

DEED RESTRICTION

THIS DECLARATION OF DEED RESTRICTIONS FOR CONSERVATION (“Declaration”) made this 19th day of October, 2017, by Michael R. and Carla L. Miller (“Grantor”), having an address at 126 Covewood Drive, Butler, PA 16001.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the Pleasant District Tax Map Parcel 08-23-25, Preston County, West Virginia (hereinafter “the Property”), and the Property is also described in a deed of record in the office of the Clerk of the County Commission, Preston County at Deed Book 645, page 545; and

WHEREAS, Grantor, having the authority to do so, intends to record this Declaration in order to restrict subsequent disturbance and/or development of that certain portion of the surface of the Property described on Attachment A attached hereto (the “Conserved Area”) in perpetuity;

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

WHEREAS, preservation of the Conserved Area is consistent with a central objective of a Consent Decree in the matter of *United States v. Chesapeake Appalachia, L.L.C.*, Civil Action No. 5:13-CV-170 (N.D.W. Va.) (“CALLC CD”), Grantor agrees that USACE, EPA, and WVDEP, and their successor agencies (collectively “Third Parties”), are third-party beneficiaries under this Declaration, 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, Grantor hereby agrees that the Conserved Area shall be subject in perpetuity to the following conveyances, covenants and restrictions:

1. This Declaration shall be a burden upon and shall run with the Conserved Area, and shall bind Grantor, its successors and assigns, in perpetuity. Grantor shall record this Declaration in the Land Records of the county or counties where the Property is located within sixty (60) days of the effective date of this Declaration. Grantor shall provide CALLC and Third Parties with proof of recordation and give notice of this Declaration to current record title holders of easements in the Conserved Area within thirty (30) days of recording by the County Clerk.
2. 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 7:
 - 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. Draining, impounding, or impairing the flow or circulation, or reducing the reach of waters, including wetlands; or any other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, as amended;
 - d. Installation of structures;
 - 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 Chesapeake Appalachia, LLC's ("CALLC'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;
 - i. Removal, clearing, pruning, or mowing of live vegetation, including trees, unless Grantor demonstrates that such removal will result in habitat enhancement or to prevent a safety hazard, and Grantor has received written approval of the West Virginia Department of Environmental Protection;
 - 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 Declaration.
3. It is the purpose of the Declaration to assure that the Conserved Area will be maintained as such and to prevent any unauthorized disturbance and/or development to the Conserved Area.
 4. Notwithstanding any provisions to the contrary, this Declaration 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 Declaration, shall be indicated on Attachment A, which is attached to this instrument and includes a copy of the most recent property deed for the Property and a legal description sufficient to identify the boundaries of the Conserved Area. Grantor certifies that to Grantor's actual knowledge, there are no previously granted easements existing in the Conserved Area that interfere or conflict with the purpose of this Declaration.

5. All mortgages and deeds of trust granted or entered into after the date hereof affecting the Conserved Area will be subordinate to this Declaration.
6. The Conserved Area is subject to the CALLC CD. Each deed, title or other instrument conveying an interest in the Conserved Area shall contain a notice stating that the Property is subject to the CALLC CD and shall reference the recorded location of the CALLC CD and any restrictions applicable to the Property under the CALLC CD.
7. CALLC 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 Declaration, or for any other purpose authorized by this Declaration or by the CALLC 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. Grantor grants to Third Parties a discretionary right to enforce this Declaration. In the event of a breach of this Declaration by Grantor or another party, Third Parties shall notify Grantor of the breach. If Grantor fails to take corrective action within 60 days of such notice, 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 Declaration: provided, however, that no violation of this Declaration 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 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 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 CALLC CD.

9. CALLC 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 CALLC 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 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 Declaration.
11. Grantor shall provide CALLC 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.
12. Grantor agrees that the terms, conditions, restrictions and purposes of this Declaration 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.
13. Notwithstanding anything contained herein to the contrary, any modification or termination of this Declaration shall require the prior written approval of Third Parties. Amendments to this Declaration must be in writing, and must be consistent with the conservation purposes of this Declaration. Grantor shall record any modification or termination of this Declaration in the Land Records of the county or counties where the Conserved Area is located within sixty (60) days of executing such a modification or termination. Grantor shall provide CALLC and Third Parties with proof of recordation within thirty (30) days of recording by the County Clerk.
14. For any modification, transfer, conveyance, or assignment accomplished under paragraphs 10 or 11, Grantor shall amend this instrument by preparing and submitting:
 - a. A revised plan and metes and bounds description for the area to be preserved under the Declaration (hereinafter the "Modification Documents"); and
 - b. An Amended Declaration of Deed Restrictions that reflects the modifications to the original Declaration, 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 Declaration set forth in the Modification Documents.
15. Grantor shall record the documents listed in paragraph 12, above, in the same manner and place as this original Declaration was recorded.

16. Miscellaneous.
- a. The laws of the State of West Virginia shall govern the interpretation and performance of this Declaration.
 - b. If any provision of this Declaration or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration, 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. Should there be more than one Grantor, the obligations imposed by this Declaration upon each Grantor shall be joint and several.
 - d. The covenants, terms, conditions and restrictions of this Declaration shall continue as a servitude running in perpetuity with the Conserved Area.
 - e. The captions in this Declaration have been inserted solely for convenience of reference and are not a part of this Declaration and shall have no effect upon construction or interpretation.
 - f. The covenants, terms, conditions, restrictions and purposes imposed with this Declaration 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.
17. Any notice, demand, request, consent, approval or communication under this Declaration shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor:

Michael R. and Carla L. Miller
126 Covewood Drive
Butler, PA 16001

To CALLC:

- (1) Chief Compliance Officer
Chesapeake Appalachia, LLC
6100 N. Western Ave.
Oklahoma City, OK 73118

H. David Gold
Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, MA 02109

To Governmental Parties:

TO EPA:

- (1) Stefania D. Shamet
Senior Assistant Regional Counsel
Water and General Law Branch
Office of Regional Counsel
United States Environmental Protection Agency
Region III
MC 3RC20
1650 Arch St.
Philadelphia, PA 19103-2029
- (2) 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 Coleman
Chief, Southern Section, Regulatory Branch
U.S. Army Corps of Engineers
Pittsburgh District
1000 Liberty Ave., 22nd Floor
Pittsburgh, PA 15222

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

18. 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.

IN WITNESS WHEREOF, Grantor has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of Preston County.

GRANTOR

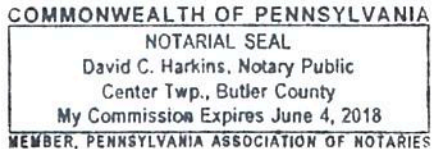
By: Michael R. Miller
Name: Michael R. Miller
Title: owner

By: Carla L. Miller
Name: Carla L. Miller
Title: owner

STATE OF PENNSYLVANIA
COUNTY OF BUTLER

Be it remembered that on this 19 day of OCTOBER, 2017, before me, the subscriber, a Notary Public, personally appeared: Michael R. Miller and Carla L. Miller and s/he thereupon acknowledged that s/he signed the foregoing instrument in such capacity, and that said instrument is the voluntary act of deed of said DEED RESTRICTION OFFER.

David C. Harkins
Printed Name: DAVID C HARKINS
A Notary Public of BUTLER COUNTY PENNSYLVANIA



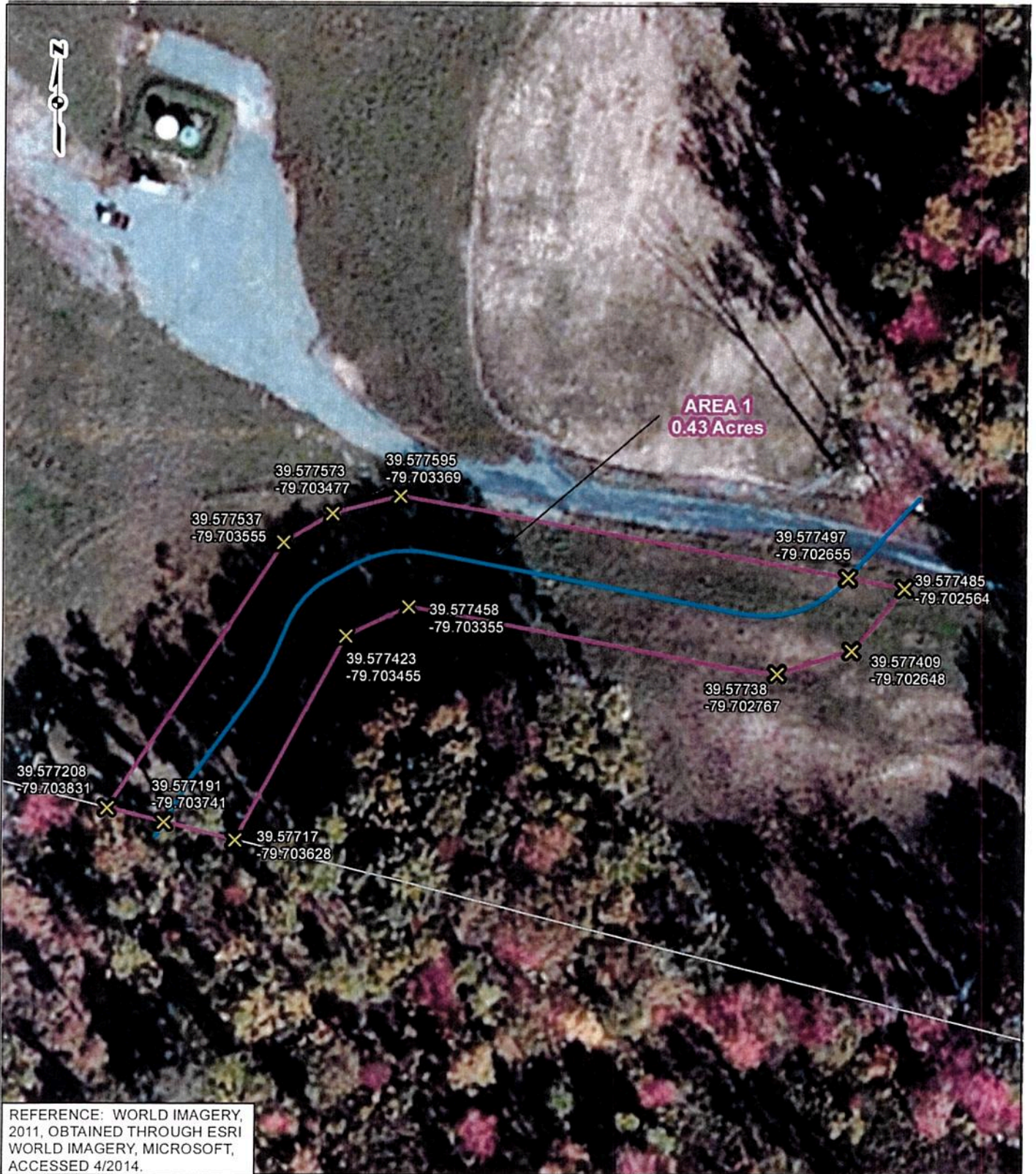
My Commission Expires: 06/04/2018

ATTACHMENT A
CONSERVED AREA

Miller 1H Property Deed Restriction – Pleasant District, Preston County WV; Parcel # 08-23-25

Consisting of a restricted Conserved Area including one section of stream restoration consisting of an unnamed tributary of Connor Run in Pleasant District, Preston County, WV (see attached map). The following descriptions reference WV State Plane North NAD 83 Decimal Degrees and are subject to and subservient to any prior existing property interest or right, existing at the time of this deed restriction, being recorded.

Conserved Area measuring approximately 0.43 acres, generally consisting of a 50 foot wide corridor, 25 feet each side of the restored stream centerline more fully described as follows. Starting at the upstream end at a point Latitude 39.577497, Longitude -79.702655 at the approximate centerline of the unnamed tributary of Connor Run restoration downstream of a culvert access road crossing, thence running east to a point Latitude 39.577485, Longitude -79.702564, thence south to a point Latitude 39.577409, Longitude -79.702648, thence southwest to a point Latitude 39.577380, Longitude -79.702767, thence west to a point Latitude 39.577458, Longitude -79.703355, thence southwest to a point Latitude 39.577423, Longitude -79.703455, thence south to the intersection of the southern property boundary at approximately Latitude 39.577170, Longitude -79.703628. Then turning west and following the property line to the downstream end at approximate Latitude 39.577191, Longitude -79.703741 at the approximate centerline of the unnamed tributary of Conner Run, thence continuing west along the property boundary to approximate Latitude 39.577208, Longitude -79.703831, thence north to a point Latitude 39.577537, Longitude -79.703555, thence northeast to a point Latitude 39.577573, Longitude -79.703477, thence northeast to a point Latitude 39.577595, Longitude -79.703369 thence east running parallel to but south of an existing access road to the point of beginning at the approximate centerline of the restored unnamed tributary of Connor Run.



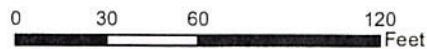
REFERENCE: WORLD IMAGERY, 2011, OBTAINED THROUGH ESRI WORLD IMAGERY, MICROSOFT, ACCESSED 4/2014.

PROJECT LOCATION



LEGEND

- Conservation Area Boundary Point (Lat/Long)
- Proposed Stream Restoration
- Conserved Area Boundary
- Parcel Boundary



CONSERVED AREA
MILLER 1H WELL PAD
RESTORATION

PLEASANT DISTRICT
PARCEL # 08-23-2

DRAWN BY: SRV
CHECKED: MR

DATE: 10/27/2017
APPROVED: JAH

GARY A. MONROE & ASSOCIATES

Parcel # 08-23-24
 MILLER PRN 1H PAD
 PLEASANT District
 PRESTON County, WEST VIRGINIA

Indexed from 03/11/1882 to 10/10/2016

106.1 acres, more or less, and being the same land described in that certain GENERAL WARRANTY DEED dated 11/10/2009 and filed of record at Book 715, Page 629 on 11/25/2009 from CORA F. LISTON to CARALEA D. WARNICK AND ALYSON K. SAVAGE, CO-TRUSTEES OF THE CORA F. LISTON IRREVOCABLE TRUST DATED 11/10/2009. 106.1 acres, more or less, and being the same land (1/6TH INTEREST) described in that certain GENERAL WARRANTY DEED dated 10/02/1986 and filed of record at Book 530, Page 374 on 10/02/1986 from HARRY E. KIDWELL AND LINDA S. KIDWELL, HIS WIFE, to PAUL KIDWELL.

106.1 acres, more or less, and being the same land (1/6TH INTEREST) described in that certain GENERAL WARRANTY DEED dated 10/02/1986 and filed of record at Book 530, Page 370 on 10/02/1986 from EVERETT L. KIDWELL AND EVELYN L. KIDWELL, HIS WIFE, to PAUL KIDWELL. 106.1 acres, more or less, and being the same land described in that certain FIDUCIARY BOOK dated 11/18/1983 and filed of record at Fiduciary Book 24, Page 94 on 11/18/1983 from VERNON H. KIDWELL, DECEASED, to MABEL V. KIDWELL, WIFE, EVERETT L. KIDWELL, SON, MRS. THELMA RECKART, DAUGHTER, HARRY E. KIDWELL, SON, AND PAUL KIDWELL, SON.

Instr Date	Date Filed	Book	Page	Instrument	Grantor	Grantee	Acres	Comments
03/11/1882	03/11/1882	52	326	WARRANTY DEED	JOHN JENKINS SR. AND ELIZA JENKINS, HIS WIFE	J.M. LIGHT	240	No Reservation
12/19/1940	04/30/1945	11	218	LAST WILL AND TESTAMENT	J.M. LIGHT, DECEASED	VERNON KIDWELL	NA	Devised all real estate of every kind to Vernon Kidwell.
11/18/1983	11/18/1983	24	94	FIDUCIARY DEED	VERNON H. KIDWELL	MABEL V. KIDWELL, WIFE, EVERETT L. KIDWELL, SON, MRS. THELMA RECKART, DAUGHTER, JAMES H. KIDWELL, SON, MRS. CORA LISTON, DAUGHTER, HARRY E. KIDWELL, SON, PAUL KIDWELL, SON	NA	Devised all property to his heirs- MABEL V. KIDWELL, WIFE, EVERETT L. KIDWELL, SON, MRS. THELMA RECKART, DAUGHTER, JAMES H. KIDWELL, SON, MRS. CORA LISTON, DAUGHTER, HARRY E. KIDWELL, SON, PAUL KIDWELL, SON
10/02/1986	10/02/1986	530	370	GENERAL WARRANTY DEED	EVERETT L. KIDWELL AND EVELYN L. KIDWELL, HIS WIFE	PAUL KIDWELL	106.1 Acres	1/6th interest conveyed
10/02/1986	10/02/1986	530	374	GENERAL WARRANTY DEED	HARRY E. KIDWELL AND LINDA S. KIDWELL, HIS WIFE	PAUL KIDWELL	106.1 Acres	1/6th interest conveyed
10/27/1988	01/30/1989	545	756	EASEMENT	PAUL KIDWELL, MRS. "VERNON" MABEL KIDWELL	CONTINENTAL TELEPHONE COMPANY OF WEST VIRGINIA	106.1	Easement for subject parcel
01/07/1998	01/07/1998	31	44	FIDUCIARY BOOK	MABEL V. KIDWELL, DECEASED	EVERETT KIDWELL, SON, THELMA RECKART, DAUGHTER, JAMES KIDWELL, SON, CORA LISTON, DAUGHTER, HARRY KIDWELL, SON, PAUL KIDWELL, SON	NA	Devised all property to her heirs- EVERETT KIDWELL, SON, THELMA RECKART, DAUGHTER, JAMES KIDWELL, SON, CORA LISTON, DAUGHTER, HARRY KIDWELL, SON, PAUL KIDWELL, SON

Inst#	Date Filed	Book	Book Type	Page	Instrument	Grantor	Grantee	Acres	Comments
11/10/2009	11/25/2009	715	DEED	625	MEMORANDUM OF TRUST	ALYSON K. SAVAGE AND CARALEA D. WARNICK, ORIGINAL TRUSTEES, AND CORA F. LISTON, SOLE SETTLOR	THE CORA F. LISTON IRREVOCABLE TRUST	NA	
11/10/2009	11/25/2009	715	DEED	629	GENERAL WARRANTY DEED	CORA F. LISTON, SINGLE	CARALEA D. WARNICK AND ALYSON K. SAVAGE, CO-TRUSTEES OF THE CORA F. LISTON IRREVOCABLE TRUST	106.1	E/R/O&G

GARY A. MONROE & ASSOCIATES

Parcel # 08-23-25 SURFACE
MILLER PAD
PLEASANT District
PRESTON County, WV

Indexed from 4/22/1905 to 5/23/2017

114.6306 acres, more or less, and being the same land described in that certain WARRANTY DEED dated 2/6/2004 and filed of record at Book 645, Page 545 on 2/10/2004 from MICHAEL R. MILLER AND CARLA L. MILLER, HW to MICHAEL R. MILLER AND CARLA L. MILLER, HW

Instr No.	Date Filed	Book	Type	Page	Instrument	Grantor	Grantee	Acres	Comments
4/22/1905	6/12/1905	110	DEED	406	WARRANTY DEED	EBENEZER GRAHAM AND ELISBETH J. GRAHAM	JOHN A. GRAHAM	129	It appears the legal description covers most if not all of the Subject Parcel. A full legal description is given.
2/20/1934	7/11/1962	17	PROBATE	296	WILL	J. BENTON GRAHAM	EMMA GRAHAM AND J. WILLIS GRAHAM		Emma Graham (wife) and J. Willis Graham (son) are the heirs of J. Benton Graham
3/20/1940	3/26/1940	205	DEED	258	WARRANTY DEED	JOHN A. GRAHAM AND ELENORA GRAHAM, H/W; KEITH GRAHAM AND NITIA GRAHAM, H/W; GAY GRAHAM AND MABEL GRAHAM, H/W; JESSE GRAHAM, WIDOW; RALPH GRAHAM AND MARY GRAHAM, H/W; THELMA GRAHAM AND WILLIS GRAHAM, H/W	MARSHALL GRAHAM	150 & 3	John A. Graham and Elnora Graham reserve a Life Estate.
3/8/1941	3/24/1941	210	DEED	95	WARRANTY DEED	MARSHALL GRAHAM AND WILMA GRAHAM, H/W	JOHN A. GRAHAM	150 & 3	RESERVED all coal and mining rights.
1/18/1944	2/25/1944	225	DEED	246	WARRANTY DEED	ELNORA GRAHAM, WIDOW OF JOHN A. GRAHAM; KEITH GRAHAM AND NITIA GRAHAM, H/W; GAY GRAHAM AND MABEL GRAHAM, H/W; JESSE GRAHAM, WIDOW; RALPH GRAHAM AND MARY GRAHAM, H/W; THELMA GRAHAM AND WILLIS GRAHAM, H/W	J. BENTON GRAHAM	150 & 3	John A. Graham is deceased canceling his Life Estate.
2/20/1934	7/11/1962	17	PROBATE	296	WILL	J. BENTON GRAHAM	EMMA GRAHAM AND J. WILLIS GRAHAM	150	BOTH J. Benton Graham (DOD 11/22/1950) and Emma Graham are deceased. Only remaining heir is J. Willis Graham. Same Will entered above.
8/31/1966	9/16/1966	387	DEED	376	WARRANTY DEED	J. WILLIS GRAHAM AND THELMA GRAHAM, H/W	CHARLES HOWDERSHELT AND MAXINE E. HOWDERSHELT, H/W	150	Charles & Maxine Howdershelt as JTWRs.
10/10/1970	10/16/1970	416	DEED	471	WARRANTY DEED	CHARLES HOWDERSHELT AND MAXINE E. HOWDERSHELT, H/W	JIMMIE M. PRITT AND JUDITH K. PRITT, H/W	150	Jimmie M. & Judith K. Pritt as JTWRs.
10/28/1996	11/8/1996	593	DEED	1091	WARRANTY DEED	JIMMIE M. PRITT AND JUDITH K. PRITT, H/W	MICHAEL R. MILLER	150	RESERVED all coal, oil and gas, and other minerals, together with the mining rights.
7/14/1997		2	PLAT	128	PLAT	MICHAEL R. MILLER AND CARLA L. MILLER, H/W; Survey by WILLIAMS ENGINEERING	PUBLIC	125.5367	This Plat has 125.5367 acres for Parcel 08-23-25. Breakdown: Parcel 08-23-25 is 114.6306 acre, 10 acre AND a Road Right of Way is 0.9061 acres. Totaling 125.5367 acres. 150 acres is stated on most. If not all. Parcel 08-23-25 Deeds. It appears 150 acres is not correct.

Instr Date	Date Filed	Book Type	Book	Page	Instrument	Grantor	Grantee	Acres	Comments
8/25/1997	9/18/1997	DEED	598	1024	WARRANTY DEED	MICHAEL R. MILLER AND CARLA L. MILLER, H/W	ERIC B. BRAHAM AND VALERIE E. BRAHAM, H/W	10	OUTSALES to Eric B. & Valerie E. Braham, JTWRS and forms Parcel 08-23-25.1. This 10 acre Tract is sketched out in the Southeast part of Plat 2-12B.
3/14/2000	8/3/2000	DEED	618	867	WARRANTY DEED	ERIC B. BRAHAM AND VALERIE E. BRAHAM, H/W	MICHAEL R. MILLER AND CARLA L. MILLER, H/W	10	Parcel 08-23-25.1 sold back to Michael R. & Carla L. Miller. Preston County Assessor has Parcel 08-23-25 with 114.6306 and 08-23-25.1 with 10 acres.
9/10/2003	9/16/2003	RIGHT OF WAY	642	893	RIGHT OF WAY AGREEMENT	MICHAEL R. MILLER	MICHAEL R. MILLER AND JAMES P. MILLER, III	0.9061	This Right of Way Agreement is for access to a Parcel to the South and East of the Subject Parcel.
2/6/2004	2/10/2004	DEED	645	545	WARRANTY DEED	MICHAEL R. MILLER AND CARLA L. MILLER, H/W	MICHAEL R. MILLER AND CARLA L. MILLER, H/W	150 & 10	Again, this Deed states 150 acres for Parcel 08-23-25 but Plat 2-12B and the Preston County Assessor has 114.6306 acres. To be clear, on this Deed the legal description for Parcel 2 (which is Parcel 08-23-25.1 being 10 acres) sits inside of the legal description for Parcel 1. Also, the 0.9061 acre Access Road Right of Way appears on this Deed and also sits inside of Parcel 1. The Access Road is not accounted for by the County Assessor.

Mailed to:
 James P Coulter, Esq.
 Dillon McCandless King Coulter & Graham LLP
 128 West Cunningham St
 Butler PA 16001
 3-4-04

BOOK 0645 PAGE 0545

DEED

NANCY RECKART
 DEED Clerk 04
 Date/Time: 02/10/2004 12:06
 Inst #: 31857
 Book/Page: 645- / 545-
 Recd/Tax: 11.00 .00

THIS INDENTURE, MADE the 6TH day of February, 2004,

BETWEEN MICHAEL R. MILLER and CARLA L. MILLER, husband and wife, of 126 Covewood Drive, Butler, PA 16001, party of the first part,

AND MICHAEL R. MILLER and CARLA L. MILLER, husband and wife, of 126 Covewood Drive, Butler, PA, 16001, as tenants by the entireties, parties of the second part,

WITNESSETH, that the said parties of the first part, in consideration of the sum of **ONE AND 00/100 (\$1.00) DOLLAR**, to them now paid by the said party of the second part, do grant, bargain, sell and convey unto the said party of the second part, its successors and assigns,

Parcel 1:

ALL that certain piece, parcel or lot of land situate in the District of Pleasant, Preston County West Virginia, bounded and described as follows:

BEGINNING at pointers and running North 67 degrees 10 minutes East, 116.5 poles to a sugar; thence North 9 degrees 30 minutes East, 28 poles; thence North 5 degrees 30 minutes East, 20 poles to a chestnut oak; thence North 89 degrees 45 minutes East, 67 poles to Spanish Oak and locust; thence South 11 degrees West, 204 poles to a bar post; thence North 71 degrees 30 minutes West, 110.5 poles; thence North 46 degrees 30 minutes East, 2.2 poles; thence North 33 degrees West, 119 poles; thence South 43 degrees 35 minutes East, 39.6 poles to the beginning. Containing 150 acres, more or less.

BEING the same premises conveyed to Michael R. Miller by Deed of Jimmie M. Pritt, et. ux., dated October 28, 1996, and recorded in the Clerk of the County Commission of Preston County, West Virginia, at Book 593, Page 1091.

Parcel 2:

ALL that certain piece, parcel or lot of land situate in the District of Pleasant, Preston County West Virginia, bounded and described as follows:

BEGINNING at an oak stump, corner common to lands of now or formerly Guy E. Graham, Berlin G. And Jimmie L. Graham and Cheatview Flying, Inc.; thence with said Cheatview Flying, Inc., lands, South 10 degrees 09 minutes 33 seconds West, a distance of 3,366.00 feet to a railroad spike, the point of beginning of the parcel herein described; thence with said Cheatview Flying, Inc., lands, North 70 degrees 55 minutes 15 seconds West, a distance of 313.24 feet to a drill hole in a stone; thence by same, North 70 degrees 55 minutes 15 seconds West, a distance of 346.76 feet to an iron pin from which an iron pin corner to lands of

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now or formerly West Virginia Power and Transmission Company and Paul Kidwell, et. al., bears North 70 degrees 55 minutes 15 seconds West, a distance of 1,163.25 feet; thence through the lands of now or formerly Michael R. Miller, North 10 degrees 09 minutes 33 seconds East, a distance of 616.91 feet to an iron pin; thence by same, South 79 degrees 50 minutes 27 seconds East, a distance of 652.02 feet to an iron pin on line of lands of now or formerly Cheatview Flying Inc., thence with said Cheatview Flying, Inc., lands, South 10 degrees 09 minutes 33 seconds West, a distance of 44 feet to an Iron pin; thence by same, South 10 degrees 09 minutes 33 seconds West, a distance of 526.81 feet to the beginning. Containing 10.00 acres, more or less, as shown on a plat of a survey by Williams Engineering dated July 14, 1997, of record in the Office of the Clerk of the County Commission, Preston County, West Virginia, in Map Cabinet 2, in Envelope 12B.

TOGETHER with that certain non-exclusive right-of-way 40 feet in width for access to the parcel herein conveyed and to be appurtenant thereto, being more particularly described as follows:

Beginning at a point in an existing gravel road on the centerline of the 40 foot right-of-way herein described which bears North 10 degrees 09 minutes 33 seconds East, a distance of 1,543.69 feet from a railroad spike, corner common to lands of now or formerly Michael R. Miller and Cheatview Flying, Inc.; thence with said centerline, through the lands of Michael R. Miller, South 76 degrees 12 minutes 20 seconds West, a distance of 102.79 feet to a point; thence by same with a curve to the right, radius of 1064.00 feet, arc of 107.90 feet, chord of South 47 degrees 15 minutes 11 seconds West, a distance of 101.82 feet to a point; thence by same, South 13 degrees 39 minutes 12 seconds West, a distance of 53.11 feet to a point; thence by same with a curve to the right, radius of 982.00 feet, arc of 176.58 feet, chord of South 18 degrees 48 minutes 18 seconds West, a distance of 176.35 feet to a point; thence by the same, South 23 degrees 57 minutes 23 seconds West, a distance of 147.82 feet to a point; thence by same with a curve to the right, radius of 378.00 feet, arc of 61.58 feet, chord of South 28 degrees 37 minutes 23 seconds West, a distance of 61.51 feet to a point; thence by the same, South 33 degrees 17 minutes 24 seconds West, a distance of 58.74 feet to a point; thence by same with a curve to the left, radius of 130.00 feet, arc of 34.10 feet, chord of South 25 degrees 46 minutes 30 seconds West, distance of 34.00 feet to a point; thence by same, South 18 degrees 15 minutes 37 seconds West, a distance of 29.26 feet to point; thence by same with a curve to the right, Radius of 1000.00 feet, arc of 106.43 feet, chord of South 21 degrees 18 minutes 33 seconds West, a distance of 106.38 feet to a point from which an iron pin on line of lands of now or formerly Cheatview Flying, Inc., and Michael R. Miller bears South 79 degrees 50 minutes 27 seconds East, a distance of 435.03 feet, as shown on the aforesaid plat of record in said Clerk's office in Map Cabinet 2, at Envelope 12B.

BEING the same premises conveyed to Michael R. Miller by Deed of Eric B. Braham, et. ux., dated March 14, 2000, and recorded in the Clerk of the County Commission of Preston County, West Virginia, at Book 618, Page 867.

UNDER AND SUBJECT to a right-of-way to Michael R. Miller and James P. Miller, III, dated September 10, 2003.

DECLARATION OF CONSIDERATION

The Grantor hereby declares that this is a conveyance between husband and wife and husband and wife, without consideration, and therefore, not subject to the excise tax stamps.

With the appurtenances: **TO HAVE AND TO HOLD** the same unto and for the use of the said party of the second part, his heirs and assigns forever,

And the said parties of the first part, for themselves, their heirs, executors and administrators covenant with the said party of the second part, its successors and assigns against all lawful claimants the same and every part thereof to Warrant and Defend.

There is excepted and reserved from the operation of this conveyance all of the coal, oil, gas and other minerals, together with the mining rights pertaining thereto, that have been or may have been heretofore excepted, reserved or conveyed away by the Grantors or their predecessors in title and as will appear of record in the aforesaid County Clerk's office.

This conveyance is, nevertheless, made subject to any Imposition of restrictions on the property described herein by deeds, leases, assignments, rights-of-way, easements, agreements, exceptions, reservations and all legal documents which are of record in the aforesaid County Clerk's office.

WITNESS the hands and seals of the said parties of the first part.

Witness:

[Signature]
(As to both)

[Signature] (SEAL)
MICHAEL R. MILLER

[Signature] (SEAL)
CARLA L. MILLER

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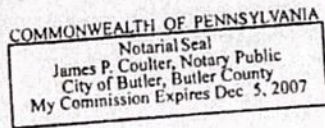
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF BUTLER :

On this the 6TH day of February, 2004, before me, a Notary Public, personally appeared MICHAEL R. MILLER and CARLA L. MILLER, 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.

[Signature]
Notary Public

My commission expires:



Certificate of Residence

I, the undersigned, do hereby certify that grantee's precise residence is 126 Covewood Drive, Butler, PA 16001.

Witness my hand this 6TH day of February, 2004.

[Signature]

To the Clerk mail to:

Michael R. and Carla L. Miller
126 Covewood Drive
Butler, PA 16001

**DILLON McCANDLESS KING
COULTER & GRAHAM L.L.P.**

Attorneys at Law
128 West Cunningham Street
Butler, PA 16001

STATE OF WEST VIRGINIA, County of Preston, to-wit:

I, NANCY RECKART, Clerk of the County Commission of said county, do hereby certify that the foregoing writing was this day produced to me in my said office, and was duly admitted to record therein.

Given under my hand this 10th day of February 2004, at 12:06

NANCY RECKART, Clerk
By [Signature], Deputy

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Preston County
 Linda Huggins, Clerk
 Instrument 21589023
 11/15/2017 @ 03:05:34 PM
 MISCELLANEOUS RECORDINGS
 Book 7 @ Page 954
 Pages Recorded 20
 Recording Cost \$ 28.00