

**GRANT OF CONSERVATION EASEMENT**

This Grant of Conservation Easement ("Conservation Easement") is made this 30<sup>th</sup> day of DECEMBER 2002 by and between American Energy Corporation, an Ohio Corporation, its successors and assigns, (the "Grantor") having an address at 43521 Mayhugh Hill Rd., Beallsville, Ohio 43716 and Ohio Stream Preservation, Inc. an Ohio not-for-profit corporation, its successors and assigns (the "Grantee") having an address at P.O. Box 23835 Chagrin Falls, Ohio 44023-0835.

**WHEREAS**, the Grantor is the owner in fee of certain real property situated in Belmont County, Wayne Township, Ohio, located at 43521 Mayhugh Hill Road, Township Highway 88, known as the Century Mine.

**WHEREAS**, the Grantor has proposed to construct a certain project on the real property, which project may have environmental impacts to certain surface water bodies located on the real property and will require the Grantor to obtain a 401 water quality certification from the Ohio Environmental Protection Agency ("OEPA") and a 404 Permit from the U.S. Army Corps of Engineers (ACOE); and

**WHEREAS**, in order to protect the quality of the surface waters located on the real property, the OEPA and ACOE have required that Grantor, as a condition of being issued a 401 water quality certification (#020724, dated September 13, 2002) and a 404 permit (#200101542, dated November 29, 2002), grant a Conservation Easement in and to a portion of the Grantor's real property ("Conservation Easement Area"), which is more particularly identified and depicted on the Wetlands Mitigation Plan, Coarse Coal Refuse Disposal Project ("Exhibit A") and the Proposed Wetlands Construction, Coarse Coal Refuse Disposal Project ("Exhibit B"), both attached hereto, and described on seven (7) Legal Descriptions ("Exhibits C, D, E, F, G, H, I"); and

**WHEREAS**, Grantee represents to Grantor that it is authorized to acquire and hold conservation easements for the purposes set forth herein under Section 5301.69 of the Ohio Revised Code; and

**WHEREAS**, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect the conservation values of the Conservation Easement Area for the benefit of this generation and generations to come.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual promises and covenants contained herein, and other good and valuable consideration in hand paid, the parties hereto agree as follows:

1. **Grant of Easement:** Grantor hereby grants and conveys to Grantee, its successors and assigns, an estate, interest, easement and servitude in and to the Conservation Easement Area of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon the Conservation Easement Area, which estate, interest, easement and servitude will result from the covenants and restrictions set forth herein and hereby imposed upon the use of the Conservation Easement Area by Grantor, and, to that end and for the purpose of accomplishing the intent of the parties hereto, the Grantor covenants on behalf of itself, its heirs, successors and assigns with the Grantee, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Conservation Easement Area, the various acts hereinafter described, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, is and will be for the benefit of Grantee.

200600006321  
 Filed for Record in  
 BELMONT COUNTY, OHIO  
 MARY CATHERINE NIXON  
 07-19-2006 At 10:32 am  
 EASEMENT 204.00  
 OR Book 67 Page 123 - 146

2. **Term of Easement:** The easement granted hereunder shall be perpetual and shall have no expiration date.
3. **Conservation Values:** The Conservation Easement Area possesses substantial value in conserving and protecting the physical, biological and chemical integrity of the Piney Creek watershed and is important in the protection of the existing or designated use of the waters of the state pursuant to §303 of the Clean Water Act, 33 U.S.C. §1313 and §6111.041 of the Ohio Water Pollution Control Act. The specific conservation values of the Conservation Easement Area have been documented in the application for ACOE Section 404 Permit No. 200101542 and have been recognized by the OEPA in the grant of a Section 401 Water Quality Certification, #020724.

The specific condition and conservation values of the Conservation Easement Area have been documented in a "Baseline Documentation Report" attached hereto as Exhibit J and incorporated by reference herein, which includes any and all maps, reports, photographs, descriptions of prominent vegetation, land use history and distinct natural features characterizing the Conservation Easement Area at the time of the grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The parties acknowledge that the Baseline Documentation Report is an accurate representation of the Conservation Easement Area at the time of this grant.

4. **Prohibited Actions:** Any activity on or use of the Conservation Easement Area inconsistent with the purposes of this Conservation Easement or detrimental to the conservation values expressed herein is expressly prohibited. By way of example, and not of limitation, the following activities and uses are explicitly prohibited:
  - a. **Division:** Any division or subdivision of the Conservation Easement Area;
  - b. **Commercial Activities:** Commercial development or industrial activity;
  - c. **Construction:** The placement or construction of any man-made modifications, including but not limited to: buildings, structures, fences, mobile homes or trailers, advertising, billboards, camping accommodations, roads and parking lots;
  - d. **Destruction or Introduction of Vegetation and Animals:** The removal or destruction of native growth in the Conservation Easement Area, the use of fertilizers, the spraying of herbicides, pesticides or biocides, the introduction of nonnative wild animals and vegetation, grazing of domestic animals, or disturbance or change in the natural habitat (except in the enhancement of wildlife habitats) and the cutting of trees, ground cover or vegetation, except that such removal or destruction may be undertaken for the following purposes:
    - (1) The control or prevention of hazard, disease, or fire, and for the purpose of restoring natural habitat areas to promote native vegetation; and,
    - (2) The removal of those portions of dead, diseased, damaged, destroyed, or fallen trees, shrubs, or other vegetation that physically block streams; and,
    - (3) The elimination and removal of grapevines, poison ivy, and other toxic and undesirable growth which can be cut and left laying;

- (4) Hunting or trapping as necessary to keep the animal population within numbers consistent with the ecological balance of the area; and,
- e. **Land Surface Alterations:** The removal, filling, or excavation, of soil, sand, gravel, rock minerals or other materials from the Conservation Easement Area, or doing any act that would alter the topography of the Conservation Easement Area;
  - f. **Dumping:** The dumping or accumulation of any substance of any kind, nature, and description including but not limited to grass clippings or other yard debris, soil, trash, ashes, garbage, waste, or other unsightly or offensive material, or any placement of underground storage tanks, on or in the Conservation Easement Area;
  - g. **Water Courses:** Any alteration, dredging, straightening, filling, channelization impeding or diversion of the natural water courses, streams, wetlands, marshes, or other water bodies, located within the Conservation Easement Area, and any use or activity which violates water quality standards within the Conservation Easement Area;
  - h. **Motorized Vehicles:** The operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other motorized vehicle on the Conservation Easement Area, except for monitoring efforts conducted by OSP;
  - i. **Signage:** Advertising of any kind or nature to be located on or in the Conservation Easement Area except for signs marking the boundaries as part of the Conservation Easement Area in favor of the Grantee, or signs along the edge of the Conservation Easement Area for traffic or safety requirements, and except as necessary to fulfill the obligations of Grantor under this Conservation Easement. Any proposed signage on or in the Conservation Easement Area will be mutually agreed upon by Grantor and Grantee.
  - j. **Other Activities:** Each and every other activity or construction project which might endanger the natural, scenic, biological, or ecological integrity of the Conservation Easement Area.
5. **Grantor's Rights and Responsibilities:** Grantor reserves to itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Area that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:
- a. **Right to Convey:** The Grantor retains the right to sell, mortgage, bequeath, donate, or otherwise convey the Conservation Easement Area. Any conveyance shall remain subject to the terms and conditions of this Conservation Easement, and the subsequent interest holder shall be bound by the terms and conditions hereof;
  - b. **Right to Maintain:** The Grantor retains the right to maintain, renovate and replace any existing structure(s), if any, on the Conservation Easement Area as noted in

Exhibit J, in substantially the same location and size. Any expansion or replacement may not substantially alter the character or function of the structure, and requires the Grantee's prior written approval.

- c. **Right to Access:** Subject to the terms of this Conservation Easement with respect to prohibited uses and permitted uses, the Grantor shall retain the right of unimpeded access to the Conservation Easement Area. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon the Conservation Easement Area or any portion thereof where no such right existed to the public immediately prior to the execution of this Conservation Easement.
- d. **Actions Against Grantee:** In the event of a breach of this Conservation Easement, the Grantor may bring action against the Grantee for failing to fulfil its obligations as contained herein. Prior to an action being brought, the Grantor shall provide written notice, as set forth herein to the Grantee, advising of the breach of duty and demanding that Grantee abide by the provisions of this Conservation Easement. Grantee agrees to indemnify Grantor, including any affiliated entities, directors and employees, against all claims, losses, liabilities or expenses arising out of this Conservation Easement unless caused by the gross negligence or willful misconduct of the Grantor.
- e. **Requirement of Notice:** If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), the Grantee continues in its breach of duties or if the Grantee does not take substantial corrective measures within the Notice period, or if Grantee should fail to continue diligently to provide said duties, the Grantor may bring an action in law or in equity to enforce the terms of the Conservation Easement and recover any damages for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantor include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Conservation Easement Area, and/or an order compelling restoration of the Conservation Easement Area.
- f. **Requirements for the Conservation Easement Area:** The following minimum conditions shall apply to the Conservation Easement Area:
  - (1) The Grantor shall be responsible for clearly marking and identifying the Conservation Easement Area boundaries prior to the first annual monitoring visit; and
  - (2) The Grantor shall be responsible for ensuring that contractors and/or workers involved in activities near or adjacent to the Conservation Easement Area have knowledge of the terms and conditions of these restrictions and that a copy of these restrictions is provided to such contractors or workers; and
  - (3) Construction debris shall not be placed in or discharged to any waterway, stream or buffer area within the Conservation Easement Area, and shall be removed immediately should any such debris be present in said areas; and



- (4) That the mechanical equipment used to execute any and all work be operated in such a way as to minimize turbidity (i.e., stirring up sediment into the water) that could degrade water quality and adversely affect aquatic plant and animal life; and
- (5) Sediment and erosion controls shall be installed downstream from all construction areas which are within, adjacent to or abutting the Conservation Easement Area, and shall remain in place during all excavation and restoration operations, including landscaping. Sediment and erosion controls shall not be removed until stabilization of the project site is satisfactorily complete; and
- (6) All trash or nonconforming material that is dumped or placed on the Conservation Easement Area shall be removed or cause to be removed by the Grantor immediately. In the event that the nonconforming material is placed by an adjacent landowner or party unknown to the Grantor, the Grantee and Grantor shall work collectively to locate and notify the offender and cause the material to be removed immediately by the offender. If the offender is not identified or is uncooperative, the Grantor shall be responsible for removal of the nonconforming material.

6. **Rights of Grantee:** The Grantor confers the following rights upon the Grantee to perpetually maintain the conservation values of the Conservation Easement Area:

- a. **Right to Enter:** The Grantee has the right to enter the Conservation Easement Area at reasonable times to monitor or to enforce compliance with this Conservation Easement; provided that such entry shall be upon prior reasonable notice to the Grantor. The Grantor may use the Conservation Easement Area without interference provided that the Grantor restricts his/her use to those permitted under this Conservation Easement. The Grantee has no right to permit others to enter the Conservation Easement Area. The general public is not granted access to the Conservation Easement Area under this Conservation Easement.
- b. **Right to Preserve:** The Grantee has the right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the terms or purposes of this Conservation Easement.
- c. **Right to Require Restoration:** The Grantee shall have the right to require the restoration of the areas or features of the Conservation Easement Area which are damaged by any activity inconsistent with this Conservation Easement. The Grantee may not bring an action against the Grantor for modifications occurring to the Conservation Easement Area which result from causes beyond the Grantor's control. Examples include, without limitation: unintentional fires, storms, natural earth movement, trespassers or the Grantor's well-intentioned actions in response to an emergency which result in changes to the Conservation Easement Area. The Grantor has no responsibility under this Conservation Easement for such unintended modifications. The Grantee may, however, bring an action against another party for modifications that impair the conservation values identified in this Conservation Easement.

d. **Right to Placement of Signs:** The Grantee shall have the right to place a reasonable number of small signs on the Conservation Easement Area which identify the land as being protected by this Conservation Easement.

7. **Grantee's Remedies:** In the event of a breach of this Conservation Easement by the Grantor, the Grantee shall have the following remedies and shall be subject to the following limitations:

a. **Actions Against Grantor:** In the event of a breach of this Conservation Easement, the Grantee may bring action against the Grantor for failing to fulfill its obligations as contained herein. Prior to an action being brought, the Grantee shall provide written notice, as set forth herein to the Grantor, advising of the breach of duty and demanding that Grantor abide by the provisions of this Conservation Easement.

b. **Requirement of Notice:** If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), the Grantor continues in its breach of duties or if the Grantor does not take substantial corrective measures within the Notice period, or if Grantor should fail to continue diligently to provide said duties, the Grantee may bring an action in law or in equity to enforce the terms of the Conservation Easement and recover any damages for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantee include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Conservation Easement Area, and/or an order compelling restoration of the Conservation Easement Area.

c. **Emergency Action:** If the Grantee determines that the use permitted by this Conservation Easement is, or is expected to be violated so to cause significant or irreparable damage to the physical, biological and/or chemical integrity of the Conservation Easement Area, the Grantee will provide written notice to the Grantor. If, through reasonable efforts, the Grantor cannot be notified, or if the Grantee determines, in its sole discretion, that the circumstances justify prompt action to mitigate or prevent injury to the Conservation Easement Area, then the Grantee may pursue its lawful remedies without awaiting the Grantor's opportunity to cure. Grantor shall not be liable for any costs arising from Grantee's failure to provide advance notice as set forth in Section 7 (b) above.

d. **Injunctive Relief for Actual or Threatened Non-Compliance:** Grantor acknowledges that actual or imminent threat of non-compliance under this Conservation Easement constitute immediate and irreparable harm. The Grantor acknowledges that Grantee's remedies at law for any violation of the terms hereof are inadequate and Grantee is entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or inadequacy of otherwise available legal remedies.

e. **Cumulative Remedies:** The preceding remedies of the Grantee are cumulative. Any or all of the remedies may be invoked by the Grantee if there is an actual or

imminent threat of violation of this Conservation Easement. Grantee may not, however, receive more than one remedy (including without limitation, damages and injunctive relief) for the same injury or violation.

- f. **Delay in Enforcement:** Notwithstanding the foregoing, any delay in enforcement shall not (by itself) be construed as a waiver of the Grantee's rights to enforce the terms of this Conservation Easement.
  
8. **Ownership Costs and Liabilities:** In accepting this Conservation Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes or property insurance of any kind related to ownership of the Conservation Easement Area. The Grantee and its trustees, officers, employees, agents and members have no liability arising from injury or death to any person or from physical damage to any other property located on the Conservation Easement Area or otherwise. The Grantor agrees to defend the Grantee against such claims and to indemnify the Grantee against all costs and liabilities relating to such claims. Notwithstanding the foregoing, Article 8 does not apply to losses caused by the negligence, actions or inaction of employees, agents and invitees of Grantee.
  
9. **Cessation of Existence:** If the Grantee shall cease to be authorized to acquire and hold conservation easements, then this Conservation Easement shall be conveyed by Grantee to another qualified entity that is eligible to acquire and hold a conservation easement under Ohio law, upon the mutual consent of Grantor, Grantee, ACOE and OEPA.
  
10. **Termination:** This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain:
  - a. **Unexpected Change in Conditions:** If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated: (1) by a written agreement of Grantor and Grantee which is approved by ACOE and OEPA; or (2) by judicial proceedings. The amount of the compensation to which the Grantee shall be entitled from any termination of this Conservation Easement or involuntary conversion (by eminent domain) involving all or any portion of the Conservation Easement Area, pursuant to such proceedings, and subsequent to such termination or extinguishment, shall be established by such agreement of termination (or by judicial proceeding in the event that no agreement is reached) or in the eminent domain proceeding, unless otherwise provided by Ohio law at the time, with respect to the division of condemnation proceeds.
  
  - b. **Eminent Domain:** If the Conservation Easement Area is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation in accordance with applicable laws and in proportion to the Grantee's interest in the Conservation Easement Area at the effective date of this Conservation Easement.
  
11. **Recordation:** The Grantor or its successors and assigns shall record this instrument in a timely fashion in the official record of Belmont County, Ohio and shall re-record it at any time as may be required by Grantee to preserve the Grantee's rights in this Conservation Easement.

12. **Assignment:** This Conservation Easement is transferable by Grantor or Grantee, but Grantee may assign its rights and obligations hereunder only to an organization or entity that is qualified to hold conservation easements under Ohio law, and any applicable federal tax law, at the time of transfer, provided that such transfer is approved by Grantor which approval will not be unreasonably withheld or delayed.
- a. **Requirements:** As a condition of such transfer, the Grantee and Grantor shall require that the conservation purposes that this grant is intended to advance continue to be carried out.
13. **Liberal Construction:** This Conservation Easement shall be liberally construed in favor of maintaining the conservation values of the Conservation Easement Area. The section headings and subheadings identified herein are for reference purposes only and shall not be used to interpret the meaning of any provision hereof.
14. **Notices:** For purposes of this Conservation Easement, notices may be provided to the parties, by personal delivery or by mailing a written notice to that party by first class mail, postage prepaid. Delivery will be complete upon depositing the properly addressed notice with the U. S. Postal Service.

The notice shall be served to the Grantor at:

American Energy Corporation  
Attn. President  
43521 Mayhugh Hill Road  
Beallsville, Ohio 43716

The notice shall be served to the Grantee at:

Ohio Stream Preservation, Inc.  
P.O. Box 23835  
Chagrin Falls, Ohio 44023-0835

with a copy to its attorney at:

Reddy, Grau and Meek  
Attn. Mr. David Meek  
5306 Transportation Blvd.  
Garfield Heights, Ohio 44125

15. **Severability:** If any portion of this Conservation Easement is determined to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect.
16. **Subsequent Transfers:** This Conservation Easement shall be a covenant running with the land and shall constitute a burden on the Conservation Easement Area and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Conservation Easement Area shall be bound to all provisions of this Conservation Easement to the same extent as the current parties. Grantor further agrees to provide written notice to the Grantee of the transfer of any interest at least thirty (30) days prior to the effective date of such transfer.



17. **Termination of Rights and Obligations:** A party's future rights and obligations under this Conservation Easement shall terminate upon transfer of that party's interest in the Conservation Easement Area. Liability for acts or omissions occurring prior to transfer shall survive any such transfer.
18. **Applicable Law:** This agreement shall be governed by, and construed in accordance with the substantive law of the State of Ohio, irrespective of its conflicts of laws rules.
19. **Entire Agreement:** This Conservation Easement sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands on the day and year as written.

**GRANTOR**

American Energy Corporation

By: [Signature]  
Authorized Signature

Robert D. Moore  
Printed Name

Date: 12-19-02

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF Belmont        )

BEFORE ME, a Notary Public, in and for said County, personally appeared Robert D. Moore, officer of American Energy Corporation, Century Mine, who said he is duly authorized in these presents, and that he acknowledges his signature to be his free act and deed, individually, and as such officer, and the free act and deed of said partnership and corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Pewhatan Pmt., Ohio, this 19th day of December, 2002.

[Signature]  
Notary Public



**BARBARA L. RUSH**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 9-01-04

**GRANTEE****Ohio Stream Preservation, Inc.**By: *J. Markley*  
Jeffrey S. Markley, Executive DirectorBy: *Jeffrey J. Filarski*  
Jeffrey J. Filarski, SecretaryDate: 12/30/02200600006321  
Filed for Record in  
BELMONT COUNTY, OHIO  
MARY CATHERINE NIXON  
07-19-2006 At 10:32 am.  
EASEMENT 204.00  
OR Book 67 Page 123 - 146STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

**BEFORE ME**, a Notary Public, in and for said County, personally appeared **JEFFREY S. MARKLEY**, Executive Director, Ohio Stream Preservation, Inc., and **JEFFREY J. FILARSKI**, Secretary, Ohio Stream Preservation, Inc. who said they are duly authorized in these presents, and that they acknowledge their signatures to be his free act and deed, individually, and as such Executive Director and Secretary, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Oakwood, Ohio,  
this 30<sup>th</sup> day of DECEMBER, 2002.

*Judith A. Cence*  
Notary Public  
Judith A. Cence  
My Commission Expires August '04

DESCRIPTION OF A CONSERVATION EASEMENT  
UNNAMED STREAM "C"

Situated in the State of Ohio, County of Belmont, Township of Wayne, being a part of the southeast quarter of Section 3, T.6, R.5. This easement is described as a strip of land, one hundred (200) feet wide, lying no more than fifty (100) feet on each side of the following described centerline.

Beginning for the same at a point which is the center of the Unnamed Stream "C", which the southeast corner of Section 3 bears South  $06^{\circ} 17' 15''$  East, 2360.24 feet, it will be noted the bearing on the east section line being South  $02^{\circ} 16' 04''$  West. Thence with the meanderings of the Unnamed Stream "C" downstream, the following bearings and distances for approximately 1690 feet.

South  $74^{\circ} 29' 22''$  West, 107.2 feet

South  $62^{\circ} 28' 08''$  West, 123.8 feet

South  $41^{\circ} 12' 44''$  West, 101.5 feet

South  $47^{\circ} 39' 21''$  West, 160.7 feet

South  $60^{\circ} 12' 10''$  West, 90.2 feet

South  $67^{\circ} 03' 19''$  West, 122.4 feet

South  $87^{\circ} 16' 34''$  West, 100.4 feet

North  $83^{\circ} 52' 40''$  West, 89.7 feet

North  $69^{\circ} 27' 41''$  West, 163.1 feet

North  $80^{\circ} 32' 47''$  West, 58.1 feet

South  $86^{\circ} 45' 04''$  West, 84.2 feet

South  $80^{\circ} 42' 46''$  West, 203.6 feet

North  $82^{\circ} 09' 28''$  West, 66.3 feet

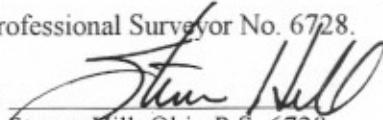
South  $81^{\circ} 59' 07''$  West, 42.6 feet

South  $55^{\circ} 20' 44''$  West, 44.0 feet

North 83° 20' 01" West, 132.2 feet

This easement covers 7.65 acres of land more or less and is subject to all other legal easements and right-of-ways. This description was prepared without the benefit of a field survey and is taken from the aerial maps of The American Energy Corporation, Century Mine. The bearings are based on the bearings used on the aerial maps used by Century Mine. This description was prepared on November 11, 2002 by Steven Hill, Ohio Professional Surveyor No. 6728.

Signed:

  
Steven Hill, Ohio P.S. 6728

Date: November 11, 2002





DESCRIPTION OF A CONSERVATION EASEMENT  
UNNAMED STREAM "D"

Situated in the State of Ohio, County of Belmont, Township of Wayne, being a part of the West Half of Section 3, T.6, R.5. This easement is described as a strip of land, one hundred (200) feet wide, lying no more than fifty (100) feet on each side of the following described centerline.

Beginning for the same at a point which is the center of the Unnamed Stream "D", which the northwest corner of Section 3 bears South 30° 10' 50" East, 2603.51 feet, it will be noted the bearing on the west section line being South 01° 39' 29" West. Thence with the meanderings of the Unnamed Stream "D" downstream, the following bearings and distances for approximately 1710 feet.

South 38° 41' 08" East, 53.5 feet

South 49° 15' 45" East 256.2 feet

South 69° 56' 06" East, 82.8 feet

South 54° 03' 09" East, 36.4 feet

South 32° 25' 25" East, 51.5 feet

South 59° 25' 38" East, 111.8 feet

South 41° 27' 00" East, 94.8 feet

North 82° 45' 12" East, 46.4 feet

South 69° 24' 29" East, 130.8 feet

South 78° 32' 0147" East, 181.2 feet

South 85° 24' 49" East, 202.7 feet

South 80° 45' 44" East, 117.2 feet

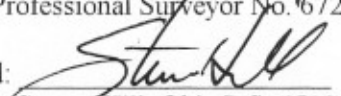
South 65° 04' 35" East 162.3 feet

South 41° 40' 48" East, 106.9 feet

South 18° 50' 27" East, 75.5 feet

This easement covers 7.85 acres of land more or less and is subject to all other legal easements and right-of-ways. This description was prepared without the benefit of a field survey and is taken from the aerial maps of The American Energy Corporation, Century Mine. The bearings are based on the bearings used on the aerial maps used by Century Mine. This description was prepared on November 11, 2002 by Steven Hill, Ohio Professional Surveyor No. 6728.

Signed:

  
Steven Hill, Ohio P.S. 6728

Date: November 11, 2002



DESCRIPTION OF A CONSERVATION EASEMENT  
UNNAMED STREAM "E"

Situated in the State of Ohio, County of Belmont, Township of Wayne, being a part of the northeast quarter of Section 3, T.6, R.5. This easement is described as a strip of land, one hundred (200) feet wide, lying no more than fifty (100) feet on each side of the following described centerline.

Beginning for the same at a point which is the center of the Unnamed Stream "D", which the northeast corner of Section 3 bears North  $74^{\circ} 20' 31''$  East, 1861.70 feet, it will be noted the bearing on the east section line being South  $02^{\circ} 16' 04''$  West. Thence with the meanderings of the Unnamed Stream "E" downstream, the following bearings and distances for approximately 610 feet.

South  $33^{\circ} 54' 11''$  East, 34.3 feet  
South  $41^{\circ} 06' 28''$  East 56.9 feet  
South  $29^{\circ} 49' 08''$  East, 165.0 feet  
South  $29^{\circ} 16' 17''$  East, 31.5 feet  
South  $18^{\circ} 27' 02''$  East, 26.1 feet  
South  $05^{\circ} 29' 38''$  East, 69.3 feet  
South  $04^{\circ} 36' 15''$  East, 48.0 feet  
South  $14^{\circ} 43' 07''$  East, 67.3 feet  
South  $12^{\circ} 16' 33''$  East, 64.7 feet  
South  $25^{\circ} 47' 36''$  East, 46.9 feet

This easement covers 2.8 acres of land more or less and is subject to all other legal easements and right-of-ways. This description was prepared without the benefit of a field survey and is taken from the aerial maps of The American Energy Corporation, Century Mine. The bearings are based on the bearings used on the aerial maps used by Century Mine. This description was prepared on November 11, 2002 by Steven Hill,

Ohio Professional Surveyor No. 6728.

Signed:

*Steven Hill*  
Steven Hill, Ohio P.S. 6728

Date: November 11, 2002





DESCRIPTION OF A CONSERVATION EASEMENT  
PINEY CREEK "SOUTH"

Situated in the State of Ohio, County of Belmont, Township of Wayne, being a part of the south half of Section 3, T.6, R.5. This easement is described as a strip of land, one hundred (100) feet wide, lying no more than fifty (50) feet on each side of the following described centerline.

Beginning for the same at a point which is the center of Piney Creek and the south section line of Section 3, which the southwest corner of Section 3, bears South 87° 46' 07" West, 2509.95 feet, it will be noted the bearing on the south section line being South 87° 46' 07" West. Thence with the meanderings of Piney Creek downstream, the following bearings and distances for approximately 1970 feet.

North 57° 41' 57" East, 271.3 feet

North 38° 02' 40" East, 42.9 feet

North 71° 14' 17" East, 129.9 feet

North 52° 43' 17" East, 81.1 feet

North 61° 38' 09" East, 220.4 feet

North 33° 21' 54" East, 30.7 feet

North 11° 19' 12" East, 24.1 feet

North 31° 50' 26" West, 108.9 feet

North 02° 12' 15" West, 72.0 feet

North 13° 00' 23" East, 36.0 feet

North 21° 40' 27" West, 49.4 feet

North 54° 14' 56" West, 56.6 feet

North 78° 42' 01" West, 27.6 feet

North 19° 48' 56" West, 53.8 feet

North 37° 01' 41" West, 428.8 feet

North 17° 02' 07" West, 69.2 feet

North 05° 56' 16" East, 82.8 feet

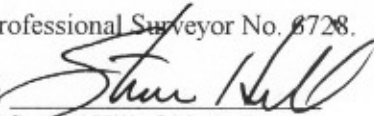
North 06° 41' 24" West, 70.2 feet

North 22° 41' 14" West, 137.3 feet

This easement covers 4.5 acres of land more or less and is subject to all other legal easements and right-of-ways. This description was prepared without the benefit of a field survey and is taken from the aerial maps of The American Energy Corporation, Century Mine. The bearings are based on the bearings used on the aerial maps used by Century Mine. This description was prepared on November 11, 2002 by Steven Hill,

Ohio Professional Surveyor No. 6728.

Signed

  
Steven Hill, Ohio P.S. 6728

Date: November 11, 2002



DESCRIPTION OF A CONSERVATION EASEMENT  
PINEY CREEK "NORTH"

Situated in the State of Ohio, County of Belmont, Township of Wayne, being a part of the northeast quarter of Section 3, T.6, R.5. This easement is described as a strip of land, one hundred (100) feet wide, lying no more than fifty (50) feet on each side of the following described centerline.

Beginning for the same at a point which is the center of Piney Creek, which the northeast corner of Section 3, bears North  $75^{\circ} 16' 06''$  West, 161.39 feet, it will be noted the bearing on the east section line being South  $02^{\circ} 16' 04''$  West. Thence with the meanderings of Piney Creek upstream, the following bearings and distances for approximately 2452 feet.

South  $64^{\circ} 19' 35''$  West, 97.9 feet

South  $48^{\circ} 17' 28''$  West, 67.5 feet

South  $14^{\circ} 35' 13''$  West, 35.1 feet

South  $13^{\circ} 08' 48''$  West, 206.8 feet

South  $00^{\circ} 47' 29''$  West, 112.6 feet

South  $11^{\circ} 33' 34''$  West, 345.6 feet

South  $12^{\circ} 05' 55''$  West, 163.7 feet

South  $07^{\circ} 22' 33''$  West, 74.9 feet

South  $27^{\circ} 23' 48''$  West, 151.4 feet

South  $11^{\circ} 38' 20''$  West, 95.5 feet

South  $43^{\circ} 44' 12''$  West, 80.8 feet

South  $61^{\circ} 11' 09''$  West, 209.3 feet

South  $87^{\circ} 28' 08''$  West, 41.0 feet

South  $74^{\circ} 32' 11''$  West, 57.5 feet

North  $73^{\circ} 53' 04''$  West, 185.1 feet

North 37° 49' 19" West, 118.7 feet

North 55° 52' 59" West, 199.8 feet

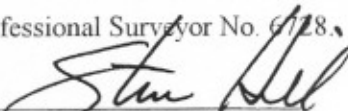
North 44° 16' 33" West, 103.0 feet

North 62° 07' 55" West, 105.8 feet

This easement covers 5.6 acres of land more or less and is subject to all other legal easements and right-of-ways. This description was prepared without the benefit of a field survey and is taken from the aerial maps of The American Energy Corporation, Century Mine. The bearings are based on the bearings used on the aerial maps used by Century Mine. This description was prepared on November 11, 2002 by Steven Hill,

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Signed:

  
Steven Hill, Ohio P.S. 6728

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North 86° 51' 54" East, 145.7 feet

South 73° 13' 29" East, 259.7 feet

South 64° 05' 09" East, 81.9 feet

North 87° 08' 32" East, 106.4 feet

South 71° 36' 57" East, 59.6 feet

South 81° 52' 58" East, 49.7 feet

North 80° 34' 22" East, 110.5 feet

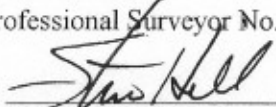
South 68° 21' 01" East, 95.6 feet

North 84° 28' 36" East, 92.0 feet

North 49° 12' 21" East, 152.6 feet

This easement covers 6.15 acres of land more or less and is subject to all other legal easements and right-of-ways. This description was prepared without the benefit of a field survey and is taken from the maps of The American Energy Corporation, Century Mine. The bearings are based on the bearings used on the aerial maps used by Century Mine. This description was prepared on November 11, 2002 by Steven Hill.

Ohio Professional Surveyor No. 6728.

Signed:   
Steven Hill, Ohio P.S. 6728

Date: November 11, 2002

