

06-1912-CD
Ardent Resources vs Bill Ricketts et al

Ardent Resources vs Bill Ricketts et al
2006-1912-CD

Date: 1/21/2010

Clearfield County Court of Common Pleas

User: LMILLER

Time: 11:43 AM

ROA Report

Page 1 of 2

Case: 2006-01912-CD

Current Judge: Fredric Joseph Ammerman

Ardent Resources, Inc. vs. Bill A. Ricketts, et al

Civil Other-COUNT

Date		Judge
11/16/2006	New Case Filed.	No Judge
	X Filing: Civil Complaint-Action for Declaratory Judgment Paid by: Naddeo, James A. (attorney for Ardent Resources, Inc.) Receipt number: 1916486 Dated: 11/16/2006 Amount: \$85.00 (Check) 7 Cert. to Atty.	No Judge
12/4/2006	X Answer by Defendants Bill A. Ricketts and Luanne H. Ricketts to Complaint for Declaratory Judgment, filed by s/ Kim C. Kesner Esq. 4CC Kesner.	No Judge
12/7/2006	X Praecipe, filed. Please enter my appearance on behalf of Defendants, Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty and Sarah V. Uselton, in the aforementioned action, filed by s/ Laurance B. Seaman Esq. No CC.	No Judge
	X Affidavit of Service filed. That a certified copy of the Complaint-Action for Declaratory Judgment filed in the above-captioned action was served upon the following defendants, on the the following dates and at the following addresses, in accordance with Pa.R.C.P. 403 & 404 by first class mail, restricted delivery, return receipt requested, filed by s/James A. Naddeo Esq. 2CC Atty Naddeo.	No Judge
1/19/2007	X Acceptance of Service, filed. I hereby accept service of the Complaint-Action for Declaratory Judgment filed in this matter on behalf of Florence H. Dougherty and certify that I am authorized to do so on behalf of Defendant, Florence H. Dougherty, signed by s/ Laurence B. Seaman Esq., filed by s/ James A. Naddeo Esq. No CC.	No Judge
2/14/2007	X Sheriff Return, November 20, 2006 at 10:44 am Served the within Complaint Action for Declaratory Judgment on Bill A. Ricketts. November 20, 2006 at 10:44 Served the within Complaint Action for Declaratory Judgment on Luane H. Ricketts. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Naddeo \$68.42	No Judge
2/20/2007	X Answer to Complaint in Declaratory Judgment, filed by s/ Laurance B. Seaman, Esquire. No CC	No Judge
6/26/2007	X Certificate of Service, filed. That on the 22nd day of June 2007, served Defendant, Luanne H. Rickett's Interrogatories to Defendant(s), McAllister Heirs on Laurance B. Seaman Esq., filed by s/ Kim C. Kesner Esq. 1CC Atty Naddeo.	No Judge
11/19/2008	X Certificate of Service, filed. That on the 11 day of November 2008, served a true and correct copy of the within Second Set of Interrogatories by first class mail to Laurance B. Seaman Esq., filed by s/ Kim C. Kesner Esq. 1CC Atty Kesner.	No Judge
	X Certificate of Service, filed. That on the 11 day of November 2008 served a true and correct copy of the within First Set of Interrogatories by first class mail to James A. Naddeo Esq., filed by s/ Kim C. Kesner Esq. 1CC Atty Kesner.	No Judge
12/9/2008	X Certificate of Service, filed. That a true and correct copy of Answers to First Set of Interrogatories from defendant, Luanne H. Ricketts was served on the 8th day of December 2006 to Laurance B. Seaman Esq. and Kim C. Kesner Esq., filed by s/ James A. Naddeo Esq. No CC.	No Judge
1/6/2009	X Answers To Defendant Luanne H. Ricketts' Interrogatories Directed to Defendants, Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty and Sara V. Uselton, filed by s/ Laurance B. Seaman, Esquire. no CC	No Judge

[illegible]

Date: 1/21/2010

Clearfield County Court of Common Pleas

User: LMILLER

Time: 11:43 AM

ROA Report

Page 2 of 2

Case: 2006-01912-CD

Current Judge: Fredric Joseph Ammerman

Ardent Resources, Inc. vs. Bill A. Ricketts, et al

Civil Other-COUNT

Date		Judge
1/8/2009	X Praecipe to List for Trial, filed by s/ James A. Naddeo Esq. 2CC Atty Naddeo JURY TRIAL	No Judge
1/12/2009	X Order, this 12th day of Jan., 2009, pre-trial conference is scheduled for March 12, 2009 at 9:30 a.m. in Judges Chambers. Jury Selection is scheduled for April 2, 2009 at 9:00 a.m. in Courtroom 1. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Naddeo, Kesner, Seaman	Fredric Joseph Ammerman
3/13/2009	X Order, this 12th day of March, 2009, following Pre-Trial Conference, it is Ordered: The case is removed from the previously scheduled jury selection date of April 2, 2009; Counsel for the Defs. will file any stipulations of fact no later than June 1, 2009. If the parties then agree that the legal issues relative to the gas rights can be decided based upon the stipulations and documents to be presented to the Court, they will then request a date for submission of briefs and oral argumentst; If ultimately the parties do not agree on submitting the issues to the Court by stipulation, then counsel shall request that a date for non-jury trial be set. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Naddeo, Kesner, Seaman	Fredric Joseph Ammerman
3/18/2009	X Supplemental Answers to Interrogatories Directed to Defendants Herdina Pearce, Stringfellow, Dougherty Uselton, filed by s/ Laurance B. Seaman, Esquire. No CC	Fredric Joseph Ammerman
6/1/2009	X Stipulations, signed by Kim C. Kesner, Esquire, and Laurance B. Seaman, Esquire. 1CC Atty. Seaman	Fredric Joseph Ammerman
11/20/2009	X Praecipe For Status Conference, filed by s/ James A. Naddeo, Esquire. 2CC Atty. Naddeo	Fredric Joseph Ammerman
11/24/2009	X Order, this 24th day of Nov., 2009, it is Ordered that a hearing is scheduled upon Plaintiff's Praecipe for Status Conference for the 28th day of Jan., 2010, at 9:30 a.m. in Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Naddeo	Fredric Joseph Ammerman
11/25/2009	X Certificate of Service, a certified copy of the Praecipe for Status Conference was served on Laurance B. Seaman, esquire, and Kim C. Kesner, esquire, on the 25th of Nov., 2009 by First-Class Mail. filed by s/ James A. Naddeo, Esquire. No CC	Fredric Joseph Ammerman

1-29-10 + order, dated 1-28-2010

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

ARDENT RESOURCES, INC.
a corporation,
Plaintiff

vs.

Bill A, Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

No. 2006 - 1912 - CD

Type of Pleading:

**COMPLAINT - ACTION FOR
DECLARATORY JUDGMENT**

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: November 16, 2006

FILED

NOV 16 2006

013:47/1
William A. Shaw
Prothonotary/Clerk of Courts

2 cert to App

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

ARDENT RESOURCES, INC.
a corporation,
Plaintiff

vs.

No. 2006 - - CD

Bill A, Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

NOTICE

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

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

Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

ARDENT RESOURCES, INC. *
a corporation, *

Plaintiff *

vs. *

No. 2006 - - CD

Bill A, Ricketts and Luane *

H. Ricketts, husband and *

wife; and Eileen C. Herdina, *

Bernadine Pearce, Marilyn T. *

Stringfellow, Florence H. *

Dougherty and Sarah V. *

Usselton, individuals, *

Defendants. *

COMPLAINT - ACTION FOR DECLARATORY JUDGMENT

1. That the plaintiff is Ardent Resources, Inc., a New York corporation, having its principal place of business at 61 McMurray Road, Suite 204, Pittsburgh, Pennsylvania 15241.

2. That defendants Bill A. Ricketts and Luane H. Ricketts (hereinafter "Ricketts") are husband and wife and reside at 937 Frailey Road, Irvona, Pennsylvania.

3. That defendant Eileen C. Herdina is an individual residing at 205 W. Jones Street, Savannah, Georgia.

4. That defendant Bernadine Pearce is an individual residing at 15038 Rattle Creek Road, Abingdon, VA.

5. That defendant Marilyn T. Stringfellow is an individual residing at 13430 Judy Avenue N.W., Uniontown, Ohio.

6. That defendant Florence H. Dougherty is an individual residing at 4000 Masillon Road, Uniontown, Ohio.

7. That defendant Sarah V. Uselton is an individual residing at 2400 Alpine Boulevard, No. 7, Alpine, California.

8. That the Ricketts are current owners of a parcel of property consisting of 100 acres of land situated in Jordan Township, Clearfield County by deed dated January 15, 1973 being recorded in Clearfield County Deeds and Records Book to Volume 616, Page 220.

9. That there is a dispute regarding whether the gas and oil was severed from the surface estate prior to January 15, 1973.

10. That if the gas and oil estate was severed from the surface estate prior to January 15, 1973 said title would remain vested in the heirs of John A. McAllister.

11. That John A. McAllister had acquired title to the 100 acres of land as described in paragraph eight above by deed dated September 1, 1882 recorded in Clearfield County Deeds and Records Book to Volume 38, Page 399.

12. That defendants Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty and Sarah V. Uselton are the remaining heirs to John A. McAllister.

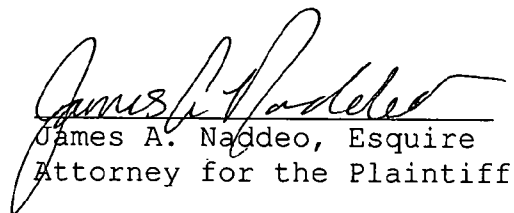
13. That the plaintiff has entered into oil and gas leases with all of the named defendants, although only one group of individuals, either the Ricketts or the McAllister heirs,

will actually be due payment as the owners of the oil and gas estate.

14. That plaintiff will place amounts due to the owners of the oil and gas estate in escrow until this Court determines who is the rightful owner of the oil and gas estate.

WHEREFORE, Plaintiff, Ardent Resources, Inc., prays for a judgment declaring the rightful owner of the oil and gas estate of the property more particularly described herein.

Respectfully submitted by,

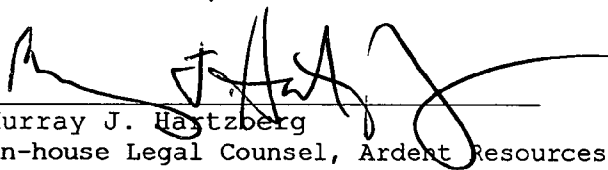

James A. Naddeo, Esquire
Attorney for the Plaintiff

VERIFICATION

I, Murray J. Hartzberg, In-house Legal Counsel of Ardent Resources, Inc. verify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

ARDENT RESOURCES, INC.

By:


Murray J. Hartzberg
In-house Legal Counsel, Ardent Resources

Dated:

11-14-06

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

ARDENT RESOURCES, INC.
a corporation,
Plaintiff

vs.

BILL A. RICKETTS and LUANNE H.
RICKETTS, husband and wife; and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW
FLORENCE H. DOUGHERTY and
SARAH V. USELTON, individuals,
Defendants

No. 06-1912-CD

Type of Pleading: Answer by Defendants
Bill A. Ricketts and Luanne H. Ricketts to
Complaint for Declaratory Judgment

Filed on Behalf of: Defendants, Bill A.
Ricketts and Luanne H. Ricketts

Counsel of Record for this party:

Kim C. Kesner, Esquire
Supreme Ct. I.D. #28307
23 North Second Street
Clearfield, PA 16830
(814) 765-1706

Other Counsel of Record:

James A. Naddeo, Esquire
207 East Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Laurance B. Seaman, Esquire
Gates & Seaman
2 North Front Street
P.O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED 4cc
DEC 04 2006
William A. Shaw
Prothonotary/Clerk of Courts
Atty Kesner

6. The Ricketts are without sufficient knowledge or information to form a belief as to the truth of the information contained in Paragraph 6 of the Plaintiff's Complaint.

7. The Ricketts are without sufficient knowledge or information to form a belief as to the truth of the information contained in Paragraph 7 of the Plaintiff's Complaint.

8. It is admitted that the Ricketts are the record and assessed owners of the surface and gas and oil estates of the real property described in Paragraph 8 of Plaintiff's Complaint (the "Subject Premises").

9. It is specifically denied that there is a dispute as to the Ricketts' ownership of the gas and oil of the Subject Premises. To the contrary, no adverse claim of right, title or interest has been heretofore made by any party. Plaintiff's filing of this action and its contention that a claim might be made to the oil and gas by purported heirs of John A. McAllister is the first and only claim to be made adverse to the Ricketts' ownership within their knowledge, information and belief. The Ricketts have owned the Subject Premises and they have claimed their title to it since January 15, 1973. The Subject Premises were previously owned by Bill A. Ricketts' parents, John W. Ricketts and Kathryn Ricketts who acquired title to the Subject Premises including the oil and gas on October 28, 1952.

10. The averments contained in Paragraph 10 of Plaintiff's Complaint constitute a hypothetical to which no response is required. By way of further answer, it is specifically denied that the gas and oil estate was severed from the surface estate of the Subject Premises prior to January 15, 1973. It is also specifically denied that Defendants Herdina, Pearce, Stringfellow, Dougherty and Uselton have any cognizable right, title, claim or interest in or to the gas and oil of the Subject Premises.

11. Admitted.

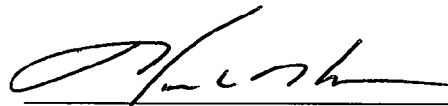
12. The Ricketts are without sufficient knowledge or information to form a belief as to the truth of the averments contained in Paragraph 12 of the Plaintiff's Complaint. By way of further answer, information of record in Clearfield County is wholly insufficient for the Court to determine to any reasonable degree the present heirs, assigns or successors in interest to John A. McAllister.

13. It is admitted that Plaintiff has entered into an Oil and Gas Lease with the Ricketts. Otherwise, the Ricketts are without sufficient knowledge or information to form a belief as to the truth of the averments contained in Paragraph 13 of the Plaintiff's Complaint.

14. The averments contained in Paragraph 14 of Plaintiff's Complaint constitute a statement of intention to which no response is required.

WHEREFORE, Defendants Bill A. Ricketts and Luanne H. Ricketts request this Honorable Court to enter a judgment on their behalf declaring them to be the rightful owners of the oil and gas to the Subject Premises.

Respectfully submitted,



Kim C. Kesner, Esquire
Attorney for Defendants Ricketts

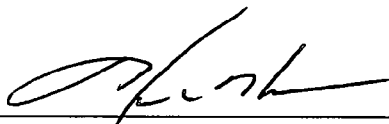
Supreme Ct. I.D. 28307

23 North Second Street
Clearfield, PA 16830
(814) 765-1706

VERIFICATION

The undersigned verifies that he is the attorney Bill A. Ricketts and Luanne H. Ricketts, Defendants, named in the within action, that as such attorney he is authorized to make this verification, and that the statements made in the foregoing Answer are true and correct, not from his own knowledge, but from the information supplied to him and believed to be true, and that this Verification is filed by him for the purposes of expediting this litigation, and in the event a Verification from Bill A. Ricketts and/or Luanne Ricketts, Defendants, is required, the same will be supplied. The undersigned understands that false statements made herein are subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsification to authorities.

Date: 12-4-06



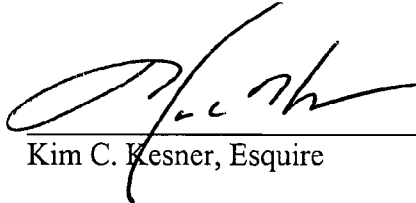
Kim C. Kesner, Esquire
Attorney for Defendants Ricketts

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 4th day of December, 2006, I caused to be served a certified copy of the Answer to Complaint which I filed on behalf of Defendants Bill A. Ricketts and Luanne H. Ricketts on Counsel for Plaintiff by First Class Mail, Postage Prepaid to the following address:

James A. Naddeo, Esquire
207 East Market Street
P.O. Box 552
Clearfield, PA 16830

Laurance B. Seaman, Esquire
Gates & Seaman
2 North Front Street
P.O. Box 846
Clearfield, PA 16830



Kim C. Kesner, Esquire

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

ARDENT RESOURCES, INC.,
a corporation,
Plaintiff

vs.

BILL A. RICKETTS and LUANE H.
RICKETTS, husband and wife;
and EILEEN C. HERDINA,
BERNADINE PEARCE, MARILYN T.
STRINGFELLOW, FLORENCE H.
DOUGHERTY and SARAH V.
USELTON, individuals,
Defendants

No. 2006-1912-CD

Type of Case: Civil

Type of Pleading: PRAECIPE

:Filed on behalf of Defendants:
:Herdina, Pearce, Stringfellow,
:Dougherty and Uselton

:Counsel of Record for this Party:
: Laurance B. Seaman, Esq.

: Supreme Court No.: 19620

: GATES & SEAMAN
: Attorneys at law
: Two North Front Street
: P. O. Box 846
: Clearfield, PA 16830
: (814) 765-1766

FILED^{no cc}
01/10:37/2006
DEC 07 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.,
a corporation,
Plaintiff

-vs-

No. 2006-1912-CD

BILL A. RICKETTS and LUANE H.
RICKETTS, husband and wife, and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and SARAH V.
USELTON, individuals,
Defendants

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Please enter my appearance on behalf of Defendants, EILEEN
C. HERDINA, BERNADINE PEARCE, MARILYN T. STRINGFELLOW, FLORENCE
H. DOUGHERTY and SARAH V. USELTON, in the aforementioned action.

GATES & SEAMAN

BY: 

Laurance B. Seaman, Esquire

Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

Date: 12-7-06, 2006

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

ARDENT RESOURCES, INC.,
a corporation,
Plaintiff

-vs-

No. 2006-1912-CD

BILL A. RICKETTS and LUANE H.
RICKETTS, husband and wife, and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and SARAH V.
USELTON, individuals,
Defendants

CERTIFICATE OF SERVICE


I hereby certify that service was made by mailing a true and correct copy of the original Praecipe for Appearance on the 7th day of December, 2006 by regular mail, postage prepaid to:

James A. Naddeo, Esquire
Attorney for Plaintiff
207 E. Market Street
P. O. Box 552
Clearfield, PA 16830

Kim C. Kesner, Esquire
Attorney for Defendants Ricketts
23 North Second Street
Clearfield, PA 16830

GATES & SEAMAN

By


Laurance B. Seaman, Esquire
Attorney for Defendants,
Eileen C. Herdina, Bernadine
Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V. Uselton

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

ARDENT RESOURCES, INC.
a corporation,
Plaintiff

vs.

Bill A. Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

No. 2006 - 1912 - CD

Type of Pleading:

AFFIDAVIT OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: December 7, 2006

FILED *2cc*
01/3/4/2006
DEC 07 2006 *Atty Naddeo*
William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

Bill A, Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Uselton, individuals,
Defendants.

No. 2006 - 1912 - CD

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)

SS

COUNTY OF CLEARFIELD)

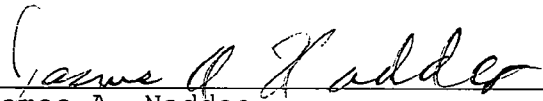
James A. Naddeo, Esquire, being duly sworn according to law, deposes and states that a certified copy of the *Complaint - Action for Declaratory Judgment* filed in the above-captioned action was served upon the following defendants, on the following dates and at the following addresses, in accordance with Pa. R.C.P. 403 & 404 by first-class mail, RESTRICTED DELIVERY, return receipt requested:

1.) Defendant, Bernadine Pearce, November 20, 2006, at the Defendant's address of 15038 Rattle Creek Road, P.O. Box 1623, Abingdon, VA 24210 as appears from the receipt of Certified Mail attached hereto.

2) Defendant, Eileen C. Herdina, November 20, 2006, at the Defendant's address of 205 W. Jones St., Savannah, GA 31401 as appears from the receipt of Certified Mail attached hereto.

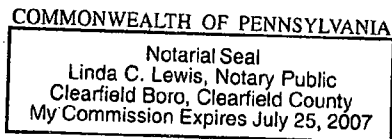
3) Defendant, Sarah V. Uselton, November 18, 2006, at the Defendant's address of 2400 Alpine Blvd., No. 7, Alpine, CA 91901 as appears from the receipt of Certified Mail attached hereto.

4) Defendant, Marilyn T. Stringfellow, November 25, 2006, 13430 Judy Avenue N.W., Uniontown, OH 44685.


James A. Naddeo
Attorney for Plaintiff

SWORN and SUBSCRIBED before me this 6th day of December, 2006.





SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Bernadine Pearce
15038 Rattle Creek Road
P.O. Box 1623
Abingdon, VA 24210

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Bernadine Pearce*

☐ Agent☐ Addressee

B. Received by (Printed Name)

BERNADINE PEARCE

C. Date of Delivery

NOV 20 2003

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from s)

7005 0390 0003 7232 6085

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Eileen C. Herdina
205 W. Jones St.
Savannah, GA 31401

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Eileen C. Herdina*

☐ Agent☐ Addressee

B. Received by (Printed Name)

Eileen C. Herdina

C. Date of Delivery

11/20/06

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from s)

7005 0390 0003 7232 6078

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Sarah V. Uselton
2400 Alpine Blvd., No. 7
Alpine, CA 91901

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Sarah V. Uselton*

☐ Agent☐ Addressee

B. Received by (Printed Name)

SARAH USELTON

C. Date of Delivery

11-18-06

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from s)

7005 0390 0003 7232 6115

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Marilyn T. Strangellow
13430 Judy Avenue N.W.
Uniontown, OH 44685

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X *Mona Hart*

☒ Agent
☐ Addressee

B. Received by (Printed Name)

Mona Hart

C. Date of Delivery

11/25/06

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from se)

7005 0390 0003 7232 6092

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

vs.

Bill A, Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

No. 2006 - 1912 - CD

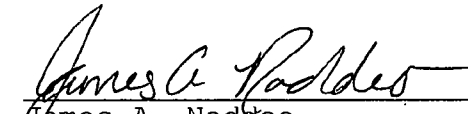
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Affidavit (of Service) was served on the
following and in the following manner on the 7th day of December,
2006:

First-Class Mail, Postage Prepaid

Laurance B. Seaman, Esq.
GATES & SEAMAN
Two North Front Street
P.O. Box 846
Clearfield, PA 16830

Bill Ricketts and Luane Ricketts
937 Frailey Road
Irvona, PA 16656


James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.
a corporation,
Plaintiff

vs.

Bill A. Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

No. 2006 - 1912 - CD

Type of Pleading:

ACCEPTANCE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: January 19, 2007

FILED No cc
9/10:504m
JAN 19 2007 (m)

William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.
a corporation,
Plaintiff

vs.

No. 2006 - 1912 - CD

Bill A. Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

ACCEPTANCE OF SERVICE

I hereby accept service of the Complaint - Action for
Declaratory Judgment filed in this matter on behalf of Florence
H. Dougherty and certify that I am authorized to do so on behalf
of Defendant, Florence H. Dougherty.



Laurance B. Seaman, Esq.
Attorney for Defendants

DATED: January 9, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102159
NO: 06-1912-CD
SERVICE # 1 OF 2
COMPLAINT ACTION FOR DECLARATORY

JUDGMENT

PLAINTIFF: ARDENT RESOURCES, INC.

vs.

DEFENDANT: BILL A. RICKETTS and LUANE H. RICKETTS al

SHERIFF RETURN

NOW, November 20, 2006 AT 10:44 AM SERVED THE WITHIN COMPLAINT ACTION FOR DECLARATORY JUDGMENT ON BILL A. RICKETTS DEFENDANT AT BOX 831, FRAILEY ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LUANE RICKETTS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION FOR DECLARATORY JUDGMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

0/2:20cm
FEB 14 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102159
NO: 06-1912-CD
SERVICE # 2 OF 2
COMPLAINT ACTION FOR DECLARATORY

JUDGMENT

PLAINTIFF: ARDENT RESOURCES, INC.

vs.

DEFENDANT: BILL A. RICKETTS and LUANE H. RICKETTS al

SHERIFF RETURN

NOW, November 20, 2006 AT 10:44 AM SERVED THE WITHIN COMPLAINT ACTION FOR DECLARATORY JUDGMENT ON LUANE H. RICKETTS DEFENDANT AT BOX 831, FRAILEY ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LUANE RICKETTS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION FOR DECLARATORY JUDGMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102159
NO: 06-1912-CD
SERVICES 2
COMPLAINT ACTION FOR DECLARATORY

JUDGMENT

PLAINTIFF: ARDENT RESOURCES, INC.

vs.

DEFENDANT: BILL A. RICKETTS and LUANE H. RICKETTS al

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NADDEO	18753	20.00
SHERIFF HAWKINS	NADDEO	18753	48.42

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

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

ARDENT RESOURCES, INC.,
a corporation,
Plaintiff

vs.

BILL A. RICKETTS and LUANE H.
RICKETTS, husband and wife;
and EILEEN C. HERDINA,
BERNADINE PEARCE, MARILYN T.
STRINGFELLOW, FLORENCE H.
DOUGHERTY and SARAH V.
USELTON, individuals,
Defendants

No. 2006-1912-CD

Type of Case: Civil

Type of Pleading: Answer To
Complaint in Declaratory Judgment

Filed on behalf of Defendants:
Eileen C. Herdina, Bernadine Pearce,
Marilyn T. Stringfellow, Florence H.
Dougherty and Sarah V. Usselton

Counsel of Record for this Party:
Laurance B. Seaman, Esq.

Supreme Court No.: 19620

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED
01/31/07
FEB 20 2007
NO CC
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

-vs-

No. 2006-1912-CD

BILL A. RICKETTS and LUANE H.
RICKETTS, husband and wife, and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and SARAH V.
USELTON, individuals,

Defendants

**ANSWER OF DEFENDANTS, EILEEN C. HERDINA,
BERNADINE PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY AND SARAH V. USELTON TO
COMPLAINT FOR DECLARATORY JUDGMENT**

AND NOW, come the Defendants, EILEEN C. HERDINA, BERNADINE PEARCE,
MARILYN T. STRINGFELLOW, FLORENCE H. DOUGHERTY and SARAH V. USELTON
(hereafter "the McAllister Heirs"), by their attorneys, Laurance B. Seaman, Esquire,
Gates & Seaman, and file the following Answer:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.

8. It is admitted that Defendants Ricketts are the named Grantees in a deed dated January 15, 1973 and recorded in Deed Book 616, Page 220, which purported to convey (as THE SECOND THEREOF) 100 acres of surface only, located in Jordan Township, Clearfield County, Pennsylvania. It is specifically denied that Defendants Ricketts are the current owners of said 100 acres as stated. In answer thereto, it is averred that Defendants Ricketts' record title for the surface of the 100 acres in question is derived from an assessment in the name of Mrs. Michael Smith for 100 acres surface, which assessment first appeared in 1914. In further answer thereto, it is averred that there is no deed, miscellaneous agreement or other document of record to create any ownership interest in Mrs. Michael Smith for said 100 acres surface. In further answer thereto, it is averred that John McAllister, the predecessor in interest to the McAllister Heirs and from whom their interest in the 100 acres in question derived, became vested with the 100 acres in question in fee by deed dated September 1, 1882 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 38, Page 399. In further answer thereto, it is averred that there is no deed, miscellaneous agreement or other document of record out of or from John McAllister which could in any way be deemed to be a transfer or conveyance to Mrs. Michael Smith of his interest in the 100 acres he acquired as aforesaid. In further answer thereto, it is averred that Defendants Ricketts, and their predecessors in title, have never owned, nor been assessed with the oil and gas in and under the 100 acres in question. In fact, it is averred that the deeds in the chain of title for Defendants Ricketts have never purported to convey anything more than 100 acres of surface, and have not

conveyed the oil and gas in and under the 100 acres of surface. In further answer thereto, it is averred that Mrs. Michael Smith never owned the 100 acres of surface, nor the oil and gas, now claimed by Defendants Ricketts. In further answer thereto, it is averred that through various estates, including that of John McAllister, his widow, Sarah McAllister, and their children, Emeline Dougherty Ferguson, Mary Ella Adams, Charles McAllister, and William McAllister, the McAllister Heirs became vested with record title to the 100 acres in fee.

9. Denied as stated. It is admitted that there is a dispute as to the ownership of the 100 acres in question and the gas and oil therein and thereunder. In answer thereto, it is averred that the record title to the 100 acres of surface and gas and oil is in the McAllister Heirs. In further answer thereto, Paragraph 8 hereof is incorporated herein by reference.

10. Denied as stated. In answer thereto, Paragraphs 8 and 9 hereof are incorporated herein by reference.

11. Admitted.

12. Admitted.

13. It is admitted that Plaintiff has entered into an Oil and Gas Lease with the McAllister Heirs. It is denied that the Plaintiff has entered into an Oil and Gas Lease with Defendants Ricketts since the answering Defendants are without sufficient knowledge or information to form a belief as to the truth of those averments as contained in Paragraph 13 of the Complaint.

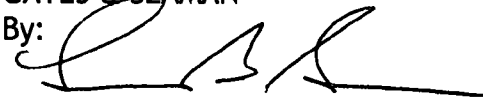
14. The averments contained in Paragraph 14 of the Complaint constitute a statement of intention to which no response is required.

WHEREFORE, Defendants, EILEEN C. HERDINA, BERNADINE PEARCE, MARILYN T. STRINGFELLOW, FLORENCE H. DOUGHERTY and SARAH V. USELTON, request this Honorable Court to enter a judgment in their behalf declaring them to be the rightful owners of the 100 acres in question, including the oil and gas therein and thereunder.

Respectfully submitted:

GATES & SEAMAN

By:



Laurance B. Seaman, Esquire
Attorney for Defendants,
Eileen C. Herdina, Bernadine
Pearce, Marilyn T. Stringfellow,
Florence H. Dougherty and Sarah V. Uselton

Date: February 14, 2007.

Two North Front Street, P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

VERIFICATION

I, EILEEN C. HERDINA, the undersigned, verify that I am one of the Defendants in the within action, and that the statements made in the foregoing Answer are true and correct to the best of my knowledge, information and belief. I the undersigned understand that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Eileen C. Herdina
Eileen C. Herdina

Date: Feb 17, 2007

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

-vs-

No. 2006-1912-CD

BILL A. RICKETTS and LUANE H.
RICKETTS, husband and wife, and
EILEEN C. HERDINA, BERNADINE
FLORENCE H. DOUGHERTY and SARAH V.
USELTON, individuals,

Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of ANSWER OF DEFENDANTS, EILEEN C. HERDINA, BERNADINE PEARCE, MARILYN T. STRINGFELLOW, FLORENCE H. DOUGHERTY AND SARAH V. USELTON TO COMPLAINT FOR DECLARATORY was forwarded by U. S. Mail, postage prepaid, on the 20 day of February, 2007, to:

James A. Naddeo, Esquire
207 E. Market Street
P. O. Box 552
Clearfield, PA 16830

Kim C. Kesner, Esquire
15 North Front Street
P. O. Box 1
Clearfield, PA 16830

GATES & SEAMAN

By: 

Laurance B. Seaman, Esq.
Attorney for Defendants, Herdina, Pearce,
Stringfellow, Dougherty and Uselton

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

ARDENT RESOURCES, INC.,
a corporation,
Plaintiff

vs.

BILL A. RICKETTS, and LUANNE H.
RICKETTS, husband and wife; and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and
SARAH V. USELTON, individuals,
Defendants

No. 2006-1912-CD

Type of Case: Civil

Type of Pleading: CERTIFICATE OF
SERVICE

Filed on Behalf of: Defendant, Luanne H.
Ricketts

Counsel of Record for this party:

Kim C. Kesner, Esquire
Supreme Ct. I.D. #28307
BELIN, KUBISTA & RYAN
15 North Front Street
Clearfield, PA 16830
(814) 765-8972

Other Counsel of Record:

James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830
(814) 765-1601

Laurance B. Seaman, Esquire
2 North Front Street
Clearfield, PA 16830
(814) 765-1766

FILED 10c Att
0/11:00 am Naddeo
JUN 26 2007
(im)

William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

vs.

BILL A. RICKETTS and LUANNE H.
RICKETTS, husband and wife; and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW;
FLORENCE H. DOUGHERTY and
SARAH V. USELTON, individuals,
Defendants

No. 2006-1912-CD

Type of Case: Civil

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 20th day of June, 2007, I caused to be served Defendant, Luanne H. Rickett's Interrogatories to Defendant(s), McAllister Heirs, on the following and in the manner indicated below:

By United States Mail, Regular Mail, Addressed as Follows:

Laurance B. Seaman, Esquire
Gates & Seaman
2 North Front Street
Clearfield, PA 16830

Date:

6/22/2007



Kim C. Kesner, Esquire

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

vs.

BILL A. RICKETTS and LUANNE H.
RICKETTS, husband and wife; and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW:
FLORENCE H. DOUGHERTY and
SARAH V. USELTON, individuals,
Defendants

No. 2006-1912-CD

Type of Case: Civil

Type of Pleading: INTERROGATORIES
DIRECTED TO DEFENDANT(S),
MCALLISTER HEIRS BY DEFENDANT
LUANNE H. RICKETTS

Filed on Behalf of: Defendant, Luanne H.
Ricketts

Counsel of Record for this party:

Kim C. Kesner, Esquire
Supreme Ct. I.D. #28307
BELIN, KUBISTA & RYAN
15 North Front Street
Clearfield, PA 16830
(814) 765-8972

Other Counsel of Record:

James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830
(814) 765-1601

Laurance B. Seaman, Esquire
2 North Front Street
Clearfield, PA 16830
(814) 765-1766

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

vs.

No. 2006-1912-CD

Type of Case: Civil

BILL A. RICKETTS and LUANNE H.
RICKETTS, husband and wife; and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW;
FLORENCE H. DOUGHERTY and
SARAH V. USELTON, individuals,
Defendants

**INTERROGATORIES DIRECTED TO DEFENDANT(S), MCALLISTER HEIRS,
FROM DEFENDANT, LUANNE H. RICKETTS**

TO: Eileen C. Herdina, Bernadine Pearce,
Marilyn T. Stringfellow, Florence H. Dougherty and
Sarah V. Uselton
c/o Laurance B. Seaman, Esquire
Gates & Seaman
2 North Front Street
Clearfield, PA 16830

TAKE NOTICE that you are hereby required, pursuant to Pennsylvania Rules of Civil Procedure, Rules 4005 and 4006 to file with the Court and serve upon the undersigned, within thirty (30) days after service of these Interrogatories, your full and complete Answers under oath. Failure to provide the requested information and/or documents or make objections within the time specified may subject you to sanctions under Rule 4019 of the Pennsylvania Rules of Civil Procedure.

Instructions and Definitions

1. These Interrogatories are to be deemed continuing in nature and, it is hereby requested that any newly discovered or additional information responsive to these questions be supplied immediately upon such matter coming to the attention of Defendants or Defendants' counsel.

2. All information requested herein must be set forth if it, or documents containing it, are in the possession of, control of, or are available or accessible to Defendant or Defendant's counsel.

3. If any information called for by these Interrogatories is not available or accessible in full detail when requested, such Interrogatory shall be deemed to require the setting forth of information relating to the subject matter of the request in as detailed a manner as is available or accessible.

4. If any information called for by these Interrogatories is withheld on the basis of a claim of privilege, the nature of the information on which privilege is claimed shall be set forth, together with the type of privilege claimed and a statement of all circumstances upon which Defendant will rely to support such a claim of privilege.

5. When these Interrogatories call for information which once was, but is no longer, in the possession of Defendant or Defendant's counsel, Defendant is hereby required to identify its present location and custodian, if known, or otherwise its last known location and custodian.

6. For purposes of these Interrogatories, the following definitions shall apply:

a. "Document" means any written, recorded, or graphic matter, however produced or reproduced.

b. "Identify" or "identification: when used in reference to an individual person means to state his name, present or last known position and business affiliation and his position and business affiliations at all times during the period covered by the Complaint.

c. "Describe" or "identify" as used herein, separately or collectively, require, with respect to any oral or written communication, a statement of the following information:

- (1) The identity of the person by whom, and each person to whom, each such communication was made and all persons present at that time;
- (2) The date it was made;
- (3) The place at which it was made;
- (4) The means by which it was made;
- (5) The substance thereof; and
- (6) A description of each document reflecting and/or relating to any of the above.

d. The term "person" or "persons" shall mean and include natural persons, corporations, trusts, partnerships, ventures, government or quasi-public entities, citizens' groups or associations, and any other firm or organization, association, or business entity.

e. "Description", "describe", "identification", or "identify", as used herein separately or collectively, require, with respect to any person, a statement of the following information:

- (1) The person's full name;
- (2) The person's present or last known address;
- (3) Present or last known home telephone number;

- (4) Present or last known business address;
- (5) Present or last known business telephone number;
- (6) Present or last known employer or affiliation;
- (7) Present or last known title; and
- (8) Present or last known job description.

BELIN, KUBISTA & RYAN

A handwritten signature in black ink, appearing to read 'Kim C. Kesner', written over a horizontal line.

Kim C. Kesner, Esquire
Attorney for Defendant
Luanne H. Ricketts

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

vs.

BILL A. RICKETTS and LUANNE H.
RICKETTS, husband and wife; and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW:
FLORENCE H. DOUGHERTY and
SARAH V. USELTON, individuals,
Defendants

No. 2006-1912-CD

Type of Case: Civil

INTERROGATORIES

1. State the relationship(s) between Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty and Sarah V. Uselton.
2. State the relationship of Eileen C. Herdina to John A. McAllister (as identified in paragraph 8 of "the McAllister Heirs" Answer).

3. State the relationship of Bernadine Pearce to John A. McAllister.
4. State the relationship of Marilyn T. Stringfellow to John A. McAllister.
5. State the relationship of Florence H. Dougherty to John A. McAllister.
6. State the relationship of Sarah V. Uselton to John A. McAllister.

7. State the date(s) of any oil and/or gas leases between Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty and/or Sarah V. Uselton and Ardent Resources, Inc. If you will do so without a formal Request for Production, please attach copies of all leases identified in your answer(s) to this Interrogatory.
8. Except for any leases identified in answer to Interrogatory 7 above, state whether John A. McAllister and/or any of his heirs or anyone claiming by or through him or his heirs ever entered into any oil and/or gas leases for the one hundred (100) acres of land being the subject of the Plaintiff's Complaint.
9. If the answer to Interrogatory 8 above is "Yes", please identify the dates of and party(s) to any and all such leases. Also, if you will do so without a formal Request for Production, please attach copies of all leases identified in your answer(s) to this Interrogatory.

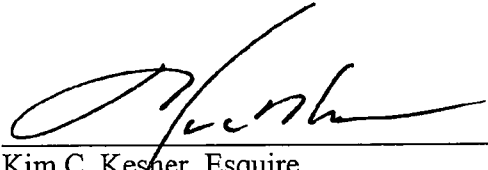
10. State the chain of title by which the interest(s) claimed by "the McAllister Heirs" by and through John A. McAllister devolved. You may provide a graphic rather than narrative response.
11. For each link in the chain of title from John A. McAllister to Eileen C. Herdina, specifically state what appears of record confirming the passing of title.
12. For each link in the chain of title from John A. McAllister to Bernadine Pearce, specifically state what appears of record confirming the passing of title.

13. For each link in the chain of title from John A. McAllister to Marilyn T. Stringfellow, specifically state what appears of record confirming the passing of title.
14. For each link in the chain of title from John A. McAllister to Florence H. Dougherty, specifically state what appears of record confirming the passing of title.
15. For each link in the chain of title from John A. McAllister to Sarah V. Uselton, specifically state what appears of record confirming the passing of title.

18. With regard to all estates identified in answer to Interrogatory 17 above, state (1) the jurisdiction (e.g. county) where the estate is filed; (2) the estate file number or other designator; and (3) whether realty was conveyed by the estate by deed or decree.

Date

6/22/2007


Kim C. Kesner, Esquire
Attorney for Defendant Luanne H. Ricketts
BELIN, KUBISTA & RYAN
15 North Front Street
Clearfield, PA 16830
(814) 765-8972

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

vs.

BILL A. RICKETTS and LUANNE H.
RICKETTS, husband and wife; and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW:
FLORENCE H. DOUGHERTY and
SARAH V. USELTON, individuals,
Defendants

No. 2006-1912-CD

Type of Case: Civil

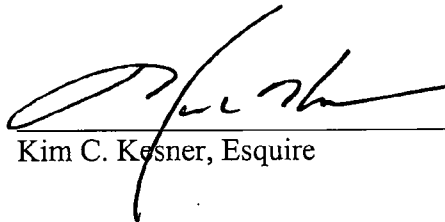
CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 22 day of June, 2007, I caused to be served Defendant, Luanne H. Rickett's Interrogatories to Defendant(s), McAllister Heirs, on the following and in the manner indicated below:

By United States Mail, Regular Mail, Addressed as Follows:

Laurance B. Seaman, Esquire
Gates & Seaman
2 North Front Street
Clearfield, PA 16830

Date: JUNE 22, 2007



Kim C. Kesner, Esquire

CLEARFIELD, PENNSYLVANIA 16830

P.O. BOX 1
15 NORTH FRONT STREET
ATTORNEYS AT LAW

BELIN, KUBISTA & RYAN

FILED

JUN 26 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

Vs.

BILL A RICKETTS and LUANNE H.
RICKETTS, husband and wife; and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW:
FLORENCE H. DOUGHERTY and
SARAH V. USELTON, individuals

Defendants

No. 2006-1912-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on Behalf of:

DEFENDANT –

LUANNE H. RICKETTS

Counsel of Record for This Party:

Kim C. Kesner, Esquire
Supreme Court No. 28307
212 South Second Street
Clearfield, PA 16830
(814) 765-1706

Other Counsel of Record:

James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830
(814) 765-1601

Laurance B. Seaman, Esquire
2 North Front Street
Clearfield, PA 16830
(814) 765-1766

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01/31/410301
NOV 19 2008
William A. Shaw
Prothonotary/Clerk of Courts
Amy Kesner

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

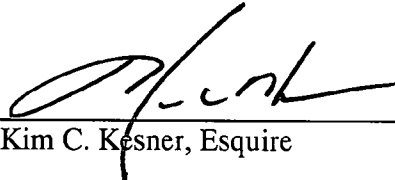
ARDENT RESOURCES, INC.	:	No. 2006-1912-CD
a corporation,	:	
	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
BILL A RICKETTS and LUANNE H.	:	
RICKETTS, husband and wife; and	:	
EILEEN C. HERDINA, BERNADINE	:	
PEARCE, MARILYN T. STRINGFELLOW:	:	
FLORENCE H. DOUGHERTY and	:	
SARAH V. USELTON, individuals	:	
Defendants	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 11 day of November, 2008, I served a true and correct copy of the within Second Set of Interrogatories by first class mail, postage prepaid, on the following:

Laurance B. Seaman, Esquire
Gates & Seaman
2 North Front Street
Clearfield, PA 16830

11-11-08
Date


Kim C. Kesner, Esquire

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

Vs.

BILL A RICKETTS and LUANNE H.
RICKETTS, husband and wife; and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW:
FLORENCE H. DOUGHERTY and
SARAH V. USELTON, individuals

Defendants

No. 2006-1912-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on Behalf of:

DEFENDANT –

LUANNE H. RICKETTS

Counsel of Record for This Party:

Kim C. Kesner, Esquire
Supreme Court No. 28307
212 South Second Street
Clearfield, PA 16830
(814) 765-1706

Other Counsel of Record:

James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830
(814) 765-1601

Laurance B. Seaman, Esquire
2 North Front Street
Clearfield, PA 16830
(814) 765-1766

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FILED ICC
013:462/ Atty Kesner
NOV 19 2008
(10)
William A. Shaw
Prothonotary/Clerk of Courts

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

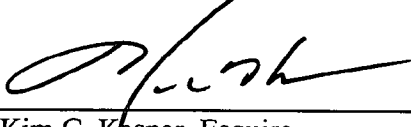
ARDENT RESOURCES, INC.	:	No. 2006-1912-CD
a corporation,	:	
	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
BILL A RICKETTS and LUANNE H.	:	
RICKETTS, husband and wife; and	:	
EILEEN C. HERDINA, BERNADINE	:	
PEARCE, MARILYN T. STRINGFELLOW:	:	
FLORENCE H. DOUGHERTY and	:	
SARAH V. USELTON, individuals	:	
Defendants	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 11 day of November, 2008, I served a true and correct copy of the within First Set of Interrogatories by first class mail, postage prepaid, on the following:

James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830

11-11-08
Date


Kim C. Kesner, Esquire

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 DEC 08 2008
 William A. Shaw
 Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

vs.

Bill A. Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

No. 06 - 1912 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Answers to First Set of Interrogatories from Defendant, Luanne H. Ricketts was served on the following and in the following manner on the 8th day of December, 2006:


First-Class Mail, Postage Prepaid

Laurance B. Seaman, Esq.
GATES & SEAMAN
Two North Front Street
P.O. Box 846
Clearfield, PA 16830

&

Kim C. Kesner, Esq.
212 South Second Street
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By 
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.,
a corporation,
Plaintiff

vs.

BILL A. RICKETTS and LUANE H.
RICKETTS, husband and wife;
and EILEEN C. HERDINA,
BERNADINE PEARCE, MARILYN T.
STRINGFELLOW, FLORENCE H.
DOUGHERTY and SARAH V.
USELTON, individuals,
Defendants

1912
No. 2006-1921-CD

Type of Case: Civil

Type of Pleading: ANSWERS TO
DEFENDANT LUANNE H. RICKETTS'
INTERROGATORIES DIRECTED TO
DEFENDANTS, EILEEN C.
HERDINA, BERNADINE PEARCE,
MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY AND SARA
V. USELTON

:Filed on behalf of Defendants:
:Herdina, Pearce, Stringfellow,
:Dougherty and Uselton

:Counsel of Record for this Party:
:Laurance B. Seaman, Esq.

:Supreme Court No.: 19620

:GATES & SEAMAN
:Attorneys at law
:Two North Front Street
:P. O. Box 846
:Clearfield, PA 16830
:(814) 765-1766

FILED

01/06/09
JAN 06 2009

No
cc
(610)

William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

-vs-

No. 2006-1912-CD

BILL A. RICKETTS and LUANE H.
RICKETTS, husband and wife, and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and SARAH V.
USELTON, individuals,

Defendants

ANSWERS TO INTERROGATORIES
DIRECTED TO DEFENDANTS HERDINA,
PEARCE, STRINGFELLOW, DOUGHERTY AND USELTON

1. Answer:

Eileen C. Herdina, Bernadine Pearce and Marilyn T. Stringfellow are sisters, and half sisters-in-law to Florence H. Dougherty, who died March 22, 2008; and first cousins to Sara V. Uselton, who died February 16, 2008. The mother of Sara V. Uselton, Mary Ella Adams, was a sister to Emeline Dougherty, the mother of Florence H. Dougherty's husband, Paul Dougherty.

2. Answer:

John A. McAlister (DOD - 3/17/1913) was the grandfather to all, but Florence H. Dougherty, who is the widow of a grandson, Paul Dougherty.

3. Answer:

Mary Smith was a sister of John A. McAlister (DOD - 3/17/1913). See Answer to Interrogatory No. 2.

4. Answer:

See Answer to Interrogatory No. 2.

5. Answer:

No.

6. Answer:

John McAlister, died 3/17/13, survived by his wife, Sara Kudruff McAlister, and five (5) children, Emeline, Mary Ella, Charles, William and Esther. Sara McAlister, a/k/a Sarah McAlister, died 6/10/41 at Cleveland, Ohio, survived by her five (5) children. Emeline married Paul Dougherty and they have four (4) sons, James, John, Paul and Carl. Paul Dougherty, husband of Emeline, died in 1904; Emeline married John Ferguson and they had three (3) daughters, Defendants, Marilyn Stringfellow, Bernadine Pearce and Eileen Herdina. Emeline McAlister Dougherty Ferguson died 6/19/36, probably without a Will, residing at Akron, Ohio, survived by her husband, John Ferguson, four (4) sons, John, James, Paul and Carl, and three (3) daughters, Marilyn, Bernadine and Eileen. John Ferguson died 1/1/41, probably without a Will, residing at Akron, Ohio, survived by three (3) daughters, Marilyn, Bernadine and Eileen. Paul died in 1973 residing in Akron, Ohio (Summit County), survived only by his wife, Defendant, Florence Dougherty, who since died 3/22/08 residing at Akron, Ohio (Summit County). By her Will, she left her residuary estate: (1) 16% to Linda Potter, daughter of Defendant, Marilyn Stringfellow, and William Stringfellow (deceased); (2) 16% to Paula Stringfellow, wife of William Stringfellow and daughter-in-law of Marilyn and William Stringfellow (deceased); (3) 11% to Robert Harry, Sr.; (4) 11% to Cecelia Harry; (5) 11% to Defendant, Bernadine Pearce; (6) 11% to Defendant, Eileen Herdina; and (7) 24% to Ann M. Harry.

John Dougherty died in 1987 and James Dougherty died in 1994, both never married and had no children, and both resided at Uniontown, Ohio (Summit County). Carl Dougherty died in 1998, never married and had no children, residing at Uniontown, Ohio, and by his Will left his residuary estate to Defendant, Marilyn Stringfellow.

Mary Ella married Ralph Salisbury and they had one daughter, Dorothy Salisbury. Ralph either died or became divorced from Mary Ella, who subsequently

married William Adams. Mary Ella Adams died in (not known) survived by her husband, William Adams and two (2) daughters, Catherine Lucille Schumacher and Defendant, Sarah Virginia Uselton. William Adams died 7/17/32 residing at Akron, Ohio, survived by two (2) daughters, Lucille and Defendant, Sarah. Dorothy Salisbury died in 1997, residing in Massillon, Ohio, never married and no children. Catherine Lucille Schumacher died in 1999, residing in Alpine, California, predeceased by her husband, Charles Schumacher, who died approximately 4 to 5 years before his wife, residing in Willoughby, Ohio, and they had no children. Defendant, Sarah Virginia Uselton died 2/16/2008 residing in Alpine, California, survived by her husband, Mark Uselton, and three (3) daughters, Ann Uselton, Virginia Uselton and Barbara Uselton Dake.

Charles McAlister died (unknown), residing at Altoona, Pennsylvania, never married and no children. William McAlister died (unknown), residing at Saxon, Pennsylvania, predeceased by his wife, Mona Margaret Smith McAlister, but survived by one (1) daughter, Billie Jean McAlister, who never married, had no children and died in April, 2005 residing in Huntington County, Pennsylvania.

Esther M. Isham died 5/24/1980, without a Will, residing at Cleveland, Ohio (Cuyohoga County), predeceased by her husband, Dr. Leroy Scott Isham, who died (unknown), but before his wife, residing at Cleveland, Ohio, and they had no children. By Certificate of Transfer (copy attached) her estate passed 10% each to the following: (1) Lucille Schumacher; (2) Defendant, Marilyn Stringfellow; (3) Defendant, Sarah Virginia Uselton; (4) Defendant, Eileen Herdina; (5) Lucille Schumacher, Guardian for Dorothy Salisbury (an incompetent); (6) Billie Jean McAlister; (7) James M. Dougherty; (8) Defendant, Bernadine Pearce; (9) John H. Dougherty; and (10) Carl Dougherty.

7. Answer:

See Answer to Interrogatory No. 6.

8. Answer:

Martin S. McAlister, Mary Smith, Nancy Litz, and the children of Emeline Dewitt, John Dewitt and Mary Dewitt; and their heirs, personal representatives and assigns, whose addresses are unknown.

9. Answer:

Unknown.

10. Answer:

1. Oil and Gas Lease, dated August 1, 2006, with Ardent Resources, Inc.
(Copies already provided you by Plaintiff.)

11. Answer:

Not to our knowledge.

12. Answer:

N/A

13. Answer:

No.

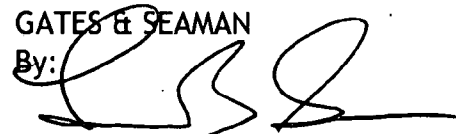
14. Answer:

See Answer to Interrogatory No. 6.

Interrogatories Answered by:

GATES & SEAMAN

By:



Laurance B. Seaman, Esquire
Attorney for Herdina, Pearce,
Stringfellow, Dougherty and Uselton

Date: January 6, 2009

PROBATE COURT OF CUYAHOGA COUNTY, OHIO

758397

FRANCIS J. TALTY, Presiding Judge

156250, 49

ESTATE OF ESTHER M. ISHAM

DECEASED

Case No. 911782Docket 910Page

CERTIFICATE OF TRANSFER

NO. 1

Decedent died on May 24, 1980 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Name	Residence Address	Interest in Real Estate so Passing
LUCILLE SCHUMACHER	1486 E. 357th Street Eastlake, OH 44094	One-tenth
MARILYN STRINGFELLOW	13430 Judy Avenue Uniontown, OH 44685	One-tenth
VIRGINIA USELTON <i>SARA H</i>	PO Box 20003 El Cajon, CA 92021	One-tenth
EILEEN C. HERDINA	1122 Merriman Road Akron, OH 44313	One-tenth
LUCILLE SCHUMACHER <i>Guardian for</i>	1486 E. 357th Street Eastlake, OH 44094	One-tenth
DOROTHY SALISBURY (Incompetent)		
BILLIE JEAN McALLISTER	712 Hiffin Street Saxton, PA 16678	One-tenth
JAMES M. DOUGHERTY	4088 Cottage Grove Rd. Uniontown, OH 44685	One-tenth
BERNADINE PEARCE	1486 E. 357th Street P.O. Box 1623 Abington, VA 24210	One-tenth
JOHN H. DOUGHERTY	4088 Cottage Grove Rd. Uniontown, OH 44685	One-tenth
CARL DOUGHERTY	4088 Cottage Grove Rd. Uniontown, OH 44685	One-tenth

[Complete if applicable] The real estate described in this certificate is subject to a charge of \$ _____ in favor of decedent's surviving spouse. _____ in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

JAN 8 1981 (4)

VERIFICATION

The undersigned verifies that she is one of the Defendants in the within action, and that the statements made in the foregoing Answers to Interrogatories to Plaintiffs are true and correct to the best of her knowledge, information and belief.

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



Eileen C. Herdina

Date: Dec. 12, 2008

✓

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

-vs-

No. 2006-1912-CD

BILL A. RICKETTS and LUANE H.
RICKETTS, husband and wife, and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and SARAH V.
USELTON, individuals,

Defendants

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of January, 2009, a
true and correct copy of the Answers to Interrogatories Directed to Defendants
Herdina, Pearce, Stringfellow, Dougherty and Uselton was sent by regular U. S. mail
to: *gbs*

Attorney for Defendant, Luanne H. Ricketts:
Kim C. Kesner, Esquire
212 South Second Street
Clearfield, PA 16830

Attorney for Plaintiff, Ardent Resources, Inc.
James A. Naddeo, Esquire
P. O. Box 552
Clearfield, PA 16830

Gates & Seaman

By: 

Laurance B. Seaman, Esquire
Attorney for Defendants, Herdina, Pearce,
Stringfellow, Dougherty and Uselton

CA

No. 06 - 1912 - CD

Type of Pleading:

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

2CC Atty
Naddeo

0/3.35 cm
JAN 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.
a corporation,
Plaintiff

vs.

Bill A. Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

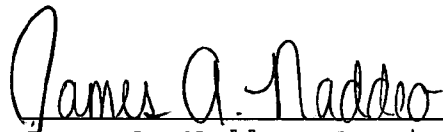
No. 06 - 1912 - CD

PRAECIPE TO LIST FOR TRIAL

TO THE PROTHONOTARY:

Please place the above-captioned matter on the next
list for trial. In support thereof I certify the following:

1. There are no Motions outstanding.
2. Discovery has been completed and the case is ready
for trial.
3. The case is to be heard by jury.
4. Notice of the Praecipe has been given to opposing
counsel.
5. The time for trial is estimated at one-half (1/2)
day.


James A. Naddeo, Esquire
Attorney for Plaintiff

Date: January 8, 2009

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

ARDENT RESOURCES, INC.
a corporation,
Plaintiff

vs.

Bill A, Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Uselton, individuals,
Defendants.

No. 06 - 1912 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Praecept to List For Trial was served on the
following and in the following manner on the 8th day of January,
2009:

First-Class Mail, Postage Prepaid

Laurance B. Seaman, Esq.
GATES & SEAMAN
Two North Front Street &
P.O. Box 846
Clearfield, PA 16830

Kim C. Kesner, Esq.
212 South Second Street
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

CA

• • • • •

: No. 06-1912-CD

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ORDER

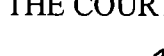
12

Thursday, March 12, 2009 at 9:30 A.M.

Room No. 1 of the Clearfield

BY THE COURT:

BY THE COURT:



FREDRIC J. AMMERMAN
President Judge

ICC Attys:
Naddeo
Kosner
Seaman
urts (11)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JAN 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1/12/09

 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:

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

ARDENT RESOURCES, INC. a corporation,
Plaintiff

vs.

BILL A. RICKETTS AND LUANE H. RICKETTS,
husband and wife; and EILEEN C. HERDINA,
BERNADINE PEARCE, MARILYN T.
STRINGFELLOW, FLORENCE H. DOUGHERTY
AND SARAH V. USELTON, individuals,
Defendants

No. 06-1912-CD

ORDER

AND NOW, this 12th day of March, 2009, following Pre-Trial Conference among
counsel and the Court, it is the ORDER of this Court as follows:

1. The parties agree that the case will proceed non-jury. Therefore, the case
is hereby removed from the previously scheduled jury selection date of
April 2, 2009;
2. Counsel for the Defendants will file any stipulations of fact with the record
by no later than June 1, 2009. If the parties then agree that the legal
issues relative the title to the gas rights can be decided based upon the
stipulations and documents to be presented to the Court, they will then
request a date for submission of briefs and oral arguments; and
3. If ultimately the parties do not agree on submitting the issues to the Court
by stipulation, then counsel shall request that a date for non-jury trial be
set.

FILED

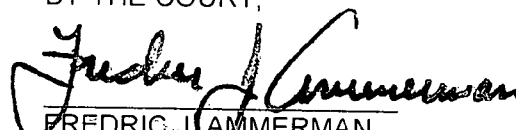
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MAR 13 2009

§ William A. Shaw
Prothonotary/Clerk of Courts

CCAs: Naddeo
Kesner
Seaman

(610)

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

MAR 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/13/09

 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:

William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

-vs-

No. 2006-1912-CD

BILL A. RICKETTS and LUANE H.
RICKETTS, husband and wife, and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and SARAH V.
USELTON, individuals,

Defendants

SUPPLEMENT ANSWERS TO INTERROGATORIES
DIRECTED TO DEFENDANTS HERDINA,
PEARCE, STRINGFELLOW, DOUGHERTY AND USELTON

The following Interrogatory numbers are supplemented as follows:

1. Defendant, Florence H. Dougherty, who died February 16, 2008, by Item IV of her Last Will and Testament, dated November 28, 2006, a photocopy of which is attached as Exhibit "A", devised her interest in the property in question, as a part of her Residuary Estate, as follows:

A. Sixteen percent (16%) to Linda Potter, per stirpes, 45 Jackson Drive, Acton, MA 01720;

B. Sixteen percent (16%) to Paula Stringfellow, per stirpes, 601 Countryside Dr., Louisburg, KS 66053;

C. Eleven percent (11%) to Robert Harry Sr., should he not survive me, his share shall go to his spouse, should she not survive, this share shall be divided per stirpes among their issue, 714 Iverness Dr., West Chester, PA 19380;

D. Eleven percent (11%) to Cecelia Harry, per stirpes, 5151 Paseo Pico, Yorba Linda, CA 92887;

E. Eleven percent (11%) to Bernadine Pierce, per stirpes, P. O. Box 1623, Abingdon, VA 24212;

F. Eleven percent (11%) to Eileen Herdina, per stirpes, 205 W. Jones Street, Savannah, GA 31401; and

G. Twenty-four percent (24%) to Ann M. Harry, 2825 Sedge Grass Trail, Stow, OH 44224.

6. Sara McAlister, a/k/a Sarah McAlister, died 6/10/41 at Cleveland, Ohio, survived by three (3) children, Charles, William and Esther; however, her daughters, Emeline and Mary Ella, predeceased her.

Mary Ella Salisbury Adams died (not known where or when) survived by her husband, William Adams, two daughters of that marriage, Catherine Lucille Schumacher and Defendant, Sarah Virginia Uselton, and one daughter, Dorothy Salisbury, fathered by Ralph Salisbury. Defendant, Sarah Virginia Uselton, was preceded in death by her husband, Mark Uselton, who died December 15, 1995.

It should be noted that in Attachment No. 2 to Plaintiff's Answers to First Set of Interrogatories from Defendant, Luanne H. Ricketts, the listing of the living heirs of Eileen C. Ferguson Herdina as John J. Herdina and Mark A. Herdina is incomplete, since Eileen C. Herdina also has four (4) other children, Joseph John Herdina, Mary Beth Barnes, Stephen Anthony Herdina and Julia Anne Mueller.

Supplemental Answers Submitted by:

GATES & SEAMAN

By:



Date: March 3, 2009

Laurance B. Seaman, Esquire
Attorney for Herdina, Pearce,
Stringfellow, Dougherty and Uselton

2008 ES 00312
LAST WILL AND TESTAMENT

OF

FLORENCE H. DOUGHERTY

I, **FLORENCE H. DOUGHERTY**, of Akron, Ohio being of full age, of sound mind and memory, and not under restraint, do make, publish, and declare this to be my Last Will and Testament, hereby revoking any and all Wills and Codicils heretofore made by me.

ITEM I - PAYMENT OF DEBTS AND TAXES

My Executor shall pay from the principal of my residuary estate all debts, claims, costs, and expenses as provided by law. My Executor shall also pay from the principal of my residuary estate all taxes, state and federal, levied or imposed by reason of my death, including interest and penalties thereon, if any, regardless of whom the same may be assessed against or chargeable to, and shall not seek reimbursement or contribution from any person or property.

ITEM II - SPECIFIC BEQUEST - TANGIBLE PERSONAL PROPERTY

I give, devise, and specifically bequeath all of my tangible personal property, including but not limited to jewelry, clothing, and furniture, to ANNA JONES. Should the above named beneficiary not survive me, then this specific bequests shall lapse and be of no effect.

ITEM III - SPECIFIC BEQUESTS

I hereby give and bequeath the following specific sums to the following organizations or individuals as hereinafter provided:

- (A) **HUMANE SOCIETY OF GREATER AKRON**, the sum of Five Hundred Dollars (\$500.00), absolutely.
- (B) **HUMANE SOCIETY OF STARK COUNTY ANIMAL SHELTER**, the sum of Five Hundred Dollars (\$500.00), absolutely.
- (C) **AFRICAN WILDLIFE FOUNDATION**, the sum of Five Hundred Dollars (\$500.00), absolutely.
- (D) **DEFENDERS OF WILDLIFE**, the sum of Five Hundred Dollars (\$500.00), absolutely.
- (E) **WILDERNESS SOCIETY**, the sum of Five Hundred Dollars (\$500.00), absolutely.

Testator's Initials: FD Date: 11/28/06

- (F) **AUDUBON SOCIETY**, the sum of Five Hundred Dollars (\$500.00), absolutely.
- (G) **ST. FRANCIS DE SALES CHURCH**, the sum of Two Thousand Dollars (\$2,000.00), absolutely.
- (H) **QUEEN OF HEAVEN CHURCH – Building Fund**, the sum of Three Thousand Dollars (\$3,000.00), absolutely.
- (I) **UNIVERSITY OF AKRON – COLLEGE OF EDUCATION**, the sum of Two Thousand Dollars (\$2,000.00), absolutely.
- (J) **BETSY PIERCE**, my Niece the sum of Five Thousand Dollars (\$5,000.00). Should Betsy not survive me, then this bequest shall lapse and be of no effect.

ITEM IV - ALL PROPERTY

All the rest, residue, and remainder of my estate, which I may now own or hereafter acquire of every nature, description and kind, I hereby give, devise, and bequeath to be divided and distributed as follows:

- (A) Sixteen percent (16%) to LINDA POTTER, per stirpes,
- (B) Sixteen percent (16%) to PAULA STRINGFELLOW, per stirpes,
- (C) Eleven percent (11%) to ROBERT HARRY SR., should he not survive me, his share shall go to his spouse; should she not survive, this share shall be divided per stirpes among their issue,
- (D) Eleven percent (11%) to CECELIA HARRY, per stirpes,
- (E) Eleven percent (11%) to BERNADINE PIERCE, per stirpes,
- (F) Eleven percent (11%) to EILEEN HERDINA, per stirpes, and
- (G) Twenty-four percent (24%) to ANN M. HARRY.

ITEM V - EXECUTOR: POWERS AND DUTIES

A. Nomination of Executor. I nominate, ANN M. HARRY, of Stow, Ohio, as Executor of this my Last Will and Testament. If ANN M. HARRY dies, resigns, or for any reason fails or ceases to serve as the Executor, I nominate WILLIAM STRINGFELLOW, of the State of

Testator's Initials: J. A. Date: 11 / 28 / 06

Kansas, as such Executor. I request that any Executor named herein be permitted to serve without bond.

B. Rights, Powers, and Duties. My Executor shall have, in addition to those powers conferred by law, the following rights, powers, and duties to be exercised without court approval or other authority as my Executor deems best:

1. Rights Over Property. To receive, retain, sell, exchange, invest, and reinvest in any property, real and personal, and any additions or substitutions thereof, without being limited by investment restrictions, statutory or judicial. To exercise stock and other options and rights belonging to my estate; to borrow money from the Executor or others, including the right to borrow funds for the purpose of exercising options; to mortgage and pledge property; to compromise, arbitrate, settle, or release claims of or against my estate; to distribute in cash or in kind; to lease for any term or perpetually; to collect rents, repair, improve, insure, and manage real estate; to employ and compensate out of estate funds, agents and attorneys; and to execute proxies, powers of attorney, consents, agreements, and all other instruments.

2. Elections. To elect the valuation date for estate tax purposes and to elect to take deductions on estate or income tax returns (with a right but no duty to make adjustments), as may produce the best over-all benefits to all my beneficiaries.

3. Tax Returns. To join in or consent to income and gift tax returns filed with or by my spouse or my spouse's estate, although it may increase my estate's liabilities and to allocate to my estate or my spouse or my spouses estate or apportion between them any tax, interest, and penalty due thereon and any credit or refund due from any joint return filed by me or my estate, all with no duty to obtain consideration.

4. Ancillary Administration. If in the course of the administration of my estate it becomes necessary or advisable to have an ancillary administration of my estate and my Executor is unable or is unwilling to act as ancillary administrator, my Executor shall select as such ancillary administrator such individual, bank, or trust company as my Executor shall determine (and such determination shall not be subject to question by any beneficiary hereunder or any other person); such ancillary administrator shall serve without bond and shall have all of the rights, powers, and duties, and immunities herein conferred upon my Executor.

ITEM VI - OVERRIDING PROVISIONS

A. Captions. As used throughout this Instrument, any Item, paragraph, or other captions are inserted for convenience only and shall not be considered a part of or affect the construction or interpretation of any of the provisions of this Instrument.

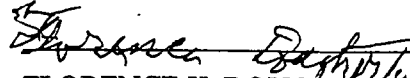
B. Survivorship. For purposes of Items II through IV of this my Last Will and Testament, any beneficiary under such items shall be deemed to have survived me, if at all, only if such beneficiary survives me by more than sixty (60) days.



Testator's Initials: _____ Date: 11/28/06


C. Construction. As used throughout this Instrument, unless the context clearly indicates to the contrary, all pronouns shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof as the identity of the persons and the situation may require, and the singular includes the plural and the plural includes the singular.

IN WITNESS WHEREOF, I have signed this instrument consisting of four (4) pages which I declare to be my Last Will and Testament at Green, Ohio, this day of November 28, 2006.


FLORENCE H. DOUGHERTY

This Last Will and Testament was signed by the said FLORENCE H. DOUGHERTY in our sight and presence and was by her declared to us to be her Last Will and Testament, she in our opinion being of full age, of sound mind and memory, and not under restraint. At her request, in her presence, in the presence of each other, we hereunto subscribe our names as attesting witnesses at Green, Ohio, this day of November 28, 2006.

Witness #1:


Signature

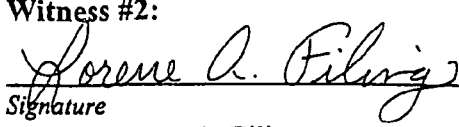
Paul L. Miller

Printed Name

Address 3406 Waterside Dr

Akron, OH 44319

Witness #2:


Signature

Lorene A. Filing

Printed Name

Address 1940 Greensburg Rd

North Canton, OH 44720

VERIFICATION

The undersigned verifies that she is one of the Defendants in the within action, and that the statements made in the foregoing document are true and correct to the best of her knowledge, information and belief. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Eileen C. Herdina
Eileen C. Herdina

Date: March 9, 2009

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

-vs-

No. 2006-1912-CD

BILL A. RICKETTS and LUANE H.
RICKETTS, husband and wife, and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and SARAH V.
USELTON, individuals,

Defendants

CERTIFICATE OF SERVICE

I hereby certify that on the 12 day of March, 2009, a true and correct copy of the Supplemental Answers to Interrogatories Directed to Defendants Herdina, Pearce, Stringfellow, Dougherty and Uselton was ~~sent by regular U. S. mail to:~~ *hand delivered*

Attorney for Defendant, Luane H. Ricketts:
Kim C. Kesner, Esquire
212 South Second Street
Clearfield, PA 16830

Attorney for Plaintiff, Ardent Resources, Inc.
James A. Naddeo, Esquire
P. O. Box 552
Clearfield, PA 16830

Gates & Seaman

By: 

Laurance B. Seaman, Esquire
Attorney for Defendants, Herdina, Pearce,
Stringfellow, Dougherty and Uselton

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

Vs.

BILL A RICKETTS and LUANNE H.
RICKETTS, husband and wife; and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW;
FLORENCE H. DOUGHERTY and
SARAH V. USELTON, individuals

Defendants

No. 2006-1912-CD

Type of Pleading:

STIPULATIONS

FILED *ICC 144*
9/3:45 Seaman
JUN -1 2009 (610)

Filed on Behalf of:
DEFENDANTS

William A. Shaw
Prothonotary/Clerk of Courts

Counsel of Record for This Party:

Kim C. Kesner, Esquire
Supreme Court No. 28307
212 South Second Street
Clearfield, PA 16830
(814) 765-1706

Laurance B. Seaman, Esquire
Supreme Court No. 19620
2 North Front Street
Clearfield, PA 16830
(814) 765-1766

Other Counsel of Record:

James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830
(814) 765-1601

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

ARDENT RESOURCES, INC.	:	No. 2006-1912-CD
a corporation,	:	
	:	
Plaintiff	:	
	:	
	:	
Vs.	:	
	:	
BILL A RICKETTS and LUANNE H.	:	
RICKETTS, husband and wife; and	:	
EILEEN C. HERDINA, BERNADINE	:	
PEARCE, MARILYN T. STRINGFELLOW:	:	
FLORENCE H. DOUGHERTY and	:	
SARAH V. USELTON, individuals	:	
Defendants	:	

STIPULATIONS

AND NOW, comes Luanne H. Ricketts by her counsel, Kim C. Kesner, Esquire, and Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty, and Sarah V. Uselton by their counsel, Laurance B. Seaman, Esquire, who enter into the following Stipulations of Fact and agree to this Court's reliance upon them for its entry of Findings of Fact without further proof.

1. Defendant Luanne H. Ricketts ("Mrs. Ricketts") resides on two (2) parcels of real estate consisting of approximately 235 acres in Jordan Township, Clearfield County, ("Ricketts Farm").

2. Mrs. Ricketts and her husband, Bill A. Ricketts (now deceased), acquired the Farm from Bill's parents in 1973. (See Exhibit No. 1, Deed dated January 15, 1973, from John W. and Catherine Ricketts at Clearfield County Deed Book Volume 616, Page 220.) The parcel described as THE SECOND THEREOF in Exhibit No. 1 contains 100 acres and it is the ownership of the oil and gas under this 100 acres which is the subject of this Declaratory Judgment Action. (hereafter "100 Acre Parcel")

3. Bill's parents acquired the 100 Acre Parcel in 1955 (See Exhibit No. 2, Deed dated August 22, 1955, from Ralph and Edith Diehl at Clearfield County Deed Book 445, Page 29.)

4. The title to the Ricketts Farm derives through two (2) chains of title, including one for a parcel consisting of 100 acres ("100 Acre Parcel").

5. The chain of title for the 100 Acre Parcel derives through John McAllister who acquired the parcel (then described as 124 acres and 59 perches) in 1882 (See Exhibit 3, Deed at Clearfield County Deed Book Volume 38, Page 399).

6. The 100 Acre Parcel is presently assessed as "100 A SURF." and identified by Clearfield County Assessment Map No. 120-G16-2. (See Exhibit 4, current Assessment Card.)

7. John McAllister was first assessed by Clearfield County for real estate tax purposes with "100" acres in 1856. There is no indication in the assessment records of his source of title prior to the 1882 deed. (See Exhibit 5, 1856 Assessment record).

8. This assessment appears consistent and continuous until 1914. (See Exhibit 6, 1913 Assessment record).

9. In 1914, assessment records indicate the property was transferred to Mrs. Michael Smith. (See Exhibit 7, 1914 Assessment record).

10. John McAllister died testate in Ashville, Cambria County on January 19, 1913.

11. His Will (which identified him as John McAlister (sic)) was probated in Cambria County at Estate File 9722 (See Exhibit 8).

12. His Will contains the following dispositive provision for the 100 Acre Parcel:

Fourth: I will and bequeath to my Daughter, Mary Smith, all the Surface Land being 130 acres of the Fagan farm and # 1000 00 dollars the coal under said farm Excepted with usual Mining Rights and Privileges.

13. The "Fagan Farm" refers to the 100 Acre Parcel as John McAllister's title derived through Michael Fagan. (See Exhibit 9 and 10, Deed from Joseph D. Drunken, et al to Michael Fagan, Deed Book T, Page 305; and deed from Michael Fagan and his wife to Henry Swan, et al, Deed Book GG, Page 197.

14. The third paragraph of John McAllister's Will provides:

Third: I will and bequeath to my Son, John McAllister, ½ of the coal right in the Fagan Farm situate in Jordan Township, Clearfield County, Pennsylvania.

15. Mary Smith was married to Michael Smith who died a resident of Half Moon Township, Centre County, on January 14, 1930.

16. The Ricketts title for the 100 Acre Parcel then derives through a 1937 deed from the Treasurer of Clearfield County to the Clearfield County Commissioners for unpaid 1932, 1933, 1934, and 1935 taxes of property "consisting of 100 acres surface situate in the Township of Jordan purporting to be owned and assessed in the name of Mrs. Michael Smith." (See Exhibit 11: Deed dated December 31, 1937, Clearfield County Deed Book Volume 441, Page 168).

17. In 1943, the County Commissioners then sold lands in Jordan Township "containing 100 A Surf and sold as the property of Mrs. Michael Smith..." to John C. Diehl, the Ricketts predecessor in title. (See Exhibit 12: Deed dated August 23, 1943, Clearfield County Deed Book Volume 441, Page 170).

18. In 1945, John C. Diehl, widower, conveyed to Joseph Radomsky, et al, the interest he had acquired in the 100 Acre Parcel by Exhibit 12. (See Exhibit 13, Deed dated May 12, 1945 at Clearfield County Deed Book Volume 368, Page 253.).

19. In 1949, Joseph Radomsky, et al, conveyed to John C. Diehl the interest they had acquired in the 100 Acre Parcel by Exhibit 13. (See Exhibit 14, Deed dated December 19, 1949 at Clearfield County Deed Book Volume 441, Page 171.).

20. In 1954, John C. Diehl conveyed to Ralph Diehl the interest he had acquired in the 100 Acre Parcel by Exhibit 14. (See Exhibit 15, Deed dated November 1, 1954 at Clearfield County Deed Book Volume 441, Page 174.)

21. Bill Ricketts' parents entered into an Oil and Gas lease with Inter-America Energy, dated May 2, 1975. (See Exhibit 16, Oil and Gas Lease, dated May 2, 1975 at Clearfield County Deed Book 197, Page 578.).

22. A well was drilled on the parcel identified as THE FIRST THEREOF in Exhibit 1 by authority of Exhibit 16, said well being identified as GW-22252. (See Exhibit 17, Well Location Plat showing the Ricketts Farm outlined in yellow and the 100 Acre Parcel outlined in pink.) .

23. The Ricketts had executed a previous lease dated April 28, 1954, with New York State Natural Gas Corporation for only the 100 Acre Parcel (See Exhibit 18: Lease dated April

28, 1954 from John W. and Catherine Ricketts to New York State Natural Gas Corporation, Clearfield County Book 93, Page 306.)

24. On December 14, 2004, Plaintiff Ardent Resources, Inc. entered into a lease with Mrs. Ricketts and her husband for the Ricketts Farm. (See Exhibit 19: Memorandum of Oil and Gas Lease dated December 14, 2004 between Bill A. and Luanne M. Ricketts and Ardent Resources, Inc., Clearfield County Instrument No. 200501583; and Exhibit 20, (Unrecorded) Lease dated December 14, 2004.)

25. John A. McAlister who died testate January 19, 1913, a resident of Ashville, Cambria County, Pennsylvania, was the father of John McAlister, a/k/a John McAllister, who died intestate March 17, 1913, a resident of Clearfield Borough, Clearfield County, Pennsylvania. John McAlister (DOD – 3/17/1913) was survived only by his widow, Sara McAlister and children, Emeline Dougherty, Ella Adams, a/k/a Mary Ella Adams, Esther McAlister, Charles McAlister and William McAlister. (See Exhibit 21, Clearfield County Estate File No. 6012.).

26. Defendant, Sarah Virginia Uselton, daughter of Mary Ella McAlister Adams [daughter of John McAlister (DOD – 3/17/1913)], and her only surviving heir when this case was started (Sara since died 2/16/2008), was vested with Mary Ella's entire interest in the Estate of her father, John McAlister (DOD – 3/17/1913).

27. Paul Dougherty who died in 1973 was a half brother to Defendants, Marilyn Stringfellow, Bernadine Pearce and Eileen Herdina, being a son of Emeline McAlister Dougherty, and was survived by his wife, Defendant, Florence H. Dougherty, who died March

22, 2008, after this case started. (See Exhibit 22, Last Will and Testament of Florence H. Dougherty).

28. Defendants, Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, and Florence H. Dougherty (when this case was started), were daughters and daughter-in-law (Florence), the only living heirs of Emeline McAlister Dougherty Ferguson, who was a daughter of John McAlister (DOD – 3/17/1913), and were then vested with Emeline's entire interest in the Estate of her father, John McAlister (DOD – 3/17/1913).

29. There may be other surviving heirs of John A. McAlister (DOD – 1/19/1913), who may be Martin S. McAllister, a/k/a Martin S. McAlister, Mary Smith, Nancy Litz, the children of Emeline DeWitt, John DeWitt and Mary DeWitt, and the heirs, personal representatives and assigns of all of the above, whose existence and addresses are unknown.

30. Plaintiff, Ardent Resources, Inc., entered into an Oil and Gas Lease with Defendants, Eileen C. Ferguson Herdina, Marilyn T. Ferguson Stringfellow, Sarah Virginia Adams Uselton, and Florence H. Dougherty for the 100 Acre Parcel. (See Exhibit 23, Oil and Gas Lease dated August 1, 2006 at Clearfield County Instrument No. 200709055).

31. Esther McAlister Isham, daughter of John McAlister (DOD-3/17/1913) acquired the interest of Fred J. Thompson and Doris D. Thompson in the coal rights under the 100 Acre Parcel and she is currently assessed with 100 acres coal rights by Clearfield County Assessment Map No. 120-G16-2. (See Exhibit 24, Deed dated December 21, 1949 from Fred J. Thompson, Jr. and Doris D. Thompson to Esther Isham (sic Esther Iham) at Clearfield County Deed Book 403, Page 42, and Exhibit 25, current assessment card.).

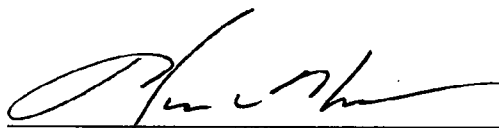
32. Esther McAlister Isham died intestate a widow with no children, 5/24/1980, a resident of Cleveland, Cuyahoga County, Ohio, and her Estate passed 10% each to named heirs (all grandchildren of John McAlister (DOD - 3/17/1913). (See Exhibit 26, Certificate of Transfer from Probate Court of Cuyahoga County, Ohio.).

33. Charles McAlister, son of John McAlister (DOD - 3/17/1913) died intestate never married and never had any children.

34. William McAlister, son of John McAlister (DOD - 3/17/1913) died intestate a widower survived by only a daughter, Billie Jen McAlister, who died intestate never married and never had any children.

35. Defendants stipulate to the admission of the above Exhibits.

36. Kim C. Kesner, Esquire and Laurance B. Seaman, Esquire each reserve the right to supplement these Stipulations prior to the submission of Briefs with the consent of the other.



Kim C. Kesner, Esquire
Attorney for Defendant,
Luanne H. Ricketts



Laurance B. Seaman, Esquire
Attorney for Defendants, Eileen C. Herdina
Bernadine Pearce, Marilyn T. Stringfellow,
Florence H. Dougherty and Sarah V.
Uselton

Date: 6/1/2009

Date: 6/11/2009

①
616 220

This Deed,

Made the FIFTEENTH day of January
in the year nineteen hundred and Seventy Three

Between JOHN W. RICKETTS and KATHRYN RICKETTS, his wife, of the
Township of Jordan, County of Clearfield and State of Pennsylvania,
hereinafter called the GRANTORS,

A N D

BILL A RICKETTS and LUANNE H. RICKETTS, his wife, of the Village of
Berwindale, County of Clearfield and State of Pennsylvania, as ten-
ants by the entireties, hereinafter called the GRANTEEES,

Witnesseth, That in consideration of the sum of TWELVE THOUSAND (\$12,000.00)

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

All those two certain parcels situate in the Township of Jordan,
County of Clearfield and State of Pennsylvania, bounded and described
as follows:

THE FIRST THEREOF:

BEGINNING at a post corner of James Gilligan's land;
thence South, Fifty Two degrees, West, One Hundred
Twenty Six perches, more or less, to a _____;
thence by line of tract warranted to John Brinneman,
South, Thirty Eight degrees, East, One Hundred Sixty
Eight perches, more or less, to a post; thence by
Michael Pagan's land, North, Fifty Two degrees, East,
One Hundred Twenty Six perches, more or less, to a
post; thence by said Gilligan's land, North, Thirty
Eight degrees, West, One Hundred Sixty Eight perches,
more or less, to the beginning.

Containing One Hundred Thirty Two Acres and Forty
Eight perches and the usual allowances. Excepting
and Reserving Thirty Six acres and Eighty Two
perches sold and conveyed to J. C. Weiss by deed
dated December 10, 1915 and recorded in Deed Book
No. 212 at page 64. Leaving a residue of Ninety
Five Acres and One Hundred Twenty Six poles.

EXCEPTING and RESERVING all the coal and other
minerals lying or being in or upon the above described
premises, together with mining rights, surface privi-
leges and waivers of damages as heretofore conveyed to
Michael Gilligan, widower, to Andrew Kennedy by deed
dated September 6, 1954 and recorded in Deed Book 160,
Page 180.

EXHIBIT

1-41245

ALSO EXCEPTING and RESERVING timber as conveyed in agreement from Michael Gilligan to Andrew Kennedy dated March 1, 1904 and recorded in Deed Book 203 at page 383, and as reserved in deed from Michael Gilligan to George H. Zimmerman, dated May 2, 1916 and recorded in Deed Book 215, page 200.

EXCEPTING and RESERVING from the above described premises all that parcel conveyed by the Grantors to William Scott Gallaher and Marie Ricketts Gallaher, and intended to be recorded.

BEING the same premises which John Gallaher et ux. granted and conveyed to John W. Ricketts and Kathryn Ricketts, the Grantors herein by deed dated October 28, 1952 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 424, page 616.

ALSO EXCEPTING AND RESERVING unto the Grantors, John W. Ricketts and Kathryn Ricketts, for the remainder of their natural lives, all of the oil and gas, including the oil and gas bearing stratas in the above described premises, providing, however, that should there be production of oil and gas from the premises herein conveyed, the proceeds from such production shall be divided equally between the Grantors and the Grantees. On the deaths of John W. Ricketts and Kathryn, the said oil and gas, including oil and gas bearing stratas shall be vested in Bill A. Ricketts and Luanne H. Ricketts, their heirs and assigns, forever.

THE SECOND THEREOF:

BEGINNING at a stone corner in a small run; thence by lands of John W. Ricketts, North 55 degrees 51 minutes East, 2128.24 feet to a post and corner on the Dickerman line; thence along the Dickerman line, South, 35 degrees 9 minutes East, 2211 feet to a post and corner; thence South 55 degrees 51 minutes West, 2128.24 feet to a post and corner; thence North, 35 degrees 09 minutes East, 2211 feet to a stone and

corner and place of beginning. One Hundred (100) acres of surface this Deed is intended to convey surface only;

All mineral rights are reserved as fully as in former deeds.

BEING the same premises which Ralph Diehl et ux granted and conveyed to John W. Ricketts and Kathryn Dicketts, the Grantors herein, by deed dated August 22, 1955 and appearing of record in the Office of the Recorder of Deeds of Clearfield County in Deed Book 445, Page 29.

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:

Helen C. Sharck

Bill A. Ricketts
Bill A. Ricketts
Luanne H. Ricketts
Luanne H. Ricketts

This

17th

day of

January 1973

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

This is a conveyance from parents to son and daughter-in-law and is not subject to the provisions of the Pennsylvania Realty Transfer Tax.

And the said grantors will Specially Warrant and Forever Defend the property hereby conveyed.

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

Subscribed and delivered in the presence of

Helen C. Shank } John W. Ricketts (SEAL)
John W. Ricketts (SEAL)
Kathryn Ricketts (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

Certificate of Residence

I hereby certify, that the precise residence of the grantee herein is as follows:
 Village of Bervinsdale, Penna. (R. D. Irvona, Pa.)

Helen C. Shank
 Attorney-in-Fact for Grantee

Commonwealth of Pennsylvania } ss:
 County of CLEARFIELD

On this, the 17th day of January 19 73, before me Helen C. Shank, NP the undersigned officer, personally appeared JOHN W. RICKETTS and KATHRYN RICKETTS, his wife, known to me (or satisfactorily proven) to be the person s whose name s /are subscribed to the within instrument, and acknowledged that they have executed the same for the purpose therein contained.

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

Helen C. Shank
 Notary Public
 My Commission Expires Jan. 7, 1975

Commonwealth of Pennsylvania } 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 executed the same for the purpose therein contained.

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

AFFIDAVIT NO. 1538

My Commission Expires _____

Entered of Record Jan 22 19 73 2:00 Cecil A. Burner Recorder

This Deed,

Made the Twenty Second day of August in the year Nineteen Hundred and Fifty Five;

Between Ralph Dick and Datch Dick (his wife), of Berwicks, Clearfield County, Pennsylvania; GRANTORS HEREAFTER;

A N D

John W. Rickotta and Kathryn Rickotta, Husband and wife as Tenants by the entirety, of Berwicks Clearfield County Pennsylvania; GRANTEES HEREAFTER;

Witnesseth, that in consideration of \$550.00

Five hundred fifty Dollars
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees, &c.,

All certain pieces or parcels of land situated in Jordan Township, Clearfield County and State of Pennsylvania;
Bounded and described as follows:

Beginning at a stone corner in a small run, thence by lands of John W. Rickotta North 55 Degrees 51 Minute East, 2123.24 feet to a post and corner on the Dickerman line; Thence along the Dickerman line South 35 Degrees 09 Minute East 221 feet to a post and corner; Thence South 55 Degrees 51 Minute West 2123.24 feet to a post and corner; Thence North 35 Degrees 09 Minute East 221 feet to a stone and corner and place of beginning 100 acres of surface this deed is intended to convey surface only; All mineral rights is reserved as fully as in former deeds;

That to the within Property became vested in the Grantor by Deed of John C. Dick Dated First Day of November 1954 and Recorded in Clearfield County Deed Book Vol. 441, Page 174, on the 17th Day of March, 1955

And the said grantor do hereby covenant and agree to and with the said grantee is that the grantor, their heirs, executors and administrators Shall and will Quiet and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantee, their heirs and assigns against the said grantor, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof



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

Given and delivered in the presence

EXHIBIT

2-203

L.S.

L.S.

L.S.

L.S.

445 PFF 30
State of Pennsylvania

County of Cambria

On this, the 22nd day of August, 1955, before me
M. W. Northover, Justice of the Peace, the undersigned officer,
personally appeared Ralph Dick and Edith Dick, Husband and Wife,
known to me (or satisfactorily proven) to be the person whose name is
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.

Justice of the Peace

My Commission Expires
Jan. 6th, 1958

I hereby certify that the precise residence of the grantee or grantees is:

R. D., Berwinstale, Pa.

Entered of Record A.D. 23 1955, 9:52 A.M. Dick Read, Recorder

This Deed,

Made the Twentieth day of April in the year Nineteen
Hundred and Fifty five

Between E. M. Hays of Pike Township, Curwensville, in the County of
Clearfield and State of Pennsylvania, Grantor,

AND

Martin J. McCartney and Alice A. McCartney, his wife of Penn Town-
ship, Crampian R.D., in the County of Clearfield and State of
Pennsylvania, Grantees.

Witnesseth, that in consideration of the sum of One (\$1.00),

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

All that certain piece of land situated in Penn Township, Clearfield
County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in lands of E. A. Irwin
road through Mill Town North West to intersection of Legislative Route
17028 and Township road up Bell Run, thence; by Township road North
West to lands of Charles Wall, thence; by lands of Charles Wall East
to lands of E. A. Irwin Estate, thence; by lands of E. A. Irwin Estate
down Bell Run to place of beginning.

BEING a part of the premises conveyed to E. M. Hays
Grantor, herein by Clarence Mahlon and John Mahlon by their Deed
dated November 23rd 1953, and recorded in the Register and Records
Office in Clearfield County, Pennsylvania, in Deed Book No. 452
Page 544.

Dees 38/399

595

Deed.

This Indenture,

Miney John Swan
To

John McAllister

Made the first day of September in the year

Lord one thousand eight hundred and eighty two

Henry Swan & Lucinda D. Swan, his wife

John Swan Jr. and Elizabeth J. Swan, his wife

Jordan Township, Clearfield County, Pennsylvania

of the first part, and John McAllister of the township, County and

of the second part: Witnesseth, that the said parties of the first part
for and in consideration of the sum of Six hundred and

dollars

of America well and truly paid by the said party of the second part to the

parties of the first part at and before the sealing and delivery of these presents

is hereby acknowledged, Have granted, bargained, sold, aliened, conveyed, released,

these presents do grant, bargain, sell, alien, convey, release, convey and confirm unto the said

second part his heirs and assigns. All that

piece of land situated in Jordan Township, Clearfield County

State of Pennsylvania bounded and described as follows to wit

beginning at a post corner of Michael Gibson land; thence

South one hundred and twenty six perches more or less

to a post corner of Gilligan's land; thence by Gilligan's land

South one hundred and sixty eight perches more or less

to a post, thence South 52 west one hundred and twenty six

perches more or less to a post, thence by track warranted to Daniel

Smith North 38 west one hundred and sixty eight perches more or less

to the place of beginning. Containing one hundred and twenty six

and fifty nine perches and allowance, being part of a larger tract

name of Daniel Smith and patented to Henry Drinker. And

the said piece of land conveyed by Michael Fagan and wife by

bearing date the 24th day of February AD 1869, recorded in the office

of recording Deeds in and for Clearfield County in the 26th day

of September AD 1870 in Deed Book 55 page 197 to Henry Swan

John Swan Jr. the grantors herein named defendant said deed being

the chain of title well known fully out at large appear.

The Deed is made in pursuance of a written contract for the

sale of the said piece of land made by the grantors and selling

the same to the present grantee, dated the 13th day of August

1872; but no deed having been made for the same this deed

therefor made to complete the chain of title

EXHIBIT

3-275

Together with all and singular the tenements

hereditaments and appurtenances to the same belonging or in any wise appertaining, and the

remainder, rents, issues and profits thereof,

And also all the estate, right, title, interest, property

claim and demand whatsoever, to have law and equity of the said parties of the first

parties in and to the said premises and every part and parcel thereof

To Have and to Hold the said premises with all and singular

the appurtenances,

unto the said party of the second part his heirs and assigns, to ^{use} the only proper use, and behoof of the said party of the second part his heirs and assigns forever.

And the said Henry Swan & John Swan for
their heirs, executors and administrators, do by these presents covenant, grant and agree, to and with the said party
of the second part, his heirs and assigns,
that they the said Henry Swan & John Swan for their
heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned and intended to be
with the appurtenances, unto the said party of the second part, his
heirs and assigns, against the said party of the first part
and their heirs, and against all and every other person or persons

whomsoever lawfully claiming or to claim the same or any part thereof. *By John W. Wells, Clerk of said Court.*
H. Wells SHALL and WILL WARRANT and forever DEFEND.

In Witness Whereof, the said part is of this first and to these presents date: hereunto

set 100 hand : and seal : ~~Dated~~ the day and year first above written.

Sealed and delivered
in the presence of

per R Thompson
G R Bennett

Written. Harry Elmer 1888
 Lucinda E. Elmer 1888
 Mrs. Elmer 1888
 Col. S. A. Elmer 1888

Received the day of the date of the within foregoing Indenture of the said party of
the second part the sum of the consideration in full with this date contained &
appear by receipts on the articles &c.
Joseph Thompson
L. W. Stewart
H. S. Green
J. M. Green

James Thompson
Lieutenant

Whiteoxygenianus }
Greenoxygenianus }

On the first day of September, at the Court of
thousand regular husbands and rightly before me the said Justice
of the Peace appeared for said County, namely the above named Henry Jones
and second a. H. Jones and John Swan, Jr. and Elizabeth J. H. Jones
and they acknowledged the above Indenture to be their act and deed, and desiring
the same might be recorded as such, unto the said Recorder Elizabeth J.
being of full age and separate and apart from their husbands and
Examiners and the full contents of said Indenture being by me made
known to them declared upon such separate examination that they
did voluntarily and of their own free will and accord sign, seal
as their act and deed return the said Indenture with me, my clerk
or Comptroller of the said Court and Seal. J. R. Thompson Clk.

I hereby Certify that the above Deed was duly

Recorded *W. p. 25* A. D. 1886

Geo M. Thompson Recorder.

105 1007
NAME: 1400 USE

PROPERTY ADDRESS ROUTE-17022 OFF

LOCATION: FRONTING
NEIGH/SPOT RESID
CONDO TYPE CONDO LVL 1
PARCEL TIE BACK
'LANDISC' FRAME NO:

DEPTH	ACTUAL	EFFECTIVE
FACTOR	UNIT PRICE	UNIT PRICE
1	1.00	1.00
2	1.00	1.00
3	1.00	1.00
4	1.00	1.00
5	1.00	1.00
6	1.00	1.00
7	1.00	1.00
8	1.00	1.00
9	1.00	1.00
10	1.00	1.00
11	1.00	1.00
12	1.00	1.00
13	1.00	1.00
14	1.00	1.00
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16	1.00	1.00
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93	1.00	1.00
94	1.00	1.00
95	1.00	1.00
96	1.00	1.00
97	1.00	1.00
98	1.00	1.00
99	1.00	1.00
100	1.00	1.00

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TOTAL LAND VALUE	32300
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OWELLING DATA & COMPUTATIONS

STORY HEIGHT/ATTIC

PERCENT GOOD

UTHER BUILDINGS & YARD

ACN

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TOTAL QB&Y

TOTAL OTHER IMPROVEMENT

EXHIBIT

NUMBER	DATE	AMOUNT
BUYING PERMIT RECORD		

NARRATIVE

ADDITIONS	ENTRANCE CODE	PARTIAL
	5	
	832	

05706787

10

COST VAL 32300

RSN#3-10/20/88-BQ

CLEARFIELD COUNTY, PA

VALUES	LAND	BLOG	TOTAL
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APPRAISAL

CURRENT ASSM

WFLA
KALBE

32300

80755

FIRST ENTRY 1850

Johnston Robert

100 at 150 per acre
1 yoke oxen 30
2 horses 16
Saw Mill 25

Johnston Robert

150 at 150 per acre 225
1 yoke oxen 30
2 horses 16

Jordan John

100 at 150 per acre 150
1 horse 30
1 cow 8

William John

50 at 200 per acre 100
2 horses 30
1 cow 8

1650
000008

John Liddel Robert

70 at 200 per acre 140
1 yoke oxen 30
2 horses 14
Saw Mill 10

James Charles H.

150 at 150 per acre 225
1 yoke oxen 30
2 horses 16
Saw Mill 10

McAllister John

100 at 150 per acre 150

Morrison James

100 at 100 per acre 100
Saw Mill 12

McDonald Donald

100 at 150 per acre 150
100 at 150 per acre 150
715

9

[illegible]

0000
1843

7-2095
EXHIBIT

LAND		NAME OF TAXPAYER		VALUATION	
Timber	Cleared	Personal Property	Real Estate	Money at Interest	Other Taxable
					900
					75
					100
					200
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1914

Smith-Kouri

Johnson 9-2

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Smith A Blair

Far

1 Horse

2 cows

40

40

100

100 a Sm Mr. Michael Smith
from John McClellan Jr.

300

Stewart's former
Mm

100

EXONERATED
DEC 23 1915

Swatow's Sherman
Mm

100

EXONERATED
DEC 23 1915

1 male dog

000050

0000977

Last Will and Testament

OF

John McCallister

Date of *Attnville 13th*

Deceased.

Proved and filed

July 11th

19*13*, and recorded in Will Book

9

page *138*

Register.

9-238

EXHIBIT

8 - 13 pgs

I, John McAlister, of Ashville Ford,
County of Clarke and State of Pennsylvania,
being of sound mind, memory and understanding, do make and publish this, my
last Will and Testament, hereby revoking and making void all former Wills by
me at any time heretofore made.

First I desire that all my just debts and
funeral Expenses be paid.

2nd I will and bequeath to my grand children
John Dewitt and Mary Dewitt Each one
Thousand $\$1000.⁰⁰/₁₀₀$ dollars.

Third I will and bequeath to my son John McAlister
One half of the Coal Rights in the Hagan
Farm Situate in Jordan Twp. Clearfield
County Pa.


Fourth I will and bequeath to my daughter
Mary Smith all the Surface Land being
130 Acres of the Hagan Farm and
One Thousand $\$1000.⁰⁰/₁₀₀$ dollars the coal
under said farm Excepted with usual
Mining Rights and Privileges.

Fifth I will and bequeath to my daughter Nancy
Children she being Nancy Wife Harman
 $\$500.⁰⁰/₁₀₀$ To be Equally Divided among them

be it hereby understood that should the above
named John Dewitt not be found within five
years from the date of my death I desire
and request that his share One Thousand
dollars be paid to his sister Mary Dewitt.

I do hereby make, constitute and appoint Jamies McCham of
Jourdun Township Clearfield Co Pa
to be Executor of this my last Will and Testament.

In Witness Whereof, I, John McAlister, t
Testator above named, have hereunto subscribed my name and affixed my seal
the Twenty Seventh day of July in the year of o
Lord one thousand nine hundred and Eight

John McAlister 

Signed, sealed, published and declared by the above named John
McAlister as and for his last W
and Testament, in the presence of us, who have hereunto subscribed our names.
his request as witnesses thereto in the presence of the said Testat
and of each other.

Archie W. Kerumbin
E. C. Berry

And I hereby appoint James M. Gehan
Executor of my Estate & Resident of
Jordan Township Clearfield County Pa.

STATE OF PENNSYLVANIA.

COUNTY OF CAMBRIA.

SS:

Before me, Sherran Tibbott, Register
of the Probate of Wills and granting Letters of Administration in and for said
County, personally came J. J. Rhody and Dr. L. H. Krumbine
the subscribing witnesses to the foregoing Will & Testament who being
duly sworn according to law, do depose and say that they were
present and saw and heard John M^cAlister the
within-named testator, sign, seal, publish, pronounce, and declare the foregoing
instrument of writing as and for his last Will
and Testament, and at the time of so doing he was of sound mind, memory,
and understanding, to the best of their knowledge, observation and belief.

Sworn and subscribed.

this 11th day of July

A. D. 1913.

Sherran Tibbott Register.

J. J. Rhody
Dr. L. H. Krumbine

STATE OF PENNSYLVANIA, }
County of Cambria. } SS:

Before me

Sherman Tibbott

Register for the Probate of Wills and granting Letters of Administration in and for
said County; personally came the within named

Charles H. McAlister

who being duly *Sworn* according to law do ~~la~~ depose and say that as
Administrator ~~of the~~ *testamentary* ~~of~~ the estate of *John McAlister*
late of *Ashville Borough* Cambria County, deceased, ~~he~~ will
well and truly administer the goods and chattels, rights and credits of the said de-
ceased, according to law, and also will diligently and faithfully regard and well
and truly comply with the provisions of the law relating to collateral inheritances.

Sworn and subscribed } *Charles H. McAlister*
11th day of *July* A. D. 19*13* }

Sherman Tibbott
Register

Know All Men By These Presents:

THAT WE

are held and firmly bound unto the Commonwealth of Pennsylvania, in the sum of Dollars, lawful money of the United States, to be paid to the said Commonwealth for the use of the parties interested in the estate of

late of Cambria County, deceased. To which payment well and truly to be made, we bind ourselves, jointly and severally, for and in the whole, our heirs, executors and administrators, and each and every one of them, firmly by these presents. Sealed with our seals. Dated the day of in the year of our Lord one thousand nine hundred and

The Condition of This Obligation Is: That if the above bounden

Administrat of all and singular the goods, chattels and credits of deceased, do make, or cause to be made, a true and perfect inventory of all and singular the goods, chattels and credits of the said deceased, which have come, or shall come to the hands, possession or knowledge of the said

or in the hands and possession of any other person or persons for and the same so made do exhibit, or cause to be exhibited, into the Register's Office, in the County of Cambria, within thirty

THE COMMONWEALTH OF PENNSYLVANIA, }
County of Clearfield, Cambria. } SS:

Personally appeared before me, Register for
the Probate Wills and granting Letters of Administration in and for said county
..... who being duly
according to law, doth depose and say that
late of said county, deceased died at
..... on or about day, the
day of A. D. 19, at o'clock, M., of said day
to the best of knowledge and belief.

Subscribed and before me
this day of A. D. 19
.....
Register.

44-11627

\$500.00

EXECUTOR'S BOND

ADMINISTRATOR'S BOND

ESTATE OF

John McAlister, Deceased.

Ashville, Clearfield, Pa.

Filed July 11th 1913

EXECUTOR'S BOND ADMINISTRATOR'S BOND.

KNOW ALL MEN BY THESE PRESENTS:

Charles H. McAlister and
THAT WE *The Maryland Casualty Company of Baltimore, Md.*
 of Clearfield County and Commonwealth of Pennsylvania, are held and firmly bound unto the Commonwealth of Pennsylvania, in the sum of *Five hundred* Dollars, lawful money of the United States, to be paid to the Commonwealth, to which payment well truly to be made and done, we bind ourselves, jointly and severally, for and in the whole, our and each of our heirs, executors and administrators, firmly by these presents, sealed with our seals and dated at Clearfield, the *Ninth* day of *July*, A. D. 19*12*.

The Condition of this Obligation is, That if the above bounden *Charles H. McAlister*
Administrator cum testamento annexo ~~Administrator~~
 of all and singular the goods, chattels and credits of *John McAlister, deceased*
 do make, or cause to be made, a true and perfect inventory of all and singular the goods and chattels, rights and credits of the said deceased, which have come or shall come, into the hands, possession or knowledge of the said *Charles H. McAlister*
 or in the hands or possession of any person or persons for *me* and the same so made, do exhibit or cause to be exhibited into the Register's office in the County of *Clearfield*, within thirty days from the date hereof, and the same goods, chattels and credits, and all other goods, chattels and credits of the said deceased, at the time of his death, or at any time hereafter shall come into the hands or possession of the said *Charles H. McAlister*.

or into the hands and possession of any other person or persons for *me* do well and truly administer according to law; and further to make, or cause to be made a just and true account of *my* administration, within one year from the date hereof or when thereto legally required; and all the rest and residue of said goods, chattels, rights and credits which shall be found remaining upon the said Administrator's accounts, the same being first examined and allowed by the Orphan's Court of the County, having jurisdiction, shall deliver and pay unto such person or persons as the said Orphans' Court, by their decree or sentence, pursuant to law shall limit or appoint, and shall well and truly comply with the laws of this Commonwealth relative to collateral inheritance, if it shall hereafter appear that any last Will and Testament was made by said deceased, and the same shall be proven according to law, if the said *Charles H. McAlister*.

being hereunto required, do surrender the said Letters of Administration into the Register's Office aforesaid, then this obligation to be void; otherwise to remain in full force. *Charles H. McAlister (Seal)*

Attest
Sherran Libbott
as Secy. C. of M.

By *John C. Disher* (SEAL)
 Attorney-in-Fact (SEAL)

Countersigned by (SEAL)
A. M. Livingst (SEAL)

CALBRIA
 CLEARFIELD COUNTY, SS:

You
 do that as Administrator of the estate of
 deceased, you will well and truly administer the goods and chattels, rights and credits, which were of said deceased, according to law.

Subscribed and before me
 this day of A. D. 19

Register.

To Sherman Tibbott, Esq., Register
of Wills of Cambria County, Penn-
sylvania.

I, Mary Smith, daughter of John McAlister of Ashville
Borough, Cambria County, Pennsylvania, deceased, do hereby
renounce all my right to act as Executor under the will of
said deceased, and request that you appoint Chas. H. McAlister
of Clearfield Borough, Clearfield County, Pennsylvania, Executor
of said will.

Witness my hand this 24 day of June A.D. 1913.

Witness

Michael Smith

Mary Smith

To Sherman Tibbott, Esq., Register
of Wills of Cambria County, Penn-
sylvania.

Being appointed an Executor under the will of John McAllister
of Ashville Borough, Cambria County, Pennsylvania, deceased, I do
hereby renounce my right to act, and refuse to take upon myself
the burden of the execution of said will.

Witness my hand this Twentieth day of June, A.D. 1913

Witness,

Edw. Hedinger

James McKahan

#972-2

Certificate of Death

of

Paul McNeister
deceased

City of Asheville Borough

Filed July 11th 1913

9-45

State of Pennsylvania. }
County of Cambria. } ss:

Before me, Sherman Tibbitts, Register,
of the Probate of Wills, and granting Letters of Administration in and for said
County, Personally came Charles H. McAlister who, being
duly Sworn according to law, doth depose and say that
John McAlister late of the Borough of
Beholdy in said County of Cambria, died on or about the
19th day of January, 1913, at about 10:30
o'clock, A. m., testate, leaving to survive him no widow
who resides in _____

_____ of _____, and the following named
Children & Grand Children, viz:
Martin S. McAlister son Ashtabula Pa.
Mary Smyth Daughter Berwinsdale Clearfield Co. Pa.
Nancy Litz Daughter Davis West Virginia
John Dewitt Grand son residence unknown
Mary Dewitt Grand daughter Davis West Virginia
Children of Emeline Dewitt a daughter of decedent.
Emeline Dougherty Grand daughter Clearfield Pa.
Charles H. McAlister Grand son Clearfield Pa.
Ells Paulsbury Grand daughter Clearfield Pa.
William McAlister Grand son Clearfield Pa.
Ether McAlister Grand daughter Clearfield Pa.
Children of John McAlister a son of decedent.

Sworn _____ and subscribed _____
before me this 11th
day of July, 1913.
Sherman Tibbitts
Register, Etc.

Charles H. McAlister

being first made known to her, declared that she did voluntarily and of her own free will and accord, deal and as her act and deed, deliver the said Indenture without any coercion or compulsion, on the part of her husband. In Testimony Whereof I have hereunto set my hand and seal the day and year aforesaid

Sol. Kammerschlag J.P. 1861

Entered 18th March 1861

Recorded and compared by

James Wrigley

Recorded

DEED This Indenture, made the twenty fourth day of Septe in the year of our Lord one thousand eight hundred and
 Between Joseph D. Drinker and Eleanor his wife and Henry Clarke of Cincinnati in the State of Ohio and Mary his wife, by their atty in fact Edw Shoemaker, duly constituted and appointed by letter of attorney dated the 4th day of September Anno Domini 1861.
 Michael Fagan Recorded in Columbia Co in Deed Book Vol 13. and in Claridge County in Deed, Co. portion of the first part and Michael Fagan of the other part. Witnesseth, that the said Joseph D. Drinker and Eleanor his wife and Henry Clarke and Mary his wife for and in consideration of the sum of One hundred and forty eight dollars and seventy five cents lawful money of the United States of America, unto them well and truly paid by the said Michael Fagan at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed, released and confirmed, and by these presents do grant, bargain, sell, alien, convey, release and confirm unto the said Michael Fagan his Heirs and assigns All that certain tract or piece of Land Situate in Jordan Township Claridge County Penna bounded and described as follows: Beginning at a Post corner of Michael Fagan's land, thence North fifty two degrees East one hundred and twenty six perches more or less to a Post on James Gilligan's land, thence by said land South thirty eight degrees East one hundred and sixty eight perches more or less to a Post, thence South fifty two degrees East one hundred and twenty six perches more or less to a Post, thence by tract warranted to Daniel Levy North thirty eight degrees West one hundred and sixty eight perches more or less to the beginning containing One hundred and twenty four acres and fifty nine perches and the usual allowance of six percent for Roads etc being part of a larger tract surveyed on a warrant dated 21st Decr A.D. 1792 and granted to Daniel Smith and patented by the Commonwealth of Penna &c. D. 1800 to Henry Drinker. Surveyed in Pat. Book 2046 Page 269 and of which land inter alia, the said grantors herein before named, by the laws and usage of the State of Penna became seized in fee. Together with all and singular the Buildings Ways, Waters, Water courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever the same then claiming or in any wise appertaining, and the Reversions and Remainders, Rents, Issues, and Profits thereof, and all the estate, right, title, interest, property, claim, and demands whatsoever in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof. To Have and To Hold the said Land Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances unto the said Michael Fagan his Heirs and assigns to and for the only proper use and behoof of the said Michael Fagan his Heirs and assigns forever. And the said Joseph D. Drinker and Eleanor his wife and Henry Clarke and Mary his wife their Heirs, Executors and Administrators, do by these presents, covenant, grant and agree to and with the said Michael Fagan his Heirs and assigns, that they the said Joseph D. Drinker and Eleanor his wife and Henry Clarke and Mary his wife their Heirs, all and singular the Hereditaments and Premises herein above described and granted, or mentioned, and intended so to be, with the Appurtenances, unto the said Michael Fagan his Heirs and assigns, against them the said Joseph D. Drinker and Eleanor his wife and Henry Clarke and Mary his wife their Heirs, and against all and every other Person or Persons then or hereafter claiming or to claim the same or any part thereof, by force, or under them, or any of them their and their Heirs and forever defend. In Witness Whereof, the said Parties to these presents have hereunto interchangeably set their hands and seals, Dated the day and year first above written.

E. J. Waters
 H. A. Shoemaker

Joseph D. Drinker
 Eleanor Drinker
 Henry Clarke
 Mary Clarke
 Edw Shoemaker

EXHIBIT

Given on the day of the date of the above Indenture of the above named Michael Hogan the sum of two hundred and forty eight dollars and seventy five cents the consideration in full for the use of my constituents

Edw. Shoemaker

Columbia County ss:

Personally appeared this 24 day of September A.D. 1861 before the undersigned one of the Justices of the Peace in and for said County, Edward Shoemaker and in due form of law acknowledged the above Indenture to be as well his own act and deed as the act and deed of Joseph D. Brinker and Eleanor his wife and of Henry Clark and Mary his wife, done and executed by virtue of a power of attorney for the purpose granted and which is in the said Indenture recited and deemed the same might be recorded as such. In witness Whereof I have hereunto set my hand and seal the day and year above written

Entered 18th March 1861

Recorded and compared by

James Norrigan

Recorder

Deed
between Andrew C. McKinney
and wife
and
Reuben A. Nieman
and
James L. Cook
for a lot of
ground in the
Township of New
Washington

This Indenture, made the First day of June in the year of our Lord one thousand eight hundred and sixty, Between Andrew C. McKinney and Elizabeth W. his wife of the Borough of Lock Haven County of Clinton and State of Pennsylvania of the one part and Reuben A. Nieman and James L. Cook both of Clarifield County and State aforesaid of the other part. Witnesseth, That the said A. C. McKinney and Elizabeth W. McKinney his wife, for and in consideration of the sum of Six thousand dollars lawful money of the United States of America, unto them well and truly paid by the said Reuben Nieman and James L. Cook at and before the sealing and delivery of these presents, the Receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed, released and confirmed, and by these presents do grant, bargain, sell, alien, convey, release and confirm unto the said Reuben Nieman and James L. Cook and their heirs and assigns, all that certain lot of ground situate in the Town of New Washington in the Township of Bernside in the County of Clarifield and State aforesaid bounded and described as follows to wit: Beginning at a post on Washington Street thence by said Street South eighty six degrees West, one hundred and eighty feet to a post, thence by lands of Samuel Sobring South one and three fourth degrees West, Two hundred feet to a post, thence by an alley South eighty eight degrees East one hundred and eighty feet to a post, thence by Rock Street North one and one fourth degrees West, two hundred feet to the place of beginning containing one hundred and twenty (120) perches of land West Measure being the same lot of ground conveyed to A. C. McKinney by Samuel Sobring and Elizabeth his wife by their deed dated the twenty seventh day of March A.D. 1851 Recorded in Deed Book R. in Clarifield County Page 19 reference being thereunto had the same well more fully and at large appear, together with all and singular the Improvements ways, Waters, Water courses, Rights, Liberties, Privileges, Easements and Appurtenances whatsoever, Tenements belonging or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the estate right, title, interest, property, claim and demand whatsoever of them the said A. C. McKinney and Elizabeth W. his wife in law, equity or otherwise howsoever, of, in, and to the same and every part thereof Together with the right of taking and using the water necessary for the purpose from the Spring now on Washington Street. -- To Have and To Hold the said lot of ground Easements and Premises hereby granted, or made, and intended to be her with the appurtenances, and improvements unto the said Reuben Nieman and James L. Cook and their heirs and assigns, to and for the only, full use and behoof of the said Reuben Nieman and James L. Cook and their heirs and assigns for ever. And the said A. C. McKinney and Elizabeth W. his wife for themselves their heirs, Executors and Administrators, doth by these presents, covenant, grant, and

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DEED.

Michael Dugan wife

To

Henry Smiss and
John Smiss (sons)

This Indenture,

Made the twenty fourth day of February in the year of our
Lord one thousand eight hundred and sixty nine Between

Michael Dugan and Elizabeth his wife

of the first part, and Henry Smiss and John Smiss full parties all of Lehigh Township
Lehigh County Pa.

of the other part: Witnesseth, That the said Michael Dugan and Elizabeth his wife

for and in consideration of the sum of Three thousand

dollars

lawful money of the United States

of America, unto them well and truly paid by the said Henry Smiss and John Smiss (sons)

at and before the sealing and delivery of these presents, the receipt

whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by

these presents do grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said Henry Smiss and

John Smiss, their heirs and assigns, All that certain tract

of land situated in Lehigh Township Lehigh County Pa. bounded and

described as follows: Beginning at a Post corner of Michael Wilsons said home

North fifty two degrees East One hundred and twenty six perches more or less to a Post

on James Killigans Land thence by Killigans Land South thirty eight degrees East One

hundred and sixty eight perches more or less to a Post corner South fifty two degrees

West One hundred and twenty six perches more or less to a Post thence by tract warranted to

Samuel Smiss North thirty eight degrees East One hundred and sixty eight perches more or less to

the beginning containing One hundred and twenty four Acres and fifty nine perches and

the usual allowance of two per cent for Roads &c. Being part of a larger tract surveyed

and warranted dated 21st Dec 1842 granted to Daniel Smith and patented by

the Commonwealth of Penna AD 1850 to Henry Dinker Enrolled in Pat. Book No 44

page 267 and of which Land inter alia the said Grantors hereinbefore named by the

saws usage of the State of Penna became seized in full. The said deed is Entered in the

office of the Bureau of deeds &c in and for said County on the 15th day of March AD 1856 and

Recorded in Deed Book "D" page 300 and 301

Together with all and singular, the Buildings and Improvements, ways, roads, water courses, rights, liberties,
privileges, hereditaments and appurtenances, whatsoever therunto belonging or in any wise appertaining, and the reversion?
and remainders, rents, issues and profits thereof.

And all the estate, right, title, interest, property,
claim and demand whatsoever, of Law equity or otherwise Howsoever of in and to
the same and every part thereof.

EXHIBIT

10 - 2pgs

~~We have and to hold~~ ~~the said~~ ~~lands~~ ~~and~~ ~~improvements~~ ~~hereditaments~~ ~~and~~ ~~premises~~ ~~hereby~~ ~~granted~~ ~~or~~ ~~mentioned~~ ~~and~~ ~~intended~~ ~~sole~~ ~~to~~ ~~be~~ ~~with~~

the appurtenances,
unto the said Mississippi and John Brown, full
heirs and assigns, to and for the only proper use, and behoof of the said Mississippi and John
Brown (full) heirs and assigns forever.

And the said Michael Dagen and Elizabeth his wife their
heirs, executors and administrators, do by these presents covenant, grant and agree to and with the said Henry Dagen
and John Dearnly (Jr)
that they the said Michael Dagen and Elizabeth his wife their
heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be
with the appurtenances, unto the said Henry Dagen and John Dearnly (Jr)
heirs, and assigns, against these the said Michael Dagen and Elizabeth his
wife their
heirs, and against all and every other person or persons,
whosoever lawfully claiming or to claim the same or any part thereof, by force or under them or any of them
SHALL and WILL WARRANT and forever DEFEND.

In Witness Whereof, the said parties _____ to these presents have hereunto
interchangeably set their hand and seals. Dated the day and year first above written.

Sealed and Delivered
in presence of us } Michael Gibson
 } Thos. Smith

Michael Hager
Elizabeth Hager


Received the copy of the act of the within or foregoing Indenture of the within named Henry Swarr and John Swarr (jun) the sum of three thousand dollars being the amount in full of the consideration money therein mentioned

Witness Present
Michael Gilson

Michael Fragen

On the second day of March A.D. 1869 before me, the subscriber one of the Justices of the Peace in and for said County Michael Fogar and Elizabeth his wife personally appeared the above-named Michael Fogar and Elizabeth his wife and in due form of law acknowledged the above instrument to be their act and deed and in and to the same night be recorded as such. And the said Elizabeth ^{his} Fogar being of full age and separate and apart from said husband by me then ^{and} privately examined, and the full contents of the above deed being by me first made known unto her did she upon declare and say that she did voluntarily and of her own free will and accord sign and seal and as her act and deed deliver the above written Indenture deed or conveyance without any coercion or compulsion of her said husband. Witness my hand and seal the day and year aforesaid.

Witness
Michael Hagen
Miss Smith

Pross Smith 

I hereby Certify that the above Deed was duly stamped with U. S. Revenue
Stamps, as required by law. Recorded September 26 A. D., 1870

all Recorder

Deed

To All to Whom These Presents Shall Come:

I, H. F. BIGLER, Jr., Treasurer of the County of Clearfield, Pennsylvania, send Greetings:

Whereas the Tax Collector of Andover Township has made return to the County Commissioners of the County of Clearfield, Pennsylvania, of unpaid taxes for the years 1932, 1933, 1934, 1935 on a certain piece of seated land, consisting of 100 Acres or more

situate in the Township of Andover purporting to be owned and assessed in the name of Mrs. William Smith

And Whereas, the said owner or owners have neglected or refused to pay said taxes, which said property was rated, charged and assessed according to the laws of this Commonwealth with the payment of said taxes for the years 1932, 1933, 1934, 1935, and amounting in all to the sum of ninety and forty nine cents for all taxes, interest and penalties due, unpaid, and returned for the years above mentioned.

And Whereas, the said Treasurer, in pursuance of the several Acts of Assembly in such case made and provided, having given due legal notice of the time and place of sale of said seated land and property, the taxes for which as aforesaid were returned, and no person having paid said taxes, interest and penalties so rated, charged and assessed upon said tract of land and property and the costs accrued thereon,

And Whereas, the taxes, penalties, interest and costs remaining unpaid, I, H. F. BIGLER, Jr., Treasurer of the County of Clearfield, aforesaid, commenced the sale of said tract of land, among others, on the ninth day of November 1936, at the Court House in the Borough of Clearfield, County of Clearfield, and State of Pennsylvania, by public vendue and outcry, and on the twelfth day of November 1937 last past, an amount sufficient to pay said taxes, interest, penalties and costs not being bidden, the said property was purchased by the County Commissioners of the County of Clearfield, aforesaid.

And Whereas, the said Treasurer having made report of said sale and return to the Court of Common Pleas of Clearfield County, Pennsylvania, on ninth December 1937 last, (being the first Term of Court of Common Pleas of Clearfield County next succeeding said sale) which said report and return has been confirmed absolutely.

EXHIBIT

11-2933

Now Known As,

That I, E. F. BIGLER, Jr., Treasurer of the County of Clearfield aforesaid, for and in consideration of the sum of ninety and dollars and forty cents, being the amount of said taxes, interest, penalties and costs, have granted, bargained and sold and by these presents do grant, bargain and sell unto the said County Commissioners of the County of Clearfield, Pennsylvania, their successors and assigns all the aforementioned tract of land situate in the Township of Greensburg, County of Clearfield, Pennsylvania, described as follows: 100 Acres more or less

according to the form, force and effect of the several Acts of General Assembly of the Commonwealth of Pennsylvania relating to the sales of seated lands for the payment of taxes, and subject to the redemption allowed by law.

IN WITNESS WHEREOF, I, the said E. F. BIGLER, Jr., Treasurer of the County of Clearfield, Commonwealth of Pennsylvania, have herunto set my hand and seal the 31st day of December, 1937.

Sealed and delivered in the presence of

Wm. C. Cress

E. F. Bigler, Jr.

(SEAL)
E. F. BIGLER, JR.

STATE of PENNSYLVANIA
COUNTY of CLEARFIELD

SS:

AT a Court of Common Pleas held at Clearfield, Pa., on the 3rd day of March in the year of our Lord, one thousand nine hundred and thirty-eight before the Judge of the said Court, E. F. BIGLER, Jr., Treasurer of the County of Clearfield, Pennsylvania, appeared in his proper person, in open Court, and acknowledged the foregoing deed-poll to be his act and deed, pursuant to the several Acts of Assembly, in such case made and provided. Recorded in Docket No. 133, page 7.

In Continuing Affirmant, I have herunto set my hand and seal of said Court the day and year aforesaid.

Wm. C. Cress
PROthonotary

Entered of Record Mar 24 17 1938, 2125 PA, Dick Reed, Recorder

WE, W. V. CARR, IRA JAY AND J. O. KESSLER, COUNTY COMMISSIONERS OF THE
COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA, SEND GREETING:

Whereas, the County Commissioners of said County of Clearfield, in pursuance of the several Acts of Assembly in that
behalf made and provided, at a County Treasurer's sale of _____-sected land, for taxes, made on the _____ day of
November _____, 1937, did purchase all that certain parcel of _____-sected land, situate in _____
Township of _____ County and State
aforesaid, containing _____ 160 A., _____
and add as the property of _____ Mrs. Michael Smith.

there having been no bid made by any person sufficient to pay taxes, interest and costs.

And Whereas, the then County Treasurer of Clearfield County did make a deed to the County Commissioners, and
to their successors in office, for the aforesaid parcel of land, subject, however, to the right of redemption granted by law; and
the said parcel of land so purchased has remained unredeemed, for the period designated by law.

And Whereas, W. V. Carr, Ira Jay and J. O. Kessler, said County Commissioners, having given due and timely notice,
according to the several Acts of Assembly in relation thereto, of their power to sell, and of the time and place of sale, and all
such matters as are required by law, did agreeably to law, on the _____ day of _____, 1943, expose
for public sale by public vendee or outcry, in Court Room No. 1 at the Court House at Clearfield, aforesaid, the aforesaid tract
land, and the aforesaid County Commissioners sold the whole of the aforesaid parcel of land to _____
John C. Ditchel

_____ for the sum of \$102.00, lawful money of the United States,
he _____ being the highest bidder, and that the highest and best price bidden for the same.

Now, Know Ye that we, the said W. V. Carr, Ira Jay and J. O. Kessler, County Commissioners aforesaid, in con-
sideration of the premises and of the aforesaid sum of \$102.00 _____ in hand paid by the said _____
John C. Ditchel

_____, the receipt whereof is hereby acknowledged, do hereby grant and convey, to the
said _____ John C. Ditchel

_____ and to _____ heirs
successors and
assigns, according to the laws of the Commonwealth of Pennsylvania in such cases made and provided, for all such estate,
right, title and interest as has been acquired by the first above mentioned purchase from the County Treasurer of the County
of Clearfield, and as we, the said County Commissioners, have a right to convey, all that above mentioned and described
parcel of land situate in _____ Township _____, with the appurtenances;

On Here and to hold the aforesaid parcel of land for all such estate, right, title and interest as the said County
Commissioners of the County of Clearfield have a right to convey, unto the said grantee _____, and to _____ heirs
successors _____ and assigns, to and for the only proper use and behoof of the said grantee _____ and to _____ heirs
successors _____ and assigns, forever.

In Witness Whereof, we, the said County Commissioners of Clearfield County, have hereunto set our hands and
caused the official seal of said County, duly attested, to be affixed, this _____ day of _____, 1943.



W. V. Carr
W. V. Carr
County Commissioners

Ira Jay
Ira Jay
County Commissioners

J. O. Kessler
J. O. Kessler
County Commissioners

STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

On this, the _____ day of _____, 1943, before me, _____
the undersigned officer, personally appeared
W. V. CARR, IRA JAY and J. O. KESSLER, known to me to be the persons described in the foregoing deed, and acknowl-
edged that they 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.

Harry Schaefer
Harry Schaefer
Notary Public

EXHIBIT

13 2p94

ALL that property located in Jordan Township, Clearfield County, Pennsylvania, described as follows:

BEING that property assessed in the name of Mrs. Michael Smith as one hundred (100) acres surface.

BEING that property assessed in the name of Mrs. Michael Smith and sold to Clearfield County in 1937 for the nonpayment of taxes for the years 1932, 1933, 1934 and 1935, and sold by the County on May 25, 1943, and conveyed by the County Commissioners of Clearfield County to John C. Diehl by a Deed dated August 23, 1943, to be recorded with this deed.

It is the purpose of this deed to convey to the Grantees all of the interest, but no greater interest than that received by John C. Diehl from the County Commissioners.

AND the said grantor will Specially warrant and forever defend the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Sealed and delivered

John C. Diehl

(SEAL)

in the presence of

J. W. Laing

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

SS:

On this, the 12- day of May, 1945, before me J. W. Laing the undersigned officer, personally appeared John C. Diehl known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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

J. W. Laing N. P. (OFF SEAL)

My Commission expires Feb. 17, 1946

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantees herein is as follows:
Osceola Mills, Clearfield County, Pennsylvania

Smith and Thomson

Attorney or agent for Grantee

U. S. Revenue \$.55

Entered of Record May 18, 1945 4:22 P. M.

Recorded and Compared by

Wm. W. Mullen
C.B.
Recorder

DEED) This Deed, Made the 24th day of April in the year Nineteen
BYRON M. EAST ET AL) Hundred and forty five BETWEEN Byron M. East and Frances S.
TO) East, his wife, of the Borough of Clearfield, County of Clear
ROBERT M. KURTZ ET AL) field and State of Pennsylvania, Grantors, AND Robert M.
Kurtz and Dorothy B. Kurtz, his wife, as tenants by the entireties, of the Borough of
Clearfield, County of Clearfield and State of Pennsylvania, Grantees.

WITNESSETH, that in consideration of One (\$1.00) 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,

THIS DEED made the 19th day of December A.D., 1919 between JOSEPH RADOMSKY and ELIZABETH RADOMSKY, his wife, and HELEN RADOMSKY, single, of Osceola Mills, Clearfield County, Pennsylvania; JOHN RADOMSKY and ELIZABETH RADOMSKY, his wife, GEORGE RADOMSKY and DOROTHY RADOMSKY, his wife, of Hastings Cambria County, Pennsylvania; and PETER RADOMSKY and ANNA RADOMSKY, his wife, of Coalport, Clearfield County, Pennsylvania, Grantors, AND JOHN C. DIEHL of Chest Township, Clearfield County, Pennsylvania, Grantee.

W I T N E S S E T H :

That in consideration of the sum of One (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey, sell and confirm unto the said Grantee, his heirs and assigns, all their right, title and interest in the following tract of land situated in Jordan Township, Clearfield County, Pennsylvania, bounded and described as follows:

That certain parcel of seated land situate in the Township, County and State aforesaid, containing 100 acres surface and formerly assessed in the name of Mrs. Michael Smith.

Being the same premises title to which vested in the Grantors herein by virtue of the deed of John C. Diehl dated May 12, 1915 and recorded in Deed Book 368 at page 253.

It is understood and agreed that the intent of this deed is to transfer and convey unto the Grantee herein only such right, title, and interest as the Grantors herein received by virtue of the aforementioned deed of John C. Diehl.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also, all the estate, right, title and interest, property, claim and demand whatsoever, both in law and equity, of the said Grantors of, in, to or out of the said premises.

EXHIBIT

14 3pgs

TO HAVE AND TO HOLD the said premises with all and singular the appurtenances unto the said Grantee, his heirs and assigns, to and for the only proper use and behoof of the said Grantee, his heirs and assigns forever.

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

Joseph Radomsky (SEAL)
Elizabeth Radomsky (SEAL)
Helena Radomsky (SEAL)
Orin Radomsky (SEAL)
Elizabeth P. Radomsky (SEAL)
Joseph Radomsky (SEAL)
David Radomsky (SEAL)
Edith Radomsky (SEAL)
Samuel Radomsky (SEAL)

CERTIFICATE OF RESIDENCE

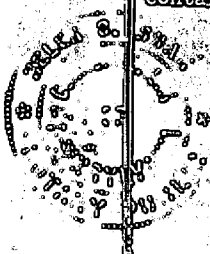
I hereby certify that the precise address of the Grantee is
 Berwindale, Pennsylvania.

John Smith Jr.
 City of Berwindale

COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF CHESTERFIELD : SS.

On this, the 10 day of February, 1934, before me,
Joseph A. Smith the undersigned officer, personally appeared
JOSEPH RADOMSKY, ELIZABETH RADOMSKY, and HELEN RADOMSKY known to me (or satis-
 factorily 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 official seal.

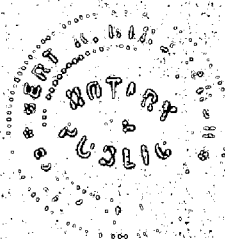


John Smith Jr.
 My Commission expires January 1, 1935

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CAMBRIA : SS.

On this, the 1st day of March, 1955, before me,
Bert R. Hindmarsh the undersigned officer, personally appeared
JOHN RAPOMSKY, ELIZABETH RAPOMSKY, GEORGE RAPOMSKY and FLORENCE RAPOMSKY, 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 official seal.



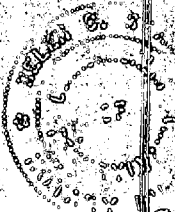
Bert R. Hindmarsh

BERT R. HINDMARSH
Notary Public, Hastings, Cambria County
My Commission Expires January 20, 1959

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.

On this, the 10th day of February, 1955, before me,
Wm. Robert C. Shanks the undersigned officer, personally
appeared PETER RAPOMSKY and ANNA RAPOMSKY 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 official seal.



Wm. Robert C. Shanks
Notary Public
My Commission Expires Jan 1, 1959

Entered of Record Mar. 17, 1955, 2:27 PM, Dick Reed, Recorder

This Deed,

Went into the First day of November in the year
Thirteen Hundred and Fifty-four

Between JOHN C. DIEHL, widower, of Chest Township, Clearfield County, Penn-
sylvania, Grantor

And RALPH DIEHL, of R. D., Berwindale, Clearfield County, Pennsylvania,
Grantee

Witnesseth, that in consideration of One (\$1.00)

Dollar,

he has paid, the receipt whereof is hereby acknowledged, the said grantor
does hereby release and quit-claim to the said grantee, his heirs and assigns,
all his right, title and interest in the following tract of land situated in
Jordan Township, Clearfield County, Pennsylvania, bounded and described as
follows:

That certain parcel of seated land situate in the Township, County and
State aforesaid, containing 100 acres surface and formerly assessed in the
name of Mrs. Michael Smith.

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

Sealed, Signed and Delivered
in the Presence of

JOHN C. DIEHL



State of PENNSYLVANIA

County of CLEARFIELD
On this, the 17th.

day of March, 1955, before me,

the undersigned officer, personally appeared JOHN C. DIEHL

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

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

JOHN C. DIEHL

Notary Public



I do hereby certify that the precise residence of the within named grantee is
R. D., Berwindale, Pa.

Notary Public, 1955

Attorney No. 1743

Entered of Record March 17, 1955

My Commission expires Jan 7, 1959
J. C. Diehl, Jr.
Attorney for Grantor

EXHIBIT

INTER-AMERICA ENERGY P.O. BOX 2155 WARREN, OHIO 44484

OIL AND GAS LEASE

AGREEMENT, made and entered into this 2nd day of May A.D. 19 75
 by and between John Ricketts, and
Edith Ricketts, his wife
Box 151
Curwensville, Pa. 16833.

of _____ party of the first part, hereinafter called Lessor (whether one or more),
 and INTER-AMERICA ENERGY party of the second part, hereinafter called Lessee,

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey the above named products therefrom or thereto by pipe lines or otherwise said land being situated in _____ District, Township, County of Clearfield State of Pennsylvania, and described as follows, to-wit: Bounded on the _____

NORTH by lands of Burgess
 EAST by lands of Spindola
 SOUTH by lands of Delmido + Bruck
 WEST by lands of Bruck
 Containing 246 acres, more or less and being the same land conveyed to lessor by _____ by deed dated _____ and recorded in said county records in _____ Book No. _____ Page _____

2. It is agreed that this lease shall remain in force for a primary term of 10 years from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor _____

for all gas and casing head gas produced and sold from the premises, payable monthly; provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before 5/2, 19 76, unless Lessee pays thereafter a rental of \$ 246 per year payable annually or quarterly (at lessee's option) thereafter until said well is commenced or this lease is surrendered. The consideration first, recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All monies coming due hereunder shall be paid, attempted to be paid or tendered to _____ direct, or by check payable to his (or her) order mailed to _____ and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ninety days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserved 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights of way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of 1/2 per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or effect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

EXHIBIT

16-2995

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located.

14. It is expressly agreed that if the Lessee shall commence drilling operations on the above described lands, the Lessee shall reimburse the Lessor for the cost of the taxes, mortgages or other liens on the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

15. This lease embodies the entire contract and agreement between Lessor and Lessee, and no warranties, representations, promises or inducements not herein expressed have been made or relied upon by either party. The terms, conditions and stipulations hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

16. Lessor states that no oil or gas well or wells have been drilled on the premises.

16. Lessor states that no oil or gas well or wells have been drilled on the premises and that no oil or gas or other minerals is now being produced therefrom. That Lessor is not receiving any payments from any other lease, and that any past lease has now terminated in accordance with its terms thereof.

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS

WITNESS

Paul A. Doney
Paul A. Doney

first above written.

J. L. W. Ricketts (SEAL)
Kathryn H. Ricketts (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS

STATE OF PENNSYLVANIA

COUNTY OF Clearfield TWP. OF Jordan

On this 8th day of MAY, 1975 before me personally came JOAN A. Dwyer

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me
duly sworn, did depose and say that she resided at the time of the

execution of said instrument, and he still resides at R.D. #1 Hunsdale, N.Y., that he is

and then was acquainted with John + Kathryn Ricketts and knew them to be the individuals

described in, and who executed the foregoing instrument; that he, said subscribing witness was present and saw said execute the same; and that he, said witness, at the same time subscribed his name as witness

Joseph H. Hampton
NOTARY PUBLIC

NOTARY PUBLIC

Entered of Record June 6 1975, 4:00 Cedell Quinn

JOSEPH J. FRAMPTON, Justice of the Peace
14 N. Third Street, Bradford, Pa. 16701
My Commission Expires Jan. 8, 1976

NOTARY PUBLIC

CLEARFIELD CO. SS
 ENTERED OF REC'D
 8-6-75
 Time 4:00 PM
 By Inter-America Entry
 Fees 750
 Cecil A. Burn, Remo..

Oil, Gas and Storage Lease

No. _____ Area _____

To _____

Post Office _____

From _____

Date _____ 19 _____

Term _____ Years _____

LOCATED

Returned for Record _____ 19 _____

Returned _____ 19 _____

Book _____ Page _____

Cumulative Record _____



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Oil and Gas Management Program
WELL LOCATION PLAT



DEP Application
Tracking #
Permit #
Project #

G:

C:

Denotes location of well
on topo map.

True Latitude: NORTH

40 ° 47 ' 57 " 85

True Longitude: WEST

78 ° 34 ' 54 " 61

Well is located on topo map 12362 feet south of latitude 40 ° 50 ' 00 "

Well is located on topo map

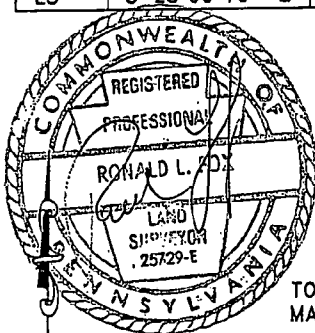
11120

feet west of longitude

78 °

32 ' 30 "

LINE	BEARING	DISTANCE
L1	N 55°24'28" W	1775.08'
L2	N 03°52'40" E	2401.16'
L3	N 18°13'42" E	1446.68'
L4	N 63°20'47" E	1045.48'
L5	S 23°09'19" E	1022.96'



TOPO MARK

Surveyor or
Engineer

RONALD L. FOX, PLS

Phone #

814-745-2861

Dwg. #

34905-22-06

Date

SEPT. 1, 2006

Scale

1" = 1000'

Tract

Acreage 234 AC.

Lat. & Long Metadata
Method GPS Accuracy +/-5' ft. Datum NAD 27

Elevation Metadata
Method TOPO Accuracy +/-10' ft. Datum NGVD 29 8/24/06

Applicant / Well Operator Name
ARDENT RESOURCES, INC.

Well (Farm) Name
RICKETTS

Well #

22

Serial #

Address
61 MCMURRAY RD. SUITE 204
PITTSBURGH, PA 15241

County - Code
CLEARFIELD - 17

Municipality

JORDAN TWP.

Surface Landowner
BILL A. RICKETTS, ET UX.

USGS 71/2 Quadrangle Map Name
IRVONA

Map Section

5

Surface Lessor

Angle & Course of Deviation (Drilling)
VERTICAL

Surface Elevation

1603 ft.

Anticipated Total Depth

5000 ft.

Surface Owner or Water Purveyor
with a Water Supply within 1,000 ft.

Approximate Course and
Distance to Water Supply

Owner, Lessee, or Operator of
Workable Coal Seam

Name of Coal Seam
Owned, Leased, or Operated

MELVIN F. RUFFING, ETUX

S 04°35' E 675'

ESTER ISHAM

ALL SEAMS

BILL A. RICKETTS, ETUX

S 04°36' E 675'

C/O M.T. STRINGFELLOW

MICHAEL K. BRINK, ETUX

S 60°20' W 838'

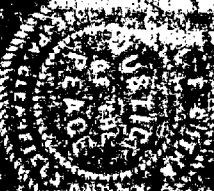
13430 JUDY AVE.

UNIONTOWN, OHIO 44685

EXHIBIT

17

57625



STATE OF PENNSYLVANIA

57626

Agreement

Made and entered into the 28th day of April

A. D. 1954

by and between John W. Ricketts and Mary Ricketts his wife (No street address)

Clearfield of Chest Township

County of

and State of Penna.

hereinafter called the Lessor, and NEW YORK STATE NATURAL GAS CORPORATION, a New York corporation, 140 Stanwix Street, Pittsburgh, Pa., party of the second part, hereinafter called the Lessee, Witnesseth:

57624

[Granting Clause]

That the Lessor, for and in consideration of the sum of One (\$1.00) Dollar to them in hand well and truly paid by the Lessee, the receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the Lessee to be paid, kept and performed, has leased and let and by these presents does lease and let unto the Lessee for the purpose of drilling and operating for and producing oil and gas, and for the further purpose and with the exclusive right in the Lessee, as it may see fit, to store any kind of gas therein by pumping or otherwise introducing the same into any sand or sands or substrata in and under said land, and the right to remove the same by pumping or otherwise through any well or wells on said land or other lands, with the right to construct, maintain and remove pipe lines, telephone and telegraph lines and all other appliances and structures, and with all other rights and privileges, including free oil, gas, gasoline and water from the land, necessary or convenient for the operation of this land alone or conjointly with neighboring lands, for the transportation of oil and gas produced from said land or for the storage of any gas therein:

ALL that certain tract of land situate in Jordan Township, Clearfield County and State of Penna., bounded substantially by the following lands:

North: Huber Frailey; John Jordan

East: Huber Frailey

South: John Jordan; John Diehl

West: John Jordan; Clair Gallaher

Containing, One hundred (100)

EXHIBIT
18 3943

reserving, however, two hundred (200) feet from the dwelling house and barn now on the premises, on which no well shall be drilled by either party except by mutual consent. All of the working interests (7/8th) of the oil produced and recovered and all of the gas (subject to the reservation or exception of gas for Lessor's own use hereinafter contained) produced and recovered under the terms of this lease are hereby granted, bargained and sold unto the said Lessee.

2. [Lessor's Covenants]

Lessor hereby covenants that he is seized of an indefeasible fee simple estate in the land herebefore described, together with all the oil and gas underlying the same, and that he will forever warrant and defend the leasehold estate hereby demised unto the Lessee against the lawful claims and demands of all persons whomsoever, and that Lessee shall have the exclusive, full, free and quiet possession of said described premises for the purposes and during the term herein set forth. Lessor further agrees that the Lessee at its option may pay and discharge any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

...the well and each three months thereafter, to the Lessor, in advance, for the term of this lease, and the Lessor agrees to accept the same as full and complete payment for the use of the land and for the production of oil and gas thereon. The Lessor agrees to pay the same as long as the well is being operated and gas is being produced therefrom. Should the Lessee continue to store gas within the leased land after having plugged and abandoned all wells thereon, Lessee agrees to pay in lieu of the sums payable under this paragraph, and Lessee agrees to accept for the remainder of the term of this lease, the rental as hereinafter provided in paragraph 5.

Lessor agrees that Lessee may clean out and utilize any abandoned oil or gas well on the leased premises for gas storage purposes and any well so utilized will be considered to have been drilled under the terms of the above recited oil and gas lease. The provisions of this lease are in modification of and in addition to those provided under terms of a prior oil and gas lease, covering all or part of the same premises, made by and between _____, dated _____ and recorded

in book _____ at page _____ and payments of rental and royalty provided herein are in lieu of the payments provided for under said prior lease.

57626

5. **[Rental]** Said Lessee agrees and covenants to pay a rental at the rate of One hundred and no/100 (\$100.00) Dollars, annually in advance, beginning in months from this date, until a well yielding royalty to the Lessor is drilled on the leased premises, or so long as gas is being stored, held in storage or withdrawn from the premises by Lessee. Any rental paid for time beyond the date of completion of a well yielding royalty shall be credited upon the first royalty due upon the same. It is agreed that said Lessee may drill or not drill on said land, may store gas therein, hold the same in storage, or withdraw any gas from storage, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

6. **[Gas Excepted]** Lessor hereby excepts and reserves from any well on said land producing gas only, (excepting any well utilized for storage) two hundred thousand (200,000) cubic feet of gas per year or such part thereof as Lessor requires for his own use for heat and light in one dwelling house on said land, at Lessor's own risk; subject, however, to the use, operation, pumping and right of abandonment by Lessee of its wells and pipe lines on the premises. Lessor may at his own expense and upon written application, secure such gas by a service line laid to and connected either to any such well on said land or to Lessee's pipe line leading from such well to market, the point of connection to be designated by Lessee. If Lessor in any year uses gas in excess of the quantity reserved or excepted, he shall pay for the same at the published domestic rates of Lessee, or at the local prevailing price for gas for domestic use if Lessee has no published rates, but Lessee assumes no obligation to furnish Lessor with gas in excess of the quantity reserved or excepted. The measurement and regulation shall be by meter furnished by Lessee and regulators furnished by Lessor and set at the tap on the well or line. Lessor agrees to accept at any time at the option of Lessee a cash payment of Fifty (\$50.00) Dollars per annum in full consideration in lieu of the gas excepted and reserved hereunder.

7. **[Use of Premises]** The leased premises may be fully and freely used by the Lessor for farming purposes, excepting such parts as are used by the Lessee in operating hereunder.

8. **[Payments]** All payments hereunder may be made direct to the lessor, or deposited to his credit or the credit of his respective heirs or assigns in _____

Bank of _____

or by check or draft payable to the order of John W. Ricketts

and mailed to _____

Perkinsville, R. D. Post Office Charfield County _____

State of Penna. or by any of said methods to _____

at _____

who is hereby appointed agent to receive and receipt for same.

9. **[Surrender]** It is agreed that said Lessee may at any time remove all machinery and fixtures placed on said premises; and, further, upon the payment of One (\$1.00) Dollar and all amounts due hereunder Lessee shall have the right to surrender this lease at any time as to all or any part or parts of the land covered by the same and thereupon shall be released and discharged from all payments, obligations, covenants and conditions herein contained whereupon this lease shall be null and void as to the land in respect to which a surrender is made. In the event this lease is surrendered as to less than all of the land covered by the lease then, beginning with the next due date, the rental provided to be paid in paragraph 5 hereof shall be reduced in the proportion that the acreage surrendered bears to the total acreage leased; and Lessor agrees that the recordation of a deed of surrender in the proper county, and the mailing in the Post Office of a check payable as above provided, for said last mentioned sum and all amounts then due hereunder, shall be, and be accepted as, full and legal surrender of the Lessee's rights under this lease, or under the portion surrendered.

57626

...the gas or oil royalty payments hereunder by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise; and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all payments made by the Lessee hereunder, as shall be proportionate to the outstanding title; and payments thereafter to be made shall be reduced in the same proportion.

11. **[Conveyance of Premises]** In case of a conveyance of all or a part of the premises leased, Lessee may continue to make all payments to Lessor until furnished with a certified copy of any such deed of conveyance or other documents or proof to enable Lessee to identify land conveyed as being all or part of the leased land, or on written notice of any such conveyance, may hold all payments until furnished with such copy and other documents and proof, and shall apportion the delay rental and royalty, in case of any division, according to acreage.

12. **[Adverse Claims]** In case of notice of any adverse claim to the premises, or to any part of the rentals or royalties, Lessee may withhold payment or delivery of the same until the ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a bill of interpleader.

It is agreed that all terms, conditions, limitations and covenants between the parties hereto shall extend to their respective heirs, personal representatives, successors and assigns; that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no verbal warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

In Witness Whereof the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Witness *Robert A. Bloomquist*

John W. Ricketts (SEAL)
Kathryn Ricketts (SEAL)
 (SEAL)
 (SEAL)

New York State Natural Gas Corporation
 By *A. W. Davis*
 VICE - President

57626

(Penn'a. Acknowledgment — Individual)

STATE OF PENNSYLVANIA,
 COUNTY OF *Clearfield*

On this, the *29th* day of *April*, 1954, before me personally appeared *John W. Ricketts and Kathryn Ricketts*, the undersigned officer, satisfactorily proven to me to be the persons whose names *are* 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.

Earl H. Hixson
 MY COMMISSION EXPIRES FIRST MONDAY IN JANUARY 1956

JOSEPH H. FIDELL
 JUSTICE OF THE PEACE

(Penn'a. Acknowledgment — Individual)

STATE OF PENNSYLVANIA

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 203

Clearfield, Pennsylvania 16830

AFFIDAVIT No. 38094

***RETURN DOCUMENT TO:
ARDENT RESOURCES INC**

Instrument Number - 200501583

Recorded On 2/4/2005 At 12:55:59 PM

* Instrument Type - MEMORANDUM

* Total Pages - 2

Invoice Number - 124404

* Mortgagor - RICKETTS, BILL A

* Mortgagee - ARDENT RESOURCES INC

* Customer - ARDENT RESOURCES INC

*** 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

**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

19 2pgs

MEMORANDUM OF OIL AND GAS LEASE

RICKE-05817-00

This Memorandum will notify all parties that an Oil and Gas Lease Agreement (which includes coalbed methane and gob gas) was made effective as of the 14 day of December, 2004 (Effective Date) between Bill A. Ricketts and wife, Luanne M. Ricketts, whose address is 839 Frailey Rd. Irvona, Pa. 16656 hereinafter referred to as "Lessor" and **ARDENT RESOURCES, INC.**, whose address is 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, and **Lenape Resources Corporation**, whose address is 9489 Alexander Road, Alexander, NY 14005 hereinafter referred to as "Lessee."

The Lease Agreement referenced above contains, among other provisions not shown below: the following provisions:

In consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coalbed methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and /or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or unitized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), and described as follows:

All of that certain tract of land situate in the Township of Jordan, County of Clearfield, State of Pennsylvania, containing 235 acres, more or less, being more particularly described as surface tax parcel 120-6152-7, which was acquired by Lessor dated 1-15-73, 5-2-73, recorded in Liber/Volume 616/650, Page 220/277 of the records of Clearfield County, Pennsylvania.

Subject to the other provisions contained herein, this lease shall be in force for a primary term of one (1) years from the Effective Date of this lease with an option to extend the primary term for one additional period equal to the primary term and for so long thereafter as Oil and Gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained pursuant to the provisions hereof.

IN WITNESS WHEREOF, the Lessor has/have hereunto set its/their hand(s) this 14 day of December, 2004.

WITNESS:

[Signature]

LESSOR:

[Signature]
BILL A. Ricketts
[Signature]
Luanne M. Ricketts

State of Pennsylvania
County of Clearfield

On this 15 day of DECEMBER 2004, before me, the undersigned officer, personally appeared BILL A RICKETTS + LUANNE M. RICKETTS

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

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

My commission expires:
SEAL FORM

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Gerald W. Spaid, Sr., Notary Public
Coalport Boro, Clearfield County
My Commission Expires Sept. 9, 2008

PAOGL 12-9-04
This instrument prepared by: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241
After recording please returned to: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241

OIL AND GAS LEASE

RICK-05817-00
Lease No.

(814) 672-3270

THIS AGREEMENT, made and entered into this the 14 day of December, 2004 (Effective Date) by and between Bill A. Ricketts and wife, Luanne M. Ricketts with a mailing address of 531 Frailey Rd. Irvona, Pa. 16656 hereinafter called to as Lessor (whether one or more), and ARDENT RESOURCES, INC., of 61 McMurray Road, Suite 204, Pittsburgh, PA 15241 and Lenape Resources Corporation of 9489 Alexander Road, Alexander, NY 14005, hereinafter called Lessee,

WITNESSETH: that said Lessor, in consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coalbed methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and /or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or utilized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), all of that certain tract(s) of land situate in the Township of Jordan, County of Clearfield, State of Pennsylvania and bounded substantially as follows:

On the North by lands of D. FraileyOn the East by lands of P. Mowrey, E. BurgessOn the South by lands of D. SpingolaOn the West by lands of L. Brink, G. LuonaTax Map No.(s) 120-G16-1, 2, 7

and containing, for the purpose of calculating rentals 235 acres of land whether actually containing more or less, and part of all of said lands is described in that certain deed to Lessor from dated 1-15-73, 5-2-73 recorded in Volume/Liber 616.650, Page 220, 277, in the Recorder's Office of said County, it being the intent of Lessor to include all lands owned by the Lessor in said County.

1. It is agreed that this lease shall remain in force for a primary term of 1 (One) years from the Effective Date hereof and as long thereafter as the said land is operated by Lessee in the production of oil or gas. It is expressly understood that Lessee shall maintain its rights of way as granted herein for its pipeline and other surface facilities then existing on the leased premises at the expiration or termination of this lease.

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

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

3. Within 51 X 77 (60) days from the Effective Date hereof Lessee agrees to pay to the Lessor the sum of TWO THOUSAND DOLLARS (\$ 2,000.00) B.A.R. annually, commencing from the date hereof as a rental for the first 12 months, subject however to the right of surrender hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinabove provided for is the chief consideration until commencement of a well. The commencement of a well whether commercially productive or unproductive shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof. Lessee may, at its option, pay rentals and/or royalties quarterly or annually.

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

Exhibit "A"

EXHIBIT

20 3pys

300,000

5. Lessor reserves a total amount of ~~200,000~~ ^{300,000} cubic feet of gas ("free gas") annually or such part thereof as Lessor may use each year from the gas that Lessee may hereafter produce or otherwise have available from one gas production well completed and operated by Lessee hereunder upon the herein described leased premises, which said amount of ~~200,000~~ ^{300,000} cubic feet of gas per year Lessor shall be entitled to receive free of cost for heat and light in one dwelling house on the lease premises provided said gas is used with economical appliances and is measured by meter furnished by Lessor, when and as long as Lessee may elect to produce or operate a well for the aforesaid purposes upon the lease premises. Lessor shall request in writing from Lessee, Lessee's requirements for accepting this free gas, including but not limited to, Lessor laying the necessary lines and making connections at Lessor's cost at such point on the demised premises as may be designated by the Lessee, provided said gas is used with economical appliances and is measured by meter furnished by Lessor. The regulation of such gas will be by regulators furnished by Lessor, and approved by Lessee, placed at a point designated by Lessee, with said gas to be used at Lessor's own risk and Lessee not to be in any way liable for any interruption or insufficient supply of such gas for said domestic use caused by pumping stations, breakage of lines or otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells or pipelines on the lease premises and removing the pipe therefrom at any time. If more than ~~200,000~~ ^{300,000} cubic feet per year is used, the excess shall be paid for at the rate charged to domestic consumers in the same area, and in case of default in payment for gas used in excess of said ~~200,000~~ ^{300,000} cubic feet, Lessee is hereby authorized to deduct the amount thereof from any royalty or other payments that are then due, or may later become due, under the terms of this lease. B.A.R.
L.M.R.

6. To pay to the Lessor an annual storage rental of two dollars (\$2.00) per acre per year for the utilization of one or more strata underlying the lease premises for gas storage operations, for so long (in the sole estimation of Lessee) as any stratum is so utilized, and to give to Lessor written notice of the use of the premises for storage operations; and it is agreed that said storage rental is in lieu of delay rental, shut-in royalty, and/or royalty payments, except that storage rental and royalty payments shall be paid simultaneously by Lessee if Lessee simultaneously conducts storage operations in one or more strata in the premises and produces oil and/or gas from one or more other strata; and it is further agreed that the termination of gas storage operations shall be in full liquidation of all storage rental during the remainder of this lease.

7. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the lease premises shall come into dispute or litigation, or, if, in the judgment of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder. Lessor pledges and covenants to execute any and all curative instruments reasonably required by Lessee in furtherance of Lessor's warranties. It is agreed that if Lessor owns an interest in the land herein described less than the entire fee simple estate, then the rentals and royalties to be paid Lessor shall be reduced proportionately.

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

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

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

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

12. Lessee shall upon completion of the first productive well upon said lease premises, or upon any part of the leased premises being included in a unit as described in Paragraph 20 below, make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall, as prepaid royalty, make shut-in royalty payments in the amount equal to the delay rental amount described above for quarterly periods, beginning one year from the date the first productive well shall be completed until said first well shall be connected to a pipeline. In the event that production of oil, gas or their constituents is thereafter interrupted and not marketed from any well(s) capable of production for a period of twelve (12) consecutive months, Lessee shall pay to Lessor annually for each twelve (12) consecutive months shut in period as shut-in royalty income and as credit against the payment of future royalties the sum of one dollar per acre for each well(s) shut-in, which payments shall serve to maintain this Lease in full force and effect. Lessee's failure to timely and/or properly pay said shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

MEMORANDUM OF OIL AND GAS LEASE

RICKE-05817-00

This Memorandum will notify all parties that an Oil and Gas Lease Agreement (which includes coalbed methane and gob gas) was made effective as of the 14 day of December, 2004 (Effective Date) between Bill A. Ricketts and wife, Luanne M. Ricketts, whose address is 837 Frailey Rd. Irwona, Pa. 16656 hereinafter referred to as "Lessor" and ARDENT RESOURCES, INC., whose address is 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, and Lenape Resources Corporation, whose address is 9489 Alexander Road, Alexander, NY 14005 hereinafter referred to as "Lessee."

The Lease Agreement referenced above contains, among other provisions not shown below: the following provisions:

In consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coalbed methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and/or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or unitized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), and described as follows:

All of that certain tract of land situate in the Township of Jordan County of Clearfield State of Pennsylvania, containing 235 acres, more or less, being more particularly described as surface tax parcel 120-6152-7, which was acquired by Lessor dated 1-15-73, 5-2-73, recorded in Liber/Volume 616/650 Page 220/277 of the records of Clearfield County, Pennsylvania.

Subject to the other provisions contained herein, this lease shall be in force for a primary term of one (1) years from the Effective Date of this lease with an option to extend the primary term for one additional period equal to the primary term and for so long thereafter as Oil and Gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained pursuant to the provisions hereof.

IN WITNESS WHEREOF, the Lessor has/have hereunto set its/their hand(s) this 14 day of December, 2004.

WITNESS:

LESSOR:

Bill A. Ricketts

Luanne M. Ricketts

Bill A. Ricketts

Luanne M. Ricketts

Luanne M. Ricketts

State of Pennsylvania)
County of Clearfield)

On this 15 day of DECEMBER 2004, before me, the undersigned officer, personally appeared BILL A. RICKETTS + LUANNE M. RICKETTS

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

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

My commission expires:

SEAL FORM:

PAOGL 12-9-04

This instrument prepared by: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241

After recording please returned to: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Gerald W. Spald, Sr., Notary Public
Coalport Boro, Clearfield County
My Commission Expires Sept. 9, 2008

Notary Public Association Of Notaries

Exhibit "B"

6012

McAllister, John.
6012

EXHIBIT

21 12pgs

00003

6012

YINSHUEN J. J.
J. J. J. J. J.
J. J. J. J. J.

Filed April 3, 1913

WILLIAM A. HAGERTY
ATTORNEY AT LAW
CLEARFIELD, PA.

April 3rd 1913

To R M Read Esq

Register of wills of Clearfield Co

I Sarah McAllister widow of John McAllister late
of the Borough of Clearfield Penna deceased hereby renounce my
right to takeout letters of administration on said estate and request
the appoimment of Chalres H McAllister

Sarah McAllister

ADMINISTRATOR'S BOND.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Charles McAllister, James Mitchell and H. S. Whiteman, Jr.
of Clearfield County and Commonwealth of Pennsylvania, are held and firmly bound unto the Common-
wealth of Pennsylvania, in the sum of Six Thousand Dollars, lawful money of the
United States, to be paid to the Commonwealth, to which payment well truly to be made and done, we
bind ourselves, jointly and severally, for and in the whole, our and each of our heirs, executors and ad-
ministrators, firmly by these presents, sealed with our seals and dated at Clearfield, the day
of April A. D. 1913.

The Condition of this Obligation is, That if the above bounden Charles McAllister.

..... Administrator
of all and singular the goods, chattels and credits of John McAllister
do make, or cause to be made, a true and perfect inventory of all and singular the goods and chattels,
rights and credits of the said deceased, which have come or shall come, into the hands, possession or
knowledge of the said Charles H. McAllister
or in the hands or possession of any person or persons for him and the same so made, do ex-
hibit or cause to be exhibited into the Register's office in the County of Clearfield, within thirty days
from the date hereof, and the same goods, chattels and credits, and all other goods, chattels and credits
of the said deceased, at the time of his death, or at any time hereafter shall come into the hands or pos-
session of the said Charles H. McAllister.

.....
or into the hands and possession of any other person or persons for him do well and truly
administer according to law; and further to make, or cause to be made a just and true account of
his administration, within one year from the date hereof or when thereto legally required;
and all the rest and residue of said goods, chattels, rights and credits which shall be found remaining
upon the said Administrator's accounts, the same being first examined and allowed by the Orphan's
Court of the County, having jurisdiction, shall deliver and pay unto such person or persons as the said
Orphan's Court, by their decree or sentence, pursuant to law shall limit or appoint, and shall well and
truly comply with the laws of this Commonwealth relative to collateral inheritance, if it shall hereafter
appear that any last Will and Testament was made by said deceased, and the same shall be proven ac-
cording to law, if the said Charles H. McAllister
being hereunto required, do surrender the said Letters of Administration into the Register's Office afore-
said, then this obligation to be void, otherwise to remain in full force.

Charles H. McAllister (SEAL)
James Mitchell (SEAL)
H. S. Whiteman, Jr. (SEAL)
..... (SEAL)

CLEARFIELD COUNTY, SS:

You, Charles H. McAllister
do swear that as Administrator of the estate of John McAllister
deceased, you will well and truly administer the goods and chattels, rights and credits which were of
said deceased, according to law.

Subscribed and sworn before me
this 8th day of April A. D. 1913
Geo. H. Glick
Dep. Registrar.

Charles H. McAllister

THE COMMONWEALTH OF PENNSYLVANIA }
County of Clearfield. } ss:

Personally appeared before me, Geo. W. Gulich, Dep. Register for the Probate Wills and granting Letters of Administration in and for said county.

Charles H. McAllister, who being duly sworn

according to law, doth depose and say that John McAllister

late of Clearfield said county, deceased died at his home

on or about day, the 17th

day of March, A. D. 1913, at 5:30 o'clock, P. M., of said day

to the best of his knowledge and belief.

Subscribed and sworn before me

this 3d day of April, A. D. 1913

Geo. W. Gulich, Dep. Register.

Charles H. McAllister

ADMINISTRATOR'S BOND

ESTATE OF

John McAllister

Filed April 4 1913

KNOW YE

VERIFIED BY

In the Matter of the Estate of John M. Alister
late of Clearfield Boro, in the County of
Clearfield and State of Pennsylvania, deceased.

To Chas. H. M. Alister
Administrator of said Estate:

I, Sarah M. Alister, widow of said deceased,
do elect to retain the hereinafter mentioned personal property of said deceased to
the value of Three Hundred Dollars, and request that it may be appraised and
set apart according to law.

Dated June 19th 1903
Sarah M. Alister, widow.

The Commonwealth of Pennsylvania, }
County of Clearfield, } ss:

Personally appeared before me, a Justice of the Peace
in and for said County,
J. J. Hall and H. W. Earle
who, upon their solemn oath, do respectively depose and say,
that they will well and truly, and without prejudice or partiality, value and ap-
praise and set apart the property of said deceased to the value of Three Hundred
Dollars elected to be retained by Sarah M. Alister
widow of said deceased, for the use of herself and family, and in all respects per-
form their duty as appraisers, to the best of their skill and judgment.

Sworn and subscribed before me, this
21st day of June

A.D. 1903

J. J. Hall
H. W. Earle

Term of office expires
January 5th, 1914.

000041

Inventory and Appraisement

Of the goods and chattels, rights and credits, which were of the above-named deceased, elected to be retained by Sarah M. Alister, widow of said deceased. Taken and appraised the 19th day of June 1943

1	1 Writing Desk	15 00
2	1 Chair	1 00
3	1 Parlor Suit	11 00
4	1 Piano	100 00
5	1 Stove	8 00
6	1 Sink	1 50
7	4 Chairs	1 00
8	3 Beds	6 00
9	1 Stand	1 00
10	1 Table	1 00

By check

\$ 149 50
~~\$ 160 50~~
 \$ 800 00

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We, the undersigned appraisers of the personal property of John M. Alister late of Elcofield K'oro deceased, respectfully certify: That after having been duly sworn in due form of law, we made the appraisement of the personal property of said decedent elected to be retained by Sarah M. Alister widow of said deceased, as set forth in the foregoing appraised items, and amounting in the whole to the sum of One Hundred Forty-nine and 50/100 --- dollars.

Mall
H. W. Laubach

Appraisers.

RECEIVED, June 11th 1903, of Chas. R. McAlister Administrator
of John McAlister, deceased, personal
property of said deceased to the amount of three hundred dollars for use of myself
and family, as set out in the foregoing inventory.

Lark McAlister
Widow.

W. J. Noel
H. W. Lambard
Appraisers.

In the Matter of the Estate of

John McAlister
deceased
John McAlister
John McAlister

INVENTORY AND APPRAISEMENT LIST

Of Personal Estate Set Apart
to Widow.

Filed in the Register's Office of

June 30th A.D. 1903
W. J. Noel
Register.

Approved 190

President Judge.

Know all men by these presents that we Sara McAlister widow and Emeline Dougherty, Ella Adams, Father McAlister, and William McAlister heirs of John McAlister late of the Borough of Clearfield Pennsylvania deceased.- who died intestate do hereby acknowledge that we and each of us have had and received of and from Charles H McAlister administrator of the estate of the said John H McAlister deceased each the sum of \$ 974.20 in full satisfaction and payment of all such sum or sums of money share or shares purparts and dividends which were due owing payable and belonging to each of us by any means whatsoever for or on account of our and each of our full share part or dividend of the personal estate of our said Father deceased

And therefore we and each of us the said above mentioned widow and heirs of said John McAlister deceased do by these presents, remise, release, quitclaim and forever discharge the said Charles H McAlister his heirs exedutors, administrators and also his surety on his bond as administrator of said estate of and from the said share or dividend of the estate aforesaid and of and from all actions, suits, payments, accounts reckonings claims and demands whatsoever for or by reason thereof or of any other act matter cause or thing whatsoever for the Beginning of the world to the day of these presents .-

into set our hands and seals

At

Sara McAlister (seal)

Emeline Dougherty (seal)

Ella Adams (seal)

John McAlister (seal)

William McAlister (seal)

1921
widow Sara
Emeline Dougherty

State of Ohio :.
Summit County
City of Akron: SS

On this 3rd day of August A D 1921 before me the
subscriber a Notary Public in and for said *County* and State
personally came the within named Sara McAlister, Feline
Dougherty, Ella Adams, and Esther McAlister, who in due
form of law acknowledged the foregoing release to be their
and each of their act and deed and desired that the same might
be recorded as such

In testimony whereof I have hereunto set my hand and
official seal the day and year aforesaid

J. T. H. [Signature]
Notary Public

My Commission expires *April 20, 1924*

State of Pennsylvania :.
County of Huntington :SS

On this 2nd day of ~~August~~ *Justice of the Peace* A D 1921 before me
the subscriber a *Justice of the Peace* in and for said County and
State came the within named William M McAlister who in due
form of law acknowledged the foregoing release to be his
act and deed and desired that the same might be recorded as
such.-

In testimony whereof I have hereunto set my hand and
official seal the day and year aforesaid

D. F. Weaver
Justice of the Peace
My Commission expires *Jan. 1922.*

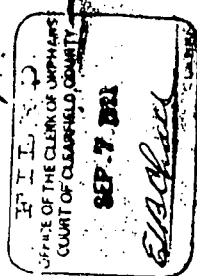
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Estate



John W. Alister

Alister, John



2008 ES 00312
LAST WILL AND TESTAMENT

OF

FLORENCE H. DOUGHERTY

I, FLORENCE H. DOUGHERTY, of Akron, Ohio being of full age, of sound mind and memory, and not under restraint, do make, publish, and declare this to be my Last Will and Testament, hereby revoking any and all Wills and Codicils heretofore made by me.

ITEM I - PAYMENT OF DEBTS AND TAXES

My Executor shall pay from the principal of my residuary estate all debts, claims, costs, and expenses as provided by law. My Executor shall also pay from the principal of my residuary estate all taxes, state and federal, levied or imposed by reason of my death, including interest and penalties thereon, if any, regardless of whom the same may be assessed against or chargeable to, and shall not seek reimbursement or contribution from any person or property.

ITEM II - SPECIFIC BEQUEST - TANGIBLE PERSONAL PROPERTY

I give, devise, and specifically bequeath all of my tangible personal property, including but not limited to jewelry, clothing, and furniture, to ANNA JONES. Should the above named beneficiary not survive me, then this specific bequests shall lapse and be of no effect.

ITEM III - SPECIFIC BEQUESTS

I hereby give and bequeath the following specific sums to the following organizations or individuals as hereinafter provided:

- (A) HUMANE SOCIETY OF GREATER AKRON, the sum of Five Hundred Dollars (\$500.00), absolutely.
- (B) HUMANE SOCIETY OF STARK COUNTY ANIMAL SHELTER, the sum of Five Hundred Dollars (\$500.00), absolutely.
- (C) AFRICAN WILDLIFE FOUNDATION, the sum of Five Hundred Dollars (\$500.00), absolutely.
- (D) DEFENDERS OF WILDLIFE, the sum of Five Hundred Dollars (\$500.00), absolutely.
- (E) WILDERNESS SOCIETY, the sum of Five Hundred Dollars (\$500.00), absolutely.

Testator's Initials: FN Date: 11/28/06

EXHIBIT

22-4pgs

- (F) **AUDUBON SOCIETY**, the sum of Five Hundred Dollars (\$500.00), absolutely.
- (G) **ST. FRANCIS DE SALES CHURCH**, the sum of Two Thousand Dollars (\$2,000.00), absolutely.
- (H) **QUEEN OF HEAVEN CHURCH - Building Fund**, the sum of Three Thousand Dollars (\$3,000.00), absolutely.
- (I) **UNIVERSITY OF AKRON - COLLEGE OF EDUCATION**, the sum of Two Thousand Dollars (\$2,000.00), absolutely.
- (J) **BETSY PIERCE**, my Niece the sum of Five Thousand Dollars (\$5,000.00). Should Betsy not survive me, then this bequest shall lapse and be of no effect.

ITEM IV - ALL PROPERTY

All the rest, residue, and remainder of my estate, which I may now own or hereafter acquire of every nature, description and kind, I hereby give, devise, and bequeath to be divided and distributed as follows:

- (A) Sixteen percent (16%) to LINDA POTTER, per stirpes,
- (B) Sixteen percent (16%) to PAULA STRINGFELLOW, per stirpes,
- (C) Eleven percent (11%) to ROBERT HARRY SR., should he not survive me, his share shall go to his spouse; should she not survive, this share shall be divided per stirpes among their issue,
- (D) Eleven percent (11%) to CECELIA HARRY, per stirpes,
- (E) Eleven percent (11%) to BERNADINE PIERCE, per stirpes,
- (F) Eleven percent (11%) to EILEEN HERDINA, per stirpes, and
- (G) Twenty-four percent (24%) to ANN M. HARRY.

ITEM V - EXECUTOR: POWERS AND DUTIES

A. Nomination of Executor. I nominate, ANN M. HARRY, of Stow, Ohio, as Executor of this my Last Will and Testament. If ANN M. HARRY dies, resigns, or for any reason fails or ceases to serve as the Executor, I nominate WILLIAM STRINGFELLOW, of the State of

Testator's Initials: W. S. Date: 11 / 28 / 06

Kansas, as such Executor. I request that any Executor named herein be permitted to serve without bond.

B. Rights, Powers, and Duties. My Executor shall have, in addition to those powers conferred by law, the following rights, powers, and duties to be exercised without court approval or other authority as my Executor deems best:

1. Rights Over Property. To receive, retain, sell, exchange, invest, and reinvest in any property, real and personal, and any additions or substitutions thereof, without being limited by investment restrictions, statutory or judicial. To exercise stock and other options and rights belonging to my estate; to borrow money from the Executor or others, including the right to borrow funds for the purpose of exercising options; to mortgage and pledge property; to compromise, arbitrate, settle, or release claims of or against my estate; to distribute in cash or in kind; to lease for any term or perpetually; to collect rents, repair, improve, insure, and manage real estate; to employ and compensate out of estate funds, agents and attorneys; and to execute proxies, powers of attorney, consents, agreements, and all other instruments.

2. Elections. To elect the valuation date for estate tax purposes and to elect to take deductions on estate or income tax returns (with a right but no duty to make adjustments), as may produce the best over-all benefits to all my beneficiaries.

3. Tax Returns. To join in or consent to income and gift tax returns filed with or by my spouse or my spouse's estate, although it may increase my estate's liabilities and to allocate to my estate or my spouse or my spouses estate or apportion between them any tax, interest, and penalty due thereon and any credit or refund due from any joint return filed by me or my estate, all with no duty to obtain consideration.

4. Ancillary Administration. If in the course of the administration of my estate it becomes necessary or advisable to have an ancillary administration of my estate and my Executor is unable or is unwilling to act as ancillary administrator, my Executor shall select as such ancillary administrator such individual, bank, or trust company as my Executor shall determine (and such determination shall not be subject to question by any beneficiary hereunder or any other person); such ancillary administrator shall serve without bond and shall have all of the rights, powers, and duties, and immunities herein conferred upon my Executor.

ITEM VI - OVERRIDING PROVISIONS

A. Captions. As used throughout this Instrument, any Item, paragraph, or other captions are inserted for convenience only and shall not be considered a part of or affect the construction or interpretation of any of the provisions of this Instrument.

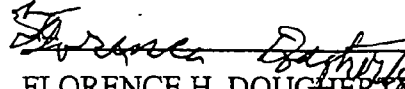
B. Survivorship. For purposes of Items II through IV of this my Last Will and Testament, any beneficiary under such items shall be deemed to have survived me, if at all, only if such beneficiary survives me by more than sixty (60) days.



Testator's Initials: _____ Date: 11/28/06

C. Construction. As used throughout this Instrument, unless the context clearly indicates to the contrary, all pronouns shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof as the identity of the persons and the situation may require, and the singular includes the plural and the plural includes the singular.

IN WITNESS WHEREOF, I have signed this instrument consisting of four (4) pages which I declare to be my Last Will and Testament at Green, Ohio, this day of November 28, 2006.


FLORENCE H. DOUGHERTY

This Last Will and Testament was signed by the said FLORENCE H. DOUGHERTY in our sight and presence and was by her declared to us to be her Last Will and Testament, she in our opinion being of full age, of sound mind and memory, and not under restraint. At her request, in her presence, in the presence of each other, we hereunto subscribe our names as attesting witnesses at Green, Ohio, this day of November 28, 2006.

Witness #1:

Signature

Paul L. Miller

Printed Name

Address 3406 Waterside Dr

Akron, OH 44319

Witness #2:

Signature

Lorene A. Filing

Printed Name

Address 1940 Greensburg Rd

North Canton, OH 44720

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

AFFIDAVIT No. 40286

***RETURN DOCUMENT TO:**
ARDENT RESOURCES INC

Instrument Number - 200709055
Recorded On 6/1/2007 At 2:07:14 PM
* Instrument Type - LEASE
* Total Pages - 5
Invoice Number - 167835
* Lessor - HERDINA, EILEEN C
* Lessee - ARDENT RESOURCES INC
* Customer - ARDENT RESOURCES INC

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

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

EXHIBIT

23 5 pgs

OIL AND GAS LEASE

Lease No. CLFLD-06210-00

THIS AGREEMENT, made and entered into this the 1st day of August, 2006 (Effective Date) by and between the living heirs of John and Sarah McAlister being 1) Eileen C. (Ferguson) Herdina, a granddaughter, of 205 W. Jones Street, Savannah, GA 31401; 2) Bernadine (Ferguson) Pearce, a granddaughter, of 15038 Rattle Creek Road, Abingdon, VA 24210; 3) Marilyn T. (Ferguson) Stringfellow, a granddaughter, of 13430 Judy Avenue NW, Uniontown, OH 44685; 4) Sarah Virginia (Adams) Usselton, a granddaughter, of 2400 Alpine Blvd., No. 7, Alpine, CA 91901; and 5) Florence H. Dougherty, the widow of a grandson, of Greenview Inn, 4000 Masillon Road, Uniontown, OH 44685, to be shared equally, hereinafter called to as Lessor (whether one or more), and **ARDENT RESOURCES, INC.**, of 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, hereinafter called Lessee,

WITNESSETH: that said Lessor, in consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coalbed methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and /or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or unitized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), all of that certain tract(s) of land situate in the Township of Jordan, County of Clearfield, State of Pennsylvania and bounded substantially as follows:

On the North by lands of Ricketts

On the East by lands of Burgess

On the South by lands of Hopkins

On the West by lands of Brink

Tax Map No.(s) 120-G16-2

and containing, for the purpose of calculating rentals 100.00 acres of land whether actually containing more or less, and part of all of said lands is described in that certain deed to Lessor from dated _____ recorded in Volume/Liber _____, Page _____, in the Recorder's Office of said County, it being the intent of Lessor to include all lands owned by the Lessor in said County.

1. It is agreed that this lease shall remain in force for a primary term of five (5) years from the Effective Date hereof and as long thereafter as the said land is operated by Lessee in the production of oil or gas. It is expressly understood that Lessee shall maintain its rights of way as granted herein for its pipeline and other surface facilities then existing on the leased premises at the expiration or termination of this lease.

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

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

3. Within Ninety (90) days from the Effective Date hereof Lessee agrees to pay to the Lessor the sum of One Thousand DOLLARS (\$1,000.00) annually, commencing from the date hereof as a rental for the first 12 months, subject however to the right of surrender hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinabove provided for is the chief consideration until commencement of a well. The commencement of a well whether commercially productive or unproductive shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof. Lessee may, at its option, pay rentals and/or royalties quarterly or annually.

4. All payments under this lease shall be made by check or voucher to the order of Lessor and mailed to the above address until the Lessee shall have written notice from the Lessor, its heirs or assigns, accompanied by original or

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

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

6. To pay to the Lessor an annual storage rental of two dollars (\$2.00) per acre per year for the utilization of one or more strata underlying the lease premises for gas storage operations, for so long (in the sole estimation of Lessee) as any stratum is so utilized, and to give to Lessor written notice of the use of the premises for storage operations; and it is agreed that said storage rental is in lieu of delay rental, shut-in royalty, and/or royalty payments, except that storage rental and royalty payments shall be paid simultaneously by Lessee if Lessee simultaneously conducts storage operations in one or more strata in the premises and produces oil and/or gas from one or more other strata; and it is further agreed that the termination of gas storage operations shall be in full liquidation of all storage rental during the remainder of this lease.

7. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the lease premises shall come into dispute or litigation, or, if, in the judgment of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder. Lessor pledges and covenants to execute any and all curative instruments reasonably required by Lessee in furtherance of Lessor's warranties. It is agreed that if Lessor owns an interest in the land herein described less than the entire fee simple estate, then the rentals and royalties to be paid Lessor shall be reduced proportionately.

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

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

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

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

12. Lessee shall upon completion of the first productive well upon said lease premises, or upon any part of the leased premises being included in a unit as described in Paragraph 20 below, make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall, as prepaid royalty, make shut-in

royalty payments in the amount equal to the delay rental amount described above for quarterly periods, beginning one year from the date the first productive well shall be completed until said first well shall be connected to a pipeline. In the event that production of oil, gas or their constituents is thereafter interrupted and not marketed from any well(s) capable of production for a period of twelve (12) consecutive months, Lessee shall pay to Lessor annually for each twelve (12) consecutive months shut in period as shut-in royalty income and as credit against the payment of future royalties the sum of one dollar per acre for each well(s) shut-in, which payments shall serve to maintain this Lease in full force and effect. Lessee's failure to timely and/or properly pay said shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

13. Lessee may, at any time during the term hereof, cancel and surrender this lease, in whole or in part, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the surrendered premises, by the mailing of a notice of such surrender to Lessor or by filing a Release or Surrender of Oil and Gas Lease(s) of record describing the premises being released or surrendered, provided that Lessee shall maintain surface rights-of-way for its existing surface facilities over the surrendered lands.

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

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

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

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

18. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations.

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

20. Lessor grants to the Lessee, its heirs and assigns, the right to consolidate the herein described premises or any part thereof at the option of Lessee with others to form a unit not to exceed 640 acres for the development to the same effect as if said premises together with others in the area had been jointly leased by various Lessors to the Lessee as a single undivided tract and in such event Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of one-eighth (1/8) of the oil or gas marketed from the unitized area as his acreage included therein bears to the total acreage of the unitized area, Lessee may give notice to Lessor of such consolidation by mail to the above address or by filing a declaration of record describing the properties so consolidated or unitized.

21. Lessee may extend the primary term for one additional period equal to the primary term by paying to Lessor at any time within the primary term proportionate to Lessor's percentage of ownership an Extension Payment equal in amount to the annual Delay Rental as herein described in Paragraph 3 above, or by drilling a well on the Leasehold which is capable of commercial production.

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

IN WITNESS WHEREOF, the lessor has/have hereunto set its/their hand(s) the day and year first above written.

WITNESS:

Michelle Nallett

Michelle Nallett

WITNESS:

LESSOR:

Eileen C. (Ferguson) Herdina

Eileen C. (Ferguson) Herdina

LESSOR:

Bernadine (Ferguson) Pearce

WITNESS:

LESSOR:

Marilyn T. (Ferguson) Stringfellow

WITNESS:

LESSOR:

Sarah Virginia (Adams) Uselton

WITNESS:

LESSOR:

Florence H. Dougherty

State of Georgia)
County of Chatham)

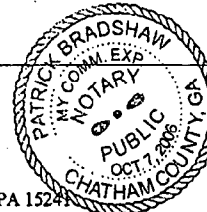
On this 7 day of August, 2006, before me, the undersigned officer, personally appeared
Eileen C. Herdina

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

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

Patrick Bradshaw
Notary Public

My commission expires: Oct 7, 2006
SEAL



FORM: PAOGL 12-9-04

This instrument prepared by: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241
After recording please returned to: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241

This Deed,

Made the TWENTY-FIRST day of DECEMBER in the year
of our Lord one thousand nine hundred and forty-nine (1949).

Between FRED J. THOMPSON, JR., and DORIS C. THOMPSON, his wife, of
Clearfield Borough, Clearfield County, State of Pennsylvania, parties
of the first part, hereinafter called Grantors,

and ESTHER IHAM of 13093 Cedar Road, Cleveland Heights, State of
Ohio, party of the second part, hereinafter called Grantee.

Witnesseth, that in consideration of ONE (\$1.00) DOLLAR
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby
grant and convey to the said grantee, ALL their right, title and interest in
and to 100 Acres of Coal Right, situate in the Township of Jordan,
Clearfield County and State of Pennsylvania, formerly assessed in the
name of John McAlister Heirs.

BEING the same premises which were returned for the non-payment
of taxes for the year 1945 and sold by the Treasurer of Clearfield
County to the Commissioners of Clearfield County as property assessed
in the name of John McAlister Heirs, said deed being dated the ninth
day of September, 1948, and recorded in the office of the Prothonotary
of Clearfield County, Pennsylvania, in Docket No. 147, page 35; and
the same premises which were sold by the Commissioners of Clearfield
County to Fred J. Thompson, Jr., one of the grantors herein, by Private
Sale under Order of Court dated December 5, 1949, Proceedings filed
to No. 477 November Term 1949, said deed being dated 15th day of
December, 1949, and intended to be recorded.

EXHIBIT

24 - 3pgs

And the said grantors, do hereby covenant that they
SPECIALLY the property hereby conveyed.

In Witness Whereof, said grantors ha vehereunto set their hands and seals
this 24 day of December 1949

Signed, Read and Delivered
in the Presence of

Fred J. Thompson, Jr.
Doris G. Thompson

State of PENNSYLVANIA
County of CLEARFIELD

On this, the 24 day of December 1949, before me,

the undersigned officer, personally appeared Fred J. Thompson, Jr., and Doris G. Thompson, 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

43-2

CERTIFICATE OF RESIDENCE
I/We do hereby certify that the precise residence of the within named grantee is
13093 Cedar Road, Cleveland Heights 18, Ohio,
and that there is no actual consideration passing in
this deed.

Entered of Record Dec 24 1949, 11-32-270 Attorney for Weir W. Mullen, Recorder

Chase & Swoope, Attys
Moose Building
Clearfield, Pa.

DEC 24 1949
BY *[Signature]*
NOT A PUBLIC RECORD

DEED CO. SS
OF RECORD

WARRANTY

FRED J. THOMPSON, JR.,
ET UX
TO
ESTHER IHAM

Deed

403
42
Dec

COMMONWEALTH OF PENNSYLVANIA
County of *Clearfield*

RECORDED on this *24* day of *Dec*

A. D. 19*49*, in the Recorder's office of said County, in Deed Book

Vol. *403*, Page *42*

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

Weir W. Mullen
Recorder.

PROBATE COURT OF CUYAHOGA COUNTY, OHIO

758397

FRANCIS J. TALTY, Presiding Judge

156250, 49

ESTATE OF ESTHER M. ISHAM, DECEASEDCase No. 911782 Docket 910 Page

CERTIFICATE OF TRANSFER

NO. 1

Decedent died on May 24, 1980 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Name	Residence Address	Interest in Real Estate so Passing
LUCILLE SCHUMACHER	1486 E. 357th Street Eastlake, OH 44094	One-tenth
MARILYN STRINGFELLOW	13430 Judy Avenue Uniontown, OH 44685	One-tenth
VIRGINIA USELTON <i>SARA H</i>	PO Box 20003 El Cajon, CA 92021	One-tenth
EILEEN C. HERDINA	1122 Merriman Road Akron, OH 44313	One-tenth
LUCILLE SCHUMACHER Guardian for DOROTHY SALISBURY (Incompetent)	1486 E. 357th Street Eastlake, OH 44094	One-tenth
BILLIE JEAN McALLISTER	712 Miffin Street Saxton, PA 16678	One-tenth
JAMES M. DOUGHERTY	4088 Cottage Grove Rd. Uniontown, OH 44685	One-tenth
BERNADINE PEARCE	Abington, VA 24210 <i>P.O. Box 1623</i>	One-tenth
JOHN H. DOUGHERTY	4088 Cottage Grove Rd. Uniontown, OH 44685	One-tenth
CARL DOUGHERTY	4088 Cottage Grove Rd. Uniontown, OH 44685	One-tenth

[Complete if applicable] The real estate described in this certificate is subject to a charge of \$ _____ in favor of decedent's surviving spouse, _____ in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

EXHIBIT

26

CA

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

ARDENT RESOURCES, INC.
a corporation,
Plaintiff

vs.

Bill A, Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

No. 06 - 1912 - CD

Type of Pleading:

**PRAECIPE FOR STATUS
CONFERENCE**

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

NOV 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

62

Att. Naddeo

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

vs.

Bill A, Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

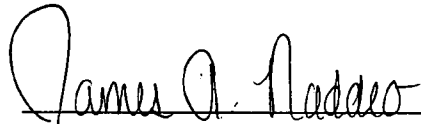
No. 06 - 1912 - CD

PRAECIPE FOR STATUS CONFERENCE

TO THE PROTHONOTARY:

Dear Sir:

Please schedule a status conference in the above-
captioned case.


James A. Naddeo, Esquire
Attorney for Plaintiffs

63

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

vs.

No. 06 - 1912 - CD

Bill A, Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

ORDER

AND NOW, this 24th day of November 2009, it is the
ORDER of this Court that a hearing is scheduled upon Plaintiff's
Praecipe for Status Conference for the 28th day of
January, 2010, at 9:30 A.m. in ~~Courtroom 10~~
Chambers,
Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

Justice J. Ammann

FILED

NOV 24 2009

William A. Shaw
Prothonotary/Clerk of Courts

FILED

NOV 24 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/24/09

☒ 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

ARDENT RESOURCES, INC.
a corporation,
Plaintiff

vs.

Bill A, Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

No. 06 - 1912 - CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

O 10:55 a.m. CK

NOV 25 2009

William A. Shaw
Prothonotary/Clerk of Courts

(611)

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

ARDENT RESOURCES, INC.
a corporation,
Plaintiff

vs.

Bill A. Ricketts and Luane
H. Ricketts, husband and
wife; and Eileen C. Herdina,
Bernadine Pearce, Marilyn T.
Stringfellow, Florence H.
Dougherty and Sarah V.
Usselton, individuals,
Defendants.

No. 06 - 1912 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Praecipe for Status Conference was served on the
following and in the following manner on the 25th day of November,
2009:

First-Class Mail, Postage Prepaid

Laurance B. Seaman, Esq.
GATES & SEAMAN
Two North Front Street
P.O. Box 846
Clearfield, PA 16830

Kim C. Kesner, Esq.
212 South Second Street
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

UN3

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

ARDENT RESOURCES, INC.,
Plaintiff

vs.

BILL A. RICKETTS and LUANE H. RICKETTS,
husband and wife; and EILEEN C. HERDINA,
BERNADINE PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and SARAH V. USELTON,
individuals,
Defendants

* No. 06-1912-CD
*
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*

ORDER

NOW, this 28th day of January, 2010, the Court noting that the parties caused Stipulations of Fact to be filed on June 1, 2009 and that the issue is ownership of gas rights on the part of the Defendants; the parties desiring to waive any non-jury trial and have the Court make a determination of the issue based upon the stipulations; accordingly it is the ORDER of this Court that counsel for the Defendants submit brief to the Court by no later than March 29, 2010. Either party may, in their discretion, provide the Court with a reply brief by no later than April 8, 2010.

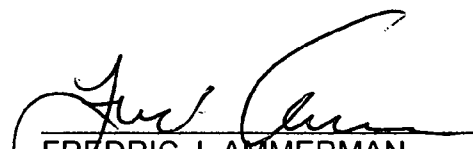
Oral argument shall be scheduled before the Court on the issues on the 15th day of April, 2010 at 1:30 p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

FILED
01:36 PM
JAN 29 2010

William A. Shaw
Prothonotary/Clerk of Courts

1cc Atty's: Naddo
Kesner
Seaman

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

JAN 29 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1/29/10

☐ 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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

vs.

No. 06-1912-CD

BILL A. RICKETTS and LUANNE H.
RICKETTS, husband and wife; and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T.
STRINGFELLOW, FLORENCE H.
DOUGHERTY and SARAH V. USELTON,
individuals,

Defendants

FILED
P11:10/30
APR 21 2010

acc. by: Naddo
Kesner
Seaman

William A. Shaw
Prothonotary/Clerk of Courts

ICC: Law Library
D. Mikesell
(without memo)

(6d)

OPINION

On November 16, 2006, Ardent Resources, Inc., (hereinafter "Plaintiff") filed this action seeking a judgment declaring the rightful owner of the oil and gas estate to a 100 acre parcel in Jordan Township, Clearfield County. The Defendants in this action are, Bill A. and Luanne H. Ricketts, (hereinafter "Ricketts Defendants") and Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty and Sarah V. Uselton, (hereinafter "McAllister Defendants"). In lieu of trial in this matter, the parties jointly submitted Stipulations of Fact, and agree to this Court's reliance upon them for its entry of Findings of Fact without further proof.

The Ricketts Defendants are the current owners of the 100 acre parcel situated in Jordan Township, Clearfield County, (hereinafter "100 acre parcel") by deed dated January 15, 1973 being recorded in Clearfield County Deeds and Records Book to Volume 616, Page 220. (Stipulation #2). There is a dispute regarding whether the gas and oil was severed from the surface estate prior to January 15, 1973. Further, if the gas and oil estate had been severed from the surface estate prior to January 15, 1973 said title would remain

vested in the heirs of John A. McAllister.¹ John A. McAllister acquired title to the 100 acre parcel by deed dated September 1, 1882 recorded in Clearfield County Deeds and Records Book to Volume 38, Page 339. (Stipulation #5). The McAlister Defendants are (at least a portion of) the heirs of John A. McAllister. (Stipulations #25-29).

I. Chain of Title

The Ricketts Defendants (Bill A. Ricketts is now deceased) reside on two (2) parcels of real estate, consisting of 235 acres in Jordan Township, Clearfield County, (hereinafter "Ricketts Farm"). The Ricketts Defendants acquire titled to the Ricketts Farm in 1973 from John W. and Catherine Ricketts. (Stipulation #2). The parcel described as THE SECOND THEREOF contains 100 acres and it is the ownership of the oil and gas under this 100 acres which is the subject of this Declaratory Judgment Action. John W. and Catherine Ricketts acquired the 100 acre parcel by deed dated August 22, 1955, from Ralph and Edith Diehl at Clearfield County Deed Book 445, Page 29. (Stipulation #3).

The chain of title for the 100 acre parcel derives through John McAllister who acquired the parcel (then described as 124 acres and 59 perches) in 1882, by Deed at Clearfield County Deed Book Volume 38, Page 399. (Stipulation #5). The 100 acre parcel is presently assessed as "100 A SURF." and identified by Clearfield County Assessment Map No. 120-G16-2. (Stipulation #6). In 1914, assessment records indicated that the 100 acre parcel was transferred to Mrs. Michael Smith. (Stipulation #9).

John A. McAllister died testate in Ashville, Cambria County on January 19, 1913. (Stipulation #10). His will (which identified him as John McAlister (sic)) was probated in Cambria County at Estate File 9722. (Stipulation #11). Mr. McAllister's will contains the following dispositive provision for the 100 acre parcel:

¹ The Record in this matter contains references to both a John A. McAlister and a John A. McAllister, hereinafter the Court will refer to him as John A. McAllister.

Fourth: I will and bequeath to my Daughter, Mary Smith, all the Surface Land being 130 acres of the Fagan Farm and # 1000 00 dollars the coal under said farm Excepted with usual Mining Rights and Priviledges.

The third paragraph of John McAllister's will provides:

Third: I will and bequeath to my Son, John McAllister, ½ of the coal right in the Fagan Farm situate in Jordan Township, Clearfield County, Pennsylvania.

(Stipulation #14). The McAllister will did not contain a residuary clause.

(Stipulation Exhibit #8).

The Ricketts' title for the 100 acre parcel then derives from a 1937 deed from the Treasurer of Clearfield County to the Clearfield County Commissioners for unpaid 1932, 1933, 1934 and 1935 taxes of property "consisting of 100 acres surface situate in the Township of Jordan purporting to be owned and assessed in the name of Mrs. Michael Smith." (Stipulation #16). In 1943, the Clearfield County Commissioners then sold lands in Jordan Township "containing 100 A Surf and sold as the property of Mrs. Michael Smith..." to John C. Diehl, the Ricketts predecessor in title, by Deed dated August 23, 1943, Clearfield County Deed Book Volume 441, Page 170. (Stipulation #17).

In 1945, John C. Diehl, conveyed to Joseph Radomsky, et al, the interest he had acquired in the 100 acre parcel by Deed dated May 12, 1945 at Clearfield County Deed Book Volume 368, page 253. (Stipulation #18). In 1949, Joseph Radomsky, et al, conveyed to John C. Diehl the interest they had acquired in the 100 acre parcel by Deed dated December 19, 1949 at Clearfield County Deed Book Volume 441, Page 171. (Stipulation #19). In 1954, John C. Diehl conveyed to Ralph Diehl the interest he had acquired in the 100 acre parcel by Deed dated November 1, 1954 at Clearfield County Deed Book Volume 441, Page 174. (Stipulation #20). As stated above, Ralph Diehl later conveyed title to the 100 acre parcel to the Ricketts predecessors in title.

II. Claims of Ownership

The McAllister Defendants, along with other unnamed McAllister heirs, claim ownership of the oil and gas in question, as a result of the separation of oil and gas from the surface by John A. McAllister's will, and therefore, at the tax sale, only 100 acres of surface was acquired in the Ricketts Defendants' chain of title. The McAllister Defendants aver that John A. McAllister's will created a partial intestacy, as it devised to his son half of the coal rights from the Fagan Farm and conveyed the surface rights to his daughter, however it failed to devise or bequeath the oil and gas rights, the remaining half of the coal rights, and did not contain a residuary clause. Furthermore, the McAllister Defendants maintain that the law mandates that title acquired by the purchaser at a tax sale is limited to what was covered by the assessment on which the tax sale was based. *See New Shawmut Mining Co. v. Gordon*, 43 Pa. D. & C.2d 477, 1963 WL 6598 (1963); *Bannard v. New York Natural Gas Corp.*, 448 Pa. 239, 293 A.2d 41 (1972). Accordingly, since Mrs. Michael Smith's unpaid taxes were levied only on the surface rights of the 100 acre parcel, then the tax sale could only convey title to the surface rights.

The Ricketts Defendants claim ownership of the oil and gas rights in question, arguing that John A. McAllister's will conveyed both the surface and oil and gas rights to his daughter. The Ricketts Defendants cite the long recognized presumption that one who writes a will intends to dispose of all his estate and not to die intestate as to any portion thereof. *See In re Grier's Estate*, 403 Pa. 517, 170 A.2d 545 (1961). In addition, the Ricketts maintain that the construction of a will should be adopted in a manner to avoid intestacy unless such construction will do violence to the language of the will. *See In re Hills Estate*, 432 Pa. 269, 247 A.2d 606 (1968); 20 PA. C.S.A. §2514(1.1). Based upon the presumption against intestacy and a lack of a specific intent by John A. McAllister in his will to exclude the oil and gas estate, the Ricketts Defendants aver that his will did in fact

convey both the surface rights and gas and oil rights to his daughter, which then passed the chain of title to them.

Having presented each set of Defendants respective claims of ownership to the oil and gas rights of the 100 acre parcel, the Court will now determine which party is the rightful owner of said rights.

III. Declaration of Ownership

This Court finds that the Ricketts Defendants are the rightful owners of the oil and gas estate to the 100 acre parcel in Jordan Township, Clearfield County. Utilizing the presumption that one who writes a will intends to dispose of all his estate and not to die intestate as to any portion thereof, the Court finds the John A. McAllister intended to devise and bequeath to his daughter both the surface rights and the oil and gas rights. *See In re Grier's Estate*, 403 Pa. 517, 170 A.2d 545 (1961)(holding that “[o]ne who writes a will is presumed to intend to dispose of all his estate and not to die intestate as to any portion thereof” and “[i]f possible to do so, a will must be construed to avoid an intestacy.”)(citations omitted). The Court also finds that the McAllister Defendants have failed to present sufficient evidence to show that John A. McAllister intended to withhold the oil and gas rights from his daughter. *See* 20 PA. C.S.A. §2514(1.1)(“ In the absence of a contrary intent appearing therein, wills shall be construed as to real and personal estate in accordance with the following rules: (1.1) Construction that will passes all property.--A will shall be construed to apply to all property which the testator owned at his death, including property acquired after the execution of his will.”)

There is nothing in the McAllister will or in the stipulated facts that show any intent by John A. McAllister to exclude the oil and gas estate of the Fagan farm from his will. The lack of a residuary clause does not signal an intent for a partial intestacy, but

rather this Court believes it demonstrates that Mr. McAllister intended to convey his entire estate, particularly the Fagan Farm.

The Court finds that the language of the conveyance to Mary Smith in the McAllister will of "all the surface land" is merely an acknowledgment of the severance of half of the coal rights in the preceding paragraph. *See Yuscavage v. Hamlin*, 391 Pa. 13, 137 A.2d 242 (1958)(holding "[w]e are satisfied that the grantors conveyed their entire right, title and interest in and to the land as the deed in the main indicates. It must be remembered that the coal here had already been reserved and removed, and we are convinced that the term 'surface' was employed in contemplation of that severance only."). Further, the Court finds that the Clearfield County Treasurer and Commissioners deeds which describe the assessment as "surface," also relates to the severance of the coal rights, and does not sever the oil and gas estate from the surface rights on the 100 acre parcel.

ORDER


AND NOW, this 21st day of April, 2010, the parties having agreed to an adjudication of this action upon their joint Stipulation, and after consideration thereof, this Court finds and declares the following in accordance with the Declaratory Judgments Act, 42 Pa. C.S.A. Section 7531 et seq:

1. This Court approves and adopts the Stipulations as its Findings of Fact.
2. This Court makes the following Conclusions of Law:
 - a. By the Fourth paragraph of his will John A. McAllister intended to devise to his daughter, Mary Smith, fee simple title in and to the 100 acre parcel, identified by Clearfield County Tax Assessment Map Number 120-G16-2, more fully described in that deed to Bill A. Ricketts and Luanne H. Ricketts dated January 15, 1973, recorded in the Office

of the Recorder of Deeds of Clearfield County on January 22, 1973 to Deed Book Volume 616, at Page 220, and described therein as parcel #1 including the oil and gas estate excepting only the coal separately devised.

- b. John McAllister's will devised to his daughter, Mary Smith, fee simple title to the 100 acre parcel subject only to the devise in Paragraph 3 of an interest in the coal to his son, John McAllister.
 - c. Title to the oil and gas estate in and to the 100 acre parcel, more fully described above, was acquired by and is vested in Luanne H. Ricketts.
3. Based upon these findings, this Court makes the following declarations:
- a. Luanne H. Ricketts is the fee simple owner of the oil and gas estate under and to the 100 acre parcel described hereinbefore.
 - b. Her title is hereby quieted free and clear of the adverse claims of the Defendants Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty, Sarah V. Uselton, and/or any other parties claiming by or through them and/or any other parties claiming by or through John McAllister and/or his administrators, executors, heirs, successors, or assigns.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

APR 21 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/21/10

 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:

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

vs.

BILL A. RICKETTS and LUANNE H.
RICKETTS, husband and wife;
and EILEEN C. HERDINA,
BERNADINE PEARCE, MARILYN T.
STRINGFELLOW, FLORENCE H.
DOUGHERTY and SARAH V.
USELTON, individuals,

Defendants

No. 2006-1912-CD

Type of Case: Civil

Type of Pleading:
NOTICE OF APPEAL

Filed on behalf of Defendants:
Eileen C. Herdina, Bernadine Pearce,
Marilyn T. Stringfellow, Florence H.
Dougherty and Sarah V. Uselton

Counsel of Record for this Party:
Laurance B. Seaman, Esq.

Supreme Court No.: 19620

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED

MAY 19 2010

William A. Shaw
Prothonotary/Clerk of Courts

(610)

CO \$ 50.00 Alky
OK a notice to
higher court?

10:33am

w/1cc

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

ARDENT RESOURCES, INC.,
a corporation, Plaintiff

-vs-

No. 2006-1912-CD

BILL A. RICKETTS and LUANNE H.
RICKETTS, husband and wife, and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and SARAH V.
USELTON, individuals, Defendants

NOTICE OF APPEAL

Notice is hereby given that Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty and Sarah V. Uselton, Defendants above named, hereby appeal to the Superior Court of Pennsylvania from the Order, dated April 21, 2010 and entered in this matter April 21, 2010. This Order has been entered in the docket as evidenced by the attached copy of the docket entries.



Date: May 19, 2010

Laurance B. Seaman, Esquire
(Pa. I.D. 19620)
Attorney for Defendants,
Eileen C. Herdina, Bernadine Pearce,
Marilyn T. Stringfellow, Florence H.
Dougherty and Sarah V. Uselton

Gates & Seaman, Attorneys at Law
Two North Front Street
P. O. Box 846
Clearfield, Pa 16830
(814) 765-1766

Date: 5/19/2010

Clearfield County Court of Common Pleas

User: LMILLER

Time: 08:48 AM

ROA Report

Page 1 of 2

Case: 2006-01912-CD

Current Judge: Fredric Joseph Ammerman

Ardent Resources, Inc. vs. Bill A. Ricketts, et al

Civil Other-COUNT

Date		Judge
11/16/2006	New Case Filed.	No Judge
	Filing: Civil Complaint-Action for Declaratory Judgment Paid by: Naddeo, James A. (attorney for Ardent Resources, Inc.) Receipt number: 1916486 Dated: 11/16/2006 Amount: \$85.00 (Check) 7 Cert. to Atty.	No Judge
12/4/2006	Answer by Defendants Bill A. Ricketts and Luanne H. Ricketts to Complaint for Declaratory Judgment, filed by s/ Kim C. Kesner Esq. 4CC Kesner.	No Judge
12/7/2006	Praecipe, filed. Please enter my appearance on behalf of Defendants, Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty and Sarah V. Uselton, in the aforementioned action, filed by s/ Laurance B. Seaman Esq. No CC.	No Judge
	Affidavit of Service filed. That a certified copy of the Complaint-Action for Declaratory Judgment filed in the above-captioned action was served upon the following defendants, on the the following dates and at the following addresses, in accordance with Pa.R.C.P. 403 & 404 by first class mail, restricted delivery, return receipt requested, filed by s/James A. Naddeo Esq. 2CC Atty Naddeo.	No Judge
1/19/2007	Acceptance of Service, filed. I hereby accept service of the Complaint-Action for Declaratory Judgment filed in this matter on behalf of Florence H. Dougherty and certify that I am authorized to do so on behalf of Defendant, Florence H. Dougherty, signed by s/ Laurence B. Seaman Esq., filed by s/ James A. Naddeo Esq. No CC.	No Judge
2/14/2007	Sheriff Return, November 20, 2006 at 10:44 am Served the within Complaint Action for Declaratory Judgment on Bill A. Ricketts. November 20, 2006 at 10:44 Served the within Complaint Action for Declaratory Judgment on Luane H. Ricketts. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Naddeo \$68.42	No Judge
2/20/2007	Answer to Complaint in Declaratory Judgment, filed by s/ Laurance B. Seaman, Esquire. No CC	No Judge
6/26/2007	Certificate of Service, filed. That on the 22nd day of June 2007, served Defendant, Luanne H. Rickett's Interrogatories to Defendant(s), McAllister Heirs on Laurance B. Seaman Esq., filed by s/ Kim C. Kesner Esq. 1CC Atty Naddeo.	No Judge
11/19/2008	Certificate of Service, filed. That on the 11 day of November 2008, served a true and correct copy of the within Second Set of Interrogatories by first class mail to Laurance B. Seaman Esq., filed by s/ Kim C. Kesner Esq. 1CC Atty Kesner.	No Judge
	Certificate of Service, filed. That on the 11 day of November 2008 served a true and correct copy of the within First Set of Interrogatories by first class mail to James A. Naddeo Esq., filed by s/ Kim C. Kesner Esq. 1CC Atty Kesner.	No Judge
12/9/2008	Certificate of Service, filed. That a true and correct copy of Answers to First Set of Interrogatories from defendant, Luanne H. Ricketts was served on the 8th day of December 2006 to Laurance B. Seaman Esq. and Kim C. Kesner Esq., filed by s/ James A. Naddeo Esq. No CC.	No Judge
1/6/2009	Answers To Defendant Luanne H. Ricketts' Interrogatories Directed to Defendants, Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty and Sara V. Uselton, filed by s/ Laurance B. Seaman, Esquire. no CC	No Judge

Date: 5/19/2010

Clearfield County Court of Common Pleas

User: LMILLER

Time: 08:48 AM

ROA Report

Page 2 of 2

Case: 2006-01912-CD

Current Judge: Fredric Joseph Ammerman

Ardent Resources, Inc. vs. Bill A. Ricketts, et al

Civil Other-COUNT

Date	Judge
1/8/2009	No Judge
Praecipe to List for Trial, filed by s/ James A. Naddeo Esq. 2CC Atty Naddeo JURY TRIAL	
1/12/2009	Fredric Joseph Ammerman
Order, this 12th day of jan., 2009, pre-trial conference is scheduled for March 12, 2009 at 9:30 a.m. in Judges Chambers. Jury Selection is scheduled for April 2, 2009 at 9:00 a.m. in Courtroom 1. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Naddeo, Kesner, Seaman	
3/13/2009	Fredric Joseph Ammerman
Order, this 12th day of march, 2009, following Pre-Trial Conference, it is Ordered: The case is removed from the previously scheduled jury selection date of April 2, 2009; Counsel for the Defs. will file any stipulations of fact no later than June 1, 2009. If the parties then agree that the legal issues relative the title to the gas rights can be decided based upon the stipulations and documents to be presented to the Court, they will then request a date for submission of briefs and oral argumentst; If ultimately the parties do not agree on submitting the issues to the Court by stipulation, then counsel shall request that a date for non-jury trial be set. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Naddeo, Kesner, Seaman	
3/18/2009	Fredric Joseph Ammerman
Supplemental Answers to Interrogatories Directed to Defendants Herdina Pearce, Stringfellow, Dougherty Uselton, filed by s/ Laurance B. Seaman, Esquire. No CC	
6/1/2009	Fredric Joseph Ammerman
Stipulations, signed by Kim C. Kesner, Esquire, and Laurance B. Seaman, Esquire. 1CC Atty. Seaman	
11/20/2009	Fredric Joseph Ammerman
Praecipe For Status Conference, filed by s/ James A. Naddeo, Esquire. 2CC Atty. Naddeo	
11/24/2009	Fredric Joseph Ammerman
Order, this 24th day of Nov., 2009, it is Ordered that a hearing is scheduled upon Plaintiff's Praecipe for Status Conference for the 28th day of Jan., 2010, at 9:30 a.m. in Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Naddeo	
11/25/2009	Fredric Joseph Ammerman
Certificate of Service, a certified copy of the Praecipe for Status Conference was served on Laurance B. Seaman, esquire, and Kim C. Kesner, esquire, on the 25th of Nov., 2009 by First-Class Mail. filed by s/ James A. Naddeo, Esquire. No CC	
1/29/2010	Fredric Joseph Ammerman
Order, this 28th of Jan., 2010, it is Ordered that counsel for the Defendants submit brief to the Court by no later than March 29, 2010. Either party may, in their discretion, provide the Court with a reply brief by no later than April 8, 2010. Oral argument shall be scheduled on the 15th of April, 2010 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Naddeo, Kesner, Seaman	
4/21/2010	Fredric Joseph Ammerman
Opinion and Order, this 21st of April, 2010, the parties having agreed to an adjudication of this action upon their joint Stipulation, and after consideration thereof, this Court finds and declares the following in accordance with the Declaratory Judgments Act, 42 Pa. C.S.A. Section 7531 et seq: (See original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Naddeo, Kesner, Seaman; 1CC Law Library, D. Mikesell (without memo).	

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

MAY 19 2010

Attest.

William B. Seaman
Prothonotary/
Clerk of Courts

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

ARDENT RESOURCES, INC.,
a corporation,
Plaintiff

vs.

BILL A. RICKETTS and LUANNE H.
RICKETTS, husband and wife;
and EILEEN C. HERDINA,
BERNADINE PEARCE, MARILYN T.
STRINGFELLOW, FLORENCE H.
DOUGHERTY and SARAH V.
USELTON, individuals,
Defendants

No. 2006-1912-CD

Type of Case: Civil

Type of Pleading:
PROOF OF SERVICE

Filed on behalf of Defendants:
Eileen C. Herdina, Bernadine Pearce,
Marilyn T. Stringfellow, Florence H.
Dougherty and Sarah V. Uselton

Counsel of Record for this Party:
Laurance B. Seaman, Esq.

Supreme Court No.: 19620

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED ^{10:40}
^{9/10:33am} Superior Court
MAY 19 2010 (C-10)

⚡

William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC., a corporation, Plaintiff

-vs-

No. 2006-1912-CD

BILL A. RICKETTS and LUANNE H. RICKETTS,
husband and wife, and EILEEN C. HERDINA,
BERNADINE PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and SARAH V.
USELTON, individuals, Defendants

PROOF OF SERVICE

I hereby certify that service of a true and correct copy of the within Notice of Appeal was served by depositing the same within the custody of the United States Postal Service, first class mail, postage prepaid, on May 19, 2010, addressed as follows:

James A. Naddeo, Esquire
207 East Market Street
P. O. Box 552
Clearfield, PA 16830

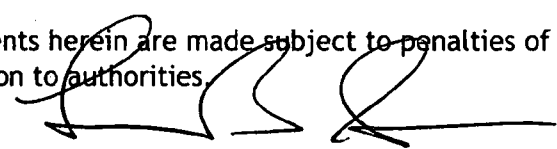
Kim C. Kesner, Esquire
212 South Second Street
Clearfield, PA 16830

The Honorable Fredric J. Ammerman
President Judge
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Daniel J. Nelson,
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Official Court Reporter
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

I understand that any false statements herein are made subject to penalties of 18 Pa. C. S. § 4904 relating to unsworn falsification to authorities.


Laurance B. Seaman, Esquire
(Pa. I.D. 19620)

Attorney for Defendants, Eileen C. Herdina,
Bernadine Pearce, Marilyn T. Stringfellow,
Florence H. Dougherty and Sarah V.
Uselton

Gates & Seaman, Attorneys at Law
Two North Front Street, P. O. Box 846
Clearfield, Pa 16830
(814) 765-1766

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

ARDENT RESOURCES, INC.,
a corporation,
Plaintiff

vs.

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and EILEEN C. HERDINA,
BERNADINE PEARCE, MARILYN T.
STRINGFELLOW, FLORENCE H.
DOUGHERTY and SARAH V.
USELTON, individuals,
Defendants

No. 2006-1912-CD

Type of Case: Civil

Type of Pleading:
NOTICE OF APPEAL

Filed on behalf of Defendants:
Eileen C. Herdina, Bernadine Pearce,
Marilyn T. Stringfellow, Florence H.
Dougherty and Sarah V. Uselton

Counsel of Record for this Party:
Laurance B. Seaman, Esq.

Supreme Court No.: 19620

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

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

ARDENT RESOURCES, INC.,
a corporation, Plaintiff

-vs-

No. 2006-1912-CD

BILL A. RICKETTS and LUANNE H.
RICKETTS, husband and wife, and
EILEEN C. HERDINA, BERNADINE
PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and SARAH V.
USELTON, individuals, Defendants

NOTICE OF APPEAL

Notice is hereby given that Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty and Sarah V. Uselton, Defendants above named, hereby appeal to the Superior Court of Pennsylvania from the Order, dated April 21, 2010 and entered in this matter April 21, 2010. This Order has been entered in the docket as evidenced by the attached copy of the docket entries.



Date: May 19, 2010

Laurance B. Seaman, Esquire
(Pa. I.D. 19620)
Attorney for Defendants,
Eileen C. Herdina, Bernadine Pearce,
Marilyn T. Stringfellow, Florence H.
Dougherty and Sarah V. Uselton

Gates & Seaman, Attorneys at Law
Two North Front Street
P. O. Box 846
Clearfield, Pa 16830
(814) 765-1766

Date: 5/19/2010

Clearfield County Court of Common Pleas

User: LMILLER

Time: 08:48 AM

ROA Report

Page 1 of 2

Case: 2006-01912-CD

Current Judge: Fredric Joseph Ammerman

Ardent Resources, Inc. vs. Bill A. Ricketts, et al

Civil Other-COUNT

Date		Judge
11/16/2006	New Case Filed.	No Judge
	Filing: Civil Complaint-Action for Declaratory Judgment Paid by: Naddeo, James A. (attorney for Ardent Resources, Inc.) Receipt number: 1916486 Dated: 11/16/2006 Amount: \$85.00 (Check) 7 Cert. to Atty.	No Judge
12/4/2006	Answer by Defendants Bill A. Ricketts and Luanne H. Ricketts to Complaint for Declaratory Judgment, filed by s/ Kim C. Kesner Esq. 4CC Kesner.	No Judge
12/7/2006	Praecipe, filed. Please enter my appearance on behalf of Defendants, Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty and Sarah V. Uselton, in the aforementioned action, filed by s/ Laurance B. Seaman Esq. No CC.	No Judge
	Affidavit of Service filed. That a certified copy of the Complaint-Action for Declaratory Judgment filed in the above-captioned action was served upon the following defendants, on the the following dates and at the following addresses, in accordance with Pa.R.C.P. 403 & 404 by first class mail, restricted delivery, return receipt requested, filed by s/James A. Naddeo Esq. 2CC Atty Naddeo.	No Judge
1/19/2007	Acceptance of Service, filed. I hereby accept service of the Complaint-Action for Declaratory Judgment filed in this matter on behalf of Florence H. Dougherty and certify that I am authorized to do so on behalf of Defendant, Florence H. Dougherty, signed by s/ Laurence B. Seaman Esq., filed by s/ James A. Naddeo Esq. No CC.	No Judge
2/14/2007	Sheriff Return, November 20, 2006 at 10:44 am Served the within Complaint Action for Declaratory Judgment on Bill A. Ricketts. November 20, 2006 at 10:44 Served the within Complaint Action for Declaratory Judgment on Luane H. Ricketts. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Naddeo \$68.42	No Judge
2/20/2007	Answer to Complaint in Declaratory Judgment, filed by s/ Laurance B. Seaman, Esquire. No CC	No Judge
6/26/2007	Certificate of Service, filed. That on the 22nd day of June 2007, served Defendant, Luanne H. Rickett's Interrogatories to Defendant(s), McAllister Heirs on Laurance B. Seaman Esq., filed by s/ Kim C. Kesner Esq. 1CC Atty Naddeo.	No Judge
11/19/2008	Certificate of Service, filed. That on the 11 day of November 2008, served a true and correct copy of the within Second Set of Interrogatories by first class mail to Laurance B. Seaman Esq., filed by s/ Kim C. Kesner Esq. 1CC Atty Kesner.	No Judge
	Certificate of Service, filed. That on the 11 day of November 2008 served a true and correct copy of the within First Set of Interrogatories by first class mail to James A. Naddeo Esq., filed by s/ Kim C. Kesner Esq. 1CC Atty Kesner.	No Judge
12/9/2008	Certificate of Service, filed. That a true and correct copy of Answers to First Set of Interrogatories from defendant, Luanne H. Ricketts was served onthe 8th day of December 2008 to Laurance B. Seaman Esq. and Kim C. Kesner Esq., filed by s/ James A. Naddeo Esq. No CC.	No Judge
1/6/2009	Answers To Defendant Luanne H. Ricketts' Interrogatories Directed to Defendants, Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow, Florence H. Dougherty and Sara V. Uselton, filed by s/ Laurance B. Seaman, Esquire. no CC	No Judge

Date: 5/19/2010

Clearfield County Court of Common Pleas

User: LMILLER

Time: 08:48 AM

ROA Report

Page 2 of 2

Case: 2006-01912-CD

Current Judge: Fredric Joseph Ammerman

Ardent Resources, Inc. vs. Bill A. Ricketts, et al

Civil Other-COUNT

Date	Judge
1/8/2009	No Judge
Praecipe to List for Trial, filed by s/ James A. Naddeo Esq. 2CC Atty Naddeo JURY TRIAL	
1/12/2009	Fredric Joseph Ammerman
Order, this 12th day of jan., 2009, pre-trial conference is scheduled for March 12, 2009 at 9:30 a.m. in Judges Chambers. Jury Selection is scheduled for April 2, 2009 at 9:00 a.m. in Courtroom 1. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Naddeo, Kesner, Seaman	
3/13/2009	Fredric Joseph Ammerman
Order, this 12th day of march, 2009, following Pre-Trial Conference, it is Ordered: The case is removed from the previously scheduled jury selection date of April 2, 2009; Counsel for the Defs. will file any stipulations of fact no later than June 1, 2009. If the parties then agree that the legal issues relative the title to the gas rights can be decided based upon the stipulations and documents to be presented to the Court, they will then request a date for submission of briefs and oral argumentst; If ultimately the parties do not agree on submitting the issues to the Court by stipulation, then counsel shall request that a date for non-jury trial be set. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Naddeo, Kesner, Seaman	
3/18/2009	Fredric Joseph Ammerman
Supplemental Answers to Interrogatories Directed to Defendants Herdina Pearce, Stringfellow, Dougherty Uselton, filed by s/ Laurance B. Seaman, Esquire. No CC	
6/1/2009	Fredric Joseph Ammerman
Stipulations, signed by Kim C. Kesner, Esquire, and Laurance B. Seaman, Esquire. 1CC Atty. Seaman	
11/20/2009	Fredric Joseph Ammerman
Praecipe For Status Conference, filed by s/ James A. Naddeo, Esquire. 2CC Atty. Naddeo	
11/24/2009	Fredric Joseph Ammerman
Order, this 24th day of Nov., 2009, it is Ordered that a hearing is scheduled upon Plaintiff's Praecipe for Status Conference for the 28th day of Jan., 2010, at 9:30 a.m. in Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Naddeo	
11/25/2009	Fredric Joseph Ammerman
Certificate of Service, a certified copy of the Praecipe for Status Conference was served on Laurance B. Seaman, esquire, and Kim C. Kesner, esquire, on the 25th of Nov., 2009 by First-Class Mail. filed by s/ James A. Naddeo, Esquire. No CC	
1/29/2010	Fredric Joseph Ammerman
Order, this 28th of Jan., 2010, it is Ordered that counsel for the Defendants submit brief to the Court by no later than March 29, 2010. Either party may, in their discretion, provide the Court with a reply brief by no later than April 8, 2010. Oral argument shall be scheduled on the 15th of April, 2010 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Naddeo, Kesner, Seaman	
4/21/2010	Fredric Joseph Ammerman
Opinion and Order, this 21st of April, 2010, the parties having agreed to an adjudication of this action upon their joint Stipulation, and after consideration thereof, this Court finds and declares the following in accordance with the Declaratory Judgments Act, 42 Pa. C.S.A. Section 7531 et seq: (See original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Naddeo, Kesner, Seaman; 1CC Law Library, D. Mikesell (without memo).	

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

MAY 19 2010

Attest.

Willie L. Miller
Prothonotary/
Clerk of Courts

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 839 WDA 2010

Page 1 of 4

May 28, 2010

Secure



CAPTION

Ardent Resources, Inc., a corporation

v.

Bill A. Ricketts and Luanne H. Ricketts, husband and wife;
and Eileen C. Herdina, Bernadine Pearce, Marilyn T. Stringfellow,
Florence H. Dougherty and Sarah V. Uselton, individuals
Appellants

00-1912-CD

CASE INFORMATION

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: May 27, 2010 Awaiting Original Record

Journal Number:

Case Category: Civil Case Type(s): Declaratory Judgment

CONSOLIDATED CASES

RELATED CASES

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement

Next Event Due Date: June 11, 2010

Next Event Type: Original Record Received

Next Event Due Date: July 19, 2010

COUNSEL INFORMATION

Appellant: Uselton, Sarah V.

Pro Se: No Appoint Counsel Status: Represented

IFP Status:

Attorney: Seaman, Laurance B.

Bar No: 019620

Law Firm: Gates & Seaman

Address: 2 N FRONT ST
PO BOX 846
CLEARFIELD, PA 16830

Phone No: (814) 765-1766

Fax No: (814) 765-1488

Receive Mail: Yes

Receive EMail: Yes EMail Address: lbgatesandseaman@atlanticbnn.net

FILED
JUN 01 2010

William A. Shaw
Prothonotary/Clerk of Courts

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 839 WDA 2010

Page 2 of 4

May 28, 2010

Secure



COUNSEL INFORMATION

Appellant Stringfellow, Marilyn T.

Pro Se: No Appoint Counsel Status: Represented

IFP Status:

Attorney: Seaman, Laurance B.

Bar No: 019620

Law Firm: Gates & Seaman

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Receive Mail: Yes

Receive EMail: No

Appellant Pearce, Bernadine

Pro Se: No Appoint Counsel Status: Represented

IFP Status:

Attorney: Seaman, Laurance B.

Bar No: 019620

Law Firm: Gates & Seaman

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Phone No: (814) 765-1766

Fax No: (814) 765-1488

Receive Mail: Yes

Receive EMail: No

Appellant Herdina, Eileen C.

Pro Se: No Appoint Counsel Status: Represented

IFP Status: No

Attorney: Seaman, Laurance B.

Bar No: 019620

Law Firm: Gates & Seaman

Address: 2 N FRONT ST
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Receive Mail: Yes

Receive EMail: No

Appeal Docket Sheet

Docket Number: 839 WDA 2010

Page 3 of 4

May 28, 2010

Secure



COUNSEL INFORMATION

Appellant Dougherty, Florence H.

Pro Se: No Appoint Counsel Status: Represented

IFP Status:

Attorney: Seaman, Laurance B.

Bar No: 019620

Law Firm: Gates & Seaman

Address: 2 N FRONT ST
PO BOX 846
CLEARFIELD, PA 16830

Phone No: (814) 765-1766

Fax No: (814) 765-1488

Receive Mail: Yes

Receive EMail: No

Appellee Ardent Resources, Inc a Corporation

Pro Se: No Appoint Counsel Status: Represented

IFP Status:

Attorney: Naddeo, James A.

Bar No: 006820

Law Firm: Law Office of Naddeo & Lewis, LLC

Address: 207 E MARKET ST
PO BOX 552
CLEARFIELD, PA 16830

Phone No: (814) 765-1601

Fax No: (814) 765-8142

Receive Mail: Yes

Receive EMail: No

Participant Ricketts, Luanne H.

Pro Se: No Appoint Counsel Status: Represented

IFP Status:

Attorney: Kesner, Kim C.

Bar No: 028307

Address: 212 S Second St
Clearfield, PA 16830

Phone No: (814) 765-1706

Fax No:

Receive Mail: Yes

Receive EMail: No

Participant Ricketts, Bill A.

Pro Se: No Appoint Counsel Status: Represented

IFP Status:

Attorney: Kesner, Kim C.

Bar No: 028307

Address: 212 S Second St
Clearfield, PA 16830

Phone No: (814) 765-1706

Fax No:

Receive Mail: Yes

Receive EMail: No

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 839 WDA 2010

Page 4 of 4

May 28, 2010

Secure



FEE INFORMATION

Fee Dt	Fee Name	Fee Amt	Receipt Dt	Receipt No	Receipt Amt
05/27/2010	Notice of Appeal	73.50	05/27/2010	2010-SPR-W-000557	73.50

AGENCY/TRIAL COURT INFORMATION

Court Below:	Clearfield County Court of Common Pleas		
County:	Clearfield	Division:	Clearfield County Civil Division
Order Appealed From:	April 21, 2010	Judicial District:	46
Documents Received:	May 27, 2010	Notice of Appeal Filed:	May 19, 2010
Order Type:	Order Dated		
OTN(s):			
Lower Ct Docket No(s):	No. 2006-1912-CD		
Lower Ct Judge(s):	Ammerman, Fredric J. President Judge		

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description
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Date of Remand of Record:

BRIEFING SCHEDULE

None

None

DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
May 27, 2010	Notice of Appeal Docketed	Appellant	Herdina, Eileen C.
		Appellant	Pearce, Bernadine
		Appellant	Stringfellow, Marilyn T.
		Appellant	Dougherty, Florence H.
		Appellant	Useton, Sarah V.
May 28, 2010	Docketing Statement Exited (Civil)		

Superior Court of Pennsylvania

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

ARDENT RESOURCES, INC., a corporation,

NO. 06-1912-CD

vs

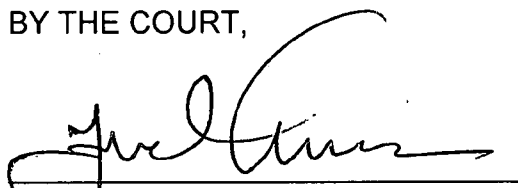
BILL A. RICKETTS and LUANNE H. RICKETTS,
husband and wife; and EILEEN C. HERDINA,
BERNADINE PEARCE, MARILYN T. STRINGFELLOW,
FLORENCE H. DOUGHERTY and SARAH V. USELTON,
individuals,

Appellants

ORDER

NOW, this 1st day of June, 2010, this Court having been notified of Appeal to the Superior Court of Pennsylvania in the above-captioned matter; it is the ORDER of this Court that, Appellant, file a concise statement of the matters complained of on said Appeal no later than twenty-one (21) days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED *icc*
01/01/2010
JUN 02 2010
William A. Shaw
Prothonotary/Clerk of Courts
Arty's
Kesner
Naddeo
Seaman

FILED

JUN 02 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/2/10

X You are responsible for serving all appropriate parties.

X The Prothonotary/Clerk has provided service to the following parties:

Plaintiff(s) X Plaintiff(s) Attorney Garber

Defendant(s) X Defendant(s) Attorney

Special Instructions



Superior Court of Pennsylvania

Western District

Karen Reid Bramblett, Esq.
Prothonotary
Eleanor R. Valecko
Deputy Prothonotary

310 Grant Street, Suite 600
Pittsburgh, PA 15219-2297
(412) 565-7592
www.superior.court.state.pa.us

June 17, 2010

NOTICE OF DISCONTINUANCE OF ACTION

2006-1912-CD

RE: Ardent Resources v. Ricketts, B. et al
839 WDA 2010
Appeal of: Eileen C. Herdina
Bernadine Pearce
Marilyn T. Stringfellow
Florence H. Dougherty
Sarah V. Uselton
Initiating Document: Notice of Appeal
Trial Court: Clearfield County Court of Common Pleas
Trial Court Docket No: No. 2006-1912-CD

The above-captioned matter has been marked "Discontinued" with this court. Certification is being sent to the lower court.

Attorney Name	Participant Name	Participant Type
Kim C. Kesner, Esq.	Bill A. Ricketts	Participant
Kim C. Kesner, Esq.	Luanne H. Ricketts	Participant
James A. Naddeo, Esq.	Ardent Resources, Inc a Corporation	Appellee
Laurance B. Seaman, Esq.	Bernadine Pearce	Appellant
Laurance B. Seaman, Esq.	Sarah V. Uselton	Appellant
Laurance B. Seaman, Esq.	Eileen C. Herdina	Appellant
Laurance B. Seaman, Esq.	Florence H. Dougherty	Appellant
Laurance B. Seaman, Esq.	Marilyn T. Stringfellow	Appellant

FILED
mho.syl
JUN 21 2010
William A. Shaw
Prothonotary/Clerk of Courts

In the Superior Court of Pennsylvania

Sitting at Pittsburgh

No. 839

WESTERN DOCKET APPEAL. 2010

Ardent Resources, Inc., a corporation

v.

Bill A. Ricketts and Luanne H. Ricketts,
husband and wife;
and Eileen C. Herdina, Bernadine Pearce,
Marilyn T. Stringfellow,
Florence H. Dougherty and Sarah V.
Uselton, individuals
Appellants

Appeal from the Order of 4-21-2010

Honorable Fredric J. Ammerman

Court of Common Pleas of Clearfield County
Civil Division.

Docket Numbers: No. 2006-1912-CD

Order of court

Date: June 17, 2010 PRAECIPE FOR DISCONTINUANCE FILED:
(APPEAL DISCONTINUED)

FILED No
m/10:5/2010 cc
JUN 21 2010 (61)
William A. Shaw
Prothonotary/Clerk of Courts

In Testimony Whereof, I have hereunto set my hand and the seal of said Court at
Pittsburgh, Pa.

this

17th

Day of

June

2010

Eleanor R. Ualecho

Deputy Prothonotary