

08-185-CD

Lyncroft Assoc vs Dexter-Carpen.

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

LYNCROFT ASSOCIATES,
Plaintiff

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

NO. 08-185-CD

Type of Case: Civil

Type of Pleading: Complaint

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Alan F. Kirk, Esquire
Babst Calland Clements Zomnir, PC
328 Innovation Blvd., Suite 200
State College, PA 16803
(814) 867-8055

FILED pd \$105.00 AAH
m/12:30pm 3CC AAH Kirk.
FEB 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

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and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Phone: (814) 765-2641, ext. 5982

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L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

COMPLAINT

AND NOW COMES Lyncroft Associates, by and through its counsel, Babst, Calland, Clements and Zomnir, P.C., and files this Complaint whereof the following is a statement:

1. The Plaintiff, Lyncroft Associates, is a New York limited partnership with an address of 37 Salisbury Road, Darien, Connecticut 06820.

2. Defendants are:

a. Dexter-Carpenter Coal Sales Corp., with a principal place of business of 37 Salisbury Road, Darien, Connecticut 06820;

b. Walter C. Ricketts and Mabel C. Ricketts, husband and wife, address unknown and believed deceased;

c. Harry Sweeney and Beatrice E. Sweeney, husband and wife, address unknown and believed deceased;

d. The County Commissioners of Clearfield County, Pennsylvania, with a principal place of business of Clearfield County Courthouse, 230 East Market Street, Clearfield, Pennsylvania 16830;

e. Charles W. Davis and Eleanor Davis, a/k/a Eleanor B. Davis, address unknown and believed deceased;

f. Harry D. Adam, address unknown and believed deceased;

g. William H. Carpenter and Elizabeth E. Carpenter, address unknown and believed deceased;

h. Elizabeth C. Rossell, address unknown and believed deceased;

i. Cammos Coal Mining company, address unknown and a dissolved and/or inactive Pennsylvania business corporation;

j. Cambria Mills Coal Company, Inc., address unknown and a dissolved and/or inactive Pennsylvania business corporation;

k. Barnes & Tucker Company, address unknown and a dissolved and/or Pennsylvania business corporation;

l. John B. Helman, address unknown and believed deceased;

m. George A. Miller and Barbara J. Miller, address unknown and believed deceased;

n. Mary M. Green, William C. Green, Jr. and Jane R. Green, husband and wife, addresses unknown and all believed deceased;

o. Velma L. Smith, Executrix of the Estate of Emma J. Green, address unknown and believed deceased; and

p. Putnam Davis, address unknown and believed deceased.

3. That at all times relevant hereto, the Plaintiff was the fee simple owner of the pieces or parcels of land described in various deeds and indentures, all of which are located in Beccaria Township, Clearfield County, by that Deed dated December 29, 1975 between Dexter-Carpenter

Coal Sales Corporation and the Plaintiff herein, recorded at Clearfield County Deed Book 714, page 496, consisting of the following pieces or parcels of land described as follows:

a. All that piece or parcel of land described in that Deed dated December 26, 1940 between Walter C. Ricketts and Mabel C. Ricketts, his wife, and Beatrice E. Sweeney and Harry A. Sweeney, her husband, to Dexter-Carpenter Coal Co., Inc., which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 334, page 493, a true and correct copy of which is attached hereto and marked as Exhibit "A."

b. All that piece or parcel of land described in that Deed dated March 12, 1941 between the County Commissioners of Clearfield County and Dexter-Carpenter Coal Co. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 335, page 476, a true and correct copy of which is attached hereto and marked as Exhibit "B."

c. All that piece or parcel of land described in that Deed dated November 4, 1957 between Charles W. Davis and Eleanor B. Davis, his wife, to Harry D. Adam, William H. Carpenter, Elizabeth E. Carpenter and Elizabeth C. Rossell which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 463, page 591, a true and correct copy of which is attached hereto and marked as Exhibit "C."

d. All that piece or parcel of land described in that Deed dated November 21, 1957 between Cammos Coal Mining Company to Harry D. Adam, William H. Carpenter, Elizabeth E. Carpenter and Elizabeth C. Rossell which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 464, page 11, a true and correct copy of which is attached hereto and marked as Exhibit "D."

e. All that piece or parcel of land described in that Deed dated September 6, 1966 between Cambria Mills Coal Co., Inc. to Dexter and Carpenter Coal Sales Corp. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 524, page 696, a true and correct copy of which is attached hereto and marked as Exhibit "E."

f. All that piece or parcel of land described in that Deed dated March 16, 1968 between Eleanor B. Davis to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 537, page 31, a true and correct copy of which is attached hereto and marked as Exhibit "F."

g. All that piece or parcel of land described in that Deed dated November 25, 1969 between Elizabeth E. Carpenter, et al., to Dexter Carpenter Coal Sales Corp. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 556, page 624, a true and correct copy of which is attached hereto and marked as Exhibit "G."

h. All that piece or parcel of land described in that Deed dated April 23, 1971 between Dexter-Carpenter Coal Company, Inc. to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed

Book 584, page 469, a true and correct copy of which is attached hereto and marked as Exhibit "H."

i. All that piece or parcel of land described in that Deed between Barnes & Tucker Company to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 593, page 173, a true and correct copy of which is attached hereto and marked as Exhibit "I."

j. All that piece or parcel of land described in that Deed dated July 11, 1972 between John B. Helman to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 607, page 232, a true and correct copy of which is attached hereto and marked as Exhibit "J."

k. All that piece or parcel of land described in that Deed dated November 12, 1972 between George A. Miller and Barbara J. Miller, his wife, to Dexter Carpenter Coal Sales Corporation, Inc. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 612, page 274, a true and correct copy of which is attached hereto and marked as Exhibit "K."

l. All that piece or parcel of land described in that Deed dated April 7, 1973 between Mary M. Green, William C. Green, Jr. and Jane R. Green, his wife, Velma L. Smith and Luther J. Smith, II, her husband, and Velma L. Smith, Executrix of the Estate of Emma Jean Green, deceased, to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County Deed Book 630, page 297, a true and correct copy of which is attached hereto and marked as Exhibit "L."

m. All that piece or parcel of land described in that Deed dated August 2, 1973 between Mary M. Green to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County Deed Book 656, page 290, a true and correct copy of which is attached hereto and marked as Exhibit "M."

n. All that piece or parcel of land described in that Deed dated December 5, 1973 between Elizabeth C. Davis, formerly Rossell, and Putnam Davis, her husband, to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County Deed Book 668, page 190, a true and correct copy of which is attached hereto and marked as Exhibit "N."

4. The Plaintiff believes that the Defendants, or any of them, may make various claims to the said real estate which are adverse to title of the Plaintiff.

5. That the Defendants' claims are wholly without right and constitute a cloud on the title of the Plaintiff that Plaintiff desires removed.

6. In addition to the title set forth above by various Deeds of conveyance, the Plaintiffs have been in open, continuous, notorious and adverse possession of the said pieces or parcels of land for in excess of 21 years and are, therefore, entitled to the same by right of adverse possession.

WHEREFORE, the Plaintiff, Lyncroft Associates, respectfully prays:

a. That the Defendants be forever barred from asserting any right, title, lien or interest in the lands of the Plaintiff inconsistent with the ownership of the Plaintiff unless the Defendants bring an action of ejectment against the Plaintiff for the recovery of the lands within 30 days after the entry of judgment of this Court;

b. That the Defendants be required to set forth the nature of their claims, if any, to the real estate in question which may be adverse to the Plaintiff;

c. That the Plaintiff be decreed as the sole owner of the real estate in question and be entitled to exclusive possession of the premises described in the foregoing Complaint;

d. That an Order issue from this Court determining any and all of the Defendants' claims, if any;

e. That this Court enter an Order declaring that the Defendants have no right, title or interest of any kind in the real estate of the Plaintiff as described herein and that the Plaintiff be declared the fee simple owner thereof;

f. That this Court further enter an Order permanently enjoining the Defendants and any and all other persons claiming under or through them from asserting any right, title or interest of any kind to the real estate as described herein; and

g. Grant any other relief deemed appropriate.

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC

By: 

Alan F. Kirk, Esquire

Attorney for Plaintiff

ID No. 36893

328 Innovation Boulevard, Suite 200

State College, PA 16803

(814) 867-8055

VERIFICATION

I verify that the statements made in the foregoing pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. §4904 relating to unsworn falsification to authorities.

LYNCROFT ASSOCIATES,
A LIMITED PARTNERSHIP

BY: HEVERLY COAL CORPORATION,
GENERAL PARTNER

By: 
Paul D. Ettari, President

State of Pennsylvania

SS:

Clearfield County

On this 15th day of September A.D. 1940, before me the subscriber, a Notary Public in and for said County and State, personally came the above named Anna Zurick, ~~Widow, Kathryn Yeuben Zurick~~, who in due form of law acknowledged the foregoing Indenture to be their act and deed, and desired that the same might be recorded as such.

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

J. Howard Smith (Off. Seal)

Notary Public

Houtzdale, Pa.

Commission Expires May 16 1944

State of Pennsylvania :

SS:

County :

On this 17th day of September A.D. 1940, before me the subscriber, A Justice of the Peace personally came the above named Mary Zurick Pavlic and Joseph Pavlic, her husband who in due form of law acknowledged the foregoing Indenture to be their act and deed, and desired that the same might be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

W. B. Robinson (Off. Seal)

My Commission Expires First Monday of January, 1942

I hereby certify that the precise residence of the Grantees herein is Rambo, Clearfield County, Penna.

J. Howard Smith

Attorney for Grantees

Entered of Record Dec. 30 1940 10:30 A.M.

Recorded and Compared by

Ge. H. Taylor
Recorder

334 - 493

DEED

WALTER C. RICKETTS ET AL

TO

DEXTER CARPENTER COAL CO. INC.

THIS INDENTURE

Made the Twenty-sixth day of December, in the year of our

Lord one thousand nine hundred and forty, BETWEEN Walter

C. Ricketts and Mabel C. Ricketts, his wife, and Beatrice

E. Sweeney and Harry A. Sweeney, her husband, of the City of Altoona, County of Blair and

State of Pennsylvania, parties of the first part, and Dexter-Carpenter Coal Company, Inc., a

corporation duly organized and existing under and by virtue of the laws of the State of New

York, party of the second part: WITNESSETH, that the said parties of the first part, for and

in consideration of the sum of Five Hundred (\$500.00) Dollars, lawful money of the United

States of America, unto them well and truly paid by the said party of the second part, at

or before the sealing and delivery of these presents, the receipt whereof is hereby ack-

nowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and con-

firmed, and by these presents, do grant, bargain, sell, alien, enfeoff, release, convey and

EXHIBIT

"A"

confirm unto the said party of the second part, its successors and assigns,

ALL of the "D" seam or vein of coal lying in, under or upon all that certain piece or parcel of land located in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of lands of George W. Dillen; thence South twenty-four and four-tenth (24.4) rods to a post at corner of Ella Decker lot; thence by line of Ella Decker lot South fifty-two degrees East twenty-two and seven-tenth (22.7) perches to a post on public road; thence South fifty-one degrees West twenty and three-tenth (20.3) perches to a post at barn; thence by public road South thirty-eight degrees West nine (9) perches, more or less, to a post at corner of Elzy Ricketts lot; thence by line of last mentioned lot South fifty-two degrees East nine (9) perches, more or less, to a post on alley; thence South thirty-eight degrees West six (6) perches, more or less, to a post at township road; thence by township road South fifty-one degrees East fifteen and six-tenth (15.6) perches to a post at corner of J. M. Smith land; thence by line of J. M. Smith land North seventy degrees East fifty and seven-tenth (50.7) perches to a post at line of A. J. Fry; thence by line of A. J. Fry North sixty-eight and three-tenth (68.3) perches to a post on public road; thence North fifty-one degrees East six (6) perches to a post; thence North fifty-one (51) perches, more or less, to a post on town-ship road; thence North seventy-five degrees West _____ perches to a post at line of George W. Dillen; thence South sixty-four (64) perches, more or less, to a pine stump at corner of George W. Dillen land; thence West by line of George W. Dillen _____ perches to a post and place of beginning; containing about forty-nine (49) acres; TOGETHER with such mining rights and privileges and release of damages as are vested in the said parties of the first part.

EXCEPTING AND RESERVING, however, the "D" seam of coal underlying the schoolhouse lot, containing about two (2) acres, which has heretofore been sold and conveyed.

TITLE to the above described coal, mining rights and privileges and release of damages became vested in the said parties of the first part as heirs of Charles Ricketts, deceased.

Certain taxes levied against the above described premises for the year 1931, and subsequent years, remain unpaid, and payment thereof is assumed by the party of the second part.

TOGETHER with all and singular the said property, improvements, ways, waters, water-courses, rights, liberties, ^{privileges} hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, of the said parties of the first part, in law, equity or otherwise howsoever, of, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said above described coal, mining rights and privileges and release of damages, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns forever; subject, however, to the above mentioned exceptions and reservations.

And Walter C. Ricketts and Mabel C. Ricketts, his wife, And Beatrice E. Sweeney and Harry A. Sweeney, her husband, the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, grant and agree to and with the said party of the second part, its successors and assigns, that they the said parties of the first part, and their heirs, all and singular the hereditaments and premises hereinabove described and granted or mentioned and intended so to be, with the

appurtenances, unto the said party of the second part, its successors and assigns against them the said parties of the first part, and their heirs, and against all and every other person or persons, whomever, lawfully claiming or to claim the same or any part thereof.

Shall and will warrant and forever defend.

IN WITNESS WHEREOF, the said parties of the first part have to these presents set their hands and seals. Dated the day and year first above written.

Sealed and Delivered in the	Walter C. Ricketts	(Seal)
PRESENCE OF	Mabel C. Ricketts	(Seal)
Gustave Etienne	Beatrice E. Sweeney	(Seal)
Robert C. Hoberstroh	Harry A. Sweeney	(Seal)

(As to Mabel C. Ricketts only)

U. S. Revenue \$.55

State of Pennsylvania :
County of Blair : SS:

On this 26th day of December, A.D. 1940, before me, the subscriber, an Alderman in and for the City of Altoona, County and State aforesaid, personally came the above named Walter C. Ricketts and ~~Mabel C. Ricketts~~, his wife, and Beatrice E. Sweeney and Harry A. Sweeney, her husband, who in due form of law acknowledged the foregoing Indenture to be their act and deed, and desired that the same might be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

Ralph W. Stiffler (Off. Seal)

Alderman

My Com. Ex. Jany 1st 1942

State of Penna. :
County of Blair : SS:

On this Twenty-eighth day of December A.D. 1940, before me, the subscriber, personally came the above named Mabel C. Ricketts who in due form of law acknowledged the foregoing Indenture to be her act and deed, and desired that the same might be recorded as such.

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

Robert C. Hoberstroh (Off. Seal)

Notary Public

My Com. Ex. 5/10/44

Whereby certify that the precise residence of the within named grantee is 32 Broadway, New York City.

Evans & Evans
For Grantee

Entered of Record Dec. 30 1940 10:45 A.M.

Recorded and Compared by

Geo. H. Gaylon
Recorder

DEED

DEED

CHARLES RICKETTS BY TREAS.

TO ALL TO WHOM THESE PRESENTS SHALL COME:

TO

: I, H. F. Bigler, Jr., Treasurer of the County of Clearfield,

COUNTY COMMISSIONERS

: Pennsylvania, send Greetings:

WHEREAS the Tax Collector of Beccaria Twp has made return to the County Commissioners of the County of Clearfield, Pennsylvania, of unpaid taxes for the years 1931 on a certain piece of seated land, consisting of 50 $\frac{1}{2}$ A Coal Rt. D Vein, situate in the Twp of Beccaria purporting to be owned and assessed in the name of Ricketts, Charles

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 1931, and amounting in all to the sum of Twenty Eight dollars and Fifty Eight 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 remained 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 8th day of August 1934, at the Court House in the Borough of Clearfield, County of Clearfield, and State of Pennsylvania, by public vendue and outcry, and on the 10th day of January 1936 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 the 7th Feb'y 1936 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 "A"

NOW KNOW YE, That I, H. F. Bigler, Jr., Treasurer of the County of Clearfield aforesaid, for and in consideration of the sum of Twenty Eight dollars and Fifty Eight 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 Twp of Beccaria County of Clearfield, Pennsylvania, described as follows: 50 $\frac{1}{2}$ A Coal Rt., D Vein 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

EXHIBIT

"B"

tabbles

lands for the payment of taxes, and subject to the redemption allowed by law.

IN WITNESS WHEREOF, I, the said H. F. Bigler, Jr., Treasurer of the County of Clearfield, Commonwealth of Pennsylvania, have hereunto set my hand and seal the 10th day of April 1936.

Sealed and delivered in the presence of H. F. Bigler Jr (Off. Seal)
R. M. Pearce Treasurer

State of Pennsylvania :
County of Clearfield : SS:

At a Court of Common Pleas held at Clearfield, Pa., on the 8th day of May in the year of our Lord, one thousand nine hundred and thirty-six before the Judge of the said Court, H. 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. 130, page 31.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said Court the day and year aforesaid.

W. R. Gallagher (Off. Seal)
Prothonotary

Entered of Record Mar. 15 1941 10:48 A.M.

Recorded and Compared by

Geo. H. Haydon
M. M. B.
Recorder

ASSIGNMENT : (ATTACHED TO FOREGOING DEED)
COUNTY COMMISSIONERS : TO ALL TO WHOM THESE PRESENTS SHALL COME:
TO :
DEXTER-CARPENTER COAL CO. : We, W. V. Orr, Ira Jay and J. O. Kessler, County Commissioners of Clearfield County, Pennsylvania, send Greeting:

WHEREAS, 50½ A. Coal Rt. D. Vein sitsuate in Beccaria Township, Clearfield County, Pennsylvania, purporting to have been owned and assessed in the name of Charles Bicketts, were sold by H. F. Bigler, Jr., Treasurer of Clearfield County, on the 10th day of January, 1936, to Clearfield County, for taxes, interest and penalties legally due, unpaid and

returned for the year 1931, and were conveyed to the County Commissioners of said County by County Treasurer's deed, dated the 10th day of April, 1936, hereto annexed as exhibit "A", and

WHEREAS, the Court of Common Pleas of Clearfield County, in a proceeding filed to No. 99 May Term, 1941, ordered and decreed on the 3d. day of March 1941, that the County Commissioners compromise said taxes, penalties and interest, for the sum of One Hundred Sixty-eight (\$168.00) Dollars, and to execute and deliver a proper deed for the conveying of said premises to Dexter-Carpenter Coal Company, and

WHEREAS, the said sum of One Hundred Sixty-eight (\$168.00) Dollars has been paid to the County Commissioners,

THEREFORE, we the undersigned, the present County Commissioners of Clearfield County, Pennsylvania, for and in consideration of the aforementioned payment, to wit, the sum of One Hundred Sixty-eight (\$168.00) Dollars, to us, do hereby grant, bargain, sell, assign, transfer and set over to the said Dexter-Carpenter Coal Company, its successors and assigns, all the right, title and interest which the County of Clearfield may have acquired under the sale and conveyance aforesaid of, in and to said 50 $\frac{1}{2}$ A. Coal Rt. D Vein, conveyed to the County of Clearfield, by deed hereinbefore recited, to have and to hold the same unto the said Dexter-Carpenter Coal Company, its successors and assigns, forever.

IN WITNESS WHEREOF, we the County Commissioners of Clearfield County, have hereunto set our hands and caused the seal of said County, duly attested by the Commissioners' Clerk, to be affixed the 12th day of March, A.D. 1941.

W. V. Carr

Ira Jay

J. G. Kessler

County Commissioners

ATTEST:

Fred B. Reed (Off. Seal)

Commissioners' Clerk

State of Pennsylvania :

SS:

County of Clearfield :

Acknowledged by the grantors before me, the Recorder of Deeds in and for said County, the 12 day of March 1941.

WITNESS my hand and official seal the day and year aforesaid.

Geo. W. Gaylor (Off. Seal)

Recorder of Deeds

My Commission Expires First Monday in January 1944

Entered of Record Mar. 15 1941 10:50 A.M.

Recorded and Compared by

Geo. W. Gaylor
Recorder

D E E D

THIS DEED, Made the 4th day of November in the year Nineteen Hundred and Fifty-seven (1957) between CHARLES W. DAVIS and ELEANOR B. DAVIS, his wife, both of the village of Madera, Bigler Township, Clearfield County, Pennsylvania, parties of the first part (hereinafter called Grantors);

A
N
D

HARRY D. ADAM of Houtzdale, Pennsylvania, WILLIAM H. CARPENTER and ELIZABETH E. CARPENTER, both of 25 East End Avenue, New York, New York, and ELIZABETH C. ROSSELL of Hickory Kingdom Road, Bedford, Westchester County, New York, parties of the second part (hereinafter called the Grantees).

W I T N E S S E T H:

That in consideration of Nine Thousand Two Hundred and Fifty (\$9,250.00) Dollars in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, their heirs and assigns, all the coal remaining in the "D" or Moshannon seam underlying that certain tract or piece of land situate in Beccaria Township, Clearfield County, Pennsylvania, and bounded and described as follows:

BEGINNING at a Maple corner formerly of Henry Heverly, Sr. (later Mrs. John M. Beers); thence by land formerly of Lorenzo Schricker Estate North $2\frac{3}{4}$ degrees East 233.4 perches to a post in line of Williams Estate; thence by land of Williams Estate, et al, South $86\frac{1}{2}$ degrees East 102 perches; thence by land formerly of Henry Heverly Estate (later C. W. Heverly Estate) South $3\frac{1}{2}$ degrees West 235 perches to a post in line of land formerly of Henry Heverly; thence by same North $86\frac{1}{2}$ degrees West 102 perches to the place of beginning, containing 149 acres and 28 perches.

EXHIBIT

"C"

tabbles

TOGETHER with the right of ingress and egress and such mining rights, surface rights and releases of damages as the Grantors may have, and particularly all such rights conferred upon the Grantors by deed of W. C. Green et ux dated August 5, 1946 and recorded in the office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deed Book 385 at page 189.

Being the same premises which W. C. Green et ux by deed dated August 5, 1946 and recorded at Clearfield, Pennsylvania in Deed Book 385 at page 189, granted and conveyed to Charles W. Davis, one of the Grantors herein.

TO HAVE AND TO HOLD the said premises, as tenants in common (notwithstanding that William H. Carpenter and Elizabeth E. Carpenter are husband and wife); holding an undivided one-fourth (1/4) interest therein unto Harry D. Adam, and an undivided one-fourth (1/4) interest therein unto William H. Carpenter, and an undivided one-fourth (1/4) interest therein unto Elizabeth E. Carpenter, and an undivided one-fourth (1/4) interest therein unto Elizabeth C. Rossell.

And the said Grantors do hereby covenant and agree to and with the said Grantees, that they, the Grantors, their heirs, executors, and administrators, shall and will specially warrant and forever defend the hereinabove described premises, with the hereditaments and appurtenances, unto the said Grantees, their heirs and assigns, against the said Grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof by, from or under the said Grantors.

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



Charles W. Davis (SEAL)
Charles W. Davis



Eleanor B. Davis (SEAL)
Eleanor B. Davis

Signed, sealed and delivered in
the presence of:

Josephine Brown
Anna J. Remar

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :



On this the 22nd day of November, 1957, before me,
A Notary Public, the undersigned officer, per-
sonally appeared CHARLES W. DAVIS and ELEANOR B. DAVIS, 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.

Josephine E. Brown
Notary Public

I hereby certify that the precise residence of the
respective grantees herein is:

Harry D. Adam - Houtzdale, Pa.
William H. Carpenter and
Elizabeth E. Carpenter - 25 East End Ave., New York, New York.
Elizabeth C. Rossell - Hickory Kingdom Road, Bedford, Westchester
County, New York

J. F. Newling, Atty for Grantees

Entered of Record Dec. 2 1957 - 9:41 a.m. Dick Reed, Recorder

THIS INDENTURE, Made the 21st day of November
in the year Nineteen Hundred and Fifty Seven between
CAMMOS COAL MINING COMPANY, a Pennsylvania corporation,
having its office and principal place of business in
Houtzdale, Clearfield County, Pennsylvania, party of the
first part, hereinafter called the Grantor;

A
N
D

HARRY D. ADAM of Houtzdale, Pennsylvania, WILLIAM
H. CARPENTER and ELIZABETH E. CARPENTER, of 25 East End
Avenue, New York, New York, and ELIZABETH C. ROSSELL of
Hickory Kingdom Road, Bedford, Westchester County, New
York, parties of the second part, hereinafter called the
Grantees.

W I T N E S S E T H:

That in consideration of Twenty Thousand (\$20,000)
Dollars in hand paid, the receipt whereof is hereby acknow-
ledged, the Grantor does hereby grant and convey unto the
Grantees, their heirs and assigns, all its right, title
and interest in and to all those certain pieces or parcels
of land situate in the Township of Beccaria, County of
Clearfield and Commonwealth of Pennsylvania, and more
particularly bounded and described as follows:

TRACT ONE:

BEGINNING at a post, thence north by lands of
John Dillen and M. Cowen eighty-eight degrees West
two hundred and thirty-six perches to a corner of
lands of S. Hegarty, thence North by said lands two
degrees East one hundred and thirty-one perches to
corner of John D. Weld's land, thence East by said
land Eighty-six perches to corner, thence North one
hundred and seven perches to corner, thence South
by lands of Jesse Williams eighty-eight degrees
East one hundred and fifty perches to a corner on
lands of C. W. and W. P. Heverly, thence by said
lands South, two degrees West two hundred and
thirty-eight perches to a post and place of begin-
ning, containing two hundred and ninety-three
(293) acres and eighty-six (86) perches, and
sometimes referred to as the Lorenzo Schricker
Tract.

EXCEPTING AND RESERVING, However, such rights
in a strip of land 150 feet wide containing 15.64
acres as were conveyed by Selma Schricker et al
to the Pennsylvania Railroad Company by deed dated
June 1, 1926, recorded at Clearfield, Pennsylvania,
in Deed Book 280, at page 140.

EXHIBIT

"D"

tabbles

AND EXCEPTING AND RESERVING FURTHER, such rights in the "B" or Miller Seam of coal in, under and upon the said tract of land as were reserved by Selma Schricker et al in a deed to Middle Pennsylvania Coal Corporation dated July 1, 1926 and recorded at Clearfield, Pennsylvania in Deed Book 280 at page 201.

AND EXCEPTING AND RESERVING FURTHER, such rights and privileges, if any still exist, as the Cambria Smokeless Coal Company may have acquired by virtue of a certain lease agreement of January 1, 1915, recorded at Clearfield, Pennsylvania in Miscellaneous Book 12 at page 352, as supplemented by an agreement of May 6, 1916, recorded in Miscellaneous Book 12 at page 362 and as further supplemented by an agreement of December 31, 1924 which was recorded in Miscellaneous Book 30 at page 487.

TRACT TWO:

BEGINNING at a point where the west line of demised premises intersects with the north side of state highway leading to Coalport, which line is also the dividing line between the W. P. Heverly and Schricker tracts; thence north 5 degrees east along said Schricker tract 1150 feet more or less to post corner on line of Williams Tract; thence south 84 degrees 55' east along the Williams and John Snow tracts 1683 feet to post corner of the C. W. Heverly Estate; thence south 5 degrees west 740 feet more or less along the C. W. Heverly Estate to the north side of State Highway; thence in a southwesterly direction and following the north right of way line of said State Highway, its several courses and distances, 1900 feet, more or less, to the line of the Schricker tract and place of beginning. Containing about 30 acres, and sometimes referred to as the W. P. Heverly Tract.

EXCEPTING AND RESERVING such rights in a strip of land 60 feet wide as were conveyed by W. P. Heverly et al to Bells Gap Railroad Company by deed dated October 29, 1879, recorded at Clearfield, Pennsylvania, in Deed Book 15 at page 571.

EXCEPTING AND RESERVING FURTHER such rights as were granted by W. P. Heverly to A. A. Stevens et al by agreement dated December 22, 1900, recorded at Clearfield, Pennsylvania, in Miscellaneous Book R at page 370 but granting all such rights thereunder as may be vested in the Grantor.

EXCEPTING AND RESERVING FURTHER, the coal and mining privileges reserved by Barbara C. Heverly in a certain deed of December 7, 1906, recorded at Clearfield, Pennsylvania in Deed Book 163 at page 37 to Charles M. Heverly. And Excepting and reserving the coal, gas, oil and other minerals in, under and upon this tract to the extent that the same were reserved in a certain deed from William C. Green et ux to Middle Pennsylvania Coal Corporation dated August 5, 1946 and recorded at Clearfield, Pennsylvania in Deed Book 385 at page 201.

There is encompassed in the boundaries of this tract of 30 acres a tract containing two acres and 39 perches described in a deed from Heverly Coal Company to Middle Pennsylvania Coal Corporation dated March 1, 1929 and recorded in Deed Book 290 at page 586. This tract is also intended to be granted herewith subject to the exceptions and reservations contained in the deed from Heverly Coal Company to Middle Pennsylvania Coal Corporation, predecessor in title of the Grantor.

BEGINNING at a post in line of Adam Herdman land and also corner of land sold to W. P. Heverly; thence by land of Adam Herdman south $86\frac{1}{2}$ degrees east 102 perches to post; thence by residue of the tract now or formerly in the occupancy of S. U. Heverly south $3\frac{1}{2}$ degrees west 249 perches to post in public road; thence along same south 62 degrees west 10.4 perches to post; thence by same south 53 degrees west 12 perches to post and corner of land formerly owned by James Heverly; thence by same north $2-3\frac{1}{4}$ degrees east 25 perches to post; thence by land formerly of James Heverly and also Henry Heverly, Sr. north $86-1\frac{1}{2}$ degrees west 84.7 perches to post and corner of land sold to W. P. Heverly; thence by same north $3\frac{1}{2}$ degrees east 235 perches to place of beginning; containing 152 acres and 12 perches of land, more or less, sometimes referred to as the C. W. Heverly Tract.

EXCEPTING AND RESERVING such rights in a strip of land 60 feet in width as may have been conveyed by C. W. Heverly et al to Bells Gap Railroad Company by deed dated October 29, 1879 and recorded at Clearfield, Pennsylvania, in Deed Book 15 at page 571.

AND EXCEPTING AND RESERVING FURTHER, such rights in a tract of $85/100$ ths of an acre as may have been conveyed by C. W. Heverly et ux to the Pennsylvania and Northwestern Railroad Company by deed dated October 2, 1890 and recorded at Clearfield, Pennsylvania in Deed Book 60, at page 138.

AND EXCEPTING AND RESERVING FURTHER such rights as may have been conveyed by Charles Heverly et ux to Elizabeth Oshall by deed dated February 24, 1900, recorded at Clearfield, Pennsylvania, in Deed Book 157 at page 17.

AND EXCEPTING AND RESERVING FURTHER, such rights in the "B or Coalport Seam" in, under and upon the above described tract of land as may have been conveyed by C. W. Heverly et ux to Vernon F. Taylor by deed dated May 16, 1916, recorded at Clearfield, Pennsylvania, in Deed Book 215 at page 504.

TRACT FOUR:

Consisting of all the coal lying or being in, under or upon a certain piece or parcel of land more particularly described as follows:

BEGINNING at a post on the public road leading from Coalport to Utahville where the line between the property of the heirs of Austin Williams and Middle Pennsylvania Coal Corporation; thence along the line between said Austin Williams' land south 4 degrees 30 minutes west 97.6 perches to a post, corner of lands of Austin Williams' heirs and Charles Heverly; thence at a right angle along lands of Charles Heverly south 86 degrees east 113.5 perches to a white oak stump, corner of lands of George Herdman; thence along land of George Herdman north 3 degrees 45 minutes east 80.4 perches to the road aforesaid; thence along said road north 82 degrees 15 minutes west 76.3 perches to a post on said road; thence north 66 degrees 45 minutes west 37.3 perches to post and place of beginning. Containing 61 acres, more or less, sometimes referred to as the Jester Herdman Tract.

TOGETHER with such rights of ingress, egress and mining and removal as are more particularly set forth in a certain deed from Liberty Coal Mining Company to Middle Pennsylvania Coal Corporation dated October 31, 1923 and recorded at Clearfield, Pennsylvania in Deed Book 266 at page 322.

EXCEPTING AND RESERVING such rights in a strip of land 66 feet wide as were conveyed by Jester Herdman et ux to the Pennsylvania and Northwestern Railroad Company by deed dated August 14, 1891, recorded in Deed Book 66 at page 186.

EXCEPTING AND RESERVING FURTHER such rights in connection with certain springs as were granted by Jester Herdman et ux by deed dated December 15, 1892 and recorded at Clearfield, Pennsylvania, in Deed Book 73 at page 283 unto the Pennsylvania and Northwestern Railroad Company.

EXCEPTING AND RESERVING FURTHER, the "B" coal in, under and upon this tract with such mining rights in connection with the said coal as were reserved by Vernon F. Taylor et ux in a certain deed to Liberty Coal Mining Company dated November 10, 1920 and recorded at Clearfield, Pennsylvania in Deed Book 246, at page 530.

TRACT FIVE:

Consisting of all the coal lying or being in, under or upon a certain tract of land more particularly bounded and described as follows:

BEGINNING at a post corner of S. Hegarty's land in line of Adam Hertman's land; thence by land of S. Hegarty south $2\frac{3}{4}$ degrees west 234 perches to a post in the public road; thence along same south 70 degrees west 22.8 perches to a post; thence by same south 62 degrees west 11.6 perches to a post; thence by land of C. W. Heverly north $3\frac{1}{2}$ degrees east 249 perches to a post in the line of lands of Adam Hertman; thence by same south $86\frac{1}{2}$ degrees east 28.7 perches to place of beginning. Containing $44\frac{3}{4}$ acres, sometimes referred to as the S. U. Heverly Tract.

TOGETHER with such rights of ingress, egress, mining and removal as are set forth in a certain deed from Liberty Coal Mining Company to Middle Pennsylvania Coal Corporation dated October 31, 1923 and recorded in Deed Book 266 at page 322.

EXCEPTING AND RESERVING, HOWEVER, such rights in a strip of land 60 feet in width as were conveyed by W. P. Heverly et al to Bells Gap Railroad Company by deed dated October 29, 1879, recorded at Clearfield, Pennsylvania, in Deed Book 15, at page 571.

EXCEPTING AND RESERVING, FURTHER, the "B or Coalport Seam" of coal with such mining rights as were conveyed by Vernon F. Taylor et ux to Cambria Smokeless Coal Company by deed dated December 21, 1916, recorded at Clearfield, Pennsylvania, in Deed Book 219, at page 467.

TRACT SIX:

Consisting of the "Cammos Seam" of coal which was being operated on adjacent tracts by Liberty Coal Mining Company on September 20, 1923 in, under and upon that certain portion of two tracts of land which lies to the south and west of a fault line in the said coal, the said tracts of land being described in their entirety as follows:

THE FIRST THEREOF: Beginning at a corner; thence by land of George Herdman, R. Herdman and J.H. Wells, north 4 degrees 15 minutes east 3117.3 feet to a post corner; thence by land of . . . south 85 degrees 54 minutes east 1919.6 feet to a post corner; thence by land of D. W. Dillon and B. E. Oshell south 4 degrees 15 minutes west 3122.2 feet to a post corner; thence by other land of John Dillon north 85 degrees 45 minutes west 1919.6 feet to a post and place of beginning; and containing 137.65 acres.

THE SECOND THEREOF: Beginning at a post corner; thence by land above described south 85 degrees 45 minutes east 1909 feet to a post corner; thence by the land of D. W. Dillon and Jesse Dillon, south 4 degrees 15 minutes west 1704 feet to a hemlock corner; thence by land of Jesse Dillon and A. Troxell north 85 degrees 45 minutes west 1909 feet to a post corner; thence by land of Hegarty north 4 degrees 15 minutes east 1704 feet to a post corner and place of beginning; containing 73.9 acres.

The above described tracts of land are sometimes referred to as the John Dillon Tracts of land.

TOGETHER with such rights of ingress, egress, mining and removal as were granted by Liberty Coal Mining Company to Middle Pennsylvania Coal Corporation by deed dated October 31, 1923, recorded at Clearfield, Pennsylvania, in Deed Book 269 at page 261, and subject to the limitations upon these rights of ingress, egress, mining and removal which are set forth in the said deed.

EXCEPTING AND RESERVING, HOWEVER, such rights as John Dillon et ux may have conveyed to the Pennsylvania and Northwestern Railroad Company in a strip of land 66 feet in width by deed dated July 20, 1893, recorded in Deed Book 79 at page 145.

TRACT SEVEN:

BEGINNING at a white oak stump in line of C. Heverly; thence by land of Lester Herdman and J. E. Herdman, north 4 degrees and 6 minutes east 2196.9 feet to a post corner; thence by land of E. A. Irvin south 85 degrees 58 minutes east 1223.8 feet to a post; thence by land of R. Herdman south 4 degrees 15 minutes west 933.3 feet to a post; thence by land of same south 85 degrees 58 minutes east 933.3 feet to a post in line of land of John Dillon; thence by said John Dillon land south 4 degrees 15 minutes west 1273.9 feet to a corner in line of land of the Samuel Hegarty Estate and also C. Heverly; thence by said lands north 85 degrees 42 minutes west 2151.4 feet to the white oak stump and place of beginning. Containing 87.48 acres, sometimes referred to as the George A. Herdman Tract.

TOGETHER with such rights of ingress, egress, rights and privileges for the mining and removal of coal as were granted by George A. Herdman et ux to Liberty Coal Mining Company, predecessor in title, by deed dated October 31, 1923, recorded at Clearfield, Pennsylvania in Deed Book 266 at page 194, and subject to the limitations upon these rights and privileges which are set forth in said deed.

EXCEPTING AND RESERVING, HOWEVER, all the surface of the above described tract of land which lies to the North and East of the Highway leading from Utahville to Coalport as conveyed by Middle Pennsylvania Coal Corporation to A. V. Chaplin et ux by deed dated July 21, 1945 and recorded at Clearfield, Pennsylvania in Deed Book 373 at page 129. Also reserving the surface of two small tracts of land conveyed by George A. Herdman et ux to G. W. Miller by deeds dated October 23, 1886 and May 17, 1898, recorded at Clearfield, Pennsylvania, in Deed Book 76 at page 14 and in Deed Book 139 at page 112 respectively.

EXCEPTING AND RESERVING FURTHER, the "B or Coalport seam" of coal with such mining rights as were conveyed by George Herdman et ux to Blain Run Coal Company by deeds dated January 27, 1905 and March 10, 1905, recorded at Clearfield, Pennsylvania in Deed Book 148 at page 441 and in Deed Book 148 at page 439 respectively.

EXCEPTING AND RESERVING FURTHER, all of the coal remaining in the Cammos seam which lies to the North and East of a certain fault line in said Cammos seam which passes through this property, said coal having been conveyed by the Middle Pennsylvania Coal Corporation to Meshannon Smithing Coal Company by deed dated June 18, 1942 and recorded in Deed Book 343 at page 300.

EXCEPTING AND RESERVING FURTHER, such rights in connection with certain springs located on the above described premises as may have been granted by George A. Herdman et ux to the Pennsylvania and Northwestern Railroad Company by deed dated November 18, 1892, recorded in Deed Book 73 at page 285.

TOGETHER with the rights of ingress and egress and such mining rights, and such surface rights and releases of damages as the Grantor may have and particularly all such rights conferred upon the Grantor by deed of Middle Pennsylvania Coal Corporation dated February 1, 1957 and recorded at Clearfield, Pennsylvania, in Deed Book 456, page 266.

EXCEPTING, however, that it is not intended by this deed to grant and convey unto the Grantees such personal property as the tibble and scale house at the Heverly mine, with scales, cross-over dump, conveyor feeder, shaker, slack conveyors, table and boom, crusher, car retarder and six motors, all of which personal property shall remain vested in the grantor.

AND, ALSO EXCEPTING AND RESERVING unto the grantor, its successors and assigns such other personal property located on the premises as the railroad siding consisting of approximately 2300 feet laid with 100 lb. rail and 1400 feet laid with 85 lb. rail, complete with fastenings and crossties, three car loads of treated ties, approximately 8000 feet of mine track and 2000 lbs. of copper, 27 gross tons of 30 and 35 lb. mine rail, 250 feet of 3 inch black pipe, 1000 feet of 2 inch black pipe and 200 feet of two inch plastic pipe.

The foregoing tracts of land are the same pieces or parcels of land as conveyed to the Grantor herein by Middle Pennsylvania Coal Corporation by its deed dated February 1, 1957 and recorded in the office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book 456, page 266.

TO HAVE AND HOLD the said premises, as tenants in common (notwithstanding that William H. Carpenter and Elizabeth E. Carpenter are husband and wife); holding an undivided one-fourth (1/4) interest therein unto Harry D. Adam, and an undivided one-fourth (1/4) interest therein unto William H. Carpenter, and an undivided one-fourth (1/4) interest therein unto Elizabeth E. Carpenter, and an undivided one-fourth (1/4) interest therein unto Elizabeth C. Rossell.

AND the said Cammos Coal Mining Company does by these presents covenant and agree to and with the said Grantees, their heirs and assigns, that it, the said Cammos Coal Mining Company, its successors and assigns, shall and will specially warrant and forever defend the hereinabove described premises, with the hereditaments and appurtenances, unto the said Grantees, their heirs and assigns, against it, the said Cammos Coal Mining Company, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof by, from, through or under Cammos Coal Mining Company, Grantor herein.

This deed is made pursuant to the authority conferred upon the officers of Cammos Coal Mining Company by Resolutions of the Board of Directors bearing date of November 14th, 1957, which Resolution was duly authorized by the written consent of the holders of a majority of the stock of the corporation issued and outstanding.

IN WITNESS WHEREOF, the said Cammos Coal Mining Company has caused this Indenture to be signed in its corporate name by its President and has caused to be affixed hereto the common and corporate seal of the said corporation, attested by its Secretary, the day and year first above written.



CAMMOS COAL MINING COMPANY

By

W. H. Carpenter
President

ATTEST:

E. J. Fessler
Secretary



STATE OF New York
COUNTY OF New York

SS:

On this the 10th day of December, 1957, before me, a Notary Public, the undersigned officer, personally appeared W. H. Carpenter who acknowledged himself to be the President of Cammos Coal Mining Company, a corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

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

-10-

Salvatore V. Greco
SALVATORE V. GRECO
Notary Public, State of New York
No. 41-6636780
Qualified in Queens County
Cert. filed in New York County
Commission Expires March 30, 1958

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the respective Grantees herein is:

Harry D. Adam Houtzdale, Pennsylvania

William H. Carpenter and
Elizabeth E. Carpenter 25 East End Avenue,
New York, New York

Elizabeth C. Rossell Hickory Kingdom Road,
Bedford, Westchester
County, New York

James E. Nestling

Attorney for Grantees

Entered of Record Dec 11 1957 2:00 P.M. Dick Reed, Recorder

WITNESSES

That this deed was made the 6 day of Sept, 1933, by and between WILLIAM HILL COAL CO., INC., a corporation, with offices at Fallen Church, Va., and its agents, consisting of the first party hereinbefore called as grantor,

and CARROLL AND CAROLINE, both single persons, with offices at 50 East 42nd Street, New York City, N.Y., party of the second part, hereinafter called as grantee

WITNESSETH:

That in consideration of the sum of Seven Thousand (\$7000.00) dollars, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey all the 20 acres of coal in, under and upon that certain tract of land situate in Beccaria Township, Clearfield County, Pa., bounded and described as follows:

BEGINNING at a point on a common line with Hegarty, thence north 5 degrees 41' east 630 feet to a set stone a common corner with Hegarty, thence south 85 degrees east 1400 feet to a point, thence along land of which this is a part south 5 degrees west 600 feet to a point in land of which this is a part, thence along said land in a westerly direction 1400 feet to the place of beginning, containing 20 acres more or less.

Together with the rights of ingress, egress and regress over and through the said lands, at any and all times for the purpose of prospecting and mining said seams of coal, and all of these rights and privileges to be exercised and enjoyed without liability for damages in any way.

BEING the same premises which were conveyed to the Grantor herein by deed of Maurice Shadden, Liquidator for C.E. Powell and Annie Powell c/a C.E. Powell Coal Company, by deed dated the 7th day of June, 1933, and recorded in the office of the Recorder of Deeds in and for Clearfield County in Deed Book 322, at page 427.

The said Grantor does hereby covenant and agree to and with the said Grantee, that it, the Grantor, its successors and assigns, shall and will SPECIALLY WARRANT and forever defend the hereinabove



EXHIBIT

"E"

tabbles

BOOK 50 PAGE 31

This Deed,

Made the 16th day of March in the year Nineteen
Hundred and Sixty-eight.

Between ELEANOR B. DAVIS, Widow, Madera, Clearfield County, Pennsylvania,
party of the first part, hereinafter called GRANTOR

TO

DEXTER..CARPENTER COAL SALES CORPORATION, 30 East 42nd Street,
New York, New York 10017, party of the second part, hereinafter called
GRANTEE

Witnesseth, that in consideration of Three Hundred Dollars (\$300.00)-----

in hand paid, the receipt whereof is hereby acknowledged, the said grantor do hereby

hereby grant and convey to the said grantee

All the following described premises situate in Beccaria Township, Clearfield
County, Pennsylvania, bounded and described as follows:

FIRST THEREOF: All the one-half (1/2) undivided interest in
and to the surface of the following:

BEGINNING at a post corner on the South side of State Highway
leading from Utahville to Coalport and on the line between the Schricker
tract and the W. P. Heverly tract. Said corner being the Northwest corner
of the herein demised premises; thence South four (4) degrees forty-five (45)
minutes West along Schricker tract two hundred (200) feet more or less to post
corner; thence South eighty-five (85) degrees fifteen (15) minutes East along
residue of W. P. Heverly tract one thousand seven hundred nine (1709) feet
to post corner on line of C. W. Heverly tract; thence North four (4) degrees
forty-five (45) minutes East along C. W. Heverly tract six hundred (600) feet
more or less to post corner on South side of said state Highway; thence
in a Westerly direction following South side of State Highway, its several
courses and distances, one thousand eight hundred seventy-five (1875) feet
more or less to place of beginning. Containing 24.5 acres be the same more
or less.

SECOND THEREOF: ALL her right, title and interest in and to the
coal seams except the "B" and "D" seams lying in, on and under the following
described land situate in Beccaria Township, Clearfield County, Pennsylvania,
bounded and described as follows:

BEGINNING at a Maple corner formerly of Harry Heverly Sr.
(later Mrs. John M. Beers); thence by land formerly of Louise Schicker
Estate North two and three-fourths (2 3/4) degrees East two hundred thirty-
three and four tenths (233.4) perches to a post in line of Williams
Estate; thence by land of Williams Estate, et al, South eighty-six and
one-half (86 1/2) degrees East one hundred two (102) perches; thence by
land formerly of Harry Heverly Estate (later C. W. Heverly Estate) South
three and one-half (3 1/2) degrees West two hundred thirty-five (235)
perches to a post in line of land formerly of Harry Heverly; thence
by same North eighty-six and one-half (86 1/2) degrees West one hundred
two perches to the place of beginning. Containing one hundred forty-nine
(149) acres and twenty-eight (28) perches.

EXHIBIT

"F"

tabbies

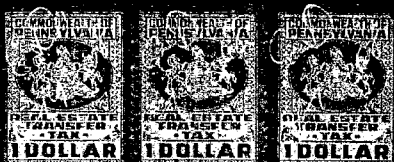
And the said grantor, does hereby covenant and agree to and with the said grantee that she, the grantors, her heirs, executors and administrators Shall and will SPECIALLY Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantee, its successors ~~heirs~~ and assigns against the said grantor, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof

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

Sealed and delivered in the presence of

Marie K. Jacob
Marie Wall

Eleanor B. Davis L.S.
ELEANOR B. DAVIS L.S.
L.S.
L.S.



State of New York
PENNSYLVANIA
County of Nassau

On this, the 16 day of March, 19 68, before me *Lawrence C. Wall*, the undersigned officer, personally appeared Eleanor B. Davis, Widow, known to me (or satisfactorily proven) to be the person whose name is she subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Lawrence C. Wall
Notary Public
Qualified in Nassau County
Commission Expires March 30, 1969
Title of Officer

I Hereby Certify that the precise residence of the grantee or grantees is 30 E. 42nd St., New York, N. Y.

Marie K. Jacob

Notary Public, State of New York, No. 30-4331485, Commission Expires March 30, 1969

QUITCLAIM DEED

This QUITCLAIM DEED made the 1st day of November, in the year one thousand nine hundred and sixty-nine, between ELIZABETH E. CARPENTER of the Stanhope, 81st Street and Fifth Avenue, New York City, New York, ELIZABETH E. CARPENTER, as Executrix of the Estate of William H. Carpenter, of the Stanhope, 81st Street and Fifth Avenue, New York City, New York, ELIZABETH C. DAVIS and PUTNAM DAVIS, her husband, of Staatsburg, New York, and HARRY ADAM and JUNE ADAM, his wife, of Houtzdale, Clearfield County, Pennsylvania, parties of the first part (all hereinafter called Grantors),

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DEXTER CARPENTER COAL SALES CORP., a corporation organized under the laws of the State of New York, with its principal place of business at 71 North Avenue, New Rochelle, New York, party of the second part (hereinafter called the "Grantee").

W I T N E S S E T H :

That in consideration of the sum of Six Thousand Dollars (\$6,000) in hand paid and other good and valuable considerations, receipt of which is hereby acknowledged, the said Grantors do hereby remise, release and quitclaim to the Grantee, its successors and assigns, without any covenants or warranties, all their respective undivided right, title and interest in and to the real properties more fully described in the following deed and indenture:



EXHIBIT

"G"

1. Deed made the 4th day of November, 1957, between Charles W. Davis and Eleanor B. Davis, as Grantors, and Harry D. Adam, William H. Carpenter, Elizabeth E. Carpenter and Elizabeth C. Rossell, Grantees, which Deed was recorded on December 2, 1957 in the Recorder's Office of Clearfield County in Deed Book No. 463, page 591.

2. Indenture made the 21st day of November, 1957, between Cammos Coal Mining Company, Grantor, and Harry D. Adam, William H. Carpenter, Elizabeth E. Carpenter and Elizabeth C. Rossell, Grantees, which Indenture was recorded on December 11, 1957 in the Recorder's Office of Clearfield County, in Deed Book No. 464, page 115.

This Quitclaim Deed is amendatory of a prior Quitclaim Deed made on the 2nd day of January, 1967 between Harry D. Adam, as Grantor, and Dexter Carpenter Coal Sales Corporation, as Grantee, which Quitclaim Deed was on January 8, 1968 recorded in the Recorder's Office of Clearfield County in Deed Book No. 535, Page 27.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

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

Elizabeth E. Carpenter (SEAL)
Elizabeth E. Carpenter

ESTATE OF WILLIAM H. CARPENTER

By: Elizabeth E. Carpenter (SEAL)
Elizabeth E. Carpenter
Executrix

Elizabeth C. Davis (SEAL)
Elizabeth C. Davis

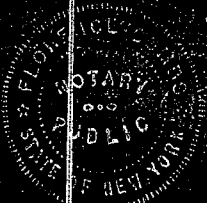
Putnam Davis (SEAL)
Putnam Davis

Harry Adam (SEAL)
Harry Adam

June Adam (SEAL)
June Adam

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On the 26th day of November, nineteen hundred and sixty-nine, before me came ELIZABETH E. CARPENTER personally and as Executrix of the Estate of William H. Carpenter, to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that she executed the same.



Florence Combs

FLORENCE COMBS
Notary Public, State of New York
No. 41-5772020 Queens County
Certificate filed in New York County
Term Expires March 30, 1979

STATE OF NEW YORK)
COUNTY OF Dutchess) ss.:

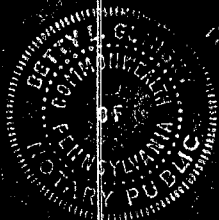
On the 26th day of November, nineteen hundred and sixty-nine, before me came ELIZABETH C. DAVIS and PUTNAM DAVIS, her husband, to me known and known to me to be the individuals described in, and who executed, the foregoing instrument, and acknowledged to me that they executed the same.

MEREDITH DELAVERGNE
NOTARY PUBLIC, STATE OF NEW YORK
RESIDING IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1970

Meredith Delavergne

STATE OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) ss.:

On the 29th day of November, nineteen hundred and sixty-nine, before me came HARRY ADAM and JUNE ADAM, his wife, to me known and known to me to be the individuals described in, and who executed, the foregoing instrument, and acknowledged to me that they executed the same.



Betty L. Glusky
Notary Public
My Commission Expires July 28, 1973

I hereby certify that the precise residences of the respective grantors and grantee herein are as set forth on page 1 of this Quitclaim Deed.

[Signature]

I hereby further certify that Elizabeth C. Davis was formerly Elizabeth C. Rossell and is the same person designated as one of the grantees in the deed and indenture descriptions in paragraphs Nos. 1 and 2 above.

[Signature]

QUITCLAIM DEED

FILE 584 PM 469

This QUITCLAIM DEED made the 23rd day of April, in the year one thousand nine hundred and seventy-one, between DEXTER-CARPENTER COAL COMPANY, INC., a New York corporation, having its office and principal place of business at 74 Trinity Place, New York City, New York, party of the first part (hereinafter called "Grantor")

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DEXTER-CARPENTER COAL SALES CORPORATION, a New York corporation, having its office and principal place of business at 71 North Avenue, New Rochelle, New York (hereinafter called "Grantee").

W I T N E S S E T H :

That in consideration of One (\$1.00) Dollar in hand paid and other good and valuable considerations, receipt of which is hereby acknowledged, the said Grantor does hereby remise, release and quitclaim to the Grantee, its successors and assigns, without any covenants or warranties, all of its right, title and interest in and to the "E" seam or vein of coal in and underlying two certain pieces of land in Beccaria Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

1. BEGINNING at a point on line now or late of Frederick Hubley Warrant; thence south five degrees forty five minutes west one hundred seventy three and eighty six hundredths perches to line of land now or late of estate of John Dillen; thence north eighty three degrees nine and one quarter minutes west one hundred thirty nine perches to a point; thence by the line of land now or late of Frank McCoy, north thirty-one degrees twenty-five minutes east one hundred ninety perches to line of the Frederick Hubley Warrant; thence south eighty-four degrees eleven and one-quarter minutes east fifty-eight and sixty five hundredths perches to post and place of beginning. CONTAINING one hundred five and eighty three hundredths acres, and being known as the residue of the P. Flynn Tract.

EXHIBIT

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"H"

2. BEGINNING at a point on line of the John Bousman Warrant; thence by line of land of Joseph M. Smith, now or late Aaron Emel, and the Gill Tract; south six degrees six minutes west one hundred sixty-one and one-tenth perches to post on line of land now or late of Dale O'Donnell; thence north eighty-four degrees fifty-seven minutes west one hundred thirty-one and one-tenth perches to the line of P. Flynn Tract; thence by line of P. Flynn Tract, north five degrees forty-five minutes east one hundred sixty-two and one-tenth perches to a post; thence south eighty-three degrees fifty-eight minutes east one hundred thirty-one and three-tenths perches to post and place of beginning. CONTAINING one hundred and thirty two and eight tenths acres, and being known as the Hale Tract.

Together with the right to enter, mine and take away all the E seam of coal, without any liability for damages that may result from the mining and removal of all of said coal, and to make such openings, shafts, chutes, dumps, improvements, roads and railroads on the land as may be necessary to conveniently mine the same and transport such coal and other freight through and over said lands.

BEING the same premises which C.J. Equipment Co., Inc. by its deed dated April 2, 1969 and recorded in the Recorder's Office of Clearfield County in Deed Book No. 474, Page 457 on May 19, 1957 granted and conveyed to Dexter-Carpenter Coal Company, Inc., Grantor herein.

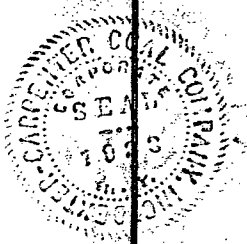
IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its duly authorized officers and its corporate seal duly attested to be hereunto affixed the day and year first above written.

DEXTER-CARPENTER COAL COMPANY, INC.

By E. Elizabeth E. Carpenter
President

ATTEST:

J. Bennett Haggen
Secretary



STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

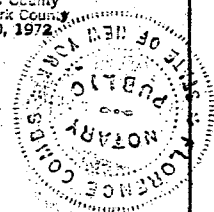
[Vol. 584 PAGE 471

On this 23rd day of April, 1971 before me, a Notary Public, personally appeared ELIZABETH E. CARPENTER who acknowledges herself to be the President of DEXTER-CARPENTER COAL COMPANY, INC., a New York corporation, and that she as such President being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President.

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

Florence Combs
Notary Public

FLORENCE COMBS
Notary Public, State of New York
No. 41-5772020 Queens County
Certificate filed in New York County
Term Expires March 30, 1972



AFFIDAVIT NO. 644

I HEREBY CERTIFY that the precise residence of the Grantee is 71 North Avenue, New Rochelle, New York.

J. Bernard Halperin

Entered of Record Dec 13 1971, 11:17 Cliff Burns Record

THIS INDENTURE

BARNES & TUCKER COMPANY, a Corporation formed and existing under the laws of the Commonwealth of Pennsylvania, with offices at Barnesboro, Pennsylvania, hereinafter called the Grantor

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D

DEXTER - CARPENTER COAL SALES CORPORATION, a Corporation formed and existing under the laws of the State of New York, with offices at 71 North Avenue, New Rochelle, New York, hereinafter called the Grantee.

EXHIBIT

"I"

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WITNESSETH, that for and in consideration of the sum of Ten Thousand (\$10,000.00) Dollars in hand paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey and by these presents has granted, bargained, sold and conveyed to the Grantee all the interest of the Grantor in and to lands hereinafter described, without any warranty of title.

A. The following properties are in Beccaria Township:

1. ALL that certain piece of land situate in the Township of Beccaria, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point, corner of land of Cambria Smokeless Coal Company and lands purchased by Cambria Smokeless Coal Company from W. C. Green and his wife; thence by said lands formerly of W. C. Green, now Cambria Smokeless Coal Company, north 4 degrees 17 minutes east a distance of 657.0 feet to a point; thence by the same north 77 degrees 38 minutes east a distance of 970.0 feet to a point on line of land of Henry Srock and Dan Srock; thence by the same the following seven courses and distances: south 2 degrees 13 minutes west a distance of 139.9 feet to a point; south 68 degrees 08 minutes west a distance of 491.2 feet to a point; south 75 degrees 23 minutes west a distance of 303.95 feet to a point; south 6 degrees 42 minutes east a distance of 239.31 feet to a point; south 71 degrees 44 minutes east a distance of 583.73 feet to a point; south 82 degrees 01 minutes east a distance of 531.65 feet to a point, and south 1 degree 29 minutes west a distance of 97.17 feet to a point on line of lands of Cambria Smokeless Coal Company; thence by said lands of Cambria Smokeless Coal Company north 84 degrees 34 minutes west a distance of 1353.5 feet to a point, the place of beginning. Containing 10.770 acres.



BEING the same premises which Henry Srock and Ruthann Srock, his wife, and Dan Srock, single, conveyed to Cambria Smokeless Coal Company by deed dated April 11, 1949, and recorded in Clearfield County in Deed Book , page .

Under and subject to any exceptions, reservations, conditions and restrictions contained in the deeds in the chain of title.

2. ALL that certain piece of land situate in the Township of Beccaria, Clearfield County, Pennsylvania, bounded and

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described as follows:

BEGINNING at the Hickory Corner on tract line of land of Cambria Smokeless Coal Company and land formerly of W. C. Green (formerly belonging to S. H. Spangle); thence north 3 degrees 35 minutes east 977 feet to a post; thence south 84 degrees 25 minutes east 150 feet to a post; thence north 3 degrees 35 minutes east 150 feet to a post on line of right of way of Township Road; thence South 84 degrees 25 minutes east along right of way of said Township Road, 930 feet to a post; thence south 3 degrees 35 minutes west 156 feet to a post; thence south 76 degrees 56 minutes west 970 feet to a post; thence south 3 degrees 35 minutes west 657 feet to a post on tract line of land of Cambria Smokeless Coal Company; thence north 85 degrees 48 minutes west 150 feet along said tract line to post and place of beginning. Containing exactly ten acres.

BRING the same premises which W. C. Green and Mary Green, his wife, by their deed dated April 8, 1948, and recorded on the 6th day of August, 1948, in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book Vol. 392, page 171, conveyed unto the Imperial Coal Corporation. And being the same premises which Imperial Coal Corporation conveyed to Cambria Smokeless Coal Company by deed dated April 8, 1948, and recorded in Deed Book , page .

3. The said six parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

NUMBER ONE: BEGINNING at a stone corner; thence by land now or formerly of Levi Spangle south eighty-eight (88) degrees east fifty (50) perches to a post; thence by land of Teresa Ricketts south two (2) degrees west seventy-nine (79) perches to a post; thence south fourteen (14) degrees west seventy (70) perches to a post; thence along parcel Number Two hereinafter described, north eighty-five (85) degrees thirty (30) minutes west sixty-seven (67) perches to a post; thence north two (2) degrees east eighty-eight (88) perches to a stone, the place of beginning. Containing forty-eight (48) acres more or less. Excepting and reserving all the coal and other minerals with the usual mining privileges.

NUMBER TWO: BEGINNING at the corner of lands now or formerly of W. A. Wolf; thence by line now or formerly of Samuel Hagerty south eighty-five (85) degrees thirty (30) minutes east nine (9) perches to a post; thence south two (2) degrees thirty (30) minutes west twenty-two (22) perches to a post; thence by line of land now or formerly of L. Schricker south eighty-five (85) degrees thirty (30) minutes east forty-four and eight-tenths (44.8) perches to a post; thence by line of Teresa Ricketts north fourteen (14) degrees east forty (40) perches

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to a post; thence along line of parcel Number One hereinbefore described, north eighty-five (85) degrees thirty (30) minutes west sixty-one and eight-tenths (61.8) perches to a post; thence by line of lands now or formerly of W. A. Wolf south two (2) degrees thirty (30) minutes west eighteen (18) perches to a post the place of beginning. Containing thirteen (13) acres and two (2) perches more or less.
Excepting and reserving all coal and other minerals.

NUMBER THREE: BEGINNING at a post on line of other land of Teressa Ricketts and corner of lands of Jesse Williams lately conveyed by him to said Teressa Ricketts; thence by other land of said Teressa Ricketts and land now or formerly of J. D. Weld west fifty-four (54) perches more or less to a post; thence north thirty (30) degrees east by land now or formerly of Levi Spangle seventy-nine (79) perches more or less to a post; thence east by lands now or formerly of A. Weld Estate fifty-six and one-half (56½) perches more or less to a post and corner of land of Jesse Williams lately conveyed by him to said Teressa Ricketts; thence south thirty (30) degrees east by said land seventy-nine (79) perches to post, the place of beginning. Containing twenty-six (26) acres and one hundred forty (140) perches more or less.
Reserving and excepting, however, all the bituminous coal being under or upon said land with the privileges usual and necessary for prospecting for minerals and shipping said coal.
Reserving also all the timber on said land not exceeding 12 inches in diameter two feet from the ground if there be any such timber growing on any part of said described piece of land at the time the said coal is mined, the same having been conveyed by Edmund Williams and Miles Williams by Deed to A. B. Shaw and Israel Test.

NUMBER FOUR: BEGINNING at a post on line of land of said Teressa Ricketts; thence east along said land fifty-four (54) perches to a post; thence by land now or formerly of Jesse Williams Estate north thirty (30) degrees east seventy-nine (79) perches to a post; thence by land now or formerly of A. Weld Estate fifty-six and one-half (56½) perches to a post; thence by land formerly of Edmund and Miles Williams south thirty (30) degrees west seventy-seven (77) perches to the place of beginning. Containing twenty-six (26) acres and one hundred forty (140) perches more or less.
Reserving and excepting, however, all the bituminous coal being under or upon said described piece of land with the privileges usual and necessary for prospecting for mining and shipping said coal.
Reserving also all the timber on said land not exceeding 12 inches in diameter at the stump to be used for mining purposes if there is any such timber on said land at the time said coal is mined, the same having been conveyed by Edmund and Miles Williams to Israel Test and A. B. Shaw.

NUMBER FIVE: BEGINNING at a post now or formerly of J. Williams; thence by same north seventy-nine (79) perches to a post; thence west along parcels Numbers Three and Four hereinbefore described, ninety-one and one-half (91½) perches to a post formerly of L. D. Weld, now August Rohman; thence by the same south seventy-nine (79) perches to a post; thence by land formerly of Haupt & Company east ninety-one and one-half (91½) perches to a post and the place of beginning; Containing forty-five (45) acres and twenty-eight (28) perches more or less. Excepting and reserving one acre already sold to L. D. Weld by Deed bearing date the day of and recorded in Deed Book "DD", June 21st, 1869, pages 335 and 336; and also excepting and reserving all the coal lying or being in or upon the within described piece of land together with the usual mining privileges.

NUMBER SIX: BEGINNING at a post on line of parcel Number Five at corner adjoining lands now or formerly of L. Schricker; thence by line of said Schricker south four (4) degrees west one hundred three (103) perches to a post; thence north eighty-five (85) degrees thirty (30) minutes west forty-five and three-fourths (45 3/4) perches to a post, corner of land of August Rohman; thence along said Rohman land north fourteen (14) degrees east one hundred nine and three-fourths (109 3/4) perches to a post to line of parcel Number Five; thence along said parcel, south eighty-five (85) degrees east twenty-five and one-half (25½) perches to the place of beginning. Containing twenty-four (24) acres and seven (7) perches more or less. Saving and excepting all the coal and minerals as fully as the same are reserved in Deed to Jennie E. Weld.

Excepting and Reserving out of Parcels Number Five and Six approximately 32 acres purported to be owned by L. Covert Hagerty, but specifically conveying to the Grantee herein all coal and mining rights excepted and reserved in the deed to L. Covert Hagerty.

BEING the same premises which Jane G. White, Administratrix of John G. White, conveyed to Cambria Smokeless Coal Company by deed dated September 12, 1925, and recorded in Clearfield County in Deed Book 275, page 423. The passageways therein having been conveyed to Cambria Smokeless Coal Company by John G. White by deed dated March 27, 1924 and recorded in Clearfield County in Deed Book 274, page 319, and set out at length in Paragraph Eleven hereof.

4. ALL that certain piece, parcel or tract of land situate in the Township of Beccaria, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post, corner of land of J. D. Spangle and Witmer Land and Coal Company; thence by land of J. D. Spangle and Joseph Neibauer lot south eighty-five degrees twenty-five minutes east eighteen hundred (1800) feet to a post; thence by land of A. L. Hagerty south thirty-one degrees thirty minutes east three hundred and forty-five (345) feet to a post; thence by same south seventy-seven degrees west one thousand five hundred fifty-five (1555) feet to a post on north side of small run on line of land of Witmer Land and Coal Company; thence by land of Witmer Land and

Coal Company north seventy degrees ten minutes west eight hundred and eleven (811) feet to post, the place of beginning. Containing twenty-two (22) acres and forty (40) perches.

Excepting and Reserving further all the coal and other minerals lying in, under and upon the above described tract of land, with the right and privilege to dig, mine and take away the same without any liability for damage or injury to the surface or by diversion of the waters flowing through or under this land in the removal of said coal or other minerals.

BEING the same premises which John Welk and Agnes Welk, his wife, conveyed to Imperial Coal Corporation by deed dated September 15, 1919, and recorded in Clearfield County in Deed Book 238, page 18.

5. ALL that certain piece or parcel of land situate in Beccaria Township, Clearfield County, Pennsylvania, surveyed by Fetterman Engineering Company on August 26, 1949, a map of which is attached hereto, further bounded and described as follows:

BEGINNING at a point on Coalport Borough line, corner of lands of the present Grantors and the Cambria Smokeless Coal Company; thence by lands of Cambria Smokeless Coal Company north 77 degrees 55 minutes east a distance of 1580.8 feet to a post; thence through lands of which this is a part south 41 degrees 17 minutes west, a distance of 884.0 feet to a post; thence by the same south 72 degrees 53 minutes west a distance of 946.3 feet to a point on Coalport Borough line and on line of lands of the Cambria Smokeless Coal Company; thence by said lands of the Cambria Smokeless Coal Company north 5 degrees 23 minutes west a distance of 610.0 feet to a point, the place of beginning. Containing 16.021 acres.

Excepting and reserving therefrom the coal and other minerals and mining rights as heretofore conveyed.

BEING the same premises which L. Covert Hegarty and Gertrude H. Hegarty, his wife, conveyed to Cambria Smokeless Coal Company by deed dated November 1, 1951 and recorded in Clearfield County in Deed Book 418, page 350.

6. ALL that certain piece or parcel of land situate in the Township of Beccaria, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the right of way of the New York Central Railroad Company; thence by said right of way sixty-five (65°) degrees east ninety-three and two-tenths (93.2) rods to a post adjoining

Dubler; thence by the Dubler line South twenty-five (25⁰) degrees East forty (40) rods to a post on the bank of Clearfield Creek; thence up said Creek, its several courses and distances to a point near the New York Central Railroad Company right of way; thence due North five (5) rods to the place of beginning. Containing in all twelve (12) acres and one hundred and thirty (130) perches.

Excepting and Reserving therefrom the coal and other minerals heretofore reserved by the predecessor in title in, under and upon said piece or parcel of land, with the right, liberty and privilege to dig, mine, take, and carry away the same without any liability for injury which may happen to any diversion of the waters flowing through or under said land from their natural course, or to the buildings now erected or which may hereafter be erected thereon. No part of the surface of said land to be used in the exercise of the privilege hereby reserved without the consent of the party of the second part. Also reserving the exclusive privilege of hauling all coal and other minerals from other lands as the parties of the first part, their heirs, successors or assigns may desire through the gangways and headings which it or they might dig, mine and excavate under and through said land.

BEING the same premises which Emma Hunter conveyed to Cambria Smokeless Coal Company by deed dated April 2, 1951, and recorded in Clearfield County in Deed Book 418, page 349.

7a. ALL that certain tract of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

From school house known as Plank School Survey, along public road north ten degrees west forty-seven rods to a post; north forty-five degrees west twenty rods to a post; thence north eighty-nine degrees West ten rods; south two degrees West fifty-nine rods to a hemlock; south eighty-eight degrees east thirty-eight rods to a post; containing twelve acres (12) and having erected thereon a two story plank house, eighteen by twenty-eight feet and small stable.

b. ALL those several messuages and tracts of land situate in the Township of Beccaria, County of Clearfield and State of Pennsylvania, bounded and described and more particularly set forth as follows:

First: Beginning at a post on the boundary line between lands of John Lightner and the "Blaine" survey; thence south three degrees east three hundred eighty-four feet to Clearfield creek;

thence up the same its several courses, six hundred feet to a post on bank thereof; thence north eighty-two degrees five minutes east two hundred ninety-three feet to a post on public road, leading from Coalport to Irvona; thence by said road North thirty-five degrees east one hundred ninety-three and three tenths feet to a post; thence by same north seven degrees forty-five minutes West three hundred ninety feet to a post; thence south fifty-two degrees thirty-five minutes east three hundred thirty-nine feet to a post; thence south sixty-nine degrees five minutes east two hundred twenty-eight feet to the place of beginning. Containing six and two tenths acres. Also an additional piece of land adjoining the foregoing and beginning at a post last named; thence in a westerly direction and on a line parallel with the center line of the main track of the Bells Gap Railroad, eight hundred feet to a post; thence south three degrees west three hundred eighty-four feet to Clearfield Creek; thence up the same along its several courses eight hundred feet to the tract of land first above described; thence along the same north three degrees west three hundred eighty-four feet to the place of beginning. Containing seven acres. There being erected upon both of said tracts a colliery plant of eighty coke ovens and shops, stables, scales, railroad sidings and other improvements.

c. All that certain lot of ground situate and being in the Township, County and State aforesaid:

BEGINNING at a post on public road adjoining a lot of Angels'; thence south eighty-four degrees west eighty-nine feet to the right of way of Bells Gap Railroad; thence North twelve degrees thirty minutes west along said railroad one hundred forty-five feet to a post on line of other lands late of Irvona Coal Company; thence along said line north eighty-four degrees east one hundred ten feet to a post on township road; thence along said road south six degrees east one hundred forty-five feet to the place of beginning.

d. ALL that one piece of property situate in the Township of Beccaria, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

One thereof, beginning at a post on the dividing line between the Calwell and Lightner tracts; thence along the Blaine tract north eighty-five degrees west nineteen hundred and eighty feet to a post; thence south three degrees west thirteen hundred and sixty-nine and five tenths feet to a post; thence north eighty-five degrees west three hundred forty-six and five tenths feet to a hemlock; thence south three degrees east twenty-seven hundred and thirty-nine feet

to a hickory; thence south forty-three degrees east three hundred twenty-one and five tenths feet to a post; thence south eighty-three degrees east seventeen hundred and thirty-two and five tenths feet to a post on the line of the Meyer tract; thence by the said latter tract and the Calwell tract north two degrees and eighteen minutes east thirty-five hundred and twenty-seven feet to a maple; thence north two degrees and fifty-five minutes east seventeen hundred and twenty-seven feet to the place of beginning, containing two hundred and eighteen acres and one hundred and thirty-five perches, more or less. Excepting and reserving, however, out of the foregoing tract of land all the undivided three-sevenths interest in and to all the fire clay in, under and upon the aforesaid premises, and also the right to mine and remove the same, with right of ingress, egress and regress over and through the said land for the purpose of mining and removing the said fire clay, with the right to erect such dumps, tipples and other necessary improvements for the removal and mining of the same; but it is distinctly understood that such mining operation shall in no wise interfere with the coal mining operation and hauling coal.

And excepting and reserving also out of the aforesaid premises all that certain piece of land conveyed by John Lightner to Clara C. Lightner, wife of William Lightner, by deed dated September 1, 1886, and recorded in Clearfield in Deed Book No. 48, page 432.

Also excepting and reserving all that certain piece of ground which John Lightner, Sr. conveyed to John L. Lightner, by Article of Agreement dated February 6, 1883, and recorded at Clearfield in Miscellaneous Book "K", page 340.

Also excepting and reserving all those certain lots of ground laid out from the above premises by J. B. Spiess, civil engineer, June the 15th, 1883, and numbered from one to thirty-one inclusive, which draft is attached to and made a part of a certain conveyance from Ada McQuillen, et al, to the Beccaria Coal and Coke Company, dated February 13, 1902, and recorded at Clearfield in Deed Book No. 122, page 166, etc.

Also excepting and reserving a certain lot of ground conveyed by John Lightner, Sr. to Alice E. McClure, dated June 16th, A. D. 1887, and recorded in Clearfield in Deed Book No. 48, page 224.

Also excepting and reserving any and all conveyances made by John Lightner, Sr. in his lifetime, being the same premises which the heirs at law of the said John Lightner, Sr. being seven in all, conveyed mediately or immediately to the Beccaria Coal and Coke Company by their respective deeds of indenture, all of which are recorded in the County of Clearfield, aforesaid.

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Also excepting and reserving approximately 45 acres now or formerly owned by John Regosia and identified on the Clearfield County Assessment Map for Beccaria Township No. H 17 as tract 61.

Also tracts now or formerly owned by Everett S. Orrick and identified on the Clearfield County Assessment Map for Beccaria Township No. H 17 as tracts 125 and 141.

Also tract now or formerly owned by Steve and Cecillia Bandrowsky, Jr. and identified on Clearfield County Assessment Map for Beccaria Township No. H 17 as tract 139.

Also tract now or formerly owned by George and Pauline Hescox and identified on Clearfield County Assessment Map for Beccaria Township No. H 17 as tract 142.

Also tract conveyed to Lloyd Adams consisting of the old shop building and tract of land surrounding the same which is 140 feet by 100 feet.

e. ALL the right, title and interest, property, claim and demand of Irvona Coal and Coke Company in, of and to all these two certain tracts of land now standing in the name of John C. Forsyth, Trustee, and conveyed to him by deed of Robert M. Caldwell, et al, dated October 21, 1916, and recorded in Deed Book Vol. 216, page 527, bounded and described as follows:

The First Thereof: BEGINNING at a hemlock; thence west one hundred eighty perches to a maple; thence north two hundred forty-four perches to post; thence north sixty-six degrees east eighty-three perches to a sugar; thence south thirty-six and one-half degrees east one hundred forty-four perches to a hemlock; thence south one hundred seventy-three perches to a hemlock and place of beginning. Containing three hundred two acres and eighty-two perches, and being a part of the John Baker survey. Reserving all the fire clay and the "b" vein of coal underlying said aforesaid described tract of land. With the right to enter upon said tract of land, to do any and all prospecting which they (the parties having the right) may desire to do, together with the right to mine and remove the entire amount or body of said fire clay and "b" vein of coal without reservation, substitution or liability for damages for injury to the overlying strata or surface, or anything therein or thereon by reason of such mining and removal, together with all rights of way necessary for the convenient mining and transporting of the same; with the right also to transport through the drifts, shafts, slopes, headings, entries, rooms, passage ways, etc. used for transporting the same, any coal or minerals from adjacent or other tracts of land.

Also reserving unto prior parties in the title, sufficient of the surface along the Pennsylvania right of way, Pine Run Branch, as they may deem necessary and advisable in the future for the purpose of constructing drifts, sidings, tipples, slopes, barns and all other buildings, which are usual about a mining operation, not, however, to exceed five (5) acres in all.

Also excepting and reserving twenty acres of the surface and embraced and included within the courses and distances of the above recited description, which said twenty acres were conveyed by Dan Caldwell, et al, in previous deeds of conveyance to W. E. Bollinger, which deed is dated April 16, 1894, and recorded at Clearfield, Pennsylvania, in Deed Book 111, page 223.

The Second Thereof: BEGINNING at a hemlock; thence west one hundred eighty perches to a maple; thence north two hundred forty-four perches to a post; thence north sixty-six degrees east eighty-three perches to a sugar; thence south thirty-six and one-half degrees east one hundred forty-four perches to a hemlock, and thence south one hundred seventy-two perches to a hemlock and place of beginning. Containing three hundred two acres and eighty-two perches and being a part of the John Baker survey.

Excepting and reserving unto the prior parties in the title, all of the reservations as in the title heretofore set forth by various deeds of record, being the same premises which Alfred J. Major, et al by quit-claim deed dated November 18, 1916, recorded at Clearfield in Deed Book 219, page 232, conveyed to John C. Forsyth, Trustee.

Together also with all the engines, engine houses, boilers, shops and structures erected thereon and all machines and machinery, tools and other equipment used in and about the plant or plants, mines and property aforesaid now owned by the company; together with all and singular, the buildings, improvements, tenements, mines, minerals, power plants, tipples, shafts, pumps, shops, dwellings and other buildings, structures, machinery, railroads, tramways, cars, locomotives, rolling stock, equipment, easements, rights, privileges, hereditaments and appurtenances whatsoever unto any of the aforesaid described and/or identified premises belonging or appertaining, or to belong or to appertain and all the estate, right, title, interest, property, possession, claim and demand of Irvona Coal and Coke Company, together as well as of law as in equity, of, in and to the same and every part thereof, with the appurtenances.

Being the same premises which by public sale held on the 23rd day of May 1931, the grantor herein sold to Cambria Smokeless Company, pursuant to an order of the Court of Common Pleas of Clearfield County,

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Pennsylvania, in that behalf made, for the consideration of Twenty Thousand One Hundred (\$20,100.00) Dollars above stated; and the said sale was duly confirmed by said court on the third day of June, 1931.

Also excepting and reserving 34 acres more or less, conveyed to John B. Helman by deed of Cambria Smokeless Coal Company dated August 15, 1958 and recorded at Clearfield, Pennsylvania in Deed Book 478, page 200.

Also conveying hereby the right to a useable road reserved in the deed to John B. Helman above recited.

BEING the same premises which Gus M. Gleason, Special Master appointed by the Court of Common Pleas of Clearfield County, Pennsylvania, conveyed to Cambria Smokeless Coal Company by deed dated June 15, 1931, and recorded in Clearfield County in Deed Book 300, page 282.

8. ALL that certain vein or seam of coal known as the "B" or Coalport vein or seam of coal, lying or being in or upon all those certain pieces, parcels or tracts of land situate in the Township of Beccaria, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

NO. 1 - JOHN DILLEN TRACT

BEGINNING at a post, corner of lands of George Herdman and other lands of John Dillen; thence by lands of George Herdman and Robert Herdman North 6° East 2229.1 feet to an iron pin; thence by land of Irvin Estate North $30^{\circ} 7'$ East 1025.4 feet to stones; thence by coal of Clearfield Creek Coal Company South $85^{\circ} 49'$ East 1940.9 feet to a post; thence by coal of the Blaine Run Coal Company, land of D. W. Dillen and B. E. Oshell South $50^{\circ} 44'$ West 3288 feet to a post; thence by land of John Dillen, tract No. 2 described herein, North $84^{\circ} 48'$ West 1903.8 feet to a post, the place of beginning. Containing one hundred forty-three and six thousandth (143.006) acres.

No. 2 - JOHN DILLEN TRACT

BEGINNING at a post, corner of lands of John Dillen and George Herdman; thence by land of John Dillen above described South $84^{\circ} 48'$ East 1903.8 feet to a post; thence by coal of Blaine Run Coal Company, land of D. W. Dillen and Jesse Dillen South $50^{\circ} 44'$ West 1707 feet to a hemlock stump; thence by land of Hegarty heirs North $84^{\circ} 16'$ West 1911.5 feet to stones; thence by land of Hegarty heirs North 60° East 1689.7 feet to a post corner; the place of beginning. Containing seventy-four and three hundred seventy-four thousandth (74.374) acres.

It is expressly understood between the Grantors and the Grantee to this deed, that the surface rights, mining rights, and the removal of surface support as hereinafter set forth in this deed immediately following the description of tract No. 5, do not extend to the surface of the following properties sold and conveyed by previous Grantors to George W. Pearce, deed recorded in Deed Book No. 23, page 361; Amanda Boone, deed recorded in Deed Book No. 69, page 211; Emma J. Weld, Deed recorded in Deed Book No. 73, page 205; Emma J. Weld, Deed recorded in Deed Book No. 73, page 207; Isaac Oshell, Deed recorded in Deed Book No. 75, page 182; Pennsylvania and Northwestern Railroad Co., deed recorded in Deed Book No. 79, page 145; James J. Gill, Deed recorded in Deed Book No. 140, page 39; Samuel Luke, Deed recorded in Deed Book No. 140, page 46; except so far as said mining rights are reserved in each of said several deeds, and the rights given by law to the owners of coal to mine and remove the same.

NO. 3 - GEORGE HERDMAN TRACT

BEGINNING at a white oak stump in line of C. W. Heverly; thence by land of Jester Herdman and J. E. Herdman North $5^{\circ} 28'$ East 2194.7 feet to a post; thence by land of Irvin estate South $85^{\circ} 44'$ East 1254.7 feet to stones in chestnut stump; thence by land of Robert Herdman South $8^{\circ} 26'$ West 1033.2 feet to stones; thence by same South $82^{\circ} 48'$ East 956 feet to a post in line of land of John Dillen; thence by lands of John Dillen South 6° West 1149.2 feet to a post; thence by lands of Hegarty heirs, A. A. Stevens, formerly S. U. Heverly, and C. W. Heverly, North $84^{\circ} 48'$ West 2145.8 feet to a white oak stump, the place of beginning. Containing eighty-six and eight hundred twenty-five thousandth (86.825) acres.

NO. 4 - ROBERT HERDMAN TRACT

BEGINNING at stones; thence by land of George Herdman North $8^{\circ} 26'$ East 1033.2 feet to stones in chestnut stump; thence by land of Irvin estate South $85^{\circ} 44'$ East 912.4 feet to an iron pin; thence by land of John Dillen South 6° West 1079.9 feet to a post; thence by land of George Herdman North $82^{\circ} 48'$ West 956 feet to stones, the place of beginning. Containing twenty-two and six hundred forty thousandth (22.640) acres.

NO. 5 - J. E. HERDMAN TRACT

BEGINNING at stones, corner of lands of Williams and Dickinson estate; thence by lands of Dickinson estate South $84^{\circ} 9'$ East 1859.6 feet to a post; thence by lands of Irvin estate and George Herdman South $5^{\circ} 28'$ West 1120.4 feet to a post in road; thence along the center of said road, by land of Jester Herdman, the following courses and distances, North $83^{\circ} 3'$ West 431.1 feet to a post; North $80^{\circ} 22'$ West 819.3 feet to a post; thence by said road

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and lands of Jester Herdman North $66^{\circ} 45'$ West 651.7 feet to a post; thence by land of Williams heirs North $6^{\circ} 4'$ East 863 feet to stones, the place of beginning. Containing forty-four and nine hundred eighty-nine thousandth (44.989) acres.

Together with the right of ingress, egress and regress into, through, upon and from all the five above mentioned and described tracts of land for the purpose of examining and searching for, and mining and shipping the said coal to market and taking, storing, removing and transporting the same and coal from other lands now owned or leased by the Grantee, or coal which may hereafter be owned or leased by the Grantee, its successors or assigns, and for these purposes the Grantee, its successors or assigns, may build railways, tram-roads, way and drains upon or under the surface of said lands, and to locate and erect such buildings or other structures, with necessary curtilage, and to make such openings, shafts, air-shafts, tipples, chutes and dumps as may be necessary and proper in the opinion of the Grantee, its successors or assigns, for the convenient use and working of the mines, with the right to deposit the waste materials or dirt of the mines upon the surface convenient thereto.

Said Grantors, for themselves, their heirs and assigns, also waive and release unto the Grantee, its successors and assigns, the right of surface support to the five above described tracts of land and to all claim or claims for damage to said lands, the waters thereon or thereunder, resulting from the mining and removal of all of the said veins or seams of coal and other minerals and the removal of the surface support from said lands as fully and completely as said waivers and releases are contained in former conveyances and conveyed to Vernon F. Taylor, the Grantor herein.

It is understood between the Grantors, their heirs and assigns, and the Grantee, its successors and assigns, that the Grantors convey to the Grantee all mining rights of whatsoever kind and nature as well as all waivers and releases for surface supports and other claims for damages only as fully and completely as said Grantors have purchased said mining rights in all the five hereinabove described tracts of land.

NO. 6 - JESTER HERDMAN TRACT

BEGINNING at a post on line of Williams heirs and lands of J. E. Herdman; thence by William Heirs lands South $6^{\circ} 4'$ West 1616.2 feet to a post; thence by lands of Barbara C. Heverly and C. W. Heverly South $84^{\circ} 48'$ East 1884.9 feet to a white oak stump; thence by lands of George Herdman North $5^{\circ} 28'$ East 1337.1 feet to a post in road; thence by the center

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of said road by lands of J. E. Herdman North 83° 3' West 431.1 feet to a post; thence by same North 80° 22' West 819.3 feet to a post; thence by same North 66° 45' West 651.7 feet to a post, the place of beginning. Containing sixty-one and ninety-three thousandth (61.093) acres.

Together with the right of ingress and egress into, upon and from the said lands, for the purpose of examining and searching for, and of mining, manufacturing and preparing the said coal for market, and taking, storing, removing and transporting the same, and for these purposes to build roads and drains upon or under the surface of said land and to locate and erect such buildings or other structures, with the necessary curtilage as may be necessary and proper for the convenient use and working of the mines or works, with a right to deposit the dirt or waste of the said mines or works, upon the surface convenient thereto.

And the said Grantors, do hereby release all and every claim or claims for damage to the said land, caused by opening or working of said mines in the proper manner.

NO. 7 - THOMAS J. WILLIAMS ET AL TRACT

BEGINNING at a post, corner of Dickinson estate tract and Benn & Shaw Coal; thence by said Dickinson estate tract South 82° 33' East 2065.5 feet to stones; thence by lands of J. E. & Jester Herdman South 6° 4' West 2479.2 feet to a post; thence by lands of Barbara C. Heverly and Schricker heirs North 84° 48' West 2035.1 feet to a post; thence by coal of Benn & Shaw North 5° 24' East 2560 feet to a post, the place of beginning. Containing one hundred eighteen and five hundred fifty-five thousandth (118.555) acres.

Excepting and Reserving out of and from the above described premises unto Jesse Williams, his heirs and assigns, all the coal of the vein above mentioned under one-half (1/2) acre of said land lying under and around the present buildings on the above described premises belonging to Jesse Williams.

Also excepting and reserving out of and from the above described premises unto Vernon A. Williams and Annie Williams, their heirs and assigns, all the coal of the vein above mentioned under one-half (1/2) acre of said land lying under and around the present buildings on the above described premises belonging to Vernon A. Williams and Annie Williams.

Together with the right of the Grantee, its successors and assigns, to mine and remove all of said coal, excepting said two separate one-half acres above mentioned, without being required to provide or leave support for the overlying strata or surface and without being liable for any injury to said overlying land or the structures thereon or the springs of water or water courses therein or thereon, by reason of mining and removing of said coal or other coal of the same seam of coal under other lands adjacent thereto, and together with all surface privileges reasonably necessary to pump,

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drain or ventilate this or other coal of the same seam, or to enter, reach, remove and transport said coal or other coal from same seam of coal and with the right to make, maintain and use roads, trolley lines and drains under the surface of said land, and to locate such buildings and other structures, excepting dwelling houses, for the purpose of mining, removing and transporting said coal and other coal from said vein or seam of coal as may be necessary and proper for the convenient use and working of the said mines connected with said premises, with the right to transport and convey coal of said vein of coal from other lands under the above described land, and releasing all and every claim for damages to said lands, the waters thereon and therein and the buildings now or hereafter to be erected thereon, caused by exercising the rights aforesaid.

All the rights and privileges hereinabove given and granted to the Grantee, shall not apply or extend to or in any way be exercised upon four (4) acres of the surface around the present buildings on the above described lands owned by the said Jesse Williams nor to the surface of four (4) acres of said land around the present buildings on the above described lands owned by the said Vernon A. Williams and Annie Williams.

And the said Jesse Williams, one of prior grantors, his heirs and assigns, shall have the right and privilege at any time, by himself, his heirs and assigns, to enter said mine with his engineer or engineers and employees to make a survey of the said mine for the purpose of determining whether or not the said one-half (1/2) acre of coal hereby excepted and reserved, or any part thereof, is being or has been mined by the Grantee, its successors or assigns.

And the said Vernon A. Williams and Annie Williams, two of prior grantors, their heirs and assigns, shall have the right and privilege at any time, themselves, their heirs and assigns, to enter said mine with their engineers or engineer and employees to make a survey of said mine for the purpose of determining whether or not the said one-half (1/2) acre of coal hereby excepted and reserved, or any part thereof, is being or has been mined by the said Grantee, its successors and assigns.

NO. 8 - BARBARIA C. HEVERLY TRACT

BEGINNING at a post, corner of lands of Mrs. John Beers, J. B. Dillen and Schricker heirs; thence by lands of Schricker heirs North $50^{\circ} 49'$ East 3898.3 feet to a post; thence by lands of Jesse Williams estate and Jester Herdman South $84^{\circ} 48'$ East 1704.6 feet to a post; thence by lands of C. W. Heverly South $50^{\circ} 41'$ West 3915.7 feet to a post; thence by lands of Mrs. John Beers North $84^{\circ} 13'$ West 1713.6 feet to a post, the place of beginning. Containing one hundred fifty-three and twenty-nine hundredths (153.29) acres.

Excepting and Reserving, however, the rights of the Bells Gap Railroad Company and its successors in title in said property acquired by virtue of a deed from W. P. Heverly et al to Bells Gap Railroad Company bearing date the 20th day of October, 1879 and recorded in Clearfield County in the office for the recording of deeds, etc., in Deed Book Vol. 15, page 571.

Together with the right of ingress, egress and regress into, through, upon and over the above described lands for the purpose of examining and searching for and mining and shipping the said coal of the "B" seam or vein to market and taking, storing, removing and transporting the same, and for these purposes the Grantee, its successors and assigns, may build such railroads, tramroads, ways and drains upon and under the surface of said lands and locate and erect such buildings or other structures thereon (not including, however, dwelling houses) with the necessary curtilage, and make such openings, shafts, air shafts, tipples, chutes and dumps as may be necessary and proper for the convenient use and working of the mine, with the right to deposit the waste materials or dirt of the mines upon the surface convenient thereto.

And the said Grantors, for themselves, their heirs and assigns, hereby waive and release unto the Grantee, its successors and assigns, the right of surface support for the land described in the foregoing tract, and further waive and release all claim or claims for damage to said lands and the surface thereof and to the waters thereon or thereunder resulting from the mining and removal of all of the coal of the said "B" seam or vein, and the removal of surface support for said land. Provided, however, that the waiver of surface support hereinabove mentioned shall not be held to include any waiver of the right of support to the coal seams above the "B" vein or seam in the premises described, but the Grantee, its successors or assigns, in mining and removing the coal in said "B" seam or vein shall at all times keep and maintain sufficient support so as not to interfere with the operation of mining and removal of the coal in the seams above said "B" or Coalport seam or vein and so as not to interfere with or obstruct the work of the owners or lessees of said seams or veins of coal above the said "B" seam or vein in their operations of mining and removing the coal from the said seams or veins; it being expressly understood that this conveyance and the rights and property acquired thereunder is made subordinant to and subject at all times to the rights of the present lessee of the seams of coal above the said "B" seam or vein in the property herein described, his heirs and assigns.

And Provided, Further, that as the Grantee herein named is advised of the fact that all of the merchantable seams of coal above the "B" or Coalport seam or vein in the said premises are at present under lease and a portion thereof is now being mined and removed from said premises, the said Grantee, its successors and assigns, shall in all matters in respect to the use of the surface of said premises

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and the building thereon of buildings, chutes and other structures, roads, railroads, tramroads, drains, shafts and air shafts, shall use any such portions of the surface as may not be in the possession of the present lessee of the other seams of coal above the said "B" seam or vein or that may not be needed by the present owners and lessees of said seams of coal, it being the intention that the rights hereby granted and conveyed shall be expressly subject to the rights of the present lessee of the veins of coal above the said "B" seam or vein, and that the operation and mining of the said "B" seam of coal under this conveyance shall be such as not to interfere in any way with the operation and mining of the seams of coal above the said "B" seam or vein.

Together, also, with the right and privilege to the Grantee, its successors and assigns, of transporting and hauling coal from other lands through and over the premises described in this conveyance with the right of ingress, egress and regress necessary therein, provided, however, that for all coal from other lands hauled over the surface of the premises herein described the owners of the said surface shall be entitled to be paid at the rate of one (1) cent per gross ton.

NO. 9 - C. W. HEVERLY TRACT

BEGINNING at a post in the center of public road; thence along the center of said road and land of Henry Heverly estate South 63° West 176.9 feet to a post; thence by same South $52^{\circ} 49'$ West 200.3 feet to a post; thence by land of Mrs. John Beers North $5^{\circ} 13'$ East 440 feet to a post; thence by same North $84^{\circ} 35'$ West 1406.8 feet to a post; thence by lands of Barbara C. Heverly North $5^{\circ} 41'$ East 3915.7 feet to a post; thence by lands of Jester Herdman and George Herdman South $84^{\circ} 48'$ East 1685.7 feet to a post; thence by the S. U. Heverly tract South $5^{\circ} 24'$ West 4131.3 feet to a post, the place of beginning. Containing one hundred fifty-four and six hundred fifty-seven thousandth (154.657) acres.

Excepting and Reserving out of and from the above described land, unto the said C. W. Heverly, his heirs and assigns, the "B" or Coalport seam of coal under the following two pieces of land heretofore conveyed, one thereof by deed of W. P. Heverly and C. W. Heverly, and their wives, to the Bells Gap Railroad Company by deed dated September 25th, 1887, recorded at Clearfield, Pennsylvania, in Deed Book No. 15 at page 571. The other thereof by deed of Charles W. Heverly, being the said C. W. Heverly to the Pennsylvania and Northwestern Railroad Company by deed dated October 2nd, 1890, recorded at Clearfield, Pennsylvania, in Deed Book No. 60, page 138.

Together with the full, perpetual, and exclusive right of the Grantee, its successors and assigns, to enter in, upon and under the said lands to dig, drill and explore for said seam or vein of coal and to mine, remove and transport the same from this and other lands, with the full privileges which are usual and necessary for mining purposes without liability for damages.

NO. 10 - S. U. HEVERLY TRACT

BEGINNING at a post, corner of lands of George Herdman and Hegarty heirs; thence by lands of Hegarty heirs South $5^{\circ} 3'$ West 3891.1 feet to a post in public road; thence along said road South $72^{\circ} 16'$ West 255.5 feet to a post; thence along same South 67° West 297.7 feet to a post; thence by land of C. W. Heverly North $5^{\circ} 24'$ East 4131.3 feet to a post; thence by lands of George Herdman South $84^{\circ} 48'$ East 473.1 feet to a post, the place of beginning. Containing forty-four and six hundred eight thousandth (44.608) acres.

Together with the rights of ingress egress and regress into, upon, through, over, along and across the lands above described for the purpose of examining and searching for, and of mining, manufacturing and preparing the said coal for market, and of mining, manufacturing and removing the same from the date hereof, and other coal now owned or that may hereafter be acquired by the said Grantee, its successors or assigns, and for these purposes to build roads, railroads and drains upon and under the surface of said lands, and to locate and erect such chutes, tipples, buildings and other structures, with the necessary curtilage as may be necessary and proper for the convenient use and workings of the mines or works in connection therewith, and with the right to deposit the dirt or waste of the said mines or works upon the surface convenient thereto.

And the Grantors, for themselves, their heirs and assigns, for the consideration aforesaid, do hereby remise, release and forever discharge the said Grantee, its successors or assigns, of and from any and all damages to the surface of said land, the water therein or thereon, and buildings and improvements which may result to the Grantors, their heirs or assigns, by reason of the taking and removing of said coal.

BEING the same premises which Vernon F. Taylor and Ruth C. Taylor, his wife, conveyed to Cambria Smokeless Coal Company by deed dated December 21, 1916 and recorded in Clearfield County in Deed Book 219, page 467.

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9. ALL their right, title and interest in all the coal at this time remaining in all the following tracts of land situate in the Township of Beccaria, County of Clearfield and State of Pennsylvania, bounded and described as follows:

- a. BEGINNING at Clearfield Creek; thence south eighty-four degrees east one hundred twenty-five perches to a post; thence by land of Jacob Myers north one-half degree east ninety perches to a post; thence by land of John Lightner north eighty-three and one-half degrees west one hundred eight perches to creek; thence up creek south three and one-half degrees east fifty-five perches; thence south thirty-three degrees west forty-one perches to place of beginning. Containing 59 acres and 53 perches.
- b. BEGINNING at a dogwood; thence west by land of Sam Spangle one hundred seventy-one perches to a post; thence north by lands of Martha Davis and John Lightner sixty-eight and three tenth perches to a post; thence east by lands of H. B. Burket one hundred seventy-two perches to a hemlock; thence south seventy-four and one-half perches to a dogwood corner and place of beginning. Containing seventy-six acres and eighty-five perches.
- c. BEGINNING at a certain post of L. D. Weld; thence by residue north eighty perches to a post of L. Weld; thence by land of A. Weld west one hundred twenty perches to a post; thence by Creek Survey south eighty perches to a post; thence by land of L. D. Weld east one hundred twenty perches to the place of beginning. Containing sixty acres.
- d. BEGINNING at a dogwood; thence west one hundred sixty-eight perches to a post; thence south eighty perches to a post; thence east one hundred sixty-eight perches to a post; thence north eighty perches to a dogwood and place of beginning. Containing eighty-four acres.
- e. BEGINNING at a dogwood corner; thence east by John Frank Survey one hundred twenty perches to stones; thence south by P. Miller Survey one hundred sixty-five perches to stones; thence west one hundred twenty perches to dogwood corner; thence north one hundred sixty-five perches to corner and place of beginning. Containing one hundred twenty-three acres and one hundred twenty perches
- f. BEGINNING at a pine corner; thence along land of Jacob Myers and Levi Spangle east two hundred forty-eight perches to a corner; thence along lands of John D. Weld south one hundred sixty-two perches to a corner; thence along lands of Samuel Hegarty west two hundred twenty perches to a corner; thence north ten degrees west along Blain Survey one hundred sixty-one perches to the place of beginning. Containing two hundred thirty-seven acres and seventy-four perches.

Together with the right of ingress and egress into, upon and from said lands for the purpose of examining and searching for and mining, manufacturing and preparing the said coal for market and taking, removing and transporting same, and for these purposes to build roads and drains, upon or under the surface of said land and to locate and erect such buildings or other structures with the necessary curtilage, as may be necessary and proper for the convenient use and working of mines or works with a right to deposit the dirt or waste of the said mines or works upon the surface convenient thereto. And the said parties of the first part do hereby release all and every claim or claims for damages to said land caused by the opening or working of said mines in the usual manner, and with the right to take from the aforesaid land all timber necessary for mining purposes.

- g. BEGINNING at a pine; thence by land of L. D. Weld east one hundred sixty-two perches to a post; thence by land of Levi Spangle north seventy perches to a post; thence by land of Samuel Spangle west one hundred sixty-two perches to a post; thence by land of Samuel Spangle south seventy perches to a pine and place of beginning. Containing seventy acres and one hundred forty perches.

Together with the same mining rights as in tracts one to six inclusive, except "and with the right to take from the aforesaid land all timber necessary for mining purposes".

- h. Also all the coal in the B or Miller seam of coal in, under and upon all that certain tract of land situate in the Township of Beccaria aforesaid, bounded and described as follows: BEGINNING at a post; thence north by lands of John Dillen and M. Cowen eighty-eight degrees west two hundred thirty-six perches to a corner of lands of S. Hegarty; thence north by said lands two degrees east one hundred thirty-one perches to corner of John D. Weld's land; thence east by said land eighty-six perches to corner; thence north one hundred seven perches to corner; thence south by lands of Jesse Williams eighty-eight degrees east one hundred fifty perches to a corner on lands of C. W. and W. P. Heverly; thence by said lands south two degrees west two hundred thirty-eight perches to a post and place of beginning. Containing two hundred ninety-three acres and eighty-six perches.

Together with the right of mining and removing the same by any subterranean process incident to the business of mining and the performing all acts incident or appertaining thereto, without thereby in any event whatsoever, incurring any liability for injury caused or damage done to the surface of said land or to overlying strata or to the buildings or improvements which may now be erected or constructed thereon or which may hereafter be so erected or constructed, or the springs, waters, water courses upon or under the said land, and excepting and reserving all spaces made in the mining and removal

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of said coal with the right to use said spaces for draining, ventilating and operating the mines and for transporting coal and mining supplies to and from other tracts of land forever, including the right to build, use and maintain such underground tracks, haulageways, airways, manways and drainageways, wire and pipe lines, telephone lines, power lines, water lines and water courses and all other improvements necessary or convenient to mine and remove the coal therefrom.

The party of the first part does by these presents give, grant and convey also to the Grantee, its successors and assigns, all the rights, privileges and easements excepted and reserved by Selma Schricker, et al., in deed to Middle Pennsylvania Coal Corporation dated July 1, 1926, and recorded in Deed Book Vol. 280, page 201, records of Clearfield County, which rights, privileges and easements are set forth at length in an agreement or lease made and entered into by and between the heirs and legal representatives of Lorenzo Schricker, deceased, to Cambria Smokeless Coal Company bearing date the 1st day of January, 1915, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, Miscellaneous Book No. 12, page 365, and as supplemented by supplemental agreement dated May 6, 1916, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Miscellaneous Book No. 12, page 362, and further supplemented by agreement dated December 31, 1924, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Miscellaneous Book No. 30, page 487, which agreement and supplemental agreements are incorporated herein at length by reference, which rights, privileges and easements contained in the above mentioned agreement and supplemental agreements shall be merged in the Cambria Smokeless Coal Company as owner.

It is the true intention and purpose of the parties of the first part to sell and convey to Grantee all their right, title and interest of, in and to the coal at this time remaining in the above described tracts of land, together with such mining rights, timber rights, surface rights, release of damages and rights to the use of the spaces made by mining the coal conveyed and all other rights, privileges and easements which the parties of the first part possess and are capable of conveying, and no more. It is further understood and agreed to be an express condition of this conveyance that prior parties in the chain of title, their heirs, executors, administrators and assigns, own and hold the iron ore, limestone, fire clay and other minerals in an underlying tract number 9 hereinbefore described containing 293 acres and 86 perches, subject to all the rights, privileges, easements, terms and covenants given, granted and conveyed to Cambria Smokeless Coal Company, its successors and assigns, by this Indenture, and in the event of any conflict in the exercise of

such rights, privileges and easements, Cambria Smokeless Coal Company, its successors and assigns, shall be deemed to have first and prior title, and such rights, privileges and easements are to be exercised without any interference by any one.

This Indenture is delivered and accepted by the party of the second part, subject to the following conveyances:

Deed of Selma Schricker, et al., to the Pennsylvania Railroad Company, dated June 1, 1926, and recorded in the office for the recording of Deeds in and for the County of Clearfield in Deed Book Vol. 280, page 140.

Deed of Selma Schricker, et al, to Middle Pennsylvania Coal Corporation dated July 1, 1926 and recorded in the office aforesaid in Deed Book Vol. 280, page 201.

BEING the same premises which Richard L. Schricker, et al, conveyed to Cambria Smokeless Coal Company by deed dated August 17, 1935, and recorded in Clearfield County in Deed Book 312, page 55. And being the same premises which J. Harrison Westover and Lovell J. Westover, his wife, conveyed to Cambria Smokeless Coal Company by deed dated September 20, 1935 and recorded in Clearfield County in Deed Book 312, page 46.

10a. ALL the coal under that certain piece of parcel of land situate in Beccaria Township, Clearfield County, Pennsylvania;

BEGINNING at stones on the south side of Clearfield Creek; thence by lands of A. Smith and William Levis, south sixty-eight degrees west thirty-six rods to stones; thence by lands of Potter south one and one-half degrees west forty-one rods to a post; thence by lands of now Susan Lender south eighty-eight degrees east thirty-one to a post; thence by land of Morgan, et al, north one and one-half degrees east fifty-six rods to place of beginning. Containing ten acres net taken from a larger tract warranted in the name of Solomn Lyon. Together with one acre of the surface to be located on the northeast side of the above mentioned ten acres, for the purpose of making openings, erecting tipples, and all such other use and occupancy as may be called for in the operation and mining of coal, and the right to use the surface of this within mentioned acre of ground for erecting any building or buildings, excavations necessary for the mining and removing of the coal, such chutes, dumps, blacksmith shops, weigh scales and the like, with the privilege of removing coal through the headings and openings under and through said piece of land.

b. ALL that certain coal lying or being under all that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield and State of Pennsylvania,

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bounded and described as Follows (and to contain ten and one-half (10½) acres.):

Commencing at stones on the south side of Clearfield Creek; thence by lands of A. Smith and William Levis south 68 degrees west 36 perches to stones; thence by land of Potter south one-half degree west ninety-three perches to a post; thence by land of S. R. Hegarty, now James Witherow, south eighty-eight and one-half degrees east 31 perches to post; thence by lands of Morgan & Company north one and one-half degrees east one hundred eight perches to the place of beginning. Containing twenty and one-half acres.

Reserving and excepting out of the above described twenty and one-half acres the ten acres heretofore described and conveyed to the company by John S. Cavaner. Also reserving one-half acre, formerly belonging to the school board of Beccaria Township. Reference had to the records at Clearfield, Deed Book "N", page 64, will more fully show said title.

c. ALL the coal, iron ore and any and all other materials of whatsoever kind lying or being in or upon all that certain piece or lot of ground bounded and described as follows:

BEGINNING at a post on line of L. W. Weld; thence by land formerly of George Pearce north eighty-eight and one-half degrees west one hundred and twelve perches to a post; thence by land of Abram Nevling south one and one-half degrees west eighty perches to dead hemlock; thence still by said Nevling south eighty-eight and one-half degrees east one hundred and twelve perches to a post on line of James H. Hagerty; thence by line of said Hagerty and L. W. Weld north one and one-half degrees east eighty perches to the place of beginning. Containing fifty-six acres, more or less, being part of a larger tract of land surveyed in the warrantee name of John Funk, the title to which by various conveyances became vested in Frank Fielding; together with the right of egress, ingress and regress into and upon and over the surface of the said land for the purpose of examining, searching for, mining and manufacturing the said coal, iron ore and any and all other minerals, taking, removing and transporting the same and for these purposes to build roads, and make all necessary improvements on or under the surface of the said land and to erect such buildings or other structures as may be necessary for the convenient use and working of the mines and works with the right to remove all of said coal or other minerals without liability to damages to the surface of said land caused by the opening or working of said mine aforesaid, and to exercise all of the rights, privileges and authority as recited in deed from Fielding to Orvis.

- d. All the coal, except the vein or seam now owned by Leland Coal Company, and commonly known as the "D" vein or seam, together with the mining rights thereto, conveyed or about to be conveyed to said Leland Coal Company, in, under and upon all those three certain tracts or pieces of land situate in the Township of Beccaria, County of Clearfield and State of Pennsylvania, bounded and described as follows:

The First Thereof, situate in the Township of Beccaria, aforesaid, bounded and described as follows: Beginning at a post; thence by line of Martin Mails warrant, south three degrees nine and one-half minutes west ninety-one and seven hundredths perches to a post; thence north eighty-three degrees twenty minutes west one hundred four and seventy-six hundredths perches to a point on line of Hale tract; thence north six degrees five minutes east, ninety and sixty-nine hundredths perches to a post on line of land of Joseph M. Smith, now Aaron Emel; thence south eighty-four degrees one and one-half minutes east one hundred and eleven hundredths perches to post and place of beginning. Containing fifty-seven and eighty-one hundredths acres, and being known as the Gill tract, a part of a larger tract surveyed in the name of John Mail.

The Second Thereof, situate in the Township of Beccaria, aforesaid, beginning at a point on line of Frederick Hubley, warrant; thence south five degrees forty-five minutes west one hundred seventy-three and eighty-six hundredths perches to line of land of estate of John Dillen; thence north eighty-three degrees nine and one-quarter minutes west one hundred thirty-nine perches to a point; thence by the line of land of Frank McCoy, north thirty-one degrees twenty-five minutes east one hundred ninety perches to line of the Frederick Hubley warrant; thence south eighty-four degrees eleven and one-quarter minutes east fifty-eight and sixty-five hundredths perches to post and place of beginning. Containing one hundred five and eighty-three hundredths acres, and being known as the residue of the P. Flynn tract.

The Third Thereof, situate in the Township of Beccaria, beginning at a point on line of the John Bousman warrant; thence by line of land of Joseph M. Smith, now Aaron Emel, and the Gill tract; south six degrees six minutes west one hundred sixty-one and one tenth perches to post on line of land of Dale O'Donnell; thence north eighty-four degrees fifty-seven minutes West one hundred thirty-one and one tenth perches to the line of P. Flynn tract; thence by line of P. Flynn tract, north five degrees forty-five minutes east one hundred sixty-two and one tenths perches to a post; thence south eighty-three degrees fifty-eight minutes east one hundred thirty-one and three tenths perches to post and place of beginning. Containing one hundred and thirty-two and eight tenths acres, and being known as the Hale tract, together with all the appurtenances.

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Together with the right to enter, mine and take away all the coal, without any liability for damages that may result from the mining and removal of all said coal, and to make such openings, shafts, chutes, dumps, improvements, roads and railroads on the land as may be necessary to conveniently mine the same and transport such coal and other freight through and over said lands.

Being the same rights and premises that Edward Bailey, Clarence L. Harper and H. B. Powell, Trustees for the Bondholders of Clearfield Creek Coal Company, by agreements dated August 20, 1923, and January 20, 1926, granted and agreed to convey to Irvona Coal & Coke Company. (Since conveyed to Irvona Coal & Coke Company by deed by said Trustees.)

Excepting and reserving from the second and third thereof all of the "E" coal as conveyed by the Cambria Smokeless Coal Company to Dean Coal Company by deed dated December 30, 1955, and recorded in Deed Book 473, page 492.

BEING the same premises which Gus M. Gleason, Special Master appointed by the Court of Common Pleas of Clearfield County, Pennsylvania, conveyed to Cambria Smokeless Coal Company by deed dated June 15, 1931 and recorded in Clearfield County in Deed Book 300, page 282.

11. Also conveying the rights hereinafter described, being under the premises described in paragraph three hereof:

The free, exclusive and uninterrupted right to have and use all spaces underlying the hereinafter described lands made by the removal of coal with the right to lay and maintain tracks, pipes, wires, ropes, machinery and apparatus therein and to use said spaces, tracks, pipes, wires, ropes, machinery and apparatus for the transportation of coal and mining supplies to and from the hereinafter described lands and to and from any other tracts of coal or lands owned, leased or operated by the party of the second part, its successors and assigns, and for the draining, ventilating and operating of the mines of the party of the second part, its successors and assigns, wherever located forever, and without any liability for rental or damages whatsoever.

AND without liability for damages or claim for damages that may be done to the strata of rock overlying and the strata of rock underlying each vein or seam of coal in said land, or to the surface thereof, or to the buildings now erected or which may hereafter be erected thereon, or the springs,

waters or water courses upon or under said lands caused by transporting coal under or across said land, or from ventilating, pumping and draining the spaces and openings under said land or draining, ventilating or operating any of the mines of the party of the second part, its successors and assigns wherever located forever.

The tracts of land, situate in Beccaria Township, Clearfield County, Pennsylvania, underwhich the use of all spaces made by the removal of coal is hereby granted are bounded and described as follows:

NUMBER ONE: BEGINNING at a post on line of other land of Teresa Ricketts, (said land being Parcel No. 3 hereinafter described), and corner of land of Jesse Williams, lately conveyed by him to said Teresa Ricketts, (said Jesse Williams land being Parcel No. 2 hereinafter described;) thence by other land of said Teresa Ricketts and land now or formerly of J. D. Weld west fifty-four (54) perches more or less to a post; thence north thirty (30) degrees east by land now or formerly of Levi Spangle seventy-nine (79) perches, more or less, to a post; thence east by lands now or formerly of A. Weld Estate fifty-six and one-half (56½) perches, more or less to a post and corner of land of Jesse Williams, lately conveyed by him to said Teresa Ricketts (being parcel No. 2 hereinafter described); thence south thirty (30) degrees east by said land seventy-nine (79) perches to post of beginning. Containing twenty-six (26) acres and one hundred and forty (140) perches, more or less.

NUMBER TWO: BEGINNING at a post in line of land of said Teresa Ricketts (being parcel No. 3 hereinafter described, and also being a corner of Parcel No. 1 hereinbefore described); thence east along said land fifty-four (54) perches to a post; thence by land now or formerly of Jesse Williams Estate north thirty (30) degrees east seventy-nine (79) perches to a post; thence by land now or formerly of A. Weld Estate fifty-six and one-half (56½) perches to a post; thence by land formerly of Edmund and Miles Williams (being parcel No. 1 hereinbefore described) south thirty (30) degrees west seventy-seven (77) perches to the place of beginning. Containing twenty-six (26) acres and one hundred and forty (140) perches, more or less.

NUMBER THREE: BEGINNING at a post now or formerly of J. Williams; thence by same north seventy-nine (79) perches to a post; thence west along parcels numbers one and two, hereinbefore described, ninety-one and one-half (91½) perches to a post formerly of L. D. Weld, now August Rohman; thence by the same south seventy-nine (79) perches to a post; thence by land formerly of Haupt & Company east ninety-one and one-half (91½) perches to a post and the place of beginning. Containing forty-five (45) acres and twenty-eight (28) perches more or less.

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NUMBER FOUR: BEGINNING at a post on line of parcel Number Three at corner adjoining lands now or formerly of L. Schricker; thence by line of said Schricker south four (4) degrees west one hundred and three (103) perches to a post; thence north eighty-five (85) degrees thirty (30) minutes west forty-five and three-fourth ($45 \frac{3}{4}$) perches to a post, corner of land of August Rohman; thence along said August Rohman land north fourteen (14) degrees east one hundred and nine and three-fourth ($109 \frac{3}{4}$) perches to a post to line of parcel Number Three; thence along said parcel Number Three south eighty-five (85) degrees east twenty-five and one-half ($25 \frac{1}{2}$) perches to the place of beginning. Containing twenty-four (24) acres and seven (7) perches, more or less.

NUMBER FIVE: BEGINNING at a stone corner; thence by land now or formerly of Levi Spangle south eighty-eight (88) degrees east fifty (50) perches to a post; thence by land of Teresa Ricketts south two (2) degrees west seventy-nine (79) perches to a post; thence south fourteen (14) degrees west seventy (70) perches to a post; thence along parcel Number 2 hereinafter described, north eighty-five (85) degrees thirty (30) minutes west sixty-seven (67) perches to a post; thence north two (2) degrees east eighty-eight (88) perches to a stone, the place of beginning. Containing forty-eight (48) acres more or less.

NUMBER SIX: BEGINNING at corner of lands now or formerly of W. A. Wolf; thence by line now or formerly of Samuel Hagerty south eighty-five (85) degrees thirty (30) minutes east nine (9) perches to a post; thence south two (2) degrees thirty (30) minutes west twenty-two (22) perches to a post; thence by line of land now or formerly of L. Schricker south eighty-five (85) degrees thirty (30) minutes east forty-four and eight tenth (44.8) perches to a post; thence by line of Teresa Ricketts north fourteen (14) degrees east forty (40) perches to a post; thence along line of parcel No. 1 hereinbefore described, north eighty-five (85) degrees thirty (30) minutes west sixty-one and eight tenth (61.8) perches to a post; thence by line of lands now or formerly of W. A. Wolf south two (2) degrees thirty (30) minutes west eighteen (18) perches to a post the place of beginning. Containing thirteen (13) acres and two (2) perches, more or less.

BEING the same premises which John G. White conveyed to Cambria Smokeless Coal Company by deed dated March 27, 1924 and recorded in Clearfield County in Deed Book 274, page 319.

B. The following properties are in Blain City:

- 1a. ALL those two certain lots situate in the Village of Blain City, Beccaria Township, County and State aforesaid, designated on the general plan or plot of said village as lots numbers 145 and 146.

ALL those two certain town lots situate in the Village of Blain City, Township of Beccaria, County and State aforesaid, designated on the general plan or plot of said village as lots Nos. 106 and 122.

ALL those three certain rights of way formerly used and occupied by Irvona Coal Company, in constructing, manufacturing, maintaining and operating a surface railroad connecting its various mining operations and being the same rights conveyed to and vested in Irvona Coal Company by virtue of certain agreements as follows: The first executed by the Rev. John I. Fox, and dated the 13th day of May, 1899, for the right of way over and through the lot of St. Basils Church, The second executed by J. C. Smith and dated the 16th day of May, 1899, for the right of way over and through lots Nos. 88 and 89. And the third executed by John Swope, dated the 16th day of May, 1899, over and through Lot No. . All of said lots and rights of way being in the Village of Blain City aforesaid.

Also the right to convey water by pipes or otherwise through or over the lands reserved for the Bells Gap Railroad Company as vested in Irvona Coal Company by an article of agreement made and executed the 27th day of September A. D. 1886, with the Bells Gap Railroad Company aforesaid. Together with the right to erect and maintain, and operate a pumping station and machinery on the railroad right of way with all other rights and interests vested in the party of the first part by the agreement aforesaid.

- b. ALL those certain lots or pieces of land in what is known as the Dotts and Shaw Addition to the Village of Blain City, Township of Beccaria, County of Clearfield and State of Pennsylvania as follows:

Lots numbers 69, 70, 71 and 72; lots numbers 107, 108 and 109; lots numbers 118, 119, 120 and 121; lots numbers 140, 141, 142 and 143.

Reserving and excepting, nevertheless, all the coal, iron ore, limestone, fire clay and other minerals, together with such rights as are contained and reserved unto Lorenzo Schricker, in deed dated February 12, 1876, recorded at Clearfield in Deed Book 9, page 152.

BEING the same premises which Gus M. Gleason, Special Master appointed by the Court of Common Pleas of Clearfield County, Pennsylvania, conveyed to Cambria Smokeless Coal Company by deed dated June 15, 1931 and recorded in Clearfield County in Deed Book 300, page 282.

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C. The following properties are in Coalport Borough:

1. ALL that certain one-half lot of ground situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, separately bounded and described as follows:

BEGINNING at the Southwest corner of Deer Alley and Lumber Alley; thence along Deer Alley South 82 degrees 10 minutes West 70 feet to the front one-half of Lot No. 20; thence along the front one-half of Lot No. 20 South 7 degrees 50 minutes East 50 feet to line of Lot No. 21; thence along line of Lot No. 21 North 82 degrees 10 minutes East 70 feet to Lumber Alley; thence along Lumber Alley North 7 degrees 50 minutes West 50 feet to the place of beginning.

EXCEPTING AND RESERVING the coal and mineral right as reserved in previous conveyances.

BEING the same premises which Eliza Jane Mellott and A. T. Mellott, her husband, conveyed to Cambria Smokeless Coal Company by deed dated January 30, 1917 and recorded in Clearfield County in Deed Book 217, page 200.

2. ALL those certain pieces, parcels or tracts of land situate in Coalport Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner of land now or formerly of Ella F. Price and R. C. Lord; thence along land of R. C. Lord North 85 degrees West 200 feet to line of lot having houses numbered 66 and 67 erected thereon; thence through lands of which this was a part South 10 degrees East 76.5 feet; thence by same South 45 degrees 18 minutes West 30 feet; thence by same South 61 degrees no minutes East 285 feet to land of Ella F. Price; thence along said land of Ella F. Price North 10 degrees West 210 feet to place of beginning.

ALSO BEGINNING at a corner of land of Ella F. Price and William Chuita and land now or formerly of Witmer Heirs; thence along line of Ella F. Price North 10 degrees West 80 feet; through land of which this was a part South 29 degrees no minutes West 104.6 feet to land of Witmer Heirs; thence along line of Witmer Heirs South 81 degrees East 60.9 feet to place of beginning.

Excepting and Reserving the coal and other minerals as reserved in former deeds.

BEING a part or residue of a tract of 3 acres and 37 perches conveyed by Joseph Fister and Sue E. Fister to Imperial Coal Corporation by deed dated September 11, 1919, and recorded at Clearfield, Pennsylvania, in Deed Book No. 236, page 213.

3. ALL that certain piece, parcel or tract of land situate in Coalport Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Southeast corner of Spruce Street and Railroad Street; thence along line of Railroad Street South 7 degrees 50 minutes East 310 feet to Chestnut Street; thence along Chestnut Street North 82 degrees 10 minutes East 330 feet to Forest Street; thence along Forest Street North 7 degrees 50 minutes West 310 feet to Spruce Street; thence along Spruce Street South 82 degrees 10 minutes West 330 feet to place of beginning. Being lot numbers 5, 6, 7, 8, 9, 10, 100, 101, 102, 103, 104, 105.

ALSO all right, title and interest to any other land which was received by the Cambria Smokeless Coal Company under deed from Theodore M. Kurtz dated October 6, 1914, and recorded at Clearfield, Pennsylvania, in Deed Book 204, page 507.

RESERVING AND EXCEPTING out of and from the above described premises all the coal and mineral rights, under the said lands as reserved and excepted in the line of title of said land.

BEING the same premises conveyed by Theodore M. Kurtz to Cambria Smokeless Coal Company by deed dated October 6, 1914, and recorded at Clearfield in Deed Book 204, page 507, and also includes the Lot No. 100 conveyed by William D. Grace et al to Cambria Smokeless Coal Company by deed dated July 19, 1916, and recorded at Clearfield, Pennsylvania, in Deed Book 214, page 92, and Lot No. 101 conveyed to Cambria Smokeless Coal Company by deed of Harvey W. Meyers et ux, dated April 16, 1917, and recorded at Clearfield, Pennsylvania, in Deed Book 217, page 298, and Lot No. 102 conveyed to Cambria Smokeless Coal Company by deed of Amanda Myers Lewis by deed dated April 16, 1917, and recorded at Clearfield, Pennsylvania, in Deed Book 217, page 288, and Lot No. 103 conveyed to Cambria Smokeless Coal Company by John Stankervitz et ux by deed dated December 17, 1914, and recorded at Clearfield, Pennsylvania in Deed Book 209, page 217, and Lots Nos. 104 and 105 conveyed by Ruth H. Taylor et vir dated May 27, 1916, recorded at Clearfield, Pennsylvania in Deed Book No. 216, page 55.

4. ALL that certain piece, parcel or tract of land situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post in line of lands formerly of M. M. Davis, now R. C. Lord and land of J. D. Spangle; thence by land of said J. D. Spangle South eighty-five degrees East twenty-nine (29) perches to a post; thence by same and land of grantee, formerly Lowmaster, South ten degrees East thirty-four (34) perches to a post; thence by land of grantee South eighty-one degrees West twenty-eight (28) perches to a post; thence by land

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contracted to be sold by Joseph Fister to grantees, and land of R. C. Lord, North ten degrees West forty-one and three tenth (41.3) perches to the place of beginning. Containing six (6) acres and one hundred and eleven (111) perches.

EXCEPTING AND RESERVING the coal and other minerals as excepted and reserved in the above recited deed.

BEING the same premises which Ella F. Price also called Mrs. J. F. Price and John F. Price, her husband, conveyed to Imperial Coal Corporation by deed dated September 11, 1919 and recorded in Clearfield County in Deed Book 236, page 215.

5. ALL those certain pieces, parcels or lots of ground situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

FIRST LOT: BEGINNING at a post on John Price's line; thence by land of the Witmer Land and Coal Company and second described lot, South one degree West twenty-two and two tenth (22.2) perches to a post on road; thence by line of said road North eighty-five degrees thirty minutes East forty (40) perches to Hegarty's line; thence by land of Hegarty North eight degrees thirty minutes West twenty-nine and four tenth (29.4) perches to post on line of land of J. D. Spangle; thence by land of the said J. D. Spangle North eighty-three degrees West eighteen (18) perches to a post on line of land of J. Price; thence by land of said J. Price South seven degrees thirty minutes East eleven (11) perches to a post; thence by same and along private road south eighty-five degrees West eighteen and eight tenth (18.8) perches to post and place of beginning. Containing six (6) acres and ninety-one (91) perches.

SECOND LOT: BEGINNING at a post on Street on line of land of party of the second part; thence North eighty-four degrees East twenty-seven and two tenth (27.2) perches to first described lot; thence along first described lot North one degree East six (6) perches to a post; thence by land of the Witmer Land and Coal Company, et al, South eighty-seven degrees West twenty-seven and two tenth (27.2) perches to a post on Street; thence by said Street South seven degrees thirty minutes East four and two tenth (4.2) perches to post, the place of beginning. Containing one hundred and thirty-six (136) perches.

EXCEPTING AND RESERVING, however, all of the coal, fire clay, limestone, iron ores and other minerals together with mining rights as excepted and reserved in the above recited deed.

THIRD LOT: BEGINNING at a post on Street or Haines line; thence by land of the Witmer Land and Coal Company North eighty-two degrees thirty minutes East four hundred and thirty-six (436) feet to a post; thence by same South ten degrees East two hundred and fifty (250) feet to a post; thence by same South eighty-two degrees thirty minutes West four hundred and thirty-six (436) feet to a post on Haines line; thence by same North ten degrees west two hundred and fifty (250) feet to post and place of beginning. Containing two (2) acres and eighty (80) perches.

EXCEPTING AND RESERVING, however, the coal and other minerals lying and being in, under and upon the above described lot of ground, together with mining rights as reserved in the above recited deed.

BEING the same premises which John B. Lowmaster and Mary Lowmaster, his wife, conveyed to Cambria Smokeless Coal Company by deed dated September 27, 1916, and recorded in Clearfield County in Deed Book 216, page 404.

6. ALL those two certain pieces or parcels of land situated in the Borough of Coalport, Clearfield County, Pennsylvania:

The first thereof bound and described as follows: Beginning at a post on corner of Sagawich; thence by private road South eighty-two degrees, thirty minutes East thirty-one and eight tenths rods ($82^{\circ} - 30' - E 31.8 R$) to a post on the tract line and Hegartys line; thence by said line South seven degrees, thirty minutes East thirty-four and eight tenths rods ($S-7^{\circ} - 30' - E 34.8 R$) to a post on land of Joseph Neibauer, Jr; thence by line of said Joseph Neibauer, Jr. North eighty-five degrees West, thirty rods to a post on line of Sagawich; thence by said Sagawich line, North seven degrees, thirty minutes West thirty-two rods ($N 7^{\circ} - 30' - W 32R$) to a post and place of beginning. Containing six acres, seventy-two perches (6 A 72 P). Reserving and excepting, however, from the above described premises all reservations and exceptions contained in the chain of title, particularly the reservations and exceptions contained in the deed from Witmer Land & Coal Company to Joseph Neibauer, Sr., dated the 30th day of November A.D., 1914, and recorded in Clearfield County in Deed Book 242, page 365.

The second thereof bound and described as follows: Beginning at a post corner of J. B. Lowmaster's land; thence by road South eighty-two degrees, thirty minutes East ten rods ($S 82^{\circ} 30' E 10R$) to a post; thence by Witmer Land and Coal Company South seven degrees thirty minutes East thirty-two rods ($S 7^{\circ} 30' E 32 R$) to a post; thence by Witmer Land and Coal Company North eighty-two degrees, thirty minutes West ten rods ($N 82^{\circ} 30' W 10 R$) to a post; thence by Witmer Land and Coal Company and J. B.

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Lowmaster North seven degrees thirty minutes West thirty-two rods (N 7° 30' W 32 R) to place of beginning: Containing two acres (2 A) and being a part of the Wall and Mays Tract. Reserving and excepting, however, to the Witmer Land and Coal Company, its successors and assigns, all of the coal and other minerals lying and being in, under and upon said piece of land, with the right, liberty and privilege to dig, mine, take and carry the same away without any liability for any injury which may happen by any diversions of the waters flowing through or under said piece of land from their natural course or to the building which may be erected thereon, no part of the surface of said piece of land to be used in the exercise of the privilege hereby reserved without the consent of the party of the second part. Also reserving the exclusive privilege of hauling all coal and other minerals from other lands as the party of the first part, its successors or assigns, may desire, through the gangways or headings which it or they may dig, make and excavate under and through said piece of land.

BEING the same premises which George Ginter and Annie E. Ginter, his wife, conveyed to Cambria Smokeless Coal Company by deed dated August 12, 1930 and recorded in Clearfield County in Deed Book 297, page 83.

7. ALL that certain piece or parcel of land situate in the Borough of Coalport, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point being the corner of John B. Lowmaster land; thence by his line South 85 degrees 27.2 rods east to a point on John Sagawich's land; thence by his line south 7 degrees east 21.2 rods to a post; thence by the said Sagawich land and Witmer Land and Coal Company, south 85 degrees 40 rods to a post on Hegerty; thence by line of said Hegerty (being the tract line between the Blain and Forest Surveys) south 7 degrees east 65 rods to a post on the right of way of public road leading from Coalport to Williams School House; thence by right of way of said road south 89 degrees west 8.6 rods to a post; thence by the same north 78 degrees 34.2 rods to a point; thence by the same south 86.30 degrees west 10.8 rods to a point or post; thence by the same north 83 degrees west, 16.8 rods to a point on Haines line; thence by said Haines line north 7 degrees west 84 rods to the place of beginning. Containing thirty acres and one hundred forty-five perches.

Excepting and reserving the coal and other minerals and mining privileges.

BEING the same premises which Frank Cuchta conveyed to Cambria Smokeless Coal Company by deed dated October 29, 1949 and recorded in Clearfield County in Deed Book 402, page 194.

8. ALL that certain piece, parcel or lot of ground situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on line of land of J. B. Lowmaster; thence North fifteen degrees East seventeen and three tenth (17.3) perches to a post on lane or alley; thence by the said alley North eighty-five degrees East eight and eight tenth (8.8) perches to a post on land of J. B. Lowmaster; thence by the Lowmaster line South one degree West sixteen and two tenth (16.2) perches to a post; thence by other land of the said Lowmaster South eighty-seven degrees West thirteen and six tenth (13.6) perches to post, the place of beginning. Containing one (1) acre and twenty-seven (27) perches.

EXCEPTING AND RESERVING, however, the coal and other minerals lying and being in, under and upon said piece of land, with mining rights as reserved in the aforementioned deed of the Witmer Land and Coal Company to William Chuita.

BEING the same premises which William Chuita and Rose Chuita, his wife, conveyed to Cambria Smokeless Coal Company by deed dated July 27, 1917 and recorded in Deed Book 218, page 272.

9. ALL that certain piece, parcel or lot of ground situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at post at corner of Forest and Spruce Streets; thence Eastward by Spruce Street one hundred and fifty (150) feet to post on Wood Street; thence Southward by Wood Street fifty (50) feet to post along line of Lot Number one hundred and ninety-six (196); thence Westward by line of Lot Number one hundred and ninety-six (196), one hundred and fifty (150) feet to post on Forest Street; and thence Northward by Forest Street fifty (50) feet to post, the place of beginning, being Lot Number one hundred and ninety-five (195) as marked on the general plan of the Borough of Coalport.

SAVE AND EXCEPTING the coal and mineral right as reserved in the former conveyances.

BEING the same premises which Edward Ricketts and Teresa Ricketts, his wife, conveyed to Cambria Smokeless Coal Company by deed dated May 3, 1917 and recorded in Clearfield County in Deed Book 218, page 52.

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10. ALL that certain piece, parcel or lot of ground situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Forest Street at middle of Lot Number one hundred and ninety-six (196); thence Northwardly by said Street twenty-five (25) feet to a post; thence Eastwardly by line of Lot Number one hundred and ninety-five (195), one hundred and fifty (150) feet to a post on Wood Street; thence Southwardly by Wood Street twenty-five (25) feet to a post; and thence Westwardly by middle of Lot Number one hundred and ninety-six (196), one hundred and fifty (150) feet to the place of beginning, being one half of Lot Number one hundred and ninety-six (196) as numbered on the general plan of Coalport.

SAVE AND EXCEPTING the coal and mineral right as reserved in the before mentioned James Haines deed.

BEING one half of the lot conveyed by Joseph Fister and Sue E. Fister, his wife, to Cambria Smokeless Coal Company by deed dated May 3, 1917 and recorded in Clearfield County in Deed Book 218, page 51.

11. ALL that certain piece, parcel or lot of ground situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on line of Lot Number Eighteen (18); thence Eastwardly by line of Lot Number Eighteen (18), seventy (70) feet to a post on Lumber Alley; thence Southwardly by said Alley fifty (50) feet to a post on Deer Alley; thence Westwardly by Deer Alley seventy (70) feet; thence Northward fifty (50) feet along remainder of this lot to place of beginning, being known as rear one-half of Lot Number Nineteen (19) as marked and numbered on the general plan of Coalport.

EXCEPTING AND RESERVING the coal and mineral right as fully as the same are reserved in prior conveyances.

BEING approximately 70 feet by 50 feet of premises conveyed by Emily Newton and William Newton, her husband, to Cambria Smokeless Coal Company by deed dated January 30, 1917 and recorded in Clearfield County in Deed Book 217, page 203.

12. ALL those certain lots of ground in and adjoining the Borough of Coalport, County of Clearfield and State of Pennsylvania, more particularly bounded and described as follows, to wit:

FIRST: Lot 28 bounded on the East by Lumber Alley, on the South by Hickory Street, on the West and Southwest by Railroad Street, and on the North by Lot 27.

SECOND: Lots 2 and 290 together bounded as follows: On the East by Lumber Alley, on the South by Laurel Street, on the Southwest by Railroad Street and on the North by Hickory Street.

THIRD: Lots 125 and 126 together bounded as follows: On the East by Forest Street, on the South by Laurel Street, on the West by Lot 124 and on the North by Hickory Street.

FOURTH: Lots 127, 288 and 289 together bounded as follows: On the East by Forest Street, on the South by Filbert Street, on the Southwest by Railroad Street and on the North by Laurel Street.

FIFTH: Lots 207, 214, 215, 219, 220, 221, 222, 223 and 224.

Lot No. 207: BEGINNING at the Southeast corner of Pine Street and Forest Street; thence along Forest Street South 7 degrees 50 minutes East 50 feet to line of Lot No. 208; thence along line of Lot No. 208 North 82 degrees 10 minutes East 150 feet to Wood Street; thence along Wood Street North 7 degrees 50 minutes West 50 feet to Pine Street; thence along Pine Street South 82 degrees 10 minutes West 150 feet to place of beginning.

Lots Nos. 214 and 215: BEGINNING at the Northeast Corner of Forest Street and Beaver Alley; thence along Beaver Alley North 82 degrees 10 minutes East 150 feet to Wood Street; thence along Wood Street North 7 degrees 50 minutes West 100 feet to line of Lot No. 213; thence along line of said lot South 82 degrees 10 minutes West 150 feet to Forest Street; thence along Forest Street South 7 degrees 50 minutes East 100 feet to place of beginning.

Lots Nos. 219, 220 and 221: BEGINNING at the Southeast corner of Forest Street and Hickory Street; thence along Forest Street South 7 degrees 50 minutes East 150 feet to Laurel Street; thence along Laurel Street North 82 degrees 10 minutes East 150 feet to Wood Street; thence along Wood Street North 7 degrees 50 minutes West 150 feet to Hickory Street; thence along Hickory Street South 82 degrees 10 minutes West 150 feet to place of beginning.

Lots Nos. 222, 223 and 224: BEGINNING at the Southeast corner of Laurel Street and Forest Street; thence along Forest Street South 7 degrees 50 minutes East 150 feet to Filbert Street; thence along Filbert Street North 82 degrees 10 minutes East 150 feet to Wood Street; thence along Wood Street North 7 degrees 50 minutes West 150 feet to Laurel Street; thence along Laurel Street South 82 degrees 10 minutes West 150 feet to the place of beginning.

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SIXTH: All that certain strip of ground lying in or contiguous to the Borough of Coalport, bounded and described as follows: BEGINNING at the Northeast corner of Wood and Chestnut Streets; thence by the extension of the North line of Chestnut Street Eastward forty-six (46) feet, more or less, to land of grantee, formerly Witmer Land and Coal Company; thence by last named land and by land now or formerly owned by Witmer Land and Coal Company, Southward one thousand four hundred and forty-two (1442) feet, more or less; thence by line which is the extension of the North line of Filbert Street Westward thirty-nine (39) feet, more or less, and thence along the Eastern line of Wood Street Northward one thousand four hundred and forty-two (1442) feet, more or less, to the place of beginning.

SEVENTH: Tract A: BEGINNING at the northeast corner of Wood Street and Hill Street; thence along the northerly extension of Wood Street North $7^{\circ} 50'$ West 172 feet; thence South $80^{\circ} 54'$ East 80 feet; thence along line now or formerly of Martha M. Davis South $6^{\circ} 36'$ East 35 feet to line of Wood Street; thence along line of Wood Street South $24^{\circ} 50'$ West 142 feet to the place of beginning.

Tract B: BEGINNING at the southeast corner of the intersection of Hill Street and Wood Street; thence along line of Wood Street South $7^{\circ} 50'$ East 48 feet to line of lot upon which House #77 is erected; thence along line of said lot North $82^{\circ} 10'$ East 70 feet to line of land of R. C. Lord; thence along line of R. C. Lord and Martha M. Davis North $6^{\circ} 36'$ West 165 feet to line of Wood Street; thence along line of Wood Street South $24^{\circ} 50'$ West 135 feet to the place of beginning.

Tract C: BEGINNING at a point on Wood Street, said point dividing the lots upon which Houses #77 and #76 are erected; thence along line of Wood Street South $7^{\circ} 50'$ East 40 feet, more or less, to line of unnamed street; thence along line of said street North $82^{\circ} 10'$ East 70 feet to line of R. C. Lord; thence along line of R. C. Lord North $6^{\circ} 36'$ West 40 feet, more or less, to line of lot upon which House #77 is erected; thence along line of said lot South $82^{\circ} 10'$ West 70 feet to the place of beginning. Being the lot upon which House #76 is or was located.

Tract D: BEGINNING at a point on Wood Street, dividing the lots upon which Houses #75 and #74 are or were located; thence along Wood Street South $7^{\circ} 50'$ East 40 feet to line of lot upon which House #73 was erected; thence along line of said lot North $82^{\circ} 10'$ East 70 feet; thence along line formerly of Joseph Fister North $6^{\circ} 36'$ West 40 feet to line of lot upon which House #75 is or was located; thence along line of said lot South $82^{\circ} 10'$ West 70 feet to the place of beginning.

EIGHTH: Also all the right, title, interest and claim of the grantors of, in and to any other lots or land on the upper or Eastern side of the Bellwood Railroad in the Borough of Coalport or lying contiguous to the Borough of Coalport on the Eastern side of said Borough, excepting and reserving herefrom the rear portion of Lot No. 18, heretofore sold to Evan E. Matko and Anna Matko and the Office Building of Cambria Smokeless Coal Company together with the adjacent land heretofore sold to Chester A. Dougherty and Edna J. Dougherty by Article of Agreement dated October 28, 1971.

BEING the same premises which Joseph Pickering and Mary Pickering, et al, conveyed to Imperial Coal Corporation by deed dated August 30, 1921 and recorded in Clearfield County in Deed Book 254, page 227.

13a. ALL the following described lots or parcels of land, situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, to wit:

BEGINNING at the corner of Wood and Spruce Streets; thence fifty feet (50') to land of Witmer Land and Coal Company; thence one hundred fifty feet (150') along line of Witmer Land & Coal Company to Bear Alley; thence forty-eight feet (48') along Bear Alley to Wood Street; and thence one hundred fifty feet (150') along Wood Street to place of beginning.

BEING the same premises which Joseph Neibauer, et ux by their deed dated May 3, 1917, and recorded in Deed Book 218, page 53 conveyed to Cambria Smokeless Coal Company as "Second Lot".

b. ALL those six (6) certain lots, Numbers 5, 6, 7, 8, 9 and 10 in the James Haines plot of lots in the Borough of Coalport:

Under and subject, however, to the reservations and exceptions contained in the Deed immediately hereinafter recited that apply to the above described parcel No. 3 and No. 4.

BEING the same premises conveyed by Theodore M. Kurtz, et ux, to Cambria Smokeless Coal Company, by deed dated October 6, 1914, recorded in the Recorder's Office of said County in Deed Book Vol. 204, page 507; et seq.

Reference is made to the above recited Deeds and conveyances for the full and detailed description of the several parcels of coal and the several parcels of land and the several lots of ground hereby conveyed.

On the 27th day of August, 1919, the Cambria Smokeless Coal Company, the vendee named in said conveyances, was duly and legally merged (with other constituent corporations) under the laws of

VOL 593 PAGE 212

Pennsylvania into the Imperial Coal Corporation, party of the first part; and by virtue of the laws governing the same, the title to all the properties, rights and credits of said Cambria Smokeless Coal Company, one of the constituent corporation parties in said merger, became vested in said Imperial Coal Corporation.

The second Cambria Smokeless Coal Company was incorporated October 25, 1922, under the laws of Pennsylvania, with like name and title of the vendee in the above recited conveyances.

BEING the same premises which Imperial Coal Corporation conveyed to Cambria Smokeless Coal Company by deed dated January 1, 1923 and recorded in Clearfield County in Deed Book 402, page 191.

14. ALL that certain piece of land situate in the Borough of Coalport, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post (original Hickory Tree, gone) marking the point where lands of Cambria Smokeless Coal Company, W. C. Green and Wall and Mays Tracts and land of Srock join; thence south 5 degrees 2 minutes east 412.5 feet to a post; thence north 82 degrees west along land of said Cambria Smokeless Coal Company 328.4 feet to a post; thence north 5 degrees 2 minutes west 412.5 feet along line of land of Cambria Smokeless Coal Company to tract of land, formerly of J. D. Spangle, now or formerly W. C. Green, and others; thence south 79 degrees 30 minutes west along said tract line 328.4 feet to Hickory Corner, and the place of beginning. Containing three acres more or less.

Under and subject to any exceptions, reservations, conditions and restrictions contained in the deeds in the chain of title.

BEING the same premises which W. C. Green and Mary Green, his wife, by their deed dated April 7, 1948, and recorded as aforesaid on August 6, 1948 in Deed Book Vol. 392, page 173 conveyed to the Imperial Coal Corporation. And being the same premises which Imperial Coal Corporation conveyed to Cambria Smokeless Coal Company by deed dated April 8, 1948 and recorded in Clearfield County in Deed Book page .

All the right, title and interest of the Grantor in and to the coal in the Benn and Shaw Tracts of 62.9 acres and 41.9 acres, the same underlying the six parcels set forth in Item A3 herein.

The premises conveyed herein being the same premises which vested in Cambria Smokeless Coal Company or Imperial Coal Corporation by the various deeds recited following each tract and Imperial Coal Corporation and

Cambria Smokeless Coal Company, both Pennsylvania Corporations, merged December 31, 1969, by Articles of Merger approved December 31, 1969, with the surviving corporation being Imperial Coal Corporation.

Thereafter Imperial Coal Corporation and Alsub Corporation and Barnes and Tucker Company, all Pennsylvania Corporations, merged July 12, 1970, by Articles of Merger approved and filed in the Department of State July 30, 1970, with the surviving corporation being Barnes and Tucker Company, a certified copy of the Articles of Merger and Certificate of Merger being recorded in the office of the Recorder of Deeds in and for Clearfield County, Pennsylvania and the real estate of all hereinabove recited corporations having by virtue of the mergers vested in Barnes and Tucker Company.

TOGETHER with all and singular the ways, waters, water-courses, rights, liberties, privileges, the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title interest, property, claim and demand whatsoever, of BARNES & TUCKER COMPANY in law, equity, or otherwise howsoever, of, in and to the same and every part thereof,

TO HAVE AND TO HOLD the said tract of land, subject to the exceptions and reservations aforesaid hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances, unto the said DEXTER - CARPENTER COAL SALES CORPORATION, its successors and assigns, to and for the only proper use and behoof of the said DEXTER - CARPENTER COAL SALES CORPORATION, its successors and assigns forever.

AND the Grantor hereby specifically grants the quit-claims and herein described property without warranty of title.

IN WITNESS WHEREOF, the said BARNES & TUCKER COMPANY has caused this Indenture to be signed in its corporate name by its *Vice President*, and has caused to be affixed hereunto the common and corporate seal of the said corporation, attested by its Secretary, the day and year first above written.

BARNES & TUCKER COMPANY
By

ATTEST:

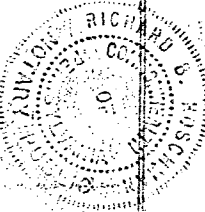
Secretary

J. J. Gorman
Vice President

STATE OF PENNSYLVANIA :
COUNTY OF MONTGOMERY : SS.

On this, the 4th day of April, 1972, before me, a Notary Public in and for said State and County, the undersigned officer, personally appeared A. DI GIOVANNI who acknowledged himself to be the VICE PRESIDENT of Barnes & Tucker Company a corporation, and that he as such VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as VICE PRESIDENT.

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



[Signature]
RICHARD B. ROBINSON, Notary Public
Haverford, Lower Merion Township
Montgomery County, Pennsylvania
My Commission Expires April 23, 1975

Entered of Record Apr 24 1972, 2:16 Carol A. Burns Recorder

[V.G. 607 PAGE 232

Deed

Made the

day of

19 72

Between JOHN B. HELMAN, single, of the Borough of Coalport, Clearfield
County, Pennsylvania,

(hereinafter called "Grantor")

And DEXTER-CARPENTER COAL SALES CORPORATION of New Rochelle, New York,

(hereinafter called "Grantee")

Witnesseth, That in consideration of Four Thousand (\$4,000.00) - - - - -

- - - - - Dollars,

in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey to
Grantee

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

BEGINNING at a point S. 3° 19' W., a distance of 160' from a Common corner of Amasa Smith, William Lord, Abraham Nevling and Cambria Smokeless Coal Company. Thence by lands of Abraham Nevling S. 3° 19' W., a distance of 550' to a point. Thence through lands of which this is a part the following four courses and distances. N. 51° 40' W., a distance of 1740'; S. 80° 20' W., a distance of 560'; S. 48° 35' W., a distance of 407'; N. 87° 05' W., a distance of 640', to a point on line of lands now or formerly of Clara Lightner. Thence by said lands of Clara Lightner N. 2° 55' E., a distance of 450'. Thence through lands of which this is a part the four following courses and distances. S. 87° 05' E., a distance of 457'; N. 48° 35' E., a distance of 352'; N. 80° 20' E. a distance of 888'. S. 51° 40' E., a distance of 1625' to a point on line of lands of Abraham Nevling, the place of beginning containing 34 acres more or less. This being a strip of land from the D.M. Caldwell Tract 450' wide extending from lands of Abraham Nevling on the East to lands now or late of Clara Lightner on the West.

BEING the same premises which Cambria Smokeless Coal Company conveyed to John B. Helman by deed dated the 15th day of August, 1958, and recorded in Clearfield County in Deed Book 478 at Page 200. And also being the same premises in which John B. Helman assigned a



EXHIBIT

tabbies

"J"

one-half interest to William G. Byers by Assignment Agreement dated March 12, 1959, and recorded in Clearfield County in Miscellaneous Docket 117 at Page 151. The said William G. Byers died in testate on August 22, 1970. By Reassignment Agreement dated June 30, 1972, and intended to be recorded, Joseph H. Byers and William P. Byers, Administrators of the Estate of William G. Byers, deceased, together with the heirs and their spouses of William G. Byers, deceased, reassigned the rights under the agreement dated December 16, 1957, to John B. Helman, Grantor herein.

Grantor covenant that it will warrant* SPECIALLY the property hereby conveyed.

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

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

Sealed and Delivered in the
Presence of
D. Jean Knepp

John B. Helman
John B. Helman

Commonwealth of Pennsylvania
County of Clearfield } ss.

On this, the 11 day of July, 1972,
before me Recorder the undersigned officer, personally appeared

JOHN B. HELMAN, single, 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 hereunto set my hand and official seal.



Cecil A. Burns
RECORDER OF DEEDS
(Title of Officer.)

My Commission Expires
First Monday in January 1976

NOTE—Insertion of word "Generally" effects a General Warranty Deed.
Insertion of word "Specially" effects a Special Warranty Deed.
Act of Assembly, Pennsylvania, April 1, 1909, Section 4 and 5.

Certificate of Residence.

The undersigned hereby certifies that precise residence and complete post office address of the within

Grantee is:

71 North Avenue
New Rochelle, N.Y. 10801

J. E. Newling
Atty for Grantee

Entered of Record Sept 22 1972 2:36 Cecil A. Burn Recorder

State tax. \$40.00

Recorded _____ Number _____

DEED

Vol. _____ Page _____

From _____

JOHN B. HELMAN, single

To _____

DEXTER-CARPENTER COAL SALES
CORPORATION

Fees, \$ _____
CLEARFIELD CO. PA.
ENTERED OF RECORD
Time 2:36
By James H. Newling
Fees \$6.00
Cecil A. Burn, Recorder

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

Commonwealth of Pennsylvania } ss.
County of _____

Recorded on this _____ day of _____
A. D. 19 _____, in the Recorder's Office of the said County, in Deed Book,
Vol. _____, page _____
Given under my hand and seal of the said office.

Recorder.

[v. 612 PAGE 274

This Deed,

Made the 17th day of ~~August~~ NOVEMBER in the year Nineteen
Hundred and seventy-two

Between GEORGE A. MILLER and BARBARA J. MILLER, his wife, of 1266
Henrietta, Birmingham, Michigan, Parties of the First Part, herein-
after referred to as "GRANTORS"

A

N

D

DEXTER CARPENTER COAL SALES CORPORATION, INC., a corporation having
its office and principal place of business in New York, New York,
Party of the Second Part, hereinafter referred to as "GRANTEE."

Witnesseth, that in consideration of One Dollar (\$1.00) and land being given
in exchange
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do ~~Below,~~

hereby grant and convey to the said grantee

All that certain lot or piece of ground situate in the Township of
Beccaria, County of Clearfield and State of Pennsylvania, bounded
and described as follows:



BEGINNING at a post on old tract line
between Herdman and Heverley; thence by said
tract line East sixteen (16) rods to post;
thence by land of Charles Heverley Estate
South twenty-four (24) degrees West ten (10)
rods to a post; thence by lands of the Charles
Heverley Estate West sixteen (16) rods to a
post; thence by lands of the said Charles
Heverley Estate North twenty-four (24) degrees
East ten (10) rods to a post on the said first
mentioned line and the place of beginning.
Containing one acre neat measure.

EXCEPTING AND RESERVING the coal and
mining privileges as reserved in prior deeds
in this chain of title.

AND BEING the same premises conveyed to
George A. Miller, one of the Grantors herein, by

EXHIBIT

"K"

tabbies

Deed dated the 30th day of December, 1970, and recorded in Recorder of Deeds' Book 535 at page 207.

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.

NOTICE

THE UNDERSIGNED GRANTEE OR GRANTEES IN THE FOREGOING DEED HEREBY ACKNOWLEDGE THAT HE OR THEY KNOW THAT HE OR THEY MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE OF THE PROPERTY CONVEYED IN THE FOREGOING DEED RESULTING FROM COAL MINING OPERATIONS, AND FURTHER ACKNOWLEDGE THAT THEY KNOW THAT THE PROPERTY CONVEYED MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTERESTS IN THE COAL.

DEXTER-CARPENTER COAL SALES CORP.

By

Frank K. Ettari

Frank K. Ettari, President

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

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

Sealed and delivered in the presence of
Russel C. Wells
George A. Miller ES
Barbara J. Miller ES
Barbara J. Miller ES
Barbara J. Miller ES

State of MICHIGAN
 County of OAKLAND

On this, the 12 day of NOVEMBER, 19 72, before me
Russel C. Wells, the undersigned officer,
 personally appeared George A. Miller and Barbara J. Miller
 known to me (or satisfactorily proven) to be the persons whose names are
 subscribed to the within instrument, and acknowledged that they
 he executed the same for the purposes therein contained.

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

Russel C. Wells
 NOTARY PUBLIC, OAKLAND
 COUNTY, Title of Office, NOTARY PUBLIC
 MY COMMISSION EXPIRES APRIL 6, 1974

AFFIDAVIT NO. 1425

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

New York, New York
BELIN & BELIN

By Carl A. Belin, Jr.
 Carl A. Belin, Jr.

Entered of Record Nov 17 1972 3:40 Cecil A. Burns Recorder

Deed

Vol. 630 PAGE 297

Made the SEVENTH

day of APRIL

19 73

Between MARY M. GREEN, Widow, of Coalport, Clearfield County, Pennsylvania,
JR.

WILLIAM C. GREEN and JANE R.

GREEN, his wife, of UNION CITY,

Pennsylvania, and VELMA L. SMITH and LUTHER J. SMITH, her husband of

Columbus, Georgia and VELMA L. SMITH, Executrix of the Estate of Emma Jean
Green, late of Coalport, Pennsylvania,

(hereinafter called "Grantor")

AND DEXTER-CARPENTER COAL SALES CORPORATION of New Rochelle, New York,
a New York corporation,

(hereinafter called "Grantee")

Witnesseth, That in consideration of Eleven Thousand (\$11,000.00) - - - - -
- - - - - Dollars,in hand paid, the receipt whereof is hereby acknowledged, Grantors do hereby grant and convey to
GranteesAll those two certain pieces, parcels or tracts of land situate in
Beccaria Township, Clearfield County, Pennsylvania, bounded and described
as follows:The First Thereof:BEGINNING at a maple corner of Henry Heverly, Sr.,
thence by land of L. Shrieker, North $2\frac{3}{4}^{\circ}$ East
233.4 perches to a post in the line of Jesse Williams
Est.; thence by lands of Williams Estate and others
South $86\frac{1}{2}^{\circ}$ East 102 perches; thence by residue of
tract South $3\frac{1}{2}^{\circ}$ West 233 perches to post on line of
Henry Heverly Sr. farm; thence by same North $86\frac{1}{2}^{\circ}$
West 102 perches to the place of beginning. Containing
149 acres and 28 perches of land net measure and being
part of the George Musser survey.EXCEPTING AND RESERVING, however, a tract of land
conveyed by Barbara C. Heverly to Charles M. Heverly
by deed dated December 7, 1906, recorded in Deed Book
163 at Page 37 which is more particularly bounded and
described as follows:BEGINNING at a post on tract line adjoining Austin
Williams, thence by the Musser and Foust line South 4°
 $45'$ West 83 rods to a post; thence by the residue of
said tract South $85^{\circ} 15'$ East 103.6 rods to a post on
C. W. Heverly line; thence by said C. W. Heverly line
North $40^{\circ} 45'$ East 83 rods to a post on tract line at
Jester Herdman's; thence by said tract line and Herdman
North $85^{\circ} 15'$ West 103.6 rods to post and place of beginning.
Containing 53 acres and 118 perches net measure.

EXHIBIT

"L"

tabbies

EXCEPTING AND RESERVING FURTHER, such coal and mining rights as may have been reserved in prior deeds in the chain of title and to the extent of such reservations only.

The Second Thereof:

ALL the right, title and interest of the Grantor (believed to be an undivided one-half interest) in and to the following described tract of land:

BEGINNING at the post corner on the South side of State Highway leading from Utahville to Coalport and on the line between the Schricker tract and the W. P. Heverly tract, said corner being the northwest corner of the premises herein conveyed; thence South $40^{\circ} 45'$ West along Schricker tract 200 feet, more or less, to post corner; thence South $85^{\circ} 15'$ East along residue of the W. P. Heverly tract 1,709 feet to post corner on line of C. W. Heverly tract; thence North $40^{\circ} 45'$ East along C.W. Heverly tract 600 feet, more or less, to post corner on South side of said State Highway; thence in a Westerly direction following the South side of State Highway its several courses and distances 1,875 feet more or less to place of beginning. Containing 24.5 acres be the same more or less.

BEING a part of the same premises which the County Commissioners of Clearfield County by their deed dated June 7, 1943, recorded in Clearfield, Pennsylvania in Deed Book 346 at Page 421 granted and conveyed to W. C. Green and William Snow, Jr.; and being part of the same premises which William Snow, Jr. by his deed dated August 25, 1943, recorded in Clearfield, Pennsylvania in Deed Book 354 at page 247 granted and conveyed to W. C. Green and Mary M. Green, his wife; an undivided one-half interest in the first thereof having descended to Mary M. Green by survivorship on the death of her husband, W. C. Green, on August 31, 1949, and the other undivided one-half interest in the first thereof having passed under the intestate laws to Mary M. Green, W. C. Green, Jr., Velma Green and Emma Jean Green, as heirs at law of W. C. Green; title to the second thereof having descended in the same manner. The said tracts also being the subject of a deed from John Snow and Rose Heverly Snow to William C. Green and Mary M. Green recorded in Deed Book 354 at Page 246 which proposed to convey whatever interest the Grantors had as heirs of Charles M. Heverly.

THE said Velma Green has since intermarried with Luther L. Smith, Emma Jean Green died on November 28, 1972, and Velma L. Smith was appointed Executrix of her estate by the Register of Wills of Clearfield County on December 6, 1972. The only warranty applicable to the conveyance by the Executrix is a Fiduciary Warranty.

THE Grantors herein only convey whatever right, title and interest they may have and are capable of conveying.

EXCEPTING AND RESERVING any and all exceptions and reservations as may appear in prior deeds in the chain of title to both tracts herein.

Grantors covenant that ^{they} ~~it~~ will warrant* SPECIALLY the property hereby conveyed.

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

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

Sealed and Delivered in the Presence of

Helen C. Shank

May M. Green
 Mary M. Green (SEAL)
William C. Green, Jr.
 William C. Green, Jr. (SEAL)
Jane R. Green
 Jane R. Green (SEAL)
Velma L. Smith
 Velma L. Smith (SEAL)
Luther J. Smith II
 Luther J. Smith II (SEAL)
Velma L. Smith
 Velma L. Smith, Executrix (SEAL)
 of the Estate of Emma Jean Green

Commonwealth of Pennsylvania
 County of Clearfield ss.

On this, the Seventh day of April, 19 73,
 before me Helen C. Shank, NP the undersigned officer, personally appeared

^{JR.}
 JANE R. GREEN and WILLIAM C. GREEN, her husband known to me
 (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Helen C. Shank

NOTARY PUBLIC

(Title of Officer.)

My commission expires
 JANUARY 7, 1975

NOTE—Insertion of word "Generally" effects a General Warranty Deed.
 Insertion of word "Specially" effects a Special Warranty Deed.
 Act of Assembly, Pennsylvania, April 1, 1909, Section 4 and 5.

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

On this, the 7th day of April, 1973,
before me Helen C. Shank, NP the undersigned officer, personally
appeared MARY M. GREEN, Widow, known to me (or saitsfactorily proven)
to be the person whose name is subscribed to the within instrument
and acknowledged that she executed the same for the purposes therein
contained.

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

Helen C. Shank NP

NOTARY PUBLIC

(Title of Officer)

My Commission expires
JANUARY 7, 1975

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

On this, the 7th day of April, 1973,
before me Helen C. Shank NP the undersigned officer, personally
appeared VELMA L. SMITH and LUTHER J. SMITH, her husband, and
VELMA L. SMITH, Executrix of the Estate of Emma Jean Green, 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.

Helen C. Shank NP

NOTARY PUBLIC

(Title of Officer)

My Commission expires
JANUARY 7, 1975

Certificate of Residence.

The undersigned hereby certifies that precise residence and complete post office address of the within
 Grantee is: Dexter-Carpenter Coal Sales Corp., 71 North Avenue,
 New Rochelle, New York 10801

J. K. Norton
 Attorney for Grantees

Entered of Record *Apr 18 1973 3:15 Cecil A. Burns*

CLEARFIELD CO. SS
 ENTERED OF RECORD
 Time *3:15*
 By *James H. Newling*
 Fees *\$6.00*
 Cecil A. Burns, Recorder

State Tax \$110.00

Recorded _____ Number _____

Deed

Vol. _____ Page _____

From _____
 JR
 MARY M. GREEN, WILLIAM C. GREEN
 and JANE R. GREEN, his wife,
 and VELMA L. SMITH and LUTHER
 J. SMITH, her husband, and
 VELMA L. SMITH, Executrix of
 Emma Jean Green's Estate
 DEXTER-CARPENTER COAL SALES
 CORPORATION

Fees, \$ _____

Commonwealth of Pennsylvania
 County of _____

SS.

Recorded on this _____ day of
 A. D. 19 _____, in the Recorder's Office of the said County, in Deed Book,
 Vol. _____, page _____
 Given under my hand and seal of the said office.

Recorder.

For Sale by F. O. Nely Co., Law, Print, Publishers
 625 Fourth Avenue, Pittsburgh, Pa. 15219

Deed

Made the Second day of AUGUST 1973

Between MARY M. GREEN, Widow, of the Borough of Coalport, Clearfield County, Pennsylvania,

(hereinafter called "Grantor")

And DEXTER-CARPENTER COAL SALES CORPORATION with its principal office in the City of New Rochelle, New York,

(hereinafter called "Grantee")

Witnesseth, That in consideration of Two Thousand (\$2,000.00) - - - - - Dollars,

in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey to Grantee

All that certain piece or parcel of land situate in the Borough of Coalport, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

THE place of beginning being taken from a measurement where a Stone is planted in Forest Street; thence South from said Stone, seventy-nine (79) degrees thirty (30) minutes East, three hundred seventy and five-tenths (370.5) feet to the point of beginning at center of Alley; thence from place of beginning South seventy-nine (79) degrees thirty (30) minutes East, eleven hundred forty-nine and five tenths (1149.5) feet to a post known as Hickory corner (now gone); thence North four (4) degrees twenty-five minutes (25) West, eight hundred thirty-eight (838) feet to a post; thence North eighty-eight (88) degrees west, three hundred forty (340) feet to a post; thence north eighty-nine degrees (89) thirty (30) minutes west, five hundred and forty (540) feet to a post on alley center; thence South twenty-five (35) degrees forty-five (45) minutes East, seven hundred twenty (720) along center line of Alley to place of beginning; containing seventeen and thirty-six, one hundredth acres (17.36) more or less.

EXCEPTING AND RESERVING such exceptions and reservations as may appear in the chain of title.

BEING the second described parcel in the deed from Samuel H. Spangle et ux to W. C. Green and Mary M. Green, his wife as tenants by entireties dated December 29, 1947, and recorded in Deed Book 388 at Page 386. The said W. C. Green died on August 31, 1949, vesting the premises in the Grantor herein.



EXHIBIT

"M"

Grantor covenants that it will warrant* SPECIALLY the property hereby conveyed.

NOTICE—THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1937, P. L. 984, as amended.]

In Witness Whereof, said Grantor has hereunto set her hand and seal the day and year first above written.

Sealed and Delivered in the Presence of

Helen C. Shank

Mary M. Green
Mary M. Green



Commonwealth of Pennsylvania } ss.
County of Clearfield

On this, the Second day of August, 1973, before me Helen C. Shank, a Notary Public the undersigned officer, personally appeared

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

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

Helen C. Shank

NOTARY PUBLIC

(Title of Officer.)

My commission expires January 7, 1975

NOTE—Insertion of word "Generally" effects a General Warranty Deed. Insertion of word "Specially" effects a Special Warranty Deed. Act of Assembly, Pennsylvania, April 1, 1909, Section 4 and 5.

656 292

Certificate of Residence.

The undersigned hereby certifies that precise residence and complete post office address of the within

Grantee is: 71 North Avenue, New Rochelle, N. Y. 10801

J. S. Newling Atty
for Grantee.

Entered of Record Aug 30 1973, 146 Cecil A. Burns Recorder

State tax \$20.00

Recorded Number

Deeds

Vol. Page

From

MARY M. GREEN, Widow

To

DEXTER-CARPENTER COAL SALES
CORPORATION

Fee, \$

CLEARFIELD CO. SS
ENTERED OF RECORD
8-30-73

Time 1:46

By James A. Newling

Fees \$6.00

Cecil A. Burns, Recorder

For Sale by P. O. Naly Co., Law, Blank Publishers
485 Fourth Avenue, Pittsburgh, Pa. 15210

Commonwealth of Pennsylvania

County of } ss.

Recorded on this day of

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

Vol. , page

Given under my hand and seal of the said office.

Recorder.

N. 668 130

QUIT-CLAIM DEED

THIS DEED, made the 5th Day of December, in the year of our Lord, One Thousand Nine Hundred Seventy-three, between ELIZABETH C. DAVIS, formerly ROSSELL, and PUTNAM DAVIS, her husband, of Staatsburg, Town of Clinton, Dutchess County, State of New York, parties of the first part, hereinafter called Grantors,

A N D

DEXTER-CARPENTER COAL SALES CORPORATION, a corporation, of New Rochelle, New York, party of the second part, hereinafter called Grantee.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, to them well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part, and to its successors and assigns forever, ALL the undivided interest of the Grantors (believed to be an undivided one-quarter interest) in and to three tracts of land situate in Beccaria Township, Clearfield County, Pennsylvania, described as follows:

THE FIRST THEREOF: Consisting of an office, tipple, sand house, fan house and blacksmith shop at the Heverly Mine. Designated as No. 101-117-16A on the Clearfield County Tax Assessment map for Beccaria Township, and assessed in the name of Elizabeth C. Rossell.

THE SECOND THEREOF: All the remaining "D" vein coal in two tracts of land known as the John Dillon tracts (assessed in the name of Elizabeth C. Rossell as 19.5 acres) more particularly bounded and described as follows:



EXHIBIT

tabbies

"N"

The First Thereof: Beginning at a corner; thence by land of George Herdman, R. Herdman and J.H. Wells, North 4° 15' East 3117.3 feet to a post corner; thence by land of South 85° 54' East 1919.6 feet to a post corner; thence by land of D.W. Dillon and B.E. Oshell South 4° 15' West 3122.2 feet to a post corner; thence by other land of John Dillon North 85° 45' West 1919.6 feet to a post and place of beginning; and containing 137.65 acres.

The Second Thereof: Beginning at a post corner; thence by land above described South 85° 45' East 1909 feet to a post corner; thence by the land of D.W. Dillon and Jesse Dillon South 4° 15' West 1704 feet to a hemlock corner; thence by land of Jesse Dillon and A. Troxell North 85° 45' West 1909 feet to a post corner; thence by land of Hagerty North 4° 15' East 1704 feet to a post corner and place of beginning; containing 73.9 acres.

THE THIRD THEREOF: All the Cammos vein coal and mining rights in the tract known as the Jesse Williams tract, more particularly bounded and described as follows (and being assessed in the name of Elizabeth C. Rossell as 5.9 acres):

BEGINNING at a maple corner of land of John Dillon; thence west by land of John Weld; one hundred twenty-seven (127) perches to J. Weld's post corner; thence south one hundred fifty-two (152) perches to black oak; thence east one hundred twenty-seven (127) perches to a white oak on J. Dillon's line; thence north one hundred fifty-two (152) perches to place of beginning. Containing one hundred thirteen (113) acres and one hundred thirty-one (131) perches and allowance. It being part of a larger tract of land surveyed under warrant to Jacob Foust.

This deed is made under and subject to all prior reservations in the chain of title and is made without warranty.

TOGETHER will all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof; AND also, all the estate, right, title, interest, property, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the above-described premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever.

17. 668 PAGE 192

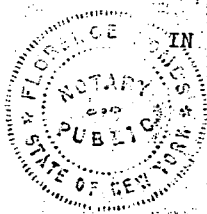
IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals this 3rd day of January ⁴ ~~December~~, 1973.

Elizabeth C. Davis (SEAL)
Elizabeth C. Davis

Putnam Davis (SEAL)
Putnam Davis

STATE OF NEW YORK :
COUNTY OF New York : SS:

On this, the 3rd day of January ⁴ ~~December~~, 1973, before me, Florence Combs, the undersigned officer, personally appeared Elizabeth C. Davis & Putnam Davis known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledge that they have extected the same for the purposes therein contained.



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

Florence Combs

FLORENCE COMBS
Notary Public, State of New York
No. 41-5772020 Queens County
Certificate Filed in New York Court
Term Expires March 30, 1974

AFFIDAVIT NO. 2469

Entered of Record Jan 15 1974, 2:37 Cecil A. Burns Recorder

LA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LYNCROFT ASSOCIATES,
Plaintiff

NO. 08-185-CD

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

ORDER

AND NOW this 11 day of Feb., 2008, after consideration of Plaintiff's Motion for Leave to Serve Complaint by Publication, it is hereby ORDERED AND DECREED that the Plaintiff shall be permitted to serve the Complaint in the above-captioned matter upon the above-named Defendants, with the exception of Dexter-Carpenter Coal Sales Corp. and the County Commissioners of Clearfield County, by publishing once in the newspaper of general circulation of Clearfield County, The Progress, an advertisement of the filing of the Complaint naming the above Defendants and that such publication shall be service upon the said

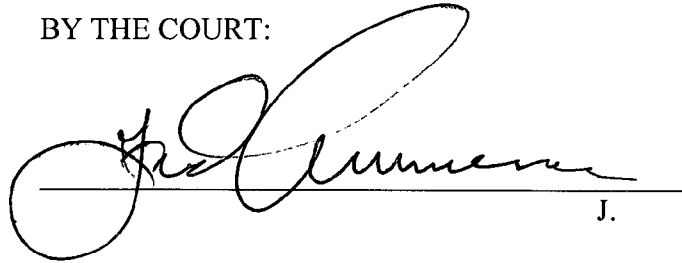
FILED
01/30/08
FEB 11 2008

2cc
Duty Mark
EK

William A. Shaw
Prothonotary/Clerk of Courts

Defendants. The Plaintiff shall thereafter file a Return of Service with the Prothonotary evidencing the publication.

BY THE COURT:

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read "H. L. Lumsden".

J.

COURT OF COMMON PLEASE OF CLEARFILED COUNTY, PENNSYLVANIA
CIVIL ACTION

LYNCROFT ASSOCIATES,
Plaintiff

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

NO. 08-185-CD

FILED ^{icc}
m/12:45/2011 Atty Kirk
FEB 08 2008
(6K)
William A. Shaw
Prothonotary/Clerk of Courts

MOTION FOR LEAVE TO SERVE COMPLAINT BY PUBLICATION

NOW COMES the Plaintiff, Lyncroft Associates, by and through its attorneys, Babst, Calland, Clements and Zomnir, P.C., and upon the basis of the Affidavit attached to this Motion and in conformity with the Pennsylvania Rules of Civil Procedure, moves for leave to serve the Complaint filed in this action by publication to the Defendants with the exception of Dexter-

Carpenter Coal Sales Corporation and the County Commissioners of Clearfield County upon
which service will be made by the Plaintiff.

Respectfully submitted,

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC

By: 

Alan F. Kirk, Esquire
Attorney for Plaintiff
ID No. 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867-8055

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LYNCROFT ASSOCIATES,
Plaintiff

NO. 08-185-CD

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

AFFIDAVIT THAT THE DEFENDANTS ARE DECEASED
OR THEIR WHEREABOUTS UNKNOWN

COMMONWEALTH OF PENNSYLVANIA

ss:

COUNTY OF CENTRE:

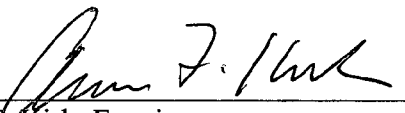
The, Alan F. Kirk, Esquire, being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of Lyncroft Associates, the Plaintiff in the above-captioned matter, and being authorized to do so, declares that the following regarding the Defendants is true and correct:

1. The Deponent has made a good faith effort to locate the whereabouts of Walter C. Ricketts and Mabel C. Ricketts, husband and wife; Harry Sweeney and Beatrice E. Sweeney, husband and wife; Charles W. Davis and Eleanor Davis, husband and wife; Harry D. Adam; William H. Carpenter and Elizabeth E. Carpenter, husband and wife; Elizabeth C. Rossell; Cammos Coal Mining Company; Cambria Mills Coal Company, Inc.; Barnes & Tucker Company; John B. Helman; George A. Miller and Barbara J. Miller, husband and wife; Mary M. Green, William C. Green, Jr., and Jane R. Green, husband and wife; Velma L. Smith, Executrix of the Estate of Emma J. Green; and Putnam Davis. The Deponent has examined the telephone directory records of the County of Clearfield and has been unable to ascertain or locate addresses or telephone numbers of these individuals.

2. The Deponent has made a good faith effort to locate the whereabouts of the above-named Defendants by use of the internet search engine Intellius and has been unable to locate any of the above-named individuals.

3. That the Deponent has made a good faith effort to locate the current status of Cammos Coal Mining Company, Cambria Mills Coal Company, Inc., and Barnes & Tucker Company and has learned from the Secretary of State, Commonwealth of Pennsylvania, that these corporations are either inactive or no longer in business.

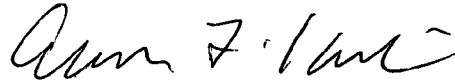
4. Because of the passage of time, the Deponent believes that no further information is available with respect to the individuals named after diligent inquiry and search. Based on the result of these inquiries, the Deponent believes that the individual Defendants are deceased and/or that their whereabouts are unknown.



Alan F. Kirk, Esquire

VERIFICATION

I, ALAN F. KIRK, ESQUIRE, verify that the statements contained in the foregoing Affidavit are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.



Alan F. Kirk, Esquire

Dated: 2-6-08

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

LYNCROFT ASSOCIATES,

Plaintiff

vs.

DEXTER-CARPENTER COAL SALES CORP.,
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD CO.;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of EMMA J.
GREEN; and PUTNAM DAVIS,

Defendants

No. 08-185-CD

Type of Case: Civil

Type of Pleading: Answer

Filed on Behalf of:
Clearfield County Commissioners

Counsel of Record for this Party:

Kim C. Kesner, Esquire
BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814)765-8972
(814) 765-9893 -- fax

Other Counsel of Record:

Alan F. Kirk, Esquire
Babst Calland Clements Zomniar
328 Innovation Blvd., Suite 200
State College, PA 16803
(814) 867-8055

FILED 3cc AH
Kesner
0/10:50am
MAR 12 2008
UN

William A. Shaw
Prothonotary/Clerk of Courts

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

LYNCROFT ASSOCIATES,	:	
Plaintiff	:	No. 08-185-CD
	:	
vs.	:	
	:	
DEXTER-CARPENTER COAL SALES CORP.,	:	
WALTER C. RICKETTS and MABEL C.	:	
RICKETTS, husband and wife; HARRY	:	
SWEENEY and BEATRICE E. SWEENEY,	:	
husband and wife; THE COUNTY	:	
COMMISSIONERS OF CLEARFIELD CO.;	:	
CHARLES W. DAVIS and ELEANOR DAVIS,	:	
husband and wife; HARRY D. ADAM;	:	
WILLIAM H. CARPENTER and ELIZABETH E.	:	
CARPENTER; ELIZABETH C. ROSSELL;	:	
CAMMOS COAL MINING COMPANY;	:	
CAMBRIA MILLS COAL COMPANY, INC.;	:	
BARNES & TUCKER COMPANY; JOHN B.	:	
HELMAN; GEORGE A. MILLER and	:	
BARBARA J. MILLER, husband and wife;	:	
MARY M. GREEN, WILLIAM C. GREEN, JR.,	:	
and JANE R. GREEN, husband and wife; VELMA	:	
L. SMITH, Executrix of the Estate of EMMA J.	:	
GREEN; and PUTNAM DAVIS,	:	
Defendants	:	

ANSWER OF THE COUNTY COMMISSIONERS
OF CLEARFIELD COUNTY

AND NOW COMES, John A. Sobel, Joan Robinson-McMillen and Mark McCracken, being the incumbent County Commissioners of Clearfield County ("Defendant Commissioners"), by and through Kim C. Kesner, Esquire, Clearfield County Solicitor who files this Answer to Plaintiff's Complaint.

1. Admitted.
2. Admitted.
3. Admitted.

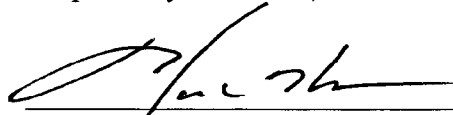
4. It is specifically denied that the Defendant Commissioners and/or Clearfield County makes any claim to the real estate described in Plaintiff's Complaint adverse to the title of Plaintiff. To the contrary, Defendant Commissioners on behalf of the Board of Commissioners and Clearfield County admit the averments in paragraph 3(b) of Plaintiff's Complaint that the County Commissioners of Clearfield County conveyed all right, title, claim or interests of the County Commissioners or Clearfield County in the premises described in Plaintiff's Complaint to Dexter-Carpenter Coal Company by that deed dated March 12, 1941, and recorded in the Office of the Recorder of Deeds of Clearfield County at Deed Book 335, page 476. The foregoing specific denial is not intended to create a justiciable issue but instead is intended to confirm Plaintiff's title as to the Defendant Commissioners and Clearfield County.

5. Admitted.

6. Admitted.

WHEREFORE, the Defendant Commissioners, on behalf of the Board of County Commissioners of Clearfield County and Clearfield County consent to the entry of an order confirming Plaintiff's title to the premises described in Plaintiff's Complaint and declaring that the Defendant Commissioners have no right, title, claim or interest of any kind in the real estate of Plaintiff.

Respectfully submitted,



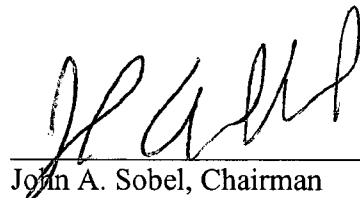
Kim C. Kesner, Esquire
Attorney for Defendants Commissioners

VERIFICATION

I, John A. Sobel, verify that I am Chairman for the Clearfield County Board of Commissioners, and as such am authorized and empowered to make this Verification, and that the statements made in this Answer are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 , relating to unsworn falsification to authorities.

Date: _____

3/11/08



John A. Sobel, Chairman

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LYNCROFT ASSOCIATES,
Plaintiff

NO. 08-185-CD

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

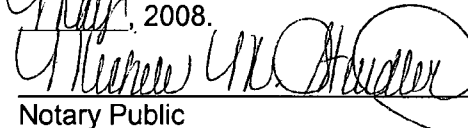
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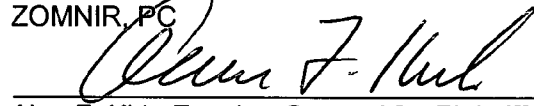
William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

In accordance with the Order dated February 11, 2008, by The Honorable Fredric J. Amerman, I, **Alan F. Kirk, Esquire**, hereby certify that a true and correct copy of the Complaint in the above-captioned matter was served on Defendants, Dexter-Carpenter Coal Sales Corp. and The Clearfield County Commissioners. A copy of the Acceptance of Service of both Defendants are attached hereto as Exhibits "A and B". Service on the remaining above-named Defendants were served by Publication in The Progress. A copy of the Proof of Publication is attached hereto as Exhibit "C".

Signed and sealed, this 5th day of
May, 2008.

Notary Public

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC


Alan F. Kirk, Esquire, Counsel for Plaintiff
ID#36893

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michele M. Steudler, Notary Public
College Twp., Centre County
My Commission Expires Apr. 7, 2010
Member, Pennsylvania Association of Notaries

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LYNCROFT ASSOCIATES,
Plaintiff

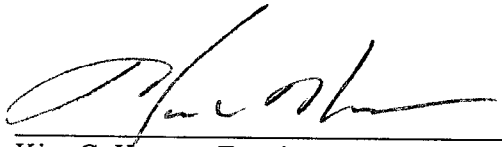
NO. 08-185-CD

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

ACCEPTANCE OF SERVICE

The undersigned, being authorized to do so, hereby accepts service of Plaintiff's Complaint on behalf of the County Commissioners of Clearfield County, Defendants in the above captioned matter.



Kim C. Kesner, Esquire
23 North Second Street
Clearfield, PA 16830-2438

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LYNCROFT ASSOCIATES,
Plaintiff

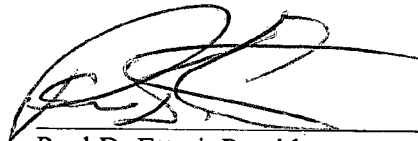
NO. 08-185-CD

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

ACCEPTANCE OF SERVICE

The undersigned, being authorized to do so, hereby accepts service of Plaintiff's Complaint
on behalf of Dexter-Carpenter Coal Sales Corp, Defendant in the above captioned matter.



Paul D. Ettari, President
Dexter-Carpenter Coal Sales Corp.

3.17.08

COURT OF
COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION
NO.

LYNCROFT ASSOCIATES,

Plaintiff

v.

DEXTER-CARPENTER
COAL SALES CORP.,
WALTER C. RICKETTS and
MABEL C. RICKETTS,

husband and wife;
HARRY SWEENEY and
BEATRICE E. SWEENEY,
husband and wife;

THE COUNTY
COMMISSIONERS
OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and
ELEANOR DAVIS,

husband and wife;
HARRY D. ADAM;

WILLIAM H. CARPENTER and
ELIZABETH E. CARPENTER;
ELIZABETH C. ROSSELL;

CAMMOS COAL
MINING COMPANY;
CAMBRIA MILLS
COAL COMPANY, INC.;

BARNES & TUCKER COMPANY;
JOHN B. HELMAN;
GEORGE A. MILLER,
and BARBARA J. MILLER,

husband and wife;
MARY M. GREEN,
WILLIAM C. GREEN, JR.,
and JANE R. GREEN,

husband and wife;
VELMAL SMITH, Executrix
of the Estate of
EMMA J. GREEN;
and PUTNAM DAVIS,
Defendants

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following paragraphs, 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
230 East Market Street
Clearfield, PA 16830
Phone: (814) 765-2641,
Ext. 5982

An action to quiet title has been filed at the above-captioned land number by the Plaintiff, Lyncroft Associates, regarding the following properties:

a. All that piece or parcel of land described in that Deed dated December 26, 1940 between Walter C. Ricketts and Mabel C. Ricketts, his wife, and Beatrice E. Sweeney and Harry A. Sweeney, her husband, to Dexter-Carpenter Coal Co., Inc., which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 1334, page 493.

b. All that piece or parcel of land

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

SS:

COUNTY OF CLEARFIELD :

On this 18th day of March, A.D. 20 08, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of March 1, 2008

And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Margaret E. Krebs

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison
Notary Public Clearfield, Pa.

My Commission Expires
October 31, 2011

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 31, 2011

Member, Pennsylvania Association of Notaries

j. All that piece or parcel of land described in that Deed dated July 11, 1972 between John B. Helman to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 607, page 232.

k. All that piece or parcel of land described in that Deed dated November 12, 1972 between George A. Miller and Barbara J. Miller, his wife, to Dexter Carpenter Coal Sales Corporation, Inc. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 612, page 274.

l. All that piece or parcel of land described in that Deed dated April 7, 1973 between Mary M. Green, William C. Green, Jr. and Jane R.

Green, et al. to Dexter Carpenter Coal Sales Corporation, Inc. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 630, page 297.

m. All that piece or parcel of land described in that Deed dated August 2, 1973 between Mary M. Green to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 656, page 290.

n. All that piece or parcel of land described in that Deed dated December 5, 1973 between Elizabeth C. Davis, formerly Rossell, and Putnam Davis, her husband, to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 668, page 190.

Pursuant to Order of Court dated February 11, 2008, publication of the above notice constitutes service of the Complaint upon certain Defendants above-named.

Counsel for Plaintiff: Babst, Calland, Clements, Zomnir, PC, Alan F. Kirk, Esquire, 328 Innovation Blvd., Ste. 200, State College, PA 16803.

3:1-1d-b

described in that Deed dated March 12, 1941 between the County Commissioners of Clearfield County and Dexter-Carpenter Coal Co. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 335, page 476.

c. All that piece or parcel of land described in that Deed dated November 4, 1957 between Charles W. Davis and Eleanor B. Davis, his wife, to Harry D. Adam, William H. Carpenter, Elizabeth E. Carpenter and Elizabeth C. Rossell which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 463, page 591.

d. All that piece or parcel of land described in that Deed dated November 21, 1957 between Cammos Coal Mining Company to Harry D. Adam, William H. Carpenter, Elizabeth E. Carpenter and Elizabeth C. Rossell which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 464, page 11.

e. All that piece or parcel of land described in that Deed dated September 6, 1966 between Cambria Mills Coal Co., Inc. to Dexter and Carpenter Coal Sales Corp. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 524, page 696.

f. All that piece or parcel of land described in that Deed dated March 16, 1968 between Eleanor B. Davis to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 537, page 31.

g. All that piece or parcel of land described in that Deed dated November 25, 1969 between Elizabeth E. Carpenter, et al., to Dexter Carpenter Coal Sales Corp. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 556, page 624.

h. All that piece or parcel of land described in that Deed dated April 23, 1971 between Dexter-Carpenter Coal Company, Inc. to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 584, page 469.

i. All that piece or parcel of land described in that Deed between Barnes & Tucker Company to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 593, page 173.

UP

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LYNCROFT ASSOCIATES,
Plaintiff

NO. 08-185-CD

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

FILED
013:57801
MAY 09 2008


William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 9th day of May, 2008, it appearing that a Complaint in Quiet Title was served upon the above-captioned Defendants according to Order of Court and the Pennsylvania Rules of Civil Procedure and the Court being satisfied that the allegations of the Complaint are true and that the relief requested should be granted, it is hereby ORDERED and DECREED:

1. That the Plaintiff is the owner in fee simple and is entitled to the quiet and peaceful possession of those certain pieces or parcels of land situated in Clearfield County, Commonwealth of Pennsylvania, described in the Complaint and attached as Exhibit "A";

BY THE COURT:


_____ J.

a. All that piece or parcel of land described in that Deed dated December 26, 1940 between Walter C. Ricketts and Mabel C. Ricketts, his wife, and Beatrice E. Sweeney and Harry A. Sweeney, her husband, to Dexter-Carpenter Coal Co., Inc., which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 334, page 493, a true and correct copy of which is attached hereto and marked as Exhibit "A."

b. All that piece or parcel of land described in that Deed dated March 12, 1941 between the County Commissioners of Clearfield County and Dexter-Carpenter Coal Co. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 335, page 476, a true and correct copy of which is attached hereto and marked as Exhibit "B."

c. All that piece or parcel of land described in that Deed dated November 4, 1957 between Charles W. Davis and Eleanor B. Davis, his wife, to Harry D. Adam, William H. Carpenter, Elizabeth E. Carpenter and Elizabeth C. Rossell which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 463, page 591, a true and correct copy of which is attached hereto and marked as Exhibit "C."

d. All that piece or parcel of land described in that Deed dated November 21, 1957 between Cammos Coal Mining Company to Harry D. Adam, William H. Carpenter, Elizabeth E. Carpenter and Elizabeth C. Rossell which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 464, page 11, a true and correct copy of which is attached hereto and marked as Exhibit "D."

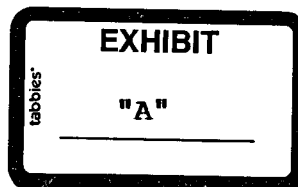
e. All that piece or parcel of land described in that Deed dated September 6, 1966 between Cambria Mills Coal Co., Inc. to Dexter and Carpenter Coal Sales Corp. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 524, page 696, a true and correct copy of which is attached hereto and marked as Exhibit "E."

f. All that piece or parcel of land described in that Deed dated March 16, 1968 between Eleanor B. Davis to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 537, page 31, a true and correct copy of which is attached hereto and marked as Exhibit "F."

g. All that piece or parcel of land described in that Deed dated November 25, 1969 between Elizabeth E. Carpenter, et al., to Dexter Carpenter Coal Sales Corp. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 556, page 624, a true and correct copy of which is attached hereto and marked as Exhibit "G."

h. All that piece or parcel of land described in that Deed dated April 23, 1971 between Dexter-Carpenter Coal Company, Inc. to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 584, page 469, a true and correct copy of which is attached hereto and marked as Exhibit "H."

i. All that piece or parcel of land described in that Deed between Barnes & Tucker Company to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the



Recorder of Deeds in Clearfield County at Deed Book 593, page 173, a true and correct copy of which is attached hereto and marked as Exhibit "I."

j. All that piece or parcel of land described in that Deed dated July 11, 1972 between John B. Helman to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 607, page 232, a true and correct copy of which is attached hereto and marked as Exhibit "J."

k. All that piece or parcel of land described in that Deed dated November 12, 1972 between George A. Miller and Barbara J. Miller, his wife, to Dexter Carpenter Coal Sales Corporation, Inc. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 612, page 274, a true and correct copy of which is attached hereto and marked as Exhibit "K."

l. All that piece or parcel of land described in that Deed dated April 7, 1973 between Mary M. Green, William C. Green, Jr. and Jane R. Green, his wife, Velma L. Smith and Luther J. Smith, II, her husband, and Velma L. Smith, Executrix of the Estate of Emma Jean Green, deceased, to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County Deed Book 630, page 297, a true and correct copy of which is attached hereto and marked as Exhibit "L."

m. All that piece or parcel of land described in that Deed dated August 2, 1973 between Mary M. Green to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County Deed Book 656, page 290, a true and correct copy of which is attached hereto and marked as Exhibit "M."

n. All that piece or parcel of land described in that Deed dated December 5, 1973 between Elizabeth C. Davis, formerly Rossell, and Putnam Davis, her husband, to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County Deed Book 668, page 190, a true and correct copy of which is attached hereto and marked as Exhibit "N."

FILED

MAY 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/9/08

X 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:

FILED

MAY 08 2008

2/10/2008

William A. Shaw

Prothonotary/Clerk of Courts

1 CENT & ATT

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

LYNCROFT ASSOCIATES,
Plaintiff

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

NO. 08-185-CD

Type of Case: Civil

Type of Pleading: Motion for Entry
of Judgment Quietting Title by
Default

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Alan F. Kirk, Esquire
Babst Calland Clements Zomnir, PC
328 Innovation Blvd., Suite 200
State College, PA 16803
(814) 867-8055

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LYNCROFT ASSOCIATES,
Plaintiff

NO. 08-185-CD

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

MOTION FOR ENTRY OF JUDGMENT QUIETING TITLE BY DEFAULT

NOW COMES Lyncroft Associates, Plaintiff in the above-captioned matter, and files this Motion for Entry of Judgment Quieting Title by Default whereas the following is a statement:

1. That by Order of this Court on February 11, 2008, the Plaintiff was granted leave to serve the Complaint in the above-captioned matter by publication upon all of the above-named Defendants, with the exception of Dexter-Carpenter Coal Sales Corporation and the County Commissioners of Clearfield County, by publishing once in the newspaper of general circulation

of Clearfield County, The Progress, an advertisement of the filing of the Complaint naming the above Defendants seeking to quiet the title to the real estate described in Exhibit "A" attached hereto.

2. That on or about March 1, 2008, the Plaintiff caused the legal notice to be published in The Progress and a true and correct copy of the Affidavit of Service is attached hereto and marked as Exhibit "B."

3. That the President of Defendant Dexter-Carpenter Coal Sales Corporation accepted service of the Complaint on or about March 14, 2008 as shown by the Affidavit of Service attached hereto as Exhibit "B" and the said Defendant has not entered an answer or defense.

4. That the Defendant Commissioners of Clearfield County accepted service by and through their counsel, Kim C. Kesner, Esquire, and answered the Complaint on or about March 12, 2008 indicating that the Commissioners of Clearfield County made no claim to the real estate described in the said Complaint.

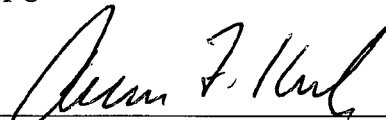
5. That the time within which all other Defendants are required to appear and plead has expired and that they have not appeared and that no answer, preliminary objection or other pleading has been served or filed herein and the Plaintiff is entitled to judgment against the said Defendants as a matter of law.

WHEREAS, the Plaintiff respectfully requests that this Court enter an Order adjudicating title in favor of the Plaintiff decreeing it to be the owner in fee simple and entitled to quiet and peaceful possession of the land and ordering that the Defendants be forever barred from

asserting any right, title, lien or interest in the said lands inconsistent with the ownership of the Plaintiff and grant any other relief deemed appropriate.

BABST, CALLAND, CLEMENTS &
ZOMNIR, PC

By: _____

A handwritten signature in black ink, appearing to read "Alan F. Kirk", is written over a horizontal line.

Alan F. Kirk, Esquire
Attorney ID No. 36893
Attorney for Plaintiff
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867-8055

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LYNCROFT ASSOCIATES,
Plaintiff

NO. 08-185-CD

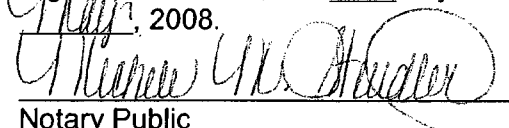
v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

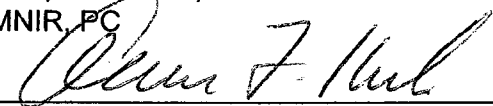
AFFIDAVIT OF SERVICE

In accordance with the Order dated February 11, 2008, by The Honorable Fredric J. Amerman, I, **Alan F. Kirk, Esquire**, hereby certify that a true and correct copy of the Complaint in the above-captioned matter was served on Defendants, Dexter-Carpenter Coal Sales Corp. and The Clearfield County Commissioners. A copy of the Acceptance of Service of both Defendants are attached hereto as Exhibits "A and B". Service on the remaining above-named Defendants were served by Publication in The Progress. A copy of the Proof of Publication is attached hereto as Exhibit "C".

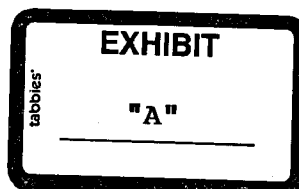
Signed and sealed, this 5th day of
May, 2008.


Notary Public

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC


Alan F. Kirk, Esquire, Counsel for Plaintiff
ID#36893

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michele M. Steudler, Notary Public
College Twp., Centre County
My Commission Expires Apr. 7, 2010
Member, Pennsylvania Association of Notaries



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LYNCROFT ASSOCIATES,
Plaintiff

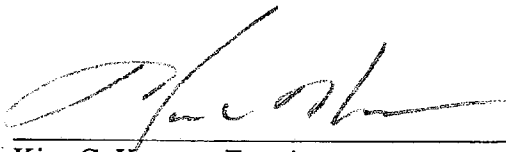
NO. 08-185-CD

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

ACCEPTANCE OF SERVICE

The undersigned, being authorized to do so, hereby accepts service of Plaintiff's Complaint on behalf of the County Commissioners of Clearfield County, Defendants in the above captioned matter.



Kim C. Kesner, Esquire
23 North Second Street
Clearfield, PA 16830-2438

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LYNCROFT ASSOCIATES,
Plaintiff

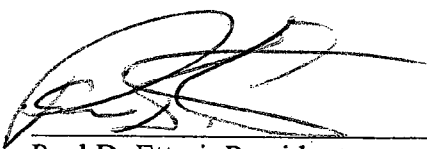
NO. 08-185-CD

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

ACCEPTANCE OF SERVICE

The undersigned, being authorized to do so, hereby accepts service of Plaintiff's Complaint
on behalf of Dexter-Carpenter Coal Sales Corp, Defendant in the above captioned matter.


Paul D. Ettari, President
Dexter-Carpenter Coal Sales Corp.

3.19.08

COURT OF
COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION
NO.

LYNCROFT ASSOCIATES,
Plaintiff

v.
DEXTER-CARPENTER
COAL SALES CORP.,
WALTER C. RICKETTS and
MABEL C. RICKETTS,
husband and wife;
HARRY SWEENEY and
BEATRICE E. SWEENEY,
husband and wife;
THE COUNTY
COMMISSIONERS
OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and
ELEANOR DAVIS,
husband and wife;
HARRY D. ADAM;
WILLIAM H. CARPENTER and
ELIZABETH E. CARPENTER;
ELIZABETH C. ROSSELL;
CAMMOS COAL
MINING COMPANY;
CAMBRIA MILLS
COAL COMPANY, INC.;
BARNES & TUCKER COMPANY;
JOHN B. HELMAN;
GEORGE A. MILLER,
and BARBARA J. MILLER,
husband and wife;
MARY M. GREEN,
WILLIAM C. GREEN, JR.,
and JANE R. GREEN,
husband and wife;
VELMA L. SMITH, Executrix
of the Estate of
EMMA J. GREEN;
and PUTNAM DAVIS,
Defendants

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following paragraphs, 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
230 East Market Street
Clearfield, PA 16830
Phone: (814) 765-2641,
Ext. 5982

An action to quiet title has been filed at the above-captioned term land number by the Plaintiff, Lyncroft Associates, regarding the following properties:

- a. All that piece or parcel of land described in that Deed dated December 26, 1940 between Walter C. Ricketts and Mabel C. Ricketts, his wife, and Beatrice E. Sweeney and Harry A. Sweeney, her husband, to Dexter-Carpenter Coal Co., Inc., which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 1334, page 493.
- b. All that piece or parcel of land

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

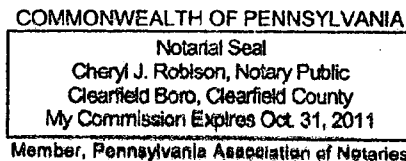
On this 18th day of March, A.D. 20 08, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of March 1, 2008. And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Margaret E. Krebs
Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison
Notary Public Clearfield, Pa.

My Commission Expires
October 31, 2011



j. All that piece or parcel of land described in that Deed dated July 11, 1972 between John B. Helman to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 607, page 232.

k. All that piece or parcel of land described in that Deed dated November 12, 1972 between George A. Miller and Barbara J. Miller, his wife, to Dexter Carpenter Coal Sales Corporation, Inc. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 612, page 274.

l. All that piece or parcel of land described in that Deed dated April 7, 1973 between Mary M. Green, William C. Green, Jr. and Jane R.

Green, his wife, to Dexter Carpenter Coal Sales Corporation, Inc. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 630, page 297.

m. All that piece or parcel of land described in that Deed dated August 2, 1973 between Mary M. Green to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 656, page 290.

n. All that piece or parcel of land described in that Deed dated December 5, 1973 between Elizabeth C. Davis, formerly Russell, and Putnam Davis, her husband, to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 668, page 190.

Pursuant to Order of Court dated February 11, 2008, publication of the above notice constitutes service of the Complaint upon certain Defendants above-named.

Counsel for Plaintiff: Babst, Calland, Clements, Zomnir, PC, Alan F. Kirk, Esquire, 328 Innovation Blvd., Ste. 200, State College, PA 16803.

3:1-1d-b

described in that Deed dated March 12, 1941 between the County Commissioners of Clearfield County and Dexter-Carpenter Coal Co. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 335, page 476.

c. All that piece or parcel of land described in that Deed dated November 4, 1957 between Charles W. Davis and Eleanor B. Davis, his wife, to Harry D. Adam, William H. Carpenter, Elizabeth E. Carpenter and Elizabeth C. Russell which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 463, page 591.

d. All that piece or parcel of land described in that Deed dated November 21, 1957 between Cammos Coal Mining Company to Harry D. Adam, William H. Carpenter, Elizabeth E. Carpenter and Elizabeth C. Russell which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 464, page 11.

e. All that piece or parcel of land described in that Deed dated September 6, 1966 between Cambria Mills Coal Co., Inc. to Dexter and Carpenter Coal Sales Corp. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 524, page 696.

f. All that piece or parcel of land described in that Deed dated March 16, 1968 between Eleanor B. Davis to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 537, page 31.

g. All that piece or parcel of land described in that Deed dated November 25, 1969 between Elizabeth E. Carpenter, et al., to Dexter-Carpenter Coal Sales Corp. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 556, page 624.

h. All that piece or parcel of land described in that Deed dated April 23, 1971 between Dexter-Carpenter Coal Company, Inc. to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 584, page 469.

i. All that piece or parcel of land described in that Deed between Barnes & Tucker Company, Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 593, page 173.

a. All that piece or parcel of land described in that Deed dated December 26, 1940 between Walter C. Ricketts and Mabel C. Ricketts, his wife, and Beatrice E. Sweeney and Harry A. Sweeney, her husband, to Dexter-Carpenter Coal Co., Inc., which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 334, page 493, a true and correct copy of which is attached hereto and marked as Exhibit "A."

b. All that piece or parcel of land described in that Deed dated March 12, 1941 between the County Commissioners of Clearfield County and Dexter-Carpenter Coal Co. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 335, page 476, a true and correct copy of which is attached hereto and marked as Exhibit "B."

c. All that piece or parcel of land described in that Deed dated November 4, 1957 between Charles W. Davis and Eleanor B. Davis, his wife, to Harry D. Adam, William H. Carpenter, Elizabeth E. Carpenter and Elizabeth C. Rossell which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 463, page 591, a true and correct copy of which is attached hereto and marked as Exhibit "C."

d. All that piece or parcel of land described in that Deed dated November 21, 1957 between Cammos Coal Mining Company to Harry D. Adam, William H. Carpenter, Elizabeth E. Carpenter and Elizabeth C. Rossell which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 464, page 11, a true and correct copy of which is attached hereto and marked as Exhibit "D."

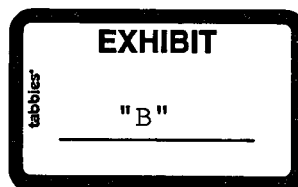
e. All that piece or parcel of land described in that Deed dated September 6, 1966 between Cambria Mills Coal Co., Inc. to Dexter and Carpenter Coal Sales Corp. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 524, page 696, a true and correct copy of which is attached hereto and marked as Exhibit "E."

f. All that piece or parcel of land described in that Deed dated March 16, 1968 between Eleanor B. Davis to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 537, page 31, a true and correct copy of which is attached hereto and marked as Exhibit "F."

g. All that piece or parcel of land described in that Deed dated November 25, 1969 between Elizabeth E. Carpenter, et al., to Dexter Carpenter Coal Sales Corp. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 556, page 624, a true and correct copy of which is attached hereto and marked as Exhibit "G."

h. All that piece or parcel of land described in that Deed dated April 23, 1971 between Dexter-Carpenter Coal Company, Inc. to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 584, page 469, a true and correct copy of which is attached hereto and marked as Exhibit "H."

i. All that piece or parcel of land described in that Deed between Barnes & Tucker Company to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the



Recorder of Deeds in Clearfield County at Deed Book 593, page 173, a true and correct copy of which is attached hereto and marked as Exhibit "I."

j. All that piece or parcel of land described in that Deed dated July 11, 1972 between John B. Helman to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 607, page 232, a true and correct copy of which is attached hereto and marked as Exhibit "J."

k. All that piece or parcel of land described in that Deed dated November 12, 1972 between George A. Miller and Barbara J. Miller, his wife, to Dexter Carpenter Coal Sales Corporation, Inc. which was recorded in the Office of the Recorder of Deeds in Clearfield County at Deed Book 612, page 274, a true and correct copy of which is attached hereto and marked as Exhibit "K."

l. All that piece or parcel of land described in that Deed dated April 7, 1973 between Mary M. Green, William C. Green, Jr. and Jane R. Green, his wife, Velma L. Smith and Luther J. Smith, II, her husband, and Velma L. Smith, Executrix of the Estate of Emma Jean Green, deceased, to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County Deed Book 630, page 297, a true and correct copy of which is attached hereto and marked as Exhibit "L."

m. All that piece or parcel of land described in that Deed dated August 2, 1973 between Mary M. Green to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County Deed Book 656, page 290, a true and correct copy of which is attached hereto and marked as Exhibit "M."

n. All that piece or parcel of land described in that Deed dated December 5, 1973 between Elizabeth C. Davis, formerly Rossell, and Putnam Davis, her husband, to Dexter-Carpenter Coal Sales Corporation which was recorded in the Office of the Recorder of Deeds in Clearfield County Deed Book 668, page 190, a true and correct copy of which is attached hereto and marked as Exhibit "N."

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LYNCROFT ASSOCIATES,
Plaintiff

NO. 08-185-CD

v.

DEXTER-CARPENTER COAL SALES CORP;
WALTER C. RICKETTS and MABEL C.
RICKETTS, husband and wife; HARRY
SWEENEY and BEATRICE E. SWEENEY,
husband and wife; THE COUNTY
COMMISSIONERS OF CLEARFIELD COUNTY;
CHARLES W. DAVIS and ELEANOR DAVIS,
husband and wife; HARRY D. ADAM;
WILLIAM H. CARPENTER and ELIZABETH E.
CARPENTER; ELIZABETH C. ROSSELL;
CAMMOS COAL MINING COMPANY;
CAMBRIA MILLS COAL COMPANY, INC.;
BARNES & TUCKER COMPANY; JOHN B.
HELMAN; GEORGE A. MILLER and
BARBARA J. MILLER, husband and wife;
MARY M. GREEN, WILLIAM C. GREEN, JR.,
and JANE R. GREEN, husband and wife; VELMA
L. SMITH, Executrix of the Estate of
EMMA J. GREEN; and PUTNAM DAVIS,
Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Motion for Entry of Judgment
Quieting Title by Default was served on the following by depositing the same within the custody
of the United States Postal Service, first-class mail, postage prepared, addressed to:

Kim C. Kesner, Esquire
23 North Second Street
Clearfield, PA 16830-2438

Paul D. Ettari, President
Dexter-Carpenter Coal Sales Corp.
37 Salisbury Road
Darrien, CT 06820

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC

By: 

Alan F. Kirk, Esquire

ID No. 36893

Attorney for Plaintiff

328 Innovation Boulevard, Suite 200

State College, PA 16803

(814) 867-8055

Date: May 6, 2008