

Robert Day et al vs John Brandon et al
2007-737-CD

07-737-CD
Robert Day vs Dominion Expl.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT M. DAY, CAROL I. DAY and JOHN B. BRANDON, Plaintiffs, vs. DOMINION EXPLORATION AND PRODUCTION, Defendant, : CIVIL ACTION- (EQUITY)
: No. 07-737-CD
: Type of Case: Quiet Title
: Type of Pleading: Complaint
: Filed on behalf of: Plaintiffs
: Council of Record for the Party:
: David A. Grady, Esquire
: Supreme Court No. 201678
: PO Box 220
: 12 North Third Street
: Reynoldsville, Pa. 15851
: 814-653-8553

Dated: _____

per \$85.00
3cc AM Grady
9/2/05 cm
MAY 10 2007
FILED
GR
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT M. DAY, CAROL I. DAY and JOHN B. BRANDON,	:	CIVIL ACTION- (EQUITY)
Plaintiffs,	:	No.
vs.	:	
DOMINION EXPLORATION AND PRODUCTION,	:	
Defendant,		

NOTICE TO DEFEND

TO: Dominion Exploration and Production

A COMPLAINT HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PETITIONER. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 ext. 5982

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT M. DAY, CAROL I. DAY and JOHN : CIVIL ACTION- (EQUITY)
B. BRANDON, :

Plaintiffs, : No.

vs. :

DOMINION EXPLORATION AND
PRODUCTION, Defendant, :

COMPLAINT IN CIVIL ACTION

1. Plaintiff, Robert M. Day and Carol I. Day are adult individuals of 3932 Big Run-
Prescottville Road, Reynoldsville, Pennsylvania 15851.
2. Plaintiff, John B. Brandon, is an adult individual with a mailing address of PO Box 220,
Reynoldsville, Pennsylvania 15851.
3. Defendant, Dominion Exploration and Production, is a corporation, with an office at 303
Airport Professional Center, Indiana, PA 15701
4. Plaintiffs are owners of real property, consisting of 1420 acres more or less of oil and gas,
located in Huston Township, Clearfield County, Pennsylvania and Horton Township, Elk
County, Pennsylvania (the Property) by virtue of a deed of James L. Bond, Executor Of
Logan L. Bond and Mary L. Bond, Dated August 23, 1985 and recorded in Clearfield
County Deed Book 1045, Page 394.
5. Said oil and gas is subject to a lease from Logan L. Bond and Mary P. Bond, his wife to
New York State Natural Gas Corporation, dated June 16, 1955 and recorded in Clearfield
County Miscellaneous Book 96, Page 489 and Elk County Miscellaneous Book U, Page
168. (the Lease) Plaintiffs' Exhibit "A"

6. Defendant Dominion is the successor in interest of New York State Natural Gas Corporation, and as such holds the rights and duties of the Lessee in the Lease.
7. Defendant operates two wells on the premises, which are identified on the royalty statement, provided by Defendant, as 001930 and 9158.
8. An operating gas well can effectively draw natural gas from 40 acres of one strata or gas formation.
9. Defendants believe that there exists at least one and perhaps many more deeper undeveloped strata of natural gas on the property.
10. Defendants have been approached by gas well operators, who have expressed an interest in exploring deeper strata as well as other shallow locations of the property as well as the undeveloped 1340 acres of the known strata.
11. Defendants have made numerous requests to the Plaintiff to further develop the property for natural gas.
12. To the best of the Defendants' knowledge, Plaintiffs have done nothing to further develop the property for at least 10 years.
13. Pennsylvania Law recognizes an implied covenant to develop and produce oil or gas or terminate the oil and gas owner's contractual obligation under the lease.
14. Plaintiff has breached this covenant by refusing to develop 94% of the leased acreage.

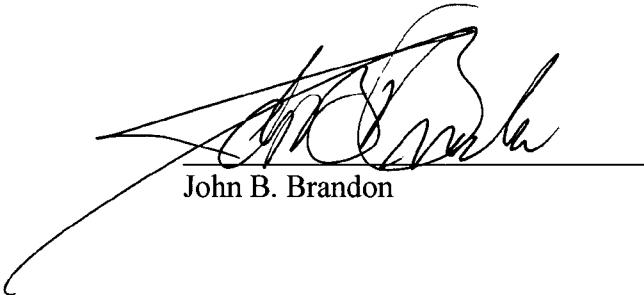
WHEREFORE, Plaintiffs request that this Court (a) enter an order declaring that Defendant, Dominion Exploration and Production, its assigns and subsidiaries, are barred from asserting any right, lien, title, or interest in the 1420 acres of oil and gas on the basis of the June 16, 1955 lease beyond 800 feet from any existing and producing wells only to the strata of horizon of natural gas now produced; (b) The lease be declared null and void in regards to all to the property or gas

strata or horizons beyond an 800 foot radius surrounding each of the currently operating wells; (c) grant such further relief as may be just and equitable.



David A Grady
Attorney for Plaintiffs

I, John B. Brandon, being duly sworn according to law depose and says that he is the Plaintiff, and the facts set forth in the foregoing are true and correct to the best of his information and belief.


John B. Brandon

Sworn to an Subscribed
before me this 10th day
of May, 2007



Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Denise A. McGranor, Notary Public
Reynoldsville Boro, Jefferson County
My Commission Expires Jan. 24, 2011

Member, Pennsylvania Association of Notaries

Agreement

Made and entered into the 16th day of June, A.D. 1955.Between Logan L. Bond and Mary P. Bond, his wife116 Main Street, Brookway, County of Jefferson andState of Pennsylvania, part of the first part, hereinafter called the Lessor, andNEW YORK STATE NATURAL GAS CORPORATION, a New York corporation, of 140 Stanwix Street, Pittsburgh

Pennsylvania, party of the second part, hereinafter called the Lessee, WITNESSETH:

1. **[Licensing Clause]** That the Lessor, for and in consideration of the sum of One (\$1.00) Dollar in hand paid, and truly paid by the Lessee, the receipt whereof is hereby acknowledged, and of the covenants and agreements herein contained on the part of the Lessee to be paid, kept and performed, has leased and let and by these presents to lease and let unto the Lessee for the purpose of drilling and operating for and producing oil and gas, and for the other 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, substrata or horizon in and under said land, and the right to move the same by pumping or otherwise through any well or wells on said land or other lands with the right to open, run, maintain and use a roadway or roadways to wells or well locations on this or other lands and the right to construct, maintain, operate, change and remove pipe lines, telephone and telegraph lines and all other appliances and structures over and through said lands, and with all other rights and privileges, including free oil, gas, gasoline and water from said land, necessary or convenient for the operation of this land alone or conjointly with other lands for the transportation of oil and gas produced from said land or other lands or for introducing, storing or withdrawing of gas from this land or other lands.

ALL that certain tract of land situate in Huston & Horton Township, Clearfield & Elk County and State of Pennsylvania, bounded substantially by the following lands:

North Boone Mt. Road, Earl Hutchins, Guy Ross, Dan DelulioEast State LandsSouth New Shamokin Mining Co. & United Natural Gas CompanyWest Joseph Redace, Brookway Water Company

containing One Thousand Four Hundred Twenty-- -- -- -- (1420) -- -- -- -- -- acres, more or less, bearing however, two hundred (200) feet from dwelling houses and barns now on the premises, on which no well shall be drilled by either party except by mutual consent. All of the working interest (7/8) of the oil produced and recovered and all of the gas (subject to the reservation or exception of gas for Lessor's own use as hereinafter set forth) produced and recovered under the terms of this lease are hereby granted, bargained and sold unto the said Lessee. Lessor agrees that Lessee may enter upon the leased premises, search for and clean out any abandoned oil or gas well, and such well shall then be considered to have been drilled under the terms of this lease and the same may be properly plugged and abandoned again or refitted and utilized by Lessee for the production or storage of gas. The leased premises may be fully and freely used by the Lessor for farming or other purposes, excepting such parts as are used by the Lessee in operating hereunder.

2. **[Lessor's Covenants]** Lessor hereby covenants that he is seized of an indefeasible fee simple estate and to all the oil and gas underlying the land hereinbefore described, 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, when defaulted, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the 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.

3. **[Term]** It is agreed that this lease shall remain in force for the term of Ten (10) years from June 30, 1955, and as long thereafter as the above described land, or any portion thereof, or any other land pooled or unitized therewith as provided in paragraph 4 hereof, is operated by the Lessee in the search for or production of oil or gas or as long as gas is being stored, held in storage, or withdrawn from the premises by Lessee. It is agreed that the cessation of production from wells on the leased premises or upon other land unitized therewith, after the expiration of the original term, shall not terminate this lease whether the pooling units have been dissolved or not, if the land is used for the storage of gas prior to the plugging and abandonment of wells from which oil or gas has been produced. It is understood that a well need not be drilled on the premises to permit the storage of gas, and it is agreed that the Lessee shall be the sole judge as to whether gas is being stored within the leased premises and that its determination shall be final and conclusive.

4. **[Unitization]** Lessee is hereby granted the right to pool and unitize the Onondaga, Oriskany or deeper formations under all or any part of the land described above with any other lease or leases, land or lands, mineral estates,

or any of them whether owned by the Lessee or others, so as to create one or more drilling or production units. Such drilling or production units shall not exceed 640 acres in extent and shall conform to the rules and regulations of any lawful governmental authority having jurisdiction in the premises, and with good drilling or production practice in the area in which the land is located. In the event of the unitization of the whole or any part of the land covered by this lease, Lessee shall before or after the completion of a well, record a copy of its unit operation designation in the County wherein the leased premises is located, and mail a copy thereof to the Lessor. In order to give effect to the known limits of the oil and gas pool, as such limits may be determined from available geological or scientific information or drilling operations, Lessee may at any time increase or decrease that portion of the acreage covered by this lease which is included in any drilling or production unit, or exclude it altogether, provided that written notice thereof shall be given to Lessor promptly. As to each drilling or production unit designated by the Lessee, the Lessor agrees to accept and shall receive out of the production or the proceeds from the production from such unit, such proportion of the royalties specified herein, as the number of acres out of the lands covered by this lease which may be included from time to time in any such unit bears to the total number of acres included in such unit. The commencement, drilling, completion of or production from a well on any portion of the unit created under the terms of this paragraph shall have the same effect upon the terms of this lease as if a well were commenced, drilled, completed or producing on the land described herein. In the event, however, that a portion only of the land described in this lease is included from time to time in such a unit then a proportionate part of the delay rental reserved shall be paid on the remaining acreage.

5. **[Agreement to Lessor]** In consideration of the premises the Lessee covenants and agrees as follows:

ROYALTIES (Oil): To deliver to the credit of the Lessor, their heirs and assigns, free of cost, in the pipe line to which Lessee may connect its wells, a royalty of the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

(Gas): To make the following payments of royalty for or on account of wells producing gas from sands not utilized for the storage of gas and until said sands shall be utilized for the storage of gas, namely:

To pay a royalty equal to one-eighth (1/8) of the value of all gas (except storage gas) produced, saved and marketed, calculated at the price being paid from time to time by Lessee for like gas purchased by it in the general producing area nearest the leased premises, payment to be made on or before the 25th day of the month for all gas marketed during the preceding month. The time and method of marketing gas produced from any well on the leased premises and the amount thereof that shall be used or marketed within any period of time shall be entirely within the discretion of the Lessee. The unit to which the price herein specified is to be applied is 1000 cubic feet of gas measured according to Boyle's Law (i.e. disregarding deviations), at a temperature of sixty degrees (60°) Fahrenheit (i.e. disregarding temperature changes) and at an absolute pressure of fifteen and three hundred twenty-five thousandths (15.325) pounds per square inch. The atmospheric pressure shall be assumed to be fourteen and four tenths (14.4) pounds per square inch irrespective of the actual elevation or location of the point of delivery above sea level or variations in such atmospheric pressure from time to time. For testing positive meters and measuring gas with orifice meters the specific gravity of the gas shall be taken at the time of installation and thereafter at least once each year.

DELAY RENTAL: Lessee covenants and agrees to pay a rental at the rate of Three Hundred Fifty-five (\$355.00.....) dollars, quarterly in advance, beginning ~~immediately~~^{June 30, 1955} until a well yielding royalty to the Lessor is drilled on the leased premises, or until any sand or sands under the leased premises is utilized for the storage of gas and rental for said storage becomes payable as hereinafter provided, 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 Lessee may drill or not drill on the leased premises, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

PAYMENT FOR STORAGE PRIVILEGES: In full compensation for the storage rights herein granted and in lieu of all delay rental or royalty due or to become due for the right to produce or for the production of oil or gas from the sands, strata, or horizons where gas may be stored as herein provided, Lessee covenants and agrees to pay Lessor, when no wells on the leased premises are utilized for the storage of gas, an annual storage rental of One Thousand Four Hundred Twenty & 00/100 (\$1,420.00) dollars, at the rate of One & 00/100 - - - - -

Hundred Twenty & No. 200 (120) dollars,
(\$1.00) dollars, per acre, per annum, payable quarterly in advance, beginning at the next payment date after gas shall have been stored under the terms of this agreement and continuing until the leased premises shall no longer be used for storage purposes, or until wells on the leased premises are utilized for the storage of gas, in which event Lessee shall cease paying storage rental to Lessor and pay in lieu thereof, a storage well rental or royalty of Seventy-five & 00/100 - (\$75.00) dollars, per well quarterly in advance, as long as such well shall be so utilized; subject to the right of cancellation or surrender hereinafter provided. Any storage rental paid for time beyond the date of such utilization of a well yielding storage well rental or royalty shall be credited upon the first storage well rental or royalty due upon the same. Lessee agrees to give Lessor written notice of the use of the leased premises and any wells drilled thereon for the storage of gas. Lessee further agrees to pay Lessor for any damage to growing crops, trees and fences caused by Lessee in operating this lease.

6. [Gas Excepted] Lessor hereby excepts and reserves from any well on said land producing gas (excepting wells 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 Lessor'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 local prevailing price for gas for domestic use, 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 the seller or line. If Lessor's use of the gas herein reserved at any time interferes with

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..... Logan L. Bond

and mailed to 816 Main Street, Brockway, Pennsylvania

8. [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 except that Lessee may continue to use the pipe line rights herein granted upon payment of one (\$1.00) dollar per rod to Lessor for right of way for the same. 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 sum or sums 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.

9. [Outstanding Interests] Said Lessee shall not be required in any event to increase the delay rental, storage rental, or 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 or to the storage rights herein leased, 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.

10. [Conveyance Of Premises] In case of a conveyance of all or a part of the premises leased, the Lessee may continue to make all payments to Lessor until furnished with the original or a certified copy of any such deed of conveyance or other documents or proof to enable Lessee to identify the land conveyed as being all or part of 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, storage rental and royalty, in case of any division, according to acreage.

11. [Adverse Claim] In case of notice of, or an adverse claim to the premises, affecting all or any part of the rentals, storage rentals or royalties, Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader.

12. [Entire Contract] It is agreed 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.

13. [Heirs And Assigns] All terms, conditions, limitations and covenants between the parties hereto shall extend to their respective heirs, successors, personal representatives and assigns.

The aggregate annual storage rentals and storage royalties provided herein shall not be less than an amount equal to One (\$1.00) Dollar per acre per annum.

This lease replaces and cancels as of June 30, 1955 a prior oil and gas lease between the parties hereto dated June 30, 1947 and recorded in Misc. Book Vol. N, Page 264.

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

WITNESS:

August P. Bond
August P. Bond

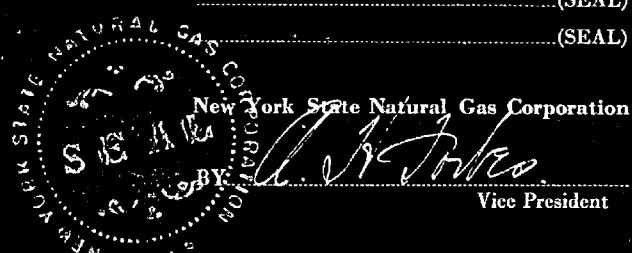
Logan L. Bond (SEAL)

Mary P. Bond (SEAL)

(SEAL)

(SEAL)

(SEAL)



IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT M. DAY, CAROL I. DAY and JOHN B. BRANDON, Plaintiffs, vs. DOMINION EXPLORATION AND PRODUCTION, Defendant, : CIVIL ACTION- (EQUITY) : No. 07-737-CD : Type of Case: Quiet Title : Type of Pleading: Certificate of Service : Filed on behalf of: Plaintiffs : Council of Record for the Party: David A. Grady, Esquire Supreme Court No. 201678 PO Box 220 12 North Third Street Reynoldsburg, Pa. 15851 814-653-8553

Dated: May 18/07

FILED

MAY 18 2007
WILLIAM A. SHAW
Prothonotary/Clerk of Courts
2 ENCL TO PARTY

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT M. DAY, CAROL I. DAY and JOHN : CIVIL ACTION- (EQUITY)
B. BRANDON, :
Plaintiffs, : No. 07-737-CD
:
vs. :
:
DOMINION EXPLORATION AND :
PRODUCTION, Defendant,

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Pennsylvania Civil Rule of Procedure 424(2), on May 10, 2007, I personally handed a copy of the Plaintiff's Complaint in the above referenced case to Joe Zoka, who identified himself to me as a manager for the Defendant, Dominion Exploration and Production at Defendant's office located at 303 Airport Professional Center, Indiana, Pennsylvania.



David A Grady
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT M. DAY, CAROL I. DAY, and JOHN B. BRANDON, : No: 07-737-CD
Plaintiffs, :
v. : CIVIL ACTION - EQUITY
DOMINION EXPLORATION AND PRODUCTION, :
Defendant. :

PRAECIPE FOR ENTRANCE OF APPEARANCE

TO THE PROTHONOTARY:

Please enter the appearance of ROBERT S. MUIR, ESQUIRE, on behalf of the Defendant, Dominion Exploration And Production, in the above-captioned matter.

Respectfully submitted:



ROBERT S. MUIR, ESQUIRE
936 Philadelphia Street
Indiana, PA 15701
(724) 349-6020
PA ID#62029

5-25-07

FILED
MAY 11 2007
MAY 29 2007
No CC
GR

William A. Shaw
Prothonotary/Clerk of Courts

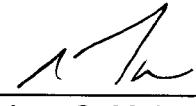
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT M. DAY, CAROL I. DAY, and JOHN :
B. BRANDON, : No: 07-737-CD
Plaintiffs, :
v. :
DOMINION EXPLORATION AND : CIVIL ACTION - EQUITY
PRODUCTCN, :
Defendant. :
:

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within
ENTRANCE OF APPEARANCE was served on the following counsel through the
United States Mail, First Class, postage prepaid, this 24TH day of May, 2007.

David A. Grady, Esquire
PO Box 220
12 North Third Street
Reynoldsville, PA 15851



Robert S. Muir, Esquire
936 Philadelphia Street
Indiana, PA 15701
(724) 349-6020

FILED *no cc*
MAY 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

FILED *trn*

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

JAN 23 2008

01/20/08

William A. Shaw

2 Cents to Mail

ROBERT M. DAY, CAROL I. DAY and JOHN : : CIVIL ACTION- (EQUITY) Prothonotary/Clerk of Courts
B. BRANDON, : : No. 07-737-CD
Plaintiffs, : : Type of Case: Quiet Title
vs. : :
DOMINION EXPLORATION AND : : Type of Pleading: Praeclipe to
PRODUCTION, Defendant, : : Discontinue Action
: : Filed on behalf of: Plaintiffs
: : Council of Record for the Party:
: : David A. Grady, Esquire
: : Supreme Court No. 201678
: : PO Box 220
: : 12 North Third Street
: : Reynoldsville, Pa. 15851
: : 814-653-8553

Dated: 1/22/08

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT M. DAY, CAROL I. DAY and JOHN : CIVIL ACTION- (EQUITY)
B. BRANDON, :
Plaintiffs, : No. 07-737-CD
vs. :
DOMINION EXPLORATION AND :
PRODUCTION, Defendant,

PRAECIPE TO DISCONTINUE ACTION

To the Prothonotary:

Please mark the above-captioned action settled and discontinued as to the Defendant
Dominion Exploration and Production.

Dated January 22, 2008



David A Grady
Attorney for Plaintiffs