owners because it was virtually unusable and the taxes were too high) I told her I did

not think it would be in her best interest until the other property was sold and we could do a tax appeal). ~~13.22~~

Joe V. agreed to this exchange and I sent out an addendum to that effect.

Alice signed the papers and sent them back to show her commitment to the transaction with Joe V.

20
Tina continued to procrastinate. She kept ~~saying~~ she would send the papers back but did not. She never said she did not want to sell in all the time. WE WERE NEGOTIATING

Tina finally indicated she would send the papers back when I explained that both transactions could close at the same time.

Thus satisfying her wishes to sell the lots to Joel Thomas and HERANO her sister's commitment to sell the property ~~to~~ Joe Valigorsky.

Joel said Erv Fennell was his attorney so I gave him (Erv) the deed copy the Map portion of the survey showing the lots and the address and phone numbers of the sellers.

Erv sent a letter dated August 11 to Alice with an agreement on the 3 lots. He sent a letter and deed to Tina dated August 11 ⁹⁹ with instructions to send the deed to her sister.

Alice sent the contract, the deed and a letter dated September 6 to Erv instructing him ~~to~~ not to proceed on the transaction to Joel Thomas unless her sister proceeded with the sale to Joe Valigorsky.

Erv, at that time appeared to comply with her request because he did not collect the money from Joel or proceed to closing. He ~~told~~ told me he would wait until he heard from me.

3. Tina did not send the papers on the Valigorsky sale and was according to what Alice told me, disturbed by Alice's instructions to Erv. Joe V. asked me to see if Alice was still interested in selling her 1/2 interest in the property. Alice had asked ^{me Joe V.} if he would buy her ^{IN THE PROPERTY} half interest several months ago,

Edits I called Alice and she agreed (Sun. Oct. 1) The papers were sent out Mon. Oct 2. Alice sent the deed back Oct. 8 j and it was recorded Oct. 12 on the entire parcel. I went to Erv's office on Alice's instructions and asked for the deed to be sent back to Alice as per her instructions in ^{HER} the letter Sept. 6. I reminded him of our prior conversation in which he said he would do nothing until he heard from me on the other transaction with Joe V.

Erv said he had never met Joel, just talked to him on the phone. He had not told him to bring in the funds. Erv said Joel might have an action for violation of contract for costs he incurred. He also said I might because I had incurred costs. I said no ~~to~~ to this I don't operate that way. Erv said he would not advise Joel to take such action and commented he would not ~~represent~~ him in such action but someone else might. We discussed that he had represented Joel and Tina and Alice, particularly in ~~accepting the deed~~ ^{preparing and accepting the deed.} particularly in view of Alice's letter of instruction.

4
Alice told me that she told her sister Tina what she was doing before she sent the deed to the 70 acres on the sale of her 1/2 interest to Joe Valigorsky.

In my last conversation with Tina on Oct. 16, before she came to DuBois I asked her if things were all right between her and her sister in view of her sister's sale of her 1/2 interest. She said they were that they battle sometimes but things always come out all right.

She asked how she (Alice) could sell 1/2 interest and I explained that she ~~still owned~~ ^{STILL OWNED} half and Joe Valigorsky owned Alice's half.
~~OF THE WHOLE PROPERTY~~

Tina agreed to meet when she came to DuBois which I understood was to be that weekend Oct. 20. SHE SAID SHE WANTED TO WALK ON THE PROPERTY WHILE IT WAS STILL HERS. I TOLD HER SHE COULD DO THAT WHEN SHE CAME EVEN IF THE SALE WAS CLOSED.

5
Joel Thomas; called me at the office Oct. 20 and I confirmed to him that Alice had sold her interest in the entire 70 acre parcel including the 3 lots. I reminded him that I had shown him my copy of Alice's letter to Erv Fennell dated Sept. 6. and reminded him further that I had told him previously that it was Alice's intention not to sell to him (the 3 lots) unless Tina went through with the sale to Joe Valigorsky.

I told Joel I would arrange for him to meet with Joe V and Tina to resolve this issue if it could be resolved. I said I would let him know as soon as Tina got to town and made contact.

I called Ed Watson (where Tina was staying and left a message for him to call back. Ed called that night and said Tina was there and he would see if she would talk to me. She did and had questions. She asked which part of the property did she own. She said she was probably left with the worst part. How was it subdivided. I explained to her and to Ed the same way I had explained to Joel. That Alice owned one half of every inch of the property and Alice owned the other half of every inch of the property.

I used a camp as an example. When there are ^{two} owners one doesn't own the back and the other the front or one the kitchen and the other the bedroom.

Their questions seemed strange when I found out by Alice's letter from Erv Fennell dated Oct. 24 that Tina had been in his office Oct 19 and transferred her interest in the 3 lots to Joel Thomas using the same concept, which would seem to indicate she understood.

The letter did not disclose the fact that Erv had recorded the agreement of sale that had been signed previously on the 3 lots by Alice and Tina. The same agreement and deed which were the subject of Alice's Sept. 6 letter to Erv.

Notes

Tina said she felt committed to sell three lots to Joel because her brother Alex had promised him. Alex said to me that he had had conversation with Joel T. but had ~~not~~

MADE NO COMMITMENT.

It was Tina's idea to have me approach Joe V. about taking the lots behind walnut in the ~~swampy~~ swampy area in exchange for selling the three lots to Joel T. Joe V. agreed to this. Alice changed her mind.

It was only after it appeared that Tina was playing games that Joe V. decided to take Alice up on her offer to sell her interest in the whole property.

During the entire time I was negotiating this agreement at no time did Tina say I do not want to sell up to the time ~~she~~ was coming to town and had agreed to meet.

She came to town did not call and apparently had an appointment with Erv Fennell before the date she had told me to expect her. **SHE WAS IN FENNEL'S OFFICE ON OCT 19 THE DAY BEFORE I TALKED TO HER.**

Alice on the other hand made it clear she wanted to sell the property and had every intention of going through with the transaction.

~~Alice asked~~ XXX

The idea of selling her 1/2 interest in the property was Alice's idea.

Note

Erv was gone 2 weeks in September

He was not here when I checked with his office and was told the letter had arrived.

Alice told me on Oct. 27 that she had sent the deed, contract and letter to Erv at the same time.

Tina had gone to Alaska and I could not get in touch with her for quite some time.

Deed from Alex to Tina and Alice was recorded 1/13 2000.

They sent the listing back on 4/26/99

The listing was first in the multilist book in Feb.

The deed from Alex took quite some time to get signed and back here

I had ~~had~~ listed the property when Alex was the owner (1998)

He had listed with several other companies for a total market time of 7 plus years.

I went to Joel's house twice-- once when Tina asked me to ~~assure~~ assure Joel that the sales agreement with Joe Valigorsky excluded the three lots.

The second time Alice wanted me to make him aware of the letter of instruction she had sent to Erv Fennell

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Telephone: (814) 371-7768
Fax: (814) 371-1974

498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Nicole Hanak Bankovich
S. Casey Bowers

March 9, 2004

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry
P. O. Box 505
DuBois, PA 15801

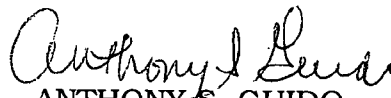
Re: Valigorsky v. Christian

Dear Ms. Cherry:

Enclosed please find an original and two copies of Request for
Production of Documents relative to the above captioned matter.

Thank you for your attention to this matter.

Sincerely,


ANTHONY S. GUIDO

ASG/bab
Enc.
cc: Katrina Christian

EXHIBIT "C"

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

No. 03-1424 C.D.

Type of Case:
Equity

Type of Pleading:

**MOTION TO
COMPEL DISCOVERY**

Filed on behalf of:

Defendant, Katrina Christian

Counsel of Record for this
Party:

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

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

P. JOSEPH VALIGORSKY, II,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1424 C.D.
	:	
KATRINA CHRISTIAN,	:	
Defendant	:	

MOTION TO COMPEL DISCOVERY

AND NOW, comes the Defendant, Katrina Christian, by and through her attorneys, Hanak, Guido and Taladay, and hereby requests this Honorable Court to compel discovery averring as follows:

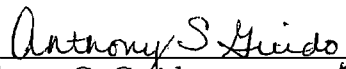
1. On March 9, 2004, Requests for Production of Documents were served upon the Plaintiff, P. Joseph Valigorsky, II. A copy of the Notice of Service is attached hereto and marked as Exhibit "A".

2. To date, the above said Plaintiff, P. Joseph Valigorsky, II, has failed to respond to the above discovery requests.

3. Defendant, Katrina Christian, requests this Honorable Court to issue an order compelling counsel for the above Plaintiff, P. Joseph Valigorsky, II, to provide full and complete

discovery responses within 15 days of the date of this Order, upon failure of which the Court may impose further sanctions.

WHEREFORE, it is respectfully requested that this Motion to Compel Discovery be granted.



Anthony S. Guido
Attorney for Defendant

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

: No. 03-1424 C.D.
:
:
: Type of Case:
: Equity
:
: Type of Pleading:
:
: **NOTICE OF SERVICE**
:
:
: Filed on behalf of:
:
: DEFENDANT
:
: Counsel of Record for this
: Party:
:
: Anthony S. Guido, Esq.
: Supreme Court No. 05877
: Hanak, Guido and Taladay
: 498 Jeffers Street
: P.O. Box 487
: DuBois, PA 15801
: (814) 371-7768

FILED
10
MAR 11 2004
William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

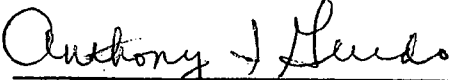
No. 03-1424 C.D.

**NOTICE OF SERVICE OF REQUEST FOR
PRODUCTION OF DOCUMENTS**

This is to certify that on the 9th day of March, 2004, I mailed an original and two copies of Defendant's Request for Production of Documents, by first class mail, postage prepaid, to:

P. Joseph Valigorsky, II
c/o Toni M. Cherry, Esq.
Gleason, Cherry and Cherry
P. O. Box 505
DuBois, PA 15801

HANAK, GUIDO AND TALADAY, by:



Anthony S. Guido
Attorney for Defendant

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

No. 03-1424 C.D.

ORDER OF COURT

AND NOW, this ____ day of _____, 2004, upon
consideration of Defendant's Motion to Compel Discovery,

IT IS HEREBY ORDERED AND DECREED that the Motion
is granted. Plaintiff, P. Joseph Valigorsky, II, shall forthwith produce
and supply full and complete discovery responses within 15 days of
the date of this Order. In the event that the above Plaintiff fails to
abide by this Order, this Court may upon further Petition of Defendant,
impose appropriate sanctions.

BY THE COURT:

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

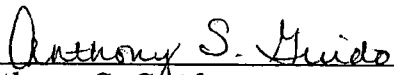
KATRINA CHRISTIAN,
Defendant

No. 03-1424 C.D.

CERTIFICATE OF SERVICE

I do hereby certify that on the 14th day of April, 2004, a true and correct copy of Defendant's Motion to Compel Discovery was served upon the following by first class mail, postage prepaid, to:

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


Anthony S. Guido
Attorney for Defendant

FILED No CC
03:35:24 PM
MAY 04 2004

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

P. JOSEPH VALIGORSKY, II

vs.

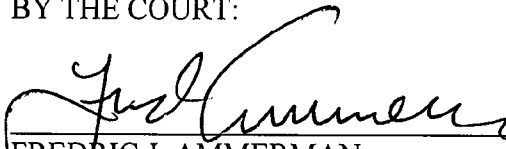
KATRINA CHRISTIAN

:
:
: No. 03-1424-CD
:
:

ORDER

AND NOW, this 5 day of May, 2004, it is the ORDER of the Court that argument on Defendant's Motion to Compel in the above matter has been scheduled for **Friday, July 16, 2004 at 10:30 A.M.**, before the Honorable John K. Reilly, Jr., Senior Judge, Specially Presiding, in the Clearfield County Courthouse, Clearfield, PA. Please report to the Court Administrator's Office. You will be directed from there where this Motion will be heard.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED

MAY 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

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William A. Shaw

Prothonotary/Clerk of Courts

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

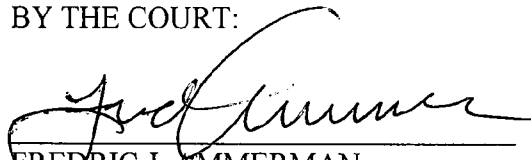
P. JOSEPH VALIGORSKY, II :
 :
vs. : No. 03-1424-CD
 :
KATRINA CHRISTIAN :

ORDER

AND NOW, this 5 day of May, 2004, it is the ORDER of the Court that argument on Plaintiff's Preliminary Objections to Defendant's New Matter and Counterclaim in the above matter has been scheduled for **Friday, July 16, 2004 at 10:30 A.M.**, before the Honorable John K. Reilly, Jr., Senior Judge, Specially Presiding, in the Clearfield County Courthouse, Clearfield, PA. Please report to the Court Administrator's Office. You will be directed from there where this Motion will be heard.

Additionally, Plaintiffs' Brief in Support of said Preliminary Objections will be due on or before Monday, June 7, 2004. Defendant's Reply Brief will be due on or before Friday, July 9, 2004.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED

MAY 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

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MAY 05 2004

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Atty's Guido, T. Cherry

William A. Shaw

Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II

vs.

KATRINA CHRISTIAN

:
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: No. 03-1424-CD
:
:

ORDER

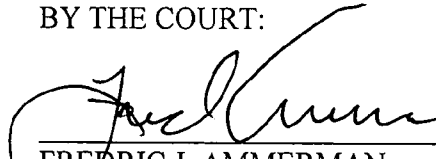
AND NOW, this 5 day of May, 2004, it is the ORDER of the Court that argument on Defendant's Motion to Dismiss Plaintiff's Objections to Defendant's Motion for Production of Documents in the above matter has been scheduled for **Friday, July 16, 2004 at 10:30 A.M.**, before the Honorable John K. Reilly, Jr., Senior Judge, Specially Presiding, in the Clearfield County Courthouse, Clearfield, PA. Please report to the Court Administrator's Office. You will be directed from there where this Motion will be heard.

FILED

MAY 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED

MAY 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

cc
Attys Guido, T. Cherry
Kex

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

: No. 2003 - 1424 C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: OBJECTIONS TO
: SUBPOENA PURSUANT TO
: Pa.R.C.P. 4009.21(c)
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS
: PARTY:
:
: TONI M. CHERRY, ESQ.
: SUPREME COURT NO.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: ATTORNEYS AT LAW
: P. O. BOX 505
: ONE NORTH FRANKLIN STREET
: DUBOIS, PA 15801
:
: (814) 371-5800

FILED

JUN 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

:
:
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:
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No. 2003 - 1424 C.D.

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

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

1. That Defendant did provide Plaintiff with Notice of Subpoena Defendant intends to serve upon David P. King, Esq. That copy of the Notice, received by Plaintiff on or about June 3, 2004, is attached hereto and made a part hereof as Exhibit "A".
2. That Plaintiff previously filed Objections to the proposed issuance of the Subpoena attached to the Notice because the Notice referenced a case that had been discontinued by Order of Your Honorable Court.
3. That in response to the Objections filed by Plaintiff, Defendant did re-issue the Notice to the term and number of the above-captioned case.
4. That through said Subpoena, Defendant continues to request correspondence arising out of the case of P. Joseph Valigorsky, II, Plaintiff vs. Katrina Christian; Joel W. Thomas, Sr.

and Sandra D. Thomas, husband and wife, Defendants, filed to No. 02-45 C.D., despite the fact that said case was discontinued as of February 3, 2004, by Order of Your Honorable Court.

5. That there is no need for any correspondence either to or from David P. King, Esq., or any of the persons referenced in the Subpoena involved or related to the subject matters in a case that is no longer being litigated.

6. That a request for correspondence from or to David P. King involved in subject matters in the instant case is privileged and any request therefor is in violation of Pa.R.C.P. 4003.1 and 4011(c).

7. That the information requested in the Subpoena insofar as it relates to a case that has been previously discontinued is sought in bad faith as a means to embarrass and harass the Plaintiff in violation of Pa.R.C.P. No. 4011(a) as that case is no longer pending.

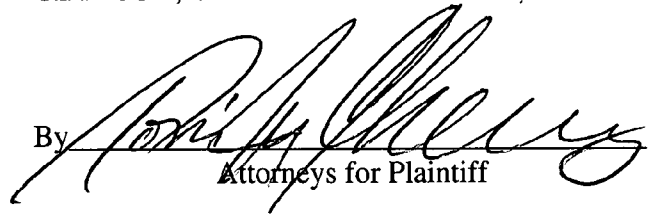
8. That the information sought by Defendant is beyond the scope of discovery as set forth in Rules 4003.1 through 4003.6.

WHEREFORE, the undersigned respectfully requests that Defendant be barred from issuing the Subpoena attached to the Notice attached hereto.

Respectfully submitted,

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

By



Attorneys for Plaintiff

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

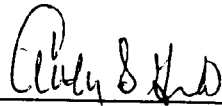
No. 2003-1424 C.D.

KATRINA CHRISTIAN,
Defendant

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

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

Date: 8/2/04



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

Exhibit "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

P. Joseph Valigorsky II
Plaintiff(s)

Vs.

Katrina Christian
Defendant(s)

*

*

*

No. 2003-01424-CD

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

TO: David P. King, Esq., P.O. Box 1016, DuBois, PA 15801

(Name of Person or Entity)

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

See attached Exhibit "A".

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

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

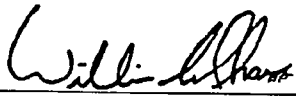
If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

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

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

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division


Deputy

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

Exhibit "A"

EXHIBIT "A"

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

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

:
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: No. 2003 - 1424 C.D.
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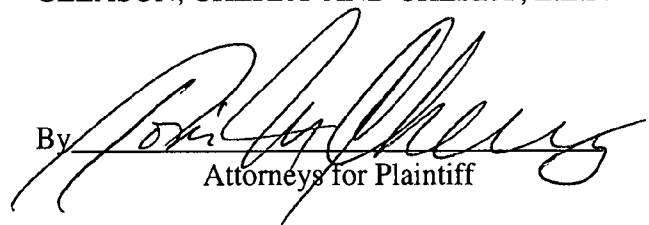
CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of June, 2004 a true and correct copy of the
Objections to Subpoena Pursuant to Pa.R.C.P. 4009.21(c) was sent to the following person by
United State First Class Mail, Postage Prepaid, by depositing the same in the United States Post
Office at DuBois, Pennsylvania, addressed as follows:

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

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

By



Attorneys for Plaintiff

Dated: June 22, 2004

FILED

JUN 14 5 54 PM
JUN 23 2004

1cc

Att. T. Cherry

William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

: No. 2003 - 1424 C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: OBJECTIONS TO
: SUBPOENA PURSUANT TO
: Pa.R.C.P. 4009.21(c)
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS
: PARTY:
:
: TONI M. CHERRY, ESQ.
: SUPREME COURT NO.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: ATTORNEYS AT LAW
: P. O. BOX 505
: ONE NORTH FRANKLIN STREET
: DUBOIS, PA 15801
:
: (814) 371-5800

FILED

JUN 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

:
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:
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No. 2003 - 1424 C.D.

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

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

1. That Defendant did provide Plaintiff with Notice of Subpoena Defendant intends to serve upon Ervin S. Fennell, Jr., Esq. That copy of the Notice, received by Plaintiff on or about June 3, 2004, is attached hereto and made a part hereof as Exhibit "A".

2. That Plaintiff previously filed Objections to the proposed issuance of the Subpoena attached to the Notice because the Notice referenced a case that had been discontinued by Order of Your Honorable Court.

3. That in response to the Objections filed by Plaintiff, Defendant did re-issue the Notice to the term and number of the above-captioned case.

4. That through said Subpoena, Defendant continues to request correspondence arising out of the case of P. Joseph Valigorsky, II, Plaintiff vs. Katrina Christian; Joel W. Thomas, Sr.

and Sandra D. Thomas, husband and wife, Defendants, filed to No. 02-45 C.D., despite the fact that said case was discontinued as of February 3, 2004, by Order of Your Honorable Court.

5. That there is no need for any correspondence either to or from Ervin S. Fennell, Jr., Esq., or any of the persons referenced in the Subpoena involved or related to the subject matters in a case that is no longer being litigated.

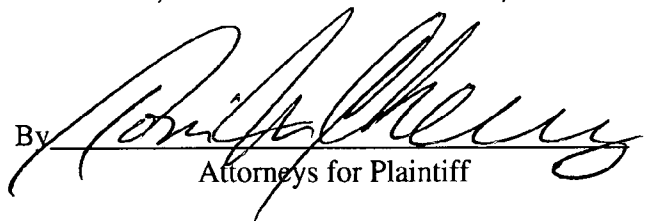
6. That the information requested in the Subpoena insofar as it relates to a case that has been previously discontinued is sought in bad faith as a means to embarrass and harass the Plaintiff in violation of Pa.R.C.P. No. 4011(a) as that case is no longer pending.

7. That the information sought by Defendant is beyond the scope of discovery as set forth in Rules 4003.1 through 4003.6.

WHEREFORE, the undersigned respectfully requests that Defendant be barred from issuing the Subpoena attached to the Notice attached hereto.

Respectfully submitted,

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

By 
Attorneys for Plaintiff

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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No. 2003-1424 C.D.

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

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

Date: 6/2/04



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

Exhibit "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

P. Joseph Valigorsky II
Plaintiff(s)

*

Vs.

*

No. 2003-01424-CD

Katrina Christian
Defendant(s)

*

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

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

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

See attached Exhibit "A".

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

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

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

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

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

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

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

William A. Shaw
Deputy

Exhibit "A"

EXHIBIT "A"

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

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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: No. 2003 - 1424 C.D.
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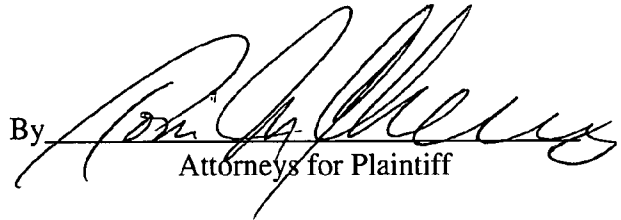
CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of June, 2004 a true and correct copy of the
Objections to Subpoena Pursuant to Pa.R.C.P. 4009.21(c) was sent to the following person by
United State First Class Mail, Postage Prepaid, by depositing the same in the United States Post
Office at DuBois, Pennsylvania, addressed as follows:

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

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

By


Attorneys for Plaintiff

Dated: June 22, 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED
M/11:1538
JUN 23 2004

(27)
100
Atty T. Cherry

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

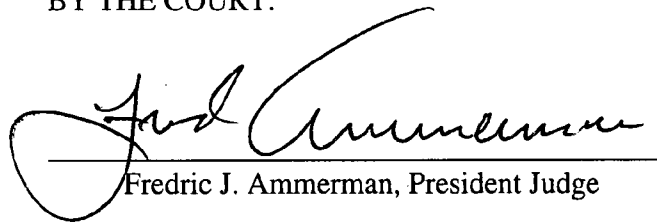
KATRINA CHRISTIAN,
Defendant

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: No. 2003 - 1424 C.D..
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ORDER

AND NOW, this 2 day of July, 2004, it is the ORDER of the Court that argument on Plaintiff's Objections to Subpoenas filed June 23, 2004, in the above matter has been scheduled for Friday, July 16, 2004, at 10:30 a.m. before the Honorable John K. Reilly, Jr., Senior Judge, Specially Presiding, in the Clearfield County Courthouse, Clearfield, Pennsylvania. Please report to the Court Administrator's Office. You will be directed from there where this argument will be heard.

BY THE COURT:


Fredric J. Ammerman, President Judge

FILED

JUL 02 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

3cc

01/15/04
JUL 02 2004

Att'y T. Cherry



WILLIAM A. STAN

PROBATIONARY CLERK OF COURTS

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

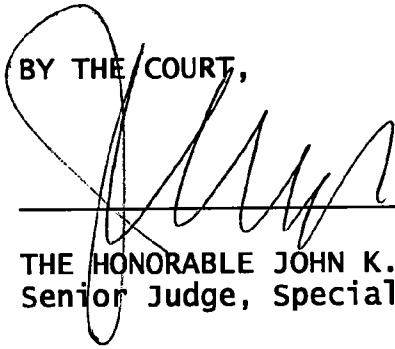
CIVIL DIVISION

P. JOSEPH VALIGORSKY :
-vs- : No. 03-1424-CD
KATRINA CHRISTIAN :

O R D E R

NOW, this 16th day of July, 2004, following argument into Defendant's Motion for Production of Documents, it is the ORDER of this Court that Plaintiff shall supply Defendant the requested Discovery in full within no more than thirty (30) days from this date.

BY THE COURT,



THE HONORABLE JOHN K. REILLY, JR.
Senior Judge, Specially Presiding

FILED

JUL 21 2004

William A. Shaw
Prothonotary Clerk of Courts

FILED 200
@ 9:22 AM
JUL 21 2004
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
BY
Attys T. Cherry, Guido

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

P. JOSEPH VALIGORSKY :

-VS-

KATRINA CHRISTIAN :

:

: No. 03-1424-CD

:

FILED

JUL 21 2004

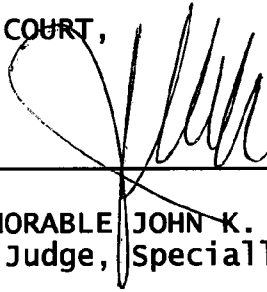
William A. Shaw
Prothonotary/Clerk of Courts

O R D E R

NOW, this 16th day of July, 2004, following argument into Plaintiff's Preliminary Objections to Defendant's New Matter and Counterclaim, it is the ORDER of this Court that the first preliminary objection regarding paragraphs 40, 41, 43, 46, 48 and 49 be and are hereby sustained and said paragraphs stricken. With regards to Plaintiff's preliminary objections to Defendant's claim for counsel fees, it is the ORDER of this Court that said preliminary objections be and are hereby dismissed at this stage of the proceedings. With regards to Plaintiff's third preliminary objection to Defendant's counterclaim II, it is the ORDER of this Court that ruling thereon shall be and is hereby continued pending receipt of report from the Pennsylvania Department of Environmental Protection Agency

regarding if any violations of said Agency's regulations exist.

BY THE COURT,

A handwritten signature in black ink, appearing to read 'John K. Reilly, Jr.', is written over a horizontal line. The signature is stylized with a large loop at the beginning and several vertical strokes.

THE HONORABLE JOHN K. REILLY, JR.
Senior Judge, Specially Presiding

FILED acc
2/9:21/16x Augs T. Cherry, Guido
JUL 21 2004
OFFICE 1 Shaw
Prothonotary Clerk of Courts

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

P. JOSEPH VALIGORSKY, II, :
Plaintiff :
vs. : No. 03 - 1424 C.D.
KATRINA CHRISTIAN, :
Defendant : IN EQUITY

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of August, 2004, Plaintiff's Amended Answers to Defendant's Request for Production of Documents were sent to ANTHONY S. GUIDO, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, postage prepaid, by depositing in the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

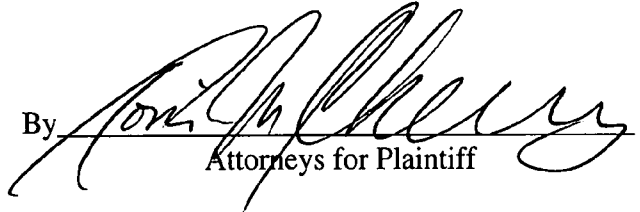
ANTHONY S. GUIDO, ESQ.
Hanak, Guido and Taladay
Attorneys at Law
P. O. Box 487
DuBois, PA 15801

FILED^{EGK}

AUG 23 2004
M 11:50
William A. Shaw
Prothonotary/Clerk of Courts
no 41

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

By


Attorneys for Plaintiff

Dated: August 20, 2004

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

: No. 03 - 1424 C.D.
:
: Type of Case: ACTION FOR SPECIFIC
: PERFORMANCE IN EQUITY
:
: Type of Pleading: MOTION FOR
: PROTECTIVE ORDER TO STAY
: DEFENDANT'S DEPOSITION OF
: PLAINTIFF
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS
: PARTY:
:
: TONI M. CHERRY, ESQ.
: SUPREME COURT NO.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: ATTORNEYS AT LAW
: P. O. BOX 505
: ONE NORTH FRANKLIN STREET
: DUBOIS, PA 15801
:
: (814) 371-5800

FILED^{2cc}
010:3201
AUG 27 2004
Amy T. Cherry

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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: No. 03 - 1424 C.D.
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RULE

AND NOW, this 31 day of August, 2004, upon consideration of the foregoing Motion of Plaintiff, P. JOSEPH VALIGORSKY, II, a Rule is granted upon Defendant to show cause why the deposition of Plaintiff should not be stayed until Plaintiff's pending Preliminary Objections are finally decided by this Court and why the deposition of Plaintiff should not be scheduled on a day chosen by Plaintiff upon consultation with the call schedule for a day when Plaintiff is post-call after 3:00 p.m. upon thirty (30) days' advance notice and further why said deposition should not take place at the offices of the Plaintiff at DuBois Regional Medical Center and why such deposition should not be scheduled until final ruling on the Preliminary Objections.

Rule Returnable the 13 day of September, 2004, in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania, at 10:30 o'clock A.M.

The deposition of Plaintiff scheduled for Thursday, September 2, 2004, is stayed
meanwhile.

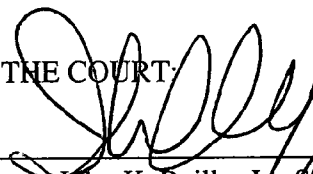
FILED

Aug 31 2004

William A. Shaw
Prothonotary/Clerk of Courts

2 cc Amy Cherry

BY THE COURT:



John K. Reilly, Jr., Senior Judge
Specially Presiding

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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No. 03 - 1424 C.D.

MOTION FOR PROTECTIVE ORDER TO STAY
DEFENDANT'S DEPOSITION OF PLAINTIFF

Plaintiff, P. JOSEPH VALIGORSKY, II, through his undersigned counsel, moves your Honorable Court pursuant to Pa. R.C.P. 4012(a) for the entry of a protective order, and sets forth the following in support:

1. That without prior discussions with Plaintiff's undersigned counsel, Defendant's counsel did issue a Notice to Plaintiff dated August 18, 2004, that Defendant intended to take the deposition of the Plaintiff at the Offices of Defendant's counsel, Anthony S. Guido, Esq., on Thursday, September 2, 2004, at 10:00 a.m.

2. That said Notice was not delivered to Plaintiff, through his undersigned counsel, until Monday, August 23, 2004.

3. That when Defendant's counsel sent out the Notice of Deposition, he knew that Plaintiff's attorney could not attend the deposition because Plaintiff's attorney is herself a defendant in a lawsuit scheduled to be heard in Clearfield County beginning on Tuesday, August 31, 2004, and continuing through Friday, September 3, 2004.

4. That Defendant's attorney knew that Plaintiff's counsel was in trial because he is listed as a witness against Plaintiff's attorney.

5. That the proposed deposition of Plaintiff at a time when Defendant's counsel knew that Plaintiff's attorney could not be present is unfair and represents a bad faith effort to harass, annoy and oppress Plaintiff, warranting the imposition of sanctions.

6. That Plaintiff is an anesthesiologist and is on call every other day and on the days when he is post-call, he is required to see patients in the Pain Clinic at DuBois Regional Medical Center until 3:00 p.m.

7. That Plaintiff cannot leave the hospital to have his deposition taken and cannot have that deposition scheduled prior to 3:00 p.m. on any weekday when he is post-call.

8. That Plaintiff cannot rearrange his call schedule with less than thirty (30) days' notice and Defendant's counsel's demand that Plaintiff leave the operating room and come to the office of Defendant's attorney at 10:00 a.m. on any day of the week represents a bad faith effort to harass, annoy and oppress Plaintiff.

9. That Defendant's attempt to take Plaintiff's deposition at a time and place requiring him to leave his patients is a bad faith effort to oppress Plaintiff and to cause him unreasonable annoyance, burden and expense because of the need to hire *locum tenens* when his testimony could easily be taken at the end of the day and on a day when he is post-call at the hospital.

10. That Plaintiff requires that his deposition be scheduled on a day when he is post-call after 3:00 p.m. in the afternoon at his offices at the DuBois Regional Medical Center with at least thirty (30) days' advance notice.

11. That the pleadings in this case have not yet closed because your Honorable Court has been unable to rule on Plaintiff's Preliminary Objections to Defendant's New Matter until the report has been received from the Department of Environmental Protection.

12. That it is important for the Plaintiff's deposition to be postponed until there has been a ruling on those Preliminary Objections because it will eliminate one of the counterclaims filed by Defendant and will preclude Defendant from engaging in discovery in furtherance of that claim.

13. That Defendant's counsel has wholly failed and/or refused to coordinate the deposition of Plaintiff with Plaintiff's counsel and has simply engaged in a course of conduct meant solely to harass, annoy and oppress Plaintiff, all in bad faith, warranting the imposition of sanctions.

WHEREFORE, Plaintiff respectfully requests that your Honorable Court enter a protective order:

(a) staying Defendant's deposition of Plaintiff until such time as a final ruling on the Preliminary Objections has been made by your Honorable Court;

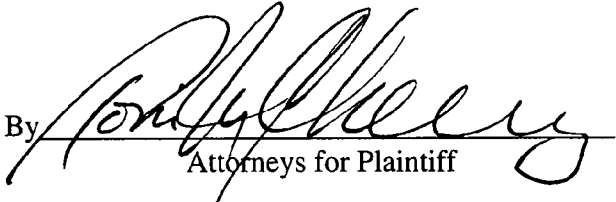
(b) directing that the deposition of Plaintiff shall be taken only on a day when he is post-call after 3:00 p.m. on a day previously cleared by Plaintiff for the taking of such deposition upon thirty (30) days' advance notice;

(c) directing that such deposition take place only at the DuBois Regional Medical Center so that Plaintiff can be close to his patients in the event of an emergency; and

(d) directing that such deposition not be scheduled until final ruling on Plaintiff's Preliminary Objections has been made by the Court after receipt of report from DEP.

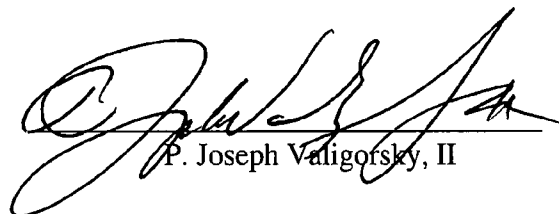
Respectfully submitted,

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

By 
Attorneys for Plaintiff

VERIFICATION

I, P. JOSEPH VALIGORSKY, II, Plaintiff, verify that the information provided in the foregoing Motion is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



P. Joseph Valigorsky, II

DATED: August 26, 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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: No. 03 - 1424 C.D.
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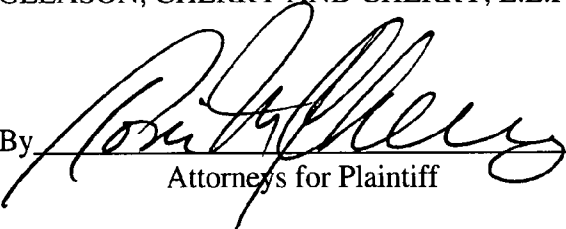
CERTIFICATE OF SERVICE

I hereby certify that on this 26th day of August, 2004 a true and correct copy of the Motion for Protective Order to Stay Defendant's Deposition of Plaintiff was sent to the following person by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

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

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

By


Attorneys for Plaintiff

Dated: August 26, 2004

GLEASON, CHERRY & CHERRY, L.L.P.
LAW OFFICES
P.O. Box 505
DuBois, Pennsylvania 15801-0505
ONE NORTH FRANKLIN STREET


ATTORNEY FOR

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

No. 03-1424 C.D.

Type of Case:
Equity

Type of Pleading:

**DEFENDANT'S ANSWER TO
PLAINTIFF'S MOTION FOR
PROTECTIVE ORDER TO
STAY DEFENDANT'S
DEPOSITION OF PLAINTIFF**

Filed on behalf of:

Defendant, Katrina Christian

Counsel of Record for this
Party:

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

FILED ^{ELK}
^{NO}
^{CC}
m18:51/61
SEP 07 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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No. 03-1424 C.D.

**DEFENDANT'S ANSWER TO PLAINTIFF'S
MOTION FOR PROTECTIVE ORDER TO
STAY DEFENDANT'S DEPOSITION OF PLAINTIFF**

AND NOW, comes the Defendant, Katrina Christian, by her attorney, Anthony S. Guido, files this Answer to the Motion filed by Plaintiff for Protective Order to Stay Defendant's Deposition of Plaintiff as follows:

1. It is admitted that Anthony S. Guido, attorney for Katrina Christian (Christian) did not contact counsel for Plaintiff, P. Joseph Valigorsky, II (Valigorsky) prior to sending the Notice of Deposition dated August 18, 2004. The reason for not contacting Valigorsky's counsel before scheduling the deposition is due to the prior experience of this counsel whereby it was believed that such a request or correspondence to Plaintiff's counsel would have gone unanswered.

Therefore, it was the plan of Defendant's counsel to schedule the deposition anticipating that Plaintiff's counsel would request a continuance at which time Defendant's counsel would agree

to such a continuance conditioned upon a firm date for the deposition being scheduled. In the opinion of counsel for the Defendant, that would be more expeditious and cost effective instead of writing multiple letters to which in all probability no response would have been received.

2. Denied as stated. Defendant's counsel mailed a Notice of Deposition on August 18 and Defendant's counsel has no means of determining when said Notice was received. Proof thereof is requested at the hearing on this matter.

3. Denied. At the time that the deposition notice was sent on August 18, 2004, Defendant's counsel did not have knowledge that Plaintiff's counsel would be involved in a trial which was to begin on Tuesday, August 31 and extend through Friday, September 3. Defendant's counsel was not retained as a witness in that case until after August 18, 2004.

4. Denied. In answer thereto, the answer to paragraph 3 is incorporated herein by reference thereto as though fully set forth herein.

5. Denied. In answer thereto, the answer to paragraph 3 is incorporated herein by reference thereto as though fully set forth herein.

6. Defendant nor her counsel has any knowledge as to the allegations contained in paragraph 6. All means and proof thereof are in the possession of the Plaintiff. Therefore, said allegations are denied. Strict proof thereof is required at the hearing in this matter.

In addition, the Plaintiff initiated this legal action and as such he had to know when he did initiate this action that he would be required to make himself available for depositions and for attendance at trial. Further, it would be unreasonable to restrict the scheduling of the deposition until 3:00 p.m. on any weekday due to the fact that the deposition of the Plaintiff is anticipated to take three to four hours, which would require scheduling of the deposition on two different days. Accordingly, Defendant's counsel hereby requests that the Court issue an order requiring the Plaintiff to make himself available to himself available so that the deposition will be completed in one day for the reasons previously set forth.

7. Denied. In answer thereto, the answer to paragraph 6 is incorporated herein by reference thereto.

8. Denied. In answer thereto, the answer to paragraph 6 is incorporated herein by reference thereto as though fully set forth herein. Further, the allegation that requiring the Plaintiff to attend a deposition at 10:00 a.m. on any day of the week represents bad faith in order to harass, annoy or oppress the Plaintiff is an irresponsible allegation and Plaintiff's counsel knows that there are no basis in fact to make such an allegation.

9. Denied. In answer thereto, the answers to paragraphs 6 and 8 are incorporated herein by reference thereto as though fully set forth herein.

10. Denied. In answer thereto, the answers to paragraphs 6 and 8 are incorporated herein by reference thereto as

though fully set forth herein. In further answer thereto, requiring a 30 day advance notice is unreasonable and should not be honored.

11. Admitted.

12. Denied. Delaying Plaintiff's deposition at this time including discovery on the issues raised by Plaintiff's Objections to Defendant's New Matter pending the report of the Environmental Protection is unreasonable due to the fact that such deposition may be helpful in determining the subject objections.

13. Denied. In answer thereto, the answer to paragraph 6 through 12 are incorporated herein by reference thereto. In further answer thereto, the scheduling of the deposition without contacting Plaintiff's counsel was for tactical reasons to expedite the matter and to avoid unnecessary expense in multiple requests for scheduling of the deposition. Further, the allegations of bad faith are baseless and the Plaintiff's counsel knows they are baseless and has no proof to support such an allegation.

WHEREFORE, Defendant and her counsel, Anthony S. Guido, respectfully request that Plaintiff's Motion be dismissed and that the Court enter an Order providing that the Plaintiff appear at a deposition no later than 14 days from the date of the hearing on this matter.

Respectfully submitted,



Anthony S. Guido
Attorney for Defendant

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

No. 03-1424 C.D.

CERTIFICATE OF SERVICE

I do hereby certify that on the 3rd day of September, 2004, a true and correct copy of Defendant's ANSWER TO PLAINTIFF'S MOTION TO STAY DEFENDANT'S DEPOSITION OF PLAINTIFF was served upon the following by first class mail, postage prepaid, to:

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



Anthony S. Guido
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

: No. 03 - 1424 C.D.
:
: Type of Case: SPECIFIC
: PERFORMANCE ACTION IN EQUITY
:
: Type of Pleading: CERTIFICATE
: PREREQUISITE TO SERVICE OF A
: SUBPOENA PURSUANT TO RULE
: 4009.22
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS
: PARTY:
:
: TONI M. CHERRY, ESQ.
: SUPREME COURT NO.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: ATTORNEYS AT LAW
: P. O. BOX 505
: ONE NORTH FRANKLIN STREET
: DUBOIS, PA 15801
:
: (814) 371-5800

EGK
FILED 3cc
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SEP 13 2004
Att. T. Cherry

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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: No. 03 - 1424 C.D.
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CERTIFICATE
PREREQUISITE TO SERVICE OF A SUBPOENA
PURSUANT TO RULE 4009.22

As a prerequisite to service of a subpoena for documents and things pursuant to Rule 4009.22, Plaintiff certifies that:

(1) a notice of intent to serve the subpoena with a copy of the subpoena attached thereto was mailed to counsel for Defendant, the only party requiring receipt of such notice, on September 2, 2004,

(2) a copy of the notice of intent, including the proposed subpoena, is attached to this certificate,

(3) although 20 days from the issuance of the notice of intent to serve the subpoena has not passed, Defendant has advised Plaintiff that Defendant has no objections to the service of such subpoena provided that Defendant receives copies of all information secured therewith and Plaintiff has no objections to such a request.. A copy of said letter indicating consent is attached, and

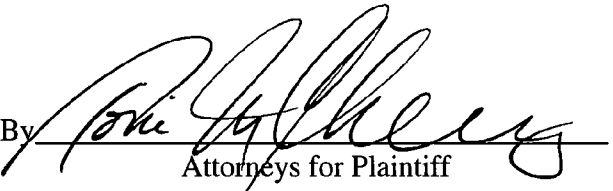
(4) the subpoena which will be served is identical to the subpoena which is attached to the notice of intent to serve the subpoena.

Date: September 13, 2004

Respectfully submitted,

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

By



Attorneys for Plaintiff

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

: No. 03 - 1424 C.D.
:
: Type of Case: ACTION FOR SPECIFIC
: PERFORMANCE IN EQUITY
:
: Type of Pleading: NOTICE OF INTENT TO
: SERVE A SUBPOENA TO PRODUCE
: DOCUMENTS AND THINGS FOR
: DISCOVERY PURSUANT TO
: RULE 4009.21
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS
: PARTY:
:
: TONI M. CHERRY, ESQ.
: SUPREME COURT NO.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: ATTORNEYS AT LAW
: P. O. BOX 505
: ONE NORTH FRANKLIN STREET
: DUBOIS, PA 15801
:
: (814) 371-5800

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

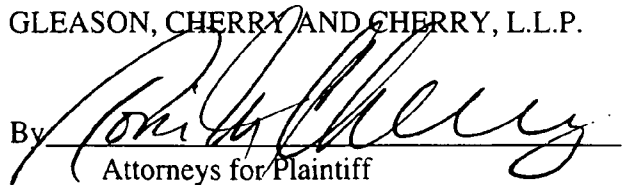
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**NOTICE OF INTENT TO SERVE A SUBPOENA
TO PRODUCE DOCUMENTS AND THINGS FOR
DISCOVERY PURSUANT TO RULE 4009.21**

P. JOSEPH VALIGORSKY, II, Plaintiff, intends to serve a Subpoena identical to the one that is attached to this Notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the Subpoena. If no objection is made, the Subpoena may be served.

Date: September 2, 2004

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

By 

Attorneys for Plaintiff

P. O. Box 505

One North Franklin Street

DuBois, PA 15801

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

P. JOSEPH VALIGORSKY, II
Plaintiff(s)

Vs.

KATRINA CHRISTIAN
Defendant(s)

No. 03 - 1424 C.D.

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

TO: ERVIN S. FENNELL, JR., ESQ.

(Name of Person or Entity)

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

See attached Exhibit "A".

Gleason, Cherry and Cherry, L.L.P.

P. O. Box 505 (Address)

One North Franklin Street

DuBois, PA 15801

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

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

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

NAME: Toni M. Cherry, Esq.

ADDRESS: P. O. Box 505
DuBois, PA 15801

TELEPHONE: (814) 371-5800

SUPREME COURT ID # 30205

ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: September 2, 2004
Seal of the Court

William A. Shaw
Deputy

EXHIBIT "A"

1. The entire contents of your file arising out of the sale of Lots 2, 4 and 82 of Meadow Brook Plan of Lots, Sandy Township, Clearfield County, Pennsylvania, by Alice Corle and/or Katrina Christian to Joel W. Thomas, Sr., and Sandra D. Thomas including, but not limited to, all documents, letters, E-mail correspondence, messages, notes from any of the foregoing: Alice Corle, Katrina Christian, Joel W. Thomas, Sr., Sandra D. Thomas or Nancy Moore.
2. The entire contents of any file concerning the sale by Alice Corle and Katrina Christian of lands owned by them to P. Joseph Valigorsky, II, including, but not limited to, all documents, letters, E-mail correspondence, messages, notes from any of the foregoing: Alice Corle, Katrina Christian, Joel W. Thomas, Sr., Sandra D. Thomas or Nancy Moore.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

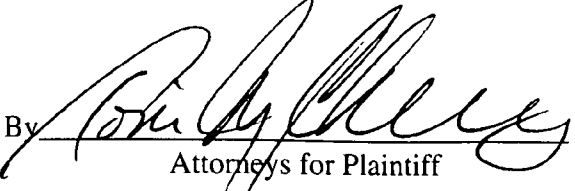
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CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of September, 2004, a Notice of Intent to Serve a Subpoena to Produce Documents and Things for Discovery Pursuant to Rule 4009.21 was served upon Defendant, KATRINA CHRISTIAN, by forwarding the same to her counsel of record, ANTHONY S. GUIDO, ESQ., by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

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

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

By 
Attorneys for Plaintiff

Dated: September 2, 2004

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Nicole Hanak Bankovich
S. Casey Bowers

Telephone: (814) 371-7768
Fax: (814) 371-1974

498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

September 8, 2004

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry
P. O. Box 505
DuBois, PA 15801

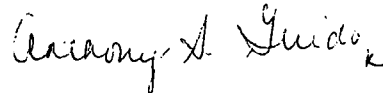
Re: Valigorsky vs. Christian

Dear Toni:

Please be advised that I have no objection to the Subpoena which you intend to serve upon Ervin Fennell to produce certain documents relative to the above case as long as I receive a copy of whatever documents are produced.

Therefore, waiting for the expiration of the twenty day objection period will not be necessary.

Very truly yours,



ANTHONY S. GUIDO

ASG:kam

cc: Ervin S. Fennell, Jr., Esq.

Exhibit "B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

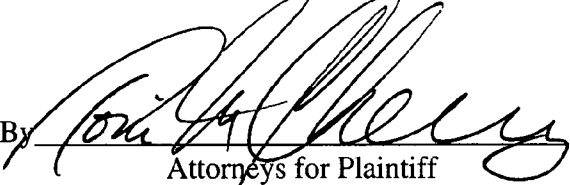
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CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of September, 2004, a Certificate Prerequisite to Service of a Subpoena Pursuant to Rule 4009.22 was served upon Defendant, KATRINA CHRISTIAN, by forwarding the same to her counsel of record, ANTHONY S. GUIDO, ESQ., by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

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

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

By 
Attorneys for Plaintiff

Dated: September 13, 2004

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

P. JOSEPH VALIGORSKY,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

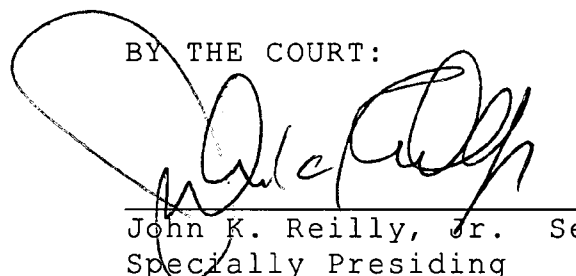
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NO. 03-1424-CD

ORDER OF COURT

NOW, this 13th day of September, 2004, upon consideration of plaintiff's motion for protective order to stay plaintiff's deposition, upon agreement of the parties IT IS THE ORDER OF THIS COURT that said motion shall be and is hereby granted to the extent that defendant's deposition of plaintiff shall occur October 5, 2004, at 2:00 o'clock p.m.

BY THE COURT:



John K. Reilly, Jr. Senior Judge
Specially Presiding

FILED ^{EW}

3:01 266 atty. *Quito*
2cc atty + Cherry

SEP 13 2004

William A. Shaw
Prothonotary

CA

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

No. 03-1424 C.D.

Type of Case:
Equity

Type of Pleading:

PRAECIPE

Filed on Behalf of:

Defendant, Katrina Christian

Counsel of Record for this
Party:

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

FILED *NO cc*
m/11:00 AM
SEP 24 2004

[Signature]
William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

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No. 03-1424 C.D.

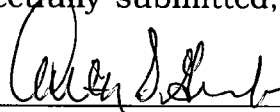
PRAECIPE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Defendant, Katrina Christian, hereby withdraws
Counterclaim II of her Counterclaim against Plaintiff in the above
entitled matter without prejudice.

A JURY TRIAL IS DEMANDED.

Respectfully submitted,



Anthony S. Guido
Attorney for Defendant

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

:
:
:
:
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:
:

No. 03-1424 C.D.

CERTIFICATE OF SERVICE

I do hereby certify that on the 23rd day of September, 2004, a true and correct copy of the within PRAECIPE was served upon the following by first class mail, postage prepaid, to:

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



Anthony S. Guido

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

P. JOSEPH VALIGORSKY, II,	:	No. 03-1424-CD
Plaintiff	:	
	:	CIVIL ACTION
	:	
vs.	:	Type of Case: SPECIFIC
	:	PERFORMANCE ACTION IN EQUITY
KATRINA CHRISTIAN,	:	
Defendant	:	Type of Pleading: CERTIFICATE OF
vs.	:	COMPLIANCE
	:	
	:	Filed on behalf of: Ervin S. Fennell, Jr.
	:	
	:	Counsel of Record for Party:
	:	ERVIN S. FENNELL, JR.
	:	Supreme Ct. No. 05873
	:	P.O. Box 606
	:	DuBois, PA 15801
	:	(814) 371-6900

FILED *EBK*
OCT 08 2004
2110:30/6
Prothonotary Clerk of Court
NO C/C

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

P. JOSEPH VALIGORSKY, II,	:	No. 03-1424-CD
Plaintiff	:	
	:	CIVIL ACTION
vs.	:	
	:	
KATRINA CHRISTIAN,	:	
Defendant	:	

CERTIFICATE OF COMPLIANCE
WITH SUBPOENA TO PRODUCE DOCUMENTS OR THINGS
PURSUANT TO RULE 4009.23

I, Ervin S. Fennell, Jr., certify to the best of my knowledge, information and belief that all documents or things required to be produced pursuant to the subpoena issued on September 2, 2004, and received by my office on September 15, 2004, have been produced.

Date: 10-4-04

Ervin S. Fennell, Jr.
Ervin S. Fennell, Jr.
Person served with subpoena

In The Court of Common Pleas of
Clearfield County, Pennsylvania
Civil Division

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs

KATRINA CHRISTIAN,
Defendant

CERTIFICATE OF COMPLIANCE

LAW OFFICES
ERVIN S. FENNELL, JR.
228 DEPOSIT BANK BUILDING
POST OFFICE BOX 606
DUBOIS, PENNSYLVANIA
15801-0606

FILED

OCT 08 2004

William A. S...
Prothonotary, Clerk of Court

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

P. JOSEPH VALIGORSKY, II,	:	No. 03-1424-CD
Plaintiff	:	
	:	CIVIL ACTION
	:	
vs.	:	Type of Case: SPECIFIC
	:	PERFORMANCE ACTION IN EQUITY
KATRINA CHRISTIAN,	:	
Defendant	:	Type of Pleading: ANSWER TO
vs.	:	SUBPOENA
	:	
	:	Filed on behalf of: Ervin S. Fennell, Jr.
	:	
	:	Counsel of Record for Party:
	:	ERVIN S. FENNELL, JR.
	:	Supreme Ct. No. 05873
	:	P.O. Box 606
	:	DuBois, PA 15801
	:	(814) 371-6900

FILED

OCT 08 2004
0/10:30/12
William A. Shaw
Prothonotary/Clerk of Courts
wc c/c

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

P. JOSEPH VALIGORSKY, II,	:	No. 03-1424-CD
Plaintiff	:	
	:	CIVIL ACTION
vs.	:	
	:	
KATRINA CHRISTIAN,	:	
Defendant	:	

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

Ervin S. Fennell, Jr., Respondent, upon whom a Subpoena to Produce Documents or Things was served on September 25, 2004, files the following Answer to Exhibit "A" containing in said Subpoena:

1. Enclosed are the entire contents of the Respondent's file arising out of the sale of Lots 2, 4, and 82 of Meadow Brook Plan of Lots, Sandy Township, Clearfield County, Pennsylvania, by Alice Corle and/or Katrina Christian to Joel W. Thomas, Sr., and Sandra D. Thomas, including documents, letters and the like.

2. Except for the copy of the deed from Alice Corle to P. Joseph Valigorsky, II, which we obtained from the Recorder's Office, the Respondent has no other documents or things nor any file pertaining to the sale by Alice Corle and Katrina Christian to Pa. Joseph Valigorsky, II.

Respectfully submitted,



Ervin S. Fennell, Jr.
Respondent

In The Court of Common Pleas of
Clearfield County, Pennsylvania
Civil Division

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

ANSWER TO SUBPOENA

LAW OFFICES
ERVIN S. FENNELL, JR.
228 DEPOSIT BANK BUILDING
POST OFFICE BOX 606
DUBOIS, PENNSYLVANIA
15801-0606

FILED

OCT 08 2004

William A. Shaw
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY :

-VS-

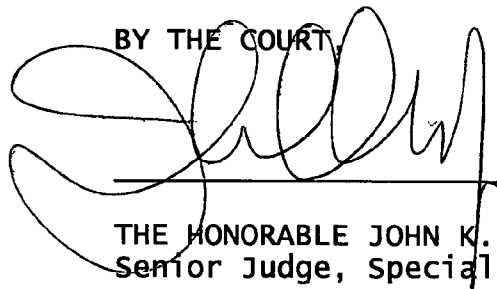
: No. 03-1424-CD

KATRINA CHRISTIAN :

O R D E R

NOW, this 13th day of October, 2004, following argument and briefs into Plaintiff's Preliminary Objections to Defendant's Counterclaim II, it is the ORDER of this Court that said Objections be and are hereby sustained and Defendant's Counterclaim II shall be and is hereby dismissed, with prejudice.

BY THE COURT



THE HONORABLE JOHN K. REILLY, JR.
Senior Judge, Specially Presiding

FILED ^{ELK}
OCT 13 2004
100 atty. Cherry
100 atty. Guido

OCT 13 2004

William A. Chaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

: No. 03 - 1424 C.D.
:
: Type of Case: ACTION FOR SPECIFIC
: PERFORMANCE IN EQUITY
:
: Type of Pleading: PLAINTIFF'S REPLY TO
: NEW MATTER AND COUNTERCLAIM
: AND NEW MATTER TO COUNTERCLAIM
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS
: PARTY:
:
: TONI M. CHERRY, ESQ.
: SUPREME COURT NO.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: ATTORNEYS AT LAW
: P. O. BOX 505
: ONE NORTH FRANKLIN STREET
: DUBOIS, PA 15801
:
: (814) 371-5800

FILED ^{26K}
m/11/2004 ^{2cc} AH
NOV 04 2004 T.C.

William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

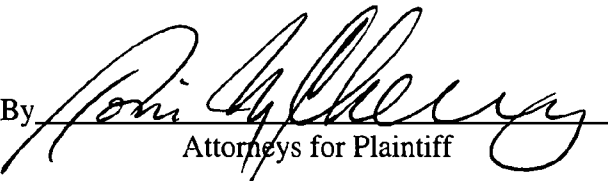
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: No. 03 - 1424 C.D.
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NOTICE TO PLEAD

To The Within Defendant:

YOU ARE HEREBY NOTIFIED TO PLEAD
TO THE WITHIN NEW MATTER TO
COUNTERCLAIM WITHIN TWENTY (20)
DAYS FROM THE DATE OF SERVICE
HEREOF.

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

By 
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

:
:
:
: No. 03 - 1424 C.D.
:
:
:

REPLY TO NEW MATTER

39. Insofar as Paragraph 39 of Defendant's New Matter incorporates by reference all of the allegations set forth in Paragraphs 1 through 38 of her Answer as fully as though the same were set forth at length herein, Plaintiff does reply to each *ad seriatim*:

1. Insofar as the answer to Paragraph 1 admits the allegations set forth in Paragraph 1 of Plaintiff's Amended Complaint, the same is ADMITTED.

2. Insofar as the answer to Paragraph 2 admits the allegations set forth in Paragraph 2 of Plaintiff's Amended Complaint, the same is ADMITTED.

3. Insofar as the answer to Paragraph 3 admits the allegations set forth in Paragraph 3 of Plaintiff's Amended Complaint, the same is ADMITTED.

4. Insofar as the answer to Paragraph 4 admits the allegations set forth in Paragraph 4 of Plaintiff's Amended Complaint, the same is ADMITTED

5. DENIED. The very title of the Listing Contract signed by Defendant acknowledges that it gives to Medred Realty Associates the "EXCLUSIVE RIGHT TO SELL REAL PROPERTY" on behalf of the Defendant. In addition, Paragraph 25 of said Contract

requires that, "Seller will not enter into another listing agreement with another broker that begins before the Ending Date of this Contract." The contract specifically provides that it ends on April 6, 2000, unless seller is negotiating a sale in which case the broker will continue to represent the seller until negotiations end. (See Paragraph 5.C.) Since broker was negotiating a sale for seller on April 6, 2000, with the Plaintiff, the contract continued past April 6, 2000, and broker remained the holder of the exclusive right to sell Defendant's property on behalf of Defendant. Lastly, Paragraph 6 of said contract attached to Plaintiff's Amended Complaint as Exhibit "A" and to Defendant's Answer, New Matter and Counterclaim as Exhibit "A" provides in pertinent part that "During the length or term of this Contract, Seller will not hire any other broker to sell the Property. Because at all pertinent times hereto, the contract was in effect, Medred Realty Associates was the broker having the exclusive right to sell Defendant's property." (See Paragraph 6 of Listing Contract) For all of the foregoing reasons, Plaintiff incorporates herein by reference the averments contained in Paragraph 5 of Plaintiff's Amended Complaint.

6. DENIED. By way of further answer, Plaintiff incorporates herein by reference the language of the listing contract which is attached to Plaintiff's Amended Complaint and to Defendant's Answer, New Matter and Counterclaim as Exhibit "A". Paragraph 6 of said listing contract clearly provides that, "Seller is hiring Broker to find a buyer for the Property." Paragraph 2 of the listing contract identifies the broker as "Medred Realty Associates". Paragraph 2 of said contract further sets forth that, "Salesperson is Nancy E. Moore, who works for the Broker". By way of further answer, Plaintiff incorporates herein by reference the definition of "broker" and the definition of "salesperson" set forth at 63 P.S.

§455.201 in answer thereto and reasserts and realleges the averments contained in Paragraph 6 of Plaintiff's Amended Complaint.

7. DENIED. In further answer thereto, Plaintiff incorporates herein by reference the averments set forth in subparagraphs 1 through 6 inclusive of this Reply and reiterates and realleges the averments contained in Paragraph 7 of the Amended Complaint.

8. DENIED. In answer thereto, Plaintiff reasserts and realleges the averments contained in Paragraph 8 of his Amended Complaint. By way of further answer, it is DENIED that Defendant CHRISTIAN made no such counter-offer at any time to Medred Realty Associates. On the contrary, she directed her salesperson named in the contract who worked for Defendant's broker to make such counter-offer to Plaintiff VALIGORSKY which counter-offer he accepted.

9. DENIED. In answer thereto, Plaintiff does reassert and reallege the averments contained in Paragraph 9 of his Amended Complaint as if the same were set forth at length herein. It is DENIED that Defendant CHRISTIAN made no such counter-offer. On the contrary, Defendant CHRISTIAN did direct the salesperson named in her exclusive listing contract who worked for Defendant as a result of working for Defendant's broker to make such counter-offer to Plaintiff VALIGORSKY. Plaintiff VALIGORSKY did accept the counter-offer made on behalf of Defendant at Defendant's direction. It is further DENIED that Nancy Moore is not the agent of Defendant CHRISTIAN or that she was the agent of Plaintiff VALIGORSKY. The terms of the listing agreement clearly detail the nature of Nancy Moore's relationship to both Medred Realty Associates and the Defendant CHRISTIAN and the terms of said contract accepted by the Defendant are asserted herein and incorporated into this answer

as if the same were set forth at length. Lastly, it is DENIED that the listing agreement expired on April 6, 2000. On the contrary, the listing agreement continued because Defendant CHRISTIAN was negotiating a sale with Plaintiff VALIGORSKY and, as a result, the contract continued until the end of negotiations by the terms of the contract set forth in Paragraph 5 thereof which are incorporated herein by reference as if fully set forth at length herein.

10. DENIED In answer thereto, Plaintiff incorporates herein by reference the averments set forth in Paragraph 9 of this Reply as well as the averments set forth in Paragraphs 5 and 8 of this Reply. By way of further answer, it is DENIED that Defendant CHRISTIAN did not accept or receive hand money as the deposit of that hand money to her agent in the transaction constitutes receipt and acceptance of said money by Defendant CHRISTIAN by law and she cannot repudiate the actions of her broker and salesperson in accepting that money on her behalf.

11. Insofar as the only allegations that are DENIED are DENIED by reason of insufficient knowledge or information, Plaintiff does reassert and reallege the averments contained in Paragraph 11 of the Amended Complaint in answer hereto.

12. DENIED as stated. The duplicate copy of the sales agreement containing the counter-offer made by Defendant CHRISTIAN and prepared at the direction of Defendant CHRISTIAN was mailed to her and she has acknowledged receipt of the same. In further answer thereto, Plaintiff reasserts and realleges the averments contained in Paragraphs 5 through 9 inclusive of this Reply as if the same were set forth at length herein.

13. DENIED. By telephone, Defendant, KATRINA CHRISTIAN, did advise Medred Realty Associates, through telephone conversation with the salesperson who works for

Medred Realty Associates that she had signed the agreement and would be mailing it back. In further answer thereto, Plaintiff reasserts and realleges the averments contained in Paragraphs 5 through 12 inclusive of this Reply as if the same were set forth at length herein. It is DENIED that the listing agreement had expired on April 6, 2000, and that there was no listing agreement in effect between Defendant CHRISTIAN and Medred Realty Associates on April 16, 2000. In answer thereto, Plaintiff does reassert and reallege the terms of the listing agreement attached to the Amended Complaint and the Answer, New Matter and Counterclaim of Defendant as Exhibit "A". Because Defendant was negotiating a sale with Plaintiff VALIGORSKY on April 6, 2000, the agreement remained in effect and the principal/agency relationship between Defendant CHRISTIAN and Medred Realty Associates and its salespersons continued to exist at all times relevant to the claims made by Plaintiff and certainly continued to exist after April 7, 2000.

14. DENIED. The listing agreement and the principal/agency relationship between Defendant CHRISTIAN and Medred Realty Associates continued after April 6, 2000, because on that date Defendant CHRISTIAN was in the process of negotiating a sale with Plaintiff VALIGORSKY. The offers for sale made by the representatives of Medred Realty Associates were made at the direction of and on the behalf of the Defendant CHRISTIAN.

15. DENIED. In answer thereto, Plaintiff incorporates herein by reference the averments contained in Paragraph 14 of this Reply. Defendant CHRISTIAN did direct her agent, Medred Realty Associates, to inquire if Plaintiff would be willing to buy the 5.3 acre parcel of land owned by Defendant CHRISTIAN.

16. DENIED. In answer thereto, Plaintiff incorporates herein by reference the averments contained in Paragraphs 5 and 15 of this Reply as if the same were set forth at length herein.

17. DENIED. Defendant CHRISTIAN and her sister, Alice Corle, did direct their agent, Medred Realty Associates, to offer to sell said 70.25 acre parcel to Plaintiff for the sum of \$75,000.00 with Plaintiff agreeing to pay all costs of sale so that Defendant CHRISTIAN and Alice Corle could net \$75,000.00 from the sale of the 70.25 acre parcel of land. Plaintiff did accept their counter-offer. It was only after Plaintiff accepted the counter-offer that Defendant CHRISTIAN proposed yet another counter-offer through her agent, Medred Realty Associates. That counter-offer was also accepted by Plaintiff. It is further DENIED that neither Nancy Moore nor Medred Realty Associates were the agents of Defendant CHRISTIAN and it is further DENIED that Nancy Moore was at any time during this transaction complained of in Plaintiff's Amended Complaint, the agent of Plaintiff VALIGORSKY. On the contrary, the very terms of the listing contract set forth in both the Amended Complaint and Defendant's Answer, New Matter and Counterclaim as Exhibit "A" clearly provides that Nancy Moore and Medred Realty Associates were the agents of Defendant CHRISTIAN and she cannot now deny the existence of that principal/agency relationship.

18. DENIED. By way of further answer, Plaintiff incorporates herein by reference the averments set forth in Paragraph 17 of this Reply as well as the averments contained in Paragraph 18 of Plaintiff's Amended Complaint as if the same were set forth at length herein.

19. DENIED. In answer thereto, Plaintiff incorporates herein by reference the averments contained in Paragraph 17 of this Reply as well as the averments contained in Paragraph 19 of the Amended Complaint and does reassert and reallege the averments contained in both paragraphs as if the same were set forth at length herein.

20. DENIED. In answer thereto, Plaintiff does reassert and reallege the averments contained in Paragraphs 17, 18, and 19 of this Reply and does reassert and reallege the averments contained in Paragraph 20 of Plaintiff's Amended Complaint. Plaintiff did accept the counter-offer of Defendant CHRISTIAN and it was only because Defendant CHRISTIAN failed to follow through with her part of the bargain that her sister, Alice Corle, refused to convey her interest in the three lots to Joel and Sandra Thomas. However, Plaintiff did thereafter convey the interest of Alice Corle and did thereafter deliver to Alice Corle her share of the proceeds for the sale of said lots to Joel and Sandra Thomas as per the agreement of all of the parties.

21. DENIED. Plaintiff incorporates herein by reference the averments contained in Paragraphs 17, 18, 19, and 20 of this Reply as if the same were set forth at length herein. It is further DENIED that the only agreement made by Defendant CHRISTIAN was to convey her one-half interest in and to said three lots to Joel and Sandra Thomas. On the contrary, Defendant CHRISTIAN did acknowledge her agreement to convey the remainder of the property to Plaintiff VALIGORSKY not only to other individuals but in the written agreement made with Joel and Sandra Thomas.

22. DENIED. In answer thereto, Plaintiff incorporates herein by reference the averments contained in Paragraphs 17 through 21 inclusive of this Reply as if the same were

set forth at length herein. It is further alleged in answer thereto that Defendant CHRISTIAN directed her agent, Medred Realty Associates, to prepare the sales agreement containing the counter-offer Defendant CHRISTIAN had made and Plaintiff VALIGORSKY had accepted.

23. DENIED. Defendant CHRISTIAN advised her agent, Medred Realty Associates, that she had signed the second Agreement dated July 7, 2000, that had been prepared at the direction of Defendant CHRISTIAN. Defendant further advised her agent, Medred Realty Associates, that she wanted to come back to the property and walk her dogs thereon one more time and would bring the signed Agreement back with her when she came to DuBois. All of this information was communicated to Plaintiff by Defendant's agent. By way of further answer, Plaintiff incorporates herein by reference the averments contained in Paragraphs 17 through 22 inclusive of this Reply as if the same were set forth at length herein.

24. DENIED. Plaintiff incorporates herein by reference the averments contained in Paragraphs 17 through 23 inclusive of this Reply as if the same were set forth at length herein.

25. DENIED. On the contrary, the agreement of Defendant CHRISTIAN to convey three lots to Joel and Sandra Thomas was dependent upon the agreement and acquiescence of Plaintiff VALIGORSKY who had previously accepted Defendant CHRISTIAN'S offer to buy those lots from her. Defendant CHRISTIAN did acknowledge the agreement with Plaintiff VALIGORSKY in the written agreement she executed with Joel and Sandra Thomas and acknowledged that those lots to be sold to Thomas would come out of the lands previously agreed to be sold to Plaintiff VALIGORSKY. It is DENIED that Plaintiff VALIGORSKY changed any part of the agreement and it is asserted that he fully complied

with the demands of Defendant CHRISTIAN and that the three lots were conveyed to Joel and Sandra Thomas.

26. DENIED. In answer thereto, Plaintiff incorporates herein by reference the averments contained in Paragraphs 17 through 25 inclusive of this Reply as if the same were set forth at length herein. The language of the agreement between Defendant CHRISTIAN and Joel and Sandra Thomas speaks for itself and clearly represents an acknowledgment by Defendant CHRISTIAN of her agreement to convey the subject property to Plaintiff VALIGORSKY. Because Defendant CHRISTIAN has acknowledged not only by the agreement with Thomas but also by her conversations with other individuals, her agreement to convey land to Plaintiff VALIGORSKY, the statute of frauds does not operate and Defendant cannot now rely on the statute of frauds as a defense when she has previously recognized the agreement and her obligation to convey land to Plaintiff VALIGORSKY. By way of further answer, it is DENIED that Nancy Moore was at any time the agent of Plaintiff VALIGORSKY. On the contrary, the contract signed by Defendant CHRISTIAN clearly appoints Nancy Moore as the agent of Defendant CHRISTIAN. Defendant CHRISTIAN contacted Ervin Fennell, Esq., for the preparation of the agreement and she knowingly and willingly signed the same, acknowledging her obligation to convey the property that is the subject of Plaintiff's instant suit to the Plaintiff.

27. DENIED. In answer thereto, Plaintiff incorporates herein by reference the averments set forth in Paragraphs 17 through 26 inclusive of this Reply as if the same was set forth at length herein. It is DENIED that Defendant CHRISTIAN had not entered into an agreement to convey the said 70.25 acre parcel less the three lots to Plaintiff. On the contrary,

Defendant entered into such an agreement and did later affirm the existence of that agreement in writing.

28. DENIED as stated. KATRINA CHRISTIAN hired the lawyer who drew the agreement of sale for the conveyance of three lots to Joel W. Thomas, Sr., and Sandra D. Thomas. More importantly, Defendant CHRISTIAN did sign the agreement which acknowledged in writing the agreement with Plaintiff VALIGORSKY and affirmed her obligation thereunder.

29. DENIED. On the contrary, Defendant CHRISTIAN did enter into an agreement to convey real estate interest she owned in the 70.25 acre parcel less three lots together with all of her interest in the 5.3 acre parcel. She affirmed that offer to her agent and to others orally and did also acknowledge in writing the agreement for such conveyance and her obligations thereunder.

30. Insofar as Paragraph 30 has been ADMITTED, Plaintiff reasserts and realleges the averments contained in Paragraph 30 of Plaintiff's Amended Complaint as if the same were set forth at length herein.

31. DENIED. By way of further answer, Plaintiff incorporates herein by reference the averments contained in Paragraphs 17 through 29 inclusive of this Reply as if the same were set forth at length herein.

32. DENIED. In answer thereto, Plaintiff incorporates herein by reference the averments contained in Paragraphs 17 through 29 inclusive of this Reply as if the same were set forth at length herein.

33. Insofar as the averments contained in Paragraph 33 are ADMITTED, Plaintiff reasserts and realleges the averments contained in Paragraph 33 of his Amended Complaint as if the same were set forth at length herein.

34. DENIED. Plaintiff VALIGORSKY executed a deed conveying his interest in the subject three lots to Joel and Sandra Thomas and the payment for said lots was made to Alice Corle in furtherance of the agreement reached by the parties. Consequently, Plaintiff has done all that he need do in furtherance of his obligations under the agreement and is entitled to specific performance. The allegations of any scheme between Plaintiff VALIGORSKY and Nancy Moore are scandalous and impertinent and as they appear directly in New Matter have been stricken by the Order of Court dated July 16, 2004. It is DENIED that such allegations can pose any defense to an action to specific performance and are DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that there was any scheme between Plaintiff VALIGORSKY and Nancy Moore. On the contrary, Nancy Moore at all times acted as the agent of Defendant CHRISTIAN and at all times conducted herself in accordance with the directive of Defendant CHRISTIAN.

35. DENIED. In answer thereto, Plaintiff incorporates herein by reference the averments contained in Paragraphs 5 through 34 inclusive of this Reply as if the same were set forth at length herein. Defendant CHRISTIAN entered into an agreement with Plaintiff VALIGORSKY for the sale of her interest in said parcels of land to Plaintiff VALIGORSKY. She affirmed that agreement orally with her agent as well as other individuals and confirmed the existence of the agreement in writing.

36. DENIED. Nancy Moore was at all times the agent of Defendant CHRISTIAN as evidenced by her appointment by Defendant CHRISTIAN in the listing contract attached to Plaintiff's Amended Complaint as Exhibit "A". Defendant CHRISTIAN not only authorized but directed her agent, Medred Realty Associates, to prepare the agreement between Plaintiff and Defendant. Evidence that the agreement was what had been offered by the Defendant is found in the fact that her co-tenant who is also a party to the listing contract affirmed the agreement with Plaintiff VALIGORSKY and proceeded to finalize the sale of her interest to Plaintiff VALIGORSKY.

37. DENIED. The terms of the agreement between Plaintiff and Defendant were certain, distinct and free from ambiguity and were clearly stated by both Defendant and the Plaintiff and were expressly agreed to by both parties. Thereafter, Defendant recognized her obligation to convey to Plaintiff VALIGORSKY in writing and repeatedly acknowledged that said Agreement was binding upon her. By way of further answer, the averments contained in Paragraphs 5 through 36 inclusive of Plaintiff's Reply are incorporated herein by reference as though set forth at length herein.

38. DENIED. Defendant has affirmed the existence of an agreement for the sale of the remainder of the 70.25 acres and the additional 5.3 acres to Plaintiff both orally and in writing and has confirmed the terms of said agreement with Plaintiff by discussions with her agent and other third parties and she cannot now deny the existence of an agreement nor deprive Plaintiff of his right to specific performance thereof. In further answer thereto, the averments contained in Paragraphs 5 through 36 inclusive are incorporated herein by reference as though the same were set forth at length herein.

40. Paragraph 40 has been stricken from Defendant's New Matter by Order of the Court of Common Pleas dated July 16, 2004, and filed July 21, 2004. Since it is no longer part of Defendant's New Matter or a part of Defendant's defense in this cause of action, no reply is required.

41. Paragraph 41 has been stricken from Defendant's New Matter by Order of the Court of Common Pleas dated July 16, 2004, and filed July 21, 2004. Since it is no longer part of Defendant's New Matter or a part of Defendant's defense in this cause of action, no reply is required.

42. DENIED. At all times pertinent hereto, Nancy Moore was an agent of Medred Realty Associates and was an agent of the Defendant. Defendant knew at all times pertinent hereto that Nancy Moore was an agent of Medred Realty Associates as that information was communicated to her in writing at Paragraph 2 of the listing contract attached to Plaintiff's Amended Complaint and Defendant's Answer, New Matter and Counterclaim as Exhibit "A". Defendant was advised in writing that Nancy Moore was her salesperson and that Nancy Moore worked for Medred Realty Associates, the broker that Defendant retained to find a buyer for her property. Defendant knew that Nancy Moore was her salesperson and knew that Nancy Moore was an agent of Medred Realty Associates because she was a salesperson who worked for that broker at all times pertinent to the matters giving rise to Plaintiff's Complaint.

43. Paragraph 43 has been stricken from Defendant's New Matter by Order of the Court of Common Pleas dated July 16, 2004, and filed July 21, 2004. Since it is no longer part of Defendant's New Matter or a part of Defendant's defense in this cause of action, no reply is required.

44. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, the listing agreement did not expire by its terms on April 6, 2000, because Defendant CHRISTIAN was negotiating a sale through Medred Realty Associates with Plaintiff and, as a result, by the very language of the contract, Medred Realty Associates, as Defendant's broker continued to represent Defendant until negotiations with Plaintiff VALIGORSKY ended. Negotiations continued prior to April 6, 2000, through July of 2000 when an agreement was finally reached and Plaintiff accepted the last counter-offer made by Defendant.

It is DENIED that any provisions of the agreement are illegal or contrary to the provisions of the statutory provisions governing brokers and brokerage agreements. Such an allegation is a conclusion of law to which no response is required. However, insofar as a response is required, it is DENIED that any provision of the "Real Estate Licensing and Registration Act" has been violated or that any violation thereof would provide any defense for Defendant to Plaintiff's action.

In further answer, it is averred that Defendant CHRISTIAN signed a contract agreeing that the listing contract would be extended beyond April 6, 2000, if Defendant CHRISTIAN were negotiating a sale. Defendant CHRISTIAN was negotiating a sale and thus she is estopped from denying that she had an agreement with Medred Realty Associates whereby Medred Realty Associates was her agent in her negotiations with Plaintiff.

45. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that the listing agreement expired on April 6, 2000. On the contrary, the terms of the listing contract provide that it extends beyond April 6, 2000, and that

Medred Realty Associates will continue to represent Defendant Seller if a sale is then being negotiated and that such representation of Defendant Seller by broker, Medred Realty Associates, continues until negotiations end. Because a sale was being negotiated by Medred Realty Associates on behalf of Defendant, KATRINA CHRISTIAN, on April 6, 2000, the contract extended beyond that date by agreement of the parties. At no time prior to April 6, 2000, or thereafter did Defendant CHRISTIAN ever advise Medred Realty Associates or the Plaintiff that she considered the listing contract to be ended on April 6, 2000, and Plaintiff continued to negotiate with Defendant through her agent and broker after April 6, 2000. Defendant is now estopped from claiming that there was no contractual arrangement or agency relationship between Medred Realty Associates and KATRINA CHRISTIAN after April 6, 2000.

46. Paragraph 46 has been stricken from Defendant's Answer, New Matter and Counterclaim by Order of the Court of Common Pleas dated July 16, 2004, and filed on July 21, 2004. Since it is no longer part of Defendant's Answer, New Matter and Counterclaim or a part of Defendant's defense of Plaintiff's cause of action, no reply is required.

47. DENIED. Raymond Medred, the principal of Medred Realty Associates, never valued the property at \$149,900.00 at the time that Defendant CHRISTIAN listed the property with Medred Realty Associates. On the contrary, no valuation was ever performed on this property by Raymond Medred but; instead, the property was listed by Medred Realty Associates at a price chosen without valuation and without investigation as to the amount of wetlands that the property contained or without any investigation as to the market value of the property. By way of further answer, it is averred that the listing price of said property has no

relevance and is not a defense of Plaintiff's Motion for Specific Performance as Defendant CHRISTIAN agreed to sell said property for a figure other than the listing price as the property had been on the market for years with no offer.

48. Paragraph 48 has been stricken from Defendant's Answer, New Matter and Counterclaim by Order of the Court of Common Pleas dated July 16, 2004, and filed July 21, 2004. Since it is no longer part of Defendant's Answer, New Matter and Counterclaim or a part of Defendant's defense to Plaintiff's cause of action, no reply is required.

49. Paragraph 49 has been stricken from Defendant's Answer, New Matter and Counterclaim by Order of the Court of Common Pleas dated July 16, 2004, and filed July 21, 2004. Since it is no longer part of Defendant's Answer, New Matter and Counterclaim or a part of Defendant's defense to Plaintiff's cause of action, no reply is required.

50. DENIED. The agreements between Plaintiff VALIGORSKY and Defendant CHRISTIAN were not oral in nature but were reduced to writing in great detail by Defendant CHRISTIAN'S agent for the benefit of Defendant CHRISTIAN at Defendant CHRISTIAN'S direction. It is DENIED that Plaintiff has not attached a copy of any written agreement or written memorandum to his Complaint. On the contrary, the agreement detailing the exact terms of the agreement reduced to writing at the direction of Defendant CHRISTIAN by her agent is attached to the Amended Complaint as Exhibit "C". While it is ADMITTED that Plaintiff did not attach a copy of any agreement actually signed by Defendant CHRISTIAN, Defendant CHRISTIAN advised her agent that she had executed the agreement and also affirmed the existence of the agreement and her obligations thereunder not only orally to third

parties but in writing and a copy of her affirmation of the existence of the agreement to sell land to Plaintiff is attached to Plaintiff's Amended Complaint as Exhibit "D".

51. DENIED. The agreement or agreements upon which Plaintiff brings this action is not governed by the statute of frauds because Defendant subsequently recognized the obligation and affirmed the existence of the contract to sell the land in question to Plaintiff and recognized that such contract was binding upon her. Consequently, she will not be allowed to interpose the defense of the statute of frauds and the statute of frauds does not govern the instant action as a defense thereto.

52. DENIED. In answer thereto, Plaintiff reasserts and realleges the averments set forth in Paragraph 51 of this Reply as if the same were set forth at length herein. By way of further answer, it is DENIED that the provisions of the statute of frauds have any application to the case at hand or that the statute of frauds can be used as a defense by the Defendant to Plaintiff's cause of action because Defendant has previously acknowledged both orally and in writing the existence of the agreement to convey land to the Plaintiff and; thus, she cannot interpose the defense of the statute of frauds.

53. DENIED as a conclusion of law to which a response is not required. Insofar as a response is required, it is DENIED that the statute of frauds can be used by Defendant as a defense to Plaintiff's cause of action. Defendant cannot now deny the existence of an agreement to convey the remainder of the 70.25 acre parcel and the 5.3 acre parcel to Plaintiff VALIGORSKY when she has previously acknowledged the existence of a contract and recognized her obligations thereunder and that she was bound to convey the premises to Plaintiff VALIGORSKY.

54. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that the listing agreement does not authorize Medred Realty Associates to enter into any agreement of sale covering the property which is the subject of said agreement. The broker, as agent of the Defendant, did find a buyer willing to pay a price that the Defendant accepted and the broker did cause the counter-offer of the Defendant to be delivered to Plaintiff at the request of the Defendant and when said offer was accepted by Plaintiff, the broker did accept down money on behalf of the Defendant, KATRINA CHRISTIAN, and did prepare a document memorializing the agreement of the parties which Defendant CHRISTIAN advised her agent she had signed.

55. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that the listing agreement granted Medred Realty Associates only the authority to find a buyer for the consideration of \$149,900.00. The authority granted to Medred Realty Associates by the terms of the listing agreement is contained therein and the contract speaks for itself. By way of further answer, it is averred that Defendant, KATRINA CHRISTIAN, issued a counter-offer to Plaintiff that she directed her agent, Medred Realty Associates, to deliver and when that offer was accepted, Defendant CHRISTIAN acknowledged the existence of an agreement and she is now estopped from repudiating the actions of her agent that she authorized and directed the agent to take.

56. DENIED. Defendant CHRISTIAN, along with her sister, Alice Corle, entered into an agreement with Plaintiff VALIGORSKY for the sale of all interest she had in the subject 70.25 acre parcel of ground less 3 acres as well as her interest in the 5.3 acre parcel. She

previously acknowledged said agreement to third parties orally and acknowledged the agreement in writing and cannot now deny what she previously affirmed.

57. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that §455.606b. of Title 63 defines the duties of seller's agent as set forth by Defendant in Paragraph 57 of her New Matter. On the contrary, §455.606b. requires the seller's agent to be loyal to the seller and to take action that is consistent with the seller's interest in a transaction and to make a continuous and good faith effort to find a buyer for the property. In the case at hand, Medred Realty Associates, as the agent of Defendant CHRISTIAN did her bidding and did extend the counter-offer that she directed and did secure a buyer in Plaintiff VALIGORSKY willing to accept the terms propounded by Defendant CHRISTIAN. Defendant CHRISTIAN subsequently affirmed the agreement to her agent and advised said agent that she had signed the agreement and would bring the same with her when she came to DuBois.

58. DENIED. On the contrary, Plaintiff VALIGORSKY tendered payment to Defendant through Defendant's agent. Once Defendant's agent accepted the payment on behalf of Defendant, Defendant cannot repudiate the action of her agent. Defendant CHRISTIAN cannot deny that she entered into any such agreement now since she had previously affirmed the existence of said agreement and has acknowledged in writing her obligations to convey said property to Plaintiff.

59. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, Plaintiff withdrew the action in partition filed to No. 02 - 45 C.D. when the facts in this case became known to his counsel of record. Because the foregoing case was

withdrawn without a decision having been rendered thereon, it does not act to bar the instant action on the part of the Plaintiff and Defendant cannot assert the same as a defense to the instant action.

WHEREFORE, Plaintiff respectfully requests judgment against Defendant CHRISTIAN in accordance with the relief prayed in Plaintiff's Amended Complaint.

REPLY TO COUNTERCLAIM I

60. Plaintiff incorporates herein by reference the averments contained in Paragraphs 39 through 59 inclusive of the foregoing Reply to New Matter as fully as if the same had been set forth at length herein.

61. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that the agreement which is the subject of Plaintiff's Complaint is unenforceable by the applicable provisions of the statute of frauds. On the contrary, Defendant cannot interpose the defense of the statute of frauds in the instant case because Defendant subsequently recognized her obligation to convey the land in question to Plaintiff and she affirmed the existence of the contract in writing and recognized it as binding upon her. The statute of frauds does not absolutely invalidate an oral contract and because Defendant has acknowledged the existence of the contract, both orally and in writing, the purpose of the statute of frauds is served and the oral contract between Plaintiff and Defendant must be enforced by the Court.

62. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that Plaintiff is guilty of bad faith or obdurate or vexatious

conduct in bringing this action and it is further DENIED that the oral agreement is unenforceable pursuant to the provisions of the statute of frauds. Because Defendant has previously acknowledged and recognized her obligation in writing and has affirmed the existence of a contract to sell land to Plaintiff in writing, the purpose of the statute of frauds has been served and the agreement can be enforced by the Court. Defendant cannot now assert the statute of frauds when she has previously acknowledged the existence of the agreement. Moreover, by way of further answer, Plaintiff cannot be held to be guilty of any bad faith nor obdurate or vexatious conduct in bringing an action to enforce his rights to an agreement entered into between the parties and to demand specific performance thereof by Defendant.

63. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that Defendant CHRISTIAN is entitled to any attorney's fees and costs pursuant to §2503 of the Act of 1976. On the contrary, Plaintiff's action in demanding specific performance of an agreement that Defendant CHRISTIAN has previously acknowledged cannot be deemed to be evidence of bad faith or obdurate or vexatious conduct entitling Defendant to counsel fees.

WHEREFORE, Plaintiff respectfully requests that Defendant's Counterclaim I be dismissed with costs assessed against Defendant.

REPLY TO COUNTERCLAIM II

Insofar as Defendant's Counterclaim II has been dismissed with prejudice by Order of Court dated October 13, 2004, no reply to any allegations contained therein is necessary.

NEW MATTER TO DEFENDANT'S COUNTERCLAIM

64. Plaintiff incorporates herein by reference the averments contained in Paragraphs 39 through 59 inclusive of the foregoing Reply to New Matter and the averments contained in Paragraphs 60 through 63 inclusive of the foregoing Reply to Counterclaim I and reasserts and realleges the same as if set forth at length herein.

65. Because at all times through her dealings with Plaintiff for the sale of the subject premises, Defendant CHRISTIAN acted through her agents, Medred Realty Associates and Nancy E. Moore, she is barred by the principles of agency from repudiating the actions and assertions of her agents made on her behalf and at her direction.

66. That because Defendant did not terminate her relationship with Medred Realty Associates and Nancy E. Moore prior to the commencement of their negotiations on her behalf with Plaintiff, she cannot now deny that Medred Realty Associates and Nancy E. Moore were her agents in all dealings with Plaintiff and acted on her behalf and by her direction in their dealings with Plaintiff.

67. That Defendant's Counterclaim is barred by the principles of agency.

68. That because Defendant has previously affirmed the existence of a contract with Plaintiff and her obligations to convey the premises which are the subject of Plaintiff's action to Plaintiff, she is estopped from now denying the existence of a contract.

69. That Defendant's Counterclaim is barred by the doctrine of estoppel.

70. That the Statute of Frauds does not bar the enforcement of the agreement entered into between Plaintiff and Defendant because Defendant has previously affirmed the existence

of the contract and recognized that the same was binding upon her and has further acknowledged the existence of a contract in writing.

71. That because the Statute of Frauds has been served, it does not bar the Plaintiff's action for specific performance.

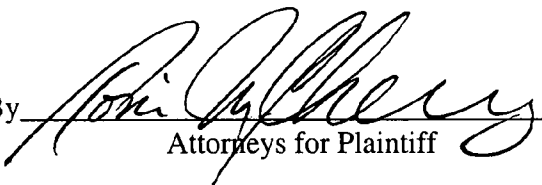
72. That the Statute of Frauds as a defense to Plaintiff's action for specific performance cannot form the basis of a claim for counsel fees on the basis of obdurate or vexatious conduct or bad faith because Defendant has previously affirmed the existence of a contract with Plaintiff and cannot now raise the Statute of Frauds as a defense.

WHEREFORE, Plaintiff claims judgment against Defendant and respectfully demands the relief requested by Plaintiff in his Amended Complaint with costs assessed against Defendant.

Respectfully submitted,

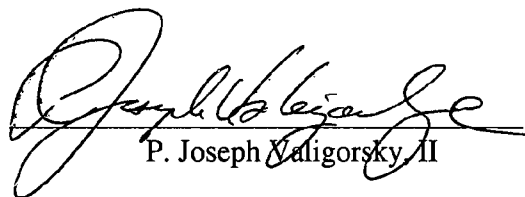
GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff

VERIFICATION

I, P. JOSEPH VALIGORSKY, II, Plaintiff, verify that the information provided in the foregoing Reply to New Matter and Counterclaim and New Matter to Counterclaim is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



P. Joseph Valigorsky, II

DATED: November 3, 2004

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

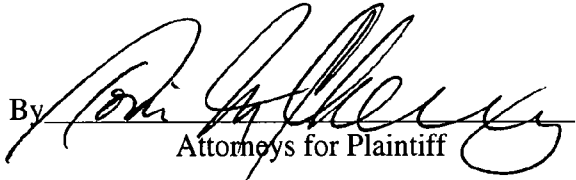
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: No. 03 - 1424 C.D.
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CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of November, 2004 a true and correct copy of Plaintiff's Reply to New Matter and Counterclaim and New Matter to Counterclaim was sent to ANTHONY S. GUIDO, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

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

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

By 
Attorneys for Plaintiff

Dated: November 3, 2004

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


ATTORNEY FOR
Plaintiff

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

No. 03-1424 C.D.

Type of Case:
Equity

Type of Pleading:

**REPLY TO PLAINTIFF'S
NEW MATTER TO
DEFENDANT'S
COUNTERCLAIM**

Filed on Behalf of:

Defendant, Katrina Christian

Counsel of Record for this
Party:

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

FILED

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William A. Shaw
Prothonotary/Clerk of Courts

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN
Defendant

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No. 03-1424 C.D.

**REPLY TO PLAINTIFF'S NEW MATTER
TO DEFENDANT'S COUNTERCLAIM**

AND NOW, comes the Defendant, KATRINA CHRISTIAN, by and through her attorneys, HANAK, GUIDO AND TALADAY, and hereby presents the following Reply to Plaintiff's New Matter to Defendant's Counterclaim as follows:

64. Denied. In reply thereto, Defendant incorporates by reference the averments in Defendant's New Matter paragraphs 39 through 59 inclusive and Paragraphs 60 through 63 inclusive of Defendant's Counterclaim I as though fully set forth herein.

65. Denied. The averments of the Plaintiff are conclusions of law and not averments of fact and therefore no reply is required. To the extent a reply is necessary in reply thereto, Defendant incorporates all of the averments of Defendant's Answer and New Matter as though fully set forth herein.

66. Denied. The averments of the Plaintiff are conclusions of law and not averments of fact and therefore no reply is required. To

the extent a reply is necessary in reply thereto, Defendant incorporates all of the averments of Defendant's Answer and New Matter as though fully set forth herein.

67. Denied. The averments of the Plaintiff are conclusions of law and not averments of fact and therefore no reply is required. To the extent a reply is necessary in reply thereto, Defendant incorporates all of the averments of Defendant's Answer and New Matter as though fully set forth herein.

68. Denied. Defendant did not at any time affirm either in writing or orally any alleged agreement with Plaintiff concerning the subject premises. Further, despite the fact that Plaintiff has averred that he entered into an alleged agreement with Defendant whereby Defendant allegedly agreed to convey her interest in the subject property to Plaintiff for the sum of \$37,500 and further alleged that Defendant agreed to convey a second property comprising 5 acres to Plaintiff if Plaintiff would exclude from said premises the 3 lots Defendant had agreed to convey to the Thomases, Plaintiff later demanded from the Thomases \$1,000 for two of those lots and refused to convey the third as set forth in letter from Plaintiff's counsel to David King, Esq., the Thomases' counsel dated February 5, 2002, a copy of which is attached hereto and marked Exhibit "I". Consequently, Plaintiff is estopped from asserting that any such agreement existed with Defendant either oral or written.

69. Denied. The averments of the Plaintiff are conclusions of law and not averments of fact and therefore no reply is required. To

the extent a reply is necessary in reply thereto, Defendant incorporates all of the averments of Defendant's Answer and New Matter as though fully set forth herein.

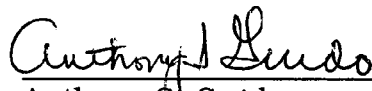
70. Denied. In reply thereto, the answer to Paragraph 68 herein is incorporated by reference as though set forth more fully at length.

71. Denied. The averments of the Plaintiff are conclusions of law and not averments of fact and therefore no reply is required. To the extent a reply is necessary in reply thereto, Defendant incorporates all of the averments of Defendant's Answer and New Matter as though fully set forth herein.

72. Denied. The averments of Paragraph 72 are conclusions of law and not averments of fact and therefore no reply is required. To the extent a reply is required, Defendant incorporates the averments of Paragraphs 65 and 68 of this reply as though fully set forth herein.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed.

Respectfully submitted,



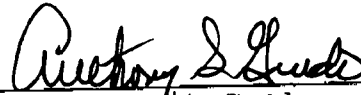
Anthony S. Guido
Attorney for Defendant

VERIFICATION

I, ANTHONY S. GUIDO, hereby verify that the statements contained in the foregoing Reply to Plaintiff's New Matter to Defendant's Counterclaim are correct to the best of my personal knowledge or information and belief.

At the time of the signing of this Verification, Defendant was out of the jurisdiction and unavailable. The undersigned has sufficient knowledge to sign this Verification as I am counsel for Defendant and possess a detailed knowledge of the case.

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

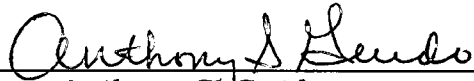


Anthony S. Guido
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that on the 17th day of November, 2004, a true and correct copy of the within Reply to Plaintiff's New Matter to Defendant's Counterclaim was served upon the following by first class mail, postage prepaid, to:

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



Anthony S. Guido

LAW OFFICES
GLEASON, CHERRY AND CHERRY, L.L.P.
P. O. Box 505
DuBois, Pennsylvania 15801-0505
ONE NORTH FRANKLIN STREET

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

AREA CODE 814
371-2500
FAX NUMBER
(814) 371-2538

February 5, 2002

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

RE: VALIGORSKY vs. CHRISTIAN & THOMAS

Dear Dave:

As I advised, I have had an opportunity to review the documents in the real estate file and I will be filing an Amended Complaint to raise other counts. Consequently, there is no need for you to file an Answer to the Partition Complaint within any particular period of time and, in fact, it would be just as well for you not to file an Answer since I will be amending my Complaint forthwith.

In the meantime, I had an opportunity to speak with my client and he is agreeable to dropping his actions against Mr. and Mrs. Thomas and resolving the matter with them on the following terms:

1. Mr. and Mrs. Thomas would pay to Dr. Valigorsky the sum of \$1,000.00.
2. Dr. Valigorsky would deed to Mr. and Mrs. Thomas his interest in the two side lots.
3. Mr. and Mrs. Thomas would convey to Dr. Valigorsky their interest in the remaining lot that fronts Van Tassel Road.

Kindly advise if Mr. and Mrs. Thomas are agreeable to resolving Dr. Valigorsky's claims against them on the above terms. If so, kindly advise and we can prepare the necessary documents so that my Amended Complaint can be filed only against Mrs. Christian.

If Mr. and Mrs. Thomas are not agreeable to a resolution based on the foregoing, please advise me of that immediately as well so that I can proceed to prepare my Amended Complaint.

EXHIBIT "I"

David P. King, Esq.

Page Two

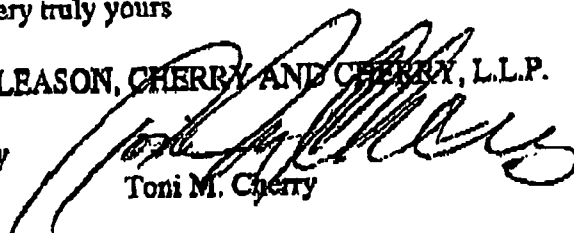
February 5, 2002

Thanking you for your kind attention to this matter, we remain

Very truly yours

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

By


Toni M. Cherry

TMC:mls

cc: Dr. P. Joseph Valigorsky, II

CA

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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No. 03-1424 C.D.

ORDER OF COURT

AND NOW, this 6th day of December, 2004, upon
consideration of the foregoing Motion for Judgment on the Pleadings,

IT IS HEREBY ORDERED AND DECREED that a Hearing on
Defendant's Motion for Judgment on the Pleadings is scheduled for the
5 day of January, 2005, at 2:00 o'clock A.m. in
Courtroom No. 1, Clearfield County Courthouse, Clearfield,
Pennsylvania.

BY THE COURT:

Frederick J. Cunningham

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William A. Shaw
Prothonotary

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

: No. 03 - 1424 C.D.
:
: Type of Case: ACTION FOR SPECIFIC
: PERFORMANCE IN EQUITY
:
: Type of Pleading: PLAINTIFF'S ANSWER
: TO MOTION FOR JUDGMENT ON THE
: PLEADINGS
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS
: PARTY:
:
: TONI M. CHERRY, ESQ.
: SUPREME COURT NO.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: ATTORNEYS AT LAW
: P. O. BOX 505
: ONE NORTH FRANKLIN STREET
: DUBOIS, PA 15801
:
: (814) 371-5800

FILED

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William A. Shaw
Prothonotary/Clerk of Courts

2 CERT TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

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: No. 03 - 1424 C.D.
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**ANSWER TO MOTION FOR
JUDGMENT ON THE PLEADINGS**

AND NOW, comes the Plaintiff, P. JOSEPH VALIGORSKY, II, by and through his attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and answers the Motion for Judgment on the Pleadings filed pursuant to Pa. R.C.P. 1034 by Defendant as follows:

1. ADMITTED.

2. DENIED as stated. In his Complaint, VALIGORSKY contends that CHRISTIAN, through her agent, did offer to sell to VALIGORSKY her one-half interest in certain premises situate in Sandy Township and the City of DuBois, Clearfield County, Pennsylvania, for the sum of \$35,000.00 and for other valuable consideration, to wit, the payment of her agent's commission and all closing costs by VALIGORSKY.

3. DENIED as stated. While it is true that in her pleadings CHRISTIAN now denies making such oral agreement or executing any agreement authorizing Medred Realty Associates in writing to agree to sell the subject premises, she previously affirmed the terms of the oral

agreement and previously directed her agent to reduce said agreement and its terms to writing which was done by her said agent on her behalf.

4. DENIED as stated. VALIGORSKY attached to his Amended Complaint as Exhibit "D" a writing signed by CHRISTIAN whereby she confirmed the existence of her agreement to sell the subject premises to VALIGORSKY and it is hornbook law that an oral agreement within the statute of frauds will be enforced against a defendant, if the defendant either advertently or inadvertently, admits the making of the oral agreement. See Martin v. Wilson, 371 Pa. 529, 92 A.2d 193 (1952).

5. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is alleged that the Listing Agreement attached to CHRISTIAN'S Answer, New Matter and Counterclaim as Exhibit "A" speaks for itself.

6. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that the Listing Contract signed by CHRISTIAN grants to Medred Realty Associates only the authority to find a buyer for the sum of \$149,000.00. On the contrary, the Listing Contract speaks for itself and the terms of said contract are incorporated herein by reference. Moreover, in further answer thereto, Plaintiff does incorporate herein by reference the averments set forth in Paragraphs 6 and 14 through 37 inclusive of Plaintiff's Amended Complaint for Specific Performance as if the same were set forth at length herein.

7. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that the Listing Agreement does not authorize Medred Realty Associates to perform any other acts on behalf of CHRISTIAN. On the contrary, the

Listing Agreement makes Medred Realty Associates the exclusive agent of CHRISTIAN for the purposes of negotiating a sale of the subject premises which Medred Realty Associates did in the instant case.

8. DENIED. On the contrary, VALIGORSKY does allege in his Amended Complaint facts which would take the oral agreement out of the statute of frauds. In particular, in Paragraph 26 VALIGORSKY has alleged that the Defendant, KATRINA CHRISTIAN, did acknowledge the existence of her agreement with VALIGORSKY in writing and did attach a true and correct copy of the writing wherein she acknowledged the agreement as Exhibit "D". In addition, in Paragraph 38, VALIGORSKY alleged that Defendant has affirmed the existence of an agreement with Plaintiff for the sale of the remainder of the 70.25 acres and the additional 5.3 acres both orally and in writing and has confirmed the terms of that agreement in writing. Moreover, VALIGORSKY alleged that he did perform all that he was obligated to do under the agreement and purchased the interest of Defendant CHRISTIAN'S co-tenant on the same terms as were agreed upon with CHRISTIAN, thus changing his position with regard to the subject premises which actions would take this matter out of the statute of frauds.

9. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that the oral agreement for the sale of the subject realty to VALIGORSKY is unenforceable pursuant to the provisions of the statute of frauds, 33 P.S. §1, *et seq.* The statute of frauds does not absolutely invalidate an oral contract relating to land but is intended merely to guard against perjury on the part of one claiming under the alleged agreement. If the title holder admits, either in his pleadings or his testimony, that he did in fact enter into the contract, the purpose of the statute of frauds is served and the oral agreement will

be enforced by the court. See Sferra v. Urling, 328 Pa. 161 (1937); Williams v. Moodhard, 341 Pa. 273, 19 A.2d 101 (1941) and Shaffer vs. Shaffer, 344 Pa. 158, 23 A.2d 883 (1942).

10. ADMITTED.

11. DENIED. Plaintiff has alleged that Defendant CHRISTIAN has admitted that she entered into the contract with VALIGORSKY both orally and in writing. Even if Defendant CHRISTIAN denies that she has affirmed the contract in her pleadings, Plaintiff has established a genuine issue of material fact and he has the right to question Defendant CHRISTIAN at trial and to present evidence from third parties that Defendant CHRISTIAN has admitted the agreement.

12. DENIED as a conclusion of law to which no response is required, Insofar as a response is required, it is DENIED that the statute of frauds invalidates the oral contract between Plaintiff and Defendant. Defendant has admitted both orally and in writing that she entered into a contract with Plaintiff VALIGORSKY and, accordingly, the purpose of the statute of frauds is served and the oral agreement should be enforced by Your Honorable Court.

WHEREFORE, Plaintiff respectfully requests Your Honorable Court to dismiss Defendant's Motion for Judgment on the Pleadings.

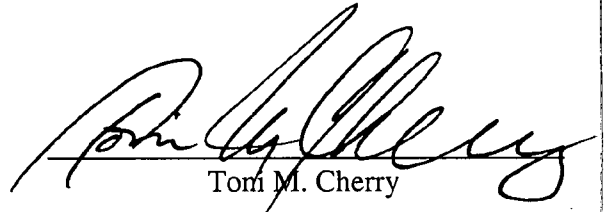
Respectfully submitted,

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

By 
Attorneys for Plaintiff

VERIFICATION

I, TONI M. CHERRY, ESQ., counsel for Plaintiff, verify that the information provided in the foregoing Answer to Motion for Judgment on the Pleadings is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



Tom M. Cherry

DATED: January 3, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

:
:
:
: No. 03 - 1424 C.D.
:
:

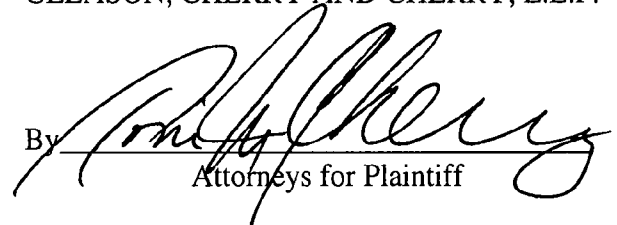
CERTIFICATE OF SERVICE

I hereby certify that on this 3RD day of January, 2005 a true and correct copy of Plaintiff's Answer to Motion for Judgment on the Pleadings was sent to ANTHONY S. GUIDO, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

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

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

By


Attorneys for Plaintiff

Dated: January 3, 2005

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

Paul H. Cherry
ATTORNEY FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

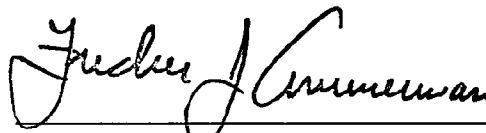
KATRINA CHRISTIAN,
Defendant

:
:
:
: No. 03 - 1424 C.D.
:
:
:

ORDER

AND NOW, this 25th day of January, 2005, Plaintiff, P. JOSEPH VALIGORSKY, II, having filed a Motion to Strike Paragraphs 68, 70 and 72 and Exhibit "I" From Defendant's Reply to Plaintiff's New Matter to Defendant's Counterclaim, an argument on said Motion is hereby scheduled for the 22 day of February, 2005, at 2:00 o'clock P.M. in Courtroom No. 1 of the Clearfield County Courthouse, Second Floor, Clearfield, Pennsylvania.

BY THE COURT:



President Judge

FILED ^{bt}
6 9:51 AM REC'd by Cherry
JAN 26 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

: No. 03 - 1424 C.D.
:
: Type of Case: EQUITY
:
:
: Type of Pleading: MOTION TO STRIKE
: PARAGRAPHS 68, 70 AND 72 AND
: EXHIBIT "I" FROM DEFENDANT'S
: REPLY TO PLAINTIFF'S NEW MATTER
: TO DEFENDANT'S COUNTERCLAIM
:
: FILED ON BEHALF OF: P. JOSEPH
: VALIGORSKY, II, Plaintiff
:
: COUNSEL OF RECORD FOR THIS
: PARTY:
:
: TONI M. CHERRY, ESQ.
: SUPREME COURT NO.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: ATTORNEYS AT LAW
: P. O. BOX 505
: ONE NORTH FRANKLIN STREET
: DUBOIS, PA 15801
:
: (814) 371-5800

FILED 3cc
01/10/05
JAN 21 2005
William A. Shaw
Prothonotary, Clerk of Courts
T. Cherry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

:
:
:
:
:
:
:

No. 03 - 1424 C.D.

**MOTION TO STRIKE PARAGRAPHS 68, 70 AND 72 AND
EXHIBIT "T" FROM DEFENDANT'S REPLY TO PLAINTIFF'S
NEW MATTER TO DEFENDANT'S COUNTERCLAIM**

AND NOW, comes the Plaintiff, P. JOSEPH VALIGORSKY, II, by and through his attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and moves to strike Paragraphs 68, 70 and 72 and Exhibit "T" of Defendant's Reply to Plaintiff's New Matter to Defendant's Counterclaim as impertinent matter and, in support of which, avers the following:

1. Plaintiff filed an action for specific performance against Defendant requesting Your Honorable Court to compel Defendant to perform her part of an oral bargain to convey her interest in certain real estate to Plaintiff.

2. In Paragraph 34 of his Amended Complaint, Plaintiff alleged that:

That in furtherance of his obligations under the agreement [with Katrina Christian], Plaintiff has executed a deed conveying all of his interest in Lots 2, 4 and 82 of the Meadowbrook Estates Subdivision to the said Joel W. Thomas, Sr., and Sandra D. Thomas.

3. In her answer to Paragraph 34 of Plaintiff's Amended Complaint, Defendant admitted that Plaintiff Valigorsky conveyed his interest in the subject three lots to Joel W.

Thomas, Sr., and Sandra D. Thomas but denied that such action was in furtherance of his obligations under the agreement with Defendant, KATRINA CHRISTIAN. However, Defendant did attach a true and correct copy of that deed, recorded in the Offices of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200401795, as Exhibit "B" of her Answer, New Matter and Counterclaim and did incorporate the same into her pleadings. A true and correct copy of the copy of the deed attached to Defendant's Answer, New Matter and Counterclaim as Exhibit "B" is attached hereto and made a part hereof.

4. That the consideration for the deed paid by Joel W. Thomas, Sr., and Sandra D. Thomas is clearly set forth on page 2 of the deed and clearly recites that the only monies paid for the conveyance were paid to Alice H. Corle and not to P. Joseph Valigorsky, II, and that the deed was executed to satisfy the terms of the Agreement of Sale entered into between Alice H. Corle, widow, and Katrina Christian, single, sellers, and Joel W. Thomas, Sr., and Sandra D. Thomas:

The intention of this Deed is to remise, quit claim and release unto the Grantees herein all of the interest of P. Joseph Valigorsky, II, in the above-described lots conveyed to him by Deed of Alice H. Corle, widow, dated October 4, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, on October 12, 2000, as Instrument No. 200015304.

This Deed is further executed to satisfy the terms of the Agreement of Sale entered into between Alice H. Corle, widow, and Katrina Christian, single, sellers, and Joel W. Thomas, Sr., and Sandra D. Thomas, husband and wife, buyers, on August 7, 2000, by which sellers agreed to convey to buyers, the Grantees herein, all of the sellers' interest in Lots 2, 4 and 82, Section 1, of the Meadowbrook Estates Subdivision. The lots to be conveyed were specifically described as being excepted and reserved from a larger parcel of land which the sellers, Alice H. Corle, widow, and Katrina Christian, single, agreed to convey to P. Joseph Valigorsky, II.

The parties to this Deed acknowledge and agree that the real consideration for this Deed is the sum of TWO HUNDRED TWENTY-FIVE DOLLARS (\$225.00) payable to Alice H. Corle, widow, by Grantees upon receipt of said Deed in accordance with the terms of the Agreement of Sale, dated August 7, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015417, on October 16, 2000; the interest of the said Katrina Christian in said lots having been previously conveyed to the Grantees herein by Deed dated October 24, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015970, on October 25, 2000.

5. That despite having acknowledged the existence of a recorded deed and despite having incorporated into her Answer, New Matter and Counterclaim the language of said deed which clearly evidences the terms of the conveyance from Plaintiff Valigorsky to Joel W. Thomas, Sr., and Sandra D. Thomas, Defendant thereafter filed a Reply to Plaintiff's New Matter to Defendant's Counterclaim wherein she alleged the existence of matters which took place prior to the execution and recording of the deed in Paragraphs 68, 70 and 72 and did attach to her pleadings as Exhibit "I" a letter which constitutes an offer to settle that is not only inadmissible into evidence but is an inconsistent statement and contradictory of the terms of the previous allegations that Defendant made in her Answer wherein she incorporated the terms of the deed.

6. That because offers to settle cannot be admitted into the record and because the letter containing the offer to settle is clearly inconsistent with the actual terms of the consideration for the deed that was recorded between Plaintiff Valigorsky and Mr. and Mrs. Thomas, the subsequent allegations in Paragraphs 68, 70 and 72 as well as Exhibit "I" are impertinent and cannot merely be disregarded as surplusage, but are subject to a motion to strike. (See Vol. 5,

Standard Pennsylvania Practice 2d, §25.62 and Union Nat. Bank of Pittsburgh v. Dillsburg Borough Authority, 81 Pa.D.&C. 404 (1953).

7. That because Paragraphs 70 and 72 of Defendant's Reply to Plaintiff's New Matter to Defendant's Counterclaim incorporate the averments contained in Paragraph 68, they also contain impertinent matter that is inconsistent with prior statements for the reasons set forth herein and must be stricken.

WHEREFORE, Plaintiff requests that Paragraphs 68, 70 and 72 as well as Exhibit "I" of Defendant's Reply to Plaintiff's New Matter to Defendant's Counterclaim be stricken.

Respectfully submitted,

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

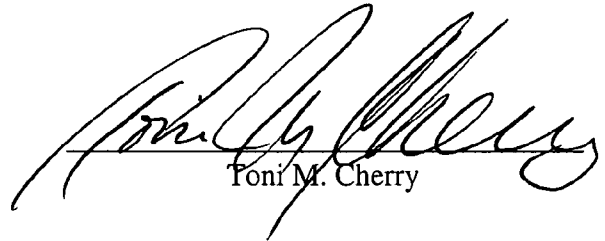
By 
Attorneys for Plaintiff

VERIFICATION

I, TONI M. CHERRY, ESQ., counsel for Plaintiff, verify that the information provided in the foregoing Motion is true and correct to the best of my knowledge, information and belief.

I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.

§4904, relating to unsworn falsification to authorities.



Toni M. Cherry

DATED: January 20, 2005

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

*RETURN DOCUMENT TO:

DAVID P. KING
23 BEAVER DRIVE
P.O. BOX 1016
DUBOIS, PA 15801

Instrument Number - 200401795
Recorded On 2/5/2004 At 12:23:20 PM

* Instrument Type - DEED

* Total Pages - 5

Invoice Number - 105355

* Grantor - VALIGORSKY, P JOSEPH II

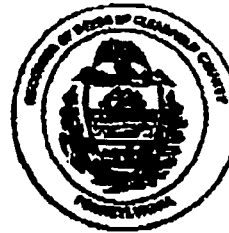
* Grantee - THOMAS, JOEL W SR

* Customer - KING, DAVID P.

* FEES

RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE TRANSFER TAX	\$2.25
STATE WRIT TAX	\$0.50
SANDY TOWNSHIP	\$1.12
DUBOIS AREA SCHOOLS	\$1.13
TOTAL	\$33.00

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

QUIT-CLAIM DEED

THIS INDENTURE,

MADE the Twenty-ninth (29th) day of January,
in the year two thousand four (2004)

BETWEEN P. JOSEPH VALIGORSKY, II, of the City of DuBois, Clearfield County, Pennsylvania, GRANTOR, Party of the First Part;

A
N
D

JOEL W. THOMAS, SR., and SANDRA D. THOMAS, husband and wife, of the Township of Sandy, Clearfield County, Pennsylvania, as Tenants by the Entireties, GRANTEES, Parties of the Second Part;

WITNESSETH, that in consideration of the sum of--ONE and 00/100-----
-----(\$1.00)-----Dollar,
receipt whereof is hereby acknowledged, the said Grantor does hereby release and quit claim to
the said Grantees,

ALL of the Grantor's right, title and undivided 50% interest in and to those certain pieces,
parcels or tracts of land situate, lying and being in Sandy Township, Clearfield County,
Pennsylvania, being bounded and described as follows, to wit:

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

BEING a portion of the premises described in the Deed from Alexander R. VanTassel, et ux.,
to Alice H. Corle and Katrina Christian, dated January 13, 2000, and recorded on January 24,

N.T.S.

2000, in the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200001093.

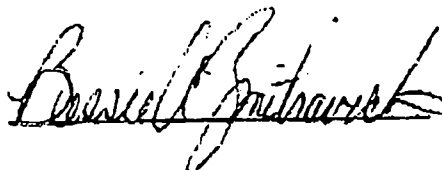
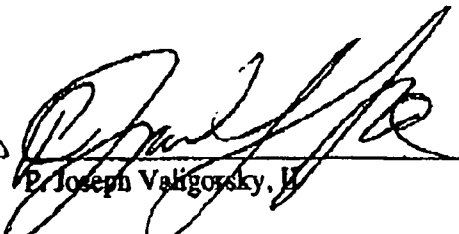
The intention of this Deed is to remise, quit claim and release unto the Grantees herein all of the interest of P. Joseph Valigorsky, II, in the above-described lots conveyed to him by Deed of Alice H. Corle, widow, dated October 4, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, on October 12, 2000, as Instrument No. 200015304.

This Deed is further executed to satisfy the terms of the Agreement of Sale entered into between Alice H. Corle, widow, and Katrina Christian, single, sellers, and Joel W. Thomas, Sr., and Sandra D. Thomas, husband and wife, buyers, on August 7, 2000, by which sellers agreed to convey to buyers, the Grantees herein, all of the sellers' interest in Lots 2, 4 and 82, Section 1, of the Meadowbrook Estates Subdivision. The lots to be conveyed were specifically described as being excepted and reserved from a larger parcel of land which the sellers, Alice H. Corle, widow, and Katrina Christian, single, agreed to convey to P. Joseph Valigorsky, II.

The parties to this Deed acknowledge and agree that the real consideration for this Deed is the sum of TWO HUNDRED TWENTY-FIVE DOLLARS (\$225.00) payable to Alice H. Corle, widow, by Grantees upon receipt of said Deed in accordance with the terms of the Agreement of Sale, dated August 7, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015417, on October 16, 2000; the interest of the said Katrina Christian in said lots having been previously conveyed to the Grantees herein by Deed dated October 24, 2000, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200015970, on October 25, 2000.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the
day and year first above written.

Sealed and delivered
in the presence of:

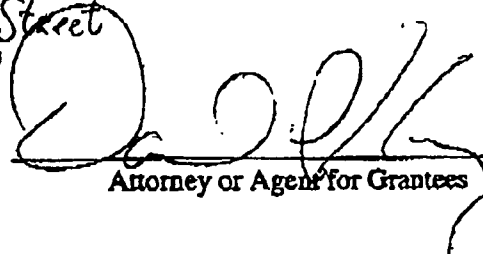
  (SEAL)
Joseph Valigorsky, Esq.

It is hereby certified in compliance with the Pennsylvania Realty Transfer Tax
Act that the full value of the within conveyance is \$225.00.


David P. King, Esquire

CERTIFICATE OF RESIDENCE

I hereby certify that the correct address and place of residence of the Grantees herein is
as follows: 350 South Eighth Street
Du Bois, PA 15801


Attorney or Agent for Grantees

COMMONWEALTH OF PENNSYLVANIA

SS.

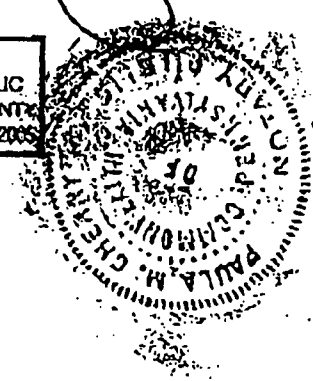
COUNTY OF CLEARFIELD

On this, the 29th day of January, 2004, before me, a Notary Public, personally appeared P. JOSEPH VALIGORSKY, II, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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


Notary Public
My commission expires: September 16, 2005

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

No. 03 - 1424 C.D.

KATRINA CHRISTIAN,
Defendant

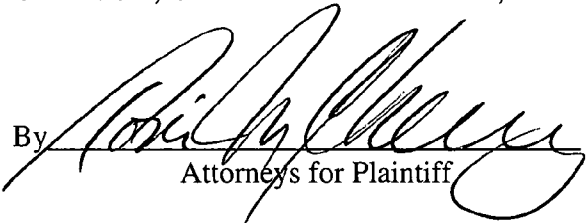
CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of January, 2005 a true and correct copy of Plaintiff's Motion to Strike Paragraphs 68, 70 and 72 and Exhibit "I" From Defendant's Reply to Plaintiff's New Matter to Defendant's Counterclaim was served upon ANTHONY S. GUIDO, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

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

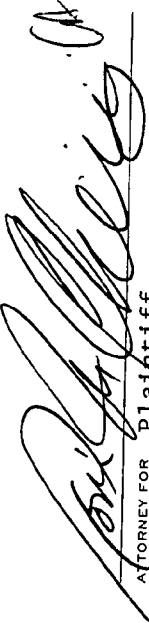
GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff

Dated: January 21, 2005

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


ATTORNEY FOR Plaintiff

CA

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

:
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:
:

NO. 03-1424-CD

O R D E R

NOW, this 25th day of January, 2005, the Court having reviewed the Defendant's Motions for Judgment on the Pleadings along with the briefs submitted by counsel; it appearing to the Court that material issues of fact may exist which may, if proven, remove the case from the statute of frauds, it is the Order of this Court that the said Motion be and is hereby dismissed, without prejudice to the Defendant to raise the issue of the statute of frauds in a Motion for Summary Judgment or at time of trial.

BY THE COURT

Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

1cc
Atty's: T. Cherry
Guido
019:40/BN
JAN 27 2005
6*

CP

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

P. JOSEPH VALIGORSKY, II,
Plaintiff

v.

KATRINA CHRISTIAN,
Defendant

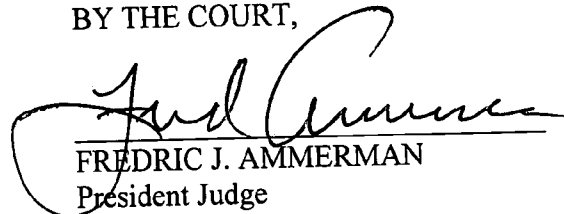
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NO. 03-1424-CD

ORDER

NOW, this 19th day of April, 2005, in consideration of the Plaintiff's Motion to Strike Paragraphs 68, 70, 72 and Exhibit "I" from Defendant's Reply to Plaintiff's New Matter to Defendant's Counterclaim, it is the Order of this Court that the said Motion be and is hereby DISMISSED.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED^{CC}
APR 19 2005

William A. Shaw
Prothonotary/Clerk of Courts

Angs:
T. Cherry
Guido

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,
Plaintiff

vs.

KATRINA CHRISTIAN,
Defendant

: No. 03 - 1424 C.D.
:
: Type of Case: IN EQUITY
:
: Type of Pleading: PRAECIPE TO MARK CASE
: SETTLED, DISCONTINUED AND ENDED
:
: Filed on Behalf of: P. JOSEPH
: VALIGORSKY, II, Plaintiff, and KATRINA
: CHRISTIAN, Defendant
:
: Counsel of Record for Plaintiff:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800
:
:
: Counsel of Record for Defendant:
:
: ANTHONY S. GUIDO, ESQ.
: Supreme Court No.: 05877
:
: HANAK, GUIDO AND TALADAY
: Attorneys at Law
: P. O. Box 487
: DuBois, PA 15801
:
: (814) 371-7768

FILED

SEP 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

2cc 2 Cert. of Disc.
to Atty Cherry
copy to CIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

P. JOSEPH VALIGORSKY, II,	:
Plaintiff	:
vs.	:
	: No. 03 - 1424 C.D.
KATRINA CHRISTIAN,	:
Defendant	: IN EQUITY

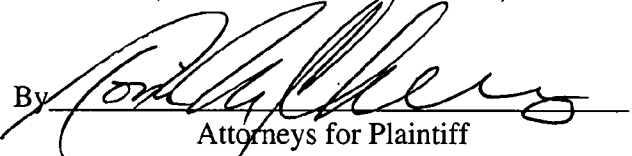
PRAECIPE TO MARK CASE SETTLED, DISCONTINUED AND ENDED

TO WILLIAM A. SHAW, PROTHONOTARY

SIR:

Kindly mark the above-captioned action filed on behalf of Plaintiff settled, discontinued and ended.

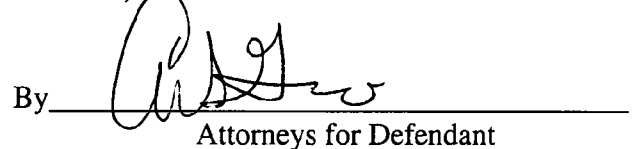
Respectfully submitted,
GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

Dated: September 8, 2005

Kindly mark the Counterclaim filed on behalf of the Defendant settled, discontinued and ended.

Respectfully submitted,
HANAK, GUIDO AND TALADAY

By 
Attorneys for Defendant

Dated: September 10, 2005

FILED

SEP 14 2006

WILLIAM A. DEW
PROthonotary Clerk of Courts

 **COPY**

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

CIVIL DIVISION

P. Joseph Valigorsky II

Vs.

No. 2003-01424-CD

Katrina Christian

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 14, 2005, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Toni M. Cherry, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of September A.D. 2005.

William A. Shaw, Prothonotary