

**DEED RESTRICTION**

THIS DECLARATION OF DEED RESTRICTIONS FOR CONSERVATION ("Declaration") made this 16 day of November, 2014, by Robert Francis Villers ("Grantor"), having an address at 222 Bens Lane, Proctor, WV 26055;

**WITNESSETH:**

**WHEREAS**, Robert Francis Villers is the owner of certain real property located in the Meade District, Map 21 Parcel 0001 Sub Parcel 0000 (hereinafter "the Property"), and the Property is also described in a deed of record in the office of the Clerk of the County Commission, Marshall County at Deed Book 652, Page 105; 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 Marshall 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.*, 5:12-cr-00030-FPS (N.D.W.V.), Civil Action No. 5:13-CV-170 ("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 to control of alien invasive or noxious plant or animal species; to return the Conserved Area to farming, silviculture, and ranching activities that occurred in the Conserved Area prior to CALLC's initial entry onto the Property; and/or mitigation described in Paragraph 7:
  - a. Removal, excavation, dredging, or disturbance of the surface;

Jan Pest  
MARSHALL County 09:42:39 AM  
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Additional \$7.00

- 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. Anthropogenic 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. Anthropogenic 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 (excepting agricultural uses within the Conserved Area preexisting CALLC's initial entry onto the Conserved Area; 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:

Robert Francis Villers  
222 Bens Lane  
Proctor, WV 26055

To CALLC:

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

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

To Third 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 the Marshall County.

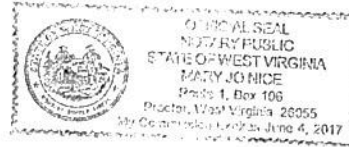
Robert Francis Villers

By: Robert Francis Villers  
Name: Robert Francis Villers  
Title: Owner

STATE OF WEST VIRGINIA  
COUNTY OF MARSHALL

Be it remembered that on this 11 day of November, 2014, before me, the subscriber, a Notary Public, personally appeared: Robert Francis Villers and he thereupon acknowledged that he signed the foregoing instrument in such capacity, and that said instrument is the voluntary act of deed of said Robert Francis Villers.

Printed Name: Mary Jo Nice  
A Notary Public of West Virginia



My Commission Expires: June 4, 2017

Document Prepared by:  
Chesapeake Appalachia, L.L.C.  
6100 N. Western Avenue  
Oklahoma City, OK 73118



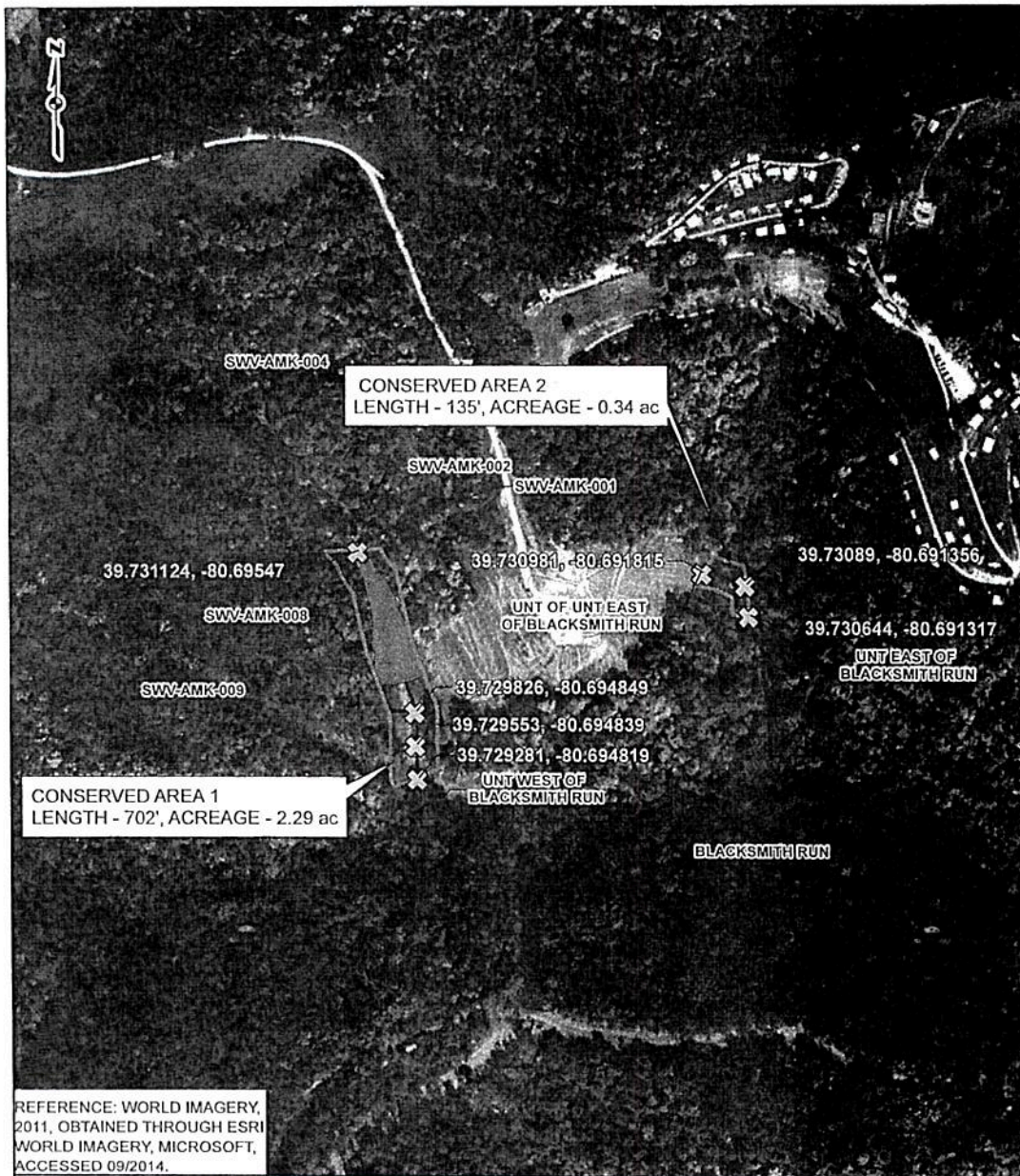
**EXHIBIT A**  
**CONSERVED AREA**

**Villers Property Deed Restriction – Meade District, Marshall County WV; DB 652 Pg 105**

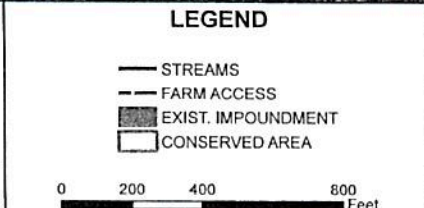
*Consisting of two individual restricted Conserved Areas including four (4) sections of stream restoration located along unnamed tributaries of Blacksmith Run in Meade District, Marshall County, WV (see attached map). The following descriptions reference WV State Plane North NAD 83 Data and are subject to and subservient to any prior existing property interest or right, existing at the time of this deed restriction, being recorded and also including a 100 foot wide easement for farm access and livestock watering also described below:*

*Conserved Area 1 measuring 2.29 acres, starting at Latitude 39.731124, Longitude -80.69547 at the approximate centerline of the unnamed tributary – west, Blacksmith Run at the intersection of the northernmost property line thence following the stream running south (downstream) along the stream centerline for approximately 702 feet with an offset (looking downstream) of sixty (60) feet to the east (left) and eighty (80) feet to the west (right) to a point Latitude 39.729281, Longitude -80.694819 at the approximate centerline of the unnamed tributary-west, Blacksmith Run. Within Conserved Area 1 there being a designated approximately 100 foot wide easement for farm access and livestock watering access starting at Latitude 39.729826, Longitude -80.694849 running downstream to Latitude 39.729281, Longitude -80.694839. This Conserved Area encompassing three sections of stream restoration including the unnamed tributary-west, Blacksmith Run and short segments of two smaller unnamed tributaries of the unnamed tributary-west, Blacksmith Run.*

*Conserved Area 2 measuring 0.34 acres, starting at Latitude 39.730981, Longitude -80.691815 at the approximate centerline of the unnamed tributary of the unnamed tributary-east, Blacksmith Run thence running southeast (downstream) along the stream centerline with an offset (looking downstream) of fifty (50) feet to the northeast (left) and fifty (50) feet to the south (right) to a point at the approximate stream centerline intersection with the property line at Latitude 39.73089, Longitude -80.691356 then turning south and paralleling the unnamed tributary-east, Blacksmith Run maintaining a 50 foot offset to the west while following the property line to a point at approximately Latitude 39.730644, Longitude -80.691317.*



REFERENCE: WORLD IMAGERY, 2011, OBTAINED THROUGH ESRI WORLD IMAGERY, MICROSOFT, ACCESSED 09/2014.



CONSERVED AREAS 1 AND 2

MEADE DISTRICT DEED VOL 652 PG 105

NOTE: POINTS GIVEN ARE IN WV STATEPLANE NORTH NAD83 FEET

THIS DEED, made this 30 day of April, 2006, by and between MARY JOSEPHINE NICE, ROBERT FRANCIS VILLERS, and WACHOVIA BANK, N.A., TRUSTEE OF THE CLARA T. KLUG TRUST, parties of the first part, and, ROBERT FRANCIS VILLERS, party of the second part.

WITNESSETH, that for and in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt of all which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, the following described property, with the appurtenances thereunto belonging, situate in Meade District, Marshall County, West Virginia, that is to say:

**FIRST TRACT:** Situate on the waters of the South Fork of Rock Camp Run, Black Smith Run and Bark Camp Run, in Meade District, Marshall County, West Virginia, approximately 0.4 mile easterly of the intersection of Route 4 and Route 21/15, that is to say:

Beginning at a 5/8-inch rebar set at the northeastern corner of the Weigand tract of record in Deed Book 240 page 371 at the corner of a 83.606 acre tract and a 111.505 acre tract; thence with the said 83.606 acre tract, South 86 Degrees 32 Minutes 40 Seconds East for a distance of 960.18 feet to a 5/8-inch rebar set on the western side of a dirt road with a maple witness at the corner of the Watkins tract of record in Deed Book 502 page 160 and the said 83.606 acre tract; thence with the said Watkins tract for the following seven courses and distances: South 86 Degrees 32 Minutes 40 Seconds East (passing a 5/8-inch rebar set at 563.95 feet and continuing 25.59 feet), for a total distance of 589.54 feet to a point in the run in a ravine; thence South 02 Degrees 54 Minutes 28 Seconds East for a distance of 445.50 feet to a point in the said run; thence South 00 Degrees 54 Minutes 28 Seconds East for a distance of 198.00 feet to a stone pile built on top of a rock out-crop on the eastern side of the run with a beech witness; thence South 37 Degrees 38 Minutes 57 Seconds East for a distance of 80.52 feet to a 5/8-inch rebar set in a small stone pile on the top of the bank on the northeastern side of the intersection of the aforesaid run and Black Smith Run with a maple witness; thence South 57 Degrees 23 Minutes 57 Seconds East for a distance of 627.00 feet to a 5/8-inch rebar set on the northern side of Blacksmith Run at the toe of the bank with a maple witness; thence South 40 Degrees 53 Minutes 57 Seconds East (passing a 16-inch elm at 261.1 feet on the southern side of the said Bark Camp Run and continuing 527.6 feet), for a total distance of 788.70 feet to a point in the said Blacksmith Run; thence South 32 Degrees 08 Minutes 57 Seconds East for a distance of 330.00 feet to a 5/8-inch rebar set on the north side of a dirt road on the eastern bank of the said Blacksmith Run with a maple witness; thence with the Blair tract for the following five courses and distances, South 60 Degrees 18 Minutes 25 Seconds West for a distance of 334.63 feet to a point in a dirt road with a white oak witness; thence South 70 Degrees 18 Minutes 25 Seconds West for a distance of 375.44 feet to a 5/8-inch rebar set on the north side of the said road with an elm witness; thence South 61 Degrees 18 Minutes 25 Seconds West for a distance of 360.75 feet to a point in the said road; thence South 74 Degrees 18 Minutes 25 Seconds West (passing a 5/8-inch rebar set on the northern top of

road bank at 42.83 feet and continuing 189.10 feet), for a total distance of 240.93 feet to a 5/8-inch rebar set in the southern edge of a dirt road at the top of the creek bank of Bark Camp Run with a beech witness; thence South 64 Degrees 03 Minutes 25 Seconds West (passing the intersection of the mouth of a run and Bark Camp Run at 222.22 feet and continuing 62.46 feet); for a total distance of 284.68 feet to a 5/8-inch rebar set on the southern side of the said Bark Camp Run and on the northern side of a dirt road with a sycamore witness at the corner of the Fox/Hoffman tract; thence with the said Fox/Hoffman tract for the following two courses and distances: crossing the said Bark Camp Run, North 34 Degrees 41 Minutes 35 Seconds West for a distance of 499.50 feet to a 5/8-inch rebar set approximately 10-feet northeast of a dirt road against the northwestern side of a large flat rock with a maple witness; thence North 58 Degrees 56 Minutes 35 Seconds West for a distance of 133.85 feet to a 1-inch iron pipe found with an aluminum tag # 9 on the inside of a hairpin turn at the corner of the said Fox/Hoffman tract and the Hoffman tract; thence with the said Hoffman tract for the following eight courses and distances: North 26 Degrees 54 Minutes 58 Seconds West for a distance of 801.00 feet to a 5/8-inch rebar set on the southern side of the ridge on the southeast side of an old large barn with a twin maple witness; thence crossing over the said ridge, North 01 Degrees 25 Minutes 58 Seconds West for a distance of 104.17 feet to a 5/8-inch rebar set at the base of a large 36-inch maple witness which is northeast of the said old large barn; thence South 89 Degrees 59 Minutes 02 Seconds West for a distance of 275.08 feet to a 5/8-inch rebar set across from an old 2-story house and northeast of and below an old out house; thence South 59 Degrees 02 Minutes 02 Seconds West for a distance of 328.25 feet to a 5/8-inch rebar set below a dirt lane; thence South 53 Degrees 40 Minutes 02 Seconds West for a distance of 90.17 feet to a 5/8-inch rebar set below a dirt lane; thence South 79 Degrees 03 Minutes 02 Seconds West for a distance of 183.00 feet to a 5/8-inch rebar set below a dirt lane; thence South 71 Degrees 19 Minutes 02 Seconds West for a distance of 110.00 feet to a 5/8-inch rebar set below a dirt lane; thence South 28 Degrees 24 Minutes 02 Seconds West for a distance of 312.25 feet to a 5/8-inch rebar set below a dirt lane at the corner of the said Hoffman tract; thence with the outside line of the Klug tract, North 51 Degrees 02 Minutes 15 Seconds West for a distance of 448.72 feet to a 5/8-inch rebar set with a beech witness; thence continuing with the Klug line, North 28 Degrees 21 Minutes 45 Seconds East for a distance of 1656.30 feet to a 5/8-inch rebar set on a flat at the corner of the Weigand tract of record in Deed Book 240 page 371; thence continuing with the said Weigand tract, North 01 degrees 37 Minutes 40 Seconds West for a distance of 198.00 feet to the point of beginning, having an area of 111.505 acres as surveyed by Joshua E. Moody, Licensed Land Surveyor No. 2020, and shown on a plat attached hereto and made a part of this description.

Being a part of the same property that was conveyed unto Francis Joseph Klug and Clara T. Klug, husband and wife, by deed dated the 16<sup>th</sup> day of June, 1946, and recorded in the Office of the Clerk of the County Commission of Marshall County, West Virginia, in Deed Book 240, at page 365.

**SECOND TRACT:** Two parcels of land situate on the Waters of Lynn Camp in Meade District, Marshall County, West Virginia, that is to say:

**Tract A:** A tract formerly conveyed by W. S. Howard to Frederick Wayman by deed bearing date of November 23, 1882, and rebounded as follows: Beginning at a stone corner to Joseph Shiblehood next to George Weighand; thence S. 31° W. 52 1/2 poles to a beech in the original line of the Woods survey; thence N. 59° W. 78 poles to a white oak; thence N. 31° E. 12 poles to a stone in

Hoge's line; thence N. 60° W. 108 poles to a beech; thence down the run with A. J. Shuler's line N. 70° E. 42 5/10 poles to a poplar; thence N. 51° E. 29 poles to a white walnut; thence with division line between Joseph Sheiblehood and said land 154 poles to the beginning, containing fifty (50) acres, more or less.

Tract B: A tract also conveyed by W. S. Howard to Frederick Wayman by deed bearing date of November 23, 1882. Beginning at a white oak on the road, corner to lands of Theodore and Frank Esteph and Peter Klug; thence N. 30° E. 81 poles to a stone pile on the hill; thence N. 60° W. 52 poles to a beech; thence S. 30° W. 85 poles to a white oak; thence S. 66° E. 52 poles to the beginning, containing twenty (20) acres, more or less.

Second Tract (Tracts A and B) being the same property conveyed unto Lawrence P. Klug and Anna C. Klug, his wife, by N. J. Klug, et al, by deed dated March 4, 1946, and recorded in the office of the Clerk of the County Commission of Marshall County, West Virginia, in Deed Book 238, page 229. Anna C. Klug died intestate September 4, 1963, leaving surviving her as her sole and only heirs at law, her husband, Lawrence P. Klug, and her son, Francis J. Klug. Lawrence P. Klug died testate March 28, 1966, and by the terms of his Last Will and Testament recorded in Will Book 27, page 282, devised the above-described property unto his son, Francis J. Klug.

There is excepted and reserved from Tract A and Tract B, the following parcels:

Parcel 1: A strip of land 20 feet in width on each side of the center of the road, as presently traveled, or as may be located by The State Road Commission, through the property of the parties of the first part, on State Road Project No. 5087, situated in Marshall County, West Virginia, approximately 5 miles in a southerly direction from Lynn Camp, on the waters of Fish Creek, and commonly known as German Settlement Road, and being the same property conveyed by L. P. Klug and Anna C. Klug, his wife, to State of West Virginia, by the State Road Commission of West Virginia, a corporation, by deed dated October 5, 1955, and recorded in the Marshall County Clerk's Office in Deed Book 313, page 147.

Parcel 2: Beginning at the center of the county road at the corner of lands of Lawrence P. Klug, Charles T. Blatt, and John Wayman; thence along the lands of John Wayman and further, those of Charles T. Blatt S 30° W 630 feet to the corner of the lands of Lawrence P. Klug, Charles T. Blatt, and Leslie VanScyoc; thence along the lands of Leslie VanScyoc S 66° E 273 feet to a stake; thence N 14° E 300 feet to a stake; thence N 30° E 310 feet to the county road; thence N 60° W 118 feet to the point of beginning, containing two and seventeen hundredths (2.17) acres, more or less, and being the same property conveyed by Lawrence P. Klug and Anna C. Klug, his wife, to John Wayman and Dorothy Wayman, his wife, by deed dated March 1, 1962, and recorded in the Marshall County Clerk's Office in Deed Book 429, page 678.

Parcel 3: Beginning at a concrete nail driven in the center line of the traveled part of State Route 21, a common corner to Francis Klug, Nicholas Frohnäpfel and Wayne Goddard, thence from said beginning concrete nail and with the lands of Nicholas Frohnäpfel the following one (1) bearing and distance: S. 42° 00' W. (at 18.73 feet passing through an original iron pin, thence at 78.51 feet passing through another iron pin, thence at 165.02 feet passing through another iron pin) 295.55 feet to a Wheeling Electric Company pole, a common corner to Nicholas Frohnäpfel and the parties of the second part in the line of the

lands of Larry E. and Ruth A. South; thence with the lands of Larry South the following one (1) bearing and distance: N. 66° 00' W. 52.86 feet to an iron pin, a common corner to John Wayman and the parties of the second part in the line of Larry E. and Ruth A. South; thence with the lands of John Wayman the following two (2) bearings and distances: N. 3° 23' E. 300.35 feet to a locust post with an iron pin driven by it; thence N. 34° 58' E. (at 194.12 feet passing through an iron pin, then at 288.30 feet passing through another iron pin) 318.30 feet to a concrete nail driven in the center line of the traveled part of State Secondary Route 21, a common corner to John Wayman, Francis Klug and Wayne Goddard, thence with the center line of the traveled part of State Route 21 and other lands of Francis J. Klug, the following seven (7) bearings and distances: S. 37° 16' E. 4.00 feet to a concrete nail; thence S. 17° 16' E. 35.03 feet to a concrete nail; thence S. 1° 55' W. 44.50 feet to a concrete nail; thence S. 6° 49' W. 93.46 feet to a concrete nail; thence S. 5° 58' E. 62.34 feet to a concrete nail; thence S. 17° 40' E. 74.18 feet to a concrete nail; thence S. 16° 36' E. 58.37 feet to the place of beginning, containing by a survey made by Earl J. Schellhase, Sr., Licensed Surveyor, on July 12, 1980, one and eight hundred eighteen thousandths (1.818) acres, more or less, and being the same property conveyed by Francis J. Klug and Clara T. Klug, his wife, to Wayne E. Goddard and Mary A. Goddard, his wife, by deed dated May 22, 1981, and recorded in the Marshall County Clerk's Office, in Deed Book 493, page 600.

Parcel 4: A parcel of land on the north side of a private lane near the Village of Saint Joseph in Meade District, Marshall County, West Virginia, more particularly described as follows: Beginning on the north side of the private lane at a 1" pipe set in Benedict Frohnappfel's fence line, then with the north side of the private lane for three (3) lines N 59° 36' W 96.34 feet to a set nail; then, N 55° 34' W, 114.31 feet to a set nail, then, N 67° 19' W, 177.33 feet to a point on the north side of the private lane at a corner to land remaining to Francis J. Klug, then with and binding on land remaining to Francis J. Klug for two (2) lines, N 37° 35' E 175.12 feet (passing through the center of a 5/8" rod set at 24.0 feet) to a set 3/4" rod, then S 63° 15' E, 389.22 feet to a point in Benedict Frohnappfel's fence line at a corner to land remaining to Francis J. Klug, then with and binding on Benedict Frohnappfel, S 37° 57' W, 184.32 feet (passing through the center of a 5/8" rod set at 65.00 feet) to the beginning, containing 1.509 acres, more or less, and being the same property conveyed by Francis J. Klug and Clara T. Klug, husband and wife, to Robert F. Villers and Melissa D. Villers, husband and wife, by deed dated October 7, 1992, and recorded in the Marshall County Clerk's Office in Deed Book 569, page 224.

Francis Joseph Klug died, testate, on October 15, 2000, and by the terms of his Last Will and Testament recorded in Will Book 71, at page 231, devised this real estate in trust for the benefit of his wife, Clara T. Klug, during her lifetime, with the remainder unto Robert Francis Villers and Mary Josephine Nice. Clara T. Klug died, intestate, on September 27, 2005, leaving as her sole and only heirs at law, Mary Josephine Nice and Robert Francis Villers.

There is hereby **EXCEPTED** and **RESERVED** unto Mary Josephine Nice an undivided 1/2 interest in and to the coal and coal mining rights within and underlying all the real estate conveyed herein.

This conveyance is made subject to all other reservations, exceptions, grants of rights of way and easements made by the grantors and their predecessors in title as recorded in the said Marshall County Clerk's Office.

The parties of the first part, except Wachovia Bank, N.A., Trustee, do hereby covenant to and with the party of the second part that they will warrant generally the property hereby conveyed. Wachovia Bank, N.A., Trustee, makes no warranty to the property hereby conveyed.

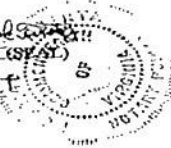
Under the penalties of fine and imprisonment as provided by law the undersigned grantors hereby declare that the total consideration paid for the property transferred by this document is less than \$100.00.

WITNESS the following signatures and seals:

Mary Josephine Nice (SEAL)  
MARY JOSEPHINE NICE

Robert Francis Villers (SEAL)  
ROBERT FRANCIS VILLERS

WACHOVIA BANK, N.A.  
Trustee of the Clara T. Klug Trust  
By Clara Klug Trust, Wachovia Bank, N.A.  
By Brian Campbell, REA (S&S)  
Its Assistant Vice President

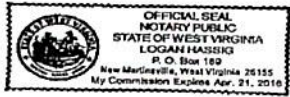


STATE OF WEST VIRGINIA  
COUNTY OF WETZEL, TO-WIT:

The foregoing instrument was acknowledged before me this 2 day of MAY, 2006, by MARY JOSEPHINE NICE.

Logan Hassler  
Notary Public in and for  
Wetzel County, West Virginia

My commission expires:  
\_\_\_\_\_





STATE OF WEST VIRGINIA

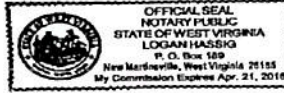
COUNTY OF WETZEL, TO-WIT:

The foregoing instrument was acknowledged before me this 2 day of

MAY, 2006, by ROBERT FRANCIS VILLERS.

Notary Public in and for  
Wetzel County, West Virginia

My commission expires:



STATE OF virginia

COUNTY OF FAIRFAX, TO-WIT:

The foregoing instrument was acknowledged before me this 11th day of

MAY, 2006, by GRANT CAMPBELL, ASSISTANT VICE PRESIDENT OF  
WACHOVIA BANK, N.A., Trustee for the Estate of Clara T. Klug.

Richard E. Horta  
Notary Public in and for  
FAIRFAX County, VIRGINIA

My commission expires:

October 31, 2008

JAN PEST  
MARSHALL County 02:49:56 PM  
Instrument No 99743  
Recorded Date 06/15/2006  
Document Type DEED  
Book-Page 652-106  
Rec/Add Fee 11.00 1.00

This instrument was prepared by:  
Logan Hassig, Attorney at Law  
SNYDER & HASSIG  
Post Office Box 189  
New Martinsville, WV 26155  
Telephone: (304) 455-2180

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STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 30th day of April, 2006, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 15th day of May, 2006 at 2:49 o'clock P.M.

CPB BM 3-08

TESTE: Jan Pest Clerk.

**CHESAPEAKE ENERGY CORPORATION**

Date Filed	Instr Date	Book Type	Book Page	Instrument	Grantor	Grantee	Related Documents	Acres	Total	Comments
05/14/1991	05/14/1991	DEED	537	RATIFICATION	ALFRED C BECKER AND MARY C BECKER HW	COLUMBIA GAS TRANSMISSION CORPORATION		103.61		Ratification of Gas Storage Lease at DB 537-572 by reference to the particulars, but not to the book and volume recorded.
05/14/1991	05/14/1991	DEED	537	RATIFICATION	LOUIS A BECKER AND ETHEL M BECKER HW	COLUMBIA GAS TRANSMISSION CORPORATION		103.61		Ratification of Gas Storage Lease at DB 537-572 by reference to the particulars, but not to the book and volume recorded.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	CAROL L BARTLOWE AND MARK E BARTLOWE HUSBAND	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	RITA LUCILLE BATTON AKA RITA L BATTON WIDOW	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	LOUIS A BECKER AND ETHEL M BECKER WIFE	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	GARY W BECKER	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	CHARLES N BECKER AND MARY H BECKER HIS WIFE	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	BETTY JO BECKER WIDOW	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	ALFRED C BECKER AND MARY C BECKER WIFE	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	GERALD F PACK SR WIDOWER	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	MARY C OBRIEN AND HUGH F OBRIEN HUSBAND	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	LAWRENCE A OBERLE AND LOIS V OBERLE WIFE AND ETHEL M OBERLE AGENT	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	JAMES H OBERLE AND ETHEL M OBERLE AGENT	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	ETHEL M OBERLE WIDOW	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	KATHLEEN L MCGAUGHEY AND ANDREW J MCGAUGHEY JR HUSBAND	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	RATIFICATION OF GAS STORAGE LEASE	LINDA L HOVIS AND DONALD L HOVIS WIFE AND ETHEL M OBERLE AGENT	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.

**CHESAPEAKE ENERGY CORPORATION**

Date Filed	Instt Date	Book Type	Book	Page	Instrument	Grantor	Grantee	Related Documents	Acres	Total	Comments
07/18/1991	07/18/1991	DEED	559	162	RATIFICATION OF GAS STORAGE LEASE	SISTER MARIS STELLA HAID AND ST MARY OF THE SPRINGS	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	164	RATIFICATION OF GAS STORAGE LEASE	DIANA K GIBSON AND CRIGHTON O GIBSON HUSBAND	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	166	RATIFICATION OF GAS STORAGE LEASE	WILLIAM E FROHNAPFEL AND KAREN L FABIANICH AGENT	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	168	RATIFICATION OF GAS STORAGE LEASE	ROBERT L FROHNAPFEL AND NANCY FROHNAPFEL WIFE	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	170	RATIFICATION OF GAS STORAGE LEASE	LOUIS E FROHNAPFEL WIDOWER	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	172	RATIFICATION OF OIL AND GAS LEASE	CHARLES L FROHNAPFEL AND DIANE R. FROHNAPFEL WIFE	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	174	RATIFICATION OF GAS STORAGE LEASE	KAREN L FABIANICH AND B KEITH FABIANICH HUSBAND	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	176	RATIFICATION OF GAS STORAGE LEASE	DOMINICAN SISTERS OF ST MARY OF THE SPRINGS	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	178	RATIFICATION OF GAS STORAGE LEASE	MARGARET BROUSE WIFE	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	180	RATIFICATION OF GAS STORAGE LEASE	ROBERT H BECKER AND LILLIE MAY BECKER WIFE	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	182	RATIFICATION OF GAS STORAGE LEASE	RAYMOND C BECKER AND PATRICIA A BECKER HIS WIFE	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	184	RATIFICATION OF GAS STORAGE LEASE	NORBERT L BECKER WIDOW	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	186	RATIFICATION OF GAS STORAGE LEASE	MELVIN J BECKER	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	188	RATIFICATION OF GAS STORAGE LEASE	MAXINE E BECKER WIDOW	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	190	RATIFICATION OF GAS STORAGE LEASE	AGNES C REED WIDOW	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	192	RATIFICATION OF GAS STORAGE LEASE	DOLORES ANN ROHAL WIDOW	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.

**CHESAPEAKE ENERGY CORPORATION**

Date Filed	Instr Date	Book Type	Book	Page	Instrument	Grantor	Grantee	Related Documents	Acres	Total	Comments
07/18/1991	07/18/1991	DEED	559	194	RATIFICATION OF GAS STORAGE LEASE	EVELYN SAUDER WIDOW	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	196	RATIFICATION OF GAS STORAGE LEASE	SANDY SCOTT AND MICHAEL W. SCOTT HUSBAND AND ETHEL M. OBERLE AGENT	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	198	RATIFICATION OF GAS STORAGE LEASE	MARIE E TROTT AND DAVID H TROTT HUSBAND	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	200	RATIFICATION OF GAS STORAGE LEASE	FLORETTA VIERS AND HOMER VIERS HUSBAND	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	202	RATIFICATION OF GAS STORAGE LEASE	ELEANOR M WELCH TRUSTEE OF ELEANOR M WELCH LIVING TRUST	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	204	RATIFICATION OF GAS STORAGE LEASE	MARY E WESTER WIDOW	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
07/18/1991	07/18/1991	DEED	559	206	RATIFICATION OF GAS STORAGE LEASE	MARY JOAN WOODS EXECUTOR ESTATE OF ALBERTA A WOODS	COLUMBIA GAS TRANSMISSION CORPORATION	DEED+537+572	103.61		Ratification of Gas Storage Lease at DB 537-572.
04/10/2006	04/10/2006	DEED	651	326	DEED	CLERK OF THE COUNTY COMMISSION OF MARSHALL COUNTY AND CASPER BECKER	HAYHURST COMPANY A FLORIDA PARTNERSHIP	DEED+190+360	137.44		Conveys, pursuant to foreclosure for unpaid taxes, the 1/2 oil and gas interest, under 137.44 acres, located in the 1/2 oil and gas interest, under 137.44 acres, described by reference to tax assessment data and prior deed. We found no source of title for this grantor.
05/25/2006	05/25/2006	DEED	652	281	DEED	TRI COUNTY OIL AND GAS INC	HAYHURST COMPANY	DEED+651+101\DEED+651+25\DEED+651+21\DEED+651+62\DEED+651+61\DEED+651+51\DEED+651+01\DEED+651+37\DEED+651+05\DEED+651+11\DEED+651+32\DEED+651+11\DEED+650+66\DEED+650+67\DEED+651+106\DEED+651+46\DEED+651+16\DEED+651+31\DEED+651+116\DEED+650+650\DEED+650+655\DEED	10		Conveys all RT in, with other assets, the 1/2 oil and gas interest under 137.44 acres, described by reference to tax assessment data and prior deed. We found no source of title for this grantor.
11/06/2008	11/06/2008	DEED	674	121	MEMORANDUM OF OIL AND GAS LEASE	HAYHURST COMPANY A FLORIDA PARTNERSHIP	CHESAPEAKE APPALACHIA, LLC.	DEED+651+326	103.61		Dated and effective 10/22/2008, 5-year primary term, covers 103.61 acres, CHK lease # 1-36231-001
07/17/2009	07/17/2009	MISCELLANEOUS	9	365	AFFIDAVIT	RONALD L HAYHURST OR R L HAYHURST, MANAGING PARTNER OF HAYHURST CO	CLERK OF THE MARSHALL COUNTY COMMISSION AND SMITH McDONALD, GEORGE E WICKHAM, F S WILLIAMS, AND JOSEPH W GALLAGHER AND J M GUFFEY AND COMPANY AND PARKER AND SANDERS AND F A PRICHARD AND SOUTH PENN OIL COMPANY AND H J AND J G STOLZE AND WALTER MYERS AND HOPE NATURAL GAS COMPANY AND THE PRESTON OIL COMPANY AND THE MANUFACTURER'S LIGHT AND HEAT COMPANY AND J PATTON WELLS AND D AND H OIL COMPANY	DEED+15+213\DEED+30+298\DEED+34+236\DEED+34+205\DEED+46+136\DEED+49+13\DEED+49+14\DEED+49+21\DEED+49+22\DEED+59+268\DEED+504\DEED+147+285\DEED+186+244\DEED+197+142\DEED+186+244\DEED+197+525\DEED+186+244\DEED+03+129\DEED+215+218\ASSIGNMENT+1+319\DEED+215+21\DEED+215+3	111.505		Affidavit of non-development with regard to numerous prior OGL's.
07/30/2009	07/30/2009	FIDUCIARY ORDERS	45	52	ORDER	CASPER BECKER, DECEASED	PUBLIC	WILL+86+315			

**CHESAPEAKE ENERGY CORPORATION**

Date Filed	Instr Date	Book Type	Book	Page	Instrument	Grantor	Grantee	Related Documents	Acres	Total	Comments
07/30/2009	07/30/2009	WILL	86	315	WILL	CASPER BECKER DECEASED AND CLEMENT BECKER	JOHN BECKER DECEASED AND BARBARA BECKER DECEASED AND MARY BECKER AND FRED BECKER AND EMMA HAD AND CASPER PHILIP BECKER AND HENRY BECKER AND CLEMENT BECKER AND ELLE OBERLY AND LENA FROHNAPFEL AND ANTHONY BECKER AND ALFRED BECKER AND JOHN BECKER AND LEWIS BECKER AND JOHN BECKER DECEASED	FIDUCIARY ORDERS+45+52		137	Copy of will file of Casper Becker probated Wetzel County, WV shows he died 12/31/1935; gives all rest and residue to 8 children (1/9 each) Fred Becker, Emma Haid, Casper Phillip Becker, Henry Becker, Clement Becker, Ella or Elle Oberly, Lena Frohnappfel, and Anthony Becker; and remaining 1/9 share to 3 grandchildren (1/27 each) Alfred Becker, John Becker, and Lewis Becker. References
01/25/2010	01/25/2010	DEED	693	370	RATIFICATION	HAYHURST COMPANY	CHESAPEAKE APPALACHIA LLC	DEED-674+121\DEED+652+105		111.505	Appears to be an errant duplicate separate entry for this same document (shown above), loaded and indexed within Researcher; error
09/20/2010	09/20/2010	DEED	709	26	DEED	HAYHURST COMPANY	CHESTNUT HOLDINGS INC	DEED-638+13\DEED+634+395\DEED+637+595\DEED+656+430\DEED+637+603\DEED+646+53\DEED+636+658\DEED+668+493\DEED+638+125\DEED+637+501\DEED+638+188\DEED+638+157\DEED+638+95\DEED+638+188\DEED+679+141\DEED+637+519\DEED+633+402\DEED+637+653\DEED+668+53\DEED+677+57\DEED+668+46\DEED+634+392\DEED+638+146\DEED+651+326\DEED+658+408\DEED+650+633\DEED+658+389\DEED+633+4			Conveys all RT in, with other assets, the 1/2 oil and gas interest under 137.44 acres, described by reference to tax assessment data and prior deed.
<b>Chain 1 - Parent Tracts (evolving to ownership of surface and 1/2 oil and gas under subject tract)</b>											
05/14/1991	05/14/1991	DEED	537	572	LEASE	FRANCIS / KLUG AND CLARA T. KLUG HW	COLUMBIA GAS TRANSMISSION CORPORATION		103.61		Lease for Underground Gas Storage in Specific Strata
09/17/1992	09/17/1992	DEED	563	289	EASEMENT	FRANCIS / KLUG	CHESAPEAKE AND POTOMAC TELEPHONE COMPANY, OF WEST VIRGINIA				
10/19/2000	10/19/2000	FIDUCIARY BONDS	48	619	FIDUCIARY BOND	FRANCIS JOSEPH KLOG AND MARY JOSEPHINE NICE EXECUTRIX	FRANCIS JOSEPH KLOG AND MARY JOSEPHINE NICE				
10/19/2000	10/19/2000	WILL	71	231	WILL	FRANCIS JOSEPH KLOG AND MARY JOSEPHINE NICE EXECUTRIX	CLARA THERESA KLUG AND ROBERT FRANCIS VILLERS AND MARY JOSEPHINE NICE				Will file of Francis Joseph Klug shows he died 10/15/2000; puts rest and residue into trust for benefit of wife Clara Theresa Klug for life, remainder to grandchildren Robert Francis
10/19/2000	10/19/2000	FIDUCIARY BONDS	39	295	PROBATE	COUNTY COMMISSION OF MARSHALL COUNTY	FRANCIS JOSEPH KLUG DECEASED AND MARY JOSEPHINE NICE AND JOE HASSIG				
12/12/2001	12/12/2001	APPRAISEMENTS AND SETTLEMENTS	201	193	APPRAISEMENT	FRANCIS JOSEPH KLUG	CLARA KLUG AND MARY JOSEPHINE NICE		1.856		
01/31/2002	01/31/2002	RELEASE	179	538	CERTIFICATE	STATE OF WEST VIRGINIA DEPARTMENT OF TAX AND REVENUE STATE TAX DEPARTMENT AND SPECIAL AUDITS & ESTATE TAX UNIT INTERNAL	ESTATE OF KLUG FRANCIS JOSEPH AND MARY JOSEPHINE NICE				
09/28/2005	09/28/2005	FIDUCIARY BONDS	42	317	FIDUCIARY ORDER	COUNTY COMMISSION OF MARSHALL COUNTY AND MARSHALL COUNTY CLERK	CLARA T. KLUG DECEASED AND MARY JOSEPHINE NICE				
09/28/2005	09/28/2005	FIDUCIARY BONDS	51	310	FIDUCIARY BOND	CLARA T. KLUG DECEASED AND MARY JOSEPHINE NICE ADMINISTRATRIX AND JOSEPH VILLERS	MARY JOSEPHINE NICE AND PUBLIC				
11/03/2005	11/03/2005	APPRAISEMENTS AND SETTLEMENTS	212	96	APPRAISEMENT	CLARA T. KLUG AND MARY JOSEPHINE NICE	MARY JOSEPHINE NICE AND ROBERT FRANCIS VILLERS		62.893		Shows Clara T. Klug died 9/27/2005, intestate, survived by granddaughter Mary Josephine Villers.
02/17/2006	02/17/2006	APPRAISEMENTS AND SETTLEMENTS	210	115	WAIVER	ESTATE OF FRANCIS JOSEPH KLUG AND MARY JOSEPHINE NICE EXECUTRIX	MARY JOSEPHINE NICE AND ESTATE OF CLARA THERESA KLUG				



**CHESAPEAKE ENERGY CORPORATION**

Date Filed	Instr Date	Book Type	Book	Page	Instrument	Grantor	Grantee	Related Documents	Acres	Total	Comments
12/21/2012	12/21/2012	MORTGAGE	909	489	MORTGAGE	APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA AND CHESAPEAKE MUP OPERATING LLC AND CHESAPEAKE MIDSTREAM PARTNERS LP	APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA AND CHESAPEAKE MUP OPERATING LLC AND CHESAPEAKE MIDSTREAM PARTNERS LP	DEED+741+200\DEED+741+190\DEED+735+133\DEED+737+378\DEED+745+354\DEED+746+48\DEED+745+357\DEED+741+208\DEED+735+121\DEED+735+129\DEED+731+385\DEED+731+380\DEED+737+352\DEED+744+569\DEED+743+1\DEED+743+5\DEED+744+566\DEED+737+370\DEED+744+563\DEED+736+111\DEED+736+95\DEED+736+103\DEED+736+91\DEED+737+356\DEED+737+366\DEED+737+361\DEED+737+374\DEED+736+119\DEED+744+551\DEED+741+161\DEED+744+535\DEED+746+350\DEED+744+555\DEED+741+235\DEED+748+575\DEED+741+183\DEED+741+226\DEED+743+9\DEED+741+239\DEED+741+243\DEED+741+247\DEED+741+174\DEED+741+192\DEED+744+547\DEED+744+543\DEED+744+539\DEED+744+560\DEED+746+43\DEED+737+340\DEED+735+137\DEED+737+328\DEED+736+99\DEED+737+382\DEED+736+123\DEED+735+125\DEED+748+581\DEED+737+332\DEED+741+229\DEED+737+336\DEED+748+568\DEED+736+115\DEED+741+231\DEED+746+35\DEED+746+39\DEED+737+344\DEED			Covers easements at DB 704-1 and 740-488 [Researcher Page 033].

**CHESAPEAKE ENERGY CORPORATION**

Date Filed	Instr Date	Book Type	Book	Page	Instrument	Grantor	Grantee	Related Documents	Acres	Total	Comments
05/20/2013	05/20/2013	MORTGAGE	917	93	MORTGAGE	APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA	APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA	DEED-675+505\DEED-675+508\DEED-675+542\DEED+675+557\DEED+684+485\DEED+684+492\DEED+684+497\DEED+684+500\DEED+684+503\DEED+684+506\DEED+692+214\DEED-692-216\DEED-693+192\DEED-693+195\DEED-694+174\DEED+694+181\DEED+694+188\DEED+694+305\DEED+694+489\DEED+694+505\DEED+702+326\DEED+703+16\DEED-703+645\DEED+704+1\DEED+704+73\DEED+704+76\DEED+704+79\DEED+704+85\DEED-704+88\DEED+704+91\DEED+704+94\DEED+704+82\DEED-704+97\DEED+704+525\DEED+704+527\DEED+705+364\DEED+705+367\DEED-705+371\DEED-705+374\DEED+705+377\DEED-706+134\DEED+706+136\DEED+706+138\DEED+706+140\DEED-706+438\DEED-707+111\DEED+707+179\DEED+707+182\DEED+707+185\DEED+707+627\DEED+708+147\DEED+710+134\DEED+710+142\DEED+710+153\DEED+712+131\DEED+712+139\DEED+712+142\DEED+712+146\DEED+712+149\DEED+712+152\DEED-714+145\DEED+714+147\DEED+714+150\DEED+714+179\DEED+727+117\DEED+731+375\DEED			Covers easements at DB 704-1 [Researcher Page 034] and 740-488 [Researcher Page 042].

Chain 3 - Leasehold chain relevant to subject leases from both Chains 1 and 2.



**CHESAPEAKE ENERGY CORPORATION**

Date Filed	Instr Date	Book	Page	Instrument	Grantor	Grantee	Related Documents	Acres	Total	Comments					
10/19/2009	10/19/2009	21	565	ASSIGNMENT	CHESAPEAKE APPALACHIA LLC	STATOILHYDRO USA ONSHORE PROPERTIES INC	DEED+674+122\DEED+676+83\DEED+675+512\DEED+672+69\DEED+672+335\DEED+674+60\DEED+674+61\DEED+674+64\DEED+674+67\DEED+675+570\DEED+677+517\DEED+677+517\DEED+678+562\DEED+678+222\DEED+678+567\DEED+678+572\DEED+678+581\DEED+678+577\DEED+673+362\DEED+674+294\DEED+675+37\DEED+674+498\DEED+675+182\DEED+676+18\DEED+678+81\DEED+676+341\DEED+676+340\DEED+676+339\DEED+677+39\DEED+677+10\DEED+677+14\DEED+677+15\DEED+677+16\DEED+677+17\DEED+677+22\DEED+677+23\DEED+677+24\DEED+677+25\DEED+677+26\DEED+678+30\DEED+677+36\DEED+678+35\DEED+678+38\DEED+678+41\DEED+678+44\DEED+677+3\DEED+678+47\DEED+678+50\DEED+678+53\DEED+677+30\DEED+678+52\DEED+678+56\DEED+678+529\DEED+677+208\DEED+678+59\DEED+674+80\DEED+674+80\DEED+674+118\DEED+674+121\DEED+676+87\DEED+675+576\DEED+675+573\DEED+675+539\DEED+676+89\DEED+675+530\DEED+675+515\DEED+677+5A\DEED+676+179\DEED+677+40\DEED+676+652+105\DEED+611+563\DEED+6705+429\DEED+692+286\DEED+617+284\DEED+692+286\DEED+665+423\DEED+473+674\DEED+646+103\DEED+611+314\DEED+502+627\DEED+508+282\DEED+646+103\DEED+617+284\DEED+577+560\DEED+611+563\DEED+674+121\DEED+676+87				ROBERT FRANCIS VILLERS AND KIMBERLY C HOFFMAN AND ROSLAND PROPERTY LLC AND APPALACHIA MIDSTREAM SERVICES LLC AND ZACHARY M BLAIR AND KAREN A MCKEY AND EDNA R SCHERRICK AND CHARLES E SCHERRICK AND MASON DIXON FARMS LLC AND JANIE E HAFFER AND ARTHUR L WARYCK AND JACK W HAFFER AND A CHARLENE HAFFER AND DAUL G EDLAND LARCHMONT RESOURCES LLC		111.505		Notice to oil and gas operators (and others) of severed coal interest under parcels on Meade District Tax Map 21, including subject tract.
02/09/2012	02/09/2012	25	490	ASSIGNMENT	CHESAPEAKE APPALACHIA LLC	CHESAPEAKE APPALACHIA LLC	DEED+683+51\DEED+683+52\DEED+691+112\DEED+686+295\DEED+684+92\DEED+695+227\DEED+708+60\DEED+78+60\DEED+353+127\DEED+35		509.042121	Assigns partial interest in MOGL's at DB 674-121 and 676-87 sufficient to equal 2.5% WI in the associated current pooled unit later amended so as to attach to the subject MOGL's.					
09/10/2012	09/10/2012	775	638	DECLARATION OF POOLED UNIT	CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC	LAWRENCE BLATT UNIT	DEED+775+638\DEED+708+60\DEED+683+51\DEED+683+52\DEED+691+112\DEED+686+295\DEED+691+112\DEED+684+92\DEED+795+509\DEED+685+364\DEED+674+121\DEED+676		622.002605	First amended declaration and notice of pooled unit — in connection with the Lawrence Blatt Unit, and with the subject tract — includes MOGL's at DB 674-121 and 676-87 [Researcher Page 007].					
10/18/2013	10/18/2013	806	501	DECLARATION OF POOLED UNIT	CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AND JAMESTOWN RESOURCES LLC	LAWRENCE BLATT UNIT	DEED+806+501\DEED+775+638\DEED+683+51\DEED+683+52\DEED+691+112\DEED+686+295\DEED+691+112\DEED+684+92\DEED+795+509\DEED+685+364\DEED+674+121\DEED+676+87\DEED+695+227\DEED+353+127\		622.002605	Appears to be a re-executed version of document at DB 806-501.					
02/28/2014	02/28/2014	819	221	DECLARATION OF POOLED UNIT	CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AND JAMESTOWN RESOURCES LLC	LAWRENCE BLATT UNIT									