

RECORDED
WESTMORELAND COUNTY, PA.

1996 APR -1 PM 2:27

ASSIGNMENT

James S. Lippe
RECORDER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS

THAT HARRY H. BOLAN AND CYNTHIA E. BOLAN, HUSBAND AND WIFE, for and in consideration of the sum of ONE DOLLAR and other valuable consideration to them in hand paid by ROGER A. GOEBEL AND CHARLENE A. GOEBEL, HUSBAND AND WIFE at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have remised, released, quit-claimed and assigned and by these presents do hereby remise, release, quit-claim and assign unto the said ROGER A. GOEBEL AND CHARLENE A. GOEBEL, HUSBAND AND WIFE, their heirs and assigns all their right, title and interest in and to that certain unrecorded Agreement and Right of Way Agreement, from Carl H. Knox and Cynthia T. Knox, husband and wife to Fox Oil & Gas, said Agreements dated October 10, 1985 (a copy of which is attached hereto and made part hereof).

THE subject property is described as Lot "A" in the Knox Plan No. 1, Hempfield Township, Westmoreland County, PA, as the aforesaid plan is recorded at Plan Book Volume 89, Page 278.

AND the said HARRY H. BOLAN and CYNTHIA E. BOLAN, HUSBAND AND WIFE, hereby covenant that they are the lawful owners of said property rights above referred to, by virtue of an unrecorded Bill of Sale, from James M. Prinkey and Toni K. Prinkey, husband and wife, dated June 11, 1993 (a copy of which is attached hereto and made part hereof.)

WITNESS the due Execution hereof, the 25th day of February, 1996.

Sealed and Delivered
in the Presence of
[Signature]
as to both

)
)
) *[Signature]* SEAL
) HARRY H. BOLAN
) *[Signature]* SEAL
) CYNTHIA E. BOLAN

ACKNOWLEDGEMENT

The undersigned, as grantees of property known as Lot "A" in the Knox Plan No. 1, Hempfield Township, Westmoreland County, PA, do hereby acknowledge receipt of a copy of the above-referenced Agreement and Right of Way Agreement dated October 10, 1985; and further, acknowledge that any and all duties, rights and privileges conveyed and assigned by this Bill of Sale and Assignment are set forth in the above-referenced Agreement and Right of Way Agreement, and in any instruments of record relating to same; and further, acknowledge that it is their responsibility to contact the oil and gas company (or its successors and/or assigns) presently holding title to the aforesaid Agreement and Right of Way Agreement, and to any instruments of record, for the purpose as ascertaining the status of any and all contract (or other) rights, duties and privileges arising from the aforesaid Agreement and Right of Way Agreement; and further acknowledge, that performance and/or enforcement of any rights, duties, and privileges incident to the aforesaid Agreement and Right of Way Agreement must be made by and between the undersigned and the oil and gas company (or its successors and/or assigns); and further, the undersigned hereby hold-harmless Harry H. Bolan and Cynthia E. Bolan, husband and wife, their heirs and assigns from any responsibility, in law or in equity, to comply with or enforce any rights, duties, and privileges incident to the aforesaid Agreement and Right of Way Agreement, dated October 10, 1985, which Agreements are hereby conveyed and assigned to the undersigned.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 29th day of FEB., 1996.

WITNESS:

B. Bolan
and to both

Roger A. Goebel
ROGER A. GOEBEL
Charlene A. Goebel
CHARLENE A. GOEBEL

Commonwealth of Pennsylvania)
County of ~~Westmoreland~~ ^{Allegheny}) SS.

On this the *29th* day of *February*, A.D. 1996
before me, a notary public, the undersigned officer, personally
appeared HARRY H. BOLAN AND CYNTHIA E. BOLAN, HUSBAND AND WIFE,
known to me (or satisfactorily proven) to be the persons whose
names are subscribed to the within instrument and acknowledged
that they executed the same for the purposes therein contained.

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

Renee Ayers
NOTARY PUBLIC

My commission expires

Notarial Seal
Renee Ayers, Notary Public
Monroeville Boro, Allegheny County
My Commission Expires Dec. 21, 1998



Commonwealth of Pennsylvania)
County of ~~Westmoreland~~ ^{Allegheny}) SS.

On this the *29th* day of *February*, A.D. 1996
before me, a notary public, the undersigned officer, personally
appeared ROGER A. GOEBEL AND CHARLENE A. GOEBEL, HUSBAND AND WIFE,
known to me (or satisfactorily proven) to be the persons whose
names are subscribed to the within instrument and acknowledged
that they executed the same for the purposes therein contained.

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

Renee Ayers
NOTARY PUBLIC

My commission expires

Notarial Seal
Renee Ayers, Notary Public
Monroeville Boro, Allegheny County
My Commission Expires Dec. 21, 1998



EXHIBIT "A"

AGREEMENT

BY AND BETWEEN CARL H. KNOX & CYNTHIA I. KNOX, his wife, of RD #2, Greensburg, PA 15601, hereinafter referred to as "Knox", and

FOX OIL & GAS, INC. of 3244 Washington Road, McHurray, Pennsylvania 15317, hereinafter referred to as "Fox",

WHEREAS, Knox is the owner of a tract of land situate in Hempfield Township, Westmoreland County, Pennsylvania, containing 8.036 acres, which is subject to an oil and gas lease, dated December 2, 1941, consisting of 126.6 acres, and recorded in Recorder of Deed's Office in and for Westmoreland County, in Deed Book Volume 1607, Page 406, and

WHEREAS, a portion of the tract covered by the aforementioned lease was conveyed to Knox by deed dated the 11th day of October, 1967, and recorded in the Recorder of Deed's Office in and for Westmoreland County, in Deed Book Volume 1970, Page 833, and the oil and gas was reserved by a predecessor in title, and

WHEREAS, Fox agrees to grant Knox the privilege of using free gas from the proposed Ruff well #3 in exchange for Knox waiving all claims for damages as outlined in the Settlement and Release dated October 10, 1985 attached hereto and made a part of this agreement, and furthermore subject to the following provision:

FREE GAS. Knox is granted the privilege of using a total amount of 200,000 cubic feet of gas annually or such part thereof as Knox may use each year from the gas that Fox may hereafter produce or otherwise have available from the Ruff gas well #3 completed and operated by Fox upon the leased premises, which said amount of 200,000 cubic feet of gas per year Knox shall be entitled to receive free of cost for heat and light in one dwelling house on the leased premises when and as long as Fox may elect to produce or operate said well for the aforesaid purposes upon the leased premises, by Fox laying the necessary lines and making connections at Fox's cost at such point on the demised premises as may be designated by Fox, provided said gas is used with economical appliances and is measured by meter furnished by Fox, placed at a point designated by Fox, with said gas to be used at Knox's own risk and Fox not to be in any way liable for any interruption or insufficient supply of such gas for said domestic use caused by pumping stations, breakage of lines or otherwise, and nothing herein shall prevent Fox from abandoning any well or wells or pipelines on the leased premises and removing the pipe therefrom at any time. If more than 200,000

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for at the rate charged to domestic consumers in the same area, and in case of default Fox is hereby authorized to shut off supply of gas to Knox until said payment is made.

WITNESSETH THAT:

It is hereby agreed by the parties hereto that:

1. Knox is entitled to use the aforementioned free gas in one residential dwelling located on the 8.036 acre tract, which is part of the tract covered by the aforementioned oil and gas lease to Fox.
2. Fox agrees to lay all necessary lines and connections required for the provisions of free gas at Fox's cost. Furthermore, Knox agrees that said gas be measured by a meter furnished by Fox.
3. Fox shall be bound by this agreement when and only so long as Fox may elect to produce and operate the proposed Ruff well #3 under the present oil and gas lease.
4. Nothing herein contained shall be construed to obligate Fox to drill the proposed Ruff well #3 in any way.

EXECUTED this 10th day of October, 1985.

Carl H. Knox
Carl H. Knox

Cynthia T. Knox
Cynthia T. Knox

FOX OIL & GAS, INC.

By: Ernest Kirch Fox Oil & Gas

RIGHT OF WAY AGREEMENT

This agreement made and entered into this 10th day of October, 1985

by and between Carl H. Knox & Cynthia T. Knox, his wife, of Greensburg, PA
of the first part, and Fox Oil & Gas, Incorporated, 3264 Washington Road,
McMurray, PA 15317, its successors and assigns, Westmoreland County, PA of the first part, in

*2.00
C.H.K.
C.T.K.*

consideration of the sum of One dollars (\$ 1.00), the receipt of which is

hereby acknowledged and of the covenants hereinafter contained on the part of Fox Oil & Gas, Incorporated and

its agents, with the covenants of general warranty, for the purpose and rights of ingress, egress, and regress to

construct, repair, and maintain a roadway fifteen (15) foot in width across a tract of land, situate in Hempfield Township, Westmoreland County and State of Pennsylvania, consisting of 0.036

acres, described as follows, to wit:

North: Crock and Marchbanks

East: Route 819

South: Ruff heirs

West: Crock

Description of Right of Way: Ruff well #3 well road. Leave Route 819 (approximately
one-half mile north of Intersection L.R. 64130 and Route 819 in Armstrong) in a
westerly direction 200' on Knox property containing and paralleling property
line of Knox in a westerly direction for 300' and turning 90° north-
westerly direction paralleling Knox south property line for 600' north-
to well site.

The location of the roadway shall be agreed upon between the parties and Fox Oil & Gas, Incorporated

Witness _____ hand and seal this 10 day of Oct, 1985

Witness _____
Witness _____
Witness _____
Witness _____

ATTEST: Carl H. Knox
ATTEST: Cynthia T. Knox
ATTEST: Kirch Fox Oil & Gas
Attest _____

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS,

That James M. Prinkey and Toni K. Prinkey, his wife, of Greensburg, Pennsylvania

parties of the first part, for and in consideration of the sum of ONE DOLLAR and other good consideration----(\$1.00)-----Dollars lawful money of the United States, the parties of the first part in hand paid, at or before the ensoling and delivery of these presents, by Harry K. Bolan and Cynthia E. Bolan, his wife of Greensburg, Pennsylvania parties of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said parties of the second part, the heirs, executors, administrators, successors and assigns thereof.

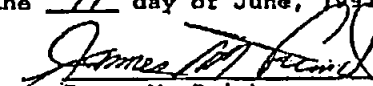
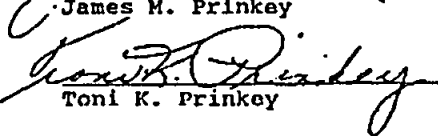
THAT CERTAIN unrecorded Oil and Gas Leases with rights of easement, from Carl H. Knox and Cynthia T. Knox, his wife, to Fox Oil & Gas, dated October 11, 1985. Said rights were assigned by the Knoxs to the Prinkeys by a Bill of Sale dated August 15, 1990.

THE SUBJECT PROPERTY is located in the Township of Hempfield, County of Westmoreland and Commonwealth of Pennsylvania, consisting of 8.036 acres.

Parties of the first part assign any and all Contracts associated with rights of easement, gas usage and all rights, obligation and privileges named within agreements.

TO HAVE AND TO HOLD the same unto the said parties of the second part, their heirs, executors, administrators, successors and assigns thereof forever, and the parties of the first part do covenant and agree to and with the said parties of the second part, to WARRANT AND DEFEND the sale of the said goods and chattels hereby sold unto the said parties of the second part, their heirs, executors, administrators, successors and assigns thereof, against all and every person and persons whatsoever.

IN WITNESS WHEREOF: the parties of the first part have duly executed this Bill of Sale on the 11 day of June, 1991.


James M. Prinkey

Toni K. Prinkey

IN WITNESS WHEREOF: the parties of the second part have duly executed this Bill of Sale on the 13th day of July, 1993.

Harry H. Bolan
Harry H. Bolan

Cynthia E. Bolan
Cynthia E. Bolan

STATE OF Pennsylvania;
COUNTY OF Westmoreland ; SS:

On this 13th day of July, 1993 before me, the subscriber, personally appeared Harry H. Bolan and Cynthia E. Bolan, his wife, to me personall known and known to me to be the same persons described in and who executed the within instrument and they acknowledge to me that they executed the same.

Shirley J. Geary
Notary Public

My Commission Expires:

NOTARIAL SEAL
SHIRLEY J. GEARY, Notary Public
Greensburg, Westmoreland County, PA
My Commission expires Aug. 11, 1994

ACKNOWLEDGMENT

The undersigned, as purchasers of property located at R.D. #2 Box 624C, Greensburg, PA do hereby acknowledge receipt of a copy of the Right of Way and Free Gas Agreement between Fox Oil and Gas, Inc. and Carl H. Knox and Cynthia T. Knox dated October 10, 1985.

The undersigned do further agree to abide by the terms of said original agreement.

WITNESS our hands and seals this 13th day of July 1993.

Harry H. Bolan
Harry H. Bolan

Cynthia E. Bolan
Cynthia E. Bolan

STATE OF Pennsylvania
COUNTY OF Westmoreland SS:

On this 13th day of July, 1993 before me, the subscriber, personally appeared Harry H. Bolan and Cynthia E. Bolan, his wife, to me personally known and known to me to be the same persons described in and who executed the within instrument and they acknowledge to me that they executed the same.

Shirley J. Geary
Notary Public

My Commission Expires:

