

## Exhibit 5: Property Interests / Right of Entry

## 5.1 Permit Area

Map Key		Name & Address of Owner	Means to Enter & Is Litigation Pending	Supp "C"
1, 3 & 4	Surface	John Kosky Contracting, Inc. PO Box 136 Cuddy, PA 15031-1513	Lease dated May 23, 2018 which is not subject to pending court litigation	Note #1
	Minerals	Same as surface		
2	Surface	Clyde Holding, Inc. 17592 Route 322 Strattanville, PA 16258	Lease dated August 6, 2020 which is not subject to pending court litigation	Note #2
	Minerals	Same as surface		
5	Surface	John Alan & Stacy A. Kosky PO Box 42 Cuddy, PA 15031-1513	Note #3	Note #3
	Minerals	Same as surface		
36 & 37	Surface	John Alan & Stacy A. Kosky PO Box 42 Cuddy, PA 15031-1513	Note #5	Note #4
	Minerals	Unknown		

Note #1 - The original Supplemental "C" Form for properties 1, 3 and 4 is on file with the Department under SMP #63100401. The Department will replace the provided copies of the Contractual Consent of Landowner from with the original, recorded Contractual Consent of Landowner Form from the SMP 63100401 file upon issuance of SMP 63192001. These are shown on pages 5-8 to 5-10.

Note #2 - The original Supplemental "C" Form for property 2 is on file with the Department under SMP #63100401. The Department will replace the provided copies of the Contractual Consent of Landowner from with the original, recorded Contractual Consent of Landowner Form from the SMP 63100401 file upon issuance of SMP 63192001. These are shown on pages 5-4 to 5-7.

Note #3 - The original, recorded Contractual Consent of Landowner Form is attached with this module on pages 5-11 to 5-16.

Note #4 - The original, recorded Contractual Consent of Landowner Form is attached with this module on pages 5-17 to 5-19.

## MODULE 5 – Appendix A.

### SURVEYOR WRITE UP REGARDING PEOPLES GAS PROPERTY OWNERSHIP WITHIN PERMIT BOUNDARY

(Addressing why properties 6 and 7 on prior mappings are not owned by Peoples Gas)



**MAIN OFFICE**  
4031 Allport Cutoff  
Morrisdale, PA 16858  
P: 814-342-7090  
F: 814-342-7099

**JOHNSTOWN, PA**  
200 Main Street  
Johnstown, PA 15901  
P: (412) 221-0656

**DuBOIS, PA**  
90 Beaver Drive  
Suite 120-D  
DuBois, PA 15801  
P: 814-371-4660  
F: 814-371-4656

4/15/2024

Geotech Engineering, Inc. was tasked with assisting on Mining activities partly located on tax parcels 220-004-00-00-0034-00 and 220-004-00-00-0034-02 (see Exhibit A).

The County supplied tax map showed two parcels in the middle of the parcels listed above. These were tax parcel 220-004-00-00-0032 and 220-004-00-00-0033. The Tax map referenced those as being Deed book 873, page 458 (See exhibit B). The recorded deed was a Agreement of Consolidation and Merger between Equitable Gas Company and Monongahela National Gas Co.. This document did not transfer any real estate/ownership, nor where the two parcels mentioned in this document.

The deeds of 220-004-00-00-0034-00 and 220-004-00-00-0034-02 are listed as Instrument 201902235. However, this is a Court case between John Kosky Contracting Inc. and Mon Valley Steel Company, Inc.. (See Exhibit C). There was also a Retracement map performed by William, G. Rosner, PLS (deceased) (Exhibit D). The attached map references 2 separate deeds (Deed book 3028 page 4 and Deed book 3238 page 36). (Exhibit E). The deeds referenced nor the map have any mention of tax parcel 220-004-00-00-0032 and 220-004-00-00-0033.

Tax parcel 220-004-00-00-0032 and 220-004-00-00-0033 were labeled on tax map as being owned by Peoples Natural Gas Company LLC. An Easement was found as Instrument 202004403 (Exhibit F). This document was an easement on tax parcel 220-004-00-00-0034-02 for Peoples Natural Gas Company LLC. The document has a map attached that does not show the parcels in question tax parcel 220-004-00-00-0032 and 220-004-00-00-0033.

It is noted that Geotech Engineering, Inc. did not perform a Boundary Survey on the parcels involved. Geotech Engineering Inc. only provided limited Courthouse research. It is shown from the above-mentioned documents that the parcels in question are only found on the County tax map. The county tax maps are not based on survey data. The deeds of record make no jogs or reference to the parcels in question, nor does the map prepared by a Professional Land Surveyor. It was also not shown on an easement prepared for the very people believed to own the parcel. It is our Professional opinion that the parcel were placed on tax map by error or to reference an old easement, but ownership of the parcel is believed to be with tax parcel 220-004-00-00-0034-00 and 220-004-00-00-0034-02. It is our recommendation that an extensive Title search be performed to ensure that the parcels in question are as stated above.

Thank you,

John R Koptchak, PLS

App A-1



**MAIN OFFICE**  
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**JOHNSTOWN, PA**  
200 Main Street  
Johnstown, PA 15901  
P: (412) 221-0656

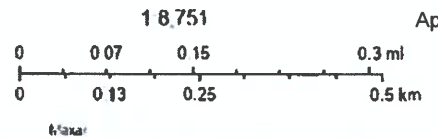
**DuBOIS, PA**  
90 Beaver Drive  
Suite 120-D  
DuBois, PA 15801  
P: 814-371-4660  
F: 814-371-4656

EXHIBIT A

# ArcGIS Web Map



3/29/2024, 7:01 10 AM





**MAIN OFFICE**  
4031 Allport Cutoff  
Morrisdale, PA 16858  
P: 814-342-7090  
F: 814-342-7099

**JOHNSTOWN, PA**  
200 Main Street  
Johnstown, PA 15901  
P: (412) 221-0656

**DuBOIS, PA**  
90 Beaver Drive  
Suite 120-D  
DuBois, PA 15801  
P: 814-371-4660  
F: 814-371-4656

**EXHIBIT B**

AGREEMENT OF CONSOLIDATION AND MERGER

MADE this 14th day of September, A.D. 1928, between the EQUITABLE GAS COMPANY, a corporation, and A. W. Thompson, J. H. Reed, James D. Callery, George S. Davison, Wm. I. Monroe, M. B. Starring and Moritz Rosenthal, the Directors thereof, and the MONONGAHELA NATURAL GAS COMPANY, a corporation, and A. W. Thompson, J. H. Reed, W. B. Carson, E. M. Washabaugh and F. J. Holuh, the Directors thereof.

WHEREAS, the Equitable Gas Company is a corporation duly organized under the Act of the General Assembly of the Commonwealth of Pennsylvania, entitled, "An Act to provide for the incorporation and regulation of natural gas companies," approved the 29th day of May, A.D. 1885, P.L. 29, and the several supplements thereto, and by virtue of Letters Patent granted to it under date of October 22, 1888, and by various extensions of territory thereafter filed, is authorized to engage in producing, dealing in, transporting, storing and supplying natural gas in the City of Pittsburgh, County of Allegheny, and in the Counties of Allegheny, Armstrong, Butler, Clarion, Fayette, Greene, Indiana, Jefferson, Westmoreland and Washington in the State of Pennsylvania, and said Company has an authorized capital stock of Two Million Three Hundred Thousand (\$2,300,000.) Dollars, divided into Six Thousand (6000) shares of preferred stock of the par value of Fifty (\$50.) Dollars each, and Forty Thousand (40,000) shares of common stock of the par value of Fifty (\$50.) Dollars each, all of which stock has been issued and is outstanding; and

WHEREAS, the Monongahela Natural Gas Company is a corporation duly organized under the Act of General Assembly of the Commonwealth of Pennsylvania, entitled, "An Act to provide for

the incorporation and regulation of natural gas companies, " approved the 20th day of May, A. D., 1885, and the several supplements thereto, and by virtue of Letters Patent granted to it under date of June 7, 1889, and by various extensions of territory duly filed, is authorized to engage in producing, dealing in, transporting, storing and supplying natural gas in the City of Pittsburgh in the County of Allegheny and in certain boroughs and townships in the Counties of Allegheny, Greene and Washington in the State of Pennsylvania, and said Company has an authorized capital stock of one million (\$1,000,000.) Dollars divided into ten thousand (10,000) shares of the par value of One hundred (\$100.) Dollars each, all of which stock has been issued and is outstanding; and

WHEREAS, it is the desire of the said companies, parties hereto, as expressed by action of the Board of Directors of each Company, to merge and consolidate their corporate rights, powers, privileges, capital stock, franchises and property, as by law they are authorized in that behalf to do:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the said companies, parties hereto, in consideration of the premises and of the terms and conditions hereinafter set forth, and other good and valuable considerations, have agreed and do hereby agree each with the other that upon the due approval of this agreement of Consolidation and Merger by the stockholders of each of said corporations, parties hereto, and the filing of said agreement, or a copy thereof, in the office of the Secretary of the Commonwealth of the Commonwealth of Pennsylvania, and the issuance by the Governor of said Commonwealth of Letters Patent thereon in accordance with the statutes in such case made and provided, the said respective companies, parties hereto do by these presents, consolidate and merge their corporate



rights, powers, privileges, capital stock, property and franchises, and shall be deemed and taken to be one corporation by the name provided in this Agreement of Consolidation and Merger, possessing within the State of Pennsylvania all the rights, privileges and franchises, and subject to all the restrictions, disabilities and duties, of such corporations, parties hereto, and subject also to all the existing indebtedness of each of said corporations, parties hereto, which is duly assumed by the consolidated corporation.

The terms and conditions of such consolidation and merger are as follows:

FIRST: The name, style and title of such consolidated corporation shall be "QUINTALE GAS COMPANY".

SECOND: The Board of Directors of said consolidated corporation shall consist of seven members, and the officers shall be a President, two Vice Presidents, a Secretary, two Assistant Secretaries, a Treasurer, three Assistant Treasurers, a Controller and a General Manager, and such other officers as may from time to time be deemed necessary. Until the first annual election the following named persons, whose places of residences are set opposite their respective names, shall be the directors and officers of said new corporation:

DIRECTORS:

Name.	Residence.
A. W. Thompson	Pittsburgh, Pa.
J. H. Reed	Pittsburgh, Pa.
James D. Calloway	Pittsburgh, Pa.
George S. Davison	Pittsburgh, Pa.
Wm. L. Moore	Pittsburgh, Pa.
M. B. Starring	New York, N. Y.
Moritz Rosenthal	New York, N. Y.

## OFFICERS:

A. W. Thompson, President,	Pittsburgh, Pa.
E. H. Reed, Vice President,	Pittsburgh, Pa.
A. Hurlburt, Vice President,	Pittsburgh, Pa.
W. B. Carson, Secretary,	Pittsburgh, Pa.
V. W. Washabaugh, Assistant Secretary,	Pittsburgh, Pa.
F. J. Holub, Assistant Secretary,	Pittsburgh, Pa.
G. J. Brann, Jr., Treasurer,	Pittsburgh, Pa.
J. W. Murray, Assistant Treasurer,	Pittsburgh, Pa.
H. W. Annett, Assistant Treasurer,	Pittsburgh, Pa.
R. S. Hanna, Assistant Treasurer,	Pittsburgh, Pa.
C. S. Mitchell, Controller,	Pittsburgh, Pa.
E. D. Leland, General Manager,	Pittsburgh, Pa.

THIRD: The stockholders of said company shall meet on the second Monday of June in every year at the chief office of the company and choose by a majority of the votes present a Board of Directors for the ensuing year. The officers of the Company shall be elected by the Board of Directors annually.

FOURTH: The capital stock of said consolidated corporation shall be Three Million Three Hundred Thousand (\$3,300,000) Dollars divided into thirty-three thousand (33,000) shares of the par value of One Hundred (\$100) Dollars each, fully paid up.

FIFTH: The manner of converting the capital stock of the said companies, parties hereto, into the stock of the new consolidated corporation, shall be as follows:

The stockholders of the said Equitable Gas Company shall receive full paid capital stock of the new corporation to the amount of Two Million Three Hundred Thousand (\$2,300,000) Dollars at par value, consisting of Twenty Three Thousand (23,000) shares, which stock shall be divided among the stockholders pro rata in proportion to their respective holdings.

of the preferred stock or the common stock of the said Equitable Gas Company irrespective of whether said shares are preferred or common shares.

The stockholders of the Monongahela Natural Gas Company shall receive full paid capital stock of the new corporation to the amount of One Million (\$1,000,000) Dollars at par value, consisting of Ten thousand (10,000) shares, which shares shall be divided among the stockholders of said Company pro rata in proportion to their respective holdings of the shares of capital stock of the said Monongahela Natural Gas Company.

SIXTH: The said new corporation shall exist in accordance with the statute in such case made and provided.

SEVENTH: The said consolidated Company shall be subject to and regulated by the corporate rights, privileges, franchises, duties and obligations existing under and by virtue of each, any and all of the several articles of Association and Letters Patent of said companies, parties hereto, and the several Acts of Assembly, principal and supplementary, relating to any and all of the said companies, parties hereto.

EIGHTH: The principal office of the new corporation shall be at Pittsburgh, in the County of Allegheny, in the State of Pennsylvania.

NINTH: Upon the consummation of this Act of Consolidation all and singular the rights, privileges, contracts and franchises of each of said corporations, parties hereto, and all the property, real, personal and mixed, and all the debts, due on whatever account, as well as stock subscriptions, and other things in action, belonging to each of said corporations, parties hereto, shall be taken and deemed to be transferred to and

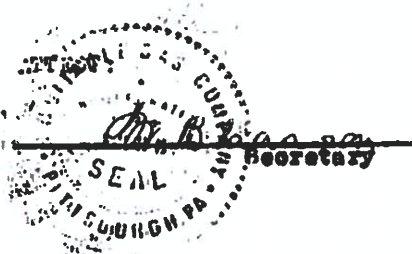
vested in the said consolidated or new corporation, without further act or deed, and all the property, and all and every other interest, shall be as effectually the property of the said consolidated or new corporation as they were of the said corporations, parties hereto; and the title to real estate, either by deed or otherwise, under the laws of said Commonwealth of Pennsylvania, vested in any of the said corporations, parties hereto, shall not be deemed to revert or be in any way impaired by reason of this Agreement of Consolidation and Merger but shall be vested in said new or consolidated corporation. Provided, however, that all the rights of creditors and all liens upon the property of any of the said corporations, parties hereto, shall be preserved unimpaired, and the said corporations, parties hereto, may be deemed to continue in existence to preserve the same, and all debts, liabilities and duties of any of said companies, parties hereto, shall thenceforth attach to said new corporation and be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

The Board of Directors of the Equitable Gas Company has by resolution duly adopted, authorized and appointed W. B. Carson as its attorney to acknowledge this Agreement of Consolidation and Merger, and the said Equitable Gas Company does hereby constitute and appoint W. B. Carson to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this Agreement of Consolidation and Merger before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

The Board of Directors of the Monongahela Natural Gas Company has by resolution duly adopted, authorized and appoint-

ed W. B. Carson as its attorney to acknowledge this Agreement of Consolidation and Merger, and the said Monongahela Natural Gas Company does hereby constitute and appoint W. B. Carson to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this Agreement of Consolidation and Merger before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, The said Companies, parties hereto, have caused their corporate seals to be hereto affixed, duly attested by their respective secretaries, and these presents to be signed by their respective Presidents, and the several directors of said respective companies, parties hereto, have hereunto set their hands and seals, the day and year first above written.



SUITABLE GAS COMPANY  
By W. Thompson  
President

OK  
EM 71  
79

OK  
Prom. 11  
9/10/75

Directors:

W. Thompson (SEAL)  
J. H. Reed (SEAL)  
James B. Collins (SEAL)  
Geo. J. Smith (SEAL)  
John E. Moore (SEAL)  
W. B. Carson (SEAL)  
W. B. Carson (SEAL)

MONROE NATURAL GAS COMPANY

ATTEST:

By A. W. Thompson  
President



Directors:

A. W. Thompson (SEAL)  
J. H. ... (SEAL)  
Mr. B. ... (SEAL)  
F. ... (SEAL)  
R. N. ... (SEAL)

STATE OF PENNSYLVANIA :  
: SS:  
COUNTY OF ALLEGHENY :

I hereby certify that on this 15<sup>th</sup> day of Feb.,  
A.D. 1927, before me, the subscriber, a Notary Public in and  
for said County and State, residing at Pittsburgh, Pa., per-  
sonally appeared W. B. Carson, the attorney named in the  
foregoing Agreement of Consolidation and Merger, and by virtue  
and in pursuance of the authority therein conferred upon him  
acknowledged the said Agreement of Consolidation and Merger  
to be the act and deed of said Quitable Gas Company.

WITNESS my hand and Notarial Seal, the day and year  
aforesaid.



W. B. Carson  
Notary Public  
My Commission expires: Feb. 18, 1927

STATE OF PENNSYLVANIA :  
: SS:  
COUNTY OF ALLEGHENY :

I hereby certify that on this \_\_\_ day of \_\_\_\_\_,  
A.D. 19\_\_\_, before me, the subscriber, a Notary Public in and  
for said County and State, residing at Pittsburgh, personally  
appeared W. B. Carson, the attorney named in the foregoing  
Agreement of Consolidation and Merger, and by virtue and in  
pursuance of the authority therein conferred upon him acknow-  
ledged the said Agreement of Consolidation and Merger to be  
the act and deed of said Monongahela Natural Gas Company.

WITNESS my hand and Notarial Seal, the day and year  
aforesaid.



W. B. Carson  
Notary Public  
My Commission expires: Feb. 18, 1927

STATE OF PENNSYLVANIA :  
COUNTY OF ALLEGHENY : SS:

Be it remembered that on this 15th day of Sept. A. D. 1926, before me the subscriber, a Notary Public in and for said County and State, personally appeared the within named A. N. Thompson

Directors of said Equitable Gas Company, and in due form of law acknowledged the foregoing Agreement of Consolidation and Merger as and for him act and deed, to the end that the same might be recorded.

In witness whereof, I have hereunto set my hand and Notarial Seal, the day and year aforesaid.

*[Signature]*  
Notary Public

My Commission expires: Mar. 18. 1927



STATE OF PENNSYLVANIA :  
COUNTY OF ALLEGHENY : SS:

Be it remembered that on this 15th day of Sept. A.D. 1926, before me the subscriber, a Notary Public in and for said County and State, personally appeared the within named J. H. Reed

Directors of said Equitable Gas Company, and in due form of law acknowledged the foregoing Agreement of Consolidation and Merger as and for him act and deed, to the end that the same might be recorded.

In witness whereof, I have hereunto set my hand and Notarial Seal, the day and year aforesaid.

*[Signature]*  
Notary Public

My Commission expires: Mar. 18. 1927





STATE OF PENNSYLVANIA :  
: SS:  
COUNTY OF ALLEGHENY :

Be it remembered that on this 18<sup>th</sup> day of Feb,  
A.D. 1926, before me the subscriber, a Notary Public in and  
for said County and State, personally appeared the within  
named George J. Davison, Director of said Equitable Gas Company,  
and in due form of law acknowledged the foregoing agreement of  
consolidation and merger as and for his act and deed, to the  
end that the same might be recorded.

In witness whereof, I have hereunto set my hand and  
Notarial Seal, the day and year aforesaid.



*[Signature]*  
Notary Public

Commission expires: Mar. 18. 1927

STATE OF PENNSYLVANIA :  
: SS:  
COUNTY OF ALLEGHENY :

Be it remembered that on this 18<sup>th</sup> day of Feb,  
A.D. 1926, before me the subscriber, a Notary Public in and  
for said County and State, personally appeared the within  
named M. L. Monroe, Director of said Equitable Gas Company,  
and in due form of law acknowledged the foregoing agreement of  
consolidation and merger as and for his act and deed, to the  
end that the same might be recorded.

In witness whereof, I have hereunto set my hand and  
Notarial Seal, the day and year aforesaid.



*[Signature]*  
Notary Public

Commission expires:  
Mar. 18. 1927

STATE OF PENNSYLVANIA :  
: SS :  
COUNTY OF A LECHENY :

BOOK 873 PAGE 469

Be it remembered that on this 21st day of Sept :  
A.D. 1925, before me the subscriber, a Notary Public in and  
for said County and State, personally appeared the within  
named J. D. Callery, Director of said Equitable Gas Company,  
and in due form of law acknowledged the foregoing agreement  
of Consolidation and Merger as and for his act and deed, to  
the end that the same might be recorded.

In Witness Whereof, I have hereunto set my hand and  
Notarial Seal, the day and year aforesaid.

*[Signature]*  
Notary Public



Commission expires: Mar 18, 1927

State of New York,  
County of New York, } ss.

No. 38342..... Series B Form 2

I, JAMES A. DONEGAN, Clerk of the County of New York, and also Clerk of the Supreme Court in and for  
said county,

DO HEREBY certify that the Court is a Court of Record, having by law Seal; that

*[Signature]*

whose name is subscribed to the foregoing proof or acknowledgment of the annexed instru-  
ment and who is a Notary Public acting in and for said county, duly  
commissioned and qualified; that he has filed in the Clerk's Office of the  
County of New York, the said instrument and qualification as Notary Public for the  
County of New York; that I am well acquainted with the  
said Notary Public, and that he is duly qualified to take and certify to the  
State of New York to protest notes; to take and certify to the  
and further, that I am well acquainted with the  
said Notary Public, and that his signature to such proof or acknowledgment  
is in due form of law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Court  
at the City of New York, this 21st day of Sept 1925

*[Signature]*  
Clerk.

STATE OF New York :  
COUNTY OF New York : SS:

Be it remembered that on this 22<sup>nd</sup> day of September  
A. D. 1926, before me the subscriber, a Notary Public in and  
for said County and State, personally appeared M. B. Starring,  
a Director of said Equitable Gas Company, and in due form of  
law acknowledged the foregoing Agreement of Consolidation and  
Merger as and for his act and deed, to the end that the same  
might be recorded.

In witness whereof, I have hereunto set my hand and  
Notarial Seal the day and year aforesaid.

William Hampel  
Notary Public

NOTARY PUBLIC  
Westchester County  
Filed in New York County No. 529

My Commission Expires:  
March 20, 1929.

STATE OF NEW YORK :  
COUNTY OF NEW YORK : SS:



Be it remembered that on this 22<sup>nd</sup> day of September  
A. D. 1926, before me the subscriber, a Notary Public in and  
for said County and State, personally appeared Moritz Rosenthal,  
a Director of said Equitable Gas Company, and in due form of  
law acknowledged the foregoing Agreement of Consolidation and  
Merger as and for his act and deed, to the end that the same  
might be recorded.

In witness whereof, I have hereunto set my hand and  
Notarial Seal the day and year aforesaid.

William Hampel  
Notary Public

NOTARY PUBLIC  
Westchester County  
Filed in New York County No. 569

My Commission Expires:  
March 20, 1929.



I, JAMES A. DONEGAN, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said county

DO HEREBY CERTIFY that said Court is a Court of Record, having by law a seal; that

who is a Notary Public, duly qualified and sworn to as such; that he has filed in the Clerk's Office of the County of New York his appointment and qualification as Notary Public for the County of New York with his autograph signature; that as such Notary Public he is authorized by the laws of the State of New York to protest notes; to take and certify the oaths and affirmations; to take affidavits and certify the acknowledgment of deeds and other written instruments for lands, tenements and hereditaments, to be taken in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of the said Notary and I do verily believe that his signature to such proof or acknowledgment is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 21 day of August 1925

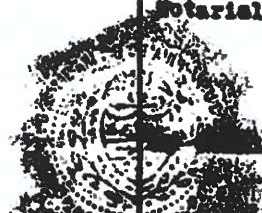
*James A. Donegan*  
Clerk.

STATE OF PENNSYLVANIA :  
COUNTY OF ALLEGHENY : SS:

Be it remembered that on this 15th day of Aug, A. D. 1925, before me the subscriber, a Notary Public in and for said County and State, personally appeared the within named J. H. REED

....., Directors of said Monongahela Natural Gas Company, and in due form of law acknowledged the foregoing Agreement of Consolidation and Merger as and for his act and deed, to the end that the same might be recorded.

In Witness whereof, I have hereunto set my hand and Notarial Seal, the day and year aforesaid.



*James A. Donegan*  
Notary Public  
Aug. 15-1925

STATE OF PENNSYLVANIA:
COUNTY OF ALLEGHENY:
SS:

As it remembered that on this 15th day of
September, A.D. 1925, before me the subscriber, a
Notary Public in and for said county and state, personally
appeared the within named A. N. Thompson, W. B. Baron,
F. J. Holub and E. L. G. ...
Directors of said Monongahela Natural Gas Company, and in due
form of law acknowledged the foregoing Agreement of Consolida-
tion and Merger and for ... not and deed, to the end
that the same might be recorded.

In witness whereof, I have hereunto set my hand and
Official Seal, this 15th day and year aforesaid.



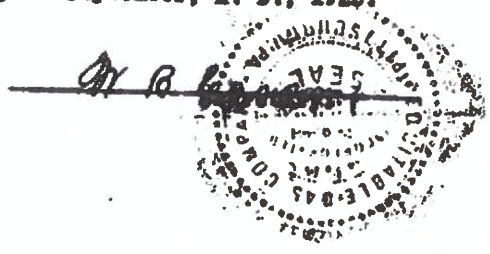
[Handwritten Signature]
Notary Public

My Commission expires: Sep. 18, 1927

TO THE SECRETARY OF STATE
OF THE COMMONWEALTH OF PENNSYLVANIA

I, W. B. CARSON, Secretary of the Equitable Gas Com-
pany, do hereby certify that at a meeting of the stockholders
of the Equitable Gas Company duly convened at the principal
office of the Company at No. 436 Sixth Avenue, Pittsburgh,
Pennsylvania, on the 29th day of September, 1925, at 2:30 o'clock
P. M., for the purpose of adopting or rejecting an agreement
for the merger and consolidation of this Company and the Monon-
gahela Natural Gas Company being the Agreement hereto attached,
due and legal notice of the time, place, and object of said
meeting having been given to all the stockholders of the
Company, the foregoing Agreement was submitted to said stock-
holders of the Equitable Gas Company for their consideration
in accordance with the Act of Assembly relating thereto, and
a vote of said stockholders in person or by proxy was taken
by ballot for the adoption or rejection of the same, and at
said meeting the holders of the entire number of issued
and outstanding shares of the capital stock of the said Equit-
able Gas Company voted in favor of the adoption of said agree-
ment, merger and consolidation, and the holders of no shares
voted against the same.

Certified under my hand and the seal of said Equitable Gas Company this 29th day of September, A. D., 1925.



TO THE SECRETARY OF STATE  
OF THE COMMONWEALTH OF PENNSYLVANIA.

I, W. B. CARSON, Secretary of the Monongahela Natural Gas Company, do hereby certify that at a meeting of the stockholders of the Monongahela Natural Gas Company duly convened at the principal office of the Company at No. 435 Sixth Avenue, Pittsburgh, Pennsylvania, on the 29th day of September, 1925, at 2:00 o'clock P. M., for the purpose of adopting or rejecting an agreement for the merger and consolidation of this Company and the Equitable Gas Company being the agreement hereto attached, due and legal notice of the time, place, and object of said meeting having been given to all the stockholders of the Company, the foregoing Agreement was submitted to said stockholders of the Monongahela Natural Gas Company for their consideration in accordance with the Act of Assembly relating thereto, and a vote of said stockholders in person or by proxy was taken by ballot for the adoption or rejection of the same, and at said meeting the holders of the entire number of issued and outstanding shares of the capital stock of the said Monongahela Natural Gas Company voted in favor of the adoption of said Agreement, merger and consolidation, and the holders of no shares voted against the same.

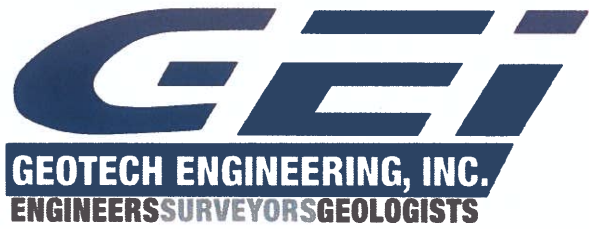
Certified under my hand and the seal of said Monongahela Natural Gas Company this 29th day of September, A. D., 1925.



873-455



Washington } S. S.  
Washington Co }  
Recorder's Office for Recording Deeds  
Deed p. 873 no. 456  
20th August 1953



**MAIN OFFICE**  
4031 Allport Cutoff  
Morrisdale, PA 16858  
P: 814-342-7090  
F: 814-342-7099

**JOHNSTOWN, PA**  
200 Main Street  
Johnstown, PA 15901  
P: (412) 221-0656

**DuBOIS, PA**  
90 Beaver Drive  
Suite 120-D  
DuBois, PA 15801  
P: 814-371-4660  
F: 814-371-4656

**EXHIBIT C**



PARID: 2200040000003400  
JOHN KOSKY CONTRACTING INC

N/A

Current Assessed Values

Assessment Year	2024
Land Value	137,700
Building Value	0
Total Value	137,700

Sales

1 of 3

Date	14-JAN-19
Instrument No.	201902235
Deed Book	
Deed Page	
Instrument Type	OR
Additional Instrument #2	
Additional Instrument #3	
Additional Instrument #4	
Price	
Grantor	MON VALLEY STEEL CO INC &
Grantee	MON VALLEY STEEL CO INC

Sales Summary

Date	Price	Deed Type	Grantor	Grantee
14-JAN-19		OR	MON VALLEY STEEL CO INC &	MON VALLEY STEEL CO INC
19-DEC-18		OR	JOHN KOSKY CONTRACTING INC	MON VALLEY STEEL CO INC
20-DEC-96	\$10,670.00		MON VALLEY STEEL CO INC &	JOHN KOSKY CONTRACTING INC

Exemptions

Homestead\* :  
Farmstead :

Current Assessed Values

Assessment Year	2024
Land Value	123,700
Building Value	47,600
Total Value	171,300

Sales

1 of 3

Date	14-JAN-19
Instrument No.	201902235
Deed Book	
Deed Page	
Instrument Type	OR
Additional Instrument #2	
Additional Instrument #3	
Additional Instrument #4	
Price	
Grantor	MON VALLEY STEEL CO INC &
Grantee	MON VALLEY STEEL CO INC

Sales Summary

Date	Price	Deed Type	Grantor	Grantee
14-JAN-19		OR	MON VALLEY STEEL CO INC &	MON VALLEY STEEL CO INC
19-DEC-18		OR	JOHN KOSKY CONTRACTING INC	MON VALLEY STEEL CO INC
19-DEC-96	\$2,150.00		MON VALLEY STEEL CO INC &	JOHN KOSKY CONTRACTING INC

Exemptions

Homestead\* :  
Farmstead :



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

JOHN KOSKY CONTRACTING,  
INC.,

Plaintiff,

vs.

MON VALLEY STEEL  
COMPANY, INC., and LTV  
STEEL COMPANY, INC., their  
successors and assigns, and all  
other persons or entities having or  
claiming to have any interest in the  
real estate that is subject to this  
Quiet Title Proceeding,

Defendants.

No. 2018-5949

**FILED**  
JAN 14 2019  
J.S. RANKO  
PROTHONOTARY

**ORDER**

AND NOW, this 14<sup>th</sup> day of January 2019, upon consideration of Plaintiff's Motion to Amend Caption and Clarify Name of Party, it is hereby ORDERED, ADJUDGED, and DECREED that the caption is hereby amended to read as follows:

JOHN KOSKY CONTRACTING, INC., Plaintiff,

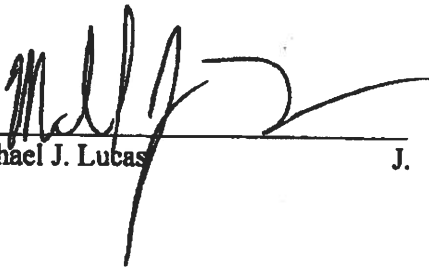
vs.

MON VALLEY STEEL COMPANY, INC., and LTV STEEL  
COMPANY, INC., their successors and assigns, and all other  
persons or entities having or claiming to have any interest in the  
real estate that is subject to this Quiet Title Proceeding,  
Defendants.

Any further documents filed of record shall bear the amended caption.

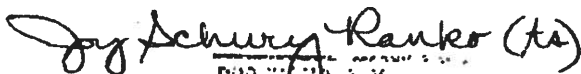
IT IS FURTHER ORDERED THAT any prior references to John Kosky Construction Company, Inc., in any and all pleadings and docket entries, are substituted with John Kosky Contracting, Inc. as a Plaintiff. Any and all references to Plaintiff in this action shall refer to John Kosky Contracting, Inc. only. No corrective pleadings shall be required.

BY THE COURT:

  
Michael J. Lucas J.

Filed the record

ATTEST:

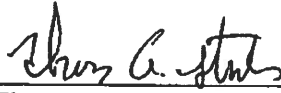
  
PROTHONOTARY  
JOY SCHURY RANKO, PROTHONOTARY  
My Term Expires First Monday in January, 2020

**CERTIFICATE OF RESIDENCE**

I, Thomas A. Steele, Esquire, hereby certify the Tax Billing Address and Owner Mailing Address is as follows:

John Kosky Contracting, Inc.  
P.O. Box 136  
Cuddy, PA 15031-1513

This Instrument was prepared by:



Thomas A. Steele, Esquire  
PEACOCK KELLER, LLP  
70 East Beau Street  
Washington, PA 15301  
(724) 222-4520

**EXHIBIT "A"**

PARCEL ID No.: 220-004-00-00-0034-00 - (106.7 Acres)

PARCEL ID No.: 220-004-00-00-0034-02 - (75.1 Acres)

*Deemston Borough*

DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
201902235

RECORDED ON  
Jan 31, 2019  
10:30:57 AM

Total Pages: 4

RECORDING FEES     \$39.00  
TOTAL PAID         \$39.00

INV: 732627 USER: JP

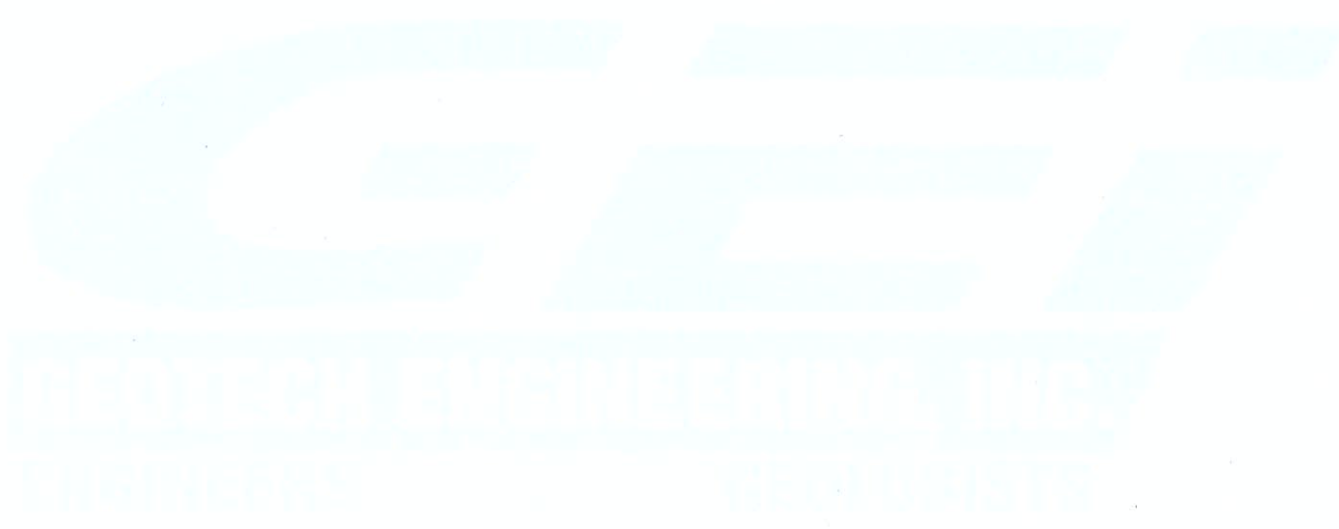


**MAIN OFFICE**  
4031 Allport Cutoff  
Morrisdale, PA 16858  
P: 814-342-7090  
F: 814-342-7099

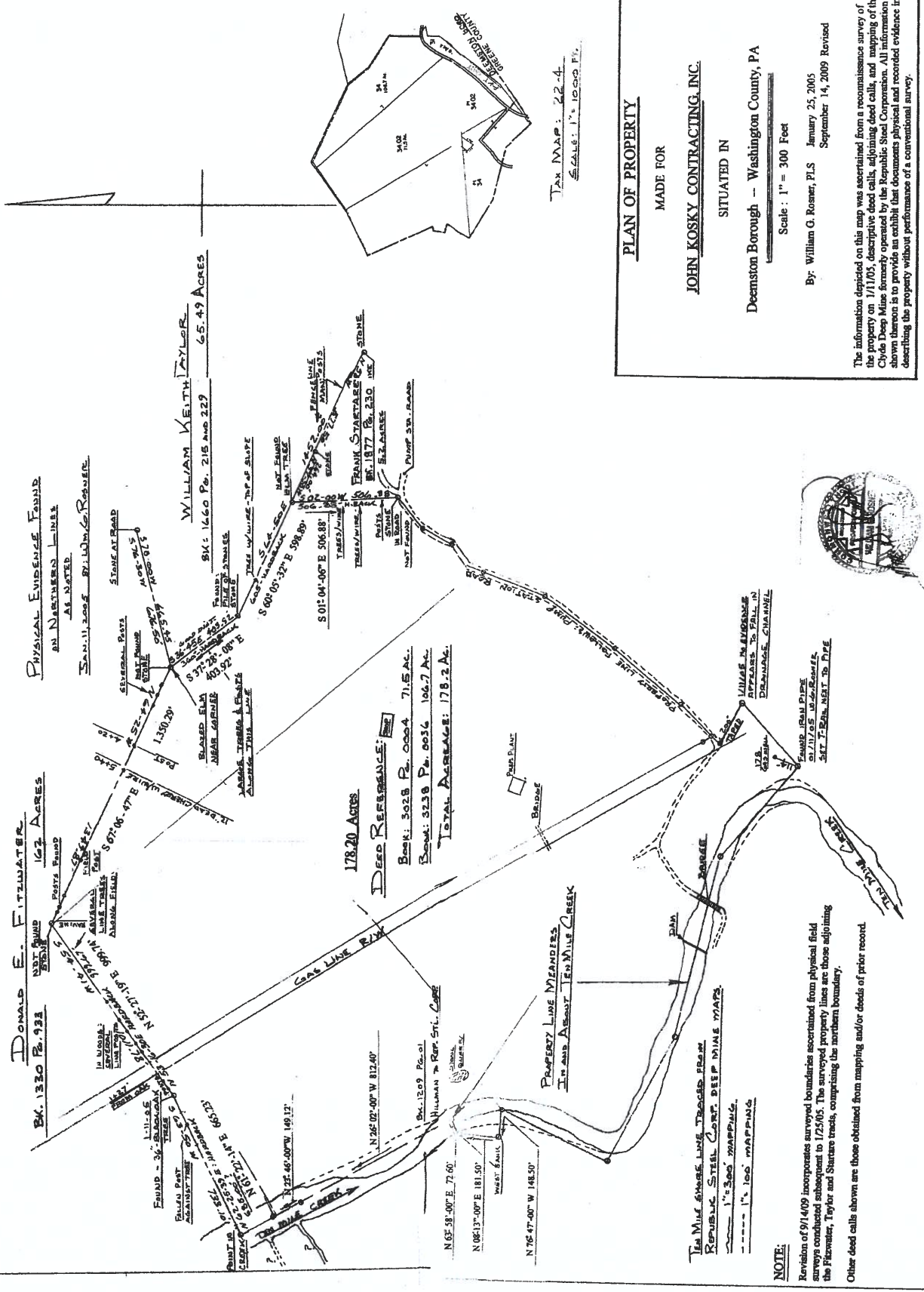
**JOHNSTOWN, PA**  
200 Main Street  
Johnstown, PA 15901  
P: (412) 221-0656

**DuBOIS, PA**  
90 Beaver Drive  
Suite 120-D  
DuBois, PA 15801  
P: 814-371-4660  
F: 814-371-4656

EXHIBIT D



Scale: 1" = 300 FT.



**PLAN OF PROPERTY**  
 MADE FOR  
**JOHN KOSKY CONTRACTING, INC.**  
 SITUATED IN  
 Deenston Borough -- Washington County, PA  
 Scale: 1" = 300 Feet  
 By: William G. Rosner, PLS January 25, 2005  
 September 14, 2009 Revised

The information depicted on this map was ascertained from a reconnaissance survey of the property on 1/11/05, descriptive dead calls, adjoining dead calls, and mapping of the Clyde Deep Mine formerly operated by the Republic Steel Corporation. All information shown thereon is to provide an exhibit that documents physical and recorded evidence in describing the property without performance of a conventional survey.



**NOTE:**  
 Revision of 9/14/09 incorporates surveyed boundaries ascertained from physical field surveys conducted subsequent to 1/25/05. The surveyed property lines are those adjoining the Fitzwater, Taylor and Sartore tracts, comprising the northern boundary.  
 Other dead calls shown are those obtained from mapping and/or deeds of prior record.





**MAIN OFFICE**  
4031 Allport Cutoff  
Morrisdale, PA 16858  
P: 814-342-7090  
F: 814-342-7099

**JOHNSTOWN, PA**  
200 Main Street  
Johnstown, PA 15901  
P: (412) 221-0656

**DuBOIS, PA**  
90 Beaver Drive  
Suite 120-D  
DuBois, PA 15801  
P: 814-371-4660  
F: 814-371-4656

EXHIBIT E

Receipt 92767  
Entered 11-19-1997 10:48:59  
Printed 12-03-1997 10:34:54

KATHY M. MCCULLOUGH-TESTA, RECORDER  
WASHINGTON COUNTY  
1 SOUTH MAIN STREET ROOM 1006  
WASHINGTON, PA 15301

NICHOLAS P BRENLOVE  
401 WASHINGTON AVENUE  
BOX 36  
BRIDGEVILLE, PA 15017

DEED

D 03238-0036 8 pages  
1 SLONE, ROBERT H-TR  
2 KOSKY, JOHN CONTRACTING INC  
\*\*\*\*\* RETURN TO \*\*\*\*\*  
NICHOLAS P BRENLOVE  
401 WASHINGTON AVENUE  
BOX 36  
BRIDGEVILLE, PA 15017  
\*\*\*\*\*

County Fee	35.50
State Writ	.50
State RTT	106.70
RTT - DEEMST	53.35
RTT - BETHLEHEM-CENTE	53.35
Affordable Housing	11.00
	-----

DEED 260.40

Commonwealth of Pennsylvania )  
 )  
County of Washington )

Recorded on Nov 19, 1997



By: \_\_\_\_\_  
RECORDER OF DEEDS  
WASHINGTON COUNTY

This sheet includes required recording and tax information and is part of the official record. DO NOT DETACH

# *This Indenture*

**Made** the *20<sup>th</sup>* day of *December* in the year of our Lord, one thousand nine hundred and ninety-six (1996),

**Between** Robert H. Slone, Trustee in Bankruptcy in the Estate of Mon-Valley Steel Company, Inc., Bankruptcy No. 96-21891-JLC in the United States Bankruptcy Court for the Western District of Pennsylvania, Grantors, parties of the first part;

**AND**

John Kosky Contracting, Inc., party of the second part,

### **WITNESSETH**

Mon-Valley Steel Company, Inc. owned a parcel of real estate located in Deemston Borough, Washington County, Pennsylvania, being 106.7 acres, known as Tax Map No. 220-004-00-00-0034-00 (Surface only), recorded in Deed Book Volume 2388, page 4; and Mon-Valley Steel Company, Inc. having filed an involuntary Chapter 7 Bankruptcy Petition in the United States Bankruptcy Court for the Western District of Pennsylvania at Case No. 96-21891-JLC. Robert H. Slone was appointed Trustee of the Estate by Order of Court, and Trustee was duly qualified and acting pursuant to Seciton 541 of the Bankruptcy Code, brought forth a sale petition for said 106.7 acres free and clear of all liens and encumbrances. By Order of Court dated November 18, 1996, said property was sold to John Kosky Contracting, Inc. in the amount of \$10,670.00, a copy of said Order is being recorded herewith. This was a judicial sale by the bankruptcy Trustee.

*Now this Indenture Witnesseth, That the said party of the first part,  
for and in consideration of the sum of*

~~-----TEN THOUSAND, SIX-HUNDRED SEVENTY and (\$10,670.00)-----~~DOLLARS

*lawful money of the United States, to him in hand paid by the said party of the second part*

*at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has*

*granted, bargained, sold, aliened, released and confirmed, and by these presents does*

*grant, bargain, sell, alien, release and confirm unto the said  
party of the second part*

**ALL** that certain tract of land being 106.7 acres and known as Tax Map. No.

220-004-00-00-0034-00 (Surface only), located in Deemston Borough, Washington  
County, Commonwealth of Pennsylvania, and recorded in Deed Book Volume 2388, page 4.

Exhibit "A"

Together with all and singular, all of the 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 also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever

in law, equity, or otherwise, howsoever, of, in, to or out of the same:

To have and to hold the said property, and all of the hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, their heirs, successors and assigns, to and for the only proper use and behoof of the same party of the second part, their heirs, successors

or assigns, forever,

And the said party of the first part, for their heirs, executors and administrators, do by these presents covenant, promise and agree, to and with the said party of the second part, their heirs, successors and assigns, by these presents, that the said

party of the first part ha not done, committed, or knowingly, or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate or otherwise howsoever.

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

WITNESS:

*[Handwritten signature]*

**MAY NOT**

NOTICE -- THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL HAVE 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 ESTATE OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded documents, if any.]

In Witness Whereof, The said *Robert H. Stone* hereunto sets his hand and seal the day and year first above written.

*Robert H. Stone, Trustee* SEAL  
*of the City of Mann* SEAL  
*Valley Steel Co* SEAL

Scaled and Delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

Commonwealth of Pennsylvania

} ss

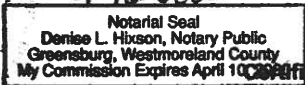
County of Westmoreland

On this the 30th day of December, A.D. 1996, before me, a Notary Public, the undersigned officer, personally appeared Robert H. Stone, Trustee of Est. of Max Valley Steel Co. known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that he they executed the same for the purposes therein contained.

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

Denise L. Hibson
NOTARY PUBLIC (Title of Officer)

My commission expires: 4-10-2000



Member, Pennsylvania Association of Notaries

I, of Mahady & Mahady, do hereby certify that the Grantees' precise residence is P.O. Box 136, Cuddy, PA 15031

Witness my hand this 31st day of Dec., 1996.

Signature of Denise L. Hibson
OF MAHADY & MAHADY

Table with columns: Number, Page, Deed (Adopted), From, To, Fees, \$, Recorded, Vol. Includes address: MAHADY & MAHADY Attorneys at Law 223 South Maple Avenue Greensburg, PA 15601

Commonwealth of Pennsylvania )
County ) SS

Recorded on this \_\_\_ day of \_\_\_, A.D. 19\_\_\_, in the Recorder's Office of the said County, in Deed Book Volume \_\_\_, Page \_\_\_. Given under my hand and seal of the said office, the day and year aforesaid.

Recorder

Exhibit "A"

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

# 74
e.l.v.

IN RE:
MON-VALLEY STEEL COMPANY, INC.,
DEBTOR(S)
\*\*\*\*\*
ROBERT H. SLONE, TRUSTEE,
MOVANT(S)
VS.
MON-VALLEY STEEL COMPANY, INC.;
UNITED STATES OF AMERICA, Internal
Revenue Service; COMMONWEALTH OF
PENNSYLVANIA, Department of Environmental
Protection; COMMONWEALTH OF
PENNSYLVANIA, Department of Revenue;
LEE SUPPLY COMPANY, INC.;
PENNSYLVANIA INDUSTRIAL
DEVELOPMENT AUTHORITY;
COMMONWEALTH OF PENNSYLVANIA,
Department of Commerce; COASTAL LUMBER
COMPANY; COMMERCIAL TESTING AND
ENGINEERING COMPANY; THACKRAY
SUPPLY, INC.; SME INDUSTRIES, INC.;
COMMONWEALTH OF PENNSYLVANIA,
Department of Environmental Resources;
MIDDLE MON INDUSTRIAL DEVELOPMENT
ASSOCIATION; UNITED MINE WORKERS
OF AMERICA, DISTRICT 5; FIRST
BANK NATIONAL ASSOCIATION;
HUNTINGTON NATIONAL BANK OF
PENNSYLVANIA (formerly FIRST NATIONAL
ASSOCIATION); WASHINGTON COUNTY
TAX CLAIM BUREAU;
RESPONDENT(S)

Bankruptcy No. 96-21891-JLC

Chapter 7

Motion No. RHS-7

Filed Under Local Bankr.
Rule 9013.4 (b)

ORDER CONFIRMING SALE OF PROPERTY

THIS 18 day of Nov, 1996, upon consideration of the
Trustee's Motion to sell the real property free and clear of liens and encumbrances, and after Hearing held
November 18, 1996 at 1:30 p.m. on said Motion, the Court finds:

1. That service of Motion for Sale and the Order Setting the Hearing on said Motion for sale of property free and clear of liens and encumbrances, was effected on said Motion for sale, viz;

Date of Service

Name of Lienor and Security

October 15, 1996

All Respondents

2. That sufficient notice of said sale hearing and sale, together with the confirmation hearing thereon, was given to the Creditors and parties in interest by the moving party as shown by Certificate of Service duly filed.

3. That the said sale hearing was duly advertised in the Washington County Reporter on October 31, 1996, and the Observer Reporter on November 8, 1996 as shown by Proofs of Publication duly filed.

4. That at the sale hearing, no higher or better offers were received and no objection to the sale was made.

5. That the price(s) of \$ 100/ACRE + other consideration as outlined is a full and fair price for the property in question, being described in the within Motion.

6. That the purchaser(s) is/are acting in good faith in respect to the sale and in accordance with In Re: Abbotts Dairies of Pennsylvania, Inc., 788 F2d 143 (3rd Cir. 1986).

IT IS ORDERED that the sale of the property, being a 106.7 acre tract of land located in Deemston Borough, Washington County, Pennsylvania as described in Deed Book Volume 2388, page 4, and being Tax Parcel ID No. 220-004-00-00-0034-00 (Surface only), Washington County. This is a sale of the surface only and is hereby confirmed to John Kosky Contracting, Inc. or Assigns for \$ 100/ACRE + other consideration as outlined free and clear of all liens and encumbrances hereinabove described (All real estate taxes for years prior to 1996 are to be paid by purchaser\* The 1996 real estate taxes are to be pro-rated between seller and purchaser); and that the Trustee make, execute and deliver to the purchaser(s) above named the necessary deed and/or other documents required to transfer title to the property purchased upon compliance with the terms of the sale; and it is

FURTHER ORDERED that the above recited liens be, and they hereby are, transferred to the proceeds of sale, if and to the extent they may be determined to valid liens against the sold property, and that the within decreed sale shall be free, clear and divested of said liens; and that after due notice to the lien creditors, and no objection on their parts having been made, the costs of sale and the within bankruptcy proceedings be paid in advance of any distribution to said line Creditors; and it is

FURTHER ORDERED that:

(a) Utica and reclamation contractors shall have reasonable access to the Real Property after the sale in order to perform the Debtor's reclamation obligations to the Commonwealth of Pennsylvania;

(b) the purchaser specifically agrees not to interfere with such reclamation activities;

(c) reclamation shall be accomplished consistent with the reclamation plan and a consent order and adjudication ("CO&A") between the Trustee, the Pennsylvania Department of Environmental

\* BACK TAKES SPLIT EQUALLY BETWEEN SELLER AND PURCHASER.



Protection and Utica which may include, but not be limited to, site excavation (using on-site borrow material), demolition of structures, and regarding of the site;

(d) if the purchaser desires to retain structures (if any) on the site which would otherwise be demolished as part of the reclamation plan, the purchaser agrees to waive whatever demolition rights it might have to such structure(s) as part of the Debtor's reclamation plan; and

(e) the purchaser acquires the Real Property subject to all federal, state and local environmental statutes, rules and regulations.

(f) the purchaser is taking the Real Property subject to the reclamation obligations set forth in the Consent Order and Adjudication ("COA") attached to the Joint Motion to Approve Agreement to Accomplish Reclamation filed by the Trustee and Utica (Motion Number WTG-2) currently pending before this Court, incorporated herein by reference and scheduled for a hearing on November 18, 1996;

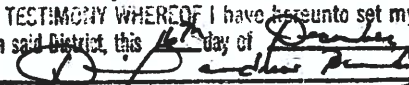
(g) the purchaser, John Kosky Contracting, Inc. ("Kosky"), or related entity or individual, has indicated that in addition to the approximate \$10,000.00 sale price set forth in the Sale Motion, that the buyer would cleanup the PCB spill referenced in the COA at no cost to the estate or to Utica or pay the estate the sum of \$7,000.00;

(h) the purchaser, Kosky, submitted a bid to Utica to do the reclamation on the site as more particularly described on Exhibit 1 attached hereto and incorporated herein by reference. Reclamation accomplished by Kosky is beneficial to the estate because it reduces the size of Utica's claim against the estate;

  
\_\_\_\_\_  
U.S. Bankruptcy Judge

05/17  
1996  
U.S. Bankruptcy Court  
Western District of Pennsylvania  
Pittsburgh

In The United States Bankruptcy Court For The Western District of Pennsylvania I, the undersigned Deputy Clerk, U.S. Bankruptcy Court in and for said District, DO HEREBY CERTIFY that this copy has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.

IN TESTIMONY WHEREOF I have hereunto set my hand at Pittsburgh in said District, this 16<sup>th</sup> day of December, 1996.  
  
\_\_\_\_\_  
Deputy Clerk, U.S. Bankruptcy Court

Receipt 64200  
Recorded 12-20-1996 15:45:46  
Printed 12-20-1996 15:51:31

KATHY M. MCCULLOUGH-TESTA, RECORDER  
WASHINGTON COUNTY  
1 SOUTH MAIN STREET ROOM 1006  
WASHINGTON, PA 15301

NICHOLAS P BRENLOVE  
401 WASHINGTON AVENUE  
BOX 36  
BRIDGEVILLE, PA 15017

DEED

D 03028-0004 6 pages  
1 BLACKMON, JERRY W  
2 JOHN KOSKY CONTRACTING INC  
\*\*\*\*\* RETURN TO \*\*\*\*\*  
DISALLE WILL PICKUP  
\*\*\*\*\*

County Fee	13.50
State Writ	.50
State RTT	215.00
RTT - DEEMST	107.50
RTT - School	107.50
Affordable Housing	11.00
	-----

DEED 455.00

Commonwealth of Pennsylvania )  
County of Washington )

Recorded on Dec 20, 1996

By: Kathy M. McCullough-Testa  
RECORDER OF DEEDS  
WASHINGTON COUNTY

This sheet includes required recording and tax information and is part of the official record. DO NOT DETACH

SPECIAL WARRANTY DEED

MADE the 19<sup>th</sup> day of December in the year  
Nineteen hundred and Ninety-six (1996).

BETWEEN JERRY BLACKMON, trading as BLACKMON'S CONSULTING  
SERVICES, having an office and place of business located at  
Brownsville, Washington County, Pennsylvania 15417, grantor, and

JOHN KOSKY CONTRACTING, INC., having an office and place of  
business located at P.O. Box 136, Cuddy, Pennsylvania 15031,  
grantee.

WITNESSETH, That in consideration of ONE and no/100 (\$1.00)  
Dollars in hand paid, the receipt whereof is hereby acknowledged,  
the said grantor does hereby grant and convey to the said  
grantee,

All that certain piece or parcel of land situate in Deemston  
Borough, County of Washington, Commonwealth of Pennsylvania,  
bounded and described as follows:

BEGINNING at a point, being the northern corner of the tract  
herein described and a corner of lands now or formerly of William  
N. Hawkins, said point also being the point of Beginning of the  
tract of land conveyed by J. H. Hillman & Sons Company to  
Republic Steel Corporation under deed dated October 2, 1964, and  
recorded in Deed Book 1209, at Page 1 in the Washington County  
Recorder of Deeds Office; thence along a line running through  
lands so conveyed by J. H. Hillman & Sons Company to Republic

Steel Corporation, and also extending through lands conveyed by The Hillman Company to Republic Steel Corporation under deed dated March 30, 1978, and recorded in Deed Book 1840, at Page 107 in the Washington County Recorder of Deeds Office, South 39° 03' 55" East, 2684.88 feet to a point on the easterly line of the said lands so conveyed by The Hillman Company; thence along the easterly line of lands so conveyed to Republic by The Hillman Company the following five courses and distances: South 22° 34' 30" West, 299.64 feet to a point; thence South 37° 34' 30" West, 422.40 feet to a point; thence South 43° 04' 30" West, 429.00 feet to a point; thence South 49° 04' 30" West, 226.76 feet to a point; thence North 38° 38' 23" West, 43.77 feet to a point; thence through the said lands conveyed by The Hillman Company to Republic Steel Corporation North 29° 29' 39" West, 784.22 feet to a point; thence North 29° 32' 47" West, 1001.36 feet to a point; thence North 28° 51' 22" West, 1238.92 feet to a point on the westerly line of the said lands conveyed by J. H. Hillman & Sons Company to Republic Steel Corporation; thence along the westerly line of said lands North 53° 16' 30" East, 811.02 feet to the point of Beginning. Containing 71.506 acres more or less (hereinafter referred to as the "Premises").

UNDER AND SUBJECT to leases, easements, covenants, reservations, restrictions, limitations and conditions of record; to easements, covenants, reservations, restrictions, limitations and conditions not of record but which would be disclosed by an inspection of the Premises; to zoning ordinances; to public highways; and to current taxes and assessments.

Grantee, by acceptance of this Indenture, acknowledges that the Premises herein conveyed has in the past been used for coal mining purposes and contains a slurry pond together with coal refuse, and Grantee hereby assumes any and all responsibilities for the reclamation and rehabilitation of the said Premises in compliance with the existing and/or future requirements of Federal, State and/or local laws and regulations applicable thereto, and Grantee, its successors and assigns shall indemnify and hold Grantor harmless from and against any and all claims of every character and kind and by whomsoever asserted arising therefrom.

BEING the same piece or parcel of land conveyed to Jerry Blackmon, trading as Blackmon's Consulting Services, by Deed of Republic Steel Corporation, dated August 25, 1981, and recorded in Deed Book Volume 2041, Page 324.

UNDER AND SUBJECT to all rights-of-way, privileges, and easements, and subject to all exceptions, reservations, and conditions, mentioned, contained or referred to in the last recited deed and in all prior conveyances in the chain of title.

The actual consideration for this conveyance is \$21,500.00.

TAX PARCEL I.D. NO.: 220-004-0000-0034-02.


And the said Jerry Blackmon, trading as Blackmon's Consulting Services, grantor, will warrant specially the property hereby conveyed.

**(If the Grantor has not certified there is such a right of support, the Grantee should note the following.)**

NOTICE - Grantee (hereinafter, whether one or more, called "Grantee") hereby agrees that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

ATTEST:

\_\_\_\_\_

  
\_\_\_\_\_

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

IN WITNESS WHEREOF, the said grantors have hereunto set

their hands and seals, the day and year first above written.

Sealed and delivered  
in presence of

BLACKMON'S CONSULTING SERVICES

\_\_\_\_\_  
\_\_\_\_\_

X Jerry M. Blackmon (Seal)  
Jerry M. Blackmon (Seal)

State of Pennsylvania )  
County of Washington ) ss:

On this, the 11 day of December, 1996,  
before me, the undersigned officer, personally appeared JERRY *also Jerry M. Blackmon*  
BLACKMON, who acknowledged himself to be the Proprietor of  
Blackmon's Consulting Services, and that he executed the  
foregoing instrument for the purposes therein contained.

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

Frank Arcuri

My Commission Expires:

Notarial Seal  
Frank Arcuri, Notary Public  
Washington, Washington County  
My Commission Expires Feb. 8, 1997  
Member, Pennsylvania Association of Notaries

I, N.A. Brularz, do hereby certify the parcel number  
set forth is true and correct and the address of the grantee is:

Box 136, Cuddy, PA 15031

c:\wpdocs\gen\blackmon.del



**MAIN OFFICE**  
4031 Allport Cutoff  
Morrisdale, PA 16858  
P: 814-342-7090  
F: 814-342-7099

**JOHNSTOWN, PA**  
200 Main Street  
Johnstown, PA 15901  
P: (412) 221-0656

**DuBOIS, PA**  
90 Beaver Drive  
Suite 120-D  
DuBois, PA 15801  
P: 814-371-4660  
F: 814-371-4656

EXHIBIT F





DERORAH BARDELLA  
 RECORDER OF DEEDS  
 WASHINGTON, PA  
 PENNSYLVANIA

INSTRUMENT NUMBER  
 202004403

RECORDED ON  
 Feb 21, 2020  
 2:07:44 PM

Total Pages: 5

RECORDING FEES \$71.25  
 TOTAL PAID \$71.25

INV: 760302 USER: NH

RW #: 30106 WO#: 10075122  
 Tax Parcel #: 220-004-00-00-0034-02

**Pennsylvania**  
**GAS PIPELINE EASEMENT GRANT**

**FOR THE CONSIDERATION** of \$10.00 and other good and valuable consideration to the Grantor in hand paid, the receipt of which is hereby acknowledged, I/we, **JOHN KOSKY CONTRACTING, INC.**, whose tax mailing address is Box 136, Cuddy, PA 15031, the landowner(s) of the **SUBJECT PROPERTY**, herein called "Grantor", hereby grants, conveys and warrants unto **PEOPLES NATURAL GAS COMPANY LLC**, a Pennsylvania limited liability company, whose address is 375 North Shore Drive, Pittsburgh, PA 15212, herein called "Grantee", its successors and assigns, the perpetual right to enter on the Subject Property described, at any time that it may see fit, and construct, maintain, operate, inspect, survey, conduct necessary testing, repair, replace parallel to, connect to, change the size of, remove or abandon in place one underground pipeline, including valves, gates, drips, meters, fittings, markers, service line connections, regulators, cathodic protection equipment and other appurtenances, with their housing above or below ground, necessary thereto, for the distribution of natural gas and other gaseous products over, across, through and under the lands described in this agreement, together with the right to excavate and refill ditches and trenches for the location of such pipeline, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the pipeline, with rights of ingress and egress to and from said easement by routes most convenient to the Grantee to said facilities and appurtenances at all times, on the following described land, being the **SUBJECT PROPERTY**.

**SUBJECT PROPERTY**

**SITUATED** in Deemston Borough, Washington County, Pennsylvania, being a tract of land conveyed to Grantor under the date of January 14, 2019, and recorded in the office of the Washington County Recorder of Deeds in Instrument Number 201902235 Tax Parcel Number 220-004-00-00-0034-02.

Bounded substantially by lands now or formerly owned as follows:

- North by Donald Fitzwater
- East by Pump Station Road
- South by Carmella C. Harris
- West by John Kosky Contracting, Inc.

The pipeline laid pursuant to this agreement is to be located within the limits of an easement of a width deemed necessary by the Grantee, but in no event to exceed thirty feet, *[(15') feet on either side of pipeline as laid]*. Said Easement commencing across subject property a distance of 900 feet, more or less as depicted on Exhibit A which is attached hereto and made a part hereof.

Grantor may use and enjoy the SUBJECT PROPERTY, subject to the conditions, restrictions, and provisions of this *GAS PIPELINE EASEMENT GRANT*, expressed and implied, and provided always that such use and enjoyment shall not interfere or be inconsistent in any way with rights, privileges and uses herein granted to the Grantee. Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over said easement area that will interfere with the construction, maintenance or operation of the pipeline or appurtenances constructed hereunder and will not change the grade of such easement by placing fill thereon or removing earth therefrom. Grantee shall have the right to make such changes in the location of said easement as from time to time may be necessary or advisable owing to road construction or relocations, ground slips, migrating streams or other causes beyond the control of the Grantee.

Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantee inflicts upon the Grantor's existing property and/or improvements *[such as but not limited to drain tile, fences, driveways, walks, buildings]* in the process of the Grantee exercising any of its herein declared rights upon the SUBJECT PROPERTY. Any controversy, claim or dispute between and among the parties to this grant concerning damages will be settled by binding arbitration in accordance with and pursuant to the latest Commercial Arbitration Rules of the American Arbitration Association. There shall be three disinterested arbitrators, one chosen by the Grantor, one chosen by the Grantee, and one mutually appointed by the two first chosen arbitrators, to ascertain and determine a settlement of the dispute or claim. The arbitrators' award shall be final. Whatever the conclusion, both the Grantor and Grantee will be responsible to pay one half of the total arbitration costs. With respect to any controversy, claim or dispute that is subject to arbitration under the terms herein, no suit at law or in equity based on an arbitrable dispute or controversy will be instituted by either party, except to enforce the award of the arbitrators. Should any party herein institute any suit in contravention of the terms herein, that party shall bear the costs of any reasonable attorney fees and court costs incurred by the other party.

This *GAS PIPELINE EASEMENT GRANT* is perpetual and shall extend to and be binding upon the Grantor and Grantee, their respective heirs, successors and assigns, whether assigned in whole or in part, and cannot be changed in any way except in writing signed by the Grantor and Grantee.

IN WITNESS WHEREOF, Grantor(s) hereby acknowledge that they understand and agree to all the contents, terms, conditions, restrictions, and effects of this instrument and grant this GAS PIPELINE EASEMENT GRANT, by executing this document on the 12<sup>th</sup> day of February, 2020.

WITNESS:

JOHN KOSKY CONSTRUCTION  
COMPANY, INC.

Sign Jh M. [Signature]

By: [Signature]

Print: John A. Kosky

Title: President

**ACKNOWLEDGMENT**

COMMONWEALTH OF Pennsylvania )  
 ) SS:  
COUNTY OF Allegheny )

ON THIS, the 12<sup>th</sup> day of February, 2020, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_  
John A. Kosty, who acknowledged his self to be  
President of John Kosty Contracting  
\_\_\_\_\_, and that \_\_\_ he as such  
\_\_\_\_\_, being authorized to do so, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation by \_\_\_ self as  
\_\_\_\_\_.

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

Steven J. Dobis II  
Notary Public

My Commission Expires: 11-7-21

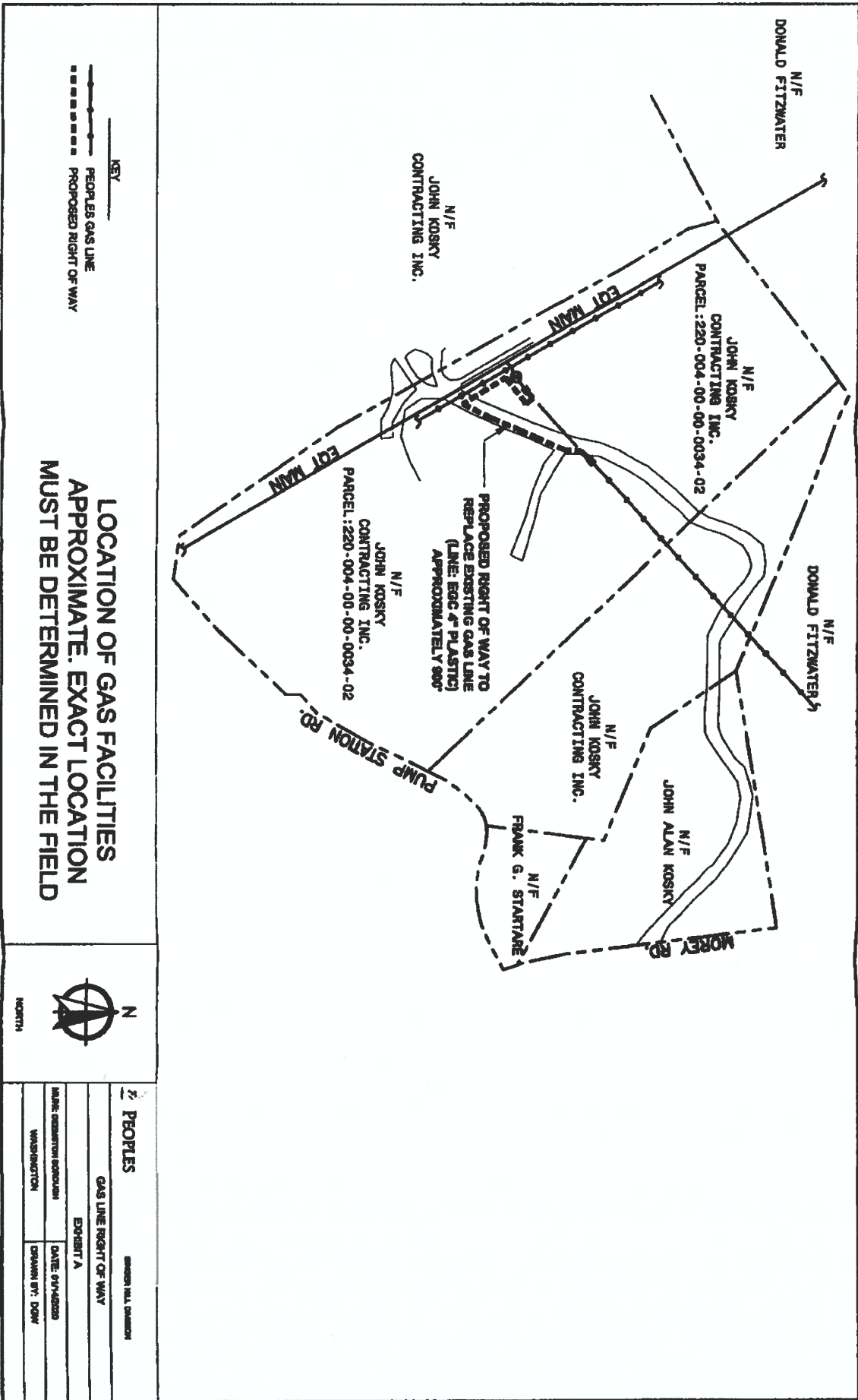
Commonwealth of Pennsylvania - Notary Seal  
Steven J. Dobis II, Notary Public  
Allegheny County  
My commission expires November 7, 2021  
Commission number 1040836  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**One-Call Notification – Pennsylvania laws require all parties to contact the "ONE-CALL SYSTEM" (PA ONE-CALL, 1-800-242-1776) at least 72 hours before digging or excavating.**

FILE: PNG EASEMENT-30106-.doc

After recording please return to:

Janice Saltzman  
Peoples Natural Gas Company  
375 North Shore Drive  
Pittsburgh, PA 15212



LOCATION OF GAS FACILITIES  
 APPROXIMATE. EXACT LOCATION  
 MUST BE DETERMINED IN THE FIELD



PEOPLES		SHERIDAN HILL STATION	
GAS LINE RIGHT OF WAY			
EXHIBIT A		DATE: 07/14/2020	
DATE: 07/14/2020	DESIGNED BY: DDM		
WASHINGTON			