

06-684-CD
Daphne Hunt vs Gregory S. Glace

Daphne Hunt vs Gregory Glace
2006-684-CD

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

DAPHNE HUNT,
Plaintiff

vs

GREGORY S. GLACE,
Defendant

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No. 06-

-CD

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty days after this Complaint is 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 the relief claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

Office of Court Administrator
Clearfield County Courthouse
Second Street
Clearfield PA 16830
814 765-2641

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

DAPHNE HUNT,	:		
Plaintiff	:		
	:		
vs	:	No. 06 -	-CD
	:		
GREGORY S. GLACE,	:		
Defendant	:		

COMPLAINT

COUNT I - EJECTMENT

1. The Plaintiff is Daphne Hunt, sui juris, who resides at 5213 Shawville Highway, Clearfield, Clearfield County, Pennsylvania 16830.

2. The Defendant is Gregory S. Glace, sui juris, who resides at 5214 Shawville Highway, Clearfield, Clearfield County, Pennsylvania, 16830.

3. The Plaintiff is the owner of property located at 5213 Shawville Highway, Clearfield, Clearfield County, Pennsylvania by virtue of a deed dated October 18, 2000 from Bankers Trust Company of California NA and recorded in the Office of the Recorder of Deeds for Clearfield County on October 19, 2000 to Instrument # 200015657. A copy of said deed is attached hereto and marked Exhibit "A" and incorporated herein by reference as though set forth in full.

4. Plaintiff's property and Defendant's property are adjacent to each other with Defendant's property generally being to the Northwest of Plaintiff's property. A copy of a portion of

a survey of the properties in question performed by Steven H. Norfolk, registered professional land surveyor, dated September 19, 2005 is attached hereto and marked Exhibit "B" and incorporated herein by reference as though set forth in full.

5. A spring exists solely within the boundary of the property owned by Plaintiff and is set forth on Exhibit "B".

6. A water line runs from Defendant's mobile home located on his property to the spring located on Plaintiff's property.

7. Plaintiff has not given Defendant the authority to place the water line on her property or to take water from the spring and was unaware of any written authority granted by prior owners at the time Plaintiff became owner of the property upon which the spring is located.

8. By letter dated September 20, 2005, the Plaintiff through her counsel, requested the Defendant to remove the water line from Plaintiff's property.

9. Despite Plaintiff's request, Defendant has failed and has refused to remove the water line from Plaintiff's property.

WHEREFORE, the Plaintiff demands judgment against the Defendant, Gregory S. Glace, as following:

a. Enter an Order directing the Defendant to remove any and all water line.

b. Enter an Order directing the Defendant to repair any damages to Plaintiff's property resulting from removal of the water line.

c. Assess costs against the Defendant.

d. Such other relief as the Court deems appropriate.

e. In the alternative, require Defendant to share equally in all costs, past, present, and future, associated with maintaining the spring.

COUNT II - TRESPASS

10. Paragraphs 1 through 9 above are incorporated herein by reference as though set forth in full.

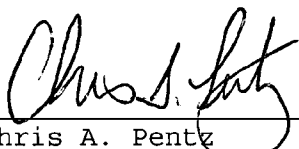
11. As a result of accessing Plaintiff's spring, Defendant has removed water resulting in damage to Plaintiff in an amount to be determined.

12. The Plaintiff has continued to willfully and wantonly trespass after being advised to stop.

WHEREFORE, Plaintiff seeks judgment against Defendant as follows:

- a. Money damage in an amount in excess of \$20,000.00.
- b. Such other relief as the court deems appropriate.
- c. Jury trial demanded.
- d. In the alternative, require Defendant to share equally in all costs, past, present, and future, associated with maintaining the spring.

Respectfully submitted this 2nd day of May,
2006.


Chris A. Pentz
Attorney for Plaintiff

ALL those certain tracts or parcels of land situate in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: beginning at the Northwestern corner of land conveyed to Richard McFaye, and being in the West right-of-way of Highway Route No. 970, leading from Woodland to Shawville; thence by said Highway right-of-way line North fifteen (15) degrees fifteen (15) minutes West one hundred twenty-six and six tenths (126.6) feet to a point; thence still by said right-of-way line North eighteen (18) degrees thirty (30) minutes West seventy-five and four tenths (75.4) feet to the Southeast corner of land formerly of Russell L. Benson and Penny G. Benson; thence along the Southern line of land formerly of said Grantors in a Westerly direction four hundred thirty-five (435) feet, more or less, to a point in the Eastern line of land of Leroy Thompson, et al, (Formerly Shearer Brothers); thence by the Eastern line of land of said Leroy Thompson, et al, South fifteen (15) degrees fifty-three (52) minutes East three hundred thirty-two (332) feet to the Northwest corner of land of Richard McFaye; thence by said land of McFaye North sixty (60) degrees forty-one (41) minutes East four hundred eighty-five and twenty-four one hundredths (485.24) feet to highway Route no. 970 and the place of beginning.

THE SECOND THEREOF: BEGINNING at a point in the Western line of Pennsylvania State Highway Route No. 970, being the highway leading from Woodland to Shawville, one hundred (100) feet Northerly from the Northern line of Township Road No. T-617; thence along the Westerly line of Township Road No. T-617 by a course North fifteen (15) degrees fifty-three (53) minutes West one hundred (100) feet to a point; thence by a course substantially South sixty (60) degrees forty-one (41) minutes West, through lands of the grantors, and parallel to Route No. T-617, four hundred sixty-five (465) feet, more or less, to a point in the Eastern line reserved for a Power Line; thence by the Eastern line of said Power Line North fifteen (15) degrees thirty (30) minutes West one hundred (100) feet; thence by a line through the property of the grantors herein and parallel to the Northern boundary line above-mentioned by a course substantially North sixty (60) degrees forty-one (41) minutes East four hundred sixty-five (465) feet, more or less, to the Western line of Highway Route No. 970 and the place of beginning. Containing somewhat more than one (1) acre and having thereon erected a one-story frame dwelling house.

TOGETHER with all and singular the buildings, improvements, ways, street, alleys, driveways, passages, water, water-courses, rights, liberties, privileges, hereditaments and appurtenances,

whatsoever unto the hereby granted premises belonging, or in any ways appertaining, the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title interest, property, claim and demand whatsoever of her, the said Grantor Corporation, as well at law as in equity, of, in and to the same

BEING the same premises conveyed to Daphne Hunt by deed dated October 18, 2000 from Bankers Trust Company of California, N.A. and recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument # 200015657.

This property has Clearfield County Assessment Map # 106-M06-5 and 106-M06-5.1.

VERIFICATION

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

4-20-06
Date

Daphne Hunt
Daphne Hunt

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

DAPHNE HUNT

Plaintiff

vs.

GREGORY S. GLACE

Defendant

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No. 2006- 684 -CD

In Ejectment

Type of Pleading: Preliminary Objections

Filed on Behalf of: Defendant

Counsel for this party:

TIMOTHY E. DURANT, Esquire
Supreme Court I.D. No. 21352
201 North Second Street
Clearfield, PA 16830
814-765-1711

Opposing Counsel:

CHRIS A. PENTZ, Esquire
Supreme Court I.D. No. 39232
207 East Market Street
PO Box 552
Clearfield PA 16830
814 765-4000

Filed by:


Timothy E. Durant

FILED

MAY 19 2006

0110:55/49
William A. Shaw

Prothonotary/Clerk of Courts

3 cent to ATT

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

DAPHNE HUNT

Plaintiff

vs.

GREGORY S. GLACE

Defendant


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No. 2006- 684 -CD

To: Plaintiff, Daphne Hunt
c/o CHRIS A. PENTZ, Esquire
207 East Market Street
PO Box 552
Clearfield PA 16830

NOTICE TO PLEAD

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



Timothy E. Durant, Esquire
Attorney for Defendant, Gregory S. Glace
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

Dated: May 19, 2006

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

DAPHNE HUNT

Plaintiff

vs.

GREGORY S. GLACE

Defendant

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No. 2006- 684 -CD

PRELIMINARY OBJECTIONS

AND NOW, comes Defendant, Gregory S. Glace, by and through his attorney, Timothy E. Durant, Esquire, and in support of these Preliminary Objections, avers as follows:


Demurrer

1. The Complaint is legally insufficient because it fails to set forth facts establishing the Plaintiffs' ownership of the property actually at issue in that Plaintiff's Exhibit "A" is merely a legal description and does not show any form of ownership by the Plaintiff. See Pa. R.C.P. 1028(a)(4).

2. The Complaint is legally insufficient because it fails to set forth facts establishing that the Plaintiff is the owner of the spring and surrounding land which is actually at issue in that Plaintiff's Exhibit "B" as referenced in the Complaint was not attached to the copy received by the Defendant nor was it attached to the original complaint filed with the Prothonotary. See Pa. R.C.P. 1028(a)(4).

WHEREFORE, Defendant, Gregory S. Glace asks this court to dismiss the claims against him for the reasons as set forth above or in the alternative order the Plaintiff to file an Amended Complaint with the appropriate exhibits attached.

Respectfully submitted,


Timothy E. Durant, Esquire, Attorney for
Defendant Gregory S. Glace

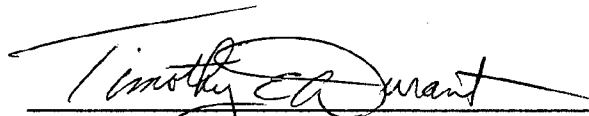
May 19, 2006

AFFIDAVIT OF SERVICE

TIMOTHY E. DURANT, certifies that on May 19, 2006 he did deposit in the United States mail a true and correct copy of the Preliminary Objections in the above captioned matter.

The said Preliminary Objections were sent to Plaintiff, Daphne Hunt care of her counsel CHRIS A. PENTZ, Esquire at his address which is 207 East Market Street PO Box 552 Clearfield PA 16830.

Affiant understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Timothy E. Durant, Esquire
Attorney for Gregory S.. Glace

Dated: May 19, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101504
NO: 06-684-CD
SERVICE # 1 OF 1
COMPLAINT IN EJECTMENT

PLAINTIFF: DAPHNE HUNT
vs.
DEFENDANT: GREGORY S. GLACE

SHERIFF RETURN

NOW, May 03, 2006 AT 3:35 PM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON GREGORY S. GLACE DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 226, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GREGORY S. GLACE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED
0130387
MAY 24 2006
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PENTZ	3162	10.00
SHERIFF HAWKINS	PENTZ	3162	21.39

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


by Maulya Harris
Chester A. Hawkins
Sheriff

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

DAPHNE HUNT,
Plaintiff

vs

GREGORY S. GLACE,
Defendant

No. 2006 - 684 - CD

Type of Case: Ejectment /
Trespass

Type of Pleading: First
Amended Complaint

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

CHRIS A. PENTZ, Esquire
Supreme Court I.D. # 39232
207 East Market Street
P. O. Box 552
Clearfield PA 16830
814 765-4000

Filed by:

Chris A. Pentz, Esquire
207 East Market Street
P. O. Box 552
Clearfield, PA 16830
814 765-4000

FILED

0/10:30 am

MAY 26 2006

2006 May Pentz

William A. Shaw
Prothonotary

Date: 5-26-06

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

DAPHNE HUNT,
Plaintiff

vs

GREGORY S. GLACE,
Defendant

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* No. 06- 684 -CD
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NOTICE

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Office of Court Administrator
Clearfield County Courthouse
Second Street
Clearfield PA 16830
814 765-2641

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

DAPHNE HUNT,	:	
Plaintiff	:	
	:	
vs	:	No. 06 - 684 - CD
	:	
GREGORY S. GLACE,	:	
Defendant	:	

FIRST AMENDED COMPLAINT

COUNT I - EJECTMENT

1. The Plaintiff is Daphne Hunt, sui juris, who resides at 5213 Shawville Highway, Clearfield, Clearfield County, Pennsylvania 16830.

2. The Defendant is Gregory S. Glace, sui juris, who resides at 5214 Shawville Highway, Clearfield, Clearfield County, Pennsylvania, 16830.

3. The Plaintiff is the owner of property located at 5213 Shawville Highway, Clearfield, Clearfield County, Pennsylvania by virtue of a deed dated October 18, 2000 from Bankers Trust Company of California NA and recorded in the Office of the Recorder of Deeds for Clearfield County on October 19, 2000 to Instrument # 200015657. A summary of the chain of title is attached hereto and marked Exhibit "A" and incorporated herein by reference as though set forth in full.

4. Plaintiff's property and Defendant's property are

adjacent to each other with Defendant's property generally being to the Northwest of Plaintiff's property. A copy of a portion of a survey of the properties in question performed by Steven H. Norfolk, registered professional land surveyor, dated September 19, 2005 is attached hereto and marked Exhibit "B" and incorporated herein by reference as though set forth in full.

5. A spring exists solely within the boundary of the property owned by Plaintiff and is set forth on Exhibit "B".

6. A water line runs from Defendant's mobile home located on his property to the spring located on Plaintiff's property.

7. Plaintiff has not given Defendant the authority to place the water line on her property or to take water from the spring and was unaware of any written authority granted by prior owners at the time Plaintiff became owner of the property upon which the spring is located.

8. By letter dated September 20, 2005, the Plaintiff through her counsel, requested the Defendant to remove the water line from Plaintiff's property.

9. Despite Plaintiff's request, Defendant has failed and has refused to remove the water line from Plaintiff's property.

WHEREFORE, the Plaintiff demands judgment against the Defendant, Gregory S. Glace, as following:

a. Enter an Order directing the Defendant to remove any and all water line.

b. Enter an Order directing the Defendant to repair any damages to Plaintiff's property resulting from removal of the water line.

c. Assess costs against the Defendant.

d. Such other relief as the Court deems appropriate.

e. In the alternative, require Defendant to share equally in all costs, past, present, and future, associated with maintaining the spring.

COUNT II - TRESPASS

10. Paragraphs 1 through 9 above are incorporated herein by reference as though set forth in full.

11. As a result of accessing Plaintiff's spring, Defendant has removed water resulting in damage to Plaintiff in an amount to be determined.

12. The Plaintiff has continued to willfully and wantonly trespass after being advised to stop.

WHEREFORE, Plaintiff seeks judgment against Defendant as follows:

a. Money damage in an amount in excess of \$20,000.00.

b. Such other relief as the court deems appropriate.

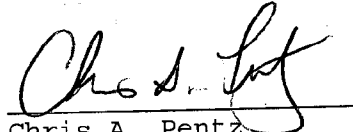
c. Jury trial demanded.

d. Punitive damages

e. In the alternative, require Defendant to share

equally in all costs, past, present, and future, associated with
maintaining the spring.

Respectfully submitted this 24th day of May,
2006.

A handwritten signature in cursive script, appearing to read "Chris A. Pentz", written over a horizontal line.

Chris A. Pentz
Attorney for Plaintiff

~~Bradford~~ Tug

106-m6-5, 5.1
(106-52828, 43279)

	Adverse	7/75	7/75C	Judge	Ref. Tug	Uninsured	Secured	Equity	Texas	Gov	Assets
Daphne Hunt 2000 # 200015657 10/18/00	✓	A	✓	✓	✓	✓	✓	✓	Ref. Tug 2004	✓	✓
Bankers Trust Co 2000 # 200012293 8/22/00	✓	✓	✓	✓	✓	✓	✓	✓		✓	
2000 00441 11/10/00 Sheriff's Deed - #99-295-CD											
Timothy Mitchell 1995 2000	✓	✓	B	✓	✓	✓	✓	✓	✓	✓	
Della Glace 1997 2000	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
1d 1677/222 5/20/95 1d 1900/138 8/17/97 Re-recorded for 1864/462 8/17/97											
Russell L Benson 1990	✓	✓	C	✓	✓	✓	✓	✓			
Penny B Benson 1995 Vol 1367/541 9/28/90	✓	✓	✓	✓	✓	✓	✓	✓			
Leonard L Glace 1982	✓	✓	✓	✓	✓		✓				
Della B Glace 1990 DB 859/422 10/28/82	✓	✓	✓	✓	✓		✓	✓	✓		
Richard McFay 1972	✓	✓	✓				✓	✓			
Nancy McFay 1982 DB 601/66 7/1/72	✓	✓	✓				✓	✓			

7/19/05
DS

Formerly Leroy Thompson and Be
tax parcel no. 106-M06-04

woods

V 100.00' I.P.

N/F Gregory S. Glace
Instrument No. 200203121

Power Line

power poles

former lot line of
tax parcel 106-M06-17

tax parcel no. 106-M06-17

mobile home

ne A. Hunt

Instrument No. 200015657
parcel no. 106-M06-5.1

gravel drive

woods

Contains 1.083
acres

trees

For Sewer Line Easement
see D.B. 1868, Pg. 405

trees

I.P.

N 19° 32' 59" W

232.60'

I.P.

N 72° 01' 33" E

bushes

pinetrees

tree

lawn

spring

water lines

pavillion

Daphne A. Hunt

Instrument No. 200015657
tax parcel no. 106-M06-05

Contains 1.256 acres

recent water

bushes

shed

1 sty.
house

1 sty.
house

Exhibit "B"

gravel drive

264.04'

270.45'

485.13'

485.24'

5.00' R/W

S 60° 41' 00" W

intermittent stream

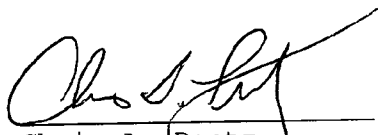
VERIFICATION

I, Chris A. Pentz, have read the foregoing First Amended Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

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

I am authorized to make this verification on behalf of Plaintiff because of my position as counsel of record.

Dated: 5-24-06


Chris A. Pentz
207 East Market Street
Clearfield PA 16830
814 765-4000
I. D. # 39232

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

DAPHNE HUNT,
Plaintiff

vs

GREGORY S. GLACE,
Defendant

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* Type of Case: Ejectment /
* Trespass

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* Type of Pleading: Certificate
* of Service

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* Filed on Behalf of: Plaintiff

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* Counsel of Record for this Party:

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* Chris A. Pentz
* CHRIS A. PENTZ, Esquire
* Supreme Court I.D. # 39232
* 207 East Market Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

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* Filed by:

*

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* Chris A. Pentz
* Chris A. Pentz, Esquire
* 207 East Market Street
* P. O. Box 552
* Clearfield, PA 16830
* 814 765-4000

FILED NO CC
0110:4607
JUN 02 2006

William A. Shaw
Prothonotary/Clerk of Courts

Date: 6-2-06

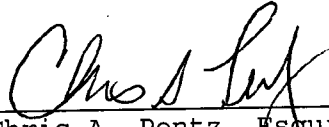
IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA
CIVIL DIVISION

DAPHNE HUNT,	:	
Plaintiff	:	
	:	
vs	:	No. 06 - 684 - CD
	:	
GREGORY S. GLACE,	:	
Defendant	:	

CERTIFICATE OF SERVICE

This is to certify that on the 2 day of June
2006, the undersigned served one copy of the First Amended
Answer by personal service:

Attorney Timothy E. Durant
201 North Second Street
Clearfield, PA 16830


Chris A. Pentz, Esquire
Attorney for Plaintiff
I. D. # 39232
207 East Market Street
P. O. Box 552
Clearfield PA 16830
814 765-4000

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

No. 2006- 684 -CD

EJECTMENT ACTION

Type of Pleading: **ANSWER TO FIRST
AMENDED COMPLAINT AND NEW
MATTER**

Filed on Behalf of: Defendant

Counsel for this party:

TIMOTHY E. DURANT, Esquire
Supreme Court I.D. No. 21352
201 North Second Street
Clearfield, PA 16830
814-765-1711

Opposing Counsel:

CHRIS A. PENTZ, Esquire
Supreme Court I.D. No. 39232
207 East Market Street
PO Box 552
Clearfield PA 16830
814 765-4000

FILED

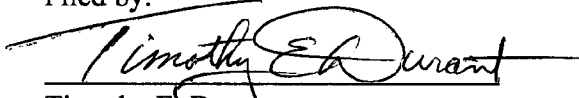
0/9:52am 3cc Atty
Durant

JUN 21 2006

Um

William A. Shaw
Prothonotary

Filed by:


Timothy E. Durant

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

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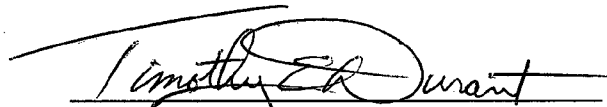
No. 2006- 684 -CD

To: Plaintiff, Daphne Hunt
c/o Chris A. Pentz, Esquire
207 East Market Street
PO Box 552
Clearfield, PA 16830

NOTICE TO PLEAD

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

June 21, 2006



Timothy E. Durant, Esquire, Attorney for
Defendant, Gregory S. Glace
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

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*

No. 2006- 684 -CD

ANSWER TO FIRST AMENDED COMPLAINT

COUNT I - EJECTMENT

AND NOW, comes Defendant, Gregory S. Glace, by and through his attorney, Timothy E. Durant, Esquire, and in support of this Answer and New Matter, avers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted that the properties of the parties are adjacent but denied that Exhibit "B"

is a copy of a portion of a survey of the properties prepared by Steven H. Norfolk, dated September 19, 2005. On the contrary, after reasonable investigation Gregory S. Glace (hereinafter Glace) is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Exhibit "B" contains no surveyor seal, no name of the preparer, no date, no scale, no directional arrow, no perspective as to adjoining properties and man made or geographic features, no identification as to its authorship and no indicia of authenticity. The document attached as Exhibit "B" fails to show any water line from the spring on plaintiff's land to the defendant's mobile home. The line marked on the said Exhibit "B" for the sewer right-of-way

does not accurately show the sewer line right of way or location. The sewer line from defendant's mobile home only crosses the plaintiff's property over the parcel designated as containing 1.083 acres and does not cross the parcel designated as containing 1.256 acres.

5. Admitted that a spring exists solely within the boundary of the property owned by plaintiff but the implication of accurate location of said spring by the drawing identified as Exhibit "B" is denied for reasons as set out above. The authenticity and accuracy of Exhibit "B" remains to be determined.

6. Admitted.

7. Denied as stated. Admitted that plaintiff has not given defendant express authority to place the water line on her property or take water from the spring, but after reasonable investigation Glace is without knowledge or information sufficient to form a belief as to the truth of this averment pertaining to plaintiff's knowledge of writings. Plaintiff did, however, have actual personal knowledge of the existence of the water line from the spring to defendant's residence prior to her purchase of the property from Banker's Trust Company of California, NA and she discussed this water line and the quality of the water in the spring with defendant before she bought the property from the Bankers Trust Co. Furthermore defendant denies that he needs permission from the plaintiff to retain his water line and water usage for all the reasons contained in New Matter.

8. Admitted.

9. Admitted for the reasons set forth in New Matter.

WHEREFORE defendant asks that the count in ejectment be dismissed as being without basis.

COUNT II - TRESPASS

10. Answers to paragraphs 1 through 9 above are incorporated herein by reference as

though set forth in full.

11. This a conclusion of law and therefore no answer is required. To the extent that an answer is required it is denied that plaintiff has incurred any damages or is entitled to seek redress from defendant. Defendant has adequate and legal authority to continue to use the subject spring.

12. This a conclusion of law and therefore no answer is required. To the extent that an answer is required it is denied that defendant has trespassed. Defendant has merely been exercising his rights to use the water from the spring.

WHEREFORE defendant asks that the count in trespass be dismissed as being without basis.

NEW MATTER

For new matter Defendant alleges the following pertinent facts:

13. Paragraphs 1-12 of Defendant, Gregory S. Glace's, Answer are incorporated herein by reference as if set forth at length.

14. The common deed in the chain of title of these parties is the deed dated November 19, 1960 from Glenn C. Shearer, et al. to George A. Glace and Kathryn A. Glace recorded in Clearfield County Deed Book Volume 486 at page 399. From this common deed the properties of both parties to this suit are derived.

- A. The chain of title for defendant is through the following
Clearfield County deeds: 486/399 recorded 11/22/1960;
506/387 recorded 2/11/1964; 783/135 recorded 6/27/1979;
1557/343 recorded 9/20/1993; 1868/401 recorded 8/29/1997.
- B. The chain of title for plaintiff is through the following
Clearfield County deeds and instruments: 486/399 recorded

11/22/1960; 601/066 (1.083 A parcel, Tax Map No. 106-M6-5.1) recorded 7/20/1972; 697/001 (1.256 A parcel, Tax Map No. 106-M6-5) recorded 3/6/1975; 1367/541 recorded 10/9/1990; 1677/222 recorded 5/22/95; 1864/462 recorded 8/15/97; 1900/138 recorded 1/12/98; Instr. No. 2000-00441 recorded 1/10/2000; Instr. No. 2000-15657 recorded 10/19/2000.

15. Defendant's title comes out of the "common deed" first.

16. Plaintiff's title comes out of the "common deed" last and comprises the residue of the common deed after all life time out-sales by George A. Glace and Kathryn A. Glace.

17. Defendant's predecessor deed (i.e. 506/387) grants him an easement appurtenant and authorizes him to use the spring as he is now using it, by virtue of the following grant contained therein:

"TOGETHER with the right to the grantees, their heirs and assigns, in common with the grantors, their heirs and assigns, to use water for domestic purposes from a spring situate near the center of the land of George A. Glace and Kathryn A. Glace, lying south of the parcel conveyed, together with the right to maintain, use, replace, repair and remove a pipe line leading therefrom to the dwelling house of the grantee, any entry upon the premises for the purposes of maintaining such pipe line to do as little damage to the land of the grantors as reasonably practicable and any excavating made to be promptly

restored to its approximate contour."

18. Plaintiff's predecessor deed is the servient tenement and is subject to and obligated to honor the defendant's water rights to the spring on plaintiff's property.

19. Defendant's property is the dominant tenement.

20. Late in the summer of 2000 and prior to her purchase of the subject real estate the plaintiff was aware that the defendant had a water line running from the spring to his mobile home.

21. Late in the summer of 2000 defendant spoke with plaintiff and she informed him that she was going to buy the property below him. She then proceeded to inquire from defendant as to what all the water lines in the spring went to and who was using them. Defendant then and there informed plaintiff that he and his father as well as the house she was planning to buy used the water from the subject spring.

22. During the aforesaid discussion, plaintiff asked whether all of the persons hooked up to the water drank the water and whether these persons had water treatment units and why the house she was planning to buy had a water treatment unit in it. Defendant then and there informed plaintiff that the fly ash from the power plant polluted the water and that is why Tim Mitchell (a prior owner) put the water treatment system in.

23. In the summer of 2004 the defendant, his father and his brother-in-law cleaned the spring located on the plaintiff's property with the full knowledge of the plaintiff and at no time did she attempt to stop them. Plaintiff should therefore be estopped from trying to now require defendant to remove the water line.

24. In the summer of 2005 plaintiff's father removed defendant's water line from the spring but after intervention by the Pennsylvania State Police the line was replaced by this man.

25. Plaintiff's predecessors in title, i.e. Timothy L. Mitchell and Della Glace gave verbal permission to Gregory Scott Glace to install his water line from the spring to his mobile home in or about October 31, 1997. The aforesaid predecessors in title then executed an Affidavit confirming this permission and recorded the Affidavit as Clearfield County Recorder's Instrument No. 2005-17071 on October 10, 2005. Said instrument is attached hereto as Defendant's Exhibit "1" and incorporated herein by reference as if set out in full. Plaintiff should therefore be estopped from trying to now require defendant to remove the water line.

26. A copy of the Affidavit marked as Exhibit "1" was provided to plaintiff's attorney by defendant prior to the filing of this suit.

27. Plaintiff has alleged no damages nor any basis for damages.

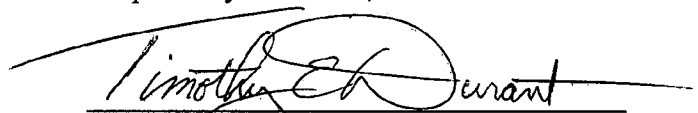
WHEREFORE defendant asks this court to dismiss the complaint filed by the plaintiff.

Affirmative Defense - Estoppel

27. Plaintiff should be estopped from her claim for ejectment and damages for all the reasons set out above.

WHEREFORE, Defendant Gregory S. Glace asks this court to dismiss the claims against him as being without basis in law or fact.

Respectfully submitted,


Timothy E. Durant, Esq., Attorney for
Defendant Gregory S. Glace

June 21, 2006

VERIFICATION

I, GREGORY S. GLACE, verify that the statements made in this Pleading are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities

DATED: June 20, 2006



GREGORY S. GLACE

**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:**TIMOTHY E. DURANT
201 N. SECOND STREET
CLEARFIELD, PA 16830

Instrument Number - 200517071

Recorded On 10/10/2005 At 12:25:58 PM

* Instrument Type - AFFIDAVIT OF REAL ESTATE

* Total Pages - 2

Invoice Number - 137510

* Mortgagor - AFFIDAVIT OF

* Mortgagee - MITCHELL, TIMOTHY L

* Customer - DURANT, TIMOTHY E.

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$18.50

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



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.

*Exhibit "1"**Page 1 of 2*

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : :SS

AFFIDAVIT OF TIMOTHY L. MITCHELL and DELLA GLACE

We TIMOTHY L. MITCHELL and DELLA GLACE, son and mother, both now residing at 326 "A" East Pine Street, Clearfield, Pennsylvania being duly sworn according to law, do depose and say:

We formerly owned property in Bradford Township, Clearfield County, PA which vested in us by the following deeds recorded in Clearfield County at Deeds and Records Book Volume 1677 at page 222 on 5/22/95; Volume 1864 at page 462 on 8/15/97; and Volume 1900 at page 138 on 1/12/98.

On or about October 31, 1997 we gave Gregory Scott Glace of P.O. Box 495 Hyde, PA 16843 verbal permission to install his water line from his adjoining property in Bradford Township (which he bought from Trudy J. Derr by deed dated June 16, 1997 recorded in Deeds and Records Book 1868 at page 401 on 8/29/97) and to place it across our property as described in the above deeds. We further gave Gregory Scott Glace permission to hook up his mobile home to the spring on our aforesaid property and to use and maintain said line as he saw fit for his domestic water source so long as he restored the property following any digging. While we still owned our above described property Gregory Scott Glace did in fact install the water line and hook it up to our spring. It was our intent that this water line could remain and be used by any one who bought Gregory Scott Glace's aforesaid real estate thereafter.

We also agreed in writing to allow Gregory Scott Glace to install a sewage line across our property and this we put in writing and on record in Deeds and Records Book 1868 at page 405 on 8/29/97. This was put in writing because such was required by Bradford Township before they would allow Gregory to install his mobile home on the premises. The water agreement was not required to be in writing and so we never did so until now. We desire that this document be recorded.

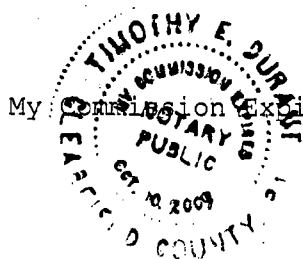
Further Affiants sayeth not.

Timothy L. Mitchell
Timothy L. Mitchell, Affiant

Della Glace
Della Glace, Affiant

Sworn to and subscribed before me this 6th day of October, 2005.

Timothy E. Durant
Timothy E. Durant, Notary Public



My Commission Expires: 10/10/09

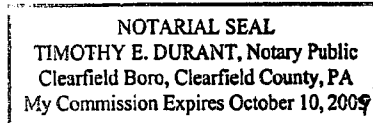


Exhibit "1"

Page 2 of 2

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

No. 2006- 684 -CD

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AFFIDAVIT OF SERVICE

I, Michael Luongo, hereby verify that I have this day, served by personal service, a copy of the ANSWER TO FIRST AMENDED COMPLAINT AND NEW MATTER filed in this matter on behalf of Defendant, Gregory S. Glace. Said pleading was served upon:

Chris A. Pentz, Esquire
207 East Market Street
PO Box 552
Clearfield, PA 16830

Dated: June 21, 2006


Michael Luongo

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

DAPHNE HUNT,

Plaintiff

vs

GREGORY S. GLACE,

Defendant

No. 2006 - 684 - CD

Type of Case: Ejectment /
Trespass

Type of Pleading: Reply to
New Matter

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

CHRIS A. PENTZ, Esquire
Supreme Court I.D. # 39232
207 East Market Street
P. O. Box 552
Clearfield PA 16830
814 765-4000

Filed by:

Chris A. Pentz, Esquire
207 East Market Street
P. O. Box 552
Clearfield, PA 16830
814 765-4000

FILED

0/8:35am

AUG - 2 2006

3cc Atty Pentz

William A. Shaw
Prothonotary

Date:

8-2-06

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

DAPHNE HUNT,	:	
Plaintiff	:	
	:	
vs	:	No. 06 - 684 -CD
	:	
GREGORY S. GLACE,	:	
Defendant	:	

REPLY TO NEW MATTER

13. Paragraphs 1 through 12 of the Complaint are incorporated by reference.

14. Paragraph 14 and subparagraphs are admitted.

15. Paragraph 15 is admitted.

16. Paragraph 6 is admitted.

17. Paragraph 17 is admitted in part and denied in part. The existence of the language in the referenced deed is admitted. The Plaintiff denies that the language and/or the deed grants any rights to Defendant.

18. Paragraph 18 is a conclusion of law to which no response is required.

19. Paragraph 19 is a conclusion of law to which no response is required.

20. Paragraph 20 is admitted.

21. Paragraph 21 is admitted.

22. Paragraph 22 is admitted.

23. Paragraph 23 is admitted in part and denied in part.

Plaintiff believes the year to be 2003. All other averments of this paragraph are admitted.

24. Paragraph 24 is admitted.

25. Paragraph 25 is admitted in part and denied part.

Plaintiff admits that the referenced Affidavit exists of record. The Plaintiff is without sufficient information or knowledge to form a belief to the remainder of the averments.

26. Paragraph 26 is admitted.

27. Paragraph 27 is denied. Paragraphs 1 through 12 of the Complaint are incorporated by reference.

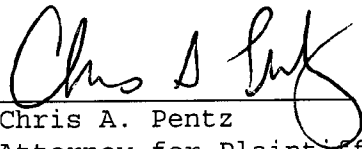
WHEREFORE, Plaintiff requests the relief as set forth in her Complaint.

AFFIRMATIVE DEFENSE - ESTOPPEL

28. Paragraph 28 is a conclusion of law to which no response is required.

WHEREFORE, Plaintiff requests the relief as set forth in her Complaint.

Respectfully submitted this 2nd day of August,
2006.


Chris A. Pentz
Attorney for Plaintiff

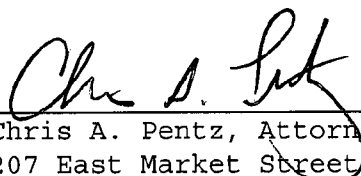
VERIFICATION

I, Chris A. Pentz, have read the foregoing Reply
To New Matter. The statements therein are correct to the
best of my personal knowledge or information and belief.

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

I am authorized to make this verification on behalf of
Plaintiff because of my position as counsel of record.

Dated: 8-2-06


Chris A. Pentz, Attorney
207 East Market Street
Clearfield PA 16830
814 765-4000
I. D. # 39232

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

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No. 2006- 684 -CD

EJECTMENT ACTION

FILED 200
013:0301 Amy Durant
SEP 25 2006 @

William A. Shaw
Prothonotary/Clerk of Courts

STIPULATION and AGREEMENT

NOW, this 22nd day of September, 2006, Plaintiff by her counsel, Chris A. Pentz and Defendant by his counsel, Timothy E. Durant, after further review have determined that the chain of title set out in the pleadings heretofore filed are incomplete as to both parties and therefore both parties by and through their respective counsel agree and stipulate that the present chain of title for each party pertaining to their Bradford Township properties which are the subject of this law suit is accurately set out hereafter:

A. The chain of title for the property owned by plaintiff, DAPHNE HUNT is through the following Clearfield County deeds beginning with the oldest, i.e. the common deed and ending with the newest or most current deed:

1. Deed from Glenn C. Shearer, et. al to George A. Glace and Kathryn A. Glace dated 11/19/1960 filed in Deed Book Volume 486 at page 399 on 11/22/1960, said to contain 12.60 Acres with map attached;
2. Deed from Leonard L. Glace, et. al. heirs of George A. Glace, deceased to Richard McFaye dated 07/07/1972 filed in Deed Book Volume 601 at page

- 066 on 07/20/1972, said to contain somewhat more than one (1) acre and a one story frame dwelling house, said to be part of Deed Book Volume 486 at page 399 (now assessed as a 1.083 A parcel, Tax Map No. 106-M6-5.1);
3. Deed from Leonard L. Glace and Della Glace, et. al. to Leonard L. Glace and Della B. Glace dated 02/24/1975 filed in Deed Book Volume 697 at page 001 on 03/06/1975, with acreage not stated and with no map referenced, said to be the residue of Deed Book Volume 486 at page 399, (the parent tract for the present 1.256 A parcel, Tax Map No. 106-M6-5);
 4. Deed from Richard McFaye and Nancy McFaye to Leonard L. Glace, Sr. and Della B. Glace dated 10/28/1982 filed in Deed and Records Book Volume 859 at page 422 on 10/28/1982, said to contain somewhat more than one (1) acre and a one story frame dwelling house, said to be the same premises described in Deed Book Volume 601 at page 066 (now assessed as 1.083 A parcel, Tax Map No. 106-M6-5.1);
 5. Deed from Leonard L. Glace and Della B. Glace to Russell L. Benson and Penny G. Benson dated 09/28/1990 filed in Deed and Records Book Volume 1367 at page 541 on 10/9/1990, this deed contains two parcels with the First Thereof being said to be the same as Deed Book Volume 697 at page 001 and the Second Thereof being said to be the same as Deed Book Volume 859 at page 422;
 6. Deed from Russell L. Benson and Penny G. Benson to Timothy Mitchell dated 05/20/1995 filed in Deed and Records Book Volume 1677 at page 222

- on 05/22/95, said to be the same premises described in Deed and Records Book Volume 1367 at page 541;
7. Deed from Timothy Mitchell to Timothy L. Mitchell and Della Glace dated 08/07/1997 filed in Deed and Records Book Volume 1864 at page 462 on 08/15/1997, said to be the same premises described in Deed and Records Book Volume 1677 at page 222 and the same premises identified as Tax Map or Parcel ID Nos. 106-M06-5 and 106-M06-5.1;
 8. Deed from Timothy L. Mitchell to Timothy L. Mitchell and Della Glace dated 08/07/1997 filed in Deed and Records Book Volume 1900 at page 138 on 01/12/1998, said to be a re-recording to correct the legal description, said to be the same premises described in Deed and Records Book Volume 1677 at page 222;
 9. Deed from Chester A. Hawkins at the suit of Bankers Trust Company of California, N.A., as Custodian and/or Trustee etc dated 01/10/2000 selling the interest of Timothy L. Mitchell and Della Glace to Bankers Trust Company of California, N.A., as Custodian and/or Trustee filed as Instrument No. 2000-00441 on 01/10/2000, said to be Parcel No. 106-M06-5;
 10. A corrective deed from Chester A. Hawkins at the suit of Bankers Trust Company of California, N.A., as Custodian and/or Trustee etc dated 08/22/2000 selling the interest of Timothy L. Mitchell and Della Glace to Bankers Trust Company of California, N.A., as Custodian and/or Trustee filed as Instrument No. 2000-12293 on 08/22/2000, said to be Tax Map or

Parcel ID Nos. 106-M06-5 and 106-M06-5.1 and the same premises described in Deed and Records Book Volume 1677 at page 222;

11. Deed from Bankers Trust Company of California, N.A. to Daphne Hunt dated 10/18/2000 filed as Instrument No. 2000-15657 on 10/19/2000, said to be the same premises described in Deed and Records Book Volume 1677 at page 222 and Tax Map Parcels 106-M06-5 and 106-M06-5.1 and also the same premises described in deed filed as Instrument No. 2000-12293.

B. The chain of title for the property owned by defendant, GREGORY S. GLACE is through the following Clearfield County deeds beginning with the oldest, i.e. the common deed and ending with the newest or most current deed:

1. Deed from Glenn C. Shearer, et. al to George A. Glace and Kathryn A. Glace dated 11/19/1960 filed in Deed Book Volume 486 at page 399 on 11/22/1960, said to contain 12.60 Acres with map attached;
2. Deed from George A. Glace and Kathryn A. Glace to Leonard L. Glace and Betty L. Glace dated 01/21/1964 filed in Deed Book Volume 506 at page 387 on 2/11/1964, said to contain 4 acres more or less with no map referenced, said to be a part of Deed Book Volume 486 at page 399;
3. Deed from Leonard L. Glace and Della Glace, et. al. to Leonard L. Glace and Della B. Glace dated 02/24/1975 filed in Deed Book Volume 697 at page 001 on 03/06/1975, with acreage not stated and with no map referenced, said to be the residue of Deed Book Volume 486 at page 399;
4. Deed from Leonard L. Glace and Della B. Glace to Randall L. Kritzer and

Trudy J. Kritzer dated 06/14/1979 filed in Deed Book Volume 783 at page 135 on 06/27/1979, said to contain 2.0845 Acres with a map referenced as being attached but in actuality not attached, said to be a part of Deed Book Volume 506 at page 387 and also said to be a part of Deed Book Volume 697 at page 001;

5. Deed from Randall L. Kritzer et. al. to Trudy J. Derr f/k/a Trudy J. Kritzer dated September 16, 1993 filed in Deeds and Records Book Volume 1557 at page 343 on 09/20/1993, said to contain 2.085 Acres;
6. Deed from Trudy J. Derr to Gregory Scott Glace dated June 16, 1997 filed in Deeds and Records Book Volume 1868 at page 401 on 08/29/1997, said to contain 2.085 Acres.

WHEREFORE the Court is hereby requested to consider this Stipulation of the Parties as an agreed upon pleading in this matter.

Witness:

Stipulation Executed by Counsel of Record

James M. Styer

Chris A. Pentz
Chris A. Pentz, Attorney for Plaintiff

Michael George

Timothy E. Durant
Timothy E. Durant, Attorney for Defendant

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

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No. 2006- 684 -CD

Type of Pleading: **DEFENDANT'S
MOTION FOR SUMMARY JUDGEMENT**

Filed on Behalf of: Defendant

Counsel for this party:

TIMOTHY E. DURANT, Esquire
Supreme Court I.D. No. 21352
201 North Second Street
Clearfield, PA 16830
814-765-1711

Opposing Counsel:

CHRIS A. PENTZ, Esquire
Supreme Court I.D. No. 39232
207 East Market Street
PO Box 552
Clearfield PA 16830
814 765-4000

FILED

03:40 p.m. CL

NOV 09 2007

3cc to Atty

William A. Shaw
Prothonotary/Clerk of Courts

GW

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

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No. 2006- 684 -CD

MOTION FOR SUMMARY JUDGMENT

NOW COMES, Gregory S. Glace, Defendant above named, and by his Attorney, Timothy E. Durant, Esquire and pursuant to Pennsylvania Rule of Civil Procedure 1035.1 et seq. moves the Honorable Court for Summary Judgment as follows:

1. Plaintiff has filed her Amended Complaint seeking to block the Defendant from using water from a spring located on property she purchased in October of 2000 from Banker's Trust Company of California, NA. The subject real estate is located in Bradford Township, Clearfield County, Pennsylvania described in a certain stipulation..

2. Counsel for both parties have stipulated to the chains of title for both the Plaintiff and the Defendant. A copy of the said stipulation is attached hereto as Exhibit "A" and incorporated herein by reference as if set out in full.

3. The common deed in the chain of title for both parties is the deed dated November 19, 1960 from Glenn C. Shearer, et al. to George A. Glace and Kathryn A. Glace, recorded in Clearfield County Deed Book Volume 486 at page 399. From this common deed both properties (involved in this suit) are derived.

4. The chain of title for defendant, as stipulated to, is through the following Clearfield

County deeds: 486/399 recorded 11/22/1960; 506/387 recorded 2/11/1964; 697/001 recorded 3/06/1975; 783/135 recorded 6/27/1979; 1557/343 recorded 9/20/1993; 1868/401 recorded 8/29/1997.

5. The chain of title for plaintiff, as stipulated to, is through the following Clearfield County deeds and instruments: DB 486/399 recorded 11/22/1960; DB 601/066 (1.083 A parcel, Tax Map No. 106-M6-5.1) recorded 7/20/1972; DB 697/001 (1.256 A parcel, Tax Map No. 106-M6-5) recorded 3/6/1975; DB 1367/541 recorded 10/9/1990; DB 1677/222 recorded 5/22/95; DB 1864/462 recorded 8/15/97; DB 1900/138 recorded 1/12/98; Instr. No. 2000-00441 recorded 1/10/2000; Instr. No. 2000-15657 recorded 10/19/2000.

6. Defendant's title comes out of the "common deed" first.

7. Plaintiff's title comes out of the "common deed" last and comprises the residue of the common deed after all life time out-sales by George A. Glace and Kathryn A. Glace.

8. Defendant's predecessor deed (i.e. DB 506/387) grants him an easement appurtenant and authorizes him to use the spring as he is now using it, by virtue of the following grant contained therein:

"TOGETHER with the right to the grantees, their heirs and assigns, in common with the grantors, their heirs and assigns, to use water for domestic purposes from a spring situate near the center of the land of George A. Glace and Kathryn A. Glace, lying south of the parcel conveyed, together with the right to maintain, use, replace, repair and remove a pipe line leading therefrom to the dwelling house of the grantee, any entry upon the premises for the purposes of maintaining such pipe line to do as little damage to the land of the grantors as reasonably practicable and any excavating made to be promptly restored to its approximate contour."

9. Plaintiff's predecessor deed is the servient tenement and is subject to and obligated to honor the defendant's water rights to the spring on plaintiff's property.

10. The spring in question has been used by all parcels that were conveyed out of the original 12.60 acres. A copy of a sworn affidavit of Leonard L. Glace, Jr. and Eleanor R. Glace supporting defendant's position is attached hereto as Exhibit "B".

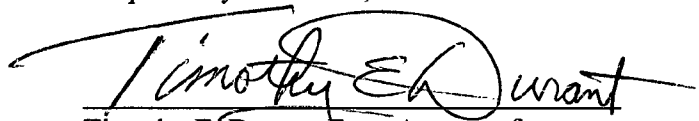
11. Plaintiff had actual personal knowledge of the existence of the water line from the spring to defendant's residence prior to her purchase of the property from Banker's Trust Company of California, NA and she discussed this water line and the quality of the water in the spring with defendant before she bought the property from the Bankers Trust Co.

12. The documents of record in this action, including the deeds, pleadings and the Affidavits submitted in support of this Motion demonstrate that there are no issues of material fact and that Defendant is entitled to judgment in his favor as a matter of law.

WHEREFORE, Defendant request that Summary Judgment be entered in his favor, and that the Court find as a matter of law that the Defendant has the right to use water for from the spring located on the property of the plaintiff for domestic purposes as well as the right to maintain, use, replace, repair and remove a pipe line between the spring and his residence as set forth in the grant of easement found in Clearfield County Deed Book 506 at page 387.

November 9, 2007

Respectfully submitted,


Timothy E. Durant, Esq., Attorney for
Defendant Gregory S. Glace

VERIFICATION

I, GREGORY S. GLACE, verify that the statements made in this Motion are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities

DATED: November 9, 2007



GREGORY S. GLACE

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

No. 2006- 684 -CD

EJECTMENT ACTION

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

STIPULATION and AGREEMENT

NOW, this 22nd day of September, 2006, Plaintiff by her counsel, Chris A. Pentz and
Defendant by his counsel, Timothy E. Durant, after further review have determined that the chain
of title set out in the pleadings heretofore filed are incomplete as to both parties and therefore both
parties by and through their respective counsel agree and stipulate that the present chain of title for
each party pertaining to their Bradford Township properties which are the subject of this law suit is
accurately set out hereafter:

A. The chain of title for the property owned by plaintiff, DAPHNE HUNT is through
the following Clearfield County deeds beginning with the oldest, i.e. the common
deed and ending with the newest or most current deed:

1. Deed from Glenn C. Shearer, et. al to George A. Glace and Kathryn A. Glace
dated 11/19/1960 filed in Deed Book Volume 486 at page 399 on
11/22/1960, said to contain 12.60 Acres with map attached;
2. Deed from Leonard L. Glace, et. al. heirs of George A. Glace, deceased to
Richard McFaye dated 07/07/1972 filed in Deed Book Volume 601 at page

- 066 on 07/20/1972, said to contain somewhat more than one (1) acre and a one story frame dwelling house, said to be part of Deed Book Volume 486 at page 399 (now assessed as a 1.083 A parcel, Tax Map No. 106-M6-5.1);
3. Deed from Leonard L. Glace and Della Glace, et. al. to Leonard L. Glace and Della B. Glace dated 02/24/1975 filed in Deed Book Volume 697 at page 001 on 03/06/1975, with acreage not stated and with no map referenced, said to be the residue of Deed Book Volume 486 at page 399, (the parent tract for the present 1.256 A parcel, Tax Map No. 106-M6-5);
 4. Deed from Richard McFaye and Nancy McFaye to Leonard L. Glace, Sr. and Della B. Glace dated 10/28/1982 filed in Deed and Records Book Volume 859 at page 422 on 10/28/1982, said to contain somewhat more than one (1) acre and a one story frame dwelling house, said to be the same premises described in Deed Book Volume 601 at page 066 (now assessed as 1.083 A parcel, Tax Map No. 106-M6-5.1);
 5. Deed from Leonard L. Glace and Della B. Glace to Russell L. Benson and Penny G. Benson dated 09/28/1990 filed in Deed and Records Book Volume 1367 at page 541 on 10/9/1990, this deed contains two parcels with the First Thereof being said to be the same as Deed Book Volume 697 at page 001 and the Second Thereof being said to be the same as Deed Book Volume 859 at page 422;
 6. Deed from Russell L. Benson and Penny G. Benson to Timothy Mitchell dated 05/20/1995 filed in Deed and Records Book Volume 1677 at page 222

- on 05/22/95, said to be the same premises described in Deed and Records Book Volume 1367 at page 541;
7. Deed from Timothy Mitchell to Timothy L. Mitchell and Della Glace dated 08/07/1997 filed in Deed and Records Book Volume 1864 at page 462 on 08/15/1997, said to be the same premises described in Deed and Records Book Volume 1677 at page 222 and the same premises identified as Tax Map or Parcel ID Nos. 106-M06-5 and 106-M06-5.1;
 8. Deed from Timothy L. Mitchell to Timothy L. Mitchell and Della Glace dated 08/07/1997 filed in Deed and Records Book Volume 1900 at page 138 on 01/12/1998, said to be a re-recording to correct the legal description, said to be the same premises described in Deed and Records Book Volume 1677 at page 222;
 9. Deed from Chester A. Hawkins at the suit of Bankers Trust Company of California, N.A., as Custodian and/or Trustee etc dated 01/10/2000 selling the interest of Timothy L. Mitchell and Della Glace to Bankers Trust Company of California, N.A., as Custodian and/or Trustee filed as Instrument No. 2000-00441 on 01/10/2000, said to be Parcel No. 106-M06-5;
 10. A corrective deed from Chester A. Hawkins at the suit of Bankers Trust Company of California, N.A., as Custodian and/or Trustee etc dated 08/22/2000 selling the interest of Timothy L. Mitchell and Della Glace to Bankers Trust Company of California, N.A., as Custodian and/or Trustee filed as Instrument No. 2000-12293 on 08/22/2000, said to be Tax Map or

Parcel ID Nos. 106-M06-5 and 106-M06-5.1 and the same premises described in Deed and Records Book Volume 1677 at page 222;

11. Deed from Bankers Trust Company of California, N.A. to Daphne Hunt dated 10/18/2000 filed as Instrument No. 2000-15657 on 10/19/2000, said to be the same premises described in Deed and Records Book Volume 1677 at page 222 and Tax Map Parcels 106-M06-5 and 106-M06-5.1 and also the same premises described in deed filed as Instrument No. 2000-12293.

B. The chain of title for the property owned by defendant, GREGORY S. GLACE is through the following Clearfield County deeds beginning with the oldest, i.e. the common deed and ending with the newest or most current deed:

1. Deed from Glenn C. Shearer, et. al to George A. Glace and Kathryn A. Glace dated 11/19/1960 filed in Deed Book Volume 486 at page 399 on 11/22/1960, said to contain 12.60 Acres with map attached;
2. Deed from George A. Glace and Kathryn A. Glace to Leonard L. Glace and Betty L. Glace dated 01/21/1964 filed in Deed Book Volume 506 at page 387 on 2/11/1964, said to contain 4 acres more or less with no map referenced, said to be a part of Deed Book Volume 486 at page 399;
3. Deed from Leonard L. Glace and Della Glace, et. al. to Leonard L. Glace and Della B. Glace dated 02/24/1975 filed in Deed Book Volume 697 at page 001 on 03/06/1975, with acreage not stated and with no map referenced, said to be the residue of Deed Book Volume 486 at page 399;
4. Deed from Leonard L. Glace and Della B. Glace to Randall L. Kritzer and

Trudy J. Kritzer dated 06/14/1979 filed in Deed Book Volume 783 at page 135 on 06/27/1979, said to contain 2.0845 Acres with a map referenced as being attached but in actuality not attached, said to be a part of Deed Book Volume 506 at page 387 and also said to be a part of Deed Book Volume 697 at page 001;

5. Deed from Randall L. Kritzer et. al. to Trudy J. Derr f/k/a Trudy J. Kritzer dated September 16, 1993 filed in Deeds and Records Book Volume 1557 at page 343 on 09/20/1993, said to contain 2.085 Acres;
6. Deed from Trudy J. Derr to Gregory Scott Glace dated June 16, 1997 filed in Deeds and Records Book Volume 1868 at page 401 on 08/29/1997, said to contain 2.085 Acres.

WHEREFORE the Court is hereby requested to consider this Stipulation of the Parties as an agreed upon pleading in this matter.

Witness:

Stipulation Executed by Counsel of Record

Grand Mr. Styers

Chris A. Pentz
Chris A. Pentz, Attorney for Plaintiff

Michael George

Timothy E. Durant
Timothy E. Durant, Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA:

:SS

COUNTY OF CLEARFIELD :

AFFIDAVIT OF LEONARD L. GLACE, JR. and ELEANOR R. GLACE

We LEONARD L. GLACE, JR. and ELEANOR R. GLACE, husband and wife, both now residing at 5235 Shawville Highway, (Bradford) Clearfield, Pennsylvania being duly sworn according to law, do depose and say:

We own property in Bradford Township, Clearfield County, PA which vested in us by deed dated April 10, 1981 from Leonard L. Glace (a/k/a Leonard L. Glace Sr.) and Della B. Glace recorded in Clearfield County at Deeds and Records Book Volume 811 at page 004 on 4/13/81.

Our parcel of land comes out of the 4 acre parcel conveyed to Leonard L. Glace (a/k/a Leonard L. Glace Sr.) and Betty L. Glace (who died January 13, 1968) husband and wife, which 4 acre parcel vested in them by deed of George A. Glace and Kathryn A. Glace husband and wife by deed dated January 21, 1964 recorded in Clearfield County at Deeds and Records Book Volume 506 at page 387 on 2/11/64.

Both our deed and the deed of our predecessor contained the provision that our conveyance also included the following water rights, as described in the 1964 deed:

"TOGETHER with the right to the grantees, their heirs and assigns, in common with the grantors, their heirs and assigns, to use the water for domestic purposes from a spring situate near the center of the land of George A. Glace and Kathryn A. Glace, lying South of the parcel conveyed, together with the right to maintain, use, replace, repair and remove a pipe line leading therefrom to the dwelling house of the grantees, any entry upon the premises for the purposes of maintaining the pipeline to do as little damage to the land as reasonable practicable and any excavating made to be promptly restored to its approximate contour."

The spring being described above has been known to Leonard L Glace Jr. since approximately 1960 and to Eleanor R. Glace since 1967. The spring being described was on the property of George and Kathryn Glace approximately 50 yards above their residence. The residence where Daphne Hunt now lives the same house as built by George and Kathryn Glace in or about 1961. The residence where we now live is North of the spring described above and is the same residence as built by Leonard Glace, Sr. and Betty Glace in or about 1963. Leonard L. Glace, Jr. has been personally involved in all maintenance and repairs to the spring described above since 1960. Since November 19, 1960 the only spring on any of the 12.60 acres originally bought by George and Kathryn Glace, described in Deed Book 486 at page 399 is the spring on the property now owned by Daphne Hunt which she purchased from Bankers Trust Company of California, N.A. by deed dated October 18, 2000 recorded as Clearfield County Recorder's Office Instrument No. 200015657 on October 19, 2000.

Further Affiants say not.

Leonard L. Glace Jr.
Leonard L. Glace, Jr. Affiant

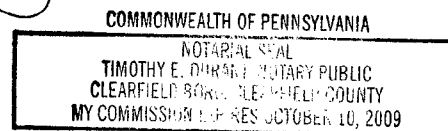
Eleanor R. Glace
Eleanor R. Glace, Affiant

Sworn to and subscribed before me this 21st day of November, 2006.

Timothy E. Durant
Timothy E. Durant, Notary Public



EXHIBIT "B" Pg. 1 of 1



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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

No. 2006- 684 -CD

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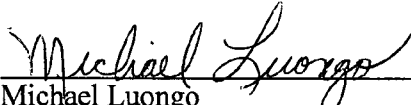
AFFIDAVIT OF SERVICE

I, Michael Luongo, hereby verify that I have this day, served by personal service, a copy of the
MOTION FOR SUMMARY JUDGMENT filed in this matter on behalf of Defendant, Gregory S. Glace.

Said pleading was served upon:

Chris A. Pentz, Esquire
207 East Market Street
PO Box 552
Clearfield, PA 16830

Dated: November 9, 2007


Michael Luongo

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

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No. 2006- 684 -CD

ORDER

AND NOW, this 14th day of November, 2007 upon consideration of the foregoing motion, it is hereby ordered that:

- (1) a rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested;
- (2) the respondent shall file an answer to the motion within ____ days of this date;
- (3) the motion shall be decided under Pa.R.C.P. 206.7;
- (5) an evidentiary hearing on disputed issues of material fact shall be held on _____, 200 ____ in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. ____.
- (6) argument shall be held on December 7, 2007 in Courtroom No. 1 at the Clearfield County Courthouse; and @ 2:00 p.m.
- (7) notice of the entry of this order shall be provided to all parties by the moving party.

BY THE COURT,

Judith J. Cunningham

J.

FILED

012:00 PM
NOV 15 2007

3CC

Atty. Duant

(6K)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

NOV 15 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/15/07

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

Parcel ID Nos. 106-M06-5 and 106-M06-5.1 and the same premises described in Deed and Records Book Volume 1677 at page 222;

11. Deed from Bankers Trust Company of California, N.A. to Daphne Hunt dated 10/18/2000 filed as Instrument No. 2000-15657 on 10/19/2000, said to be the same premises described in Deed and Records Book Volume 1677 at page 222 and Tax Map Parcels 106-M06-5 and 106-M06-5.1 and also the same premises described in deed filed as Instrument No. 2000-12293.

B. The chain of title for the property owned by defendant, GREGORY S. GLACE is through the following Clearfield County deeds beginning with the oldest, i.e. the common deed and ending with the newest or most current deed:

1. Deed from Glenn C. Shearer, et. al to George A. Glace and Kathryn A. Glace dated 11/19/1960 filed in Deed Book Volume 486 at page 399 on 11/22/1960, said to contain 12.60 Acres with map attached;
2. Deed from George A. Glace and Kathryn A. Glace to Leonard L. Glace and Betty L. Glace dated 01/21/1964 filed in Deed Book Volume 506 at page 387 on 2/11/1964, said to contain 4 acres more or less with no map referenced, said to be a part of Deed Book Volume 486 at page 399;
3. Deed from Leonard L. Glace and Della Glace, et. al. to Leonard L. Glace and Della B. Glace dated 02/24/1975 filed in Deed Book Volume 697 at page 001 on 03/06/1975, with acreage not stated and with no map referenced, said to be the residue of Deed Book Volume 486 at page 399;
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Trudy J. Kritzer dated 06/14/1979 filed in Deed Book Volume 783 at page 135 on 06/27/1979, said to contain 2.0845 Acres with a map referenced as being attached but in actuality not attached, said to be a part of Deed Book Volume 506 at page 387 and also said to be a part of Deed Book Volume 697 at page 001;

5. Deed from Randall L. Kritzer et. al. to Trudy J. Derr f/k/a Trudy J. Kritzer dated September 16, 1993 filed in Deeds and Records Book Volume 1557 at page 343 on 09/20/1993, said to contain 2.085 Acres;
6. Deed from Trudy J. Derr to Gregory Scott Glace dated June 16, 1997 filed in Deeds and Records Book Volume 1868 at page 401 on 08/29/1997, said to contain 2.085 Acres.

WHEREFORE the Court is hereby requested to consider this Stipulation of the Parties as an agreed upon pleading in this matter.

Witness:

Stipulation Executed by Counsel of Record

Grand Mr. Styers

Chris A. Pentz
Chris A. Pentz, Attorney for Plaintiff

Michael George

Timothy E. Durant
Timothy E. Durant, Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA:

:SS

COUNTY OF CLEARFIELD :

AFFIDAVIT OF LEONARD L. GLACE, JR. and ELEANOR R. GLACE

We LEONARD L. GLACE, JR. and ELEANOR R. GLACE, husband and wife, both now residing at 5235 Shawville Highway, (Bradford) Clearfield, Pennsylvania being duly sworn according to law, do depose and say:

We own property in Bradford Township, Clearfield County, PA which vested in us by deed dated April 10, 1981 from Leonard L. Glace (a/k/a Leonard L. Glace Sr.) and Della B. Glace recorded in Clearfield County at Deeds and Records Book Volume 811 at page 004 on 4/13/81.

Our parcel of land comes out of the 4 acre parcel conveyed to Leonard L. Glace (a/k/a Leonard L. Glace Sr.) and Betty L. Glace (who died January 13, 1968) husband and wife, which 4 acre parcel vested in them by deed of George A. Glace and Kathryn A. Glace husband and wife by deed dated January 21, 1964 recorded in Clearfield County at Deeds and Records Book Volume 506 at page 387 on 2/11/64.

Both our deed and the deed of our predecessor contained the provision that our conveyance also included the following water rights, as described in the 1964 deed:

"TOGETHER with the right to the grantees, their heirs and assigns, in common with the grantors, their heirs and assigns, to use the water for domestic purposes from a spring situate near the center of the land of George A. Glace and Kathryn A. Glace, lying South of the parcel conveyed, together with the right to maintain, use, replace, repair and remove a pipe line leading therefrom to the dwelling house of the grantees, any entry upon the premises for the purposes of maintaining the pipeline to do as little damage to the land as reasonable practicable and any excavating made to be promptly restored to its approximate contour."

The spring being described above has been known to Leonard L. Glace Jr. since approximately 1960 and to Eleanor R. Glace since 1967. The spring being described was on the property of George and Kathryn Glace approximately 50 yards above their residence. The residence where Daphne Hunt now lives the same house as built by George and Kathryn Glace in or about 1961. The residence where we now live is North of the spring described above and is the same residence as built by Leonard Glace, Sr. and Betty Glace in or about 1963. Leonard L. Glace, Jr. has been personally involved in all maintenance and repairs to the spring described above since 1960. Since November 19, 1960 the only spring on any of the 12.60 acres originally bought by George and Kathryn Glace, described in Deed Book 486 at page 399 is the spring on the property now owned by Daphne Hunt which she purchased from Bankers Trust Company of California, N.A. by deed dated October 18, 2000 recorded as Clearfield County Recorder's Office Instrument No. 200015657 on October 19, 2000.

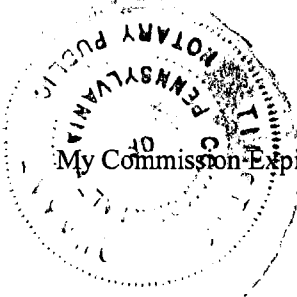
Further Affiants say not.

Leonard L. Glace Jr.
Leonard L. Glace, Jr. Affiant

Eleanor R. Glace
Eleanor R. Glace, Affiant

Sworn to and subscribed before me this 21st day of November, 2006.

Timothy E. Durant
Timothy E. Durant, Notary Public



COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

TIMOTHY E. DURANT, NOTARY PUBLIC

CLEARFIELD COUNTY, CLEARFIELD COUNTY

MY COMMISSION EXPIRES OCTOBER 10, 2009

EXHIBIT "B" Pg. 1 of 1

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

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No. 2006- 684 -CD

AFFIDAVIT OF SERVICE

I, Michael Luongo, hereby verify that I have this day, served by personal service, a copy of the
MOTION FOR SUMMARY JUDGMENT filed in this matter on behalf of Defendant, Gregory S. Glace.

Said pleading was served upon:

Chris A. Pentz, Esquire
207 East Market Street
PO Box 552
Clearfield, PA 16830

Dated: November 9, 2007


Michael Luongo

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

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No. 2006- 684 -CD

ORDER

AND NOW, this 14th day of November, 2007 upon consideration of the foregoing motion, it is hereby ordered that:

- (1) a rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested;
- (2) the respondent shall file an answer to the motion within _____ days of this date;
- (3) the motion shall be decided under Pa.R.C.P. 206.7;
- (5) an evidentiary hearing on disputed issues of material fact shall be held on _____, 200 ____ in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. _____.
- (6) argument shall be held on December 7, 2007 in Courtroom No. 1 at the Clearfield County Courthouse; and Ⓢ 2:00 p.m.
- (7) notice of the entry of this order shall be provided to all parties by the moving party.

BY THE COURT,

Judith J. Zimmerman

J.

FILED

012:00:00
NOV 15 2007

30C

Atty Swant

(6K)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

NOV 15 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/15/07

☒ You are responsible for seeing all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other
____ Defendant(s) ____ Defendant(s) Attorney
____ Special Instructions:

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

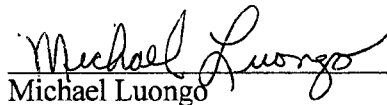
No. 2006- 684 -CD

AFFIDAVIT OF SERVICE

I, Michael Luongo, hereby verify that I have this day, served by U.S. First Class Mail, Postage
Prepaid, a copy of the ORDER dated November 14, 2007. Said order was served upon:

Chris A. Pentz, Esquire
207 East Market Street
PO Box 552
Clearfield, PA 16830

Dated: November 15, 2007


Michael Luongo

FILED
019:3234
NOV 16 2007
LIT

William A. Shaw
Prothonotary/Clerk of Courts

1A

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DAPHNE HUNT

:

-VS-

:

No. 06-684-CD

GREGORY S. GLACE

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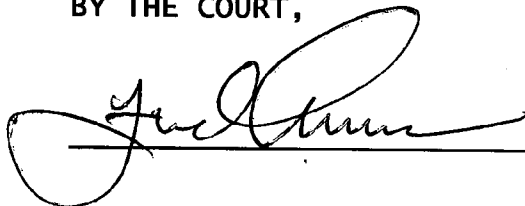
O R D E R

AND NOW, this 7th day of December, 2007,
following argument on the Defendant's Motion for Summary
Judgment, it is the ORDER of this Court as follows:

1. The parties shall have no more than twenty
(20) days from this date in which to submit a joint exhibit
for admission into the record comprising the appropriate
chain of title of the parties' respective properties in
question;

2. Counsel for the parties shall have no more
than forty (40) days from this date in which to submit
appropriate brief to the Court.

BY THE COURT,



President Judge

FILED
DEC 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

200
Atty: Rantz
Durant
GLO

FILED

DEC 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/10/07

____ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) ☒ Plaintiff(s) Attorney ____ Other

____ Defendant(s) ☒ Defendant(s) Attorney

____ Special Instructions:

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

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No. 2006- 684 -CD

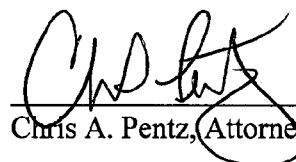
EJECTMENT ACTION

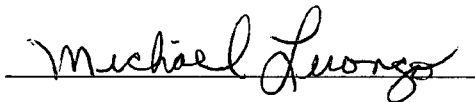
JOINT EXHIBIT FOR ADMISSION INTO RECORD

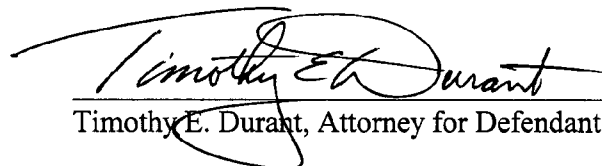
NOW, this 27th day of December, 2006, Plaintiff by her counsel, Chris A. Pentz and Defendant by his counsel, Timothy E. Durant, in compliance with the Order of this Court dated December 7, 2007 attach hereto a joint exhibit which they do stipulate provides a copy of each deed in the chain of title for both parties, from their present deeds, back to and including the common deed, from which the title of each party originated. This joint exhibit is being submitted so the Court can examine each deed in detail and consider each to be a part of the record in this matter.

Witness:

Stipulation Executed by Counsel of Record


Chris A. Pentz, Attorney for Plaintiff 1/2/08




Timothy E. Durant, Attorney for Defendant

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

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No. 2006- 684 -CD

**ALL DEEDS IN CHAIN OF TITLE OF PLAINTIFF FROM
MOST CURRENT DEED BACK TO COMMON DEED**

1. Instrument No. 2000-15657 (Tax Map #106-MO6-5 & #106-MO6-5.1) recorded 10/19/2000
2. Instrument No. 2000-12293 (same as DB 1677/222) recorded on 8/22/2000
3. Instrument No. 2000-00441 (Tax Map #106-MO6-5 only) recorded 1/10/2000
4. DB 1900/138 (same as DB 1677/222) recorded 1/12/1998
5. DB 1864/462 (same as DB 1677/222) recorded 8/15/1997
6. DB 1677/222 (1.083 Acre & 1.256 Acre parcel-residue of DB697/001) recorded 5/22/1995
7. DB 1367/541 (1.083 Acre & 1.256 Acre parcel-residue of DB697/001) recorded 10/9/1990
8. DB 859/422 (1.083 Acre parcel, Tax Map #106-M6-5.1) recorded 10/28/1982
9. DB 697/001 (1.256 Acre parcel, Tax Map #106-M6-5) recorded 3/6/1975
10. DB 601/066 (1.083 Acre parcel, Tax Map #106-M6-5.1) recorded 7/20/1972
11. DB 486/399 (12.60 Acre parcel) recorded 11/22/1960

Plaintiff

1. Instrument No. 2000-15657 (Tax Map #106-MO6-5 & #106-MO6-5.1) recorded 10/19/2000

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
- Pennsylvania

INSTRUMENT NUMBER
200015657
RECORDED ON
Oct 19, 2000
2:59:47 PM

RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE TRANSFER TAX	\$310.00
STATE WRIT TAX	\$0.50
BRADFORD TOWNSHIP	\$155.00
CLEARFIELD AREA SCHOOLS	\$155.00
TOTAL	\$635.50

CUSTOMER
NEISWENDER, FREDERICK M

DEED

THIS DEED, made this 18th day of October, 2000, Between Bankers Trust Company of California, N.A., (hereinafter called the "Grantor Corporation"), of the one part, and Daphne Hunt (hereinafter called the "Grantee"), of the other part.

WITNESSETH, That in consideration of Thirty-One Thousand (\$31,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor Corporation does hereby grant and convey unto the said Grantee, their successors and assigns,

DESCRIPTION

ALL THAT CERTAIN property situated in the Township of Bradford in the County of Clearfield and Commonwealth of Pennsylvania, being more fully described in a deed dated 05/20/95 and recorded 05/22/95, among the land records of the County and State set forth above, in Deed Volume 1677 and Page 222.

BEING Rd 2 Box 172, Clearfield, PA

TAX MAP OR PARCEL ID NO: 106-M06-5, **TAX MAP OR PARCEL ID NO:** 106-M06-5.1.

SEIZED, taken in execution and sold as the property of Timothy L. Mitchell and Della Glace, at the suit of Bankers Trust Company of California, N.A., As Custodian and/or Trustee, Assignee of Advanta National Bank, USA.

BEING the same premises which Chester A. Hawkins, Sheriff of the County of Clearfield, Pennsylvania by Deed Poll dated 8/22/00 and recorded 8/22/00 in the County of Clearfield Document # 200012293 conveyed unto Bankers Trust Company of California N.A.

TOGETHER, with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, water, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any ways appertaining, the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title interest, property, claim and demand whatsoever of her, the said Grantor Corporation,

as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their successors and assigns, to and for the only proper use and behoof of the said Grantee, their successors and assigns forever.

AND the said Grantor Corporation does hereby covenant to and with the said Grantee that she, the said Grantor Corporation **SHALL and WILL** Warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee, their successor and assigns, against the said Grantor Corporation.

IN WITNESS HEREOF, the said Grantor Corporation has caused these presents to be duly executed, the day and year first above written.

SEALED AND DELIVERED

In the Presence of:

Nancy McAnell

STATE OF
County of

Pennsylvania
Montgomery

By:

TITLE

BY

GLORIA WRIGHT, VICE PRESIDENT

BY ADVANTA MORTGAGE CORP.
USA AS ATTORNEY-IN-FACT

On this day of 18, 2000, before me, a Notary Public in and for the State of PA, the undersigned officer, personally appeared Gloria Wright and who acknowledged himself/herself to be the Vice President of Advanta Mortgage Corp USA as Attorney-in-Fact for Bankers Trust Company of California, and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as the

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

Celeste F. Robinson
NOTARY PUBLIC

Notary Seal
Celeste F. Robinson, Notary Public
Horseshoe Twp., Montgomery County
My Commission Expires May 3, 2004

Member Commonwealth Association of Notaries

know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Frederick M. Weisswender Stephane A. Hunt

This 18th day of October, 2000.

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

CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

RR 2, Box 172
Clearfield, PA 16830

Frederick M. Weisswender
Attorney ~~XXXXXX~~ for Grantee

Plaintiff

2. Instrument No. 2000-12293 (same as DB 1677/222) recorded on 8/22/2000

SHERIFF'S DEED—ACT OF 1905

Know all Men by these Presents,

That I, CHESTER A. HAWKINS, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$1.00 + COSTS

dollars, to me in hand paid, do hereby grant and convey to

BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS CUSTODIAN AND/OR TRUSTEE, Assignee of ADVANTA NATIONAL BANK, USA, the following described property to wit:

VOL 1864 PAGE 462

THIS INDENTURE

Made this 7th day of August, in the year of our Lord Nineteen Hundred and Ninety Seven

BETWEEN

TIMOTHY MITCHELL

(hereinafter called "Grantor") and

TIMOTHY L. MITCHELL and DELLA GLACE

(hereinafter called "Grantee");

WITNESSETH, that the said Grantor in consideration of

One and 00/100-----(\$1.00)-----Dollars

paid to the Grantor by the Grantee, do grant, bargain, sell and convey unto the said Grantee, their heirs, successors, and assigns,

LEGAL NO FOLLOWUPERS BEING A CONFIDENCE BETWEEN DEEDS AND OTHERS THE SAME IS HEREBY FROM ALL STATE AND LOCAL ESTATE TRANSFER TAXES.

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BRADFORD IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 05/20/95 AND RECORDED 05/22/95, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1677 AND PAGE 222.

ADDRESS: RD 2 BOX 172, CLEARFIELD, PA TAX MAP OR PARCEL ID NO.: 106-M06-S, TAX MAP OR PARCEL ID NO.: 106-M06-S.1

SEIZED, taken in execution and sold as the property of TIMOTHY L. MITCHELL and DELLA GLACE, at the suit of BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS CUSTODIAN AND/OR TRUSTEE Assignee of ADVANTA NATIONAL BANK, USA.

This Deed is executed, acknowledged, and recorded to correct an earlier deed granted by the Sheriff of Clearfield County in this matter. That Deed was recorded as Clearfield County Instrument Number 200000441 on January 10, 2000. The earlier Deed failed to include the second parcel of real estate which was subject to this foreclosure action and also sold to the Grantee at the Sheriff Sale in this matter.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

200012293

RECORDED ON

JUN 22, 2000

3:33:33 PM

RECORDING FEES - \$13.00

FEE

DUTY IMPROVEMENT \$1.00

AND

REORDER \$1.00

IMPROVEMENT FUND

STATE UNIT TAX \$0.50

TOTAL \$15.50

C.C.S.

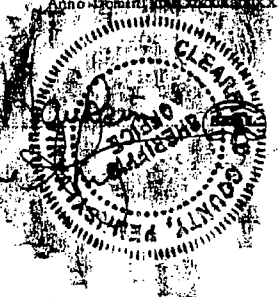
NOW, AUGUST 22, 2000 the same having been sold by me to the said grantee on the
THIRD day of DECEMBER Anno Domini one
thousand nine hundred and ninety-nine after due advertisement
according to law, under and by virtue of a writ of execution
issued on the day of
Anno Domini nineteen hundred and
out of the Court of Common Pleas of said County of Clearfield
as of 99-295-CD Term, one thousand
nine hundred and , Number , at the
suit of

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., AS CUSTODIAN
AND/OR TRUSTEE; Assignee of
ADVANTA NATIONAL BANK, USA

against

TIMOTHY L. MITCHELL and
DELLA GLACE

IN WITNESS WHEREOF, I have hereunto affixed my signature this TWENTY-SECOND
day of AUGUST Anno Domini two thousand
~~xxxxxx~~ TWO THOUSAND

Charles A. [Signature]
by *[Signature]* Sheriff


State of Pennsylvania

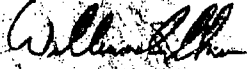
County of Clearfield

On this the 22nd day of AUGUST

XX2000 before me a Prothonotary, the undersigned officer,

personally appeared, CHESTER A. HAWKINS, High Sheriff of the State of Pennsylvania known to me (or satisfactory proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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



Prothonotary
Title of Office

WILLIAM A. SHAN
Prothonotary
My Commission Expires
1st Monday in Jan. 2001
Clearfield Co., Clearfield, PA

Commonwealth of Pennsylvania } ss.
County of Clearfield

Received on the _____ day of _____ A.D.
19 _____ in the Recorder's office of said County, in
Deed Book Volume _____

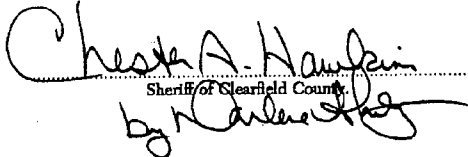
page _____

Given under my hand and seal of the said office the day
and year aforesaid.

Recorder

"I hereby Certify that the precise Residence of the Grantee or Grantees is,

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., AS CUSTODIAN
AND/OR TRUSTEE, Assignee of
ADVANTA NATIONAL BANK, USA
ADVANTA NATIONAL BANK, USA
40 Darby Road
Paoli, PA 19301



Chester A. Hawkins
Sheriff of Clearfield County

Deed Roll.

No.

CHESTER A. HAWKINS

High Sheriff of Clearfield County

TO

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., AS CUSTODIAN
AND/OR TRUSTEE, Assignee of
ADVANTA NATIONAL BANK, USA

SHERIFF'S DEED

Dated AUGUST 22, 2000

For \$1.00 + COSTS

Sold as the property of TIMOTHY L. MITCHELL
and DELLA GLACE

at the suit of BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., AS CUSTODIAN
AND/OR TRUSTEE, Assignee of
ADVANTA NATIONAL BANK, USA

Sold on Writ of Execution

99-295-CD

Plaintiff

3. Instrument No. 2000-00441 (Tax Map #106-MO6-5 only) recorded 1/10/2000

AFFIDAVIT No. 32358**Know all Men by these Presents,**

That I, **CHESTER A. HAWKINS**, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of **one dollar (\$1.00) plus costs** dollars, to me in hand paid, do hereby grant and convey to

BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS CUSTODIAN AND/OR TRUSTEE, Assignee of ADVANTA NATIONAL BANK, USA, the following described property to wit:

LEGAL DESCRIPTION

ALL that certain property situated in the Township of Bradford in the County of Clearfield and Commonwealth of Pennsylvania, Being more fully described in a deed dated May 20, 1995, among the land records of the County and state set forth above, in Deed Volume 1677 and page 222.

HAVING erected thereon a dwelling known as RD 2 Box 172, Clearfield, PA 16830.

BEING Parcel No. 106-MO6-5.

BEING the same premises which Timothy Mitchell by deed dated August 7, 1997 and recorded on August 15, 1997 in the Clearfield County, Pennsylvania, Recorder of Deeds Office in Deed Book Volume 1864, page 462, granted and conveyed unto Timothy Mitchell and Della Glace.

SEIZED, taken in execution and sold as the property of **TIMOTHY L. MITCHELL** and **DELLA GLACE**, at the suit of **BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS CUSTODIAN AND/OR TRUSTEE, Assignee of ADVANTA NATIONAL BANK, USA.**
JUDGMENT NO. 99-295-CD.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200000441

RECORDED ON
Jan 10, 2000
3:31:50 PM

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

CCS

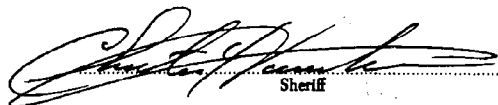
NOW, JANUARY 10, 2000 the same having been sold by me to the said grantee on the
Third day of December Anno Domini one
thousand nine hundred and ninety-nine after due advertisement
according to law, under and by virtue of a writ of execution
issued on the twenty-first day of
June Anno Domini nineteen hundred and ninety-nine
out of the Court of Common Pleas of said County of Clearfield
as of 99-295-CD Term, one thousand
nine hundred and , Number , at the
suit of

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., AS CUSTODIAN
AND/OR TRUSTEE, Assignee of
ADVANTA NATIONAL BANK, USA

against

TIMOTHY L. MITCHELL
and DELLA GLACE

IN WITNESS WHEREOF, I have hereunto affixed my signature this tenth
day of JANUARY Anno Domini ~~one thousand~~
~~nine hundred and~~ TWO THOUSAND


Sheriff

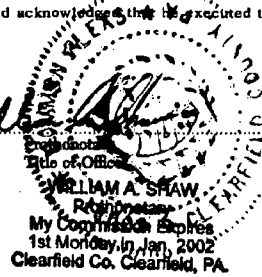


State of Pennsylvania

County of Clearfield

On this the 10th day of JANUARY x19 2000 before me a Prothonotary, the undersigned officer, personally appeared, CHESTER A. HAWKINS, High Sheriff of the State of Pennsylvania known to me (or satisfactory proven) to be the person described in the foregoing instrument, and acknowledge that he executed the same in the capacity therein stated and for the purposes therein contained.

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



Commonwealth of Pennsylvania } ss.
County of Clearfield

Received on the _____ day of _____ A.D.
19 _____ in the Recorder's office of said County, in
Deed Book Volume _____
page _____

Given under my hand and seal of the said office the day
and year aforesaid.

Recorder

"I hereby Certify that the precise Residence of the Grantee or Grantees is,

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., AS CUSTODIAN
AND/OR TRUSTEE, Assignee of
ADVANTA NATIONAL BANK, USA

40 Darby Road
Paoli, PA 19301

Sheriff of Clearfield County.

Deed Roll.

No.

CHESTER A. HAWKINS
High Sheriff of Clearfield County

TO
BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., AS CUSTODIAN
AND/OR TRUSTEE, Assignee of
ADVANTA NATIONAL BANK, USA

SHERIFF'S DEED

Dated JANUARY 10, 2000

For \$1.00 + COSTS

Sold as the property of TIMOTHY L. MITCHELL
and DELLA GLACE

at the suit of BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., AS CUSTODIAN
AND/OR TRUSTEE, Assignee of
ADVANTA NATIONAL BANK, USE

Sold on Writ of Execution
NO. 99-295-CD



Plaintiff

4. DB 1900/138 (same as DB 1677/222) recorded 1/12/1998

VOL 1900 PAGE 138

THIS INDENTURE

AFFIDAVIT No. 29483

Made the 7th day of August, in the year of our Lord Nineteen Hundred and Ninety Seven

BETWEEN

TIMOTHY MITCHELL

(hereinafter called "Grantor ") and

TIMOTHY L. MITCHELL AND DELLA GLACE

(hereinafter called "Grantee "):

WITNESSETH, that the said Grantor in consideration of

One and 00/100-----(\$1.00)-----Dollars

paid to the Grantor by the Grantee do grant, bargain, sell and convey unto the said Grantee, their heirs, successors, and assigns,

ALL THOSE CERTAIN TRACTS OR PARCELS OF LAND SITUATE IN THE TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT THE NORTHEASTERN CORNER OF LAND CONVEYED TO RICHARD MCFAYE, AND BEING IN THE WEST RIGHT-OF-WAY OF HIGHWAY ROUTE NO. 970, LEADING FROM WOODLAND TO SHAWVILLE; THENCE BY SAID HIGHWAY RIGHT-OF-WAY LINE NORTH FIFTEEN DEGREES FIFTEEN MINUTES WEST ONE HUNDRED TWENTY-SIX AND SIX-TENTHS (126.6) FEET TO A POINT; THENCE STILL BY SAID RIGHT-OF-WAY LINE NORTH EIGHTEEN (18) DEGREES THIRTY MINUTES WEST SEVENTY-FIVE AND FOUR TENTHS (75.4) FEET TO THE SOUTHEAST CORNER OF LAND FORMERLY OF RUSSELL L. BENSON AND PENNY G. BENSON; THENCE ALONG THE SOUTHERLN LINE OF LAND FORMERLY OF SAID GRANTORS IN A WESTERLY DIRECTION FOUR HUNDRED THIRTY-FIVE (435) FEET, MORE OR LESS, TO A POINT IN THE EASTERN LINE OF LAND OF LEROY THOMPSON, ET AL. (FORMERLY SHEARER BROS); THENCE BY THE EASTERN LINE OF LAND OF SAID LEROY THOMPSON, ET AL. SOUTH FIFTEEN (15) DEGREES FIFTY-THREE (53') MINUTES EAST THREE HUNDRED THIRTY-TWO (332) FEET TO THE NORTHWEST CORNER OF LAND OF RICHARD MCFAYE; THENCE BY SAID LAND OF MCFAYE NORTH SIXTY (60) DEGREES FORTY-ONE (41') MINUTES EAST FOUR NHUNDRED EIGHTY-FIVE AND TWENTY-FOUR ONE HUNDREDTHS (485.24) FEET TO HIGHWAY ROUTE NO. 970 AND THE PLACE OF BEGINNING.

THE SECOND THEREOF: BEGINNING AT A POINT IN THE WESTERN LINE OF PENNSYLVANIA STATE HIGHWAY ROUTE NO. 970, BEING THE HIGHWAY LEADING FROM WOODLAND TO SHAWVILLE, ONE HUNDRED (100) FEET NORTHERLY FROM THE NORTHERN LINE OF TOWNSHIP ROAD NO. T-617, THENCE ALONG THE WESTERLY LINE OF TOWNSHIP ROAD NO. T-617 BY A COURSE NORTH FIFTEEN (15) DEGREES FIFTY-THREE (53') MINUTES WEST ONE HUNDRED (100) FEET TO A POINT; THENCE BY A COURSE SUBSTANTIALLY SOUTH SIXTY (60) DEGREES FORTY-ONE (41') MINUTES WEST, THROUGH LAND OF THE GRANTORS, AND PARALLEL TO ROUTE NO. T-617, FOUR HUNDRED SIXTY-FIVE (465) FEET, MORE OR LESS, TO A POINT IN

(Continued on following page)

THE EASTERN LINE RESERVED FOR A POWER LINE; THENCE BY THE EASTERN LINE OF SAID POWER LINE NORTH FIFTEEN (15) DEGREES THIRTY (30') MINUTES WEST ONE HUNDRED (100) FEET; THENCE BY A LINE THROUGH THE PROPERTY OF THE GRANTORS HEREIN AND PARALLEL TO THE NORTHERN BOUNDARY LINE ABOVE-MENTIONED BY A COURSE SUBSTANTIALLY NORTH SIXTY (60) DEGREES FORTY-ONE (41') MINUTES EAST FOUR HUNDRED SIXTY-FIVE (465) FEET, MORE OR LESS, TO THE WESTERN LINE OF HIGHWAY ROUTE NO. 970 AND THE PLACE OF BEGINNING. CONTAINING SOMEWHAT MORE THAN ONE (1) ACRE AND HAVING THEREON ERECTED A ONE-STORY FRAME DWELLING HOUSE.

THIS BEING THE SAME PREMISES CONVEYED FROM RUSSELL L. BENSON AND PENNY G. BENSON TO TIMOTHY MITCHELL IN DEED DATED MAY 20, 1995 AND RECORDED MAY 22, 1995 IN DEED BOOK 1677 PAGE 222 IN THE COUNTY RECORDS OF CLEARFIELD COUNTY.

THIS IS A CONVEYANCE BETWEEN PARENT AND CHILD THE SAME IS EXEMPT FROM ALL STATE AND LOCAL REALTY TRANSFER TAXES.

THIS IS A RE-RECORDING OF DEED BOOK 1864 PAGE 462 TO CORRECT THE LEGAL DESCRIPTION.

with the appurtenances: TO HAVE AND TO HOLD the same to and for the use of
the said Grantee ^{as} their heirs, successors, and assigns,

forever, And the Grantor for their heirs, successors,

and assigns hereby covenant and agree that they will WARRANT GENERALLY the
property hereby conveyed.

NOTICE--THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

Witness the hand and seal of the said Grantor

Witness:

Virginia B. Hable
Jeannette M. Shaffer

Timothy L. Mitchell
TIMOTHY MITCHELL

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 ARTICLE 1.

WITNESS

Virginia B. Hable
Jeannette M. Shaffer

Timothy L. Mitchell
TIMOTHY L. MITCHELL
Della B. Glace
AND DELLA GLACE

Commonwealth of Pennsylvania)
County of) ss.

On this the 7th day of August, A.D. 1997, before me, a notary public, the undersigned officer, personally appeared TIMOTHY MITCHELL

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 hereunto set my hand and official seal.

My commission expires

Notarial Seal
Deborah L. Hazebach, Notary Public
Rochester Boro, Beaver County
My Commission Expires Nov. 23, 1998

Member, Pennsylvania Association of Notaries

Deborah L. Hazebach
Notary Public

Certificate of Residence

I, the undersigned do hereby certify that Grantee's precise residence is
Address: RD 2 BOX 172, CLEARFIELD, PA 16830.

Witness my hand this 7th day of August, A.D. 1997

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



Karen L. Starck
Recorder of Deeds

Deed

From
TIMOTHY MITCHELL

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:55 1-12-98
BY RESA
FEES 13.50
Karen L. Starck, Recorder

To

TIMOTHY L. MITCHELL AND DELLA GLACE

Mail to: RD 2 BOX 172, CLEARFIELD, PA 16830.

Commonwealth of Pennsylvania)
County of _____) ss.

Recorded on this _____ day of _____ A.D.
in the Recorder's office of the said County, in Deed Book, Volume _____
page _____

Given under my hand and the seal of the said office, the say
and year aforesaid.

Entered of Record July 14 1998 12:55 Karen L. Starck, Recorder

Recorder.

Plaintiff

5. DB 1864/462 (same as DB 1677/222) recorded 8/15/1997

THIS INDENTURE

Made the 7th day of August, in the year of our Lord Nineteen Hundred and
Ninety Seven

BETWEEN

TIMOTHY MITCHELL

(hereinafter called "Grantor") and

TIMOTHY L. MITCHELL AND DELLA GLACE

(hereinafter called "Grantee"):

WITNESSETH, that the said Grantor in consideration of

One and 00/100-----(\$1.00)-----Dollars

paid to the Grantor by the Grantee do grant, bargain, sell and convey unto the
said Grantee, their heirs, successors, and assigns,

LEGAL TO FOLLOWERS BEING A CONVEYANCE BETWEEN PARENT AND CHILD THE SAME IS
EXEMPT FROM ALL STATE AND LOCAL REALTY TRANSFER TAXES.

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BRADFORD IN THE
COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY
DESCRIBED IN A DEED DATED 05/20/95 AND RECORDED 05/22/95, AMONG THE LAND
RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1677 AND
PAGE 222.

ADDRESS: RD 2 BOX 172; CLEARFIELD, PA TAX MAP OR PARCEL ID NO.:
106-M06-5, TAX MAP OR PARCEL ID NO.: 106-M06-5.1

with the appurtenances: TO HAVE AND TO HOLD the same to and for the use of
the said Grantee, their heirs, successors, and assigns,

VOL 1864 PAGE 463

forever, And the Grantor for their heirs, successors,

and assigns hereby covenant and agree that they will WARRANT GENERALLY the
property hereby conveyed.

NOTICE-THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

Witness the hand and seal of the said Grantor

Witness:

Elizabeth S. Pavlock *Timothy S. Mitchell*
TIMOTHY S. MITCHELL

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 ARTICLE 1.

WITNESS

Elizabeth S. Pavlock *Timothy S. Mitchell*
TIMOTHY S. MITCHELL
Della B. Glace
DELLA GLACE

Commonwealth of Pennsylvania }

County of ~~CHERRY~~ *ELK* ss.

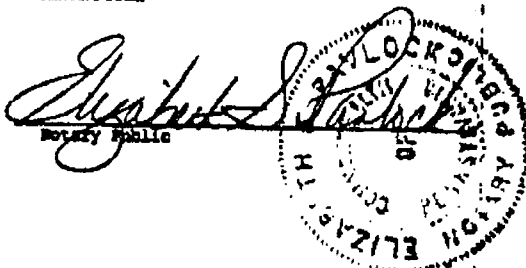
On this the 7th day of August, A.D. 1997, before me, a notary public, the undersigned officer, personally appeared TIMOTHY MITCHELL

(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 hereunto set my hand and official seal.

My commission expires

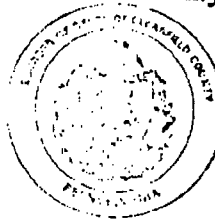
Notarial Seal
Elizabeth S. Pavlock, Notary Public
Johnstown Boro, Elk County
My Commission Expires Dec. 18, 2000

Member, Pennsylvania Association of Notaries



VOL 1864 PAGE 464

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

Certificate of Residence

I, the undersigned do hereby certify that Grantee's precise residence is
Address: RD 2 BOX 172, CLEARFIELD, PA 16830

Witness my hand this 7th

day of August, A.D. 1997

Elizabeth S. Pickett

Deed

From

TIMOTHY L. MITCHELL AND DELLA GLACH

To

TIMOTHY MITCHELL

8-15-97
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:55 PM
BY *K.L.S.*
FEES 13.50
Karen L. Starck, Recorder

Mail to: RD 2 BOX 172, CLEARFIELD, PA 16830

Commonwealth of Pennsylvania }
County of _____ ss.

Recorded on this _____ day of _____ A.D.
in the Recorder's office of the said County, in Deed Book, Volume _____
page _____

Given under my hand and the seal of the said office, the day
and year aforesaid.

Recorder.

Entered of Record 8-15 1997, 12:55 PM Karen L. Starck, Recorder

Plaintiff

6. DB 1677/222 (1.083 Acre & 1.256 Acre parcel-residue of DB697/001) recorded 5/22/1995

N.T.S.

D E E D

THIS INDENTURE made the 20TH day of May, 1995
BETWEEN RUSSELL L. BENSON and PENNY G. BENSON, husband and
wife, of R.D. 2 Box 172, Clearfield, Pennsylvania,
hereinafter referred to as "GRANTORS",

AND

TIMOTHY MITCHELL, single, of R.D. #2 Box 172, Clearfield,
Pennsylvania, hereinafter referred to as "GRANTEE",

WITNESSETH, that the said parties of the first part, in
consideration of the sum of One (\$1.00) Dollar -----
to them now paid by the party of the second part, do grant,
bargain, sell and convey unto the party of the second part,
his heirs, executors and assigns,

ALL those certain tracts or parcels of land situate in the
Township of Bradford, County of Clearfield and Commonwealth
of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at the
northeastern corner of land conveyed to
Richard McFaye, and being in the west
right-of-way of Highway Route No. 970,
leading from Woodland to Shawville;
thence by said Highway right-of-way line
North fifteen (15) degrees fifteen (15')
minutes West one hundred twenty-six and
six-tenths (126.6) feet to a point;
thence still by said right-of-way line
North eighteen (18) degrees thirty (30')
minutes West seventy-five and four-
tenths (75.4) feet to the southeast
corner of land formerly of Russell L.
Benson and Penny G. Benson; thence along
the southern line of land formerly of
said grantors in a westerly direction
four hundred thirty-five (435) feet,

more or less, to a point in the eastern line of land of Leroy Thompson, et al. (formerly Shearer Bros); thence by the eastern line of land of said Leroy Thompson, et al. South fifteen (15) degrees fifty-three (53') minutes East three hundred thirty-two (332) feet to the northwest corner of land of Richard McFaye; thence by said land of McFaye North sixty (60) degrees forty-one (41') minutes East four hundred eighty-five and twenty-four one-hundredths (485.24) feet to highway Route No. 970 and the place of beginning.

THE SECOND THEREOF: BEGINNING at a point in the western line of Pennsylvania State Highway Route No. 970, being the highway leading from Woodland to Shawville, one hundred (100) feet northerly from the northern line of Township Road No. T-617; thence along the westerly line of Township Road No. T-617 by a course North fifteen (15) degrees fifty-three (53') minutes West one hundred (100) feet to a point; thence by a course substantially south sixty (60) degrees forty-one (41') minutes West, through land of the grantors, and parallel to Route No. T-617, four hundred sixty-five (465) feet, more or less, to a point in the eastern line reserved for a Power Line; thence by the eastern line of said Power Line North fifteen (15) degrees thirty (30') minutes West one hundred (100) feet; thence by a line through the property of the grantors herein and parallel to the northern boundary line above mentioned by a course substantially North sixty (60) degrees forty-one (41') minutes East four hundred sixty-five (465) feet, more or less, to the western line of Highway Route No. 970 and the place of beginning. Containing somewhat more than one (1) acre and having thereon erected a one-story frame dwelling house.

BEING the same premises conveyed to the Grantors herein by deed from Leonard L. Glace and Della B. Glace dated September 28, 1990, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County in Deed and Record Book 1367, page 541.

THIS IS A TRANSFER BETWEEN BROTHERS AND IS THEREFORE EXEMPT FROM REALTY TRANSFER TAXES.

with the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said party of the second part his heirs, executors and assign forever, And the said parties of the first part for themselves, their heirs, executors and administrators covenant with the said party of the second part his heirs, executors and assigns against all lawful claimants SPECIALLY WARRANT the same and every part thereof to Warrant and Defend.

NOTICE-THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

WITNESS the hands and seals of the said parties of the
first part.

WITNESS:

William Jackson

Russell L. Benson
RUSSELL L. BENSON

Samuel L. Shaw

Penny L. Benson
PENNY L. BENSON

CERTIFICATE OF RESIDENCE

I James A. Naddeo, Esquire do hereby certify that the
precise residence of the Grantee(s) herein is as follows:
R.D.#2, Box 172, Clearfield, PA 16830.

James A. Naddeo
James A. Naddeo, Esquire

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY 3/22/95
ENTERED OF RECORD
TIME 10:41 PM
BY Karen L. Starck
FEES 19.50
Karen L. Starck, Recorder

COMMONWEALTH OF PENNSYLVANIA *

ss.

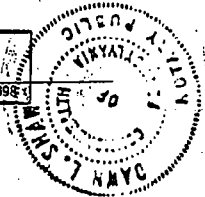
COUNTY OF CLEARFIELD *

On this 20th day of May, 1995, before me, the undersigned officer, personally appeared RUSSELL L. BENSON and PENNY G. BENSON, 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 hereunto set my hand and official seal.

Dawn L. Shaw

NOTARIAL SEAL
DAWN L. SHAW, Notary Public
Clearfield, Clearfield County, PA
My Commission Expires Jan. 29, 1998



My commission expires

Jan 29, 1998

Entered of Record May 22, 1995 10:41 AM Karen L. Starck, Recorder

Plaintiff

7. DB 1367/541 (1.083 Acre & 1.256 Acre parcel-residue of DB697/001) recorded 10/9/1990

This Indenture

Made the 28th

day of September

19 90 .

Between LEONARD L. GLACE and DELLA B. GLACE, husband and wife, of Clearfield County, Pennsylvania, hereinafter referred to as "GRANTORS",

parties of the first part and

RUSSELL L. BENSON and PENNY G. BENSON, husband and wife, of R. D. 2 Box 172, Clearfield, Pennsylvania, as Tenants by the Entireties, hereinafter referred to as "GRANTEES",

parties of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of One (\$1.00) Dollar -----

to them now paid by the said parties of the second part, do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns,

All those certain tracts or parcels of land situate in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at the northeastern corner of land conveyed to Richard McPate, and being in the west right-of-way of Highway Route No. 970, leading from Woodland to Shawville; thence by said Highway right-of-way line North fifteen (15) degrees fifteen (15') minutes West one hundred twenty-six and six-tenths (126.6) feet to a point; thence still by said right-of-way line North eighteen (18) degrees thirty (30') minutes West seventy-five and four-tenths (75.4) feet to the southeast corner of land of Leonard L. Glace and Betty L. Glace, the grantees herein; thence along the southern line of land of said grantees in a westerly direction four hundred thirty-five (435) feet, more or less, to a point in the eastern line of land of Leroy Thompson, et al. (formerly Shearer Bros); thence by the eastern

line of land of said Leroy Thompson, et al. South fifteen (15) degrees fifty-three (53') minutes East three hundred thirty-two (332) feet to the northwest corner of land of Richard McFaye; thence by said land of McFaye North sixty (60) degrees forty-one (41') minutes East four hundred eighty-five and twenty-four one-hundredths (485.24) feet to highway Route No. 970 and the place of beginning.

BEING the same premises conveyed to the Grantors herein by deed dated February 24, 1975, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County in Deed and Record Book 697, page 001.

THE SECOND THEREOF: BEGINNING at a point in the western line of Pennsylvania State Highway Route No. 970, being the highway leading from Woodland to Shawville, one hundred (100) feet northerly from the northern line of Township Road No. T-617; thence along the westerly line of Township Road No. T-617 by a course North fifteen (15) degrees fifty-three (53') minutes West one hundred (100) feet to a point; thence by a course substantially south sixty (60) degrees forty-one (41') minutes West, through land of the grantors, and parallel to Route No. T-617, four hundred sixty-five (465) feet, more or less, to a point in the eastern line reserved for a Power Line; thence by the eastern line of said Power Line North fifteen (15) degrees thirty (30') minutes West one hundred (100) feet; thence by a line through the property of the grantors herein and parallel to the northern boundary line above mentioned by a course substantially North sixty (60) degrees forty-one (41') minutes East four hundred sixty-five (465) feet, more or less, to the western line of Highway Route No. 970 and the place of beginning. Containing somewhat more than one (1) acre and having thereon erected a one-story frame dwelling house.

BEING the same premises conveyed to the Grantors herein by deed dated October 28, 1982, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County in Deed and Record Book 859, page 422.

THIS IS A TRANSFER BETWEEN PARENT AND CHILD AND IS THEREFORE EXEMPT FROM REALTY TRANSFER TAXES.

with the appurtenances: To Have and To Hold the same unto and for the use of the said parties of the second part, their heirs, executors and assigns forever,

And the said parties of the first part

for themselves, their heirs, executors and administrators covenant with the said parties of the second part, their heirs, executors and assigns against all lawful claimants SPECIALLY WARRANT the same and every part thereof to Warrant and Defend.

NOTICE—THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

Witness the hand s and seal s of the said parties of the first part.

Witness:

Leonard L. Glace or
Della B. Glace



NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

Commonwealth of Pennsylvania } ss.
County of Clearfield

On this the 18 day of September, A.D. 1990, before me the undersigned officer, personally appeared LEONARD L. GLACE and DELLA B. GLACE 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 hereunto set my hand and official seal.

Diana L. Bochert
Notary Public
(Title of Officer)

My commission expires

NOTARIAL SEAL
DIANA L. BOCHERT, Notary Public
Clearfield Boro, Clearfield County, Pa.
My Commission Expires May 30, 1994

Commonwealth of Pennsylvania
County of _____

} ss.

On this _____ day of _____
A.D. 19 _____, before me
in and for said _____

came the above named _____

State of
County of _____

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

known to me (or satisfactorily proven) to be the
person whose name _____ subscribed to the
within instrument and acknowledged that he
executed the same for the purposes therein con-
tained.

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

and acknowledged the foregoing Indenture to be
act and deed, to
the end that it may be recorded as such.

Witness my hand and _____

seal.



My Commission Expires _____

Title of Officer.

My Commission Expires _____

Certificate of Residence

I, James A. Naddeo, Esquire

do hereby certify that Grantees'

precise residence is R. D. 2 Box 172, Clearfield, PA 16830.

Witness my hand this _____

day of _____

19 90

James A. Naddeo

Recorded
No. 7x
Number
Page
Vol.
(Adopted)
From
To
Fees, \$

DEED

LEONARD L. GLACE
and
DELLA B. GLACE

RUSSELL L. BENSON
and
PENNY G. BENSON

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:00 AM 1-9-90
BY [Signature]
FEES 13.00
Michael R. Lytle, Recorder

P. O. Nally Co., Law Blank Publishers
427 Fourth Avenue, Pittsburgh, Pa. 15219

Commonwealth of Pennsylvania
County of CLEARFIELD

} ss.

Recorded on this _____ day of _____
A.D. 19 _____, in the Recorder's office of the said County, in Dead Book,
Volume _____, page _____

My Commission Expires _____ Given under my hand and the seal of the said office, the day and year
First Monday in January, 1992
aforesaid.

Michael R. Lytle

Recorder.

Entered of Record 10-9 19 90, 11:00 AM Michael R. Lytle, Recorder

Plaintiff

8. DB 859/422 (1.083 Acre parcel, Tax Map #106-M6-5.1) recorded 10/28/1982

Deed

GIVEN the

28th

day of

October

19 82

Between RICHARD McFAYE and NANCY McFAYE, his wife, of Covington Township,
Clearfield County, Pennsylvania;

And LEONARD L. GLACE, SR. and DELLA B. GLACE, husband and wife,
(hereinafter called "Grantor^s")
as tenants by the entireties, of Bradford Township, Clearfield County,
Pennsylvania;


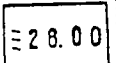
Witnesseth, That in consideration of Twenty Six Hundred
(hereinafter called "Grantee^s")
Dollars,
in hand paid, the receipt whereof is hereby acknowledged, Grantor^s do hereby grant and convey to
Grantee^s:

All that certain tract or parcel of land situate in the Township of
Bradford, County of Clearfield and State of Pennsylvania, bounded and
described as follows:

BEGINNING at a point in the western line of Pennsylvania State Highway Route No. 970, being the highway leading from Woodland to Shawville, one hundred (100) feet northerly from the northern line of Township Road No. T-617; thence along the westerly line of Township Road No. T-617 by a course north fifteen (15) degrees fifty-three (53) minutes west one hundred (100) feet to a point; thence by a course substantially south sixty (60) degrees forty-one (41) minutes west, through land of the grantors, and parallel to Route No. T-617, four hundred sixty-five (465) feet, more or less, to a point in the eastern line reserved for a Power Line; thence by the eastern line of said Power Line north fifteen (15) degrees thirty (30) minutes west one hundred (100) feet; thence by a line through the property of the grantors herein and parallel to the northern boundary line above mentioned by a course substantially north sixty (60) degrees forty-one (41) minutes east four hundred sixty-five (465) feet, more or less, to the western line of Highway Route No. 970 and the place of beginning. Containing somewhat more than one (1) acre and having thereon erected a one-story framedwelling house.

BEING the same premises which Leonard L. Glace and Della Glace, his wife, et al., conveyed to Richard McFaye by Deed dated the

7th day of July, 1972 and recorded in Clearfield County,
Pennsylvania in Deed Book Volume 601 at Page 066.

010358 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX OCT 29 '62   PB.11352

DISTRICT

100 REALTY TRANSFER TAX

AMOUNT \$ 26.00

Jim Nease 100882

Grantor covenant that they will warrant* Specially the property hereby conveyed.

NOTICE—THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended.]

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

NTS
Sealed and Delivered in the Presence of
Paul L. Glace, Jr.
us to both

Richard M. Faye
RICHARD McFAYE
Nancy M. Faye
NANCY McFAYE

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

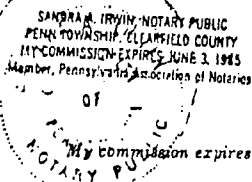
Paul L. Glace, Jr.

Leonard L. Glace, Sr.
Leonard L. Glace, Sr.
Bella B. Glace
Bella B. Glace

Commonwealth of Pennsylvania }
County of CLEARFIELD } ss.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:10 PM
BY *Paul L. Glace, Jr.*
FEES 13.50
TIM MORGAN, Recorder

On this the 28th day of October, A.D. 1982,
before me the undersigned officer, personally appeared
RICHARD McFAYE and NANCY McFAYE, his 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 hereunto set my hand and official seal.



Sandra A. Irwin
Notary Public
(Title of Officer.)

NOTE—Insertion of word "Generally" effects a General Warranty Deed.
Insertion of word "Specially" effects a Special Warranty Deed.
Act of Assembly, Pennsylvania, April 1, 1909, Section 6 and 8

107 827461 755

Certificate of Residence.

The undersigned hereby certifies that precise residence and complete post office address of the within
 Grantee is: ~~Clearfield~~ Box 172, Clearfield PD 2, PA 16830

Carol Salter

Recorded	Number	Page
859 26.0 C. Salter 26.0		
DEED		
Vol.	From	To
	RICHARD McFAYE and NANCY McFAYE, his wife,	LEONARD L. GLACE, SR., and DELLA B. GLACE, husband and wife.
		Feas. \$

For Sale by P. O. Nely Co., Law Blank Publishers
 415 Fourth Avenue, Pittsburgh, Pa. 15219

Commonwealth of Pennsylvania } ss.
 County of Clearfield

Recorded on this 28th day of October, 1984

A. D. 1984, in the Recorder's Office of the said County, in Deed Book,

Vol. 859, page 422

My Commission Expires First Monday in January 1984
 Given under my hand and seal of the said office.

Tim Morgan
 Recorder.

Entered of Record 10-28-84 3:40 pm Tim Morgan, Recorder

And the said grantors, do hereby ~~warrant~~ specially the property hereby conveyed,

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

Signed, Sealed and Delivered
In the Presence of

Clarence R. Kramer
Clarence R. Kramer

Gladys M. Smith

Leonard L. Glace L.S.
Leonard L. Glace

Della Glace L.S.
Della Glace

Willard Melvern Glace
Willard Melvern Glace, whose correct name is: Willard Melvin Glace

Willard Melvin Glace
Dorothy Glace
Dorothy Glace

Joan Ruth Groves
Joan Ruth Groves

Robert Groves L.S.
Robert Groves

Commonwealth of Pennsylvania

County of CLEARFIELD

On this, the 6th day of March 1975, before me Kathleen M. Conklin, Notary,

the undersigned officer, personally appeared Leonard L. Glace and Della Glace, his wife and Willard Melvern Glace, whose correct name is Willard Melvin Glace, and Gladys M. Smith, to be the persons whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

MY COMMISSION EXPIRES
July 22, 1978

Kathleen M. Conklin
KATHLEEN M. CONKLIN, Notary Public
Clearfield, Clearfield Co., Pa.
My Commission Expires July 22, 1978

I Hereby Certify, that the precise address of the grantees herein is
R. D. Woodland, Pennsylvania 16801.

CLEARFIELD AREA SCHOOL DISTRICT

1% REALTY TRANSFER TAX

AMOUNT \$ 32.00

PAID 36.15 Date 4-2-75 Agent Clarence R. Kramer

5. DB 506/387 (4 Acres m/l) recorded 2/11/1964

Defendant

21st May 1872

parents of the first-named grantee, of the Township of Bradford, County,

entireties, of the Township of Bradford, County of Clearfield and

THE UNIVERSITY OF CHICAGO PRESS

and convey to the said grantees and to the survivor of them, his or her heirs

SECRET

[illegible]



EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PREMISES ALL THE COAL, fire clay, soft clay, and all other types of clay, stone, gas, and all other minerals, in, under and upon the above described premises, together with the right of ingress, egress and regress into, upon and from the said land for the purpose of examining and searching for, and of mining, manufacturing and preparing said coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and other minerals, for market and with the sole right and privilege to mine and remove the same by any subterranean, quarrying, or deep-mining, strip-mining, or other process, incident to the purpose of mining and removing the same WITHOUT THEREBY INCURRING IN ANY EVENT WHATSOEVER ANY LIABILITY FOR INJURY CAUSED OR DAMAGE DONE TO THE SURFACE OF SAID LAND OR TO THE BUILDINGS WHICH NOW ARE OR HEREAFTER MAY BE PUT THEREON, or to the springs or to percolating waters or water courses, and with the right to construct such chutes, buildings, roads, tram roads, or railways, or other structures that may be necessary and convenient for the mining, manufacturing and preparing the said coal, fire clay, soft clay and all other types of clay, stone, gas, oil and other minerals for market, and with the further right to dump such waste on the surface as may be necessary and convenient for the mining, manufacturing and preparing the same without any liability, and with the further right to place upon the surface or remove from the surface any buildings, machinery, pipe lines or other property erected or placed on said land in connection therewith. Also expressly reserving the exclusive right to prospect for oil and gas and exploit the same and the use of the surface and the premises heretofore described, and the right to lay, maintain and operate pipe lines for gas and oil.

TOGETHER with the right to the grantees, their heirs and assigns, in common with the grantors, their heirs and assigns, to use water for domestic purposes from a spring situate near the center of the land of George A. Glace and Kathryn A. Glace, lying south of the parcel conveyed together with the right to maintain, use, replace, repair and remove a pipe line leading therefrom to the dwelling house of the grantees, any entry upon the premises for the purposes of maintaining such pipe line to do as little damage to the land of grantors as reasonably practicable and any excavating made to be promptly restored to its approximate contour.

BEING a part of that parcel of land which Glenn C. Shearer and Minerva Shearer, his wife, and Herman B. Shearer and Dorothy D. Shearer, his wife, granted and conveyed to George A. Glace and Kathryn A. Glace, husband and wife, by deed dated the 19th day of November, 1960, recorded at Clearfield in Deed Book No. 466, page 399.

And the said grantors, do hereby warrant specially the property hereby conveyed,

In witness whereof, said grantors have hereunto set their hands and seal the day and year first above written.

Given, sealed and delivered in the presence of

James W. Haines

George A. Glace

Kathryn A. Glace

County of Clearfield
State of Pennsylvania

On this 27 day of January 1904 before me, Harry G. Ganoe, Justice of the Peace, the undersigned officer personally appeared George A. Glace and Kathryn A. Glace, husband and wife, known to me (or satisfactorily proved) to be the persons whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained. WHEREOF, I have hereunto set my hand and official seal.

MY COMMISSION EXPIRES

JUSTICE OF THE PEACE
MY COMMISSION EXPIRES JAN. 3, 1905

Harry G. Ganoe

Witness my hand and official seal, this 27 day of January 1904.

Clearfield, Pennsylvania

George A. Glace

6. DB 486/399 (12.60 Acre parcel) recorded 11/22/1960

Defendant

This Day,

Made the _____ day of _____ November _____ in the year Nineteen _____

Between GLENN C. SHEARER and MINERVA SHEARER, his wife, and HERMAN B. SHEARER and DOROTHY D. SHEARER, his wife, all of East Waterford, Juniata County, Pennsylvania, Grantors; and

GEORGE A. GLACE and KATHRYN A. GLACE, husband and wife, as tenants by the entireties, of Goshen Township, Clearfield County, Pennsylvania,

Grantees.

Witnesseth, that in consideration of the sum of Two Thousand Five Hundred (\$2,500.00) Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees, their heirs and assigns,

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

BEGINNING at a stake corner on the Northern right-of-way line of Township Road 1617 and said stake corner being North seventy seven degrees forty four minutes East (N 77° 38' E) a distance of two hundred eighty five and eighty five hundredths (285.65) feet from the corner of Daniel Dasher's, thence along other lands of Grantors, or which this is a part, North fifteen degrees fifty three minutes West (N 15° 53' W) a distance of five hundred thirty two and eighty hundredths (522.80) feet to a stake corner; thence still by same North seventeen degrees forty five minutes West (N 17° 45' W) a distance of three hundred one and ten hundredths (301.10) feet to a stake corner; thence still by same North fifteen degrees thirty six minutes West (N 15° 36' W) a distance of three hundred and sixty hundredths (300.60) feet to a stake corner; thence still by same North seventeen degrees four minutes West (N 17° 04' W) a distance of three hundred forty two and seventy hundredths (342.70) feet to a stake corner; thence still by same North seventy four degrees thirty eight minutes East (N 74° 38' E) a distance of one hundred sixty six and eighty one hundredths (166.81) feet to a point on the Western right-of-way line of State Highway Route No. 970

Leading from Woodland to Shawville; thence along the western right-of-way line of said highway these following courses and distances: South thirty-eight degrees thirty minutes East (S 38° 30' E) a distance of three hundred forty (340.00) feet; thence South thirty-six degrees fifty-seven (36° 57' E) a distance of one hundred sixty (160.00) feet; thence South thirty-two degrees thirty minutes East (S 32° 30' E) a distance of one hundred thirty-eight and fifty hundredths (138.50) feet; thence South twenty-eight degrees twenty-five minutes East (S 28° 25' E) a distance of one hundred forty-five (145.00) feet; thence South twenty-three degrees forty-five minutes East (S 23° 45' E) a distance of one hundred fifty (150.00) feet; thence South eighteen degrees thirty minutes East (S 18° 30' E) a distance of two hundred fifteen (215.00) feet; thence South fifteen degrees fifty-three minutes East (S 15° 53' E) a distance of three hundred twenty-six and sixty hundredths (326.60) feet to a point on the aforementioned Northern right-of-way line of Township Road 167.1; thence along the Northern right-of-way line of said Township Road South sixty degrees forty-one minutes West (S 60° 41' W) a distance of four hundred eighty-five and twenty-four hundredths (485.24) feet to a stake corner, the place of beginning, containing 12.60 acres.

EXCEPTING and RESERVING to the grantors herein, their heirs and assigns, a twenty (20) foot right-of-way on the most western part of the above described tract. Said right-of-way being parallel with the property line of the above described tract.

ALSO EXCEPTING and RESERVING from the above described premises all the coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals, together with the right of ingress, egress and regress into, upon and from the said and for the purpose of examining and searching for, and for mining, manufacturing and preparing said coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals for market and with the sole right and privilege to mine and remove the same by any and all means and in any manner that may be necessary and convenient for the mining, manufacturing and preparing the same, and for the purpose of placing upon the surface or removing from the surface any buildings, machinery, pipes, lines or other property erected or placed on said and in connection therewith. Also expressly reserving the exclusive right to prospect for oil, gas and exploit the same and subdivide use of the surface and the premises hereabove described, and the right to lay, maintain and operate pipes, lines for gas and oil.

Attached hereto is a plan of the containing in yellow the premises hereby described.

AND BEING a part of the third tract described in the deed from B. Hartshteyn and Ellen H. Shirey, this date, to Glenn C. Shearer, and Herman B. Shearer, dated the 15th day of January, 1952, and recorded in Otsego County in Deed Book 410, at page 567.

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

DAPHNE HUNT,	*	
Plaintiff	*	No. 2006- 684 -CD
v.	*	
	*	EJECTMENT ACTION
GREGORY S. GLACE,	*	
Defendant	*	
	*	

AFFIDAVIT OF SERVICE

I, Michael Luongo, hereby verify that I have this day, served by personal service, a copy of
the **DEFENDANT'S BRIEF IN SUPPORT OF HIS MOTION FOR SUMMARY JUDGMENT**

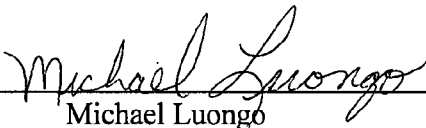
filed in this matter on behalf of Defendant, Gregory S. Glace. Said brief was served upon:

Chris A. Pentz, Esquire
207 East Market Street
PO Box 552
Clearfield, PA 16830

and the office of:

The Clearfield County Court Administrator
at 230 East Market St.
Clearfield, PA 16830

Dated: January 16, 2008


Michael Luongo

FILED *NO CC*
01/13/2008
JAN 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

DAPHNE HUNT,
Plaintiff

vs.

GREGORY S. GLACE,
Defendant

NO. 06-684-CD

FILED
013:5084
FEB 26 2008

William A. Shaw
Prothonotary/Clerk of Courts
(without memo)

OPINION and ORDER

Daphne Hunt (Hunt) filed an Ejectment Action against Gregory S. Glace (Glace) on May 2, 2006. The lawsuit concerns property in Bradford Township belonging to Hunt on which there is a spring which provides water for the Plaintiff's residence. Glace also owns property in Bradford Township, which property uses water from a water line Glace installed in 1997 to the spring located on Hunt's property. Hunt's lawsuit seeks to block Glace from using the water from the spring on her property. Hunt filed a First Amended Complaint on May 26, 2006 and following the completion of the pleadings the parties filed a Stipulation listing the chain of title which is applicable to both properties. On November 9, 2007 Glace filed a Motion for Summary Judgment and the parties, pursuant to the same, filed on December 27, 2007 a Joint Exhibit for Admission into Record. This document contains correct copies of the parties' deeds which were also described in the previously filed Stipulation. The Motion for Summary Judgment has been argued before the Court, briefs have been received and the matter is now set for decision.

The litigants have no dispute as to the chain of title for both properties and agree that the common and originating deed for both parties is dated November 19, 1960 from Glenn C. Shearer, et al to George A. Glace and Kathryn A. Glace and recorded in Clearfield County Deed Book Vol. 486 at page 399. This was described as a 12.60 acre parcel.

There is a deed to Glace's predecessor in title dated January 21, 1964 and recorded in Deed Book 560 at page 387 which severed 4 acres out of the original 12.60 acre parcel. This deed grants an easement appurtenant which authorizes the use of the spring for domestic purposes by virtue of the following grant contained within the deed:

Together with the right to the Grantees, their heirs and assigns, in common with the Grantors, their heirs and assigns, to use water for domestic purposes from a spring situate near the center of the land of George A. Glace and Kathryn A. Glace, lying south of the parcel conveyed, together with the right to maintain, use, replace, repair and remove a pipeline leading there from the dwelling house of the Grantee, any entry upon the premises for the purposes of maintaining such pipeline to do as little damage to the land of the Grantors as reasonably practicable and any excavating made to be promptly restored to its approximate contour.

A review of the record shows that Glace purchased the property by deed dated June 16, 1997, recorded August 29, 1997 in Deed Book 1858, page 401. In 1997 Glace installed a waterline from his property across the property now owned by Hunt to the spring in question. Glace has utilized water from the spring for his property since that time. Hunt obtained ownership of the property on which the spring is located by deed dated October 18, 2000, recorded as Instrument No. 200015657. As established through admissions in the pleadings,¹ Hunt was aware of the existence of the spring and Glace's placement of the waterline across the property and use of the water prior to her purchase of the property. After purchasing the property Hunt was aware that Glace and his relatives had cleaned the spring to facilitate Glace's water use. The dispute started in the summer of 2005 when Hunt's father removed Glace's waterline from the spring.

¹ See paragraphs 20 through 23 of Glace's New Matter filed June 21, 2006 and the admissions of the same set forth in Hunt's Reply to New Matter filed August 2, 2006.

It is well-established in the law that an easement is right of use over the property of another. The easement in this case is referred to as an easement appurtenant as it is one intended to be for the benefit of adjoining lands as opposed to an easement which is intended for the benefit of only a specific individual. An easement appurtenant can be conveyed from one individual to another by will, deed or contract. An easement appurtenant attaches to the land permanently and benefits its owner. In order for the easement to continue to exist, there must be two pieces of land owned by different individuals. One piece, the dominant estate or tenement, is the land that is benefited by the easement. The other piece, known as the servient estate or tenement, is the land that has the burden of the easement. An easement appurtenant is a covenant running with the land since it is incapable of a separate and independent existence from the land to which it is annexed. Kloock v. Rusnack, 63 A.2d 377 (Pa.Super. 1949). See also Ozehoski v. Scranton Spring Brook Water Service Co., 43 A.2d 601 (Pa.Super. 1945) In this case, Glace as the buyer of the dominant tenement obtains the benefit of the dominant estate, and is entitled to the benefit of the use of the water from the spring.

This Court notes that the appurtenant easement need not be referred to in the deed or instrument conveying the dominant tenement. Notwithstanding lack of reference the buyer will obtain all rights and benefits of such tenement. In Pennsylvania, upon transfer of real estate by deed, unless excepted or reserved therein, all of the Grantor's right, title and interest passes to the Grantee whether or not expressly stated to have so passed. 21 P.S. § 3. See also Brady v. Yodanza, 425 A.2d 726 (Pa. 1981). Notwithstanding the fact that Hunt had actual notice of Glace's use of the spring and the existence of the pipeline, no actual notice of the existence of the appurtenant easement is required for Hunt's property to be bound by the easement.

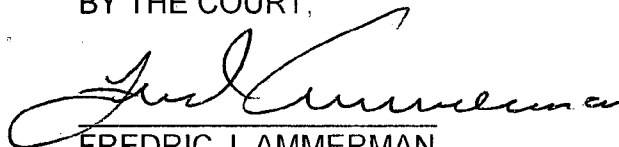
Hunt had constructive notice of the existence of the easement as in Pennsylvania any Grantee of a deed has a duty to search the chain of title as the Grantee takes title of property subject to any restriction or servitude which appears in the chain. Southall v. Humbert, 685 A.2d 574 (Pa.Super. 1996).

In conclusion, it is clear that under Pennsylvania law Hunt is bound by the easement appurtenant relative the spring and maintenance of the spring and pipe as set forth in the deed recorded in Deed Book 506 at page 387. Glace, as the owner of the dominant tenement, enjoys for his property use of the water from the spring. Glace may maintain the spring and pipeline as permitted by the specific grant of the easement in his predecessor's deed.

ORDER

NOW, this 26th day of February, 2008 consistent with the foregoing Opinion it is the ORDER of this Court that the Defendant's Motion for Summary Judgment be GRANTED, and the Plaintiff's First Amended Complaint filed May 26, 2006 is hereby DISMISSED, with prejudice. This Court finds that the Defendant, Gregory S. Glace, has the right to use water from the spring on the Plaintiff's property and to maintain the spring and pipe leading thereto in a manner consistent with the grant set forth in the deed recorded February 11, 1964 in Clearfield County Deed Book 506, page 387.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

FEB 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/26/08

____ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) X Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

Plaintiff

9. DB 697/001 (1.256 Acre parcel, Tax Map #106-M6-5) recorded 3/6/1975

This Deed

Made the Twenty-fourth day of February
Nineteen hundred and seventy-five (1975)

Between LEONARD L. GLACE and DELLA GLACE, his wife, WILLARD MALVERN GLACE, whose correct name is WILLARD MELVIN GLACE and DOROTHY GLACE, his wife, all of the Township of Bradford, County of Clearfield and State of Pennsylvania, and JOAN RUTH GROVES and ROBERT GROVES, her husband, of the City of Tiffin and State of Ohio, devisees under the will of George A. Glace, late of the Township of Bradford, County of Clearfield and State of Pennsylvania, hereinafter called the grantors, parties of the first part,

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LEONARD L. GLACE and DELLA B. GLACE, husband and wife, tenants by the entireties, of the Township of Bradford, County of Clearfield and State of Pennsylvania, hereinafter called the grantees, parties of the second part.

Witnesseth, That in consideration of Thirty-two hundred dollars (\$3,200.00), payable sixteen hundred (\$1600.00) Dollars to Willard Melvin Glace, and sixteen hundred (\$1,600.00) Dollars to Joan Ruth Groves

in hand paid, the receipt whereof is hereby acknowledged, the said grantor ~~do~~ hereby grant and convey to the said grantees, and to the survivor of them, his or her heirs and assigns.

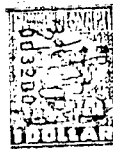
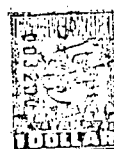
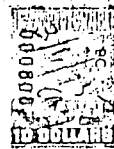
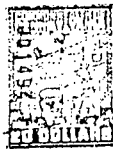
All that certain tract or parcel of land situate in the Township of Bradford, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at the northeastern corner of land conveyed to Richard McFaye, and being in the west right-of-way line of Highway Route No. 970, leading from Woodland to Shawville; thence by said Highway right-of-way line north fifteen (15) degrees fifteen (15) minutes west one hundred twenty-six and six-tenths (126.6) feet to a point; thence still by said right-of-way line north eighteen (18) degrees thirty (30) minutes west seventy-five and four-tenths (75.4) feet to the southeast corner of land of Leonard L. Glace and Betty L. Glace, the grantees herein; thence along the southern line of land of said grantees in a westerly direction four hundred thirty-five (435) feet, more or less, to a point in the eastern line of land of Leroy Thompson, et al. (formerly Shearer Bros); thence by the eastern line of land of said Leroy Thompson et al. south fifteen (15) degrees fifty-three (53) minutes east three hundred thirty-two (332) feet to the northwest corner of land of Richard McFaye; thence by said land of McFaye north sixty (60) degrees forty-one (41) minutes east four hundred eighty-five and twenty-four one-hundredths (485.24) feet to highway Route No. 970 and the place of beginning.

BEING the residue of the premises which Glenn C. Shearer and Minerva Shearer, his wife, and Herman B. Shearer and Dorothy D. Shearer, his wife, granted and conveyed to George A. Glace and Kathryn A. Glace, husband and wife, tenants by the entireties, by deed dated November 19, 1960, Deed Book No. 486, page 399. The said Kathryn A. Glace having died on February 29, 1964, the entire title vested by survivorship in George A. Glace, who died testate on the 25th day of July, 1966, and by his will dated October 29, 1964, probated since his death and remaining

BOOK 697 PAGE 002

of record at Clearfield in Will Book No. 11, page 391, devised the same to his three children, Leonard L. Glace, Willard Malvern Glace, whose correct name is Willard Melvin Glace and Joan Groves.



And the said grantors, do hereby warrant specially the property hereby conveyed,

In Witness Whereof, said grantors have hereunto set their hand and seal on the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

Clarence R. Kramer
Clarence R. Kramer

Gladys M. Smith

Leonard L. Glace L.S.
Leonard L. Glace

Della Glace L.S.
Della Glace

Willard Melvern Glace
Willard Melvern Glace, whose correct name is Willard Melvin Glace

Willard Melvin Glace

Dorothy Glace
Dorothy Glace

Joan Ruth Groves
Joan Ruth Groves

Robert Groves L.S.
Robert Groves

Commonwealth of Pennsylvania

County of CLEARFIELD

On this, the 6th day of March 1975, before me Kathleen M. Conklin, Notary,

the undersigned officer, personally appeared Leonard L. Glace and Della Glace, his wife and Willard Melvern Glace, whose correct name is Willard Melvin Glace and Dorothy Glace, his wife, persons whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

MY COMMISSION EXPIRES
July 22, 1978

Kathleen M. Conklin
KATHLEEN M. CONKLIN, Notary Public
Clearfield, Clearfield Co., Pa.
My Commission Expires July 22, 1978

I hereby Certify, that the precise address of the grantees heretofore is
#2 Clearfield 16881
R. D. Woodland, Pennsylvania 16881.

CLEARFIELD AREA SCHOOL DISTRICT

1% REALTY TRANSFER TAX

AMOUNT \$ 32.00

PAID 36-115 22-25-75
Date Agent

Clarence R. Kramer

BOOK 697 PAGE 004

STATE OF OHIO

COUNTY OF Seneca : SS.

On this, the 28 day of February, 1975, before me, Dominic G. Ranieri, Notary Public, the undersigned officer, personally appeared Joan Ruth Groves and Robert Groves, her husband, 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.

Dominic G. Ranieri

Notary Public, Seneca County, Ohio
My Commission Expires Mar. 5, 1979

WITDAVIT NO. 3943

Entered of Record Mar 6 1975, 1154 Cecil A Burns Recorder

Steph. J. Day
Cecil A. Burns
3210
3210



LEONARD L. GLACE, et al.
devises under the will
of George A. Glace,
deceased

TO

LEONARD L. GLACE and
DELLA B. GLACE,
husband and wife.

Dated, February 24, 1975

CLEARFIELD CO. SS
ENTERED OF RECORD

Time 1:54 PM
By *[Signature]*
Fees \$7.00
Cecil A. Burns, Recorder

KRAMER & MARSH
LAW OFFICES
217 MARKET STREET
CLEARFIELD, PA.

Commonwealth of Pennsylvania }
County of _____ } 532

Recorded on this _____ day of _____ A.D. 19 _____
in the Recorder's Office of said County
in DEED Book _____ Vol. _____ PAGE _____
Given under my hand and seal of the said office
the date above written.

RECORDER.

Plaintiff

10. DB 601/066 (1.083 Acre parcel, Tax Map #106-M6-5.1) recorded 7/20/1972

Clearfield

Made the _____ Seventh _____ day of _____ July _____
Nineteen hundred and seventy-two (1972)

Between LEONARD L. GLACE and DELLA GLACE, his wife, WILLARD MALVERN GLACE, whose correct name is WILLARD MELVIN GLACE, and DOROTHY GLACE, his wife, all of the Township of Bradford, County of Clearfield and State of Pennsylvania, and JOAN RUTH GROVES and ROBERT GROVES, her husband, of the City of Tiffin and State of Ohio, devisees under the will of George A. Glace, deceased, late of the Township of Bradford, County of Clearfield and State of Pennsylvania, hereinafter called the grantors, parties of the first part,

A
N
D

RICHARD McFAYE of the Township of Covington, County of Clearfield and State of Pennsylvania, hereinafter called the grantee, party of the second part.

Witnesseth, That in consideration of Three thousand (\$3,000.00)

_____ Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors—do—hereby grant and convey to the said grantee, his heirs and assigns.

All that certain tract or parcel of land situate in the Township of Bradford, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the western line of Pennsylvania State Highway Route No. 970, being the highway leading from Woodland to Shawville, one hundred (100) feet northerly from the northern line of Township Road No. T-617; thence along the westerly line of Township Road No. T-617 by a course north fifteen (15) degrees fifty-three (53) minutes west one hundred (100) feet to a point; thence by a course substantially south sixty (60) degrees forty-one (41) minutes west, through land of the grantors, and parallel to Route No. T-617, four hundred sixty-five (465) feet, more or less, to a point in the eastern line reserved for a Power Line; thence by the eastern line of said Power Line north fifteen (15) degrees thirty (30) minutes west one hundred (100) feet; thence by a line through the property of the grantors herein, and parallel to the northern boundary line above mentioned by a course substantially north sixty (60) degrees forty-one (41) minutes east four hundred sixty-five (465) feet, more or less, to the western line of Highway Route No. 970 and the place of beginning. Containing somewhat more than one (1) acre and having thereon erected a one-story frame dwelling house.

BEING part of the same premises which Glenn C. Shearer and Minerva Shearer, his wife, and Herman B. Shearer and Dorothy D. Shearer, his wife, granted and conveyed to George A. Glace and Kathryn A. Glace, husband and wife, tenants by the entireties, by deed dated the 19th day of November, 1960, Deed Book No. 486, page 399. The said Kathryn A. Glace having died on the 29th day of February, 1964, the entire title vested by survivorship in George A. Glace, who died testate on the 25th day of July, 1966, and by his will dated the 29th day of October,

1964, probated since his death and remaining of record at Clearfield in Will Book No. 11, page 391, devised the same to his three children, Leonard L. Glace, Willard Malvern Glace, whose correct name is Willard Melvin Glace, and Joan Groves.



And the said grantors, do hereby warrant—specially—the property hereby conveyed,

In Witness Whereof, said grantors have hereunto set their hand and seal of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

Kathleen M. Rimel
Kathleen M. Rimel
James J. Groves
Robert Groves

Leonard L. Glace L.S.
Leonard L. Glace

Della Glace L.S.
Della Glace

Willard Malvern Glace
Willard Malvern Glace, whose correct name

is: Willard Melvin Glace
Willard Melvin Glace

Dorothy Glace
Dorothy Glace

Joan Ruth Groves
Joan Ruth Groves

Robert Groves L.S.
Robert Groves

Commonwealth of Pennsylvania

County of CLEARFIELD

On this, the 7th day of July 1972 before me Kathleen M. Rimel, Notary,

the undersigned officer, personally appeared Leonard L. Glace and Della Glace, his wife, Willard Malvern Glace, a/k/a Willard Melvin Glace and Dorothy Glace, his 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 purpose therein contained.

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

MY COMMISSION EXPIRES
July 22, 1974

Kathleen M. Rimel
KATHLEEN M. RIMEL, Notary Public
Clearfield, Clearfield Co., Pa.
My Commission Expires July 22, 1974

I Hereby Certify, that the precise address of the grantee herein is

Karthaus, Pennsylvania.

Clarence R. Kramer

CLEARFIELD AREA SCHOOL DISTRICT

% REALTY TRANSFER TAX

AMOUNT \$ 30.00

PAID 7-20-72 Carol G. Burns

Date

Agent

STATE OF OHIO

: SS.

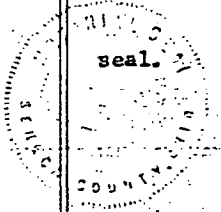
Vol. 601 PAGE 069

COUNTY OF ⁸ ~~Seneca~~

On this, the 12 day of July, 1972, before me,
Dominic G. Ranieri - Notary Public, the undersigned officer, personally
appeared Joan Ruth Groves and Robert Groves, her husband, 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.



Dominic G. Ranieri

DOMINIC G. RANIERI

Commission Expires March 5, 1974

Entered of Record July 20 1972 2:10 Cedil A. Burns Recorder

State tax \$ 30.00
Cgd. del tax 30.00

DEED

LEONARD L. GLACE, et al.
devisees under the will of
George A. Glace, deceased.

TRUST

RICHARD McFAYE

McF
Dated, July 7, 1972

CLEARFIELD CO. SS
ENTITLED OF RECORD
Time 2:10
By C. R. Kramer
Fees \$ 6.00
Cedil A. Burns, Recorder

CLARENCE R. KRAMER
ATTORNEY AT LAW
CLEARFIELD, PA.

Commonwealth of Pennsylvania

County of _____

Recorded on this _____ day of _____ A.D. 19____
in the Recorder's Office of said County
in DEED Book _____ Vol. _____ PAGE _____
Given under my hand and seal of the said office
the date above written.

RECORDER.

Plaintiff

11. DB 486/399 (12.60 Acre parcel) recorded 11/22/1960

This Deed,

Made the _____ 19th _____ day of _____ November _____ in the year Nineteen
Hundred and Sixty _____

Between GLENN C. SHEARER and MINERVA SHEARER, his wife, and HERMAN B. SHEARER and DOROTHY D. SHEARER, his wife, all of East Waterford, Juniata County, Pennsylvania, Grantors; and

GEORGE A. GLACE and KATHRYN A. GLACE, husband and wife, as tenants by the entireties, of Goshen Township, Clearfield County, Pennsylvania, Grantees.

Witnesseth, that in consideration of the sum of Two Thousand Five Hundred

(\$2,500.00) ----- Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do

hereby grant and convey to the said grantees _____ their heirs and assigns,

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

BEGINNING at a stake corner on the Northern right-of-way line of Township Road T617 and said stake corner being North seventy seven degrees forty-four minutes East (N 77° 44' E) a distance of two hundred eighty-five and eighty-five hundredths (285.85') feet from the corner of Darrel Daisher; thence along other lands of Grantors, of which this is a part, North fifteen degrees fifty-three minutes West (N 15° 53' W) a distance of five hundred ninety-two and eighty hundredths (592.80') feet to a stake corner; thence still by same North seventeen degrees forty-five minutes West (N 17° 45' W) a distance of three hundred one and ten hundredths (301.10') feet to a stake corner; thence still by same North fifteen degrees thirty-six minutes West (N 15° 36' W) a distance of three hundred and sixty hundredths (300.60') feet to a stake corner; thence still by same North seventeen degrees four minutes West (N 17° 04' W) a distance of three hundred forty-two and seventy hundredths (342.70') feet to a stake corner; thence still by same North seventy-four degrees thirty eight minutes East (N 74° 38' E) a distance of one hundred sixty-six and eighty-one hundredths (166.81') feet to a point on the Western right-of-way line of State Highway Route No. 970

leading from Woodland to Shawville; thence along the Western right-of-way line of said highway these following courses and distances: South thirty-eight degrees thirty minutes East (S 38° 30' E) a distance of three hundred forty (340.00') feet; thence South thirty-six degrees fifty-seven minutes East (S 36° 57' E) a distance of one hundred sixty (160.00') feet; thence South thirty-two degrees thirty minutes East (S 32° 30' E) a distance of one hundred thirty-eight and fifty hundredths (138.50') feet; thence South twenty-eight degrees twenty-five minutes East (S 28° 25' E) a distance of one hundred forty-five (145.00') feet; thence South twenty-three degrees forty-five minutes East (S 23° 45' E) a distance of one hundred fifty (150.00') feet; thence South eighteen degrees thirty minutes East (S 18° 30' E) a distance of two hundred fifteen (215.00') feet; thence South fifteen degrees fifty-three minutes East (S 15° 53' E) a distance of three hundred twenty-six and sixty hundredths (326.60') feet to a point on the aforementioned Northern right-of-way line of Township Road T617; thence along the Northern right-of-way line of said Township Road South sixty degrees forty-one minutes West (S 60° 41' W) a distance of four hundred eighty-five and twenty-four hundredths (485.24') feet to a stake corner, the place of beginning. Containing 12.60 Acres.

EXCEPTING and RESERVING to the Grantors herein, their heirs and assigns, a twenty (20) foot right-of-way on the most western part of the above described tract. Said right-of-way being parallel with the property line of the above described tract.

ALSO EXCEPTING and RESERVING from the above described premises all the coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals, in, under and upon the above described premises, together with the right of ingress, egress and regress into, upon and from the said land for the purpose of examining and searching for, and of mining, manufacturing and preparing said coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals for market and with the sole right and privilege to mine and remove the same by any subterranean quarrying, deep mining, stripping of the surface, or other process incident to the purpose of mining and removing the same without thereby incurring in any event whatsoever any liability for injury caused or damage done to the surface of the said land or to the buildings or improvements which now are or hereafter may be put thereon, or to the springs or to percolating waters or water courses, and with the right to construct such chutes, buildings, roads, tram roads or railways, or other structures that may be necessary and convenient for the mining, manufacturing and preparing the said coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals for market, and with the further right to dump such waste on the surface as may be necessary and convenient for the mining, stripping, manufacturing and preparing the same without any liability, and with the further right to place upon the surface or remove from the surface any buildings, machinery, pipe lines or other property erected or placed on said land in connection therewith. Also expressly reserving the exclusive right to prospect for oil and gas and exploit the same and sufficient use of the surface and the premises hereinabove described, and the right to lay, maintain and operate pipe lines for gas and oil.

Attached hereto is a blueprint outlining in yellow the premises hereinabove described.

AND BEING a part of the third tract described in the deed from B. Earl Shirley and Ellen R. Shirley, his wife, to Glenn C. Shearer and Herman B. Shearer, dated the 31st day of January, 1952, and recorded in Clearfield County in Deed Book 418, at page 587.

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SHEARER BRCS.

563245 W 300.00
LEROY & DOLORES
MECRACKEN
102 ACRES

1260 ACRES

BR05

5 HEAR EX

BR 04

REDUCED SCALE
1 inch

AND OTHERS V. BRAD FORD TOWNSHIP
CLEARFIELD CO. PASCALE 100 APRIL 16 1990

And the said grantors, do hereby covenant and agree to and with the said grantees that they, the grantors, their heirs, executors and administrators,

Shall and will SPECIALLY Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantees their heirs and assigns against the said grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

For the purpose of complying with the Act of July 17, 1957, No. 431, and for no other purpose, the following paragraph is included:

"THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND."

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

Sealed and delivered in the presence of

Harold F. Berdine
Esther Hower

Glenn C. Shearer L.S.
Glenn C. Shearer
Minerva Shearer L.S.
Minerva Shearer
Herman B. Shearer L.S.
Herman B. Shearer
Dorothy D. Shearer L.S.
Dorothy D. Shearer



State of Pennsylvania

County of Juniata

On this, the 19th day of November, 1960, before me the undersigned officer,

personally appeared GLENN C. SHEARER and MINERVA SHEARER, his wife, and HERMAN B. SHEARER and DOROTHY D. SHEARER, his wife, known to me (or satisfactorily proven) to be the person whose names are

subscribed to the within instrument, and acknowledged that they

executed the same for the purposes therein contained.

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

Esther Hower
Recorder of Deeds
Title of Office

My comm. expires 1st Mon. In Jan. 1961

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

Sherry Hill, Pennsylvania

Mrs. Ruth Ann Miller

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

DAPHNE HUNT,

Plaintiff

v.

GREGORY S. GLACE,

Defendant

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*
*
*
*
*
*

No. 2006- 684 -CD

**ALL DEEDS IN CHAIN OF TITLE OF DEFENDANT FROM
MOST CURRENT DEED BACK TO COMMON DEED**

1. DB 1868/401 (2.0485 Acre parcel) recorded 8/29/1997
2. DB 1557/343 (2.0485 Acre parcel) recorded 9/20/1993
3. DB 783/135 (2.0485 Acre parcel- part of DB697/001 & of DB 506/387) recorded 6/27/1979
4. DB 697/001 (1.256 Acre parcel, Tax Map #106-M6-5) recorded 3/06/1975
5. DB 506/387 (4 Acres m/l) recorded 2/11/1964
6. DB 486/399 (12.60 Acre parcel) recorded 11/22/1960

- Defendant

1. DB 1868/401 (2.0485 Acre parcel) recorded 8/29/1997

THIS DEED, made this 16 day of June, 1997

BETWEEN,

TRUDY J. DERR, married woman, of Richland, Lebanon County, Pennsylvania,
(hereinafter called the Grantor)

AND

GREGORY SCOTT GLACE, of Hyde, Pennsylvania, (hereinafter called the
Grantee)

WITNESSETH, That the said Grantor, for and in consideration of the sum
of TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00), paid by the said
Grantee to the said Grantor, at or before the signing and delivery of
these presents, the receipt whereof is hereby acknowledged, has granted,
bargained, sold, and conveyed, and by these presents does grant, bargain
and sell, and convey unto the said Grantee and Grantee's heirs,
successors and assigns the premises described on Exhibit "A" attached
hereto and incorporated herein by reference;

TOGETHER with all buildings, improvements, woods, ways, rights,
liberties, privileges, hereditaments and appurtenances to the same
belonging or in any wise appertaining, and the reversions and
remainders, rents, issues, and profits thereof, and all of every part
and parcel thereof, including any interests specifically set forth in
Exhibit "A", if any. And also, all the estate, right, title, interest,
property, possession, claim and demand whatsoever both in law and
equity, of the Grantor of, in, and to the same.

TO HAVE AND TO HOLD the said premises, and the appurtenances, hereby
granted to the Grantee and Grantee's heirs, successors and assigns, to
and for the only proper use, benefit and behoof of the said Grantee and
Grantee's heirs, successors and assigns forever, under and subject to
the conditions set forth on Exhibit "A", if any.

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

8-29-97
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:45 PM
BY *Karen L. Starck*
FEES 15.50
Karen L. Starck, Recorder

AND the said Grantor, hereby covenants and agrees that Grantor will warrant SPECIALLY the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantor has hereunto set Grantor's hand and seal, the day and year first above written.

Sealed and Delivered
in the presence of:

Carolyn M. Adams

Trudy J. Derr SEAL

Commonwealth of Pennsylvania:

County of Lancaster : SS

On this, the 12th day of June, 1997, before me, the undersigned officer, personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.



Carolyn M. Adams
Notary Public

Notary Seal
Carolyn M. Adams, Notary Public
Lancaster County, Pennsylvania
My Commission Expires March 12, 2000
Member, Pennsylvania Association of Notaries

THE ADDRESS OF THE WITHIN-NAMED GRANTEE

IS: Ap Box 495 Hyde
PA 16843

Gregory S. Wallace
On behalf of the Grantee

Notary Seal
Gregory S. Wallace, Notary Public
Lancaster County, Pennsylvania
My Commission Expires Dec. 1, 1997
Member, Pennsylvania Association of Notaries



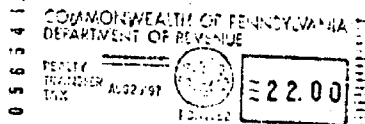
EXHIBIT "A"

ALL THAT CERTAIN piece of parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at an iron pin south sixty-two (62) degrees twenty-eight (28) minutes west, two hundred sixty-four (264) feet from the northeast corner of land conveyed to Richard McFaye, and at the west right-of-way line of Highway Route 970, leading from Woodland to Shawville; thence through lands now or late of Leonard L. Glace and Della B. Glace, his wife, north seventeen (17) degrees forty-six (46) minutes west, four hundred twenty-four and sixty-four hundredths (424.64) feet to an iron pin; thence by same south seventy-five (75) degrees twenty-four (24) minutes west, one hundred eighty-eight (188) feet to an iron pin in the eastern line of land now or late of Shearer Bros.; thence by the eastern line of said Shearer Bros. south fourteen (14) degrees six (6) minutes east, four hundred seventy-three and fifty-two hundredths (473.52) feet to an iron pin at the northwest corner of land conveyed to Richard McFaye; thence by said land north sixty-two (62) degrees twenty-eight (28) minutes east, two hundred twenty-one and twenty-four hundredths (221.24) feet to an iron pin and place of BEGINNING. Containing 2.0845 acres as shown on the Plan Plan prepared by Fred H. Shuss, P.E. dated May 21, 1979 attached to the hereinafter recited deed.

BEING THE SAME PREMISES which Randall L. Kritzer and Rebecca Kritzer, his wife, and Trudy J. Derr, formerly Trudy J. Kritzer and Alan A. Derr, her husband, by deed dated September 16, 1993 and recorded Clearfield in the Office of the Recorder of Deeds in and for the County of Clearfield, Pennsylvania, in Deed Book 1557, Page 343, granted and conveyed unto Trudy J. Derr, grantor herein, her heirs and assigns.

EXCEPTING AND RESERVING from the above described premises all the coal, fire clay, soft clay and all other types of clay, stone, gas, oil and all other minerals, in, under and upon the above described premises, together with the right of ingress, egress and regress into, for, and of



mining, manufacturing and preparing said coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals, for market and with the sole right and privilege to mine and remove the same by any subterranean, quarrying, or deep-mining, strip-mining of the surface, or other process incident to the purpose of mining and removing the same WITHOUT THEREBY INCURRING IN ANY EVENT WHATSOEVER ANY LIABILITY FOR INJURY CAUSED OR DAMAGE DONE TO THE SURFACE OF SAID LAND OR TO THE BUILDINGS WHICH NOW ARE OR HEREAFTER MAY BE PUT THEREON, or to the springs or to percolating waters or water courses and with the right to construct such chutes, buildings, roads, tram roads, or railways, or other structure that may be necessary and convenient for the mining, manufacturing and preparing the said coal, fire clay, soft clay and all other types of clay, stone, gas, oil and all other minerals for market, and with the further right to dump such waste on the surface as may be necessary and convenient for the mining, stripping, manufacturing and preparing the same without any liability, and with the further right to place upon the surface or remove from the surface any buildings, machinery, pipe lines or other property erected or placed on said land in connection therewith. Also expressly reserving the exclusive right to prospect for oil and gas and exploit the same and sufficient use of the surface and the premises hereinabove described, and the right to lay, maintain and operate pipe lines for gas and oil.

THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

For the purpose of complying with the Act of July 17, 1957, P.L. 984; 52 P.S. Supp. 1551, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the above notice.

CLEVELAND AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 22.00
PAID 8/27/97 KAREN L. STARCK
Date Agent

Entered of Record 8-29 1997, 3:45 PM Karen L. Starck, Recorder

Defendant

2. DB 1557/343 (2.0485 Acre parcel) recorded 9/20/1993

TP#4108/FSW/sf

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:25 PM
BY E. Kelly
PES 16-50
Karen L. Stark, Recorder

9-20-93

VOL 1557 PAGE 243

THIS DEED, made this 16TH day of SEPT., 1993

BETWEEN,

RANDALL L. KRITZER and REBECCA KRITZER, his wife, and TRUDY J. DERR, formerly TRUDY J. KRITZER and ALAN A. DERR, her husband, of Lebanon County, Pennsylvania, (hereinafter called the Grantors)

AND

TRUDY J. DERR, of Lebanon County, Pennsylvania, (hereinafter called the Grantee)

WITNESSETH, That the said Grantors, for and in consideration of the sum of ONE DOLLAR (\$1.00), paid by the said Grantee to the said Grantors, at or before the signing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain and sell, and convey unto the said Grantee and Grantee's heirs, successors and assigns the premises described on Exhibit "A" attached hereto and incorporated herein by reference;

TOGETHER with all buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all of every part and parcel thereof, including any interests specifically set forth in Exhibit "A", if any. And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever both in law and equity, of the Grantors of, in, and to the same.

TO HAVE AND TO HOLD the said premises, and the appurtenances, hereby granted to the Grantee and Grantee's heirs, successors and assigns, to and for the only proper use, benefit and behoof of the said Grantee and Grantee's heirs, successors and assigns forever, under and subject to the conditions set forth on Exhibit "A", if any.

AND the said Grantors, hereby covenant and agree that Grantors will warrant SPECIALLY the property hereby conveyed.

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

Sealed and Delivered
in the presence of:

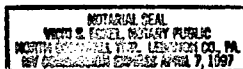
Mary C. Harrett

Mary C. Harrett

Randall L. Kritzer SEAL
Randall L. Kritzer
Rebecca Kritzer SEAL
Rebecca Kritzer
Trudy J. Derr SEAL
Trudy J. Derr
Trudy J. Kritzer SEAL
formerly Trudy J. Kritzer
Alan A. Derr SEAL
Alan A. Derr

STATE OF Pennsylvania :
: SS
COUNTY OF Lebanon :

On this, the 10th day of September, 1993, before me, the undersigned officer, personally appeared Randall L. Kritzer and Rebecca Kritzer, 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.



Vicki S. Eick
Notary Public

STATE OF PENNSYLVANIA :
COUNTY OF LEBANON : SS

On this, the 16th day of September, 1993, before me, the undersigned officer, personally appeared Alan A. Derr and Trudy J. Derr, formerly Trudy J. Kritzer, 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.



Kevin S. Eick
Notary Public

THE ADDRESS OF THE WITHIN-NAMED GRANTEE
IS: 1004 Tulpehocken Road
Richland, PA 17087

[Signature]
On behalf of the Grantee

EXHIBIT A

ALL THAT CERTAIN piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at an iron pin south sixty-two (62) degrees twenty-eight (28) minutes west, two hundred sixty-four (264) feet from the northeast corner of land conveyed to Richard McFaye, and at the west right-of-way line of highway route 970, leading from Woodland to Shawville; thence through lands now or late of Leonard L. Glace and Della B. Glace, his wife, north seventeen (17) degrees forty-six (46) minutes west, four hundred twenty-four and sixty-four hundredths (424.64) feet to an iron pin; thence by same south seventy-five (75) degrees twenty-four (24) minutes west, one hundred eighty-eight (188) feet to an iron pin in the eastern line of land now or late of Shearer Bros.; thence by the eastern line of said Shearer Bros. south fourteen (14) degrees six (6) minutes east, four hundred seventy-three and fifty-two hundredths (473.52) feet to an iron pin at the northwest corner of land conveyed to Richard McFaye; thence by said land north sixty-two (62) degrees twenty-eight (28) minutes east, two hundred twenty-one and twenty-four hundredths (221.24) feet to an iron pin and place of **BEGINNING**. Containing 2.0845 acres as shown on the Plot Plan prepared by Fred H. Shuss, P. E. dated May 21, 1979 attached to the hereinafter recited deed.

BEING THE SAME PREMISES which Leonard L. Glace and Della B. Glace, his wife, by deed dated June 10, 1979 and recorded June 27, 1979 in the Office of the Recorder of Deeds in and for the County of Clearfield, Pennsylvania, in Deed Book Volume 783, Page 135, granted and conveyed unto Randall L. Kritzer and Trudy J. Kritzer, his wife, grantors herein, their heirs and assigns. **AND** thereafter, by decree dated March 15, 1991, the said Randall L. Kritzer and Trudy J. Kritzer were divorced, and Trudy J. Kritzer remarried and is now known as Trudy J. Derr.

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

EXCEPTING AND RESERVING from the above described premises all the coal, fire clay, soft clay and all other types of clay, stone, gas, oil and all other minerals, in, under and upon the above described premises, together with the right of ingress, egress and regress into, for, and of mining, manufacturing and preparing said coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals, for market and with the sole right and privilege to mine and remove the same by any subterranean, quarrying, or deep-mining, strip-mining of the surface, or other process incident to the purpose of mining and removing the same WITHOUT THEREBY INCURRING IN ANY EVENT WHATSOEVER ANY LIABILITY FOR INJURY CAUSED OR DAMAGE DONE TO THE SURFACE OF SAID LAND OR TO THE BUILDINGS WHICH NOW ARE OR HEREAFTER MAY BE PUT THEREON, or to the springs or to percolating waters or water courses and with the right to construct such chutes, buildings, roads, tram roads, or railways, or other structure that may be necessary and convenient for the mining, manufacturing and preparing the said coal, fire clay, soft clay and all other types of clay, stone, gas, oil and all other minerals for market, and with the further right to dump such waste on the surface as may be necessary and convenient for the mining, stripping, manufacturing and preparing the same without any liability, and with the further right to place upon the surface or remove from the surface any buildings, machinery, pipe lines or other property erected or placed on said land in connection therewith. Also expressly reserving the exclusive right to prospect for oil and gas and exploit the same and sufficient use of the surface and the premises hereinabove described, and the right to lay, maintain and operate pipe lines for gas and oil.

THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

For the purpose of complying with the Act of July 17, 1957, P.L. 984; 52 P.S. Supp. 1551, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the above notice.

THIS IS A TRANSFER BETWEEN PARTIES WHO WERE HUSBAND AND WIFE AND IS THEREFORE EXEMPT FROM REALTY TRANSFER TAX.

Entered of Record Sept 20 1993 . 3:25PM Karen L. Starck, Recorder

Defendant

3. DB 783/135 (2.0485 Acre parcel- part of DB697/001 & of DB 506/387) recorded 6/27/1979

This Deed,

VOL 783 PAGE 135

MADE THE 17th day of June in the year
of our Lord one thousand nine hundred seventy-nine (1979)

BETWEEN LEONARD L. GLACE and DELIA B. GLACE, his wife, of Bradford Township,
Clearfield County, Pennsylvania, parties of the first part

and RANDALL L KRITZER and TRUDY J. KRITZER, his wife, as tenants by the entireties,
of P.O. Box 403, Bigler, Pennsylvania, parties of the second part,

Grantees :

WITNESSETH, that in consideration of One thousand five hundred and 00/100
(\$1,500.00) Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees ,

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

BEGINNING at an iron pin South sixty-two (62) degrees twenty-eight (28) minutes West two hundred sixty-four (264) feet from the North-east corner of land conveyed to Richard McFaye, and at the West right-of-way line of highway route 970, leading from Woodland to Shawville; thence through lands of the within Grantor North Seventeen (17) degrees forty-six (46) minutes West four hundred twenty-four and sixty-four hundredths (424.64) feet to an iron pin; thence by same South seventy-five (75) degrees twenty-four (24) minutes West one hundred eighty-eight (188) feet to an iron pin in the Eastern line of land now or formerly of Shearer Bros.; thence by the Eastern line of said Shearer Bros. south fourteen (14) degrees six (6) minutes East four hundred seventy-three and fifty-two hundredths (473.52) feet to an iron pin at the Northwest corner of land conveyed to Richard McFaye; thence by said land North sixty-two (62) degrees twenty-eight (28) minutes East two hundred twenty-one and twenty-four hundredths (221.24) feet to an iron pin and place of beginning. Containing 2.0845 acres as shown on the Plot Plan prepared by Fred H. Shuss, P.E. dated May 21, 1979 attached hereto.

BEING part of the same premises which George A. Glace et. ux. by their deed dated January 21, 1964 and recorded in the Recorder of Deeds Office in and for Clearfield County in Deed Book 506 at page 387, granted and conveyed to Leonard L. Glace and Betty L. Glace. The said Betty L. Glace having since died, title thereto vested absolutely in Leonard L. Glace. The said Leonard L. Glace has since intermarried with Della B. Glace. The above described property is also a part of that premises which Leonard L. Glace et.al. by their deed dated February 24, 1975 and recorded as aforesaid in Deed Book 697 at page 1, granted and conveyed to the within grantors.

EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PREMISES ALL THE COAL, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals, in, under and upon the above described premises, together with the right of ingress, egress and regress into, for, and of mining, manufacturing and preparing said coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals, for market and with the sole right and privilege to mine and remove the same by any subterranean, quarrying, or deep-mining, strip-mining of the surface, or other process incident to the purpose of mining and removing the same WITHOUT THEREBY INCURRING IN ANY EVENT WHATSOEVER ANY LIABILITY FOR INJURY CAUSED OR DAMAGE DONE TO THE SURFACE OF SAID LAND OR TO THE BUILDINGS WHICH NOW ARE OR HEREAFTER MAY BE PUT THEREON, or to the springs or to percolating waters or water courses, and with the right to construct such chutes, buildings, roads, tram roads, or railways, or other structure that may be necessary and convenient for the mining, manufacturing and preparing the said coal, fire clay, soft clay and all other types of clay, stone, gas, oil and all other minerals for market, and with the further right to dump such waste on the surface as may be necessary and convenient for the mining, stripping, manufacturing and preparing the same without any liability, and with the further right to place upon the surface or remove from the surface any buildings, machinery, pipe lines or other property erected or placed on said land in connection therewith. Also expressly reserving the exclusive right to prospect for oil and gas and exploit the same and sufficient use of the surface and the premises hereinabove described, and the right to lay, maintain and operate pipe lines for gas and oil.

THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

For the purpose of complying with the Act of July 17, 1957, P.L. 984; 52 P.S. Supp. 1551, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the above notice.

662 0

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

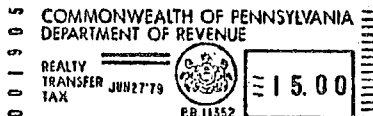
Witness:

.....

.....

This day of

AND the said grantor ~~s~~ hereby covenant and agree that they
will warrant GENERALLY the property hereby conveyed.



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

Signed, Sealed and Delivered
in the Presence of

Leonard L. Glace
Leonard L. Glace
Della B. Glace
Della B. Glace

CLEARFIELD AREA SCHOOL DISTRICT

1 % REALTY TRANSFER TAX

AMOUNT \$ 15.00

PAID 6-27-79 Cecil A. Burns
Date Agent

CLEARFIELD AREA SCHOOL DISTRICT

1 % REALTY TRANSFER TAX

AMOUNT \$ _____

PAID _____
Date Agent

State of PENNSYLVANIA

County of CLEARFIELD

On this, the 14th

day of June, 1979, before me,

the undersigned officer, personally appeared LEONARD L. GLACE and DELIA B. GLACE

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the
within instrument, and acknowledged that they have executed the same for the purposes therein
contained.

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

CLEARFIELD CO. SS
ENTRUSTED OF RECORD

Time 3:45 PM
By Michael Ryager
Fees 15.00
Cecil A. Burns, Recorder

Bonnie Frailey
BONNIE FRAILEY, Notary Public
Clearfield, Clearfield Co., Pa.
My Commission Expires Sept. 24, 1980
Title of Officer

State of _____ } ss.
County of _____
On this, the _____ day of _____, 19____, before me,
the undersigned officer, personally appeared _____

known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the
within instrument, and acknowledged that he _____ executed the same for the purposes therein
contained.

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



Title of Officer.

I do hereby certify that the precise residence and complete post office address
of the within named grantees is P.O. Box 403, Bigler, Pennsylvania 16825

6/27 1979

Michael H. Hays

Attorney for Grantees

State Tax 15.00
Cepchick Tax 15.00

DEED

LEONARD L. GLACE and
DELLA B. GLACE

AND

RANDALL L. KRITZER and
TRUDY J. KRITZER

WARRANTY

Entered of Record June 27 1979 3:24 PM Cecil Burns, Recorder

COMMONWEALTH OF PENNSYLVANIA

County of _____ } ss.

RECORDED on this _____ day of _____

A. D. 19____, in the Recorder's office of the said County, in Deed Book

Vol. _____, Page _____

Given under my hand and the seal of the said office, the date above written.

_____, Recorder.

Defendant

4. DB 697/001 (1.256 Acre parcel, Tax Map #106-M6-5) recorded 3/06/1975

Rec. 3/6/75

PA. WARRANTY DEED - 11.

This Deed

PHILIP LAW BLANKS
SOLD BY
THE PENNSYLVANIA CO.
WILLIAMSBURG, PA. 17001
ALL RIGHTS RESERVED

BOOK 697-PAGE 001

Made the Twenty-fourth day of February
Nineteen hundred and seventy-five (1975)

Between LEONARD L. GLACE and DELLA GLACE, his wife, WILLARD MALVERN GLACE, whose correct name is WILLARD MELVIN GLACE and DOROTHY GLACE, his wife, all of the Township of Bradford, County of Clearfield and State of Pennsylvania, and JOAN RUTH GROVES and ROBERT GROVES, her husband, of the City of Tiffin and State of Ohio, devisees under the will of George A. Glace, late of the Township of Bradford, County of Clearfield and State of Pennsylvania, hereinafter called the grantors, parties of the first part,

A
N
D

LEONARD L. GLACE and DELLA B. GLACE, husband and wife, tenants by the entireties, of the Township of Bradford, County of Clearfield and State of Pennsylvania, hereinafter called the grantees, parties of the second part,

Witnesseth, That in consideration of Thirty-two hundred dollars (\$3,200.00), payable sixteen hundred (\$1600.00) Dollars to Willard Melvin Glace, and sixteen hundred (\$1,600.00) Dollars to Joan Ruth Groves

in hand paid, the receipt whereof is hereby acknowledged, the said grantor ~~do~~ hereby grant and convey to the said grantees, and to the survivor of them, his or her heirs and assigns,

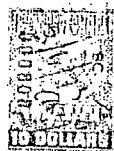
All that certain tract or parcel of land situate in the Township of Bradford, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at the northeastern corner of land conveyed to Richard McFaye, and being in the west right-of-way line of Highway Route No. 970, leading from Woodland to Shawville; thence by said Highway right-of-way line north fifteen (15) degrees fifteen (15) minutes west one hundred twenty-six and six-tenths (126.6) feet to a point; thence still by said right-of-way line north eighteen (18) degrees thirty (30) minutes west seventy-five and four-tenths (75.4) feet to the southeast corner of land of Leonard L. Glace and Betty L. Glace, the grantees herein; thence along the southern line of land of said grantees in a westerly direction four hundred thirty-five (435) feet, more or less, to a point in the eastern line of land of Leroy Thompson, et al. (formerly Shearer Bros); thence by the eastern line of land of said Leroy Thompson et al. south fifteen (15) degrees fifty-three (53) minutes east three hundred thirty-two (332) feet to the northwest corner of land of Richard McFaye; thence by said land of McFaye north sixty (60) degrees forty-one (41) minutes east four hundred eighty-five and twenty-four one-hundredths (485.24) feet to highway Route No. 970 and the place of beginning

BEING the residue of the premises which Glenn C. Shearer and Minerva Shearer, his wife, and Herman B. Shearer and Dorothy D. Shearer, his wife, granted and conveyed to George A. Glace and Kathryn A. Glace, husband and wife, tenants by the entireties, by deed dated November 19, 1960, Deed Book No. 486, page 399. The said Kathryn A. Glace having died on February 29, 1964, the entire title vested by survivorship in George A. Glace, who died testate on the 25th day of July, 1966, and by his will dated October 29, 1964, probated since his death and remaining

BOOK 697, PAGE 002

of record at Clearfield in Will Book No. 11, page 391, devised the same to his three children, Leonard L. Glace, Willard Malvern Glace, whose correct name is Willard Melvin Glace and Joan Groves.



And the said grantors, do hereby ~~convey~~ specially the property hereby conveyed,

In Witness Whereof, said grantors have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

Clarence R. Kramer
Clarence R. Kramer

Gladys M. Smith

Leonard L. Glace L.S.
Leonard L. Glace

Della Glace L.S.
Della Glace

Willard Malvern Glace
Willard Malvern Glace, whose correct name is: Willard Melvin Glace

Willard Melvin Glace
Dorothy Glace

Joan Ruth Groves
Joan Ruth Groves

Robert Groves L.S.
Robert Groves

Commonwealth of Pennsylvania

County of CLEARFIELD

On this, the 6th day of March 1975 before me Kathleen M. Conklin, Notary,

the undersigned officer, personally appeared Leonard L. Glace and Della Glace, his wife and Willard Malvern Glace, whose correct name is Willard Melvin Glace, and (Dorothy Glace) and (Joan Ruth Groves) and (Robert Groves) the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

MY COMMISSION EXPIRES
July 22, 1978

Kathleen M. Conklin
KATHLEEN M. CONKLIN, Notary Public
Clearfield, Clearfield Co. Pa.
My Commission Expires July 22, 1978

I hereby Certify, that the precise address of the grantees herein is
#2 Clearfield 16831
R. D. Woodland, Pennsylvania 16801.

CLEARFIELD AREA SCHOOL DISTRICT

1% REALTY TRANSFER TAX

AMOUNT \$ 32.00

PAID 36.75 Clearfield
Date Agent

Clarence R. Kramer

Defendant

5. DB 506/387 (4 Acres m/l) recorded 2/11/1964

Gift Deed

Made the 21st day of January
Nineteen hundred and sixty four (1964)

Between George A. Glace and Kathryn A. Glace, husband and wife,
parents of the first-named grantee, of the Township of Bradford, County
of Clearfield and State of Pennsylvania, hereinafter called the
grantors, parties of the first part,

A

N

D

Leonard L. Glace and Betty L. Glace, husband and wife, tenants by the
entireties, of the Township of Bradford, County of Clearfield and
State of Pennsylvania, the first-named grantee being the son of the
grantors, hereinafter called the grantees, parties of the second part.

Witnesseth, That in consideration of five hundred (\$500.00)

Dollar

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees and to the survivor of them, his or her heirs
and assigns.

All that certain tract or parcel of land situate in the Township of
Bradford, County of Clearfield and State of Pennsylvania, bounded and
described as follows:

BEGINNING at an iron pin which is situate in the western
line of a twenty foot roadway, now or formerly used for timbering and
mining purposes at a point north fifteen (15) degrees fifty three (53)
minutes west five hundred thirty two (532) feet from the northern
line of Township Road No. T-617; thence by the western line of said
twenty foot roadway north fifteen (15) degrees fifty three (53)
minutes west sixty and eight tenths (60.8) feet to a stake; thence
still by the western line of said twenty foot roadway north seventeen
(17) degrees forty five (45) minutes west three hundred one and one
tenth (301.1) feet to an iron pin; thence still by the western line of
said twenty foot roadway north fifteen (15) degrees thirty six (36)
minutes west thirty eight and one tenth (38.1) feet to an iron pin;
making the entire distance along the western line of said timbering and
mining road four hundred (400) feet; thence crossing said twenty foot
roadway and proceeding under the power line of Pennsylvania Electric
Company in an easterly direction four hundred (400) feet to the western
line of State Highway Route No. 970 leading from Woodland to Shawville;
thence by said Route No. 970 in part south twenty eight (28) degrees
twenty five (25) minutes east and in part south twenty three (23)
degrees forty five (45) minutes east and partly south eighteen (18)
degrees thirty (30) minutes east for an aggregate total of four hundred
twenty one (421) feet to a point which is situate northwesterly four
hundred three (403) feet from the northern line of Township Road No.
T-617; thence by a line leading in a westerly direction from the western
line of State Highway Route No. 970 to the northern line of land of
George A. Glace and Kathryn A. Glace, the grantors (proceeding under the
power line of Pennsylvania Electric Company and crossing the twenty
foot roadway above mentioned) to an iron pin and the place of beginning.
Containing four (4) acres, more or less.

BEING a part of that parcel of land which Glenn C. Shearer and Minerva Shearer, his wife, and Herman B. Shearer and Dorothy D. Shearer, his wife, granted and conveyed to George A. Glace and Kathryn A. Glace, husband and wife, by deed dated the 19th day of November, 1960, recorded at Clearfield in Deed Book No. 486, page 399-

TOGETHER with the right to the grantees, their heirs and assigns, in common with the grantors, their heirs and assigns, to use water for domestic purposes from a spring situate near the center of the land of George A. Glace and Kathryn A. Glace, lying south of the parcel conveyed, together with the right to maintain, use, replace, repair and remove a pipe line leading therefrom to the dwelling house of the grantees, any entry upon the premises for the purposes of maintaining such pipe line to do as little damage to the land of grantors as reasonably practicable and any excavating made to be promptly restored to its approximate contour.

EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PREMISES, ALL THE COAL, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals, in, under and upon the above described premises, together with the right of ingress, egress and regress into, upon and from the said land for the purpose of examining and searching for, and of mining, manufacturing and preparing said coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals, for market and with the sole right and privilege to mine and remove the same by any subterranean, quarrying, or deep-mining, strip-mining of the surface, or other process incident to the purpose of mining and removing the same WITHOUT THEREBY INCURRING IN ANY EVENT WHATSOEVER ANY LIABILITY FOR INJURY CAUSED OR DAMAGE DONE TO THE SURFACE OF SAID LAND OR TO THE BUILDINGS WHICH NOW ARE OR HEREAFTER MAY BE PUT THEREON, or to the springs or to percolating waters or water courses, and with the right to construct such chutes, buildings, roads, tram roads, or railways, or other structures that may be necessary and convenient for the mining, manufacturing and preparing the said coal, fire clay, soft clay and all other types of clay, stone, gas, oil and all other minerals for market, and with the further right to dump such waste on the surface as may be necessary and convenient for the mining, stripping, manufacturing and preparing the same without any liability, and with the further right to place upon the surface or remove from the surface any buildings, machinery, pipe lines or other property erected or placed on said land in connection therewith. Also expressly reserving the exclusive right to prospect for oil and gas and exploit the same and sufficient use of the surface and the premises hereinabove described, and the right to lay, maintain and operate pipe lines for gas and oil.



And the said grantors, do hereby warrant specially the property hereby conveyed,

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

Signed, Sealed and Delivered
In the Presence of

Clarence P. Thamer

George A. Glace

Kathryn A. Glace

Commonwealth of Pennsylvania } ss.
County of Clearfield

On this, the 27 day of January 19 64, before me, Harry G. Gance, Justice of the Peace,

the undersigned officer, personally appeared George A. Glace and Kathryn A. Glace, husband and wife,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

MY COMMISSION EXPIRES

Harry G. Gance

JUSTICE OF THE PEACE
MY COMMISSION EXPIRES JAN. 3, 1966

I Hereby Certify, that the precise address of the grantee therein is

R.D. 2, Clearfield, Pennsylvania.

Leonard B. Glace

FILED OF RECORD Feb. 11, 1964, 11:11 A.M. DICK REED, REC'D

Defendant

6. DB 486/399 (12.60 Acre parcel) recorded 11/22/1960

This Deed,

Made the 19th day of November in the year Nineteen
Hundred and Sixty

Between GLENN C. SHEARER and MINERVA SHEARER, his wife, and HERMAN B.
SHEARER and DOROTHY D. SHEARER, his wife, all of East Waterford,
Juniata County, Pennsylvania, Grantors; and

GEORGE A. GLACE and KATHRYN A. GLACE, husband and wife, as tenants by
the entireties, of Goshen Township, Clearfield County, Pennsylvania,
Grantees

Witnesseth, that in consideration of the sum of Two Thousand Five Hundred
(\$2,500.00) Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do

hereby grant and convey to the said grantees their heirs and assigns,

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

BEGINNING at a stake corner on the Northern right-of-way
line of Township Road T617 and said stake corner being
North seventy seven degrees forty-four minutes East
(N 77° 44' E) a distance of two hundred eighty-five and
eighty-five hundredths (285.85') feet from the corner of
Darrel Daisher; thence along other lands of Grantors, of
which this is a part, North fifteen degrees fifty-three
minutes West (N 15° 53' W) a distance of five hundred
ninety-two and eighty hundredths (592.80') feet to a
stake corner; thence still by same North seventeen
degrees forty-five minutes West (N 17° 45' W) a distance
of three hundred one and ten hundredths (301.10') feet
to a stake corner; thence still by same North fifteen
degrees thirty-six minutes West (N 15° 36' W) a distance
of three hundred and sixty hundredths (300.60') feet to
a stake corner; thence still by same North seventeen
degrees four minutes West (N 17° 04' W) a distance of
three hundred forty-two and seventy hundredths (342.70')
feet to a stake corner; thence still by same North
seventy-four degrees thirty eight minutes East
(N 74° 38' E) a distance of one hundred sixty-six and
eighty-one hundredths (166.81') feet to a point on the
Western right-of-way line of State Highway Route No. 970

leading from Woodland to Shawville; thence along the Western right-of-way line of said highway these following courses and distances: South thirty-eight degrees thirty minutes East (S 38° 30' E) a distance of three hundred forty (340.00') feet; thence South thirty-six degrees fifty-seven minutes East (S 36° 57' E) a distance of one hundred sixty (160.00') feet; thence South thirty-two degrees thirty minutes East (S 32° 30' E) a distance of one hundred thirty-eight and fifty hundredths (138.50') feet; thence South twenty-eight degrees twenty-five minutes East (S 28° 25' E) a distance of one hundred forty-five (145.00') feet; thence South twenty-three degrees forty-five minutes East (S 23° 45' E) a distance of one hundred fifty (150.00') feet; thence South eighteen degrees thirty minutes East (S 18° 30' E) a distance of two hundred fifteen (215.00') feet; thence South fifteen degrees fifty-three minutes East (S 15° 53' E) a distance of three hundred twenty-six and sixty hundredths (326.60') feet to a point on the aforementioned Northern right-of-way line of Township Road T617; thence along the Northern right-of-way line of said Township Road South sixty degrees forty-one minutes West (S 60° 41' W) a distance of four hundred eighty-five and twenty-four hundredths (485.24') feet to a stake corner, the place of beginning. Containing 12.60 Acres.

EXCEPTING and RESERVING to the Grantors herein, their heirs and assigns, a twenty (20) foot right-of-way on the most western part of the above described tract. Said right-of-way being parallel with the property line of the above described tract.

ALSO EXCEPTING and RESERVING from the above described premises all the coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals, in, under and upon the above described premises, together with the right of ingress, egress and regress into, upon and from the said land for the purpose of examining and searching for, and of mining, manufacturing and preparing said coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals for market and with the sole right and privilege to mine and remove the same by any subterranean quarrying, deep mining, stripping of the surface, or other process incident to the purpose of mining and removing the same without thereby incurring in any event whatsoever any liability for injury caused or damage done to the surface of the said land or to the buildings or improvements which now are or hereafter may be put thereon, or to the springs or to percolating waters or water courses, and with the right to construct such chutes, buildings, roads, tram roads or railways, or other structures that may be necessary and convenient for the mining, manufacturing and preparing the said coal, fire clay, soft clay, and all other types of clay, stone, gas, oil and all other minerals for market, and with the further right to dump such waste on the surface as may be necessary and convenient for the mining, stripping, manufacturing and preparing the same without any liability, and with the further right to place upon the surface or remove from the surface any buildings, machinery, pipe lines or other property erected or placed on said land in connection therewith. Also expressly reserving the exclusive right to prospect for oil and gas and to exploit the same and sufficient use of the surface and the premises hereinabove described, and the right to lay, maintain and operate pipe lines for gas and oil.

Attached hereto is a blueprint outlining in yellow the premises hereinabove described.

AND BEING a part of the third tract described in the deed from E. Earl Shirey and Ellen R. Shirey, his wife, to Glenn C. Shearer and Herman B. Shearer, dated the 31st day of January, 1952, and recorded in Clearfield County in Deed Book 418, at page 587.

SHEARER BROS.

LEROY & DOLORES
MCCRACKEN

565-4514 300.00
LERDY & DOLORES
MECRACKEN
102 ACRES

SUSQUEHANNA RIVER

SHEARER BROS

SHEARER

BR05

5 HEARE

BR 03

REDUCED SCALE
1 inch

MAP SHOWING PROPERTY OF SHAREER BRAS

CLEARFIELD CO PA SCALE 1:100 JUNE 16 1960

And the said grantors, do hereby covenant and agree to and with the said grantees that they, the grantors, their heirs, executors and administrators,

Shall and will SPECIALLY Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantees their heirs and assigns against the said grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

For the purpose of complying with the Act of July 17, 1957, No. 431, and for no other purpose, the following paragraph is included:

"THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND."

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

Sealed and delivered in the presence of

Harold T. Bender
Esther Hoover

Glenn C. Shearer L.S.
Glenn C. Shearer
Minerva Shearer L.S.
Minerva Shearer
Herman B. Shearer L.S.
Herman B. Shearer
Dorothy D. Shearer L.S.
Dorothy D. Shearer



State of Pennsylvania

County of Juniata

On this, the 19th day of November, 1960, before me

the undersigned officer, personally appeared GLENN C. SHEARER and MINERVA SHEARER, his wife, and HERMAN B. SHEARER and DOROTHY D. SHEARER, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they

have executed the same for the purposes therein contained.

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

Esther Hoover
Recorder of Deeds

Title of Office

My comm. expires 1st Mon. in Jan. 1963

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

Shawville, Pennsylvania

John R. Hoover

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

DAPHNE HUNT,	*	
Plaintiff	*	No. 2006- 684 -CD
v.	*	
	*	EJECTMENT ACTION
GREGORY S. GLACE,	*	
Defendant	*	
	*	

AFFIDAVIT OF SERVICE

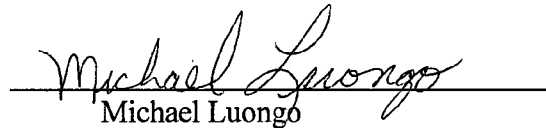
I, Michael Luongo, hereby verify that I have this day, served by personal service, a copy of the **DEFENDANT'S BRIEF IN SUPPORT OF HIS MOTION FOR SUMMARY JUDGMENT** filed in this matter on behalf of Defendant, Gregory S. Glace. Said brief was served upon:

Chris A. Pentz, Esquire
207 East Market Street
PO Box 552
Clearfield, PA 16830

and the office of:

The Clearfield County Court Administrator
at 230 East Market St.
Clearfield, PA 16830

Dated: January 16, 2008


Michael Luongo

FILED ^{NO CC}
01/31/2008
JAN 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

DAPHNE HUNT,
Plaintiff

vs.

GREGORY S. GLACE,
Defendant

NO. 06-684-CD

FILED
013:50
FEB 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

OPINION and ORDER

Daphne Hunt (Hunt) filed an Ejectment Action against Gregory S. Glace (Glace) on May 2, 2006. The lawsuit concerns property in Bradford Township belonging to Hunt on which there is a spring which provides water for the Plaintiff's residence. Glace also owns property in Bradford Township, which property uses water from a water line Glace installed in 1997 to the spring located on Hunt's property. Hunt's lawsuit seeks to block Glace from using the water from the spring on her property. Hunt filed a First Amended Complaint on May 26, 2006 and following the completion of the pleadings the parties filed a Stipulation listing the chain of title which is applicable to both properties. On November 9, 2007 Glace filed a Motion for Summary Judgment and the parties, pursuant to the same, filed on December 27, 2007 a Joint Exhibit for Admission into Record. This document contains correct copies of the parties' deeds which were also described in the previously filed Stipulation. The Motion for Summary Judgment has been argued before the Court, briefs have been received and the matter is now set for decision.

The litigants have no dispute as to the chain of title for both properties and agree that the common and originating deed for both parties is dated November 19, 1960 from Glenn C. Shearer, et al to George A. Glace and Kathryn A. Glace and recorded in Clearfield County Deed Book Vol. 486 at page 399. This was described as a 12.60 acre parcel.

There is a deed to Glace's predecessor in title dated January 21, 1964 and recorded in Deed Book 560 at page 387 which severed 4 acres out of the original 12.60 acre parcel. This deed grants an easement appurtenant which authorizes the use of the spring for domestic purposes by virtue of the following grant contained within the deed:

Together with the right to the Grantees, their heirs and assigns, in common with the Grantors, their heirs and assigns, to use water for domestic purposes from a spring situate near the center of the land of George A. Glace and Kathryn A. Glace, lying south of the parcel conveyed, together with the right to maintain, use, replace, repair and remove a pipeline leading there from the dwelling house of the Grantee, any entry upon the premises for the purposes of maintaining such pipeline to do as little damage to the land of the Grantors as reasonably practicable and any excavating made to be promptly restored to its approximate contour.

A review of the record shows that Glace purchased the property by deed dated June 16, 1997, recorded August 29, 1997 in Deed Book 1858, page 401. In 1997 Glace installed a waterline from his property across the property now owned by Hunt to the spring in question. Glace has utilized water from the spring for his property since that time. Hunt obtained ownership of the property on which the spring is located by deed dated October 18, 2000, recorded as Instrument No. 200015657. As established through admissions in the pleadings,¹ Hunt was aware of the existence of the spring and Glace's placement of the waterline across the property and use of the water prior to her purchase of the property. After purchasing the property Hunt was aware that Glace and his relatives had cleaned the spring to facilitate Glace's water use. The dispute started in the summer of 2005 when Hunt's father removed Glace's waterline from the spring.

¹ See paragraphs 20 through 23 of Glace's New Matter filed June 21, 2006 and the admissions of the same set forth in Hunt's Reply to New Matter filed August 2, 2006.

It is well-established in the law that an easement is right of use over the property of another. The easement in this case is referred to as an easement appurtenant as it is one intended to be for the benefit of adjoining lands as opposed to an easement which is intended for the benefit of only a specific individual. An easement appurtenant can be conveyed from one individual to another by will, deed or contract. An easement appurtenant attaches to the land permanently and benefits its owner. In order for the easement to continue to exist, there must be two pieces of land owned by different individuals. One piece, the dominant estate or tenement, is the land that is benefited by the easement. The other piece, known as the servient estate or tenement, is the land that has the burden of the easement. An easement appurtenant is a covenant running with the land since it is incapable of a separate and independent existence from the land to which it is annexed. Kloock v. Rusnack, 63 A.2d 377 (Pa.Super. 1949). See also Ozehoski v. Scranton Spring Brook Water Service Co., 43 A.2d 601 (Pa.Super. 1945) In this case, Glace as the buyer of the dominant tenement obtains the benefit of the dominant estate, and is entitled to the benefit of the use of the water from the spring.

This Court notes that the appurtenant easement need not be referred to in the deed or instrument conveying the dominant tenement. Notwithstanding lack of reference the buyer will obtain all rights and benefits of such tenement. In Pennsylvania, upon transfer of real estate by deed, unless excepted or reserved therein, all of the Grantor's right, title and interest passes to the Grantee whether or not expressly stated to have so passed. 21 P.S. § 3. See also Brady v. Yodanza, 425 A.2d 726 (Pa. 1981). Notwithstanding the fact that Hunt had actual notice of Glace's use of the spring and the existence of the pipeline, no actual notice of the existence of the appurtenant easement is required for Hunt's property to be bound by the easement.

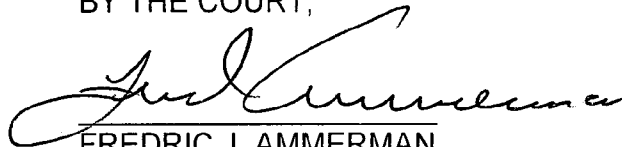
Hunt had constructive notice of the existence of the easement as in Pennsylvania any Grantee of a deed has a duty to search the chain of title as the Grantee takes title of property subject to any restriction or servitude which appears in the chain. Southall v. Humbert, 685 A.2d 574 (Pa.Super. 1996).

In conclusion, it is clear that under Pennsylvania law Hunt is bound by the easement appurtenant relative the spring and maintenance of the spring and pipe as set forth in the deed recorded in Deed Book 506 at page 387. Glace, as the owner of the dominant tenement, enjoys for his property use of the water from the spring. Glace may maintain the spring and pipeline as permitted by the specific grant of the easement in his predecessor's deed.

ORDER

NOW, this 26th day of February, 2008 consistent with the foregoing Opinion it is the ORDER of this Court that the Defendant's Motion for Summary Judgment be GRANTED, and the Plaintiff's First Amended Complaint filed May 26, 2006 is hereby DISMISSED, with prejudice. This Court finds that the Defendant, Gregory S. Glace, has the right to use water from the spring on the Plaintiff's property and to maintain the spring and pipe leading thereto in a manner consistent with the grant set forth in the deed recorded February 11, 1964 in Clearfield County Deed Book 506, page 387.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

FEB 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/26/08

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions: