

200400002000  
 Filed for Record in  
 GUERNSEY COUNTY, OHIO  
 COLLEEN WHEATLEY  
 03-23-2004 At 02:00 pm.  
 DEED 36.00  
 OR Book 392 Page 292 -- 294

Complied With  
 Tony Brown, Auditor  
 Transfer Fee 2.50

200400002000  
 GEOFFREY B MOSSER  
 PO BOX 265  
 CADIZ, OH 43907

MAR 23 2004

Conv. Fee \$296.40  
 Transferred  
 Section 319.54 Ohio R.C.

## LIMITED WARRANTY DEED

*For option to Purchase See O.R. 456 Pg. 945*

KNOW ALL MEN BY THESE PRESENTS, that **THE CONSERVATION FUND**, a Maryland nonprofit corporation, with offices at 1800 North Kent Street, Suite 1120, Arlington, Virginia 22209, the **GRANTOR**, for valuable consideration received, **GRANTS**, with limited warranty covenants, to **MATTHEW CRISLIP**, the **GRANTEE**, whose tax mailing address is **667 Roth Rock Circle, P.O. Box 4231, Copley, Ohio 44321**, the following described premises (hereinafter "**PREMISES**"):

**SITUATED** in the Township of Londonderry, County of Guernsey, State of Ohio and bounded and described as follows:

Being part of the **Northwest Quarter of Section 12, Township 10, Range 7 West** in the Seven Ranges.

Being **all of a 152.00 acre tract (Parcel No. 20-00311)** conveyed to the Grantors by instrument recorded in **Volume 161, Page 148** of the Guernsey County Deed Records.

**BEGINNING** for the same at an iron pin (found) at the southwest corner of the northwest quarter of Section 12;

**Thence** with the west line of the section N. 05 deg. 23' 35" E. 2490.96 feet to an unmarked stone at the northwest corner of the quarter;

**Thence** with the north line of the section S. 84 deg. 54' 34" E. 2620.65 feet to a ¾ inch iron pin (set) in a fence post at the northeast corner of the quarter section, passing on line ¾ inch iron pins set on each side of Skull Fork Road (C.R. #98) at plus 1556.45 feet on the south side of Whipporwill Lane (Township Road No. 8966) and 1616.45 feet;

**Thence** with the east line of the northwest quarter S. 04 deg. 40' 43" W. 2405.53 feet to a ¾ inch iron pin (set) at the northeast corner of a cemetery;

**Thence** with the line of the cemetery N. 84 deg. 35' 17" W. 48.03 feet to a ¾ inch iron pin (set);

**Thence** S. 04 deg. 52' 06" W. 32.20 feet to a ¾ inch iron pin (set);

**Thence** S. 83 deg. 55' 10" E. 48.14 feet to a ¾ inch iron pin (set) on the east line of the northwest quarter;

**Thence** S. 04 deg. 40' 43" W. 71.08 feet to a ¾ inch iron pin (set) at the southeast corner of the northwest quarter;

**Thence** with the south line of the quarter N. 84 deg. 37' 27" W. 1355.56 feet to a mine bolt (found) at the northeast corner of the Howard L. & James S. Meyer 41.384 acre tract recorded in Volume 136, Page 727;

**Thence** continuing with the south line of the quarter and with the north line of said tract N. 84 deg. 23' 43" W. 1296.36 feet to the **PLACE OF BEGINNING**,

**CONTAINING 151.351 acres**, more or less, but subject to all legal highways.

The bearings herein have been based upon that given for the south line of the northwest quarter of Section 12 by deed recorded in Volume 136, Page 727.

Survey and description prepared by Howard B. Stitt, Registered Surveyor No. 5912 on August 26, 1997.

**Prior Instr. Ref:**     **D.V. 161, Page 148, Tract 1 - Parcel 1 (surface)**  
                          **D.V. 161, Page 148, Tract 1 - Parcel 43, Tracts 1 & 2 (#7 coal)**  
                          **O.R.V. 172, Page 765 (new survey)**

**Tax Parcel #20-00311.000**

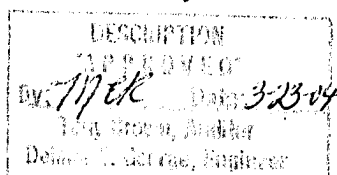
**GRANTOR, THE CONSERVATION FUND, RESERVES UNTO ITSELF**, its successors and assigns, where and to the extent that The Conservation Fund owns and has the rights thereto, all coal and other minerals, **except oil and natural gas**, in and underlying the PREMISES, **TOGETHER** with the right to enter into and upon the PREMISES at all times for the purpose of exploring for and mining and removing all of said coal and other minerals by any surface or underground method of mining or extraction whether now known and practiced or hereafter practiced or with any machinery now or hereafter employed and **TOGETHER** with the right to use and occupy such portions of the PREMISES as may be necessary or convenient for the aforesaid purposes and the free and uninterrupted right and right of way into, through and under the premises described above, at such points and in such manner as may be convenient or necessary for the purpose of all operations in said coal and other minerals and in the horizons thereof, and in the strata above or below said coal and other minerals, and in other coal and minerals now owned or hereafter acquired by GRANTOR, its successors or assigns, including the right to explore, test, drill, dig, mine, drain, ventilate, transport and carry away said coal and other minerals and other materials and other coal and minerals and materials now owned or which may hereafter be acquired by GRANTOR, its successors or assigns, without being required to leave or provide subjacent or lateral support for the overlying strata or surface or anything therein, thereon or thereunder, including structures or improvements now or hereafter erected thereon; hereby waiving and releasing all surface damages and damages of any sort howsoever caused arising from the removal of, and all operations in, said coal and other minerals by GRANTOR, its successors or assigns, or arising from any and all physical conditions now present or which may hereafter develop in, about and/or above said coal and other minerals or horizons thereof. It is understood and agreed that the rights hereinbefore mentioned are in enlargement and not in restriction of the rights incidental to the mineral estate and ownership of said coal and other minerals; **RESERVING, HOWEVER, unto GRANTOR, THE CONSERVATION FUND**, its successors and assigns, ten percent (10%) of all oil and natural gas royalty fees if and when said oil and/or natural gas is developed.

**This conveyance, however, is made subject to the following restrictive covenant which shall run with the land in perpetuity and shall be enforceable by the GRANTOR, its successors and assigns, to-wit:**

**No structure other than a single structure to be used for residential and/or recreational purposes and having not more than three thousand (3000) square feet may be constructed on the above described premises.**

By accepting this deed GRANTEE acknowledges that he has inspected the premises and is acquiring the same as a result of such inspection in its present condition and circumstance.

**UNDER AND SUBJECT** to any and all exceptions, reservations, restrictions, easements, rights of way, highways, estates, covenants and conditions apparent on the premises or shown by instruments of record.



2<sup>nd</sup> EXECUTED by The Conservation Fund, a Maryland nonprofit corporation, this  
day of March, 2004, by its duly authorized officer.

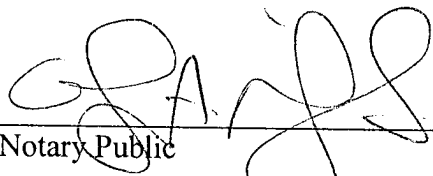
## THE CONSERVATION FUND

By Its Exec. VP

Commonwealth

STATE OF VirginiaCOUNTY OF Arlington, SS:

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of  
March, 2004, by Richard L. Erdmann, as  
Executive Vice President of The Conservation Fund, on behalf of the corporation.

  
Notary Public Carolyn A. Niedzinski  
My commission: 3/31/04

This Instrument Prepared By:  
GEOFFREY B. MOSSER  
Attorney at Law  
232 South Main Street  
P.O. Box 265  
Cadiz, Ohio 43907  
740-942-2127