

## GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement is made this 10th day of February, 2020, by **BEAR KNOB HOLDINGS LLC**, a West Virginia limited liability company, ("**Grantor**"), in favor of **ALLSTAR ECOLOGY LLC**, a West Virginia limited liability company ("**Grantee**"), with the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ("EPA")**, the **WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("WVDEP")**, and the **UNITED STATES ARMY CORPS OF ENGINEERS ("USACE")** (the preceding three parties referred to collectively as the "**Third Parties**") as third-party beneficiaries and **ANTERO RESOURCES CORPORATION ("Antero")** as an additional third party beneficiary, each with rights as provided in this Grant of Conservation Easement, pursuant to the West Virginia Code, Chapter 20, Article 12, Conservation and Preservation Easements Act, § 20-12-2 et. seq.

### WITNESSETH:

**WHEREAS**, Grantor is the owner of certain tracts of land located in Upshur County, West Virginia and being a portion of the property conveyed to the Grantor by deed recorded in Deed Book No. 531, at page 404, in the Office of the Clerk of the County Commission of Upshur County, West Virginia (the "**Property**"), comprising 51.54 acres, more or less, and more particularly described in the attached **Exhibit A**, and incorporated by reference; and

**WHEREAS**, the Conserved Area possesses open space and natural values (collectively, "**Conservation Values**") of great importance to Grantor, the people of Upshur County, and the people of the State of West Virginia, and all current and future generations of mankind; and

**WHEREAS**, the Legislature of the State of West Virginia has recognized the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia; and

**WHEREAS**, Grantee qualifies as a "holder" pursuant to W. Va. Code § 20-12-3; and

**WHEREAS**, Grantor, having the authority to do so, intends to enter into this instrument in order to grant to Grantee a Conservation Easement, as defined below, on the Property to restrict subsequent disturbance and/or development of the Conserved Area in perpetuity; and

**WHEREAS**, Grantee affirms that this Conservation Easement represents a unique and valuable asset to the quality of life in Upshur County and the state of West Virginia and that by the acceptance of this Conservation Easement that it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination. Grantee

agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Conserved Area for the benefit of this generation and the generations to come in the future; and

**WHEREAS**, preservation of the Conserved Area is consistent with a central objective of a Consent Decree in the matter of *United States of America, et al., v. Antero Resources Corporation*, Civil Action No. 1:19-CV-20 (“Antero CD”), Grantor and Grantee agree that USACE, EPA, and WVDEP, and their successor agencies (collectively “Third Parties”), are third-party beneficiaries under this conservation easement, and Antero, an additional third-party beneficiary under this conservation easement, except that nothing herein creates a property interest in the Federal Government or the State of West Virginia with regard to the Conserved Area;

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the interests held mutually by Grantor and Grantee in preservation of the environment, as well as the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of West Virginia, GRANTOR hereby **GRANTS** and **CONVEYS** to **GRANTEE**, with covenants of **GENERAL WARRANTY**, a conservation easement in perpetuity over the Conserved Area of the Property (“**Conservation Easement**”), of the nature and character as follows:

1. Grantor hereby conveys, transfers, assigns and grants to Grantee a Conservation Easement with respect to the Conserved Area.
2. This Grant of Conservation Easement shall be a burden upon and shall run with the Conserved Area, and shall bind Grantor, its successors and assigns, in perpetuity.
3. The following activities are prohibited in the Conserved Area, except as necessary for the control of alien invasive or noxious plant or animal species or as necessary to accomplish restoration and/or mitigation described in Paragraph 9:
  - a. Removal, excavation, dredging, or disturbance of the surface;
  - b. Dumping of, storage of, or filling with soil, rock, biological material, trash, ashes, garbage, waste, or other materials;
  - c. The drainage or disturbance of the water level or the water table, except for pre-existing or approved project-related stormwater discharges and any maintenance associated with those stormwater discharges. All pre-existing or approved project-related drainage/storm water discharge features should be shown on the

accompanying plat map or approved plan and attached to this Deed or as set forth in the Permit;

- d. Installation of structures. The construction of man-made structures, including but not limited to, the construction, removal, placement, preservation, maintenance, alteration, or decoration of any buildings, roads, utility lines, billboards, or other advertising. This restriction does not include deer stands, bat boxes, bird nesting boxes, bird feeders, duck blinds, and the placement of signs for safety purposes or boundary demarcation;
- e. Placement of pavement or other impervious materials;
- f. Alteration of the existing pattern of vegetation through removal, destruction, or planting of vegetation;
- g. Except to the extent necessary to return the Conserved Area to a use consistent with its use prior to Antero's initial entry onto the Conserved Area, conversion of, or expansion into, any portion of the Conserved Area for use of agricultural, horticultural, aquacultural, silvicultural, livestock production, or grazing activities. This prohibition also includes conversion from one type of these activities to another (e.g., from agricultural to silvicultural);
- h. The use of fertilizers, herbicides or pesticides. The use of herbicides, insecticides, or pesticides, or other chemicals, except for as may be necessary to control invasive species that threaten the natural character of the Conserved Area. State-approved municipal application programs necessary to protect the public health and welfare are not included in this prohibition;
- i. Removal, clearing, pruning, or mowing of live vegetation, including trees, , except for pruning, cutting or removal for:
  - 1) safety purposes; or
  - 2) control in accordance with accepted scientific forestry management practices for diseased or dead vegetation; or
  - 3) control of non-native species and noxious weeds; or
  - 4) Scientific or nature study; or
  - 5) Grantor has received written approval of Grantee;
- j. The use of the Conserved Area to provide required open space for the development or subdivision of another property or to determine any other

permissible residential, commercial or agricultural uses of another property; or any legal or de facto division, subdivision or portioning of the Conserved Area;

- k. Any other use of or activity in the Conserved Area that is inconsistent with the purpose of this Grant of Conservation Easement.

The Grantor may otherwise use the Property for any purposes that are not expressly prohibited herein and in a manner that is not inconsistent with the purposes of this Grant of Conservation Easement.

- 4. Grantor shall record this Grant of Conservation Easement in the Office of the Clerk of the County Commission of Upshur County, West Virginia within sixty (60) days of the effective date of this Grant of Conservation Easement. Grantor shall provide Grantee, Antero, and Third Parties with proof of recordation and give notice of this Grant of Conservation Easement to current record title holders of easements determined by the title search referenced in Section 5 hereof in the Conserved Area within thirty (30) days of recording with the County Clerk.
- 5. Notwithstanding any provisions to the contrary, this Grant of Conservation Easement is subject to and subordinate to any existing and duly recorded rights with respect to the Conserved Area. All structures, infrastructure, as well as all pre-existing easements or other duly recorded rights in the Conserved Area identifiable through a title search extending to documents placed of record within twenty (20) years prior to the date of this Grant of Conservation Easement, shall be indicated on **Exhibit B**, which is attached to this instrument. **Exhibit A** includes a reference to the most recent property deed for the Property, as well as a legal description and plat sufficient to identify the boundaries of the Conserved Area. Grantor certifies to Grantee and Third Parties that to Grantor's actual knowledge, based on the aforesaid title search, there are no previously granted easements existing in the Conserved Area that interfere or conflict with the purpose of this Grant of Conservation Easement.
- 6. All mortgages and deeds of trust granted or entered into after the date hereof affecting the Conserved Area will be subordinate to the rights of Grantee under this Grant of Conservation Easement.
- 7. Grantee, Antero and Third Parties shall have the right to:
  - a. enter upon the Conserved Area for the purpose of inspecting the Conserved Area to determine compliance with the purposes and terms of this Grant of Conservation Easement, or for any other purpose authorized by this easement or by the Antero CD. When practicable, such entry shall be upon prior reasonable

notice to the property owner. This right of entry is in addition to and does not limit any right of entry otherwise granted by Federal or State law;

- b. take any and all action within the Conserved Area necessary to address a situation that poses an immediate risk to health, life, property or the environment; and
  - c. take any and all action within the Conserved Area required by Federal or State law or approved by the Third Parties.
8. In the event of a breach of this Conservation Easement by Grantor or another party, Grantee and/or Third Parties shall notify Grantor of the breach. If Grantor fails to take corrective action within 60 days of such notice, Grantee and/or Third Parties may undertake actions to effect such corrective action, including bringing a judicial action against any person(s) or entity(ies) violating or attempting to violate this Conservation Easement: provided, however, that no violation of this Conservation Easement shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing party shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. The costs of breach, correction and/or restoration, including Grantee's and/or Third Parties' expenses, court costs, and attorney's fees, shall be paid by Grantor, provided Grantor is determined to be responsible for the breach. Enforcement shall be at the discretion of Grantee and/or Third Parties, and no omissions or delay in acting shall constitute a waiver of any enforcement right. These rights are in addition to, and shall not limit, enforcement rights available under other provisions of law or equity, under any applicable permit or certification, or under the Antero CD.
  9. Antero and/or its contractors shall have the right to enter upon the Conserved Area for the purpose of performing any work required by a restoration or mitigation plan approved under the Antero CD, including construction, planting, maintenance, monitoring, long-term management, or any other restoration, enhancement, or mitigation work specified therein, provided such work is conducted in accordance with such approved plan.
  10. Grantor shall provide Grantee, Antero and Third Parties written notice of any transfer or change in ownership of, or of the execution of any subsequent easement affecting, any portion of the Conserved Area, including but not limited to the name and address of the new owner at least thirty (30) days prior to the transfer or change in ownership, or execution of such easement.
  11. Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Easement will be inserted in any subsequent deed, subdivision deed, lease, sub-lease or other legal instrument by which Grantor divests itself of any interest in any portion of the Conserved Area. Notwithstanding the failure of Grantor to include the terms and

restrictions of this instrument, it shall run with the land and be binding on all heirs, successors and assigns.

12. Any notice, demand, request, consent, approval or communication under this Conservation Easement shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor:

1582 Meadowdale Road  
Fairmont, WV 26554

To Grantee:

1582 Meadowdale Road  
Fairmont, WV 26554

To Antero:

Alvyn A. Schopp  
Chief Administrative Officer &  
Regional Senior Vice President  
Antero Resources Corporation  
1615 Wynkoop Street  
Denver, CO 80202

W. Henry Lawrence  
Steptoe & Johnson PLLC  
400 White Oaks Boulevard  
Bridgeport, WV 26330

To Third Parties:

TO EPA:

Pamela J. Lazos  
Senior Assistant Regional Counsel  
Office of Regional Counsel  
United States Environmental Protection Agency  
Region III  
MC 3RC20

1650 Arch St.  
Philadelphia, PA 19103-2029

Associate Director, Office of Environmental Programs  
Environmental Assessment and Innovation Division  
United States Environmental Protection Agency  
Region III  
MC 3EA40  
1650 Arch St.  
Philadelphia, PA 19103-2029

TO THE CORPS:

Dana M. Adipietro  
Assistant District Counsel  
U.S. Army Corps of Engineers  
Pittsburgh District  
1000 Liberty Ave., 22nd Floor  
Pittsburgh, PA 15222

Jon T. Coleman  
Chief, Southern Section, Regulatory Branch  
U.S. Army Corps of Engineers  
Pittsburgh District  
1000 Liberty Ave., 22nd Floor  
Pittsburgh, PA 15222

Paul J. Loftus  
Deputy District Counsel  
U.S. Army Corps of Engineers  
Huntington District  
502 8th Street  
Huntington, WV 25701

Lee A. Robinette  
Chief, Energy Resource Branch  
U.S. Army Corps of Engineers  
Huntington District  
502 8th Street  
Huntington, WV 25701

TO WVDEP:

Chief Inspector  
Environmental Enforcement  
West Virginia Department of Environmental Protection  
601 57th St.  
Charleston, WV 25304

Chief  
Office of Oil and Gas  
West Virginia Department of Environmental Protection  
601 57th St.  
Charleston, WV 25304

13. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.
14. Grantor reserves to itself, its successors or assigns, all rights as owners of the Property, including the right to engage in all uses of the Conserved Area not inconsistent with the purpose and terms of this Conservation Easement and the right to manage the Conserved Area in accordance with the provisions of the West Virginia Conservation and Preservation Easements Act, West Virginia Code 20-12-1, *et seq.*
15. This instrument conveys no additional right of access by the general public to any portion of the Property.
16. Grantor shall be responsible for acts of its own negligence consistent with the provisions of the West Virginia Conservation and Preservation Easements Act, West Virginia Code 20-12-1, *et seq.*
17. This Grant of Conservation Easement shall survive any merger of the fee and restriction interest in the Conserved Area.
18. Upon prior written notice to Grantor, Antero and Third Parties, Grantee may assign its rights under this Grant of Conservation Easement to any qualified holder satisfying the definition set forth in West Virginia Code Chapter 20-12-3. No assignment may be made unless Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purposes and terms of this Grant of Conservation Easement. If any such assignee ceases to exist, ceases to be a qualified holder under West Virginia Code Chapter 20-12-3, or abandons this easement or the rights and duties of enforcement



herein set forth, or if proceedings are instituted for condemnation of this Grant of Conservation Easement, the Conservation Easement and rights of enforcement shall revert to Grantee. If Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then the Court shall appoint a successor using the doctrine of *cy pres*.

19. Taxes, Insurance.

- a. Grantor shall keep Conserved Area free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- b. Grantor agrees to pay any real estate taxes or other assessments levied on the Conserved Area. If Grantor becomes delinquent in payment of said taxes or assessments, such that a lien against the land is created, Grantee, at its option, shall, after written notice to Grantor, have the right to purchase and acquire Grantor's interest in the Conserved Area or to take such other actions as may be necessary to protect Grantee's interest in the Conserved Area and to assure the continued enforceability of this Grant of Conservation Easement.

20. Eminent Domain, Proceeds.

- a. Whenever all or part of the Conserved Area is taken in the exercise of eminent domain so as to substantially abrogate the restrictions imposed by this Conservation Easement, the Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking, and all incidental and direct damages due to the taking.
- b. In the event that all or a portion of this Conserved Area is sold, exchanged, or involuntarily converted following an extinguishment or the exercise of eminent domain, Grantee shall be entitled to the proceeds of such sale, exchange or conversion. Grantee shall use its share of the proceeds in a manner consistent with the purpose of this Grant of Conservation Easement, and in consultation with Third Parties.

21. Miscellaneous.

- a. The laws of the State of West Virginia shall govern the interpretation and performance of this Grant of Conservation Easement.
- b. If any provision of this Grant of Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the

provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

- c. This Grant of Conservation Easement sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this Grant of Conservation Easement shall be valid or binding unless contained in a writing executed by the parties hereto.
  - d. The covenants, terms, conditions, and restrictions of this Grant of Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and all parties having or acquiring any right, title, or interest in the Conserved Area, including holders of subdivision deeds, and shall continue as a servitude running in perpetuity with the Conserved Area.
  - e. The captions in this Grant of Conservation Easement have been inserted solely for convenience of reference and are not a part of this Grant of Conservation Easement and shall have no effect upon construction or interpretation.
  - f. Execution of this Grant of Conservation Easement does not constitute a waiver of the rights or ownership interest of the State of West Virginia in public trust property.
  - g. This Grant of Conservation Easement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.
22. Notwithstanding anything contained herein to the contrary, except for de minimis modifications as discussed below, any modification or termination of this Grant of Conservation Easement shall require the prior written approval of Grantee, its successors or assigns, and Third Parties. Amendments to this Grant of Conservation Easement must be in writing by all parties hereto, and must be consistent with the conservation purposes of this Grant. Grantor shall record any modification or termination of this Grant of Conservation Easement in the Office of the Clerk of the County Commission of Upshur County, West Virginia within sixty (60) days of executing such a modification or termination. Grantor shall provide Grantee, Antero and Third Parties with proof of recordation within thirty (30) days of recording with the County Clerk. Grantor reserves unto itself the right to undertake de minimis modifications of the Conserved Area that are approved by Grantee. A "de minimis modification" is a modification that results in an

increased level of protection of or does not affect the natural resources protected by the Conservation Easement.

23. For any modification, transfer, conveyance, or assignment accomplished under paragraphs 10, 18 or 22, Grantor shall amend this instrument by preparing and submitting to Grantee for review and approval:
  - a. A revised plan and metes-and-bounds description for the area to be preserved under the modified Conservation Easement (hereinafter the "Modification Documents"); and
  - b. An Amended Grant of Conservation Easement that reflects the modifications to the original Conservation Easement, the justification for the modification, and that also includes the deed book and page of the title deed for the property or properties subject to the modified Conservation Easement set forth in the Modification Documents.
24. Grantor shall record the documents listed in paragraph 23, above, in the same manner and place as this original Grant of Conservation Easement was recorded.
25. This Grant of Conservation Easement may only be removed pursuant to West Virginia Code 20-12-4 and consistent with this Grant of Conservation Easement.

**TO HAVE AND TO HOLD** unto Allstar Ecology LLC, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed by this Grant of Conservation Easement shall not only be binding upon Grantor but also upon its agents, personal representatives, executors, assigns, and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Conserved Area.

The total consideration paid for the Conservation Easement conveyed herein is one thousand dollars (\$1,000.00).

IN WITNESS WHEREOF, the Grantor and Grantee, intending to legally bind themselves, have set their hands and seals on the date first written above and direct Grantee to ensure that this instrument be recorded in the Office of the Clerk of the County Commission of Upshur County, West Virginia.

GRANTOR:  
Bear Knob Holdings LLC, a West

Virginia limited liability company

By:  \_\_\_\_\_  
Its Member

**ACCEPTANCE BY GRANTEE:**  
Grantee accepts the rights and  
responsibilities conferred by this  
Grant of Conservation Easement.

 \_\_\_\_\_  
Ryan Ward  
*Manager/Member of AllStar  
Ecology LLC*

STATE OF WEST VIRGINIA

COUNTY OF Marion, to-wit:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2020, by Greg Short the member of **Bear Knob Holdings LLC**, a West Virginia limited liability company.

My commission expires: June 26, 2024



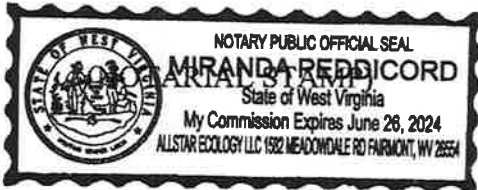
Miranda Peddicord  
NOTARY PUBLIC

STATE OF WEST VIRGINIA

COUNTY OF Marion, to-wit:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2020, by Ryan Ward, as Member/Manager of Allstar Ecology LLC.

My commission expires: June 26, 2024



Miranda Peddicord  
NOTARY PUBLIC

This instrument jointly prepared by Stephens Law Office and Steptoe & Johnson PLLC.

After recording please return to: Ryan Ward, Allstar Ecology, LLC, 1582 Meadowdale Road, Fairmont, WV 26554



# Mountain State Land Surveying

342 Sandstone Drive, Lost Creek, West Virginia 26385 304-476-8668

## Description of Conservation Easement For Bear Knob Holdings LLC.

### Being part of Tax Map 4C Parcel 7.1

A tract or parcel of land lying and being situate on the waters of Hackers Creek, in Warren District, Upshur County, West Virginia, more particularly described as follows:

#### BKOMP CONSERVATION EASEMENT 1

Beginning at a T-Post, set, from which a 5/8-inch rebar with cap, set, corner to Bear Knob Holdings LLC (TM 4C Parcel 7.1) and corner to Richard A. Marple and Arveda K. Marple (TM 4C Parcel 4), bears N 24-36-15 E 1,072.29 feet, thence through the lands of said Bear Knob Holdings LLC (TM 4C Parcel 7.1) for twelve (12) new lines;

N 61-53-55 E 174.92 feet to a T-Post, set, thence;

N 74-19-20 E 108.62 feet to a T-Post, set, thence;

S 29-28-20 W 36.84 feet to a T-Post, set, thence;

S 37-16-10 W 205.78 feet to a T-Post, set, thence;

S 29-54-35 W 73.99 feet to a T-Post, set, thence;

S 05-03-50 W 267.93 feet to a T-Post, set, thence;

S 43-03-10 W 127.18 feet to a T-Post, set, from which a 3/4-inch rebar, found, corner to said Bear Knob Holdings LLC (TM 4C Parcel 7.1) and corner to Dorsey Blonda King, Jr. et. al. (TM 4D Parcel 15) bears S 24-47-10 E 2,172.69 feet, thence;

N 29-00-10 W 76.78 feet to a T-Post, set, thence;

N 31-42-20 W 112.40 feet to a T-Post, set, thence;

N 44-03-05 E 219.47 feet to a T-Post, set, thence;

N 09-15-30 W 95.00 feet to a T-Post, thence;

N 05-57-35 W 94.27 feet to the Point of Beginning, containing 1.58 Acres, more or less, as determined by a survey in March 2017, as shown on a plat attached and hereto made part of this description.

Surveyed by Michael W. Ash, P.S. #2204

*Michael W. Ash* 4-15-17





# Mountain State Land Surveying

342 Sandstone Drive, Lost Creek, West Virginia 26385 304-476-8668

## **Description of Conservation Easement For Bear Knob Holdings LLC.**

### **Being part of Tax Map 4C Parcel 7.1**

A tract or parcel of land lying and being situate on the waters of Hackers Creek, in Warren District, Upshur County, West Virginia, more particularly described as follows:

#### **BKOMP CONSERVATION EASEMENT 2**

Beginning at a T-Post, set, from which a 5/8-inch rebar with cap, set, corner to Bear Knob Holdings LLC (TM 4C Parcel 7.1) and corner to Richard A. Marple and Arveda K. Marple (TM 4C Parcel 4), bears N 09-40-45 E 863.03 feet, thence through the lands of said Bear Knob Holdings LLC (TM 4C Parcel 7.1) for twenty-seven (27) new lines;

N 71-27-00 E 283.96 feet to a T-Post, set, thence;

N 38-02-20 E 508.89 feet to a T-Post, set, thence;

S 79-20-55 E 342.18 feet to a T-Post, set, thence;

S 75-59-45 E 141.09 feet to a T-Post, set, thence;

S 72-13-35 E 100.03 feet to a T-Post, set, thence;

S 75-01-35 E 136.76 feet to a T-Post, set, thence;

S 66-13-05 E 112.26 feet to a T-Post, set, thence;

S 42-59-30 E 108.85 feet to a T-Post, set, thence;

S 47-57-05 E 54.86 feet to a T-Post, set, thence;

S 29-21-15 E 76.81 feet to a T-Post, set, thence;

S 13-21-20 E 140.63 feet to a T-Post, set, thence;

S 04-05-55 E 113.68 feet to a T-Post, set, thence;

S 30-02-00 E 52.53 feet to a T-Post, set, thence;

S 18-01-10 W 150.67 feet to a T-Post, set, thence;

S 48-43-05 W 154.11 feet to a T-Post, set, thence;

S 60-14-55 W 165.20 feet to a T-Post, set, thence;

N 76-26-05 W 226.56 feet to a T-Post, set, thence;

**BKOMP CONSERVATION EASEMENT 2 (CONT.)**

S 54-43-40 W 127.83 feet to a T-Post, set, from which a ¾-inch rebar, found, corner to said Bear Knob Holdings LLC (TM 4C Parcel 7.1) and corner to Dorsey Blonda King, Jr. et. al. (TM 4D Parcel 15) bears S 10-53-55 E 2,098.61 feet, thence;

N 26-11-30 W 103.92 feet to a T-Post, set, thence;

N 89-28-20 W 455.73 feet to a T-Post, set, thence;

S 53-40-05 W 67.43 feet to a T-Post, set, thence;

N 23-09-25 W 252.82 feet to a T-Post, set, thence;

S 64-29-00 W 594.54 feet to a T-Post, set, thence;

N 07-41-10 E 240.58 feet to a T-Post, set, thence;

N 39-54-20 E 62.32 feet to a T-Post, set, thence;

N 34-00-55 E 197.57 feet to a T-Post, set, thence;

N 29-30-30 E 69.16 feet to the Point of Beginning, containing 27.50 Acres, more or less, as determined by a survey in March 2017, as shown on a plat attached and hereto made part of this description.

Surveyed by Michael W. Ash, P.S. #2204

Michael W. Ash Rev. 8/23/2019







# Mountain State Land Surveying

342 Sandstone Drive, Lost Creek, West Virginia 26385 304-476-8668

## Description of Conservation Easement For Bear Knob Holdings LLC.

### Being part of Tax Map 4C Parcel 7.1

A tract or parcel of land lying and being situate on the waters of Hackers Creek, in Warren District, Upshur County, West Virginia, more particularly described as follows:

#### **BKOMP CONSERVATION EASEMENT 3**

Beginning at a T-Post, set, from which a 5/8-inch rebar with cap, set, corner to Bear Knob Holdings LLC (TM 4C Parcel 7.1) and corner to Richard A. Marple and Arveda K. Marple (TM 4C Parcel 4), bears N 63-33-35 W 907.02 feet, thence through the lands of said Bear Knob Holdings LLC (TM 4C Parcel 7.1) for twenty-five (25) new lines;

N 23-42-50 E 92.02 feet to a T-Post, set, thence;

N 33-32-25 E 471.85 feet to a T-Post, set, thence;

S 71-26-05 E 115.29 feet to a T-Post, set, thence;

S 58-43-55 E 161.70 feet to a T-Post, set, thence;

S 45-10-25 E 231.05 feet to a T-Post, set, thence;

S 29-00-50 E 701.57 feet to a T-Post, set, thence;

S 02-20-45 E 602.61 feet to a T-Post, set, thence;

S 21-53-05 W 489.63 feet to a T-Post, set, from which a 3/4-inch rebar, found, corner to said Bear Knob Holdings LLC (TM 4C Parcel 7.1) and corner to Dorsey Blonda King, Jr. et. al. (TM 4D Parcel 15) bears S 38-52-45 W 2,024.07 feet, thence;

N 72-34-10 W 463.21 feet to a T-Post, set, thence;

N 73-36-20 W 110.15 feet to a T-Post, set, thence;

N 24-35-30 W 334.36 feet to a T-Post, set, thence;

S 88-54-30 E 142.19 feet to a T-Post, set, thence;

N 58-31-05 E 256.30 feet to a T-Post, thence;

N 37-34-00 E 143.07 feet to a T-Post, thence;

N 10-52-45 E 120.47 feet to a T-Post, thence;

**BKOMP CONSERVATION EASEMENT 3 (CONT.)**

N 10-54-35 W 117.22 feet to a T-Post, thence;

N 07-56-20 W 134.90 feet to a T-Post, thence;

N 28-52-00 W 72.72 feet to a T-Post, set, thence;

N 30-25-25 W 65.66 feet to a T-Post, set, thence;

N 37-40-30 W 120.47 feet to a T-Post, set, thence;

N 55-23-40 W 115.96 feet to a T-Post, set, thence;

N 72-23-40 W 88.85 feet to a T-Post, set, thence;

N 74-15-55 W 136.13 feet to a T-Post, set, thence;

N 74-01-25 W 126.84 feet to a T-Post, set, thence;

N 80-10-00 W 60.47 feet to the Point of Beginning, containing 22.46 Acres, more or less, as determined by a survey in March 2017, as shown on a plat attached and hereto made part of this description.

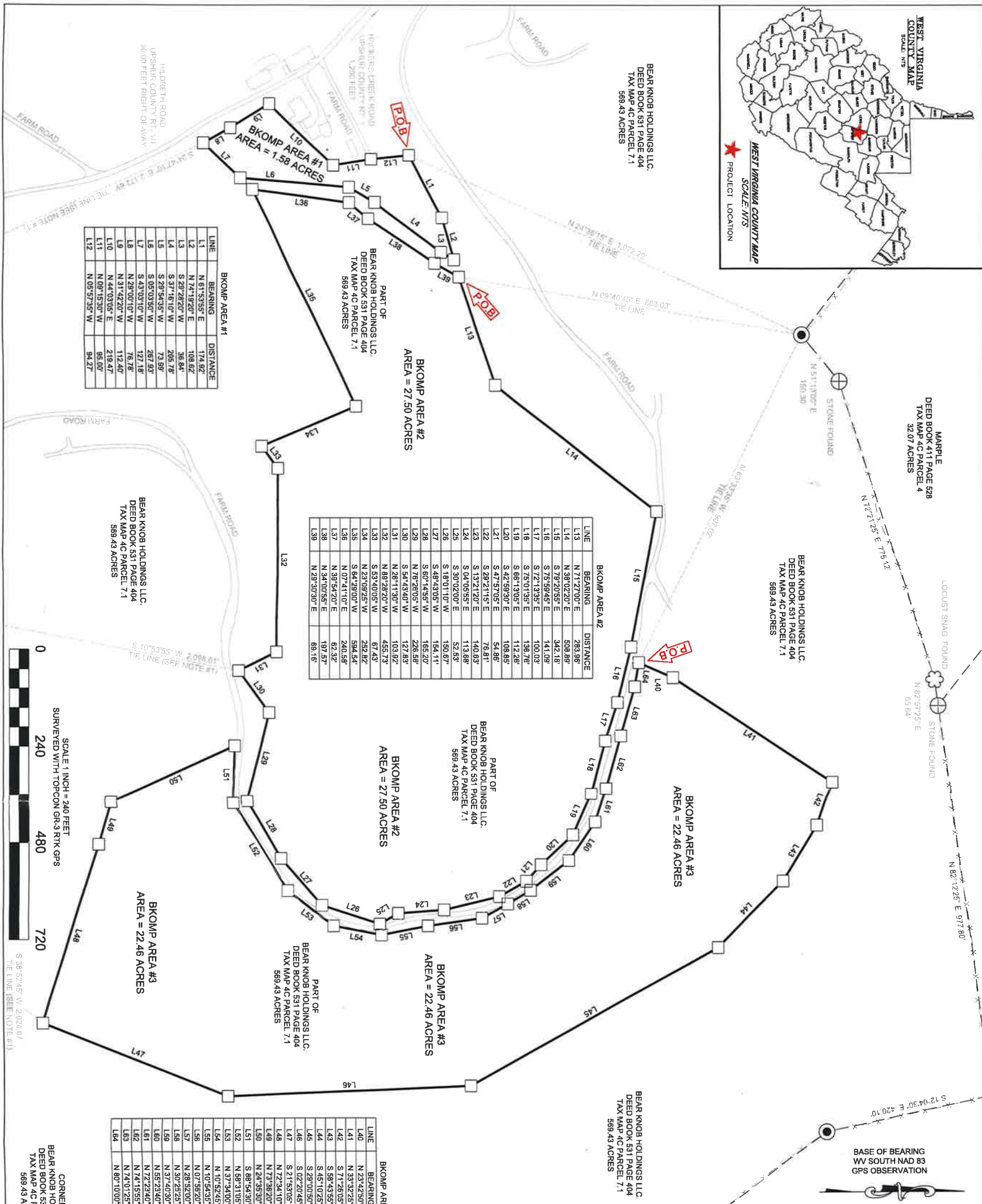
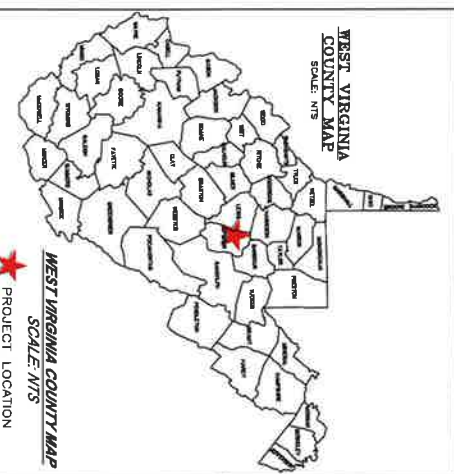
Surveyed by Michael W. Ash, P.S. #2204

Michael W. Ash 4-15-17



Easements and Other Pertinent Instruments Memorializing Rights Relating to the Bear Knob  
Property of Record in Upshur County Clerk's Office From November 1, 1999 to Present

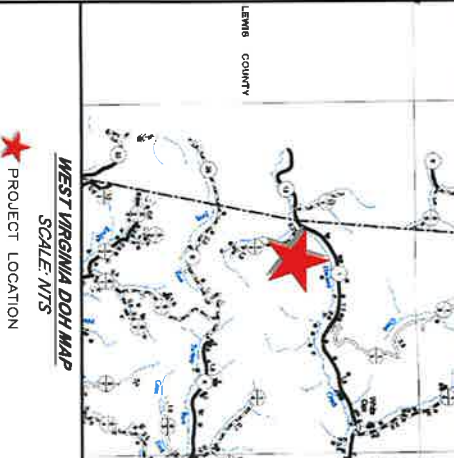
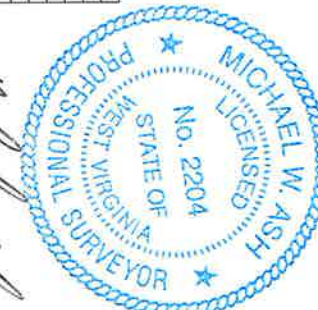
1. By Agreement dated May 6, 2010 and recorded in Deed Book 492, Page 260, Lewis A. Stayton and Jacqueline L. Stayton, husband and wife, granted to Mountain V Oil & Gas, Inc., a perpetual right-of-way on, over, and through the property for the construction, operation, and maintenance of an oil and natural gas pipeline, which is 25 feet in width during pipeline construction and 12 feet in width after construction is complete.
2. By Agreement dated August 3, 2010 and recorded in Deed Book 492, Page 361, Lewis A. Stayton and Jacqueline L. Stayton, husband and wife, granted to Mountain V Oil & Gas, Inc., a perpetual right-of-way measuring 20 feet by 20 feet on the property for the construction, operation, and maintenance of a natural gas meter, along with the right to construct a roadway to the meter site.
3. By Deed dated March 17, 2011 and recorded in Deed Book 499, Page 156, Lewis A. Stayton and Jacqueline L. Stayton, husband and wife, granted and conveyed to West Virginia Department of Transportation, Division of Highways , a perpetual non-controlled access right-of-way of approximately 12,633 square feet on, over, and through the property for the construction of a road, and a temporary construction easement of approximately 1,743 square feet on the property.



LINE	BEARING	DISTANCE
L1	N 61°53'55" E	174.92
L2	N 74°19'20" E	108.62
L3	S 29°28'20" W	36.84
L4	S 37°16'10" W	205.78
L5	S 29°54'35" W	73.89
L6	S 05°00'50" W	287.93
L7	S 43°00'10" W	127.18
L8	N 28°00'10" W	76.78
L9	N 31°42'20" W	112.40
L10	N 44°03'05" E	219.47
L11	N 09°15'30" W	95.00
L12	N 05°57'35" W	94.27

LINE	BEARING	DISTANCE
L13	N 71°27'00" E	283.98
L14	N 39°02'20" E	508.89
L15	S 79°20'55" E	342.18
L16	S 75°59'45" E	141.09
L17	S 72°13'35" E	100.03
L18	S 75°01'35" E	136.78
L19	S 69°13'05" E	112.28
L20	S 42°59'30" E	108.85
L21	S 47°57'05" E	54.86
L22	S 29°21'15" E	76.81
L23	S 13°21'20" E	140.83
L24	S 04°05'55" E	113.88
L25	S 30°02'00" E	52.53
L26	S 18°01'10" W	154.11
L27	S 48°43'05" W	165.20
L28	S 80°14'55" W	228.58
L29	N 76°26'05" W	127.83
L30	S 54°43'00" W	103.92
L31	N 26°11'30" W	455.73
L32	N 89°28'20" W	67.43
L33	S 53°40'05" W	282.92
L34	N 23°09'25" W	594.54
L35	S 84°28'00" W	240.58
L36	N 07°41'10" E	62.32
L37	N 39°54'20" E	197.57
L38	N 34°00'55" E	69.16
L39	N 29°30'30" E	69.16

LINE	BEARING	DISTANCE
L40	N 23°42'50" E	92.02
L41	N 33°32'25" E	471.86
L42	S 71°29'05" E	115.29
L43	S 58°43'55" E	181.70
L44	S 45°10'25" E	231.05
L45	S 28°00'50" E	701.57
L46	S 02°20'45" E	602.61
L47	S 21°53'05" W	489.63
L48	N 72°38'10" W	483.21
L49	N 73°36'20" W	110.15
L50	N 24°35'30" W	334.36
L51	S 88°54'30" E	142.19
L52	N 89°31'05" E	256.30
L53	N 10°52'45" E	143.07
L54	N 10°54'35" W	117.22
L55	N 07°54'35" W	134.90
L56	N 08°52'00" W	72.22
L57	N 28°52'00" W	65.66
L58	N 37°40'30" W	120.47
L59	N 55°23'40" W	115.98
L60	N 73°23'40" W	88.63
L61	N 74°15'55" W	136.13
L62	N 74°01'25" W	126.94
L63	N 80°10'00" W	80.47
L64	N 80°10'00" W	80.47



**LEGEND**

- 6-INCH REBAR w/CAP SET
- T- POST, SET
- STONE FOUND
- POINT OF BEGINNING
- ADJOINERS
- CONSERVATION EASEMENT 2017 SURVEY

**NOTE #1**  
3/4-INCH REBAR, FOUND

CORNER TO: BEAR KNOB HOLDINGS, LLC. DEED BOOK 532 PAGE 404 TAX MAP 4C PARCEL 7.1 589.43 ACRES

CORNER TO: DORSEY/BLONDA KING, JR et al. L171 PARCEL 114 TAX MAP 4D PARCEL 15 32.56 ACRES

Upshur County  
 Carol J Smith, Clerk  
 Instrument 20200000802  
 02/10/2020 @ 12:32:21 PM  
 RIGHT OF WAY