

IN THE CIRCUIT COURT OF LEWIS COUNTY, WEST VIRGINIA

Stephen R. Peters and Della Jane Woofter,
Stephen R. Peters and Della Jane Woofter
d/b/a D.J. Broadcasting,

Plaintiffs,

v.

Civil Action No. 14-C- 316

J & J Land Properties, LLC.
A West Virginia Corporation,

Defendant.

VERIFIED COMPLAINT FOR

DECLARATORY, MONETARY AND INJUNCTIVE RELIEF

1. The Plaintiffs, Stephen R. Peters and Della Jane Woofter, are sole proprietors doing business in West Virginia as D.J. Broadcasting (Hereinafter "DJB").
2. DBJ is engaged in the business of operating commercial radio stations in West Virginia, owning Radio Station WHAW (AM) which is authorized to operate at 25,000 Watts.
3. J & J Land Properties, LLC (hereinafter referred to as "J&J") is a properly licensed limited liability company operating in the state of West Virginia for the purpose of owning and leasing real estate and non-residential buildings.
4. This declaratory judgment proceeding is instituted pursuant to the provisions of Rule 57 of the West Virginia Rules of Civil Procedure and the West Virginia Declaratory Judgment Act, W.Va. Code § 55-13-1, et seq., and for injunctive relief pursuant to the provisions of *WVRCP, Rule 65*.

LEWIS COUNTY W.
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JOHN D. HUNTER
CIRCUIT CLERK

A. PROPERTY OWNERSHIP

5. Plaintiffs are the owners in fee of 7.11 Acres of real estate situate approximately .4 miles west of the terminus of County Route 33/22, on the waters of Stonecoal Creek, in Hackers Creek District, Lewis County, West Virginia pursuant to that certain deed of conveyance from Lang Brothers, Inc. dated May 10, 2007 and of record in the office of the County Clerk of Lewis County, West Virginia in Deed Book 617 at Page 515. The deed also includes a conveyance to the Plaintiffs of a 40 foot right of way through the adjacent property which was owned at that time by the Grantor, Lang Brothers, Inc. (See Attachment A: Lang to Plaintiffs).

6. By deed dated July 11, 2007, Lang Brothers, Inc. (hereinafter "Lang") conveyed unto G.A.L. Land Company, a West Virginia Corporation(hereinafter "GAL"), and Meeks Wireline Services, Inc., a West Virginia Corporation, (hereinafter "Meeks"), as tenants in common, several tracts of land, less several out conveyances, which included the adjacent property through which the Plaintiffs have a right of way. This deed is of record in the office of the County Clerk of Lewis County, West Virginia in Deed Book 617 at Page 493. One of the out conveyances excepted as item "e." in this deed is the same 7.11 acres conveyed to the Plaintiffs. This conveyance references the reservation of the 40 foot right of way and gives a complete and matching description to the Plaintiffs prior deed in Deed Book 617 at Page 515. (See Attachment B: Lang to GAL/Meeks).

7. By deed dated February 25, 2008, GAL and Meeks convey 61.13 acres of land to J & J Land Properties, LLC (hereinafter "J&J") and of record in the office of the County Clerk of Lewis County, West Virginia in Deed Book 623 at Page 166. The property is a part of the same tract or parcel of land conveyed by Lang to GAL and Meeks by Deed Book 617 at Page

493. The Plaintiffs 40 foot right of way is through the land that is transferred to J & J Land Properties, Inc. (See Attachment C: GAL/Meeks to J&J).

B. ENCROACHMENT OF RIGHT OF WAY

8. Immediately after acquiring the property in 2007 from Lang, the Plaintiffs hired a contractor and began construction on an access road on the right of way granted to them in Deed Book 617, at Page 515 for the purpose of constructing a high-frequency radio broadcast tower.

9. In the spring of 2008, a commercial structure was erected on the 61.13 acres through which the Plaintiffs have a right of way. A representative of GAL requested that the Plaintiffs use an alternate access route while the building was being constructed. The alternate access was constructed by GAL and used by GAL and the Plaintiffs.

10. The Plaintiffs raised concerns that the commercial structure might encroach on their right of way, but their concerns were not addressed.

11. Plaintiffs continued to use both the right of way conveyed by deed along with the alternate access created by GAL.

12. On or about February of 2008, Plaintiffs completed the construction of the new high output broadcast tower on the 7.11 acre tract, said tower broadcasting at 25,000 Watts.

13. In April of 2009, a landslide appeared around the new tower site on the 7.11 acres, requiring immediate action. Further investigation revealed that additional property, adjacent to the 7.11 acres owned by the Plaintiff, was needed to relocate the tower site due to the irreparable damage to the area caused by the landslide.

14. Plaintiffs filed requests with the Federal Communications Commission, hereinafter "FCC", to temporarily resume broadcasting from the old tower site at a lower broadcast frequency of 980 Khz until the new tower could be reconstructed. The request was granted with a time limit in which the Plaintiffs must complete the reconstruction of the high wattage broadcast tower. This resumption of broadcasting at a lower frequency reduced the listening area of the station thereby reducing the advertising revenue of the station.

15. The Plaintiffs acquired an additional 5 acres adjacent to the 7.11 acres to reconstruct the high wattage radio tower site. The only access to said real estate is through the existing 7.11 acres using the right of way conveyed originally to the Plaintiffs or the newly created right of way offered by GAL. Plaintiffs immediately began clearing the property for construction which included removing timber from the property.

16. In 2011, while attempting to remove the timber, the Plaintiffs are denied access to said right of way by the building tenant, Meeks Wireline Services, LLC, a company that shares a common owner with J&J, which is James C. Meeks. A representative of Meeks Wireline advised the Plaintiffs that they must use the alternate access right of way owned by GAL, which had fallen into disrepair. The Plaintiffs repaired the alternate access right of way and removed the timber through the alternate right of way as time was of the essence.

17. Once the site was cleared, the Plaintiffs prepared the new site for a tower rebuild and requested permission from the FCC to rebuild the new tower on the newly prepared site. The request was granted by the FCC on or about February of 2013, with a restriction on the time Plaintiffs had to complete the construction of the tower and resume broadcasting from the new site.

18. In October of 2012, as the Plaintiffs moved forward on the construction of the new tower, the Plaintiffs were advised by GAL (the company that previously requested that the Plaintiffs use the alternate access) that they no longer had verbal permission to use the alternate right of way.

19. The Plaintiffs, after much debate with representatives of GAL and J&J, were denied all access to the right of way granted to them in Deed Book 617 at Page 515 and the alternate access across the land of GAL. Plaintiffs had no way to access their property making completion of the tower impossible.

20. In December of 2012, the Plaintiffs hired a surveyor who re-surveyed the right of way originally conveyed to them by Lang in 2007 and the surrounding lands. The survey confirmed the location of the right of way. The survey also confirmed the Plaintiffs' original fear that the commercial building had been constructed encroached upon the right of way conveyed to the Plaintiffs by Deed Book 617 at Page 515.

21. The Defendant, and his agents, continued to deny the Plaintiffs access to his right of way, thereby denying the Plaintiffs access to the real estate and the commercial radio broadcast tower site.

22. GIS mapping confirmed the location of the right of way and the encroachment of the Defendant's commercial structure on said right of way (See Attachment D).

23. In October of 2013, the Plaintiffs were granted the right to access said right of way through the commercial building lot, but continue to face obstructions such as locked gates, renters refusing access, coordinating schedules, and an inability to mobilize the necessary equipment to the tower site due to the encroachment by the commercial structure on the deeded right of way.

24. Time is of the essence as failure to bring the high wattage tower online in the time prescribed by the FCC could have devastating effects on the Plaintiffs.

25. During the time the Defendants refused the Plaintiffs ANY access to their right of way, the Plaintiffs' old tower site was vandalized. The old tower site, which contained valuable personal property and equipment, could not be reached to be monitored or remove the property and equipment. This resulted in the theft of valuable copper wire and other equipment valued in excess of Ten Thousand Dollars (\$10,000.00). The Defendant refused access to the right of way to the Plaintiff and law enforcement to conduct an investigation into the vandalism and theft.

26. The actions of the Defendant were intentional.

27. The Defendant has been on notice of the issues, including presentation of the prior chain of title, yet continued to impair, interfere, restrict and deny with the Plaintiffs' access.

28. The Plaintiffs have suffered severe financial loss, hardship and emotional distress as a result of the Defendant's actions.

29. The actions of J&J have caused the Plaintiffs to lose the use of the 25,000 Watt tower. This loss of use has caused the Plaintiffs substantial loss of income and injured the public in general. The radio station provides a public service to the local community which has been injured by the Defendant's actions.

30. The Plaintiffs have incurred damages in the aggregate sum of One Million Dollars (\$1,000,000.00) which includes lost advertising revenue, construction/repair of right of ways, three surveys of the right of way, loss by theft and FCC filing fees and legal fees related to the FCC filings.

DEFENDANT'S UNLAWFUL ENCROACHMENT

OF THE PLAINTIFFS RIGHT OF WAY

31. The Defendant has constructed a commercial structure which clearly encroaches on the Plaintiffs right of way, thereby limiting the Plaintiffs' use and enjoyment of the right of way. The inability to mobilize the necessary equipment through the right of way due to the encroachment of the Defendant's commercial structure, has interfered and restricted the Plaintiffs' ability to place the new radio broadcast tower into operational capacity and comply with the requirements of the FCC license granted to DJB.

32. The Defendant has impeded and delayed the Plaintiffs, their agents, employees and contractors from the lawful use and enjoyment of the right of way at a great loss to the Plaintiffs.

33. If the matter is not resolved, the Plaintiff will lose the FCC permit to utilize the 25,000 Watt radio broadcast tower, which is a loss in itself in excess of One Million Dollars (\$1,000,000.00).

PLAINTIFFS RIGHTS AND DEFENDANT'S OBLIGATIONS

34. Defendant has wrongfully and illegally encroached on the Plaintiffs' right of way, restricted and denied the Plaintiffs access to the right of way entirely and delayed the use of the Plaintiffs property and operation of the high output radio broadcast tower.

35. The Defendant has no right to construct a structure on the Plaintiffs' right of way resulting in a taking of the Plaintiffs' property right, and injury to the Plaintiffs' business at a substantial loss to the Plaintiffs.

36. The Defendant's actions have delayed the Plaintiffs' ability to access the radio tower site which makes completion of the tower reconstruction, testing and certification in the FCC allowed time frame, extremely difficult.

37. The Plaintiffs have a lawful right under the aforesaid deed to enter its right of way and to not have said access limited at the whim of the Defendant or its agents.

38. The Plaintiffs are aware of no harm to the Defendant from the Plaintiffs use and access of the Plaintiffs right of way.

39. The Defendant has a legal obligation to allow the Plaintiffs' access to its right of way as contained in Attachment A.

40. The Plaintiffs desire Court intervention to prevent further restrictions, obstructions, or interferences by the Defendant or its agents with the Plaintiffs use of its legal right of way.

41. The Plaintiffs further desire a declaration that the Defendant has no right to interfere with the Plaintiffs or their agents, employees or contractors in using the Plaintiffs legal right of way as described in Attachment A.

COUNT I-INJUNCTIVE RELIEF

42. The Plaintiffs re-allege and incorporate by reference all of the allegations of paragraphs 1 through 41 of this Complaint.

43. The Plaintiffs lack an adequate remedy at law.

44. The Plaintiffs will be irreparably harmed if injunctive relief is denied.

45. The Defendant will not be unduly harmed if the injunctive relief is granted.

46. The Plaintiffs are entitled to preliminary and permanent injunctive relief.

47. Injunctive relief is in the public interest.

COUNT II-DECLARATORY RELIEF

48. The Plaintiffs re-allege and incorporate by reference all of the allegations of paragraphs 1 through 47 of this Complaint.

49. The Plaintiffs have a lawful right of way conveyed by Deed 617 at Page 515 of record in the offices of the Lewis County Court Clerk to access to said lawfully conveyed right of way.

COUNT III-MONETARY DAMAGES

50. The Plaintiffs re-allege and incorporated by reference all of the allegation of paragraph 1 through 49 of this Complaint.

51. The Plaintiffs have FCC regulations and requirements to meet. The Plaintiffs earn income through advertising by their radio stations. The Defendant's actions have limited the Plaintiffs' advertising income, as the high-output radio broadcast tower provides a substantially greater income to the Plaintiffs. The tower is not operational due to the Defendant's actions.

52. The Plaintiffs have incurred costs of constructing an access road on the deeded right of way and repairing and upgrading the road on the alternate access rights of way, which have been destroyed by the Defendant's actions.

53. The Plaintiff have incurred costs through the FCC which were necessitated by the Defendant's actions.

54. The Plaintiffs have incurred expenses due to the delays resulting from the Defendant's unlawful acts.

55. The Plaintiffs are entitled to recover from the Defendant all costs incurred as a result of its unlawful restriction, encroachment and denial of the Plaintiffs' lawful use and enjoyment of the right of way.

WHEREFORE, Plaintiffs, Stephen R. Peters, Della Jane Woofler d/b/a DJB, pray that the Court enter an order granting the following relief:

A. Preliminary and permanent injunctive relief prohibiting the Defendant, J&J Land Properties, LLC, or any agent thereof, servant, assignee or anyone acting in conjunction with it, from interfering with the right of the Plaintiffs, its affiliated, employees or contractors to access the lawful right of way.

B. Further, the Plaintiff requests permanent access sufficient to move the necessary equipment to construct, rebuild, and maintain a commercial radio tower on the property of the Plaintiff along with the undisturbed and peaceful access to the subject property to complete operations contemplated thereon.


C. Plaintiffs further pray that the Court award them compensatory damages associated with the Defendant's contumacious actions to so thwart Plaintiff in pursuit of its legal rights in the sum of One Million Dollars (\$1,000,000.00), and for Plaintiffs' attorney fees and costs associated with the prosecution of this action.

D. A declaration of Plaintiffs, Stephen R. Peters and Della Jane Woofler, right to peacefully access its right of way as conveyed in Deed Book 617, at Page 515 in the Office of the Clerk of the County Court Clerk of Lewis County (Attachment A).

E. Such other relief as the Court may deem appropriate.

Dated this 26th day of February, 2014.

STEPHEN R. PETER, DELLA J. WOOFER
STEPHEN R. PETER AND DELLA J. WOOFER d/b/a DJ BROADCASTING
PLAINTIFFS BY COUNSEL,



Shannon R. Thomas, Esquire, Esquire
456 Center Avenue
Weston, West Virginia 26452
304-260-0370
Bar No.: 7243
Counsel for Plaintiffs

STATE OF WEST VIRGINIA,

COUNTY OF LEWIS, TO-WIT:

Before the undersigned authority this day personally appeared Stephen R. Peters, Plaintiff in the foregoing action, who being first duly sworn, says that the facts and allegations contained in the *Verified Complaint For Declaratory, Monetary And Injunctive Relief* are true, except so far as they are therein stated to be upon information, and that so far as they are therein stated to be upon information, she believes them to be true.

Stephen R. Peters
STEPHEN R. PETERS

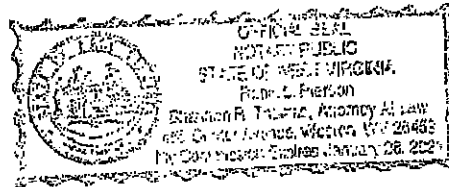
Taken, subscribed and sworn to before me in my said county this 26th day of February, 2014.

Robbie J. Plevi

Notary Public; LEWIS County,

West Virginia. My commission

expires: January 28, 2021



STATE OF WEST VIRGINIA,

COUNTY OF LEWIS, TO-WIT:

Before the undersigned authority this day personally appeared Della Jane Woofter, Plaintiff in the foregoing action, who being first duly sworn, says that the facts and allegations contained in the *Verified Complaint For Declaratory, Monetary And Injunctive Relief* are true, except so far as they are therein stated to be upon information, and that so far as they are therein stated to be upon information, she believes them to be true.


DELLA JANE WOOFTER

Taken, subscribed and sworn to before me in my said county this 14 day of ^{February}~~January~~ 2014.



Notary Public; Lewis County,

West Virginia. My commission

expires: 7-15-2015

ATTACHMENT A

617 515

THIS DEED, Made on the 10th day of May, 2007, between Lang Brothers, Inc., a corporation, party of the first part, and Stephen R. Peters and Della Jane Woofler, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Lang Brothers, Inc., a corporation, party of the first part, grants and conveys unto the said Stephen R. Peters and Della Jane Woofler, parties of the second part, as joint tenants with the right of survivorship as at common law and not as tenants in common, a tract or parcel of land lying and being situate approximately 0.4 miles west of the terminus of County Route 33/22, on the waters of Stonecoal Creek, in Hackers Creek District, Lewis County, West Virginia, and more particularly described as follows: Beginning at a 3/4-inch by 30-inch Iron Reinforcing Rod, with a yellow plastic cap stamped "PS 986", hereinafter referred to as a "Rebar", set, corner to Gricewich and Davisson, thence with Gricewich for the next three lines: N 48-37-20 E at 21.52 feet passing 1-inch Iron Pipe, found, in all 323.78 feet to a 1-inch Iron Pipe, found, thence; N 42-30-15 E. 342.87 feet to a 1-inch Iron Pipe, found, from which an 8-inch wild Black Cherry bears S 65-30-50 W at 3.89 feet, thence; N 50-45-25 E 463.08 feet to a Rebar, set, from which a utility pole (MPC1K-6660) bears N 18-53-45 W at 14.00 feet and a 1-inch Iron Pipe, found at a corner of Gricewich, bears N 50-45-25 E at 223.65 feet, thence leaving Gricewich and through the parent tract for the next six lines; S 25-05-25 E 77.23 feet to a Rebar, set, from which a utility pole (MPC1K-6659) bears N 48-54-00 W at 16.66 feet, thence; S 50-47-05 E at 105.46 feet passing a point in the center of a 40-foot access right-of-way in all 420.27 feet to a Rebar, set, from which an 8-inch Sugar Maple bears S 63-30-10 W at 8.12 feet and a 10-inch sugar Maple bears S 27-32-10 E at 8.91 feet, thence; S 45-32-20 E 209.64 feet to a Rebar, set from which an 18-inch Sugar Maple bears N 40-49-10 E at 40.07 feet and an 18-inch Sugar Maple bears S 56-45-50 E at 17.12 feet, thence; S 22-30-05 E 158.69 feet to a Rebar, set, from which a 16-inch Sugar Maple bears N 28-05-25 W at 16.51 feet and a 12-inch White Ash bears S 48-36-00 E at 12.93 feet, thence; S 07-42-15 W 167.80 feet to a Rebar, set, from which a 10-inch White Ash bears N 25-35-55 E at 10.92 feet and a 14-inch Sugar Maple bears S 72-50-40 E at 2.83 feet, thence; S 49-54-25 W at 187.01 feet passing a Rebar, set, from which a 6-inch White

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Ash bears N 27-25-15 W at 13.46 feet and a 10-inch Sugar Maple bears N 73-31-20 W at 11.88 feet, in all 331.84 feet to a Rebar, set in a line of Davisson, from which a Rebar, set, bears S 52-13-45 E at 53.96 feet, thence with Davisson for the next two lines; N 52-13-45 W 351.94 feet to a Rebar, set, thence; N 80-13-45 W 199.09 feet to the place of beginning, containing 7.11 acres, more or less, as shown on a plat of survey prepared by Richard E. Adams, Professional Surveyor #986, April 11, 2007, a copy of which plat is attached hereto and made a part of this description.

There is hereby excepted and reserved a 40-foot access right-of-way, for the purpose of ingress and egress to the tract or parcel herein described, being 20 feet either side of the centerline described as follows: Beginning at a point in the center of an existing roadway, the terminus of County Route 33/22, in a line of Stout, from which a 1-inch Iron Pipe, found in a line of Stout, bears S 47-50-25 W at 10.34 feet, thence through the parent tract with the center of an existing roadway; N 51-55-05 W 7.11 feet to a point, thence; N 58-00-00 W 51.59 feet to a point, thence; N 77-16-15 W 44.10 feet to a point, thence; S 77-23-50 W 56.27 feet to a point, thence; N 38-31-45 W 49.37 feet to a point, thence; N 29-10-10 W 73.19 feet to a point, thence; N 35-59-40 W 16.73 feet to a point, thence; N 45-35-50 W 36.75 feet to a point, thence; N 65-57-20 W 48.26 feet to a point, thence; N 71-23-55 W 54.25 feet to a point, thence N 54-46-50 W 42.43 feet to a point, thence; N 36-06-50 W 66.85 feet to a point, thence; N 30-42-45 W 115.88 feet to a point, thence; N 39-14-55 W 118.34 feet to a point, thence; N 41-44-40 W 99.94 feet to a point, thence; N 29-07-00 W 56.75 feet to a point, thence; N 33-15-25 W 66.65 feet to a point, thence; N 48-26-35 W 136.04 feet to a point, thence; S 09-03-05 W 96.44 feet to a point, thence; S 17-07-30 W 76.21 feet to a point, thence; S 30-51-25 W 92.83 feet to a point, thence; S 47-06-20 W 64.65 feet to a point, thence; S 65-12-20 W 66.02 feet to a point, thence; S 81-06-25 W 69.17 feet to a point, thence; S 84-13-20 W 72.69 feet to a point, thence N 75-24-40 W 138.09 feet to a point, thence; N 61-40-20 W 64.03 feet to a point, thence; N 67-36-25 W 106.66 feet to a point, thence; N 69-32-35 W 154.12 feet to a point, thence; 77-40-35 W 73.32 feet to a point, thence; N 89-30-20 W 56.46 feet to a point, thence; S 84-02-20 W 32.52 feet to a point, thence; S 79-13-55 W 58.18 feet to a point, thence; N 83-29-00 W 32.28 feet to a point, thence; N 22-10-25 W 25.49 feet to a point, thence; N 40-18-10 E 35.60 feet to a point, thence; N 69-59-50 E 79.84 feet to a

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point, thence; N 75-57-00 E 64.40 feet to a point, thence; N 78-14-35 E 79.19 feet to a point, thence; N 80-21-30 E 66.22 feet to a point, thence; N 35-22-30 W 15.05 feet to a point, thence; S 88-11-15 W 75.92 feet to a point, thence; N 82-18-05 W 62.22 feet to a point, thence; N 78-20-05 W 125.78 feet to a point, thence; N 88-05-15 W 77.62 feet to a point, thence; S 82-37-20 W 113.36 feet to a point, thence; S 72-37-15 W 95.21 feet to a point, thence; S 70-10-15 W 121.37 feet to a point in the S 50-47-05 W line from which a Rebar, set, bears N 50-47-05 E at 105.46 feet, as surveyed by Adams Land Surveying in March, 2007, as shown on a plat attached hereto and made a part of this description.

Title to said real estate was acquired by Lang Brothers, Inc., a corporation, by the following deeds: Deed from CSX Transportation, Inc., a Virginia corporation, dated November 11, 1992, of record in the Office of the Clerk of the County Commission of Lewis County, West Virginia, in Deed Book 507, Page 445; Deed from Lloyd L. Lang, et al., dated March 31, 1998, of record in the aforesaid Lewis County Clerk's Office in Deed Book 548, at Page 298, and by deed from G. A. L. Tool Company, a West Virginia corporation, dated October 5, 1999, of record in the aforesaid Lewis County Clerk's Office, in Deed Book 559, at Page 1.

This conveyance is made subject to any and all existing reservations, restrictions, exceptions, conditions, easements, rights of way or other servitudes, if any, made, retained or created in prior deeds of record in the chain of title to the property herein conveyed.

Subject to the reservations, exceptions, limitations and restrictions aforesaid, said parties of the first part hereby covenant to warrant generally title to the real estate hereby conveyed.

WITNESS the following signatures and seals:

LANG BROTHERS, INC.
a corporation

By *Robert D. Lang*
Its President

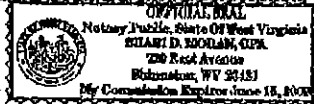
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State of West Virginia,

County of Lewis, to-wit:

The foregoing instrument was acknowledged before me this 25th day of June, A. D. 2007, by Robert S. Lang, President, of Lang Brothers, Inc., a corporation, on behalf of said corporation.



Stuart D. McLaughlin
Notary Public. My commission expires
on June 15, 2008

I hereby declare the total consideration paid for the property conveyed by the document to which this declaration is appended is \$ 21,350.

Given under my hand this 25th day of June, A.D. 2007.

LEWIS COUNTY, WV
FILED

2007 JUL 19 A 8:31

MARY LOU MYERS
COUNTY CLERK

LANG BROTHERS, INC.
a corporation

By Robert S. Lang
Its President

P.O. Box 910 Bridgeport WV 26330
Address

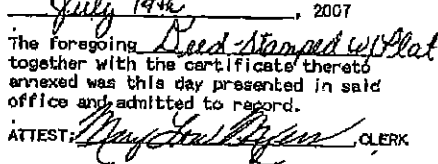
This instrument was prepared by John R. Haller, Attorney at Law, of the firm of Haller & Wagoner, L.C., Post Office Box 839, Weston, West Virginia 26452.

0700332 LEWIS COUNTY
07/19/07 94.60

07/19/07
WEST VIRGINIA



R. S. Lang pres.
Real Estate
Excise Tax



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

I, Mary Lou Myers, Clerk of the County Commission of Lewis County, in the State of West Virginia, and as such Clerk having the care and custody of the records of **Deeds** of said County, do hereby certify that the foregoing is a true and accurate copy of **the deed by and between Lang Brothers, Inc., party of the first part, and Stephen R. Peters and Della Jane Woofster, parties of the second part**, as the same appears of record in my office in **Deed Book 617, Page 515**.

In Testimony Whereof, I have hereunto
Set my hand and affixed the seal of said
Commission, at the City of Weston, in
Said County and State, this **20th**
Day of **February, 2014**.

Mary Lou Myers
Clerk of the County Commission of
Lewis County, West Virginia
By: swp

ATTACHMENT B

THIS DEED, made this 11th day of July, 2007, by and between LANG BROTHERS, INC., a West Virginia corporation, party of the first part, and G.A.L. LAND COMPANY, a West Virginia corporation, and MEEKS WIRELINE SERVICES, INC., a West Virginia corporation, as tenants in common in equal shares, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by the said parties of the second part to the said party of the first part, the receipt of which is hereby acknowledged, the said LANG BROTHERS, INC., a West Virginia corporation, party of the first part, does hereby grant and convey, with Covenants of General Warranty, unto the said G.A.L. LAND COMPANY, a West Virginia corporation, and MEEKS WIRELINE SERVICES, INC., a West Virginia corporation, as tenants in common in equal shares, parties of the second part, all those certain tracts or parcels of land, together with the improvements thereon and the appurtenances thereunto belonging, situate in Hackers Creek District, Lewis County, West Virginia (less the outsales hereinafter referenced), bounded and described as follows:

TRACT NO. 1. BEGINNING at an iron pin, a corner to land now owned by James Hall, and running thence, with one and a part of another of the lines of the said Hall, N. 54° 45' W. 883.25 feet, more or less, to an iron pin; N. 14° 45' E. 155.3 feet to a point in said Hall line, a corner to real estate conveyed by Oral C. Fulks and Mabel R. Fulks, his wife, to The Baltimore and Ohio Railroad Company; thence leaving the said Hall and running with the said Baltimore and Ohio Railroad right-of-way lines, S. 58° 52' E. 224.1 feet to a point; S. 72° 47' E. 325.5 feet; S. 87° 04' E. 137.2 feet; S. 70° 36' E. 543.0 feet; S. 54° 31' E. 985.6 feet; S. 51° 21' E. 207.3 feet; S. 48° 05' E. 176.9 feet; S. 54° 56' E. 693.2 feet to an iron pin in a line of real estate owned by Lawson; thence with a part of one line of the said Lawson, S. 41° 00' W. 321.9 feet to a Black Walnut; thence S. 32° 00' E. 657.8 feet to a point, corner to Kemper; thence S. 73° 00' W. 592.25 feet to a point in the original line

Norman J. Farley, Trust & James, P.O. Box 2348, Clarksburg, WV 26302

of Harrison; thence with lines of the said Harrison tract, S. 00° 45' W. 227.7 feet; S. 49° 35' E. 447.45 feet; S. 24° 30' W. 1060.85 feet; N. 74° 45' W. 801.9 feet; N. 36° 30' W. 207.9 feet; N. 52° 05' W. 429.0 feet; N. 4° 35' W. 300.3 feet; N. 21° 00' E. 318.45 feet; N. 47° 45' W. 952.05 feet; N. 59° 45' W. 411.0 feet; N. 88° 45' W. 198.0 feet to a point, corner to said Hall; thence with four lines of the said Hall, N. 30° 45' E. 336.6 feet; N. 34° 30' E. 344.9 feet; N. 43° 45' E. 560.0 feet; N. 10° 00' W. 308.6 feet to the beginning, containing 145.40 acres, more or less.

TRACT NO. 2. BEGINNING at a point in the center of Route No. 33-119, corner to lot conveyed by Oral C. Fulks and Mabel R. Fulks, his wife, to Fulks Brothers, Inc., and running thence with the said highway, S. 56° 28' E. 320.8 feet to a point at a culvert crossing under said highway; thence leaving the said highway and running by a line passing the eastern corner of the said culvert headwall, S. 10° 05' E. 380.0 feet to a point in said Stone Coal Creek, in a line of real estate conveyed by Oral C. Fulks and Mabel R. Fulks, his wife, to The Baltimore and Ohio Railroad Company; thence running down the said creek, with the said Railroad Company, N. 73° 30' W. 56.4 feet to a point; N. 87° 29' W. 236.1 feet; N. 65° 43' W. 172.3 feet; S. 85° 55' W. 92.5 feet to a point; thence leaving the said Railroad Company and the said Creek and running N. 24° 24' E. 504.00 feet to the beginning, containing 4.20 acres, more or less.

TRACT NO. 3. BEGINNING at an iron pin in the West property line of Keeley Construction Company, witnessed by the center line of a highway culvert 120 feet N. E. and also parallel to warehouse owned by Fulks Brothers; thence with said Keeley line S. 24° 24' W. 384 feet to a point in Stonecoal Creek; thence down said Creek and with another Keeley Construction Company tract line S. 85° 55' W. 14 feet; thence N. 68° 08' W. 366 feet to a point in said Creek and also being a Baltimore and Ohio Railroad Company right of way corner; thence down said Creek and with the Baltimore and Ohio Railroad Company right of way, N. 47° 57' W. 157.9 feet; thence N. 66° 18' W. 87.6 feet; thence leaving said Creek and Baltimore and Ohio Railroad Company right of way and with a line of the Hall Farm N. 14° 45' E. 61.6 feet to an iron pin; thence with Hall line N. 00° 45' W. 325 feet to a point in the center of Route No. 33 and No. 119; thence with said center of road S. 74° 15' E. 302 feet; thence S. 80° 55' E. 297 feet; thence S. 55° 42' E. 54.2 feet to the corner of a lot retained by Oral C. Fulks; thence leaving said road and with Fulks' lot S. 24° 24' W. 20 feet to a witness iron pin and thence 100 feet to another iron pin at the back corner of Oral Fulks' lot; thence across the back of Oral Fulks' lot and another lot belonging to the Fulks Brothers S. 65° 42' E. 125 feet to the point of beginning and containing 6.7 acres, more or less.

TRACT NO. 4. BEGINNING at a point on the center line of Route No. 33 and No. 119, said point being witnessed by an iron pin 27 feet - S. 10° 05' E. with witness line crossing the East end of a headwall on highway culvert; thence with said center line S. 56° 28' E. 210.5 feet; thence S. 68° 25' E. 89.1 feet; thence S. 87° 30' E. 34.7 feet; thence S. 88° 40' E. 176.6 feet; thence S. 63° 15' E. 80.9 feet; thence S. 41° 15' E. 109 feet to an iron pin on said center line, said point being witnessed by the East end of another highway culvert headwall and the point being 14.3 feet, S. 48° 04' W. of face of headwall; thence leaving said highway center line, S. 48° 04' W. 365.7 feet to an iron pin on the North bank of Stone Coal Creek; thence down said Creek, N. 69° 37' W. 192 feet to a point, said point being a corner for the Baltimore and Ohio Railroad Company right of way and a 5.6 acre tract owned by the Keeley Construction Company; thence with said Creek and

Baltimore and Ohio right of way, N. 49° 10' W. 118.6 feet; thence N. 73° 30' W. 3.5 feet to a point, said point being the corner of Baltimore and Ohio Railroad Company right of way and another tract owned by Keeley Construction Company (4.2 acres); thence leaving said Creek and Baltimore and Ohio Railroad Company right of way and with said Keeley line, N. 16° 05' W. 53 feet to an iron pin, thence 300 feet to an iron pin, thence 27 feet to the point of beginning, containing 3.7 acres, more or less.

TRACT NO. 5. BEGINNING at a point in the approximate center of Stone Coal Creek, in a line of real estate owned by The Baltimore and Ohio Railroad Company, and running up the center of the said Creek (a line running up the northern bank of the said Creek being described as follows: S. 68° 37' E. 632.5 feet; S. 50° 19' E. 93.0 feet; S. 34° 40' E. 750.0 feet) to a point in a line of lot owned by McNemar; thence with a part of one line of the said McNemar crossing said Creek, S. 36° 15' W. 64.0 feet to a point in a line of the said Railroad Company; thence running with the said Railroad Company, N. 48° 05' W. 177.0 feet; N. 51° 21' W. 214.0 feet; N. 54° 31' W. 605.5 feet; N. 35° 29' E. 40.0 feet; N. 57° 57' W. 100.5 feet; N. 38° 24' W. 104.1 feet; N. 32° 13' W. 108.4 feet; N. 42° 04' W. 106.1 feet to the beginning, containing 5.60 acres, more or less.

TRACT NO. 6. BEGINNING at a point in the approximate center of said Stone Coal Creek, N. 68° 43' W. 21.1 feet from the western corner of Parcel No. 1 (as set out in the hereinbefore referred to deed), a corner to property now owned or hereafter to be conveyed to The Baltimore & Ohio Railroad Company; thence down said creek with six (6) lines of that property now owned or hereafter to be conveyed to The Baltimore & Ohio Railroad Company, N. 88° 55' W. 106.5 feet to a point; S. 62° 26' W. 110.3 feet to a point; S. 64° 10' W. 50.9 feet to a point; S. 86° 55' W. 46.6 feet to a point; N. 58° 03' W. 48.2 feet to a point; N. 33° 56' W. 202.0 feet to a point; thence leaving said creek and running with a line, the center line of a proposed channel change of said Stone Coal Creek, S. 74° 16' E. 465.3 feet to the beginning, containing 0.667 acres, more or less.

And being the same tracts or parcels of land conveyed to Lang Brothers, Inc., the party of the first part herein, by First Weston Corporation, a West Virginia corporation, by deed dated April 20, 1973, of record in the aforesaid Clerk's Office in Deed Book No. 336, at page 532; and by deed dated March 17, 1973, of record in the aforesaid Clerk's Office in Deed Book No. 354, at page 266.

TRACT NO. 7. The following described two (2) lots or parcels of real estate, bounded and described as follows:

First: BEGINNING at a point in the center of Stone Coal Creek, said point being a corner to a 3.70 acre tract of land formerly owned by Sewell Pocahontas Coal Company and in a line of a tract of 5.60 acres of land formerly owned by Keeley Construction Company, and running thence with said 3.70 acre tract, N. 48° 04' E. 190 feet to a point in the southern right of way line of new U. S. 119 and 33, said point being 60 feet from the center line thereof; thence leaving said 3.70 acre tract and running with said southern right of way line and a curve to the right having a center line degree of curve of 136 for a distance of 630 feet to a point in said right of way line; thence at right angles to said center line and in a southwesterly direction a distance of 5 feet to a point 65 feet from said center line; thence with a line of said right of way, 65 feet from center line and with said 136 curve for a distance of 298 feet to another point of offset in said right of way; thence following another line of said right of way at right angles in a southwesterly direction a distance of

40 feet to a point in the center of Stone Coal Creek, said point being in a line of lands formerly owned by Keeley Construction Company, containing 5.60 acres; thence with three lines of said lands and the center of said Stone Coal Creek, N. 34° 40' W. 433 feet; N. 50° 19' W. 93 feet; and thence N. 69° 37' W. 440.5 feet to a point, the place of beginning, containing 1.26 acres, more or less, and being Lot No.1 which is shown on that certain map or plat made by Dean Engineering Company entitled "Plat Showing Remainder of Oral C. Fulks 6.20 Acres After Deducting the Right of Way of U.S. 119 & 33 Project #F198(10)", dated October 3, 1973, of record in the aforesaid Clerk's Office in Plat Book No. 4, at page 30.

Second: BEGINNING at a point approximately 64 feet from the center of Stone Coal Creek and on a line of a tract of 5.60 acres of land formerly owned by Keeley Construction Company, and running thence with a line thereof, N. 34° 40' W. for a distance of about 65 feet; thence with two lines of the right of way of the new U. S. Highway Route 33 & 119 in a northeasterly direction to a point and then in a southeasterly direction to a point; and thence in a southwesterly direction for a distance of about 35 feet to the place of beginning, and being Lot No.4 which is also shown on said map or plat made by said Dean Engineering Company.

And being the same lots, tracts or parcels conveyed to Lang Brothers, Inc., the party of the first part herein, by Lewco Vets Post No. 1976, Veterans of Foreign Wars of the United States, Incorporated, by deed dated May 25, 1977, of record in the aforesaid Clerk's Office in Deed Book No. 360, at page 140.

TRACT NO. 8. A strip of land varying in width situate in Hacker's Creek District, Lewis County, West Virginia, being a portion of what was commonly known as the former CSX Transportation Pickens Branch Line Railroad, lying on either side of the following described centerline:

BEGINNING at the point of Intersection of CSX former centerline of track at Valuation Station 97+51.1 with the west line of lands acquired from Oral C. Fulks, et ux. by deed dated July 14, 1954, of record in Deed Book No. 233, at page 419, such beginning point being indicated on a fragment print of CSX Valuation Map 56.2, Sheet 1, marked Exhibit A-1; thence extending generally in an easterly direction along the former centerline of track a distance of 1.32 miles, more or less, to the ending point at the Intersection of the east line of Route 119/16 with CSX former centerline of track at or near Valuation Station 167+45, such ending point being indicated on a fragment print of CSX Valuation Map 56.2, Sheet 2, marked Exhibit A-2, containing 13.34 acres, more or less, which said Exhibit A-1 and Exhibit A-2 are of record in the aforesaid Clerk's Office in Deed Book No. 507, at pages 462 and 463.

And being the same strip, tract or parcel of land conveyed to Lang Brothers, Inc., the party of the first part herein, by CSX Transportation, Inc., a Virginia corporation, by Quitclaim Deed dated November 11, 1992, of record in the aforesaid Clerk's Office in Deed Book No. 507, at page 445.

By deed dated April 20, 1973, of record in the aforesaid Clerk's Office in Deed Book No. 336, at page 532, First Western Corporation conveyed a tract or parcel containing 12.023 acres to Lloyd L. Lang and James R. Lang; by a series of mesne conveyances, the last of which was a corrective deed, dated March 31, 1998, of record in the aforesaid Clerk's Office in Deed Book No. 648, at page 296, Lloyd L. Lang, et al. conveyed said tract or parcel containing 12.023 acres, to Lang Brothers, Inc.

March 31, 1988, of record in the aforesaid Clerk's Office in Deed Book No. 548, at page 298, Lloyd L. Lang, et al. conveyed said tract or parcel containing 12.023 acres, to Lang Brothers, Inc.

By deed dated May 22, 1998, of record in the aforesaid Clerk's Office in Deed Book No. 549, at page 760, Lang Brothers, Inc., conveyed an undivided one-half (1/2) interest in and to a tract or parcel containing 156.24 acres, to G.A.L. Tool Company, a West Virginia corporation, which said tract is shown on a plat attached thereto at page 767, and is most or all of the above tracts or parcels, less certain outeetees; by deed dated October 5, 1999, of record in the aforesaid Clerk's Office in Deed Book No. 559, at page 1, G. A. L. Tool Company reconveyed the one-half interest in and to said tract containing 156.24 acres, to Lang Brothers, Inc.

There is excepted and reserved from this conveyance and not hereby conveyed, the following lots, tracts or parcels:

a. A lot, tract or parcel containing 1.05 acres conveyed by Lang Brothers, Inc., to Lewoo Vets Post No. 1976, Veterans of Foreign Wars of the United States, Incorporated, by deed dated May 25, 1977, of record in the aforesaid Clerk's Office in Deed Book No. 360, at page 144, as shown on a plat attached thereto at page 147.

b. A lot or parcel containing 19,200 square feet or 0.441 acres conveyed by Lang Brothers, Inc., to Fayette Funding, Limited Partnership, by deed dated March 16, 1996, of record in the aforesaid Clerk's Office in Deed Book No. 525, at page 524, as shown on the plat attached thereto at page 526.

c. A tract or parcel containing 11.61 acres conveyed by Lang Brothers, Inc., to G. A. L. Tool Company, by deed dated May 22, 1998, of record in the aforesaid Clerk's Office in Deed Book No. 549, at page 768, as shown on the plat of record in File Folder A-456.

d. A tract or parcel of land 50' x 30' to the City of Weston, a municipal corporation, acting by and through the Weston Sanitary Board, dated November 3, 2000, of record in the aforesaid Clerk's Office in Deed Book No. 666, at page 598.

e. A tract or parcel of land lying and being situate approximately 0.4 miles west of the terminus of County Route 33/22, on the waters of Stonecoal Creek, in Hackers Creek District, Lewis County, West Virginia, conveyed by Lang Brothers, Inc., a corporation, to Stephen R. Peters and Della Jane Wooster, by deed dated May 10, 2007, to be recorded in the aforesaid Clerk's Office contemporaneously herewith, which said tract or parcel is more particularly described as follows:

Beginning at a 3/4-inch by 30-inch Iron Reinforcing Rod, with a yellow plastic cap stamped "PS 986", hereinafter referred to as a "Rebar", set, corner to Gricewich and Davisson, thence with Gricewich for the next three lines: N 48-37-20 E at 21.62 feet passing 1-inch Iron Pipe, found, in all 323.78 feet to a 1-inch Iron Pipe, found; thence N 42-30-15 E, 342.87 feet to a 1-inch Iron Pipe, found, from which an 8-inch wild Black Cherry bears S 65-30-50 W at 3.89 feet, thence N 60-46-25 E 463.08 feet to a Rebar, set, from which a utility pole (MPCIK-6660) bears N 18-53-45 W at 14.00 feet and a 1 inch Iron Pipe, found at a corner of Gricewich, bears N 60-46-25 E at 223.65 feet, thence leaving Gricewich and through the parent tract for the next six lines: S 25-05-25 E, 77.23 feet to a Rebar, set, from which a utility pole (MPC1K-6659) bears N 48-54-00 W at 16.66 feet; thence S 50-47-05 E at 105.46 feet passing a point in the center of a 40-foot access right-of-way in all 420.27 feet to a Rebar, set, from which an 8-inch Sugar Maple bears S 63-30-10 W at 8.12 feet and a 10-inch Sugar Maple bears S 27-32-10 E at 8.91 feet; thence S 45-32-20 E 209.64 feet to a Rebar, set, from which an 18-inch Sugar Maple bears N 40-48-10 E at 40.07 feet and an 18-inch Sugar Maple bears S 66-45-50 E at 17.12 feet; thence S 22-30-05 E 156.69 feet to a Rebar, set, from which a 16-inch Sugar Maple bears N 28-05-25 W at 16.51 feet and a 12-inch

white Ash bears S 48-36-00 E at 12.93 feet; thence S 07-42-15 W 167.80 feet to a Rebar, set, from which a 10-inch White Ash bears N 25-35-55 E at 10.92 feet and a 14-inch Sugar Maple bears S 72-50-40 E at 2.83 feet; thence S 49-54-25 W at 187.01 feet passing a Rebar, set, from which a 6-inch White Ash bears N 27-25-15 W at 13.46 feet and a 10-inch Sugar Maple bears N 73-31-20 W at 11.88 feet, in all 331.84 feet to a Rebar, set in a line of Davison, from which a Rebar, set, bears S 52-13-45 E at 53.96 feet, thence with Davison for the next two lines; N 82-19-45 W 351.84 feet to a Rebar, set; thence N 80-13-45 W 199.09 feet to the place of beginning, containing 7.11 acres, more or less, as shown on a plat of survey prepared by Richard E. Adams, Professional Surveyor #986, April 11, 2007, a copy of which plat is attached hereto and made a part of this description.

There is hereby excepted and reserved a 40-foot access right-of-way, for the purpose of ingress and egress to the tract or parcel herein described, being 20 feet either side of the centerline described as follows: Beginning at a point in the center of an existing roadway, the terminus of County Route 33/22, in a line of Stout, from which a 1-inch Iron Pipe, found in a line of Stout, bears S 47-50-25 W at 10.34 feet; thence through the parent tract with the center of an existing roadway; N 51-55-05 W 7.11 feet to a point; thence N 58-00-00 W 51.53 feet to a point; thence N 77-18-15 W 44.10 feet to a point; thence S 77-23-50 W 58.27 feet to a point; thence N 38-31-45 W 49.37 feet to a point; thence N 29-10-10 W 73.19 feet to a point; thence N 35-59-40 W 16.73 feet to a point; thence N 45-35-50 W 36.75 feet to a point; thence N 65-57-20 W 48.26 feet to a point; thence N 71-23-55 W 54.25 feet to a point; thence N 64-46-50 W 42.43 feet to a point; thence N 36-06-50 W 68.85 feet to a point; thence N 30-42-45 W 115.88 feet to a point; thence N 39-14-55 W 118.34 feet to a point; thence N 41-44-40 W 99.94 feet to a point; thence N 29-07-00 W 66.75 feet to a point; thence N 33-15-25 W 66.65 feet to a point; thence N 48-26-35 W 138.04 feet to a point; thence S 09-03-05 W 96.44 feet to a point; thence S 17-07-30 W 76.21 feet to a point; thence S 30-51-25 W 92.83 feet to a point; thence S 47-08-20 W 64.65 feet to a point; thence S 65-12-20 W 66.02 feet to a point; thence S 81-06-25 W 69.17 feet to a point; thence S 84-13-20 W 72.69 feet to a point; thence N 75-24-40 W 138.09 feet to a point; thence N 61-40-20 W 64.03 feet to a point; thence N 57-36-25 W 106.66 feet to a point; thence N 69-32-35 W 154.12 feet to a point; thence 77-40-35 W 73.32 feet to a point; thence N 69-30-20 W 56.46 feet to a point; thence S 84-02-20 W 32.52 feet to a point; thence; S 78-13-55 W 58.18 feet to a point; thence; N 83-29-00 W 32.28 feet to a point; thence N 22-10-25 W 25.49 feet to a point; thence N 40-18-10 E 35.60 feet to a point; thence N 69-59-50 E 79.84 feet to a point; thence N 75-57-00 E 64.40 feet to a point; thence N 76-14-35 E 79.19 feet to a point; thence N 80-21-30 E 66.22 feet to a point; thence N 35-22-30 W 16.05 feet to a point; thence S 68-11-15 W 75.92 feet to a point; thence N 82-18-05 W 62.22 feet to a point; thence N 78-20-05 W 125.78 feet to a point; thence N 88-05-15 W 77.62 feet to a point; thence S 82-37-20 W 113.36 feet to a point; thence S 72-37-15 W 95.21 feet to a point; thence S 70-10-15 W 121.37 feet to a point in the S 50-47-05 W line from which a Rebar, set, bears N 50-47-05 E at 105.46 feet, as surveyed by Adams Land Surveying in March, 2007, as shown on a plat attached hereto and made a part of this description.

To which said deeds and plats aforesaid reference is here made for all pertinent purposes.

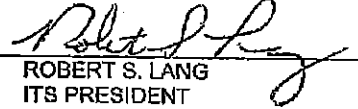
This conveyance is made subject to all existing reservations, restrictions, exceptions, conditions, easements, rights of way or other servitudes, if any, made, retained or created in prior deeds of record in the chain of title to the property herein

conveyed.

The undersigned party of the first part does hereby declare, under penalties of fine and imprisonment as provided by law, that the total consideration received for the property transferred by this document to be \$250,000.00.

WITNESS the following signature and seal.

LANG BROTHERS, INC.
A WEST VIRGINIA CORPORATION

BY: 
ROBERT S. LANG
ITS PRESIDENT

0700331 LEWIS COUNTY
07/17/07 1100.00


STATE OF
WEST
VIRGINIA




Real Estate
Excise Tax

LEWIS COUNTY, WV
FILED
2007 JUL 17 P 2:28
MARY LOU MYERS
COUNTY CLERK

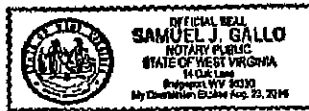
STATE OF WEST VIRGINIA
COUNTY OF HARRISON, TO-WIT:

The foregoing Instrument was acknowledged before me this 17th day
of July, 2007, by ROBERT S. LANG, President of Lang Brothers, Inc., a West Virginia
corporation, on behalf of the corporation.

My commission expires 8/23/2014

(Notarial Seal)

Samuel J. Gallo
Notary Public



This instrument prepared without benefit of title examination by:

Gregory A. Morgan, Esquire
YOUNG, MORGAN & CANN, PLLC
Attorneys at Law
363 Lee Avenue
Clarksburg, West Virginia 26301

G:\DOCLANGBROS\ANDY\LANG.DED.DOC

STATE OF WEST VIRGINIA, CLERK'S OFFICE,
COUNTY COMMISSION, LEWIS COUNTY.
July 17th, 2007

The foregoing Deed - Standard
together with the certificate thereto
annexed was this day presented in said
office and admitted to record.

ATTEST: Gregory A. Morgan, CLERK

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

I, Mary Lou Myers, Clerk of the County Commission of Lewis County, in the State of West Virginia, and as such Clerk having the care and custody of the records of **Deeds** of said County, do hereby certify that the foregoing is a true and accurate copy of **the deed by and between Lang Brothers, Inc., party of the first part, and G.A.L. Land Company and Meeks Wireline Services, Inc., parties of the second part**, as the same appears of record in my office in **Deed Book 617, Page 493**.

In Testimony Whereof, I have hereunto
Set my hand and affixed the seal of said
Commission, at the City of Weston, in
Said County and State, this **20th**
Day of **February, 2014**.

Mary Lou Myers
Clerk of the County Commission of
Lewis County, West Virginia
By: swp

ATTACHMENT C

Cross Reference
PLATON 623-169

THIS DEED, made this 25th day of February, 2000, by and between G.A.L. LAND COMPANY, a West Virginia corporation, and MEEKS WIRELINE SERVICES, INC., a West Virginia corporation, Grantors and parties of the first part, and J & J LAND PROPERTIES, LLC, a West Virginia limited liability company, Grantee and party of the second part

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said J & J Land Properties, LLC, a West Virginia limited liability company, with covenants of general warranty, but subject to the reservations, exceptions, and provisions hereinafter mentioned, described, or referred to, all that certain tract or parcel of land, together with the improvements thereon and the appurtenances, rights of way, and easements thereunto belonging, situate on the waters of Stonewall Creek, in Hackers Creek District, Lewis County, West Virginia, and being more particularly bounded and described as follows:

BEGINNING at a 2 inch iron pipe found, a common corner with G.A.L. Land Company & Meeks Wireline Services, Inc., S James & R Sweeney, JM & EH Holt and BL Gerath, from which point a 24" oak (marked) an original corner, bears N 68-21-17 W, 806.78 feet; thence with twenty four (24) lines through the lands of said G.A.L. Land Company & Meeks Wireline Services, Inc.: N 16-26-47 W, 2333.22 feet to a 5/8 inch rebar set on the edge of a meadow, from which point a 3/8 inch rebar found (original corner) bears S 81-15-29 W, 993.52 feet; and a 1 inch iron pipe found bears S 21-53-50 W, 949.96 feet; thence with nine (9) lines with said meadow edge, N 49-39-45 W, 142.82 feet to a point; thence N 07-44-23 W, 179.76 feet to a point; thence N 13-40-37 E, 118.13 feet to a point; thence N 08-44-19 E, 125.67 feet to a point; thence N 20-55-54 W, 30.83 feet to a point; thence N 42-26-56 W, 24.39 feet to a point; thence N 58-55-34 W, 99.29 feet to a point; thence N 75-20-34 W, 154.09 feet to a point; thence N 21-08-01 W, 29.71 feet to a point in the center of an existing access road; thence with eleven (11) lines with said existing access road N 84-03-26 E, 158.58 feet to a point; thence S 81-32-37 E, 80.53 feet to a point; thence S 70-32-37 E, 272.19 feet to a point; thence S 61-52-48 E, 93.77 feet to a point; thence S 50-33-08 E, 89.40 feet to a point; thence N 82-59-23 E, 132.18 feet to a point; thence N 75-54-48 E, 35.49 feet to a point; thence N 53-51-50 E, 107.31 feet to a point; thence N 34-07-15 E, 69.96 feet to a point; thence N 21-15-15 E, 84.75 feet to a point; thence N 10-06-44 E, 231.90 feet to a point in the center of an old railroad grade used as an access road; thence with three (3) lines with said railroad grade/access road S 48-04-52 E, 188.99 feet to a point; thence S 44-49-18 E, 119.24 feet to a point; thence S 41-18-02 E, 132.18 feet to a corner fence

post, a common corner with the City of Weston; thence with a line with said City of Weston, S 44-15-30 E, passing a corner fence post at 22.00 feet, on the western right of way of U.S. Route 33, thence continuing with said U.S. Route 33 right of way, in all a total distance of 210.68 feet; thence with four (4) lines with said U.S. Route 33 western right of way: N 43-33-12 E, crossing Stonecoal Creek, 48.42 feet to a point; thence S 38-06-24 E, 168.20 feet to a point; thence S 53-39-30 E, 333.18 feet to a 5/8 inch rebar set; thence S 45-21-56 W, passing a 2 inch iron pipe found at 128.64 feet, a corner to DF & BA Stout, thence continuing with said Stout, in all a total distance of 428.32 feet, to a 16" walnut stump (marked); thence with a line with said Stout, S 26-55-55 E, passing a corner to JA & AS Lester, passing a corner to K James, in all a total distance of 855.69 feet to a 6" corner fence post, in the line of Urchak Land & Development, from which point a 10" cherry bears S 80-36-21 E, 3.70 feet and a 5/8 inch rebar found bears N 83-31-30 E, 117.91 feet; Thence with four (4) lines with said Urchak Land & Development: S 78-09-12 W, 606.50 feet to a 5/8 inch rebar set; thence S 07-09-46 W, 227.70 feet to a 5/8 inch rebar set; thence S 43-10-14 E, 447.45 feet to a 5/8 inch rebar set; thence S 30-54-46 W, passing a corner to said Gerath, thence continuing with said Gerath, in all a total distance of 1060.95 feet to the point of beginning, containing 81.13 acres, more or less, as more particularly shown, set forth, and delineated upon that certain plat of survey entitled in part "PLAT OF PARTITION SURVEY for J & J Land Properties, LLC", dated December 2007, prepared by Walter G. Gilbertson, P.E. No. 5112, P.S. No. 1103, a copy of which plat is attached hereto and expressly made a part hereof,

and being a part of the same tract or parcel of land which was conveyed by Lang Brothers, Inc., a West Virginia corporation, to G.A.L. Land Company, a West Virginia corporation, and Meeks Wireline Services, Inc., a West Virginia corporation, as tenants in common, by deed dated July 11, 2007, of record in the office of the Clerk of the County Commission of Lewis County, West Virginia, in Deed Book No. 617, at page 493, and reference is hereby made to said deed and said plat for all pertinent purposes.

The said parties of the first part do hereby expressly reserve and except unto themselves, their successors and assigns, a free, perpetual, and unobstructed right of way or easement for a private road or drive for the purpose of ingress, egress, and regress to and from the residue of the tract or parcel of land from which the tract or parcel of land herein conveyed was taken to and from West Virginia Secondary Route No. 33/22, by any and all means and methods whatsoever, by vehicular and pedestrian traffic, and for the construction, installation, operation, repair, maintenance, and replacement of any and all reasonable, necessary, required, or convenient utilities and utility lines. It is expressly understood and agreed that said right of way or easement for a private road or drive and for said utilities in, upon, and over the tract or parcel of land herein conveyed shall be located over and across the existing abandoned railroad grade, and shall be sixty (60) feet in width, being thirty (30) feet on each side of the

centerline thereof, which centerline of said right of way or easement is more particularly bounded and described as follows:

Beginning at a point in the center of the existing abandoned railroad grade, in the line of the above described 61.13 acre tract or parcel of land at the terminus of West Virginia Secondary Route No. 33/22, from which point a 5/8 inch rebar set bears N 46-21-56 E, 87.96 feet and a 2 inch iron pipe found bears S 46-21-56 W, 40.66 feet; thence with seven (7) lines through the lands of the above described 61.13 acre tract or parcel of land: N 46-35-25 W, 133.65 feet to a point; thence N 50-11-57 W, 130.19 feet to a point; thence N 45-23-40 W, 195.22 feet to a point; thence N 41-08-55 W, 190.20 feet to a point; thence N 38-16-10 W, 188.92 feet to a point; thence N 44-46-18 W, 119.24 feet to a point; thence N 48-04-52 W, 188.99 feet to a point, the northeastern corner of said tract or parcel of land containing 61.13 acres, more or less, as more particularly shown, set forth, and delineated on said plat attached hereto and made a part hereof.

It is expressly understood and agreed by and between the parties hereto that said right of way or easement shall be used for a private road or drive, in common with and for the benefit of the parties of the first part, their successors and assigns, the party of the second part, its successors and assigns, and all other parties legally entitled to the use thereof. It is further agreed by and between the parties hereto that said right of way or easement shall not be obstructed at any time by the parties hereto or by any other parties legally entitled to the use thereof, so that the same may be clear for passage of vehicular and pedestrian traffic for all parties legally entitled to the use of said private road or drive and said right of way or easement, and for the construction, installation, operation, repair, maintenance, and replacement of said utilities and utility lines. The parties of the first part and the party of the second part, for themselves, their successors and assigns, covenant and agree that they will be jointly responsible for any reasonable, necessary, or advisable maintenance, repair, and upkeep of said private road or drive and the cost thereof, as determined in the discretion of the parties of the first part. The parties hereto covenant and agree that the use of said right of way or easement and said private road or drive by the parties of the first part, their successors and assigns, the party of the second part, its successors and assigns, and all other parties legally entitled to the use thereof shall be done in a reasonable and prudent manner so as to cause no unreasonable damage or obstruction thereto.

This conveyance is made subject to all existing reservations, restrictions, exceptions, conditions, easements, rights of way or other servitudes, if any, made, retained or created in prior deeds of record in the chain of title to the property herein conveyed.

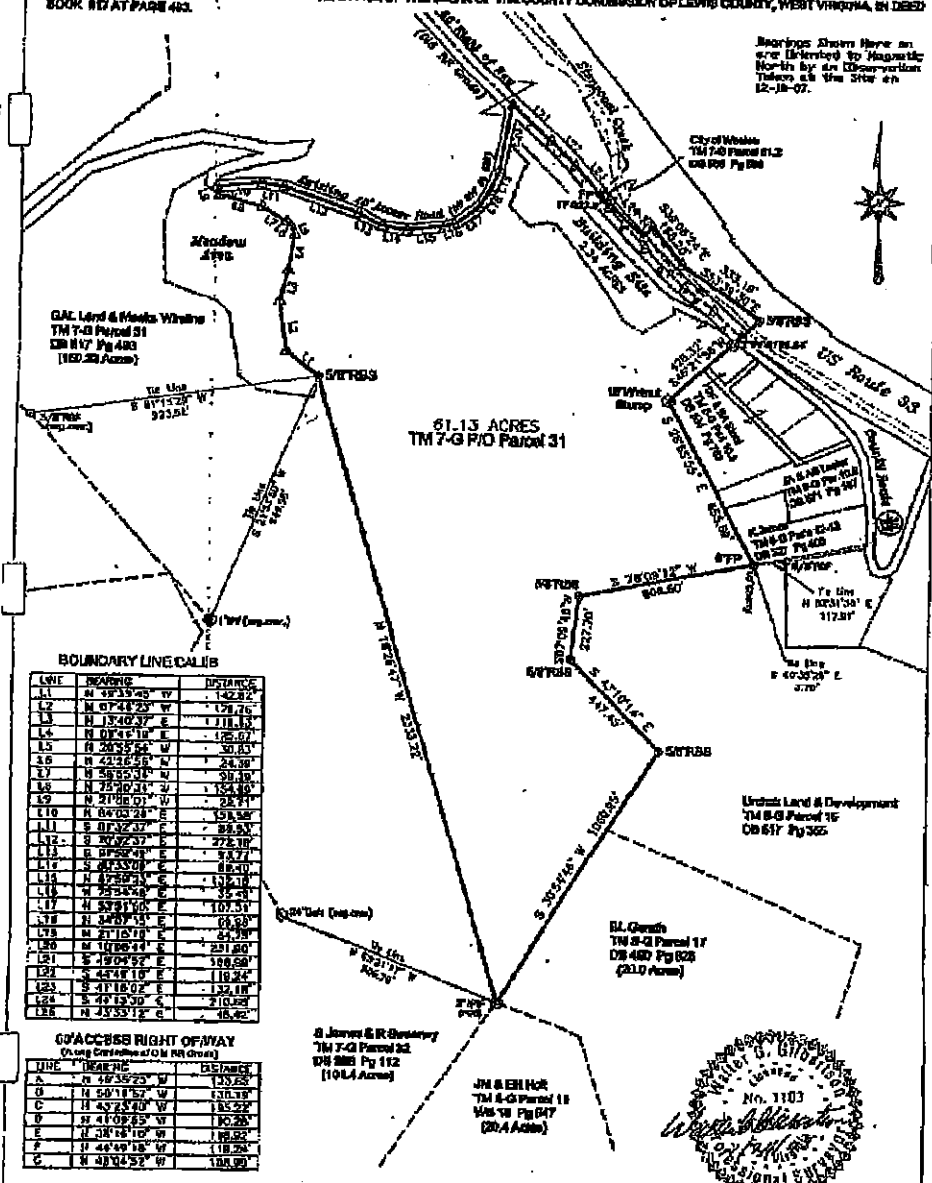
PLAT OF PARTITION SURVEY

for
J & J Land Properties, LLC

61.13 Acres Situate on the Waters of Stonewall Creek, Hackers Creek District,
Lewis County, West Virginia.

BEING A PART OF THAT CERTAIN PARCEL OF REAL ESTATE CONVEYED TO G&L LAND COMPANY, A WEST VIRGINIA CORPORATION, AND
WEEKSWIRELINE SERVICES, INC., A WEST VIRGINIA CORPORATION, BY LIND BROTHERS, INC., A WEST VIRGINIA CORPORATION, BY DEED DATED
THE 11th DAY OF JULY, 2007 OF RECORD IN THE OFFICE OF THE CLERK OF THE COUNTY COMMISSION OF LEWIS COUNTY, WEST VIRGINIA, IN DEED
BOOK 817 AT PAGE 483.

Bearings Shown Here on
are referred to Magnetic
North by an Observation
Taken on the Site on
12-18-07.



The undersigned Grantors hereby declare that the total consideration paid for the real estate conveyed by this deed is \$125,000.00.

WITNESS the following signatures:

G.A.L. Land Company,
a West Virginia corporation

By:

Its President

Meeks Wireline Services, Inc.,
a West Virginia corporation

By:

Its President

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

The foregoing instrument was acknowledged before me this 6th day of March, 2008, by G. Andrew Lang, President of G.A.L. Land Company, a West Virginia corporation, on behalf of said corporation.



Lesley L. Hingman
Notary Public

My commission expires:

August 24, 2015

0300091 LEWIS COUNTY
33/28/08 550.00

03/28/08
WEST VIRGINIA



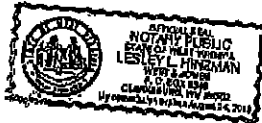
Real Estate
Excise Tax

023 171

STATE OF WEST VIRGINIA,

COUNTY OF Harrison, to-wit:

The foregoing instrument was acknowledged before me this 6th day of march, 2008, by James Meeks, President of Meeks Wireline Services, Inc., a West Virginia corporation, on behalf of said corporation.



Lesley L. Hinzman
Notary Public

My commission expires:

August 24, 2015

This instrument was prepared by:

Norman T. Farley
WEST & JONES
Clarksburg, WV 26301

LEWIS COUNTY, WV
FILED
APR 28 P 3 35
MARY LOU MYERS
COUNTY CLERK

STATE OF WEST VIRGINIA, CLERK'S OFFICE,
COUNTY COMMISSION, LEWIS COUNTY,
March 28, 2008

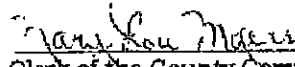
The foregoing Deed Stamped w/ Plat
together with the certificate thereto
annexed was this day presented in said
office and admitted to record.

ATTEST: Mary Lou Myers, CLERK

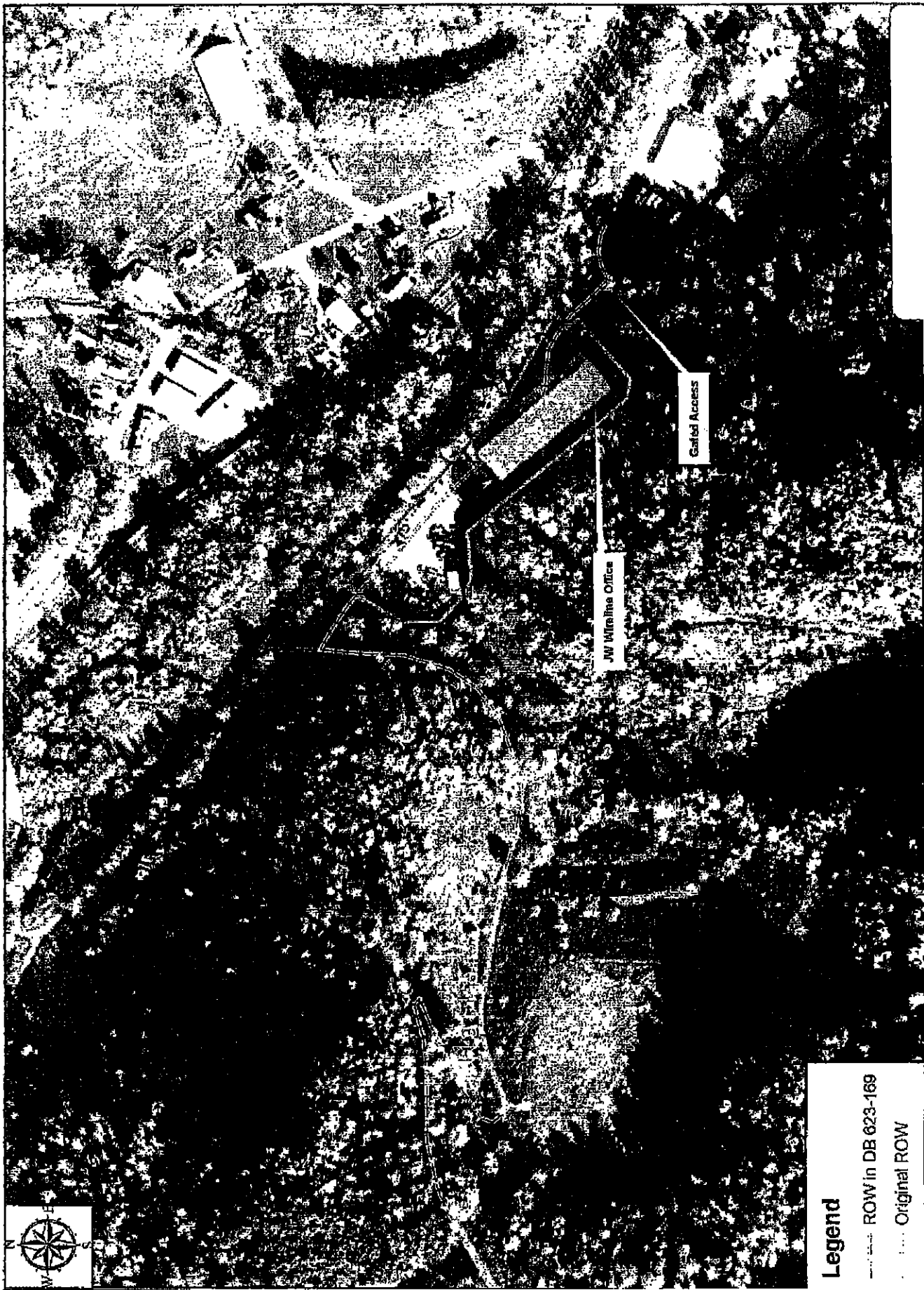
STATE OF WEST VIRGINIA,
COUNTY OF LEWIS, TO-WIT:

I, Mary Lou Myers, Clerk of the County Commission of Lewis County, in the State of West Virginia, and as such Clerk having the care and custody of the records of **Deeds** of said County, do hereby certify that the foregoing is a true and accurate copy of **the deed by and between G.A.L. Land Company and Meeks Wireline Services, Inc., parties of the first part, and J & J Land Properties, LLC, party of the second part**, as the same appears of record in my office in **Deed Book 623, Page 166**.

In Testimony Whereof, I have hereunto
Set my hand and affixed the seal of said
Commission, at the City of Weston, in
Said County and State, this **20th**
Day of **February, 2014**.



Clerk of the County Commission of
Lewis County, West Virginia
By: swp



Right of Way for Stephen Peters and Della Woofler

ATTACHMENT D

1 inch = 250 feet