



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



First American

Schedule A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No.: 1101-2428807

1. Effective Date: April 25, 2017 at 7:30 a.m.

2. Policy or Policies to be issued: Amount

a. ALTA Owner's Policy of Title Insurance (6-17-06) \$0.00

Proposed Insured: TBD

b. ALTA Loan Policy of Title Insurance (6-17-06) \$0.00

Proposed Insured: Lender To Be Determined, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy.

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the estate or interest in the Land is at the Effective Date vested in:

Jeffco Resources, Inc., an Ohio corporation

Special Corporate Warranty Deed filed for record on December 20, 1983 in [Volume 598, Page 449](#) AND Warranty Deed filed for record on March 13, 2002 in [Volume 474, Page 683](#) AND Warranty Deed filed for record on December 6, 1994 in [Volume 152, Page 710](#)

5. The land referred to in the Commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.



First American

Schedule BI

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No.: 1101-2428807

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
 - a. Warranty Deed from Jeffco Resources, Inc., an Ohio corporation to To Be Determined, an Ohio corporation.
 - b. Mortgage to be insured from To Be Determined, an Ohio corporation to Lender To Be Determined.
 - c. Satisfactory Release or Subordination of all liens shown in Schedule B, Section II.
 - d. Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record.
3. Owners Affidavit from Jeffco Resources, Inc., an Ohio corporation in a form approved by First American Title Insurance Company.
4. Certificate of Good Standing from Jeffco Resources, Inc.
5. Resolution and Authorization to execute documents on behalf of Jeffco Resources, Inc.
6. Articles of Incorporation and any amendments made thereto from Jeffco Resources, Inc.
7. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
9. New perimeter survey/legal description approval.
10. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.



First American

Schedule BII

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No.: 1101-2428807

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

NOTE: No search for the above interest has been performed.

9. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from

any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

This Commitment for Title Insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and First American Title Company or First American Title Insurance Company shall have no obligation outside the terms of this Commitment. Specifically, any title search or examination conducted by First American Title Company as a basis for issuing this Commitment shall be for the benefit of First American Title Company and First American Title Insurance Company Only, and does not insure to the benefit of any other party, including any seller, purchaser or lender.

In the event any proposed insured under this Commitment fails to acquire, or elects not to acquire, a final policy prior to the expiration date of the Commitment, said proposed insured shall have no cause of action or recourse against First American Title Company or First American Title Insurance Company and in no event shall any proposed insured have any claim or cause of action against First American Title Company or First American Title Insurance Company based on the title search or examination. By accepting the within Commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to and agrees with the foregoing.

10. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
11. Agreement between A. Dagan and Anna Dagan, his wife and Wayne Coal Company, a Delaware corporation, disclosed by instrument recorded July 21, 1921 in [Volume 126, Page 3](#).
12. Easement from The Jefferson Coal Co. granted to The Ohio Power Company disclosed by instrument recorded in [Volume 226, Page 331](#) June 5, 1947.
13. Easement from Consolidation Coal Company granted to Ohio Power Company disclosed by instrument recorded in [Volume 476, Page 606](#) April 8, 1969.
14. Easement Jeffco Resources, Inc. granted to Helen M. Sipos, Eugene A. Sipos and Dolores J. Titus disclosed by instrument recorded in [Volume 476, Page 874](#) March 26, 2002.
15. Subject to the items shown in the Special Corporate Warranty Deed from Consolidation Coal Company, Grantor, to Jeffco Resources, Inc., Grantee, filed for record on December 20, 1983 in [Volume 598, Page 449](#) of Jefferson County Records.
16. Right of way easement from Jefferson Coal Company in favor of The Ohio Power Company filed for record January 13, 1950 in [Volume 260, Page 101](#) of Jefferson County Records. Subject to the terms and conditions thereof.
17. Right of way easement from Consolidation Coal Company in favor of Ohio Power Company filed for record May 10, 1977 in [Volume 550, Page 546](#) of Jefferson County Records. Subject to the terms and conditions thereof.
18. Right of way easement from Dean W. Polen, Trustee in favor of The Canton Oil & Gas Company, a division of Belden & Blake Corporation filed for record April 9, 2002 in [Volume 480, Page 450](#) of Jefferson County Records. Subject to the terms and conditions thereof.
19. Easement from Pittsburgh Consolidation Coal Company granted to The Ohio Power Company disclosed by instrument recorded in [Volume 329, Page 60](#) January 23, 1956.

20. Easement from J. Dean Polen and Thelma M. Polen granted to Ohio Power Company disclosed by instrument recorded in [Volume 519, Page 599](#) November 12, 1973.
21. Easement from Jeffco Resources, Inc. granted to Texas Eastern Transmission, LP disclosed by instrument recorded in [Volume 1130, Page 695](#) January 5, 2015.
22. Subject to the items shown in the Deed from The Citizens Savings Bank of Martins Ferry, Ohio, Grantor, to Frank Polsinelli and Angelina Polsinelli, Grantee, filed for record on October 13, 1943 in [Volume 193, Page 77](#) of Jefferson County Records.
23. Easement from The Florence Coal Company granted to The Ohio Power Company disclosed by instrument recorded in [Volume 234, Page 525](#) December 18, 1947.
24. Oil and Gas Lease between Jeffco Resources, Inc., as lessor, and Dale Property Services Penn, LP, as lessee, recorded July 9, 2010 in [Volume 917, Page 835](#), and any subsequent instruments pertinent thereto.
25. Easement from J. Dean Polen and Thelma M. Polen granted to Ohio Power Company disclosed by instrument recorded in [Volume 519, Page 597](#) November 12, 1973.
26. Subject to the items shown on the Warranty Deed from Dean W. Polen, Trustee, Grantor, to Jeffco Resources, Inc., Grantee, filed for record on March 13, 2002 in [Volume 474, Page 683](#) of Jefferson County Records.
27. Easement from Pittsburgh Consolidation Coal Company granted to State of Ohio disclosed by instrument recorded in [Volume 353, Page 177](#) November 27, 1957.
28. Easement from Pittsburgh Consolidation Coal Company granted to State of Ohio disclosed by instrument recorded in [Volume 353, Page 181](#) November 27, 1957.
29. Easement from The Jefferson Coal Company granted to The Witch Hazel Coal Company disclosed by instrument recorded in [Volume 239, Page 402](#) May 11, 1948.
30. Subject to the items shown in the Deed from Consolidation Coal Company, Grantor, to J. Dean Polen, Grantee, filed for record on August 6, 1968 in [Volume 469, Page 303](#) of Jefferson County Records.
31. Subject to the items shown in the Warranty Deed from Letha Spiker and C. D. Spiker, Grantors, to The Jefferson Coal Company, Grantee, filed for record on August 1, 1947 in [Volume 229, Page 247](#) of Jefferson County Records.
32. Right of way easement from Jeffco Resources, Inc. in favor of Marquette Exploration, L.L.C. filed for record August 14, 2008 in [Volume 856, Page 450](#) of Jefferson County Records. Subject to the terms and conditions thereof.
33. Oil and Gas Lease between Dean W. Polen, Trustee, as lessor, and Belden & Blake Corporation, as lessee, recorded April 23, 2002 in [Volume 483, Page 270](#), and any subsequent instruments pertinent thereto.

34. The County Treasurer's Tax Duplicate shows taxes for Parcel No. [45-00169-000](#) in the name of Jeffco Resources Inc.

Taxes for the first half of 2016 in the amount of \$483.39 are paid.

Taxes for the second half of 2016 in the amount of \$483.39 are a lien, not yet due and payable.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 45-00170-000 in the name of Jeffco Resources Inc.

Taxes for the first half of 2016 in the amount of \$203.42 are paid.

Taxes for the second half of 2016 in the amount of \$203.42 are a lien, not yet due and payable.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 45-00189-000 in the name of Jeffco Resources Inc.

Taxes for the first half of 2016 in the amount of \$446.11 are paid.

Taxes for the second half of 2016 in the amount of \$446.11 are a lien, not yet due and payable.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 45-00189-001 in the name of Jeffco Resources Inc.

Taxes for the first half of 2016 in the amount of \$324.86 are paid.

Taxes for the second half of 2016 in the amount of \$324.86 are a lien, not yet due and payable.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 45-00194-000 in the name of Jeffco Resources Inc.

Taxes for the first half of 2016 in the amount of \$474.17 are paid.

Taxes for the second half of 2016 in the amount of \$474.17 are a lien, not yet due and payable.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 45-00196-000 in the name of Jeffco Resources Inc.

Taxes for the first half of 2016 in the amount of \$289.00 are paid.

Taxes for the second half of 2016 in the amount of \$289.00 are a lien, not yet due and payable.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 45-00681-001 in the name of Jeffco Resources Inc.

Taxes for the first half of 2016 in the amount of \$554.94 are paid.

Taxes for the second half of 2016 in the amount of \$554.94 are a lien, not yet due and payable.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 45-00902-000 in the name of Jeffco Resources Inc.

Taxes for the first half of 2016 in the amount of \$292.60 are paid.

Taxes for the second half of 2016 in the amount of \$292.60 are a lien, not yet due and payable.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 45-00903-000 in the name of Jeffco Resources Inc.

Taxes for the first half of 2016 in the amount of \$558.34 are paid.

Taxes for the second half of 2016 in the amount of \$558.34 are a lien, not yet due and payable.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 45-00193-000 in the name of Jeffco Resources Inc.

Taxes for the first half of 2016 in the amount of \$71.55 are paid.

Taxes for the second half of 2016 in the amount of \$71.55 are a lien, not yet due and payable.

Taxes for the year 2017, amount undetermined, are a lien, but are not yet due and payable. Special Taxes and Assessments of any kind, if any.

Additions or abatements if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation.

NOTE: Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.



First American

ISSUED BY

First American Title Insurance Company

Exhibit A

File No.: 1101-2428807

The land referred to herein below is situated in the Township of Wayne, County of Jefferson, State of Ohio, and is described as follows:

PARCEL 1:

SITUATED IN THE STATE OF OHIO, COUNTY OF JEFFERSON, TOWNSHIP OF WAYNE AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING A PART OF SECTION 19, TOWNSHIP 9, RANGE 3 AND BEING THE TRACT OF 67.500 ACRES CONVEYED TO THE JEFFERSON COAL COMPANY AND RECORDED IN DEED BOOK 212, PAGE 111 IN THE JEFFERSON COUNTY, OHIO, RECORD OF DEEDS.

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 19 AND RUNNING THENCE WITH THE NORTH BOUNDARY OF SAID SECTION EAST A DISTANCE OF 2970.00 FEET; THENCE SOUTH A DISTANCE OF 990.00 FEET; THENCE WEST A DISTANCE OF 2970.00 FEET; THENCE NORTH A DISTANCE OF 990.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 67.500 ACRES, MORE OR LESS.

PPN: [45-00169-000](#)

**PARCEL 2:
TRACT A:**

SITUATED IN THE STATE OF OHIO, COUNTY OF JEFFERSON, TOWNSHIP OF WAYNE AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING A PART OF SECTION 19, TOWNSHIP 9, RANGE 3 AND BEING THE TRACT CONVEYED AS 10.00 ACRES TO THE JEFFERSON COAL COMPANY AND RECORDED IN DEED BOOK 212, PAGE 111 IN THE JEFFERSON COUNTY, OHIO, RECORD OF DEEDS;

BEGINNING AT A POINT WHICH BEARS THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE NORTHWEST CORNER OF SECTION 19;

(1) EAST A DISTANCE OF 2970.00 FEET;

(2) SOUTH A DISTANCE OF 990.00 FEET;

RUNNING THENCE FROM SAID PLACE OF BEGINNING WEST A DISTANCE OF 1636.54 FEET; THENCE SOUTH 49° 00' EAST A DISTANCE OF 434.28 FEET; THENCE EAST A DISTANCE OF 1308.78 FEET; THENCE NORTH A DISTANCE OF 286.44 FEET TO THE PLACE OF BEGINNING, CONTAINING 9.632 ACRES, MORE OR LESS.

TRACT B:

SITUATED IN THE STATE OF OHIO, COUNTY OF JEFFERSON, TOWNSHIP OF WAYNE AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING A PART OF SECTION 19, TOWNSHIP 9, RANGE 3 AND BEING A PART OF THE TRACT OF 40.00 ACRES CONVEYED TO THE JEFFERSON COAL COMPANY AND RECORDED IN DEED BOOK 212, PAGE 111 IN THE JEFFERSON COUNTY, OHIO, RECORD OF DEEDS;

BEGINNING AT A POINT WHICH BEARS THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE NORTHWEST CORNER OF SECTION 19:

- (1) EAST A DISTANCE OF 2970.00 FEET;
- (2) SOUTH A DISTANCE OF 1276.44 FEET;

RUNNING THENCE FROM SAID PLACE OF BEGINNING WEST A DISTANCE OF 1308.50 FEET; THENCE NORTH 49° 00' WEST A DISTANCE OF 434.28 FEET; THENCE SOUTH A DISTANCE OF 1320.00 FEET; THENCE EAST A DISTANCE OF 1215.79 FEET; THENCE NORTH 29° 30' EAST A DISTANCE OF 234.30 FEET; THENCE NORTH 49° 45' EAST A DISTANCE OF 166.65 FEET; THENCE NORTH 84° 20' EAST A DISTANCE OF 173.25 FEET; THENCE NORTH A DISTANCE OF 706.74 FEET TO THE PLACE OF BEGINNING, CONTAINING 37.533 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING:

SITUATED IN THE COUNTY OF JEFFERSON IN THE STATE OF OHIO AND IN THE TOWNSHIP OF WAYNE:

BEING A PART OF THE WEST ONE-HALF OF SECTION 19, TOWNSHIP 9, RANGE 3 IN THE OLD SEVEN RANGES: AND ALSO BEING A PART OF A 37.533 ACRE TRACT AS CONVEYED TO JEFFCO RESOURCES, INC. BY DEED RECORDED IN [VOLUME 598, PAGE 449](#) OF THE JEFFERSON COUNTY DEED RECORDS;

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19; THENCE WITH THE NORTH LINE OF THE SOUTHEAST QUARTER, SOUTH 89° 50' 40" WEST, 2290.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER; THENCE WITH THE HALF SECTION LINE NORTH 0° 10' WEST, PASSING ON LINE A STONE AT 320.78 FEET A TOTAL DISTANCE OF 664.08 FEET TO A POINT IN THE CENTER OF TOWNSHIP ROAD NUMBER 195, SAID POINT BEING THE TRUE PLACE OF BEGINNING FOR THE TRACT HEREIN BEING CONVEYED; THENCE:

- (1) SOUTH 86° 23' 30" WEST, 36.75 FEET TO A P-K NAIL IN THE CENTER OF TOWNSHIP ROAD NUMBER 195;
- (2) SOUTH 79° 06' 39" WEST, 133.73 FEET TO A P-K NAIL IN THE CENTER OF TOWNSHIP ROAD NUMBER 195;
- (3) THENCE SOUTH 48° 39' 49" WEST, 178.98 FEET TO A P-K NAIL IN THE CENTER OF TOWNSHIP ROAD NUMBER 195;
- (4) SOUTH 28° 24' 49" WEST, 234.02 FEET TO A POINT IN THE CENTER OF TOWNSHIP ROAD NUMBER 195, SAID POINT BEING AN ANGLE POINT IN THE NORTH LINE OF AN 11.311 ACRE TRACT AS CONVEYED TO GLENN LEE KITHCART AND CARL THOMAS KITHCART BY DEED RECORDED IN VOLUME 602, PAGE 578 OF THE JEFFERSON COUNTY DEED RECORDS;
- (5) NORTH 88° 05' WEST, 639.62 FEET TO THE NORTHWEST CORNER OF SAID 11.311 ACRE TRACT;
- (6) NORTH 77° 18' 07" WEST, 141.12 FEET TO A P-K NAIL IN THE CENTER OF STATE ROUTE NUMBER 151;
- (7) LEAVING SAID ROAD, NORTH 21° 45' 48" EAST, 30.00 FEET TO AN IRON PIN;
- (8) NORTH 21° 45' 48" EAST, 150.02 FEET TO A STAKE;
- (9) NORTH 13° 38' 52" EAST, 475.20 FEET TO A STAKE;
- (10) NORTH 16° 20' 28" EAST, 159.72 FEET TO A STAKE;
- (11) SOUTH 76° 32' 24" EAST, 106.39 FEET TO A STAKE;
- (12) NORTH 83° 44' 05" EAST, 185.17 FEET TO A STAKE;
- (13) NORTH 75° 22' 13" EAST, 544.87 FEET TO A STAKE;
- (14) NORTH 89° 50' EAST, 150.34 FEET TO AN IRON PIN IN THE HALF-SECTION LINE;

(15) WITH THE HALF-SECTION LINE, SOUTH 0° 10' EAST, 604.53 FEET TO AN IRON PIN;

(16) WITH THE HALF-SECTION LINE SOUTH 0° 10' EAST, 12.00 FEET TO THE TRUE PLACE OF BEGINNING;

CONTAINING 19.151 ACRES, MORE OR LESS.

THE ABOVE DESCRIPTION IS BASED UPON A SURVEY MADE IN OCTOBER, 1988 BY JOHN T. MCDEVITT, P.E., OHIO REGISTERED SURVEYOR #5765.

PPN: 45-00170-000

PARCEL 3:

SITUATED IN THE STATE OF OHIO, COUNTY OF JEFFERSON, TOWNSHIP OF WAYNE AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING A PART OF SECTIONS 25 AND 26 OF TOWNSHIP 9 AND RANGE 3, BEGINNING AT A STONE ON THE SOUTHEAST CORNER OF SECTION 26; THENCE SOUTH 1° WEST 1295.42 FEET TO A STONE; THENCE WEST 1683.00 FEET TO A STONE; THENCE NORTH 1° EAST 95.70 FEET TO A STONE; THENCE WEST 1100.88 FEET TO A LIMESTONE; THENCE NORTH 1214.40 FEET TO A POST ON THE SECTION LINE BETWEEN SECTIONS 25 AND 26; THENCE FOLLOWING THE SOUTH BOUNDARY OF SAID SECTION 26 EAST 189.42 FEET TO A STONE; THENCE NORTH 825.00 FEET TO A POST; THENCE EAST 2640.00 FEET TO A POINT; THENCE SOUTH 1° WEST 825.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 131.467 ACRES, MORE OR LESS

THERE BEING 81.669 ACRES IN SECTION 25 AND 49.798 ACRES IN SECTION 26.

EXCEPTING THEREFROM THE FOLLOWING:

SITUATED IN THE STATE OF OHIO, COUNTY OF JEFFERSON AND THE TOWNSHIP OF WAYNE; BEING PART OF THE NORTH HALF OF SECTION 25 AND PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 9, RANGE 3 AND BEING A PORTION OF A 131.467 ACRE PARCEL RECORDED AS TRACT TWENTY-TWO (22) (WA 36) IN [VOLUME 598, PAGE 449](#) OF THE JEFFERSON COUNTY RECORD OF DEEDS;

BEGINNING AT A 1/2 INCH DIAMETER IRON PIN (SET) ON THE WESTERLY BOUNDARY OF THE ABOVE MENTIONED 131.467 ACRE PARCEL AND ON THE LINE BETWEEN SECTIONS 25 AND 26, WHERE THE SOUTHEAST CORNER OF SECTION 26 BEARS SOUTH 89 DEGREES 27 MINUTES 33 SECONDS EAST 2640.98 FEET;

THENCE FROM SAID PLACE OF BEGINNING AND FOLLOWING THE BOUNDARY OF SAID 131.467 ACRE PARCEL, NORTH 01 DEGREE 17 MINUTES 12 SECONDS EAST 844.78 FEET TO A 1/2 INCH DIAMETER IRON PIN (SET);

THENCE SOUTH 88 DEGREES 53 MINUTES 18 SECONDS EAST 660.00 FEET TO A 1/2 INCH DIAMETER IRON PIN (FOUND);

THENCE LEAVING THE BOUNDARY OF SAID 131.467 ACRE PARCEL, SOUTH 02 DEGREES 10 MINUTES 24 SECONDS EAST 2064.21 FEET TO A 1/2 INCH DIAMETER IRON PIN (SET) ON THE SOUTH LINE OF SAID 131.467 ACRE PARCEL, PASSING THROUGH THE DIVISION LINE BETWEEN SECTIONS 25 AND 26 AT 839.07 FEET;

THENCE FOLLOWING THE BOUNDARY OF SAID 131.467 ACRE PARCEL, NORTH 89 DEGREES 27 MINUTES 33 SECONDS WEST 1004.78 FEET TO A 1/2 INCH DIAMETER IRON PIN (SET);

THENCE NORTH 02 DEGREES 43 MINUTES 14 SECONDS EAST 1226.54 FEET TO A 1/2 INCH DIAMETER IRON PIN (SET) ON THE LINE BETWEEN SECTIONS 25 AND 26, THE SOUTHWEST CORNER OF SECTION 26 BEARS NORTH 88 DEGREES 53 MINUTES 18 SECONDS WEST 2477.34 FEET;

THENCE FOLLOWING THE LINE BETWEEN SECTIONS 25 AND 26, SOUTH 88 DEGREES 53 MINUTES 18 SECONDS EAST 189.42 FEET TO THE PLACE OF BEGINNING.

CONTAINING 40.00 ACRES, BEING 26.76 ACRES IN SECTION 25, AND 13.24 ACRES IN SECTION 26.

BEARINGS IN THIS DESCRIPTION REFER TO THE GRID MERIDIAN OF THE OHIO COORDINATE SYSTEM (NORTH ZONE) AS DETERMINED BY R & F COAL COMPANY.

THE ENTIRE AREA OF THIS SURVEY (EXCEPT THE NORTHEAST CORNER) HAS BEEN DISTURBED BY SURFACE MINING OPERATING. CORNER LOCATIONS HEREIN ARE BASED ON THOSE ESTABLISHED BY R & F COAL COMPANY SURVEYORS FROM FIELD LOCATIONS PRIOR TO THEIR MINING OPERATION.

THIS DESCRIPTION PREPARED BY JACK A. HAMILTON, REGISTERED SURVEYOR #6524, AFTER A FIELD SURVEY OF THE PARCEL HEREIN DESCRIBED DURING SEPTEMBER 1994.

PPN: 45-00189-000 & 45-00196-000

PARCEL 4:

SITUATED IN THE STATE OF OHIO, COUNTY OF JEFFERSON AND THE TOWNSHIP OF WAYNE; BEING PART OF THE NORTH HALF OF SECTION 25 AND PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 9, RANGE 3 AND BEING A PORTION OF A 131.467 ACRE PARCEL RECORDED AS TRACT TWENTY-TWO (22) (WA 36) IN [VOLUME 598, PAGE 449](#) OF THE JEFFERSON COUNTY RECORD OF DEEDS;

BEGINNING AT A 1/2 INCH DIAMETER IRON PIN (SET) ON THE WESTERLY BOUNDARY OF THE ABOVE MENTIONED 131.467 ACRE PARCEL AND ON THE LINE BETWEEN SECTIONS 25 AND 26, WHERE THE SOUTHEAST CORNER OF SECTION 26 BEARS SOUTH 89 DEGREES 27 MINUTES 33 SECONDS EAST 2640.98 FEET;

THENCE FROM SAID PLACE OF BEGINNING AND FOLLOWING THE BOUNDARY OF SAID 131.467 ACRE PARCEL, NORTH 01 DEGREE 17 MINUTES 12 SECONDS EAST 844.78 FEET TO A 1/2 INCH DIAMETER IRON PIN (SET);

THENCE SOUTH 88 DEGREES 53 MINUTES 18 SECONDS EAST 660.00 FEET TO A 1/2 INCH DIAMETER IRON PIN (FOUND);

THENCE LEAVING THE BOUNDARY OF SAID 131.467 ACRE PARCEL, SOUTH 02 DEGREES 10 MINUTES 24 SECONDS EAST 2064.21 FEET TO A 1/2 INCH DIAMETER IRON PIN (SET) ON THE SOUTH LINE OF SAID 131.467 ACRE PARCEL, PASSING THROUGH THE DIVISION LINE BETWEEN SECTIONS 25 AND 26 AT 839.07 FEET;

THENCE FOLLOWING THE BOUNDARY OF SAID 131.467 ACRE PARCEL, NORTH 89 DEGREES 27 MINUTES 33 SECONDS WEST 1004.78 FEET TO A 1/2 INCH DIAMETER IRON PIN (SET);

THENCE NORTH 02 DEGREES 43 MINUTES 14 SECONDS EAST 1226.54 FEET TO A 1/2 INCH DIAMETER IRON PIN (SET) ON THE LINE BETWEEN SECTIONS 25 AND 26, THE SOUTHWEST CORNER OF SECTION 26 BEARS NORTH 88 DEGREES 53 MINUTES 18 SECONDS WEST 2477.34 FEET;

THENCE FOLLOWING THE LINE BETWEEN SECTIONS 25 AND 26, SOUTH 88 DEGREES 53 MINUTES 18 SECONDS EAST 189.42 FEET TO THE PLACE OF BEGINNING.

CONTAINING 40.00 ACRES, BEING 26.76 ACRES IN SECTION 25, AND 13.24 ACRES IN SECTION 26.

BEARINGS IN THIS DESCRIPTION REFER TO THE GRID MERIDIAN OF THE OHIO COORDINATE SYSTEM (NORTH ZONE) AS DETERMINED BY R & F COAL COMPANY.

THE ENTIRE AREA OF THIS SURVEY (EXCEPT THE NORTHEAST CORNER) HAS BEEN DISTURBED BY SURFACE MINING OPERATING. CORNER LOCATIONS HEREIN ARE BASED ON THOSE ESTABLISHED BY R & F COAL COMPANY SURVEYORS FROM FIELD LOCATIONS PRIOR TO THEIR MINING OPERATION.

THIS DESCRIPTION PREPARED BY JACK A. HAMILTON, REGISTERED SURVEYOR #6524, AFTER A FIELD SURVEY OF THE PARCEL HEREIN DESCRIBED DURING SEPTEMBER 1994.

PPN: 45-0089-001

PARCEL 5:

SITUATED IN THE STATE OF OHIO, COUNTY OF JEFFERSON, TOWNSHIP OF WAYNE AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING A PART OF SECTION 26, TOWNSHIP 9, RANGE 3 AND BEING A PART OF THE TRACT OF 69.55 ACRES CONVEYED TO THE JEFFERSON COAL COMPANY AND RECORDED IN VOLUME 190, PAGE 360, DEED RECORDS OF JEFFERSON COUNTY, OHIO;

BEGINNING AT A POINT IN THE EAST BOUNDARY OF SECTION 26, SAID POINT BEARS NORTH 00° 00' 14" WEST A DISTANCE OF 825.75 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 26; RUNNING HENCE FROM SAID PLACE OF BEGINNING AND CONTINUING ALONG SAID EAST BOUNDARY NORTH 00° 00' 14" WEST A DISTANCE OF 1351.08 FEET TO A POINT IN THE SOUTH BOUNDARY OF THE RIGHT OF WAY OF THE PITTSBURGH AND WEST VIRGINIA BRANCH OF THE NORFOLK AND WESTERN RAILROAD; THENCE ALONG SAID SOUTH BOUNDARY NORTH 81° 47' 50" WEST A DISTANCE OF 1220.99 FEET TO A POINT IN SAID SOUTH RIGHT OF WAY LINE; THENCE DEPARTING FROM SAID RIGHT OF WAY LINE SOUTH 50° 28' 22" WEST A DISTANCE OF 1010.64 FEET TO A POINT; THENCE SOUTH 0° 22' 45" EAST A DISTANCE OF 907.02 FEET TO A POINT; THENCE NORTH 89° 16' 46" EAST A DISTANCE OF 1982.27 FEET TO THE PLACE OF BEGINNING, CONTAINING 61.950 ACRES, MORE OR LESS.

PPN: 45-00194-000

PARCEL 6:

LOCATED IN JEFFERSON COUNTY, OHIO, AND BEING IN WAYNE TOWNSHIP, SECTION 26, TWP 9, RANGE 3, AND BEING THE RESIDUE OF TRACT B-5 OF VOLUME 606, PAGE 697, AS OWNED BY D. POLEN, TRUSTEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN (IP) FOUND IN THE SOUTH LINE OF SECTION 26, TWP 9, RANGE 3, MARKING THE NE CORNER OF PARCEL 3 OF VOLUME 166, PAGE 901, AND ALSO MARKING THE SE CORNER OF THE 23.606 ACRE TRACT OWNED BY CASTLE SHANNON, INC. AS RECORDED IN VOLUME 433, PAGE 224, AND ALSO MARKING THE SW CORNER OF THE RESIDUE OF TRACT B-5 OF VOLUME 606, PAGE 697, AS OWNED BY D. POLEN, TRUSTEE, AND THEREBY MARKING THE SW CORNER OF THE PARCEL HERE-IN DESCRIBED;

THENCE WITH THE COMMON BOUNDARY BETWEEN THE AFOREMENTIONED RESIDUE OF TRACT B-5 OF VOLUME 606, PAGE 697, AND THE AFOREMENTIONED 23.606 ACRE CASTLE SHANNON TRACT, THE FOLLOWING 5 BEARINGS AND DISTANCES;

1. N 33° 33' 52" W 510.617 FEET TO AN H & A CAPPED IRON PIN (CIP) FOUND;

2. N 78° 30' 58" W 574.866 FEET TO AN H & A CIP FOUND;

3. N 25° 18' 29" W 683.830 FEET TO AN H & A CIP FOUND;

4. N 26° 33' 48" E 627.006 FEET TO AN H & A CIP FOUND;

5. N 13° 17' 08" W 207.384 FEET TO A CIP SET IN THE SOUTH RIGHT OF WAY LINE OF THE PITTSBURGH AND WEST VIRGINIA RAILROAD, MARKING THE NE CORNER OF THE AFOREMENTIONED 23.606 ACRE CASTLE SHANNON TRACT, AND ALSO MARKING A POINT ON THE SOUTHERN BOUNDARY OF THE RESIDUE OF THE TRACT OWNED BY THE PITTSBURGH AND WEST VIRGINIA RAILROAD AS RECORDED IN VOLUME 86, PAGE 473, AND ALSO MARKING THE NW CORNER OF THE AFOREMENTIONED RESIDUE OF TRACT B-5 OF VOLUME 606, PAGE 697, AND THEREBY MARKING THE NW CORNER OF THE PARCEL HERE-IN DESCRIBED, AN H & A CIP FOUND BEARS N 13° 17' 08" W 3.195 FEET;

THENCE WITH THE NORTHERN BOUNDARY OF THE AFOREMENTIONED RESIDUE OF TRACT B-5 OF VOLUME 606, PAGE 697, AND WITH THE SOUTH RIGHT OF WAY LINE OF THE PITTSBURGH AND WVA RAILROAD, AND WITH THE SOUTHERN BOUNDARY OF THE AFOREMENTIONED RESIDUE OF VOLUME 86, PAGE 473, THE FOLLOWING 6 BEARINGS AND DISTANCES;

1. THENCE WITH A CURVE TO THE RIGHT, BEING 75 FEET SOUTH OF, AND NORMAL TO THE CENTERLINE OF THE RAILROAD, HAVING A RADIUS OF 2789.930 FEET, AND ARC LENGTH OF 427.816 FEET, AND A CHORD BEARING N 65° 39' 09" E 427.397 FEET TO A CIP SET, SAID CURVE PASSES 74.90 FEET LEFT OF, THE CENTERLINE OF BRIDGE #105.06 AT STATION 2831+42.65;

2. N 19° 57' 16" W 45.000 FEET TO A CIP SET;

3. THENCE WITH A CURVE TO THE RIGHT, BEING 30 FEET SOUTH OF, AND NORMAL TO THE CENTERLINE OF THE RAILROAD, AND HAVING A RADIUS OF 2834.930 FEET, AN ARC LENGTH OF 395.831 FEET, AND A CHORD BEARING N 74° 02' 44" E 395.509 FEET TO A CIP SET;

4. S 11° 57' 16" E 70.000 FEET TO A CIP SET;

5. THENCE WITH A CURVE TO THE RIGHT, AND BEING 100 FEET SOUTH OF, AND NORMAL TO THE CENTERLINE OF THE RAILROAD, AND HAVING A RADIUS OF 2764.930 FEET, AN ARC LENGTH OF 368.363 FEET, AND A CHORD BEARING N 81° 51' 44" E 368.090 FEET TO A CIP SET AT A POINT OF TANGENT;

6. N 85° 40' 44" E 671.274 FEET TO A CIP SET, NEAR AN OLD 3/4" IP FOUND, IN THE SOUTH RIGHT OF WAY LINE OF SAID RAILROAD, MARKING THE SE CORNER OF THE AFOREMENTIONED RESIDUE OF VOLUME 86, PAGE 473, AND ALSO MARKING A POINT IN THE WESTERN BOUNDARY OF TRACT 23 OF [VOLUME 598, PAGE 449](#), AS OWNED BY JEFFCO RESOURCES, AND ALSO MARKING THE NE CORNER OF THE AFOREMENTIONED TRACT B-5 OF VOLUME 606, PAGE 697, AND THEREBY MARKING THE NE CORNER OF THE PARCEL HERE-IN DESCRIBED, SAID LINE PASSES THE CENTERLINE OF TUNNEL #15 AT 155.20 FEET, LEFT 100 FEET;

THENCE WITH THE EASTERN BOUNDARY OF THE AFOREMENTIONED TRACT B-5 OF VOLUME 606, PAGE 697, AND WITH THE WEST LINE OF THE AFOREMENTIONED TRACT 23 OF [VOLUME 598, PAGE 449](#), AND WITH THE REMNANTS OF AN ANCIENT FENCE LINE, S 1° 02' 28" W 552.740 FEET TO A CROSS CUT STONE FOUND, NEAR A FENCE CORNER, MARKING THE SW CORNER OF SAID TRACT 23 OF [VOLUME 598, PAGE 449](#), AND ALSO MARKING THE NW CORNER OF TRACT 22 OF [VOLUME 598, PAGE 449](#), AND ALSO MARKING AN ANGLE POINT IN THE EASTERN BOUNDARY OF THE AFOREMENTIONED TRACT B-5 OF VOLUME 606, PAGE 697, AND THEREBY MARKING AN ANGLE POINT IN THE EASTERN BOUNDARY OF THE PARCEL HERE-IN DESCRIBED;

THENCE WITH THE COMMON BOUNDARY BETWEEN THE AFOREMENTIONED POLEN TRACT OF VOLUME 152, PAGE 708, AND THE AFOREMENTIONED TRACT B-5 OF VOLUME 606, PAGE 697, THE FOLLOWING 2 BEARINGS AND DISTANCES;

1. N 88° 53' 57" W 660.293 FEET TO A 1/2" IP FOUND MARKING THE NW CORNER OF THE AFOREMENTIONED TRACT OF VOLUME 152, PAGE 708;

2. S 1° 13' 48" W 844.947 FEET TO A J.A.H. CIP FOUND IN THE SOUTH LINE OF SECTION 26, TWP 9, RANGE 3, MARKING AN ANGLE POINT IN THE WESTERN BOUNDARY OF THE AFOREMENTIONED TRACT OF VOLUME 152, PAGE 708, AND ALSO MARKING THE SE CORNER OF THE AFOREMENTIONED OF TRACT B-5 OF VOLUME 606, PAGE 697, AND THEREBY MARKING THE SE CORNER OF THE PARCEL HERE-IN DESCRIBED;

THENCE WITH THE SOUTH LINE OF TRACT B-5 OF VOLUME 606, PAGE 697, AND CONTINUING WITH THE BOUNDARY OF THE AFOREMENTIONED TRACT OF VOLUME 152, PAGE 708, AND WITH THE SECTION LINE, N 88° 57' 15" W 189.531 FEET TO THE PLACE OF BEGINNING, CONTAINING 70.453551 ACRES, MORE OR LESS.

THE BEARINGS GIVEN ARE FOR ANGLE CALCULATION ONLY, AND ARE NOT BASED ON ANY KNOWN MERIDIAN. THIS DESCRIPTION FROM A FIELD SURVEY CONDUCTED IN FEBRUARY, 2002, BY VINCENT DOWDLE P.S. #7396.

PPN: 45-00681-001

PARCEL 7:

SITUATED IN THE TOWNSHIP OF WAYNE, COUNTY OF JEFFERSON, STATE OF OHIO, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 9, RANGE 3, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST BOUNDARY OF SAID SECTION, 990.00 FEET SOUTH OF THE N.W. CORNER OF SAID SECTION, AND RUNNING THENCE SOUTH 1320.00 FEET TO A POST; THENCE EAST 1320.00; THENCE NORTH 1320.00 FEET TO A STONE MARKED "B"; THENCE WEST 1320.00 FEET TO THE PLACE OF BEGINNING, CONTAINING FORTY (40) ACRES, MORE OR LESS.

PPN: 45-00902-000

PARCEL 8:

LOCATED IN JEFFERSON COUNTY, OHIO, AND BEING IN WAYNE TOWNSHIP, SECTION 24, TWP 9, RANGE 3, AND BEING THE COMBINATION OF TRACT B-3 OF VOLUME 606, PAGE 697, WITH A PORTION OF TRACT C-1, AND A PORTION OF TRACT B-2 OF VOLUME 606, PAGE 697, AS OWNED BY D. POLEN, TRUSTEE, AND BEING ALL THAT PORTION OF THE AFOREMENTIONED TRACTS LYING NORTH OF THE CENTERLINE OF STATE ROUTE #151, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A J.A.H. CAPPED IRON PIN (CIP) FOUND MARKING THE SW CORNER OF A 40 ACRE TRACT OWNED BY D. POLEN, TRUSTEE, AS RECORDED IN VOLUME 152, PAGE 708, AND ALSO MARKING AN ANGLE POINT IN THE EASTERN BOUNDARY OF THE RESIDUE OF PARCEL 3 OF VOLUME 166, PAGE 901, AS OWNED BY CASTLE SHANNON, INC., AND ALSO MARKING THE NW CORNER OF TRACT C-1 OF VOLUME 606, PAGE 697, OWNED BY D. POLEN, TRUSTEE, AND THEREBY MARKING THE NW CORNER OF THE PARCEL HERE-IN DESCRIBED;

THENCE WITH THE COMMON BOUNDARY BETWEEN THE AFOREMENTIONED POLEN TRACT OF VOLUME 152, PAGE 708, AND THE AFOREMENTIONED TRACT C-1 OF VOLUME 606, PAGE 697, S 89° 29' 53" E 1004.749 FEET TO A J.A.H. CIP FOUND MARKING THE SE CORNER OF THE AFOREMENTIONED TRACT OF VOLUME 152, PAGE 708, AND ALSO MARKING AN ANGLE POINT IN THE WESTERN BOUNDARY OF TRACT 22 OF [VOLUME 598, PAGE 449](#), AS OWNED BY JEFFCO RESOURCES, AND ALSO MARKING AN ANGLE POINT IN THE NORTHERN BOUNDARY OF THE AFOREMENTIONED TRACT C-1 OF VOLUME 606, PAGE 697, AND THEREBY MARKING AN ANGLE POINT IN THE NORTHERN BOUNDARY OF THE PARCEL HERE-IN DESCRIBED;

THENCE WITH THE COMMON BOUNDARY BETWEEN TRACT 22 OF [VOLUME 598, PAGE 449](#), AND TRACT C-1 OF VOLUME 606, PAGE 697, THE FOLLOWING 2 BEARINGS AND DISTANCES;

1. S 89° 32' 09" E 95.424 FEET TO AN H & A CIP FOUND;

2. S 0° 29' 23" W 93.015 FEET TO AN H & A CIP FOUND MARKING THE SW CORNER OF THE AFOREMENTIONED TRACT 22 OF [VOLUME 598, PAGE 449](#), AND ALSO MARKING AN ANGLE POINT IN THE NORTHERN BOUNDARY OF THE AFOREMENTIONED TRACT C-1 OF VOLUME 606, PAGE 697, AND THEREBY MARKING AN ANGLE POINT IN THE NORTHERN BOUNDARY OF THE PARCEL HERE-IN DESCRIBED;

THENCE CONTINUING WITH THE AFOREMENTIONED COMMON BOUNDARY, AND ALSO PASSING ALONG THE NORTHERN BOUNDARY OF TRACT B-3 OF VOLUME 606, PAGE 697, AND FURTHER WITH THE NORTHERN BOUNDARY OF TRACT B-2 OF VOLUME 606, PAGE 697, AND WITH THE REMNANTS OF ANCIENT FENCE LINE, N 89° 40' 45" E 1744.831 FEET TO A CIP SET IN THE EAST LINE OF SECTION 25, TWP 9, RANGE 3, MARKING THE SE CORNER OF THE AFOREMENTIONED TRACT 22 OF [VOLUME 598, PAGE 449](#), AND ALSO MARKING A POINT IN THE WESTERN BOUNDARY OF A 40 ACRE TRACT OWNED BY JEFFCO RESOURCES, INC. AS RECORDED IN [VOLUME 152, PAGE 710](#), AND ALSO MARKING THE NE CORNER OF THE AFOREMENTIONED TRACT B-2 OF VOLUME 606, PAGE 697, AND THEREBY MARKING THE NE CORNER OF THE PARCEL HERE-IN DESCRIBED; TRACT 22 OF [VOLUME 598, PAGE 449](#) CALLS FOR A STONE AT THE SE CORNER OF SECTION 26 AT N 1 W 1295.42 FEET AND SAID STONE WAS FOUND AT N 1-56-41 E 1292.365 FEET;

THENCE WITH THE SECTION LINE, AND THE EASTERN BOUNDARY OF TRACT B-2 OF VOLUME 606, PAGE 697, AND WITH THE WESTERN BOUNDARY OF SAID JEFFCO TRACT OF [VOLUME 152, PAGE 710](#), S 1° 56' 41" W 1026.417 FEET TO A CIP SET MARKING THE SW CORNER OF THE AFOREMENTIONED TRACT OF [VOLUME 152, PAGE 710](#), AND ALSO MARKING THE NW CORNER OF THE RESIDUE OF VOLUME 338, PAGE 194, OWNED BY J & B TONEY, AND ALSO MARKING THE NW CORNER OF A 0.38 ACRE TRACT SURVEYED BY PAUL J. MCCULLOUGH, P.S. #2513, DATED February 20, 1965, FOR WHICH NO RECORD OF TRANSFER WAS FOUND, AND ALSO MARKING AN ANGLE POINT IN THE EASTERN BOUNDARY OF TRACT B-2 OF VOLUME 606, PAGE 697, AND THEREBY MARKING AN ANGLE POINT IN THE EASTERN BOUNDARY OF THE PARCEL HERE-IN DESCRIBED;

THENCE CONTINUING WITH THE SECTION LINE, AND WITH THE EASTERN BOUNDARY OF TRACT B-2 OF VOLUME 606, PAGE 697, AND WITH THE WESTERN BOUNDARY OF THE AFOREMENTIONED RESIDUE OF VOLUME 338, PAGE 194, AND FURTHER WITH THE WESTERN BOUNDARY OF A 1.424 ACRE TRACT OWNED BY T. FRAZIER AS RECORDED IN VOLUME 71, PAGE 880, S 1° 52' 35" E 388.872 FEET TO A RAILROAD SPIKE FOUND IN THE CENTER LINE OF STATE ROUTE #151, MAKING THE SW CORNER OF THE AFOREMENTIONED 1.424 ACRE FRAZIER TRACT, AND ALSO MARKING THE NW CORNER OF TRACT 2 OF VOLUME 3 602, PAGE 472, AS OWNED BY JEFFCO RESOURCES, AND ALSO MARKING A POINT IN THE BOUNDARY OF TRACT B-2 OF VOLUME 606, PAGE 697, AND ALSO MARKING THE SE CORNER OF THE PARCEL HERE-IN DESCRIBED, AND PASSING ON LINE A CIP SET AT 206.548 FEET, AND ANOTHER AT 368.872 FEET;

THENCE LEAVING THE SECTION LINE, AND CROSSING OVER AND INTO THE AFOREMENTIONED TRACT B-2 OF VOLUME 606, PAGE 697, AND WITH THE CENTERLINE OF STATE ROUTE #151, THE FOLLOWING 9 BEARINGS AND DISTANCES;

1. WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 597.025 FEET, AND ARC LENGTH OF 174.677 FEET, AND A CHORD BEARING S 73° 35' 50" W 174.055 FEET TO A POINT OF REVERSE CURVE;
2. WITH A CURVE TO THE LEFT HAVING A RADIUS OF 1909.860 FEET, AN ARC LENGTH OF 126.171 FEET, AND A CHORD BEARING S 80° 05' 10" W 126.148 FEET TO A MAG NAIL SET MARKING A POINT OF TANGENT;
3. S 78° 11' 37" W 303.295 FEET TO A POINT OF CURVE, PASSING ON LINE A MAG NAIL SET AT 215.389 FEET;
4. WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 169.998 FEET, AND ARC LENGTH OF 153.760 FEET, AND A CHORD BEARING N 75° 53' 42" W 148.572 FEET TO A POINT OF TANGENT;
5. N 49° 59' 00" W 176.517 FEET TO A MAG NAIL SET;
6. N 52° 11' 24" W 286.962 FEET TO A MAG NAIL SET;
7. N 51° 30' 19" W 282.789 FEET TO A MAG NAIL SET;
8. N 49° 28' 54" W 242.741 FEET TO A MAG NAIL SET;
9. N 48° 16' 16" W 229.723 FEET TO A POINT OF CURVE IN THE CENTERLINE OF SAID STATE ROUTE #151, MARKING A POINT OF CURVE IN THE SOUTHERN BOUNDARY OF THE PARCEL HERE-IN DESCRIBED, AND PASSING ON LINE A MAG NAIL SET AT 206.981 FEET;

THENCE CONTINUING WITH THE CENTERLINE OF STATE ROUTE #151, THE FOLLOWING 7 BEARINGS AND DISTANCES;

1. WITH A CURVE TO THE LEFT HAVING A RADIUS OF 250.000 FEET, AND ARC LENGTH OF 240.589 FEET, AND A CHORD BEARING N 75° 50' 26" W, CROSSING OVER AND INTO TRACT C-1 OF VOLUME 606, PAGE 697, 231.412 FEET TO A POINT OF TANGENT;
2. S 76° 35' 23" W 330.772 FEET TO A POINT OF CURVE, AND PASSING ON LINE A MAG NAIL SET AT 125.378 FEET, AND ANOTHER AT 304.240 FEET;
3. WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 129.564 FEET, AN ARC LENGTH OF 151.986 FEET, AND A CHORD BEARING N 69° 48' 16" W 143.420 FEET TO A POINT OF TANGENT;
4. N 36° 11' 56" W 103.757 FEET TO A POINT OF CURVE, AND PASSING ON LINE MAG NAILS SET AT 39.236 FEET AND AT 77.853 FEET;
5. WITH A CURVE TO THE LEFT HAVING A RADIUS OF 221.918 FEET, AN ARC LENGTH OF 163.699 FEET, AND A CHORD BEARING N 57° 19' 53" W 160.013 FEET TO A POINT OF TANGENT;
6. N 78° 27' 49" W 147.239 FEET TO A POINT OF CURVE, AND PASSING ON LINE MAG NAILS SET AT 31.341 FEET AND 125.461 FEET;
7. WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 597.407 FEET, AND ARC LENGTH OF 148.677 FEET, AND A CHORD BEARING N 71° 20' 02" W 148.294 FEET TO A POINT ON THE CURVE IN THE CENTERLINE OF STATE ROUTE #151, MARKING THE INTERSECTION OF THE WESTERN BOUNDARY OF THE AFOREMENTIONED TRACT C-1 OF VOLUME 606, PAGE 697, AND ALSO MARKING A POINT IN THE EASTERN BOUNDARY OF THE AFOREMENTIONED PARCEL 3 OF VOLUME 166, PAGE 901, AND ALSO MARKING THE SW CORNER OF THE PARCEL HERE-IN DESCRIBED, A CIP ST BEARS

N 0-07-36 E 30.425 FEET;

THENCE LEAVING THE ROAD, AND WITH THE COMMON LINE BETWEEN THE AFOREMENTIONED TWO TRACTS, N 1° 07' 36" E 551.662 FEET TO THE PLACE OF BEGINNING, CONTAINING 21.304499 ACRES MORE OR LESS, FROM TRACT C-1 OF VOLUME 606, PAGE 697, AND 6.686907 ACRES, MORE OR LESS, IN TRACT B-3 OF VOLUME 606, PAGE 697, AND 40.713963 ACRES, MORE OR LESS, FROM TRACT B-2 OF VOLUME 606, PAGE 697, AND BEING A TOTAL OF 68-705369 ACRES, MORE OR LESS.

THE BEARINGS GIVEN ARE FOR ANGLE CALCULATION ONLY, AND ARE NOT BASED ON ANY KNOWN MERIDIAN.

THIS DESCRIPTION FROM A FIELD SURVEY CONDUCTED IN FEBRUARY, 2002, BY VINCENT DOWDLE P.S. #7396.

PPN: 45-00903-000

PARCEL 9:

SITUATED IN THE STATE OF OHIO, COUNTY OF JEFFERSON, TOWNSHIP OF WAYNE AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 9, RANGE 3 AND BEING A PART OF THE DEED CONVEYED TO THE JEFFERSON COAL COMPANY AND RECORDED IN [VOLUME 229, PAGE 247](#) IN THE JEFFERSON COUNTY, OHIO, RECORD OF DEEDS;

BEGINNING AT A POINT IN THE SOUTH BOUNDARY OF SECTION 20, SAID POINT BEING THE SOUTHEAST CORNER OF THE EUGENE SIPOS TRACT OF 14.97 ACRES AS RECORDED IN VOLUME 170, PAGE 496, AND BEARS SOUTH 89° 59' 46" EAST A DISTANCE OF 451.60 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 20;

RUNNING THENCE FROM SAID PLACE OF BEGINNING AND ALONG SAID SOUTH BOUNDARY OF SECTION 20 SOUTH 89° 59' 46" EAST A DISTANCE OF 2186.96 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 20; THENCE ALONG THE EAST BOUNDARY OF SAID QUARTER SECTION NORTH 0° 04' 15" EAST A DISTANCE OF 997.57 FEET TO THE SOUTHEAST CORNER OF THE E. AND D. DODDS TRACT OF 1.000 ACRE AS RECORDED IN VOLUME 545, PAGE 642; THENCE ALONG THE BOUNDARIES OF SAID DODD TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

(1) NORTH 89° 55' 45" WEST A DISTANCE OF 153.07 FEET TO THE SOUTHWEST CORNER OF SAID DODDS TRACT;

(2) NORTH 0° 04' 15" EAST A DISTANCE OF 284.48 FEET TO THE NORTHWEST CORNER OF SAID DODDS TRACT;

(3) SOUTH 89° 55' 45" EAST A DISTANCE OF 153.07 FEET TO THE NORTHEAST CORNER OF SAID DODDS TRACT AND IN THE AFOREMENTIONED EAST BOUNDARY OF SAID SOUTHWEST QUARTER OF SECTION 20;

THENCE ALONG SAID EAST BOUNDARY NORTH 0° 04' 15" EAST A DISTANCE OF 404.45 FEET TO A POINT IN THE SOUTH BOUNDARY OF THE RIGHT OF WAY OF THE PITTSBURGH AND WEST VIRGINIA BRANCH OF THE NORFOLK AND WESTERN RAILROAD; THENCE DEPARTING FROM SAID EAST BOUNDARY AND RUNNING ALONG SAID SOUTH BOUNDARY OF THE RIGHT OF WAY THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

(1) NORTH 71° 54' 06" WEST A DISTANCE OF 786.58 FEET;

(2) SOUTH 69° 12' 15" WEST A DISTANCE OF 228.00 FEET;

(3) NORTH 52° 47' 32" WEST A DISTANCE OF 67.80 FEET;

(4) NORTH 78° 48' 43" WEST A DISTANCE OF 99.47 FEET;

(5) NORTH 10° 14' 12" WEST A DISTANCE OF 58.63 FEET;

(6) NORTH 76° 33' 05" WEST A DISTANCE OF 141.91 FEET;

(7) NORTH 79° 52' 31" WEST A DISTANCE OF 398.20 FEET;

(8) NORTH 84° 43' 21" WEST A DISTANCE OF 250.06 FEET;

(9) NORTH 69° 18' 16" WEST A DISTANCE OF 48.10 FEET;

(10) NORTH 80° 24' 44" WEST A DISTANCE OF 300.19 FEET;

(11) NORTH 84° 32' 40" WEST A DISTANCE OF 399.79 FEET TO A POINT IN THE WEST BOUNDARY OF THE AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 20;

THENCE DEPARTING FROM SAID RIGHT OF WAY BOUNDARY AND RUNNING ALONG SAID WEST BOUNDARY SOUTH 0° 00' 14" EAST A DISTANCE OF 740.83 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED EUGENE SIPOS TRACT; THENCE DEPARTING FROM SAID WEST BOUNDARY AND RUNNING ALONG THE NORTH BOUNDARY OF SAID SIPOS TRACT NORTH 89° 59' 46" EAST A DISTANCE OF 451.00 FEET TO THE NORTHEAST CORNER OF SAID SIPOS TRACT; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT SOUTH 0° 01' 39" EAST A DISTANCE OF 1458.06 FEET TO THE PLACE OF BEGINNING, CONTAINING 104.299 ACRES, MORE OR LESS.

PPN: 45-01370-000

PARCEL 10:

BEING THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY THAT LIES SOUTH OF THE RAILROAD:

SITUATED IN THE STATE OF OHIO, COUNTY OF JEFFERSON, TOWNSHIP OF WAYNE AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING A PART OF SECTION 26, TOWNSHIP 9, RANGE 3, AND BEGINNING FOR A DESCRIPTION ON THE EASTERN BOUNDARY OF SAID SECTION 26 AT A STONE LOCATED 1288.31 FEET FROM THE NORTHEAST CORNER THEREOF AND WHERE A WHITE OAK 50 FEET INCHES IN DIAMETER BEARS SOUTH 10° 45' WEST 4.62 FEET, AND RUNNING THENCE NORTH 86° 15' WEST 2767.4 FEET TO A POINT IN THE ROAD WHERE A WILD CHERRY, 8 INCHES IN DIAMETER, BEARS SOUTH 19° EAST 20.46 FEET AND A WHITE OAK, 30 INCHES IN DIAMETER BEARS NORTH 32° 15' EAST 18.15 FEET; THENCE SOUTH 3° 45' WEST 836.22 FEET TO A STONE; THENCE SOUTH 86° EAST 781.4 FEET TO A STONE; THENCE SOUTH 3° 45' WEST 1469.8 FEET TO A STONE, WHERE A WHITE OAK 30 INCHES IN DIAMETER BEARS NORTH 3° 45' EAST 10.6 FEET; THENCE NORTH 54° 45' EAST 1469.8 FEET TO A STONE; THENCE SOUTH 75° 15' EAST 858.7 FEET TO A STONE IN SECTION LINE; THENCE WITH THE SECTION LINE NORTH 3° 52' 30" EAST 1546.2 FEET TO THE PLACE OF BEGINNING, CONTAINING 91.989 ACRES, MORE OR LESS.

PPN: 45-00193-000

The property address and tax parcel identification number listed herein are provided solely for informational purposes, without warranty as to accuracy or completeness.

Property Address: Multiple Parcels Wayne, OH
Parcel No.:



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain