

THIS INDENTURE, made the 19th day of September, in the year of our Lord one thousand nine hundred and forty-nine (1949), between LEHIGH VALLEY COAL COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, of the first part, and M. J. RATTERTY, of the City of Scranton, Lackawanna County, Pennsylvania, of the second part, WITNESSETH:

WHEREAS, by deed of special warranty dated July 28, 1949 (intended to be recorded) the party of the first part herein conveyed to the party of the second part herein two (2) acres of surface in the Borough of Laflin, Luzerne County, Pennsylvania; and

WHEREAS, it now appears that there is a claim of title to said two acres by Anna Monahan; and

WHEREAS, the party of the first part is willing to sell to the party of the second part an area of approximately eleven (11) acres of surface adjoining said two acres on the East and fronting on Pennsylvania State Highway Route 515 for approximately 1,260 feet, said eleven acres being particularly described hereinafter, for the sum of One Thousand (\$1,000.00) Dollars, provided the party of the second part releases the party of the first part from any liability upon its warranty by reason of said adverse claim of said Anna Monahan or any other person who may claim title thereto, and the party of the second part is willing to accept said offer;

NOW, THEREFORE, in consideration of the premises, the sum of One Thousand (\$1,000.00) Dollars, and the release by the party of the second part herein of the party of the first part herein from all liability by reason of any adverse claim of title to said two acres of surface, the party of the first part RATH granted, bargained and sold, and by these presents DOETH grant, bargain and sell, to the said party of the second part, his heirs and assigns, the surface of all that certain piece or lot of land situate in the Borough of Laflin, Luzerne County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the southerly right-of-way line of State Highway Route 515, said point being also the northwesterly corner of land conveyed to Louis Samf, et ux, by deed dated December 18, 1946; thence along said land South 43° 30' East 393 feet, more or less, to a point in the southerly line of lands of the party of the first part, being also in the northerly line of the Pennsylvania Coal Company's lands; thence along said land line South 43° 30' West 1260 feet, more or less, to the southeasterly corner of lands conveyed to the party of the second part by deed dated July 28, 1949; thence by said lands of the party of the second part North 46° 30' West 400 feet, more or less, to a point in the above mentioned highway right-of-way line; thence northeast only along said right-of-way line the following nineteen (19) courses and distances, viz: North 43° 30' East 150 feet; South 46° 30' East 5 feet; North 43° 30' East 150 feet; South 46° 30' East 10 feet; North 43° 30' East 150 feet; South 46° 30' East 10 feet; North 43° 30' East 100 feet; South 46° 30' East 20 feet; North 43° 30' East 100 feet; North 46° 30' West 15 feet; North 43° 30' East 100 feet; North 46° 30' West 15 feet; North 43° 30' East 100 feet; North 43° 30' West 5 feet; North 43° 30' East 200 feet; North 46° 30' West 5 feet; North 43° 30' East 100 feet; North 46° 30' West 5 feet and North 43° 30' East 10 feet, more or less, to the place of beginning; CONTAINING eleven (11) acres, more or less.

This conveyance is made subject to right-of-way of the Central Railroad of Pennsylvania as the same now exists upon and across the above described parcel.

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, passages, rights, liberties, privileges, hereditaments and appurtenances whatsoever, unto the said surface of said lot or parcel of ground above described 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 party of the first part, in law, equity, or otherwise howsoever, of, in, to or out of the same.

SECOND: That the said coal and minerals will, in process of time, be mined out and entirely removed, and by reason of this mining out and entirely removing, or by reason of the driving, making and using tunnels, passages and ways, for the purposes of mining and removal of said coal and minerals, from under the surface hereby sold, or from under the surface of any adjacent or adjoining lands, or by reason of the removal of pillars of coal, or by reason of the decay or removal of props or other supports of the roof of the mines, the surface or right of soil aforesaid will or may be endangered or actually damaged.

THIRD: That the knowledge of these facts has entered into and essentially affected the contract between the parties hereto and has reduced proportionately as well the value of said surface as also the consideration herein agreed to be paid therefor.

FOURTH: That this conveyance has been made at the solicitation of the said party of the second part, with full knowledge and notice of all the facts, and is delivered to and accepted by him upon the express condition that, in the reduction made in the consideration money as aforesaid, the damage which will or may accrue at any time or times to any person or persons or to said surface or to any improvement or improvements now or hereafter erected thereon, has been liquidated and paid, and any right of action for such damage against the said party of the first part, its successors, lessors or assigns, has been extinguished.

AND the said party of the second part, for himself, his heirs and assigns, DOth hereby expressly release the said party of the first part, its successors, lessors and assigns, and the said coal and other minerals, from any easement or duty of support whether vertical or lateral to the said surface.

AND the said party of the first part, for itself and its successors, DOth by these presents covenant, promise, grant and agree, to and with the said party of the second part, his heirs and assigns, that it, the said party of the first part, and its successors, the said above-described promises, with the appurtenances (excepting and reserving as hereinafore excepted and reserved, and subject to the said rights and privileges as excepted and reserved, and all and singular the conditions and covenants hereinbefore expressed and contained), unto the said party of the second part, his heirs and assigns, against it, the said party of the first part, and its successors, and against all and every other person and persons whomsoever, lawfully claiming or to claim the same or any part or parcel thereof, by, from, through or under it, shall and will WARRANT and forever DEFEND by these presents.

LEHIGH VALLEY COAL COMPANY doth hereby constitute and appoint J. A. MOSS to be its Attorney for it and in its name and as and for its corporate act and deed to acknowledge this Indenture 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 parties hereto have duly executed this Indenture the day and year first above written.

DECATING
APPROVED
YORK AND
CONVENTIONS
APPROVED
FORM
APPROVED

LEHIGH VALLEY COAL COMPANY,
By
Vice President

Attest:

Secretary

(SEAL)
M. J. Rafferty



THIS INDENTURE, made the 19th day of September, in the year of our Lord one thousand nine hundred and forty-nine (1949), between LEHIGH VALLEY COAL COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, of the first part, and M. J. RAFFERTY, of the City of Scranton, Lackawanna County, Pennsylvania, of the second part, WITNESSETH:

WHEREAS, by deed of special warranty dated July 28, 1949 (intended to be recorded) the party of the first part herein conveyed to the party of the second part herein two (2) acres of surface in the Borough of Laflin, Luzerne County, Pennsylvania; and

WHEREAS, it now appears that there is a claim of title to said two acres by Anna Monahan; and

WHEREAS, the party of the first part is willing to sell to the party of the second part an area of approximately eleven (11) acres of surface adjoining said two acres on the East and fronting on Pennsylvania State Highway Route 515 for approximately 1,260 feet, said eleven acres being particularly described hereinafter, for the sum of One Thousand (\$1,000.00) Dollars, provided the party of the second part releases the party of the first part from any liability upon its warranty by reason of said adverse claim of said Anna Monahan or any other person who may claim title thereto, and the party of the second part is willing to accept said offer;

NOW, THEREFORE, in consideration of the premises, the sum of One Thousand (\$1,000.00) Dollars, and the release by the party of the second part herein of the party of the first part herein from all liability by reason of any adverse claim of title to said two acres of surface, the party of the first part HATH granted, bargained and sold, and by these presents DOth grant, bargain and sell, to the said party of the second part, his heirs and assigns, the surface of all that certain piece or lot of land situate in the Borough of Laflin, Luzerne County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the southerly right-of-way line of State Highway Route 515, said point being also the northwesterly corner of land conveyed to Louis Sari, et ux, by deed dated December 18, 1946; thence along said Sari land South 48° 30' East 395 feet, more or less, to a point in the southerly line of lands of the party of the first part, being also in the northerly line of the Pennsylvania Coal Company's lands; thence along said land line South 48° 30' West 1260 feet, more or less, to the southeasterly corner of lands conveyed to the party of the second part by deed dated July 28, 1949; thence by said lands of the party of the second part North 48° 30' West 400 feet, more or less, to a point in the above mentioned highway right-of-way line; thence northeasterly along said right-of-way line the following nineteen (19) courses and distances, viz: North 43° 30' East 150 feet; South 46° 30' East 5 feet; North 43° 30' East 150 feet; South 46° 30' East 10 feet; North 43° 30' East 150 feet; South 46° 30' East 10 feet; North 43° 30' East 100 feet; South 46° 30' East 20 feet; North 43° 30' East 100 feet; North 46° 30' West 15 feet; North 43° 30' East 100 feet; North 46° 30' West 15 feet; North 43° 30' East 100 feet; North 46° 30' West 5 feet; North 43° 30' East 300 feet; North 46° 30' West 5 feet; North 43° 30' East 100 feet; North 46° 30' West 5 feet and North 43° 30' East 10 feet, more or less, to the place of beginning; CONTAINING eleven (11) acres, more or less.

This conveyance is made subject to right-of-way of the Central Railroad of Pennsylvania as the same now exists upon and across the above described parcel.

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, passages, rights, liberties, privileges, hereditaments and appurtenances whatsoever, unto the said surface of said lot or parcel of ground above described belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, in law, equity, or otherwise howsoever, of, in, to or out of the same.

EXCEPTING AND RESERVING to the party of the first part, its successors, lessees and assigns, all the oils, fossil or mineral coal, fire-clay, iron and other ores and all mineral deposits that may be found under the surface within the boundaries of the above-mentioned and described lot or piece of land, and under the surface of any adjacent or adjoining lands, with the entire and exclusive right to mine, dig and carry away the same, and to pass into and through said land or lands, or any other lands, in all directions, and to excavate and use the said land or lands below the surface for all purposes necessary or convenient in mining coal, ores or minerals, under said described lot or piece of land, or under any other land or lands, as fully and freely as if this grant had not been made, without making any compensation therefor to the said party of the second part, his heirs and assigns, and without incurring in any event any liability whatsoever to the party of the second part, his heirs or assigns, or to any person or party, for any injury that may be done to any person or persons, or to the surface or to any improvement or improvements now or hereafter erected thereon, by reason of the mining and removal of all or any part of said coal or other minerals, whether under the lot or piece of land above described or elsewhere; AND EXCEPTING AND RESERVING ALSO, all running springs and streams of water on the surface of the ground which may at any time hereafter be diverted by the said party of the first part, or its successors, lessees and assigns, if it should be deemed expedient for its or their use; and also the right to divert such streams and to wholly use and exhaust the waters thereof; and to discharge into such streams, mine water and coal dirt or culm, and any other matter; and also the right of laying water, steam and gas pipes through or under said surface, doing as little damage as practicable; and also the right of making and using drifts and tunnels through and under the said lot or piece of ground in all directions, for mining purposes, on the same or adjoining land; and also the right to put up air-holes or shafts through the said surface; also the right to put down bore-holes.

ALSO, FURTHER EXCEPTING AND RESERVING unto the said party of the first part, and its successors, lessees and assigns, the right at all times to make, use and keep in repair, forever, any railroad or railroads through, along and across any and all streets, roads, lanes and alleys now laid out, or which may be hereafter laid out, over or adjoining the said surface.

TO HAVE AND TO HOLD all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances (excepting and reserving as herein excepted and reserved, and subject to all and singular the conditions and covenants herein expressed and contained) unto the said party of the second part, his heirs and assigns, to the only proper use and behoof of the said party of the second part, his heirs and assigns, forever.

AND this indenture is made, delivered and accepted upon the express condition, that as well the said party of the first part, as also its successors, lessees and assigns, shall be and continue to be wholly free and discharged from any and all liability, in any form whatever, for any damage of any nature whatsoever which may happen or accrue to the party of the second part, his heirs or assigns, or to the surface or to any person or persons or to any improvement or improvements on the said surface erected or to be erected, by reason of the mining out and removal, in whole or in part, of the said coal or minerals from under said surface, or any adjacent or adjoining surfaces. And this condition and covenant, in addition to and not in qualification of all other legal effect and results, shall so operate and take effect as though an express release and discharge to the said party of the first part, its successors, lessees and assigns, from all and every liability for any such injury or damage had been specially in due form of law and upon sufficient consideration executed and delivered by the party of the second part, his heirs, executors, administrators and assigns, to the party of the first part, its successors, lessees and assigns.

AND IT IS FURTHER COVENANTED AND AGREED by the party of the second part, for himself, his heirs, executors, administrators and assigns, as follows:

FIRST: That the surface or right of soil hereby conveyed is understood among other things, with coal and other minerals, which or any right of any part in and to which are not included in, and do not in any manner pass by, this conveyance.