

DEED RESTRICTION

THIS DECLARATION OF DEED RESTRICTIONS FOR CONSERVATION ("Declaration") made this 28th day of Sept., 2017, by Tall Trees and Land LLC ("Grantor"), having an address at US 219, Slaty Fork, West Virginia 26291.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the Banks District Tax Map Parcel 01-2Q-0084 (hereinafter "the Property"), and the Property is also described in a deed of record in the office of the Clerk of the County Commission, Upshur County at Deed Book 454, page 582; 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 Exhibit "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 Upshur 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 Exhibit "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:

Tall Trees and Land LLC
US 219
Slaty Fork, West Virginia 26291

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 Upshur County.

GRANTOR

By: Daniel W. Woods
Name: Daniel W. Woods
Title: CEO

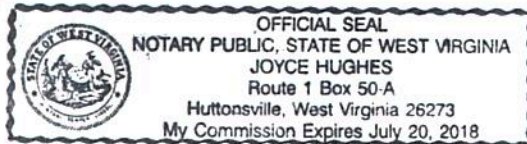
By: _____
Name: _____
Title: _____

STATE OF West Virginia
COUNTY OF POCAHONTAS

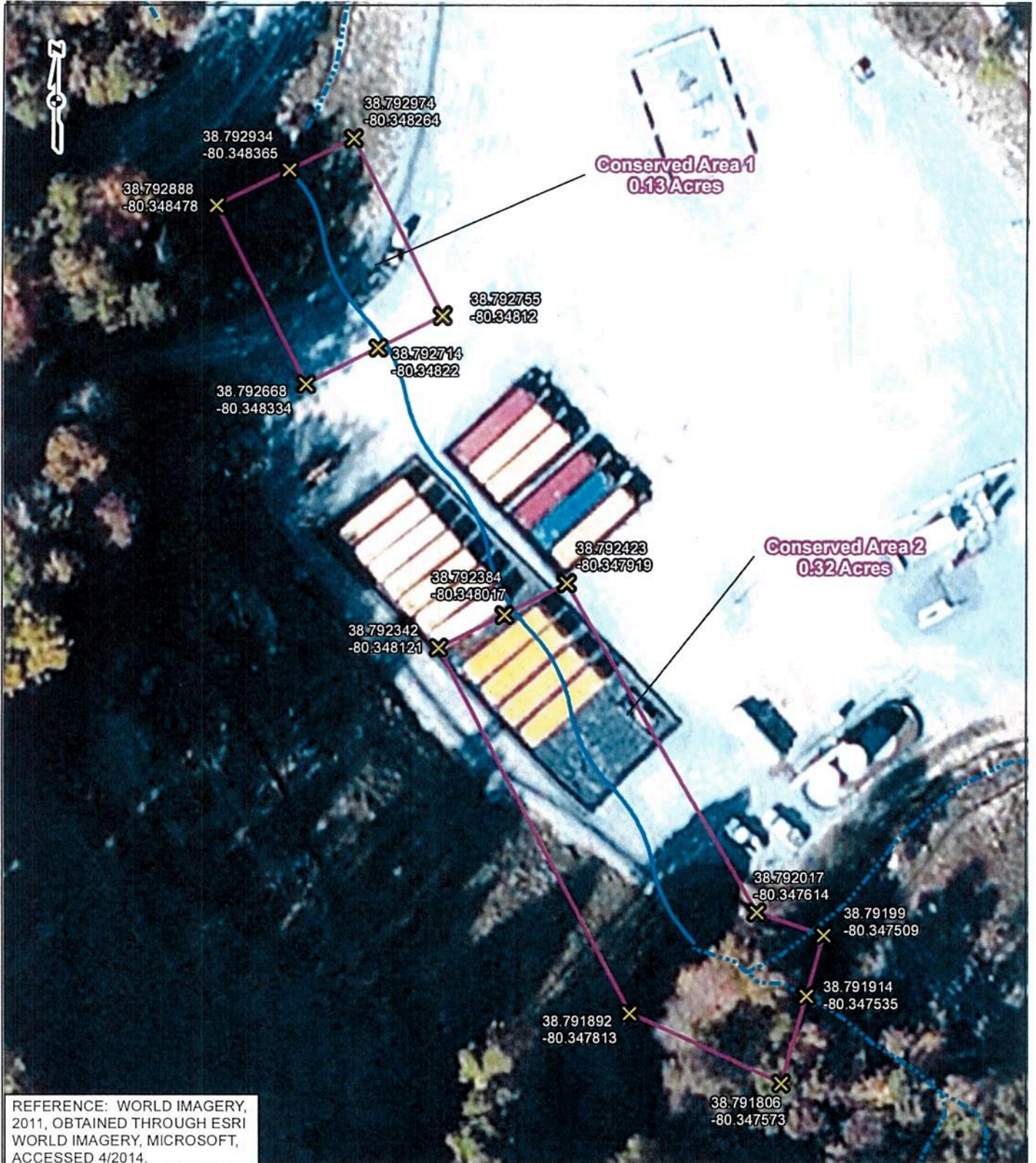
Be it remembered that on this 28th day of September, 2017, before me, the subscriber, a Notary Public, personally appeared: Daniel W. Woods and s/he thereupon acknowledged that s/he signed the foregoing instrument in such capacity, and that said instrument is the voluntary act of deed of said _____.

Joyce Hughes
Printed Name: Joyce E Hughes
A Notary Public of West Virginia

My Commission Expires: July 20, 2018



ATTACHMENT A
CONSERVED AREA



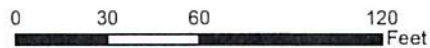
REFERENCE: WORLD IMAGERY, 2011, OBTAINED THROUGH ESRI WORLD IMAGERY, MICROSOFT, ACCESSED 4/2014.

PROJECT LOCATION



LEGEND

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



**CONSERVED AREA
TALL TREES WELL PAD
RESTORATION**

BANKS DISTRICT
Deed Vol 482 Page 502/Deed Vol 454 Page 582
Deed Vol 209 Page 303/Deed Vol 513 Page 54

DRAWN BY: SRV DATE: 10/31/2017
CHECKED: MR APPROVED: JAH

Tall Trees Property Deed Restriction – Banks District, Upshur County WV; DB 482 Pg 502, DB 454 Pg 582, DB 409 Pg 303, and DB 513 Pg 54

Consisting of two restricted Conserved Areas with a combined area of approximately 0.48 acres, for a section of stream restoration located on an unnamed tributary of the Little Kanawha River in Banks District, Upshur 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 1 measuring approximately 0.13 acres, generally consisting of a 64 foot wide corridor, 32 feet each side of the restored stream centerline more fully described as follows. Starting at the upstream end at a point Latitude 38.792714, Longitude -80.34822 at the approximate centerline of the unnamed tributary of the Little Kanawha River restoration, thence running southwest to a point Latitude 38.792668, Longitude -80.348334, thence northwest to a point Latitude 38.792888, Longitude -80.348478, thence northeast to the approximate downstream end at a point Latitude 38.792934, Longitude -80.348365, thence northeast to a point Latitude 38.792974, Longitude -80.348246, thence southeast to a point Latitude 38.792755, Longitude -80.34812, thence southwest to the point of beginning at the approximate centerline of the restored unnamed tributary to the Little Kanawha River.

Conserved Area 2 measuring approximately 0.32 acres, generally consisting of a 64 foot wide corridor, 32 feet each side of the restored stream centerline more fully described as follows. Starting at the upstream end at a point Latitude 38.791914, Longitude -80.347535 at the approximate centerline of the unnamed tributary of the Little Kanawha River restoration, thence south to a point Latitude 38.791806, Longitude -80.347573, thence northwest to a point Latitude 38.791892, Longitude -80.347813, thence northwest to a point Latitude 38.792342, Longitude -80.348121, thence northeast to the downstream end a point Latitude 38.792384, Longitude -80.348017 at the approximate centerline of the unnamed tributary of the Little Kanawha River restoration, thence northeast to a point Latitude 38.792423, Longitude -80.347919, thence southeast to a point Latitude 38.792017, Longitude -80.347614, thence east to a point Latitude 38.791990, Longitude -80.347509 thence south to the point of beginning at the approximate centerline of the restored unnamed tributary to the Little Kanawha River.

GARY A. MONROE & ASSOCIATES

Parcel # 01-2Q-0084
TALL TREES UPR PAD
BANKS District
UPSHUR County, WV

Indexed from 01/02/1917 to 10/11/2016

223.355 acres, more or less, and being the same land described in that certain WARRANTY DEED dated 8/26/2005 and filed of record at Book 454, Page 582 on 8/26/2005 from RALPH H. HARPER LUMBER COMPANY to TALL TREES AND LAND LLC.

Tract No.	Date Filed	Book	Type	Page	Instrument	Grantor	Grantee	Acres	Comments
1/2/1917	1/2/1917	64	DEED	21	COMMISSIONERS DEED	J.C. MCWHORTER AND U.G. YOUNG, SPECIAL COMMISSIONERS	A.S. MCKISSIC (A.J. McKissic)	1. 178.16 acres 2. 25 acres	Prior reference: DB M/55, DB 47/280
4/27/1921	4/26/1924	75	DEED	516	COMMISSIONERS DEED	J.C. MCWHORTER AND U.G. YOUNG, SPECIAL COMMISSIONERS	O.J. WILSON	50 acres .5 acres	Prior reference: DB 40/468, DB 53/47
10/17/1931	2/11/1932	87	DEED	63	WARRANTY DEED	MACIL T. MCKISIC AND J.C. MCWHORTER, GUARDIAN OF STARK B. MCKISIC	T.I. BEAM	135 acres	Prior reference: DB 64/21, DB 47/280, DB M/55 E/R all Coal, Oil and Gas. NOTE: Macil T. McKisic and Stark McKisic (Grantors) are the only children and heirs at law of A.S. McKisic (A.J. McKisic) who entered into a contract with T.I. Beam for the sale of the aforementioned land, and A.S. McKisic has since died.
1/25/1937	1/25/1937	93	DEED	273	COMMISSIONERS DEED	J.C. MCWHORTER AND U.G. YOUNG JR.	DOYLE ANDREW	50 acres .5 acres	Prior reference: DB 75/516
1/2/1937	2/2/1937	93	DEED	287	WARRANTY DEED	DOYLE ANDREW, SINGLE	CETTIE ANDREW	50 acres .5 acres	Prior reference: DB 93/273
2/25/1939	4/28/1939	98	DEED	131	WARRANTY DEED	RETA HYRE AND FRANK HYRE, W/H	ADRIAN BUCKHANNON BANK	2. 54.5 acres	No prior reference given.
6/19/1941	1/3/1942	102	DEED	455	WARRANTY DEED	ADRIAN BUCKHANNON BANK	R. S. SMALLRIDGE	2. 54.5 acres	Multiple parcels conveyed, subject parcel being the second tract. Prior reference: DB 98/131
2/7/1945	6/14/1945	111	DEED	412	WARRANTY DEED	R. S. SMALLRIDGE AND MARGARET SMALLRIDGE, H/W	RUTH M. HAMNER	54.5 acres	Prior reference: DB 102/455 E/R all Coal, oil and gas.

BOOK 548 PAGE 141

Instr Date	Date Filed	Book Type	Book	Page	Instrument	Grantor	Grantee	Acres	Comments
1/5/1948	11/29/1948	DEED	125	89	WARRANTY DEED	CETTIE ANDREW, WIDOW	DANA H. ANDREW	50 acres .5 acres	Prior reference: DB 93/287 E/R all Coal, oil and gas.
11/9/1948	12/13/1948	DEED	125	154	WARRANTY DEED	MACIL T. MCKISIC AND JUANITA MCKISIC, H/W, STARK B. MCKISIC, SINGLE	B. H. WALTON AND DORA WALTON, H/W	1.85.5 acres 2. 32.8 acres	Being the lands which A.J. McKisic, a/k/a Andrew S. McKisic, died seized. The tracts conveyed herein are the residue of numerous larger tracts owned by A.J. McKisic during his lifetime. No specific references to previous deeds were given. NOTE: Due to time constraints, this parcel has not been followed back any further. E/R all Coal, oil and gas. Prior reference: DB 125/154
12/23/1952	1/3/1953	DEED	141	354	WARRANTY DEED	B. H. WALTON AND DORA WALTON, H/W	WILSIE O. WALTON AND GENEVA WALTON, H/W	1.85.5 acres 2. 32.8 acres	
7/10/1965	6/28/1965	DEED	187	190	WARRANTY DEED	KIETH HAMNER, SINGLE	RALPH H. HARPER AND MARY L. HARPER, H/W, JTROS	54.5 acres	Prior reference: DB 111/412 Ruth M. Hamner died 8/22/1963 and by her Last Will and Testament, WB 10/321, devised her property to her son, Kieth Hamner, Grantor herein.
6/23/1965	5/19/1966	DEED	191	284	WARRANTY DEED	T. I. BEAM AND DELCIE BEAM, H/W	RALPH H. HARPER AND MARY L. HARPER, H/W, JTROS	135 acres	Prior reference: DB 87/63, DB 64/21, DB 47/280, DB M/55 E/R all Coal, Oil and Gas.
1/6/1966	5/19/1966	DEED	191	289	WARRANTY DEED	DANA H. ANDREW AND JEAN S. ANDREW, H/W	RALPH H. HARPER AND MARY L. HARPER, H/W, JTROS	50 acres .5 acres	Prior reference: DB 125/89 E/R all Coal, Oil and Gas.
7/12/1967	7/15/1967	DEED	197	315	WARRANTY DEED	WILSIE O. WALTON AND GENEVA WALTON, EACH IN THEIR OWN RIGHT AND AS H/W	RALPH H. HARPER AND MARY L. HARPER, H/W, JTROS	32.8 acres	Prior reference: DB 125/154, DB 141/354 E/R all Coal, Oil and Gas.
6/10/1997	7/14/1997	DEED	399	279	SPECIAL WARRANTY DEED	MARY JEAN RYLANDS, Executrix under the Last Will and Testament of F RALPH H. HARPER, Deceased. MARY JEAN RYLANDS AND CLIFFORD JAMES RYLANDS, III, W/H, PAMELA JANE BUTCHER AND CHARLES DONALD BUTCHER, W/H RALPH MARK HARPER AND TIA LEA HARPER, H/W	REBECCA LYNNE SMITH		Ralph H. Harper D.O.D 11/10/1993 Per LWT of Ralph H. Harper, WB 29/614, decedant devised all of his property to his four children, Grantors herein. Mary L. Harper, wife of Ralph H. Harper, predeceased him. Subject parcel being comprised of 4 tracts, 1. 54.4 acres, 2Q-84, DB 187/190 2. 43.5 acres, 2Q-86, DB 191/289 3. 32.73 acres, 3R-1, DB 197/315

Instr Date	Date Filed	Book Type	Book	Page	Instrument	Grantor	Grantee	Acres	Comments
4/20/1999	5/25/1999	DEED	411	771	WARRANTY DEED	REBECCA LYNNE SMITH	RALPH H. HARPER LUMBER, LLC.	1. 190.129 acres 2. 207.546 acres	Prior reference: DB 399/279 E/R all Coal, Oil and Gas. Tract 2 being comprised of 4 tracts, 1. 54.4 acres, 2Q-84 2. 43.5 acres, 2Q-86 3. 32.73 acres, 3R-1 4. 104.48 acres, 3R-2.1
8/26/2005	8/29/2005	DEED	454	582	WARRANTY DEED	RALPH H. HARPER LUMBER COMPANY, LLC	TALL TREES & LAND LLC	1. 190.129 acres 2. 226.125 acres	Prior reference: DB 411/771 E/R all Coal, Oil and Gas. NOTE: Description of tract 2 is a corrected description from the previous deed, DB 411/771. This correction accounts for the discrepancy between 207.546 acres, previously conveyed, and 226.125 acres being conveyed now. NOTE: There is a difference of 2.77 acres between the subject tract as it was conveyed in this deed, said to contain 226.125 acres, and the current assessed acreage for parcel 01-2Q-84. Two outsales were found which seem to account for said discrepancy. DB 469/626, conveying 2.74 acres to James F. Wolfram. DB 513/54, conveying .03 acres to Adrian Public Service District
2/5/2010	7/6/2010	DEED	491	309	MEMORANDUM OF PIPELINE RIGHT OF WAY OPTION AGREEMENT	TALL TREES & LAND LLC	APPALACHIA MIDSTREAM SERVICES, LLC		Pipeline right of way option agreement covering subject parcel 01-2Q-84.
4/23/2010	7/7/2010	DEED	491	324	MEMORANDUM OF PIPELINE RIGHT OF WAY OPTION AGREEMENT	TALL TREES & LAND LLC	APPALACHIA MIDSTREAM SERVICES, LLC		Pipeline right of way option agreement covering subject parcel 01-2Q-84.
10/1/2010	12/9/2010	DEED	494	749	MEMORANDUM OF PIPELINE RIGHT OF WAY OPTION AGREEMENT	TALL TREES & LAND LLC	APPALACHIA MIDSTREAM SERVICES, LLC		Pipeline right of way option agreement covering subject parcel 01-2Q-84.

Document Annotations

MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE PLAT BOOK 4 PAGE 255
 SEE PLAT BOOK 4 PAGES 255
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 327
 MEMORANDUM OF R/W SEE DEED BOOK 491 PAGE 309
Memorandum of Lease See Deed Book 462 Page 476
BOOK 454 PAGE 582

THIS DEED made this 26th day of August, 2005, by and between RALPH H. HARPER LUMBER COMPANY, LLC, a limited liability company, Grantor and Party of the First Part, and TALL TREES & LAND, L.L.C., a limited liability company, with principal offices at Industrial Park, Slaty Fork, West Virginia, 26291, Grantee and Party of the Second Part,

W I T N E S S E T H:

That for and in consideration of the sum of Nine Hundred Thousand Dollar (\$900,000.00), paid and to be paid as hereinafter set forth, the said Party of the First Part does hereby grant and convey unto the Party of the Second Part, with covenants of GENERAL WARRANTY, free from all liens and encumbrances, but subject to the reservations and exceptions hereinafter contained and set forth, all of those two (2) certain tracts or parcels of land, together with all rights of way, improvements and appurtenances thereunto belonging, situate in Banks District, of Upshur County, West Virginia, containing 190.129 acres and 226.125 acres, more or less, and being the same tracts or parcels of land more particularly described as set forth on Exhibit A and Exhibit B, being descriptions of survey made by Dale P. Bennett, Licensed Land Surveyor, hereto attached and expressly made a part of this deed.

The two tracts or parcels of land herein conveyed are the same two tracts or parcels of land which were conveyed by Rebecca Lynn Smith and Robert James Smith, her husband to Ralph H. Harper Lumber, LLC, the Grantor herein, by deed dated April 20, 1999, of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia, in Deed Book 411 at Page 771. It is expressly understood that the description of the Second Tract of 226.125 acres contained and set forth on Exhibit B is a corrected description for that tract as contained in the last mentioned deed (Deed Book 411, Page 771) and that said corrected description was obtained through survey made by Dale P. Bennett, Licensed Land

Document Annotations

MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE FLAT BOOK 4 PAGE 293
 SEE FLAT BOOK 4 PAGES 295 & 297
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 327
 MEMORANDUM OF R/W SEE DEED BOOK 494 PAGE 749

BOOK 454 PAGE 583

Surveyor.

The Party of the First Part expressly reserves and excepts form this conveyance and the operation of this deed any and all interest and rights, title and interest, if any, in and to the coal, oil and gas in upon and underlying the tracts or parcels of land conveyed which it might have, together with any and all rights of way, easements, rights and privileges necessary and convenient for the mining, drilling, leasing, operating, developing, and removal of the same.

There is further excepted and reserved from this conveyance and the operation of this deed the following:

(1) All exceptions, reservations and outconveyances as contained and set forth in deeds of record and particularly all exceptions, reservations and outconveyances of coal, oil and gas and mining and operating rights and privileges pertaining thereto.

(2) Any and all rights of way or easements set forth in deed of record or which would be disclosed by an inspection of the premises.

As hereinbefore set forth, the consideration for this conveyance is the payment by the Party of the Second Part to the Party of the First Part of the sum of Nine Hundred Thousand Dollars (\$900,000.00). Of said amount, Five Hundred Thousand Dollars (\$500,000.00) is cash in hand paid, the receipt of which is hereby acknowledged, and the balance of Four Hundred Thousand Dollars (\$400,000.00) is to be paid, without interest, on or before one (1) year from date of this deed. As evidence of the deferred purchase money, the Party of the Second Part has executed and delivered to the Party of the First Part its Promissory Note and to secure the payment of the deferred purchase money and note, the Party of the Second Part has further executed and delivered to the Party of the First Part a deed of trust conveying the herein described real estate. It is understood that the deed of trust is a second lien

Document Annotations
 MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE PLAT BOOK 4 PAGE 293
 SEE PLAT BOOK 4 PAGES 295 & 297
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 327
 MEMORANDUM OF R/W SEE DEED BOOK 494 PAGE 749
 BOOK 454 PAGE 584

deed of trust which is junior in order of the priority to and subordinate to a purchase money deed of trust in Favor of City National Bank, Beckley, West Virginia.

The parties hereto shall prorate the 2005 real estate taxes between themselves on a calendar year basis, using the 2004 tax liability as the basis therefore.

DECLARATION OF CONSIDERATION

The undersigned Grantor does hereby declare that the total consideration paid and to be paid for the real estate herein conveyed is \$900,000.00.

Witness the following signature:

Ralph H. Harper Lumber Company, LLC, a limited liability company

By: R. Harper
 Its: member

STATE OF WEST VIRGINIA,

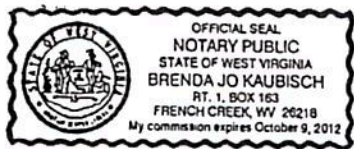
COUNTY OF UPSHUR, TO-WIT:

I, Brenda Jo Kaubisch, a notary public in and for the aforesaid County and State, do hereby certify Ralph H. Harper Lumber Company, LLC, a limited liability company, by B. Mark Harper, its member, whose name is signed to the foregoing writing, bearing date of the 26th day of August, 2005, has this day acknowledged the same before me in my said County and State.

Given under my hand this 26th day of August, 2005.

My commission expires: October 9, 2012.

Brenda Jo Kaubisch
 Notary Public



The foregoing instrument was prepared by Robert J. Wallace, P.O. Box 2550, Buckhannon, WV 26201. (1b)

Document Annotations

MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE PLAT BOOK 4 PAGE 293
 SEE PLAT BOOK 4 PAGES 295 & 297
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 327
 MEMORANDUM OF R/W SEE DEED BOOK 494 PAGE 749

Book-Page 454-585

BOOK 454 PAGE 585

EXHIBIT A

DESCRIPTION OF SURVEY

A parcel situate on the Waters of the Little Kanawha River in Banks District, Upshur County, West Virginia, bounded and described as follows:

Beginning at a Found 1" Iron Pipe, being the southwest corner of Ralph H. Harper and Mary L. Harper (DB 187/190) and the northwest corner of Dennis Alkire (DB 371/125); Thence with a line of said Alkire and a line of Guy Siron and Reva Siron (DB 135/135, S 42-58-20 W 5417.10' to a Found 22" poplar with hacks, being a corner of H. S. Claypole et. al. (WB D/508)(DB 181/10);

Thence with 3 lines of said Claypole, S 11-20-50 E 650.78' to a Set 1/2" Rebar;

Thence S 60-54-56 W 363.00' to a Set 1/2" Rebar;

Thence S 42-54-56 W 214.50' to 15" Chestnut Oak on Cliff, the northeast corner of Orlando Cesaro et. al. (DB 264/265) (DB 359/423);

Thence with 2 of the northern lines of said Orlando Cesaro et. al., S 67-54-56 W 280.50' to a Set 1/2" Rebar;

Thence N 69-05-04 W 140.25' to a Set 1/2" Rebar in the northern line of said Orlando Cesaro et. al.;

Thence with the northern line of said Orlando Cesaro et. al. and with 2 of the northern lines of Leroy J. McKissic (DB 146/443), S 68-54-17 W 1287.41' to a 22' Hickory;

Thence S 29-06-04 W 106.43' to a 24" Chestnut Oak on Cliff, the southeast corner of Leroy J. McKissic (DB 306/362);

Thence with the eastern line of said Leroy J. McKissic (DB 306/362), N 16-39-31 W 542.38' to a found 1/2" Iron rod, corner of said McKissic and in the southern line of Coastal Lumber Co. (DB 238/55);

Thence with the southern line of said Coastal Lumber Co. N 60-50-51 E 291.94' to a Found 1/2" Iron Rod, the southwest corner of Reta Hunt (DB 334/381);

Thence with 7 of the eastern lines of Reta Hunt (DB 334/381), N 58-53-58 E 799.29' to a Found 18" Chestnut with Hacks;

Thence N 86-18-14 E 396.00' to a Set 1/2" Rebar;

Document Annotations
 MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE PLAT BOOK 4 PAGE 293
 SEE PLAT BOOK 4 PAGES 295 & 297
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 327
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 749

~~Thence N 05-18-14 E 181.50' to a Set 1/2" Rebar;~~

Thence N 14-26-43 W 582.24' to a 24" Beech, with Hacks beside rock;

Thence N 52-33-17 E 384.01' to a Set 1/2" Rebar;

Thence N 51-33-45 W 693.08' to a Set 1/2" Rebar;

Thence N 03-27-00 E 924.00' to a Found 2" Iron pipe, corner to Francis E. Clayton (DB 364/27);

Thence with 1 line of said Clayton, N 30-38-45 E 482.33' to a 8" Chestnut Oak on the southeastern right of way line of West Virginia Secondary Route 46/1;

Thence with the eastern line of said Clayton and with the said Route 46/1, N 12-55-10 E 375.76' to a point in the centerline of Route 46/1;

Thence N 31-55-10 E 119.81' to a point in the centerline of said Route 46/1;

Thence N 35-52-10 E 160.85' to a Found 2" Iron Pipe in the center of old West Virginia Secondary Route 46/1;

Thence with the center line of said old Route 46/1, N 46-09-20 E 176.58' to a point in the intersection old Route 46/1 and new Route 46/1;

Thence with the centerline of new Route 46/1, N 61-45-57 E 130.08' to a point in the centerline of new Route 46/1;

Thence N 67-57-57 E 94.29' to a point in the centerline of new Route 46/1;

Thence N 75-55-09 E 163.34' to a point in the centerline of said Route 46/1, corner of Billy J. Bennington (DB 285/88);

Thence with the centerline of old Route 46/1 and with 5 lines of said Bennington, S 78-03-47 E 86.17' to a point in the centerline of old Route 46/1;

Thence N 83-48-55 E 97.60' to a point in the centerline of old Route 46/1;

Thence N 55-06-05 E 100.36' to a point in the centerline of old Route 46/1;

Document Annotations

MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE PLAT BOOK 4 PAGE 293
 SEE PLAT BOOK 4 PAGES 295 & 297
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 327
 MEMORANDUM OF R/W SEE DEED BOOK 494 PAGE 749

BOOK 454 PAGE 587

Thence N 60-36-11 E 97.84' to a point in the centerline of old Route 46/1;

Thence N 27-44-40 E 165.85' to a point in the centerline of said old Route 46/1, being the southwest corner of Ruthbell Lumber Co. (DB 183/67);

Thence leaving said right of way line of said old Route 46/1 and running with 5 lines of Ruthbell Lumber Co. (DB 183/67), S 75-29-00 E 838.20' to a found 1/2" Iron Rod;

Thence S 77-43-22 E 632.74' to a Found 1/2" Iron Rod;

Thence N 23-02-38 E 212.90' to a point on cliff;

Thence N 63-18-38 E 222.46' to a point;

Thence N 43-38-54 E 381.40' to a Found 1/2" Iron rod, corner to Ruthbell Lumber Co. and Ralph R. Andrew (DB 216/508);

Thence with 7 lines of said Andrew, N 21-57-23 E 447.65' to a point in centerline of drain on top of cliff;

Thence with the top of the cliff, N 60-26-02 E 120.80' to a point;

Thence N 81-11-04 E 269.05' to a point;

Thence N 76-04-23 E 372.40' to a point;

Thence N 59-32-51 E 136.39' to a point at end of cliff;

Thence N 80-38-16 E 222.79 to a point at end of cliff;

Thence N 80-18-10 E 165.99' to a point on top of cliff, being in the western line of Ralph H. Harper and Mary L. Harper (DB 187/190);

Thence with the western line of said Ralph Harper and Mary L. Harper (DB 187/190), S 04-04-24 E 368.71' to the beginning, containing 236.774 Acres, more or less.

There is excepted and reserved from this tract of 236.744 acres, more or less, a tract of 46.645 acres, that was conveyed to H. S. Claypole as recorded in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Will Book D at page 508, Deed Book 126 at page 511, Deed Book 181 at page 10 and Deed Book 181 at page 11.

Being all of the First, Second, Third, Fourth, Fifth and

Document Annotations

MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE PLAT BOOK 4 PAGE 293
 SEE PLAT BOOK 4 PAGES 295 & 297
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 327
 MEMORANDUM OF R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309

BOOK 454 PAGE 588

Sixth Tracts conveyed to Ralph Mark Harper and Mary Jean Rylands, as Co-trustees of the Ralph H. Harper Family Trust, and their successors in Office as recorded in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 371 at page 108.

Description written by Dale P. Bennett, PS #954



Dale P. Bennett

Document Annotations

MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE FLAT BOOK 4 PAGE 293
 SEE FLAT BOOK 4 PAGES 295 & 297
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 325
 MEMORANDUM OF R/W SEE DEED BOOK 494 PAGE 749

Book-Page 454-589

BOOK 454 PAGE 589

EXHIBIT B

DESCRIPTION OF SURVEY

A parcel situate on the Waters of the Little Kanawha River in Banks District, Upshur County, West Virginia, bounded and described as follows:

Beginning at a Found 16" Beech, the southeast corner of John C. and Doreen B. Planck (DB 255/617) and the southwest corner of Carl W. Chapman (DB 401/467); Thence with a line of Chapman, S 75-57-22 E 438.62' to a Set 1/2' Rebar, corner of Richard G. Bennett (WB 31/246);

Thence with 3 lines of said Bennett, S 25-57-54 W 648.86' to a rock;

Thence S 35-19-53 E 363.00' to a Set 1/2" Rebar;

Thence S 64-15-43 E 998.00' to a Found 1" Iron Pipe on the western right of way line of a 20' right of way (DB 312/562);

Thence crossing said 20' right of way and running S 67-38-39 E 23.44' to a point on the eastern right of way line of said 20' right of way, the northwest corner of Kathleen Jo, Rodney D. and Wm. D. Smith (DB 399/666) and the southwest corner of Kenneth W. Davidson (DB 324/579);

Thence with the eastern right of way line of said 20' right of way and with said Smith, for 6 lines, S 09-10-40 E 293.44' to a point on said right of way line;

Thence S 10-23-20 W 114.86' to a point on said right of way line;

Thence S 25-41-20 E 124.41' to a point on said right of way line;

Thence S 44-27-20 W 284.01' to a point on said right of way line;

Thence S 55-27-20 W 291.93' to a point on said right of way line;

Thence S 55-20-20 W 181.09 to a Found 1/2 Rebar, corner of said Smith;

Thence leaving said right of way and running with 5 lines of said Smith, S 05-52-20 W 44.15' to a Found 3/4" Iron Pipe;

Thence S 05-52-20 W 80.00' to a point in the Little Kanawha River;

Document Annotations

MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE FLAT BOOK 4 PAGE 293
 SEE FLAT BOOK 4 PAGES 295 & 297
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 327
 MEMORANDUM OF R/W SEE DEED BOOK 491 PAGE 318

BOOK 454 PAGE 590

Book-Page 454-590

Thence S 75-46-40 E 260.00' to a point;

Thence N 49-33-20 E 426.00' to a point in the Little Kanawha River;

Thence N 23-18-20 E 23.21' to a point in said Little Kanawha River, corner of said Smith and the corner of John H. Fidler (WB 19/609, DB 388/46);

Thence crossing said Little Kanawha River and with 4 lines of said Fidler, S 86-22-54 E 28.70' to a rock in the Mouth of Davis Run,

Thence S 86-22-55 E 366.47' to a Set 1/2" Rebar;

Thence S 82-31-26 E 499.50' to a Set 1/2" Rebar;

Thence S 82-31-26 E 60.00' to a point in the centerline of West Virginia State Route 20 and a point in line of said Fidler and corner of James H. Woodford and Marguerite Layman (DB 306/164);

Thence with 5 lines of said Woodford and Layman, S 27-31-26 E 75.90' to a point in said centerline of Route 20;

Thence S 54-01-26 E 203.28' to a point in an old road;

Thence S 66-37-07 E 164.00' to a point in said old road;

Thence S 27-25-18 E 57.60' to a point in said old road;

Thence S 18-06-37 W 23.71' to a Set 1/2" Rebar, the northern corner of Marguerite Layman (WB 25/931);

Thence with 2 lines of said Layman, S 18-06-37 W 263.00' to a 19" poplar, the southwest corner of said Layman;

Thence N 88-19-00 E 181.03' to a Found 1-1/2" Iron Pipe on the eastern right of way line of said old road, the southeast corner of said Layman and being a corner of said Woodford and Layman (DB 306/164);

Thence with 8 lines of said Woodford and Layman, N 88-19-00 E 14.74' to a point in the centerline of said old road;

Thence with the centerline of said old road, S 08-47-38 E 20.59' to a point in said centerline;

Thence S 01-29-51 W 93.80' to a point in said centerline;

Thence S 07-24-27 E 174.02' to a point in said centerline;

Document Annotations

MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE PLAT BOOK 4 PAGE 293
 SEE PLAT BOOK 4 PAGES 295 & 297
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 327
 MEMORANDUM OF R/W SEE DEED BOOK 494 PAGE 749

BOOK 454 PAGE 591

Thence S 05-47-34 E 92.17' to a point in said centerline;
 Thence S 11-00-19 E 90.90' to a point in said centerline;
 Thence S 23-29-41 E 46.23' to a point in said centerline;
 Thence S 40-13-14 E 21.83' to a point in said centerline
 and being a corner of Regis L. and Connie L. Gmuer
 (DB 394/376) and a corner of said Woodford and Layman;
 Thence leaving said centerline of said old road and running
 with 17 lines of said Gmuer, S 88-15-31 W 20.00' to a Set
 1/2" Rebar on the western right of way line of said old road;
 Thence leaving said old road and running, S 88-15-31 W
 243.00' to a 36" Double Hemlock;
 Thence N 08-41-03 W 308.51' to a 13" Hickory;
 Thence N 82-14-03 W 88.00' to a Set 1/2" Rebar;
 Thence N 33-25-47 W 251.22' to a 10" Ash;
 Thence S 59-12-49 W 424.45' to a 14" Hickory;
 Thence S 15-54-41 W 398.06' to a 8" Hickory;
 Thence S 73-05-08 E 195.12' to a 3" Hickory;
 Thence S 12-48-40 E 304.98' to a Power Pole;
 Thence S 55-03-26 E 346.59' to a 10" Gum;
 Thence S 22-26-53 W 217.95' to a 14" Hickory;
 Thence S 84-45-07 E 425.00' to a Set 1/2" Rebar;
 Thence N 81-40-48 E 567.36' to a White Oak;
 Thence N 81-40-48 E 11.01' to a point in the centerline of
 said old road;
 Thence with centerline of said old road, for 3 lines,
 S 22-06-33 W 41.08' to a point in said centerline;
 Thence S 05-15-54 W 44.17' to a point in said centerline;
 Thence S 16-21-29 E 20.08' to a point in said centerline,
 corner of said Gmuer and being a point in line of Gilbert T.
 and Malinda Pennington (DB 326/704);

Document Annotations
 MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE PLAT BOOK 4 PAGE 293
 SEE PLAT BOOK 4 PAGES 295 & 297
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 327
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 349

Thence leaving said centerline and running with 2 lines of said Pennington, S 61-38-50 W 1653.19' to a Found 1/2" Iron Rod;

Thence S 85-30-49 W 743.92' to a Found 1/2" Iron Rod in line of Steven D. Fox (DB 417/628);

Thence with 2 lines of said Fox, N 22-18-11 W 392.04' to a Set 1/2" Rebar;

Thence N 32-41-49 E 1218.14' to a Set 1/2" Rebar, a corner of Randall F. and Susan D. Cesaro (DB 415/81);

Thence with a line of said Cesaro, N 53-49-03 W 115.50' to a point in the centerline of said Route 20 in line of said Cesaro, a corner of Dennis Alkire (DB 371/125);

Thence with the centerline of said Route 20, being with lines of said Alkire, for 34 calls, N 68-07-53 W 23.11' to a point in said centerline;

Thence N 78-14-36 E 26.16' to a point in said centerline;

Thence N 86-28-14 E 58.92' to a point in said centerline;

Thence N 79-06-01 E 40.39' to a point in said centerline;

Thence N 66-24-48 E 40.52' to a point in said centerline;

Thence N 59-56-13 E 126.70' to a point in said centerline;

Thence N 62-15-43 E 57.53' to a point in said centerline;

Thence N 70-23-33 E 36.55' to a point in said centerline;

Thence N 78-51-02 E 42.55' to a point in said centerline;

Thence N 85-34-06 E 33.30' to a point in said centerline;

Thence S 87-27-31 E 39.76' to a point in said centerline;

Thence S 84-24-53 E 57.53' to a point in said centerline;

Thence S 80-39-34 E 150.25' to a point in said centerline;

Thence S 76-44-45 E 53.60' to a point in said centerline;

Thence S 68-48-22 E 40.28' to a point in said centerline;

Thence S 62-30-08 E 41.94' to a point in said centerline;

Thence S 58-56-54 E 57.87' to a point in said centerline;

Document Annotations

MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE PLAT BOOK 4 PAGE 293
 SEE PLAT BOOK 4 PAGES 295 & 297
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 327
 MEMORANDUM OF R/W SEE DEED BOOK 494 PAGE 749

Book-Page 454-593

BOOK 454 PAGE 593

Thence S 61-41-26 E 40.36' to a point in said centerline;
 Thence S 71-09-21 E 39.88' to a point in said centerline;
 Thence S 88-56-09 E 57.01' to a point in said centerline;
 Thence N 68-01-41 E 44.28' to a point in said centerline;
 Thence N 53-14-52 E 33.11' to a point in said centerline;
 Thence N 38-20-37 E 36.61' to a point in said centerline;
 Thence N 23-08-46 E 36.60' to a point in said centerline;
 Thence N 10-13-05 E 31.72' to a point in said centerline;
 Thence N 04-50-07 E 42.47' to a point in said centerline;
 Thence N 01-45-40 E 46.09' to a point in said centerline;
 Thence N 01-39-38 E 47.04' to a point in said centerline;
 Thence N 05-08-57 E 44.85' to a point in said centerline;
 Thence N 11-56-54 E 41.04' to a point in said centerline;
 Thence N 18-53-17 E 50.47' to a point in said centerline;
 Thence N 24-51-32 E 47.52' to a point in said centerline;
 Thence N 31-44-50 E 52.61' to a point in said centerline;
 Thence N 45-31-47 E 27.92' to a point in said centerline;
 Thence leaving said centerline and running with said Alkire line, N 49-54-42 W 1449.11' to a Found 1" Iron Pipe, a corner of. Ralph H. Harper Lumber LLC (DB 411/771);
 Thence with a line of said Smith and with lines of Ralph R. Andrew (DB 216/508, DB 174/531), Michael Andrew (DB 266/236) and Donald and Ruth Riley (DB 163/255), N 03-29-57 W 3134.05' to a Found Stone, corner of John C. and Doreen B. Planck (DB 255/617);
 Thence with 3 lines of said Planck, S 53-28-55 E 313.50' to a Set 1/2" Rebar;
 Thence S 56-39-49 E 290.69' to a Set 1/2" Rebar;
 Thence S 69-37-45 E 413.10' to the beginning, containing 226.125 acres, as shown on a plat attached to and made a part of this description.

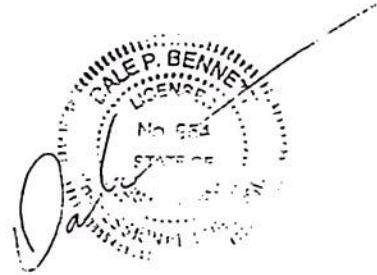
Document Annotations

MEMORANDUM OF LEASE SEE DEED BOOK 462 PAGE 476
 SEE PLAT BOOK 4 PAGE 293
 SEE PLAT BOOK 4 PAGES 295 & 297
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGE 309
 MEMORANDUM OF PIPELINE R/W OPTION AGREEMENT SEE DEED BOOK 491 PAGES 324 & 327
 MEMORANDUM OF R/W SEE DEED BOOK 494 PAGE 749

BOOK 454 PAGE 594

Being part of the tracts as conveyed to Ralph H. Harper Lumber LLC in Deed Book 411 at page 771.

Description written by Dale P. Bennett, PS #954.



UPSHUR COUNTY, WV
FILED
August 25, 2005 12:01:49

DEBBIE THACKER WILFONG
COUNTY CLERK
TRANSACTION NO: 2005010509
Transfer Tax: \$3,960.00

DEEDS
Book: 00454 Page: 00582
Line: 00001

(6)



Upshur County
 Carol J Smith, Clerk
 Instrument 201700007557
 11/15/2017 @ 12:00:26 PM
 DEED
 Book 548 @ Page 132
 Pages Recorded 25
 Recording Cost \$ 48.00

