

DEED RESTRICTION

THIS DECLARATION OF DEED RESTRICTIONS FOR CONSERVATION ("Declaration") made this 25th day of July, 2022, by Thurman K. Titus and Paulette M. Titus, husband and wife, having an address at 1031 Burley Hill Rd. Cameron, WV 26033 ("Grantor");

WHEREAS, Grantor is the owner of certain real property described as containing 32.51 acres, more or less, and identified as Tax Map 6, Parcel 10, in Cameron District, Marshall County, West Virginia, (hereinafter "the Property"), and being the same property conveyed and described by that certain deed dated July 24, 1992 and recorded in Deed Book 582, Page 125 in the Office of the Clerk of the County Commission of Marshall County, West Virginia;

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;

WHEREAS, preservation of the Conserved Area was consistent with a central objective of a Consent Decree in the matter of U.S. v. Trans Energy, Inc., Civil Action No. 5:14-cv-117 (N.D.W.Va.) ("Trans Energy, Inc. CD"), and Grantor agrees that the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, and the West Virginia Department of Environmental Protection, 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 WITNESSETH, 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 EQT Production Company as successor to Trans Energy, Inc. 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; provided, however, that hunting, trapping and fishing shall not be prohibited:
 - 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 Trans Energy, Inc.'s ("Trans Energy, Inc.'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 B, 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 Trans Energy, Inc. 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 Trans Energy, Inc. CD and shall reference the recorded location of the Trans Energy, Inc. CD and any restrictions applicable to the Property under the Trans Energy, Inc. CD.
7. EQT Production Company, as successor to Trans Energy, Inc., 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 Trans Energy, Inc. CD. EQT Production Company and/or any successors or assigns shall have the rights of ingress and egress through, over, and/or across the Property to access the Conserved Area only for purposes authorized or required by the Trans Energy, Inc. 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 Trans Energy, Inc. CD.

9. EQT Production Company, as successor to Trans Energy, Inc., 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 Trans Energy, Inc. 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. EQT Production Company and/or any successors or assigns shall have the rights of ingress and egress through, over, and/or across the Property to access the Conserved Area only for purposes authorized or required by the Trans Energy, Inc. CD.
10. Grantor reserves to himself, his 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 EQT Production Company, as successor to Trans Energy, Inc. 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 divest himself 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 EQT Production Company, as successor to Trans Energy, Inc., 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 11 or 12, 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 14, 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:

Thurman K. Titus and Paulette M. Titus
1031 Burley Hill Rd
Cameron, WV 26033

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:

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

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.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Grantor has set his 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 Clerk.

25 July 2022
Date

Thurman K Titus II
Thurman Titus
Paulette M. Titus
Paulette M. Titus

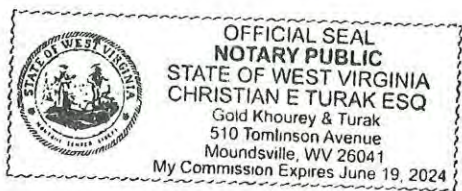
STATE OF WEST VIRGINIA,
County of Marshall, to wit:

I Christian E. Turak, a Notary Public in and for the State and County aforesaid, do hereby certify that Thurman K. Titus and Paulette M. Titus, whose names are signed to the foregoing Agreement, has this day acknowledged the same in my said County before me.

Taken, subscribed and sworn to before me, a Notary Public in and for the County and State aforesaid, this 25th day of July, 2022.

My commission expires: Jun 19, 2024

[Signature]
NOTARY PUBLIC



Marshall County
Melanie A Madden, Clerk
Instrument 1497206
09/30/2022 @ 10:16:03 AM
MISCELLANEOUS
Book 50 @ Page 7
Pages Recorded 22
Recording Cost \$ 30.00

Exhibit A

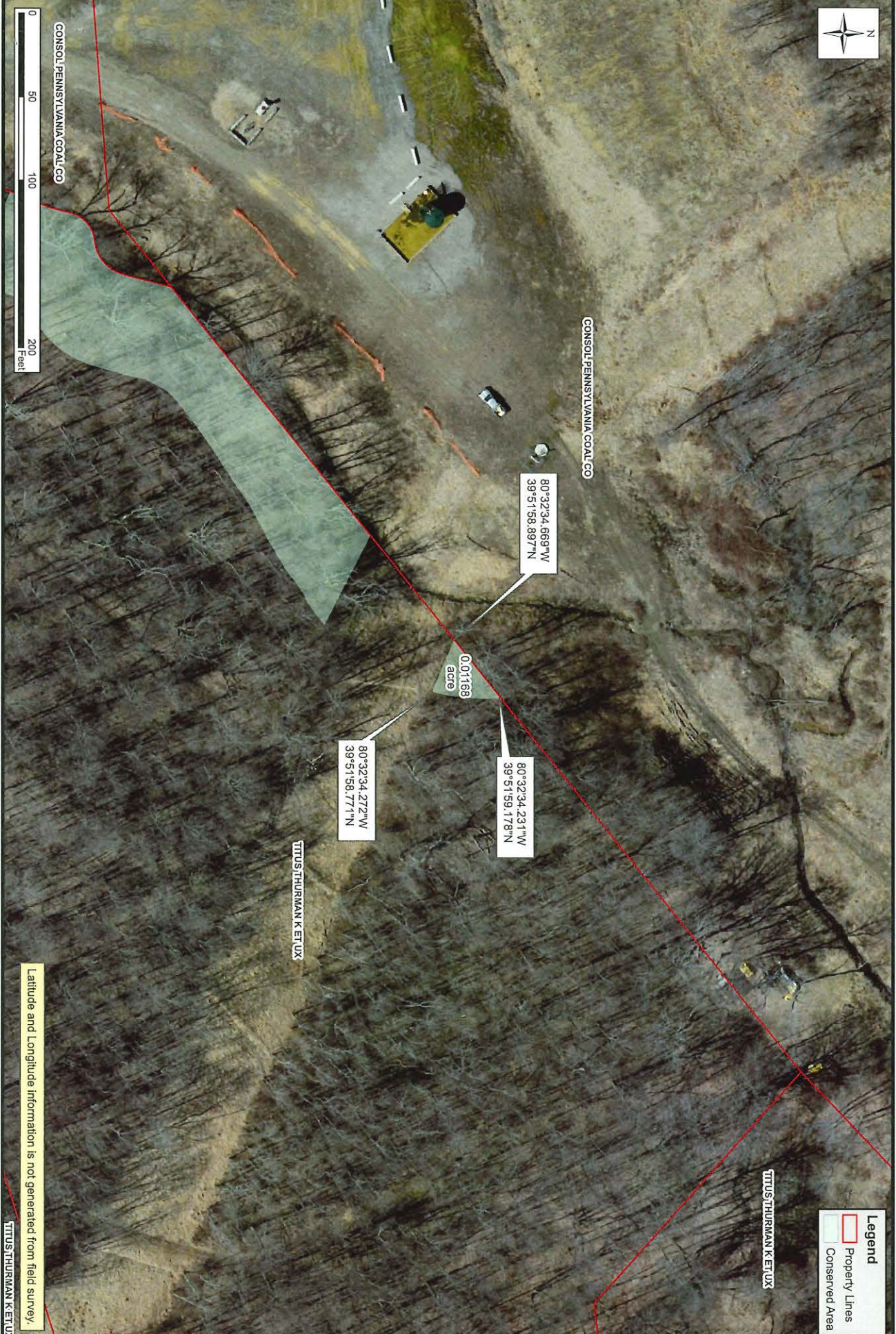
Conserved Area

See Figures 1-4 Attached



Legend

- Property Lines
- Conserved Area



Latitude and Longitude information is not generated from field survey.
TITUS THURMAN K ET UX

Legend

- Property Lines
- Conserved Area



Legend

- Property Lines
- Conserved Area



POTESTA	SCALE: 1" = 25'	DRAWN: CH
	DATE: 06/01/2022	CHECKED: JLY
POTESTA & Associates, Inc ENGINEERS AND ENVIRONMENTAL CONSULTANTS 7013 MacCorkle Avenue, S.E. Marietta, VA 20157-3431 Office: (540) 433-3431, 343-9931 E-mail: potesta@potesta.com	PN: E-0448-025	APPROVED: JLY
	Restoration Easement and Access Mapping Stout Well Pad Site Cameron, West Virginia 7.5 Minute Quadrangle Marshall County, West Virginia	
EOT CORPORATION 625 Liberty Avenue Pittsburgh, Pennsylvania 15222		E-120000000-0000000000
EXHIBIT A FIGURE 3		



GITTINGS LAWRENCE MARC ET UX

CONSOLID PENNSYLVANIA COAL CO

80°32'24.797\"/>

80°32'24.083\"/>

80°32'24.323\"/>

TITUS THURMAN K ET UX

Legend

- Property Lines
- Conserved Area

Latitude and Longitude information is not generated from field survey.

UCGEMARKER

Restoration Easement and Access Mapping Stout Well Pad Site Cameron, West Virginia 7.5 Minute Quadrangle Marshall County, West Virginia	EQT CORPORATION 625 Liberty Avenue Pittsburgh, Pennsylvania 15222	Potesta & Associates, Inc. ENGINEERS AND ENVIRONMENTAL CONSULTANTS 7012 MacCorkle Avenue, S.E. Charleston, WV 25304 Office: (606) 262-1400 Fax: (606) 343-9031 E-mail: potesta@potesta.com	SCALE: 1" = 50'	DRAWN: CH
			DATE: 08/12/2022	CHECKED: JLY
			PN: 12-0443-025	APPROVED: JLY

EXHIBIT B

(Subpart 1)

Pre-existing easements or other duly recorded rights in the Conserved Area

1. Pipeline Easement and Right of Way dated September 16, 2013 from Thurman K. Titus and Paulett M. Titus to Williams Ohio Valley Midstream LLC recorded in Deed Book 826, Page 208.

2. Memorandum of Agreement Release of Claim for Subsidence Damages dated October 29, 2014 from Thurman K. Titus and Paulett M. Titus to Consol Pennsylvania Coal Company LLC recorded in Deed Book 842, Page 624.

3. Memorandum of Waterline Right of Way and Easement Agreement dated September 28, 2018 from Thurman K. Titus and Paulett M. Titus to CNX Gas Company LLC of record in Deed Book 1020, Page 413.

Exhibit B

(Subpart 2)

Description of Conserved Area

Map	Latitude	Longitude
Figure 2	80°32'34.669"W	39°51'58.897"N
	80°32'34.231"W	39°51'59.178"N
	80°32'34.272"W	39°51'58.771"N
Figure 3	80°32'38.069"W	39°51'56.227"N
	80°32'37.832"W	39°51'56.68"N
	80°32'37.494"W	39°51'56.822"N
	80°32'37.361"W	39°51'57.171"N
	80°32'35.462"W	39°51'58.383"N
	80°32'34.788"W	39°51'58.115"N
	80°32'36.585"W	39°51'57.154"N
	80°32'36.821"W	39°51'56.582"N
	80°32'37.247"W	39°51'56.304"N
	80°32'37.397"W	39°51'56.017"N
Figure 4	80°32'24.797"W	39°52'6.08"N
	80°32'24.083"W	39°52'6.744"N
	80°32'24.323"W	39°52'6.316"N

Exhibit B
(Subpart 3)
Current Deed

Thurman K Titus
408 E. Green St.
Carmichael, PA 15320
8-13-92

BOOK 582 PAGE 125
BOOK 567 PAGE 631

62-16-95
C.S.

THIS DEED, Made this 24th day of July, 1992, by and between PATRICIA A. KELLEY, formerly known as Patricia A. Kuhn, single, party of the first part, and THURMAN K. TITUS and PAULETT M. TITUS, his wife, parties of the second part.

WITNESSETH, That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the parties of the second part, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP, and not as tenants in common, with covenant of GENERAL WARRANTY, the following described real estate situate in Rock Lick, Cameron District, Marshall County, West Virginia, and being more particularly bounded and described as follows, to-wit:

FIRST PARCEL: Beginning at a sugar tree near the junction of the run and a small drain and run South 54-1/4° West 50 poles to a stone five (5) feet east of a drain; thence South 88-1/4° West 43-4/5 poles to a poplar on a hill in the woods; thence South 81-1/2° West 50-2/5 poles to a stone in the run in the Keller line; thence down the run South 16° East 38 poles to a stump in the run with a chestnut oak pointer on the west side of the run; thence South 53° East 23 poles to a white walnut; thence North 33-3/4° East 40 3/5 poles to a stake and stone; thence South 43-1/2° East 72 poles to a stone; thence North 67-3/4° East 35-3/5 poles to a stone; thence North 23-1/4° East 19-1/2 poles to a poplar; thence North 1/4° West 22-1/2 poles to a stone where a hickory stump stood; thence North 71-3/4° East 38-1/2 poles to a white oak stump; thence North 39-3/4° East 13 poles to a stone; thence North 15-1/4° East 13 poles to a stone; thence North 3/4° East 11-7/25 poles to a stone with oak pointers, corner to land of William S. Hicks; thence South 85-1/2° West 46 poles to an ash in a drain; thence North 47-1/4° West 14-4/5 poles to the place of beginning, containing sixty and three-fourths (60-3/4) acres.

There is excepted and reserved from the above described FIRST PARCEL a certain parcel or tract of land conveyed to John E. Hull by W. H. Fletcher and Della B. Fletcher, his wife, by deed dated May 16, 1950, and of record in the office of the Clerk of the County Commission of Marshall County, West Virginia, in Deed Book 271, at page 119, and that certain parcel or tract of land conveyed to Cameron Lodge No. 758, Loyal Order of Moose, by Della B. Fletcher and William Fletcher, her husband, by deed dated July 24, 1951, and of record in the aforesaid Clerk's office in Deed Book 279, at page 481.

BERRY, KESSLER,
CRUTCHFIELD & TAYLOR
ATTORNEYS AT LAW
514 SEVENTH ST
MOUNDSVILLE W VA
26041

BOOK 582 PAGE 126

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SECOND PARCEL: Beginning at a stake 33 feet from a Black Walnut in the Cameron and Rocklick Pike, thence with the center of the road to Dolens corner and the line of Joseph Phillips heirs; thence with the same to a chestnut; thence to the place of beginning, containing one (1) acre, more or less, and being sold by the bulk or lump and not by the acre, as of record in said Clerk's Office in Deed Book 45, at page 64.

THIRD PARCEL: Beginning at a locust post in the B. Crow line eight (8) feet from the run with white walnut pointer and run, South 17-1/2° East 30 poles to a stone on west side of run by a spring; thence South 39° East 22-4/5 poles to a hickory on the east side of the run; thence South 27° East 33-4/5 poles to a hickory near a ravine; thence South 43° West 26-2/5 poles to a stone about sixty (60) feet from the run; thence South 50° West 13-4/5 poles to a stone; thence South 47° West 12-1/5 poles to a hickory; thence South 47-1/4° West 19-1/5 poles to a sugar beginning corner of land; thence South 47-1/4° East up a drain 14-4/5 poles to an ash tree; thence North 85-1/2° East 46 poles to a stone with oak pointers; thence North 3/4° East 18-9/25 poles to a chestnut stump; thence North 78° East 32 poles to a fallen hickory and stone; thence North 29-3/4° East 29-7/10 poles to a white oak; thence North 68-1/4° East 14-4/10 poles to a stake; thence North 4-1/4° East 33-2/5 poles to a beech; thence North 27-3/4° East 39-1/10 poles to a stake; thence South 86° East 14-1/2 poles to a stone pile; thence North 3-1/2° East 44 poles to a stake in the county road; thence with said road South 73-1/2° West 28 poles, South 48° West 34 poles, South 31-1/2° West 20 poles; South 72° West 14 poles; North 70-1/2° West 16 poles; North 44-1/4° West 11-4/10 poles to a stake in the road; thence North 85-3/4° West 43-1/2 poles to the place of beginning, containing seventy (70) acres, one (1) rood, and fourteen and eighty-nine one-hundredths (14-89/100) perches.

There is excepted and reserved from the above described **THIRD PARCEL** a parcel containing seven (7) acres, one (1) rood and five and sixty-five one-hundredths (5-65/100) perches conveyed by W. S. Hicks, et ux, to J. L. Winters by deed dated May 17, 1899, and of record in said Clerk's office in Deed Book 75, at page 138.

There is further excepted and reserved from the above described **THIRD PARCEL** a parcel containing 39.976 acres, more or less, conveyed by Howard W. Wellman and Mildred Wellman, his wife, to Robert L. McGlumphy and Pauline McGlumphy, his wife, by deed dated the 8th day of April 1966, and of record in said Clerk's office in Deed Book 383, at page 160.

BERRY KESSLER
CRUTCHFIELD & TAYLOR
ATTORNEYS AT LAW
514 SEVENTH ST
MOUNDSVILLE W VA
26041

There is also excepted and reserved from this conveyance all of the oil and gas within and underlying said tract of land, together with the necessary rights for drilling and operating for the same, provided however, that the said parties of the second part shall be entitled to such amount of free gas as may be provided for in any lease under which developments are conducted.

There is excepted and reserved, however, from the **FIRST PARCEL** described above, a tract containing 3.9 acres, being the same property conveyed by Rhea M. Allison to Richard T. Strait and Patricia Ann Strait, his wife, by deed dated the 3rd day of June, 1975, and of record in said Clerk's office in Deed Book 452, page 89.

FOURTH PARCEL: Beginning at a post located North 72° 00' E. 44.08' from a post corner to McCloud; thence through the lands of McCloud S. 24° 58' E. 47.21' to a point in the center of County Road 66, passing an iron pin at 23.25'; thence S. 42° 36' W. 86.58' to a point in the line of McCloud; thence with McCloud N. 2° 00' W. 92.96' to above mentioned post; thence with McCloud N. 72° 00' E. 44.08' to the place of beginning, containing 0.089 acres, and excepting the right of way for County Road 66, and being Parcel 1, as shown on a plat attached to the hereinafter mentioned deed.

Being the same property conveyed to the said Kenneth D. Kuhn and Patricia A. Kuhn, his wife, from Rhea Allison Weekly and John P. Weekly, her husband, by deed dated the 29th day of September, 1983, and of record in the Office of the Clerk of the County Commission of Marshall County, West Virginia, in Deed Book 508, at page 258. The parties hereto were thereafter divorced by Order of the Circuit Court of Marshall County, West Virginia, entered on the 26th day of December, 1990. Also being the same property conveyed to Patricia A. Kelley, f.k.a. Patricia A. Kuhn, from Kenneth D. Kuhn, single, by deed dated the 31st day of December, 1990, and of record in said Clerk's Office in Deed Book 555, Page 588.

There is excepted and reserved from the above conveyance the following described property:

A tract of real estate situated along Burley Hill Road, Cameron District, Marshall County, West Virginia, more particularly described as follows:

Beginning at a point in Burley Hill Road, said point being the southeast corner of a 0.202 acre tract of Patricia Ann Kuhn (now Patricia Ann Kelley) as recorded in the Marshall County records in Deed Book 501, Page 375, thence with said road and the lines of said tract S 79° 13' W 120.79 feet to a point, thence S 65° 25' W 66.36 feet to a point at the

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BOOK 567 PAGE 634

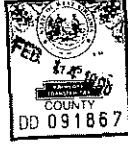
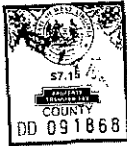
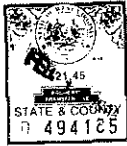
southwest corner of said 0.202 acre tract, and the southeast corner of a 0.089 of Patricia A. Kuhn (now Kelley), designated as the Fourth Parcel, as recorded in the Marshall County records in Deed Book 555, Page 588, thence continuing with said road S 42° 36' W 86.58 feet to a point at the southwest corner of said 0.089 acre tract and a corner of a 1.0 acre tract of Patricia A. Kuhn (now Kelley), designated as the Second Parcel, as recorded in the Marshall County records in Deed Book 555, Page 588, thence continuing with said road S 06° 54' W 113.0 feet to a point at the southeast corner of said 1.0 acre tract, thence continuing said course S 06° 54' W 237.21 feet to a point in said road, thence leaving said road and running through the lands of the grantor N 83° 06' W 209.4 feet to a point, thence N 06° 54' E 140.0 feet to a point at the northwest corner of the above mentioned 1.0 acre tract, thence continuing said course with the western line of said 1.0 acre tract N 06° 54' E 211.52 feet to a point at the northwest corner of same, thence running with the lands of the grantor N 18° 11' 20" E 376.0 feet to a point at the northwest corner of a 3.90 acre tract of Patricia Ann Kuhn (now Patricia Ann Kelley) as recorded in the Marshall County records in Deed Book 501, Page 375, thence with the lines of said tract the following four (4) courses N 75° 48' E 620.20 feet to a point at the northeast corner of said 3.90 acre tract, thence S 18° 43' E 262.42 feet to a point at the southeast corner of said 3.90 acre tract, thence S 72° 00' W 386.10 feet to an iron pin, thence S 10° 12' E 54.94 feet to the place of beginning, containing 7.000 acres, more or less, according to a survey by Chadan Engineering, Inc., in June, 1992.

Being part of the same property as conveyed to Patricia Ann Kuhn and Kenneth Dale Kuhn, her husband, from Richard T. Strait, by deed dated the 14th day of October, 1982, and recorded in the Office of the Clerk of the County Commission of Marshall County, West Virginia, in Deed Book 501, at page 375, and also being all of the Second and Fourth Parcels, and part of the First Parcel as conveyed to Patricia A. Kuhn, single, from Kenneth D. Kuhn, single, by deed dated the 31st day of December, 1990, and recorded in said Clerk's Office in Deed Book 555, Page 588. Said Patricia A. Kuhn is now known as Patricia A. Kelley.

This conveyance is, however, subject to the exceptions, reservations, covenants, conditions, restrictions and easements, if any, granted by or acquired from the party of the first part and her predecessors in title to said land.

Grantor hereby declares that the total consideration paid for the property hereby conveyed is \$1,300.00, and there are no financing arrangements affecting said value.

BERRY, KESSLER,
CRUTCHFIELD & TAYLOR
ATTORNEYS AT LAW
514 SEVENTH ST
MOUNDSVILLE W VA
26041



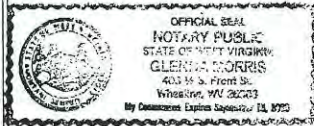
WITNESS the following signature and seal:

Patricia A. Kelley (SEAL)
Patricia A. Kelley

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

The foregoing instrument was acknowledged before me this 8th day of August, 1992, by Patricia A. Kelley, single.
My commission expires: 9-13-99

(Notary Seal)



Glenn Morris
Notary Public of, in and for
the State of West Virginia

This Instrument Prepared By:
Jeffrey V. Kessler
Berry, Kessler, Crutchfield & Taylor
514 Seventh Street
Moundsville, WV 26041
(304)-845-2580

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, NORMA GLOVER SINE, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 24th day of July, 1992, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 11th day of August, 1992 at 11:24 o'clock A.M.
TESTE: *Norma Glover Sine* Clerk.

CPS 10M 4-91

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, NORMA GLOVER SINE, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 24th day of July, 1992, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 14th day of February, 1995 at 3:48 o'clock P.M.
TESTE: *Norma Glover Sine* Clerk.

CPS 10M 8-84

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, MELANIE A. MADDEN, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 25th day of July, 2022, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 30th day of September, 2022 at 10:16 o'clock A M.

TESTE: *Melanie A. Madden* Clerk