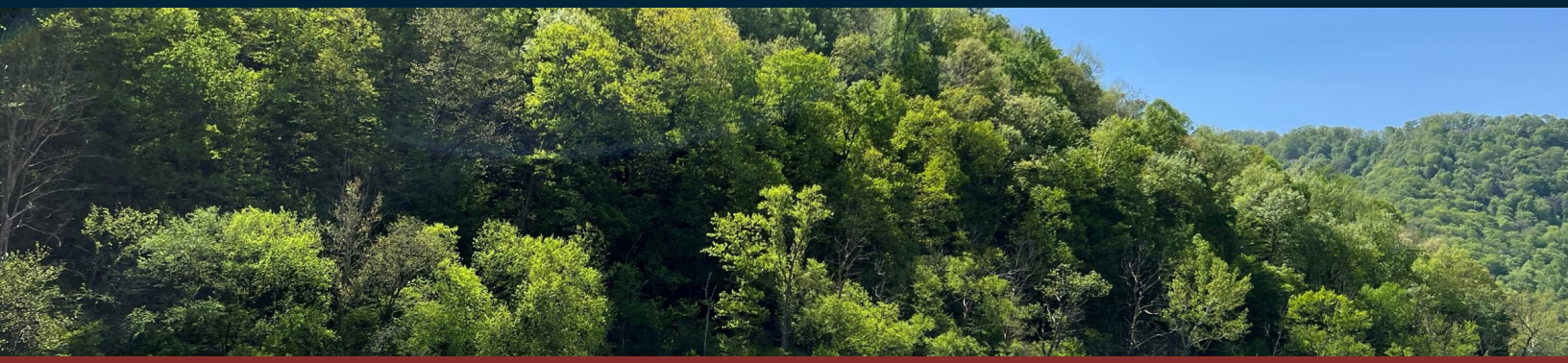


ACTIVE · SET PRICE

# TA Deitz Estate

± 2,000 Acres | Fayette County | West Virginia | Near Gauley Bridge

*Expansive1999.69-acre Estate with Income Potential and 2.6 Miles of Riverfront Access in Fayette County, WV.*

| PRICE | PRICE / ACRE | ACREAGE |
|---|---|---|
| $1,789,723 | $895 | ± 2,000 |

## PROPERTY OVERVIEW

Nestled in the heart of Fayette County, West Virginia, the TA Deitz Estate offers an expanse of 1,999.69 acres. This remarkable property, positioned one mile north of Gauley Bridge, about 40 miles east of Charleston and approximately 16 miles west of Fayetteville, promises an unparalleled blend of natural beauty and outdoor opportunities. This 1,999.69-acre tract of mixed hardwood timberland and mineral-rich land lies on the the Gauley River, offering a stunning 2.6 miles of direct riverfront access along it's serene banks. Starting approximately one mil...

## PROPERTY DETAILS

**TYPE**
Conservation (Wildlife) · Recreation (ATV-UTV) · Timberland (Mixed Hardwood)

**ACCESS**
ATV · Dirt Road · Gravel Road · Legal Access

**UTILITIES**
Electric

**WATER FEATURES**
Creeks / Streams · River Front · River Access

**VIEWS**
Timber · River · Mountains

**IMPROVEMENTS**
Roads

**COUNTY TAX PARCEL IDS**
03-16-2

**DOCUMENTS INCLUDED**
Topo Map · Aerial Image Map · Location Map · Survey Plat Map · Sellers Disclosure Statement · Right of Way Document · Right of Way Document

## LOCATION



Fayette County, West Virginia



Scott Bosley
Broker in Charge, WV
O: 304.929.3412 C: 304.228.5552
scott.bosley@afmforest.com
Principal Broker: Scott Bosley (West Virginia)

SCAN TO VIEW

Information contained herein was obtained from sources deemed reliable, but American Forest Management, Inc. makes no warranty or guarantee as to its accuracy. Acreage is approximate and based on available records; prospective purchasers are urged to independently verify all information. Property is subject to prior sale, price change, or withdrawal without notice. Generated November 2, 2026 · https://www.afmrealestate.com/properties/1999.69-acres-land-for-sale-in-fayette-county-west-virginia/midvale-colliery-company-and-ta-deitz-estate-property

# Property Photos

TA Deitz Estate · Fayette County · West Virginia · Near Gauley Bridge











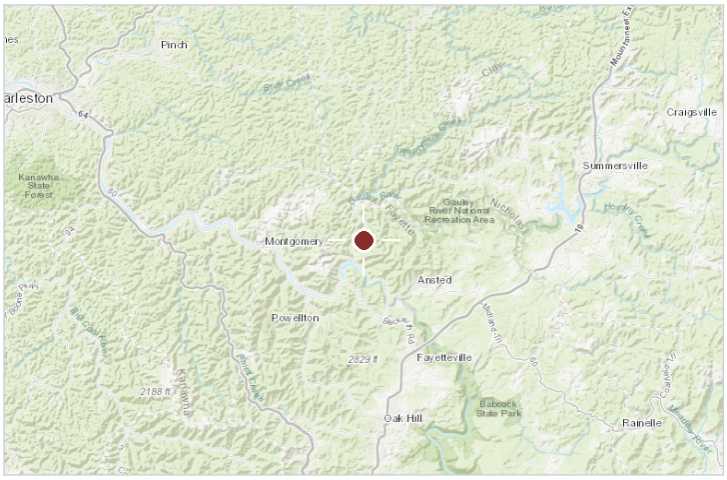


# Location & Access

TA Deitz Estate · Fayette County · West Virginia · Near Gauley Bridge



Aerial imagery centred on the tract. Boundaries shown elsewhere in this package are approximate and for illustration only.




Regional locator

COUNTY & STATE

Fayette County, West Virginia

NEAREST CITY

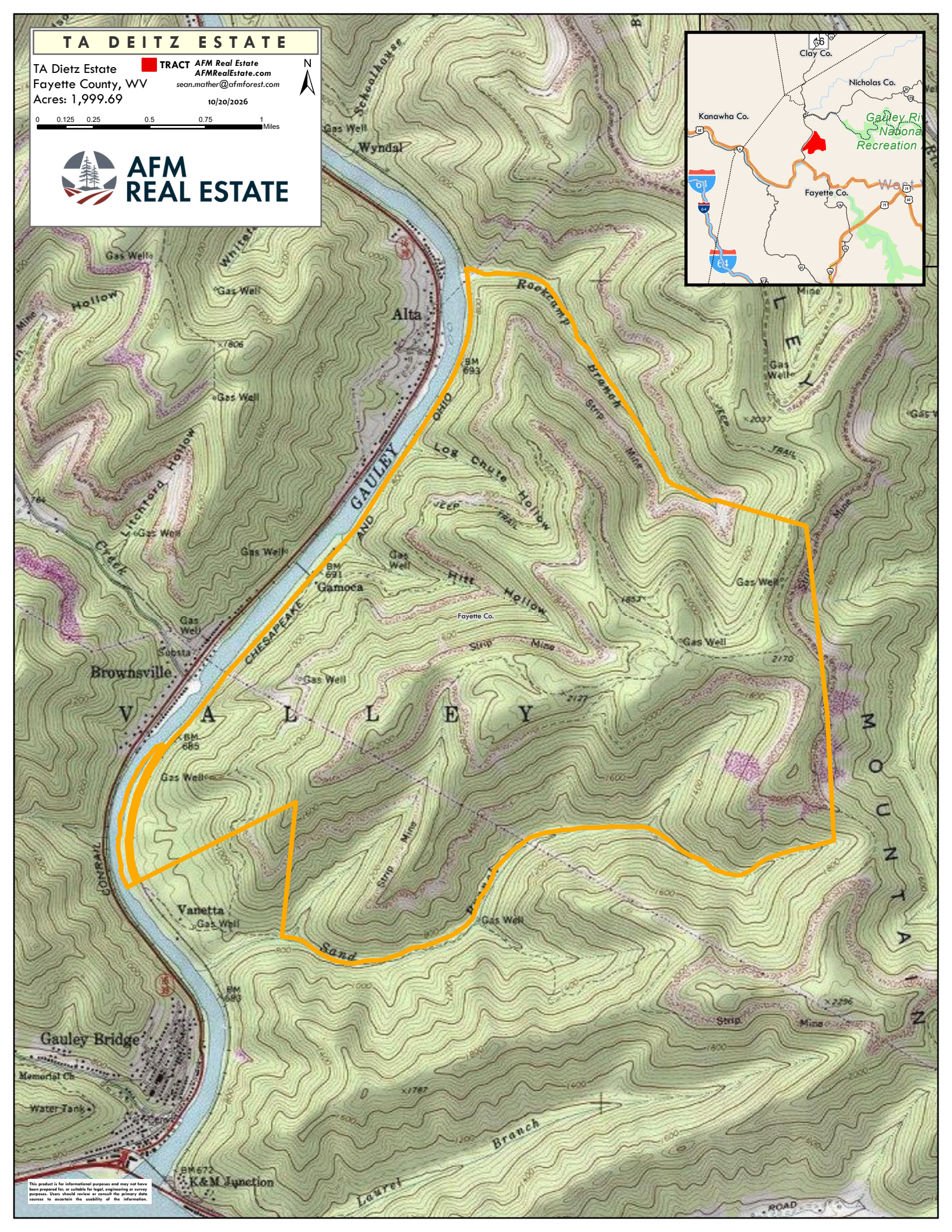
Gauley Bridge

APPROXIMATE CENTRE

38.188, -81.17934

COUNTY TAX PARCEL IDS

03-16-2


TA DEITZ ESTATE
TA Dietz Estate
Fayette County, WV
Acres: 1,999.69
TRACT
AFM Real Estate
AFMRealEstate.com
sean.mather@afmforest.com
10/20/2026
N
0 0.125 0.25 0.5 0.75 1 Miles
AFM REAL ESTATE
Clay Co.
Nicholas Co.
Kanawha Co.
Fayette Co.
Gauley River National Recreation
Alta
Wyndal
Gamoca
Brownsville
Vanetta
Gauley Bridge
K&M Junction
Rockcamp Branch
Log Chute Hollow
Hitt Hollow
Litchford Hollow
Sand Branch
Laurel Branch
Strip Mine
Gas Well
GAULEY
CHESAPEAKE AND OHIO
CONRAIL
V A L L E Y
M O U N T A I N
This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering or survey purposes. Users should review or consult the primary data sources to ascertain the usability of the information.

# TA DEITZ ESTATE

TA Dietz Estate
Fayette County, WV
Acres: 1,999.69

TRACT

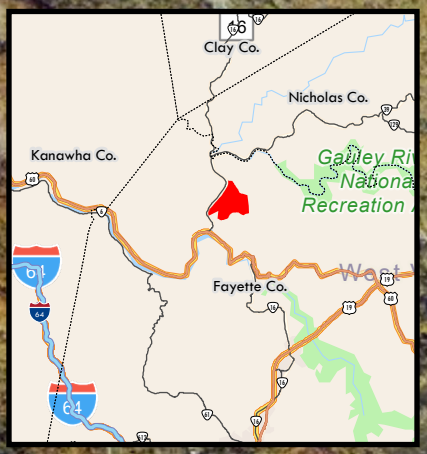
AFM Real Estate
AFMRealEstate.com
sean.mather@afmforest.com

10/20/2026

N

0 0.125 0.25 0.5 0.75 1 Miles

AFM REAL ESTATE

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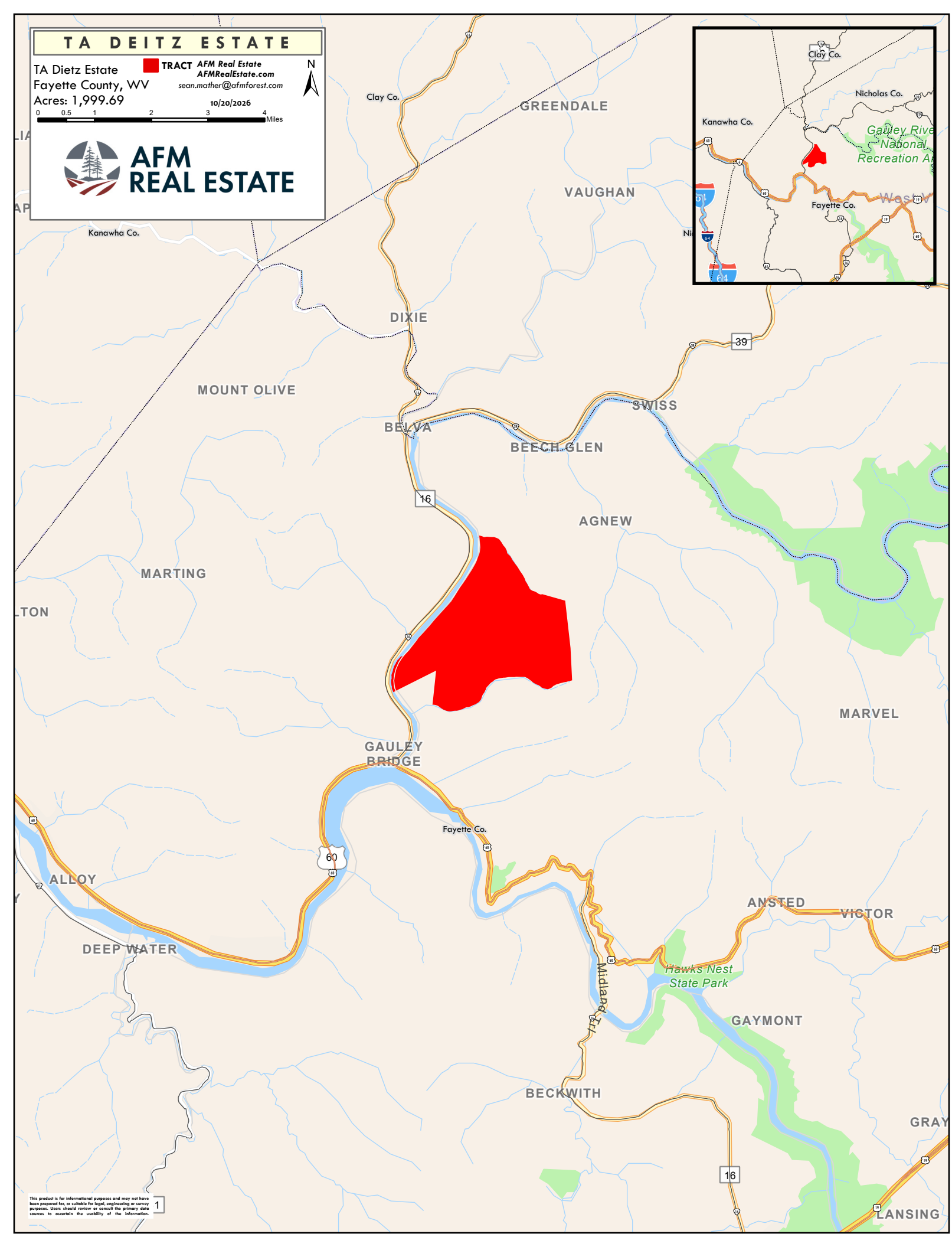
TA DEITZ ESTATE
TA Dietz Estate
Fayette County, WV
Acres: 1,999.69
TRACT
AFM Real Estate
AFMRealEstate.com
sean.mather@afmforest.com
10/20/2026
0 0.5 1 2 3 4 Miles
N
AFM REAL ESTATE
Clay Co.
GREENDALE
VAUGHAN
Kanawha Co.
DIXIE
MOUNT OLIVE
BELVA
BEECH GLEN
SWISS
AGNEW
MARTING
MARVEL
GAULEY BRIDGE
Fayette Co.
ALLOY
DEEP WATER
ANSTED
VICTOR
Hawks Nest State Park
Midland Trl
GAYMONT
BECKWITH
GRAY
LANSING
39
16
60
Nicholas Co.
Gauley River National Recreation Area
This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering or survey purposes. Users should review or consult the primary data sources to ascertain the usability of the information.

# MIDVALE COLLIERY COMPANY AND THE T.A. DEITZ ESTATE LAND

ON GAULEY RIVER

FALLS DISTRICT, FAYETTE COUNTY, WEST VIRGINIA

SCALE 1 500 0 1 2 3 4 5 6 7 8 9 10

Feb. 1964

TRACT I
MIDVALE COLLIERY COMPANY
1506. ACRES
0.12
62.
1576 62

2 56
1574 06

TRACT III
MIDVALE COLLIERY COMPANY
LYNCHBURG TRACT
C. & O. LOT
RADER LOT
FROM TRACT III

| | |
|---|---|
| TOTAL | |
| R.R. R.O.W. | 0.52 |
| HADDAD | 0.99 |
| SYDNOR | 0.98 |
| STATE ROAD | 0.07 |
| TOTAL OUT TR. | 2.56 |
| ADJUSTED ACREAGE | |
| COLOR | |

TRACT II
T.A. DEITZ ESTATE
1780 68 ACRES

| | |
|---|---|
| TYLER TRACT | 65. |
| G. & E. RAIL ROAD | 120. |
| RIGGS | 63.30 |
| FROM TRACT III | 202898 |
| TOTAL | 29.29 |
| LESS R. R. R.O.W. | 1999 69 |
| ADJUSTED ACREAGE | |
| COLOR | |

TRACT IV
MIDVALLE COLLIERY CO.
ACRES IN TRACT 1065. ACRES
LESS RR. R.O.W. 20.36
ADJUSTED ACREAGE 1044. 64
COLOR

COMPILED FROM EXISTING MAPS AND DEEDS BY
W. V. KINCAID MINING ENGINEER
ANSTED W. VA.

AFM Real Estate
Seller's Disclosure/Profile Statement

1. **SELLER(S) Name(s):** Deitz T A

2. **PROPERTY ADDRESS:** Fayette Co., WV - Valley District (03) Map 16 Parcel 02. Rt. 39 north of the town of Gauley Bridge on the east side of the Gauley River.

3. **NOTICE TO BUYER AND SELLER:**
This disclosure/profile statement is designed to assist Seller in disclosing to a buyer all known facts that materially and adversely affect the value of the Property being sold and that are not readily observable. The listing real estate broker, the selling real estate broker and their respective licensees will also rely upon this information when they evaluate, market and present Seller's property to prospective purchasers. This is a disclosure of Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute for any inspections or warranties that Buyer may wish to obtain. It is not a warranty of any kind by Seller or a warranty or representation by the listing broker, the selling broker, or their affiliated licensees.

| | Yes | No | Don't Know |
|---|---|---|---|
| **4. LOCAL AREA** | | | |
| **A.** Are you aware of any condition or proposed change in your area or neighborhood that could adversely affect the value or desirability of the property, such as noise, or other nuisance, or threat of condemnation? ..... | | | X |
| **B.** Are there any private or undedicated roadways for which owner may have financial responsibility? ..... If "Yes", explain in detail under **"ADDITIONAL EXPLANATIONS"**. | | | X |
| **5. OTHER DISCLOSURES** | | | |
| **A.** Are there any easements other than those which are readily visible and/or which are necessary? ..... | | | X |
| **B.** Has any usage been granted to, including but not limited to, the following: hunters, fishermen, or others? ..... | | X | |
| **C.** Will conveyance of this Property include all mineral, oil and timber rights? ..... | X | | |
| **D.** Are there any governmental allotments committed? ..... | | | |
| **E.** Have any licenses/usage permits been granted for, but not limited to, crops, minerals, water, grazing or timber? ..... | | X | |
| If any of your answers in this section are "Yes", explain in detail under **"ADDITIONAL EXPLANATIONS"**. | | | |
| **6. TOXIC SUBSTANCES** | | | |
| **A.** Are there any underground tanks or toxic substances on the property (structure or soil) such as farm chemicals, fertilizers, pesticides, ungicides, herbicides, etc., asbestos, polychlorinated biphenyls, ureaformaldehyde, methane gas, radioactive material, radon, lead paint, or others?..... | | | X |
| **B.** Has the property been tested for radon or any other toxic substances? ..... | | X | |
| If any of your answers in this section are "Yes", explain in detail under **"ADDITIONAL EXPLANATIONS"**. | | | |
| **7. OTHER MATTERS** | | | |
| **A.** Is there any existing or threatened legal action affecting the property? ..... | | X | |
| **B.** Do you know of any violations of local, state, or federal laws/regulations or non-conforming use? ..... | | X | |
| **C.** Have you received any notices by any governmental or quasi-governmental agency affecting the property (including, but not limited to, road changes, zoning changes, assessments, etc.)? ..... | | X | |
| **D.** Do you know of the presence of an endangered species or wetlands violations? ..... | | | X |
| If any of your answers in this section are "Yes", explain in detail under **"ADDITIONAL EXPLANATIONS"**. | | | |

8. **ADDITIONAL EXPLANATIONS**

CONVEYANCE OF MINERAL, OIL, TIMBER RIGHTS.

**9. SELLER'S REPRESENTATION**

The undersigned Seller represents that the information set forth in the foregoing disclosure statement is accurate and complete. Seller does not intend this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes Broker to provide this information to prospective buyers of the Property and to real estate brokers and their affiliated licensees. Seller understands and agrees that Seller will notify Broker immediately if any information set forth in this disclosure statement becomes inaccurate or incorrect in any way through the passage of time.

Seller: WesBanco Trust & Investment Services (A Division of WesBanco Bank, Inc.) TRUSTEE Date: 4-28-2026

Seller: Thomas D Barsody Date: _____

**10. RECEIPT AND ACKNOWLEDGEMENT OF BUYER**

**A.** I have carefully inspected the Property. I have been advised to have the Property examined by professionals representing the Buyer and I acknowledge that neither any broker nor affiliated licensee involved in this transaction is an expert at detecting toxic substances or repairing physical defects in the Property.

**B.** I understand that unless stated otherwise in my Purchase and Sale Agreement with Seller, the Property is being sold in its present condition only, without warranties or guarantees of any kind by Seller or any broker or affiliated licensee. I state that no representations contrary to the condition of the property are being relied upon by me except as disclosed above or stated within the Purchase and Sale Agreement.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

# RIGHT OF WAY AGREEMENT
## (Administrative)

THIS RIGHT OF WAY AGREEMENT ("Agreement"), made this 1st day of November, 1997, by and between IMPERIAL COLLIERY COMPANY, a West Virginia corporation ("Imperial"); MIDVALE COLLIERY COMPANY, a West Virginia corporation ("Midvale"); and BANK ONE, WEST VIRGINIA, N.A., a national banking association, as Trustee Under the Last Will and Testament of T. A. Deitz, Deceased (the "Trustee"), Midvale and the Trustee being hereinafter referred to collectively as the "Grantees";

WHEREAS, Imperial is the owner of real property on or near Gauley Mountain, and on Rich Creek and Gauley River in Fayette County, West Virginia, which property is hereinafter referred to as the "Imperial Property", an outline of which is generally shown on the map attached hereto marked Appendix A; and

WHEREAS, Grantees separately own tracts of land adjoining the Imperial Property, which tracts (hereinafter referred to as "Grantees Property"), an outline of which is generally shown on the map attached hereto marked Appendix A, are described in an Agreement of Lease dated May 1, 1967, between Midvale, The Charleston National Bank, a national banking association, as sole remaining trustee under the Last Will and Testament of T. A. Deitz, Deceased (predecessor to the Trustee) and Imperial; and

545
541

WHEREAS, Grantees desire to obtain from Imperial a right of way over the Imperial Property for the purposes set out hereafter.

NOW, THEREFORE, THIS EASEMENT 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 all of which is hereby acknowledged, Imperial does hereby GRANT and CONVEY to Grantees a nonexclusive right of way for road purposes only over portions of the Imperial Property upon the following terms and conditions:

1. The location of the right of way and easement hereby granted shall be all existing roads, roads hereafter built by Imperial and any roads or road extensions hereafter constructed by Grantees or either of them with the prior written consent of Imperial pursuant to that certain Right of Way Agreement (Timber) of even date herewith between the parties hereto. This right of way shall include the bridge over the Gauley River at Beech Glen, to the extent that Imperial has the right to use such bridge and grant such rights to Grantees. In the event Imperial determines that the portion of CSX railroad right of way no longer in use by the railroad will be used by vehicular traffic rather than for railroad use, then Grantees shall thereupon have the right to use such section under this Easement.

2. The right of way hereby granted may be used only for access to and from the Grantees Property and contiguous additions thereto for inspection, fire fighting and other similar administrative purposes but only with such vehicles as may

be reasonably required therefor, but specifically may not be used for or in connection with any timber, coal, oil, gas or other mineral operations or activities or any commercial or residential purposes; provided that Grantees' personnel (but not Grantees' lessees or licensees or their personnel) may use such right of way for access to inspect coal, oil, gas or other mineral operations or activities of Grantees' lessees or licensees on Grantees Property or contiguous additions thereto.

3. This right of way shall be for the benefit only of Grantees Property and any future contiguous additions to such property. The rights granted hereunder shall be for the benefit of Grantees or either of them and their respective successors and assigns, but such rights shall be used in common with Imperial and its successors and assigns.

4. Any damage done to any road on Imperial Property by Grantees or their respective successors or assigns shall be repaired by Grantees at their sole cost and expense.

5. Grantees shall indemnify, defend and save harmless Imperial, its parent, subsidiary and affiliated companies and persons or entities on the Imperial Property who claim by, through or under Imperial and its or their directors, officers, employees and agents, from and against any and all claims arising out of, connected with or related to Grantees' exercise of their rights hereunder.

6. Grantees' rights hereunder shall be exercised in full compliance with all applicable laws and regulations.

7. The parties hereto acknowledge that the Trustee has constituted Midvale as the agent of Trustee for purposes of administration of this Easement. Imperial shall send all notices or other communications relating to this Easement to Midvale.

IN WITNESS WHEREOF, the parties have caused their respective corporate names to be signed by its proper officers thereunto duly authorized all as of the day and year first above written.

IMPERIAL COLLIERY COMPANY

By _____
Its President

MIDVALE COLLIERY COMPANY

By _____
Its President

BANK ONE, WEST VIRGINIA, N.A.,
as Trustee Under the Last Will and
Testament of T. A. Deitz, Deceased

By _____
Its Senior Vice President

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this 14th day of November, 1997, by C. Lynch Christian, III, the President of IMPERIAL COLLIERY COMPANY, a West Virginia corporation, on behalf of the corporation.

My commission expires March 13, 2005.

Sara Shoner Sawicki
Notary Public

(Notary Seal)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
SARA SHONER SAWICKI
537 CANOE RUN RD.
GASSAWAY, WV 26624
My Commission Expires March 13, 2005

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this 18th day of November, 1997, by Donald C. Pauley, the President of MIDVALE COLLIERY COMPANY, a West Virginia corporation, on behalf of the corporation.

My commission expires August 30, 1999.

Carolyn Carpenter
Notary Public

(Notary Seal)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CAROLYN A. CARPENTER
1135 Maple Drive
Charleston, West Virginia 25320
My Commission Expires Aug. 30, 1999

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this 19th day of November, 1997, by J. Scott Sperry, the Senior Vice President of BANK ONE, WEST VIRGINIA, N.A., a national banking association, as Trustee Under the Last Will and Testament of T. A. Deitz, Deceased, on behalf of the association.

My commission expires June 16, 2003.

K. A. Kaufman
Notary Public

(Notary Seal)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
K. A. KAUFMAN
Bank One, West Virginia, NA
P.O. Box 1113
Charleston, WV 25324-113
My Commission Expires June 16, 2003

This instrument was prepared by William C. Payne, P. O. Box 273, Charleston, West Virginia and Charles Q. Gage, P. O. Box 553, Charleston, West Virginia.

CHASFS2:112204:112208:114735

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**"DECLARATION OF CONSIDERATION OF VALUE"**

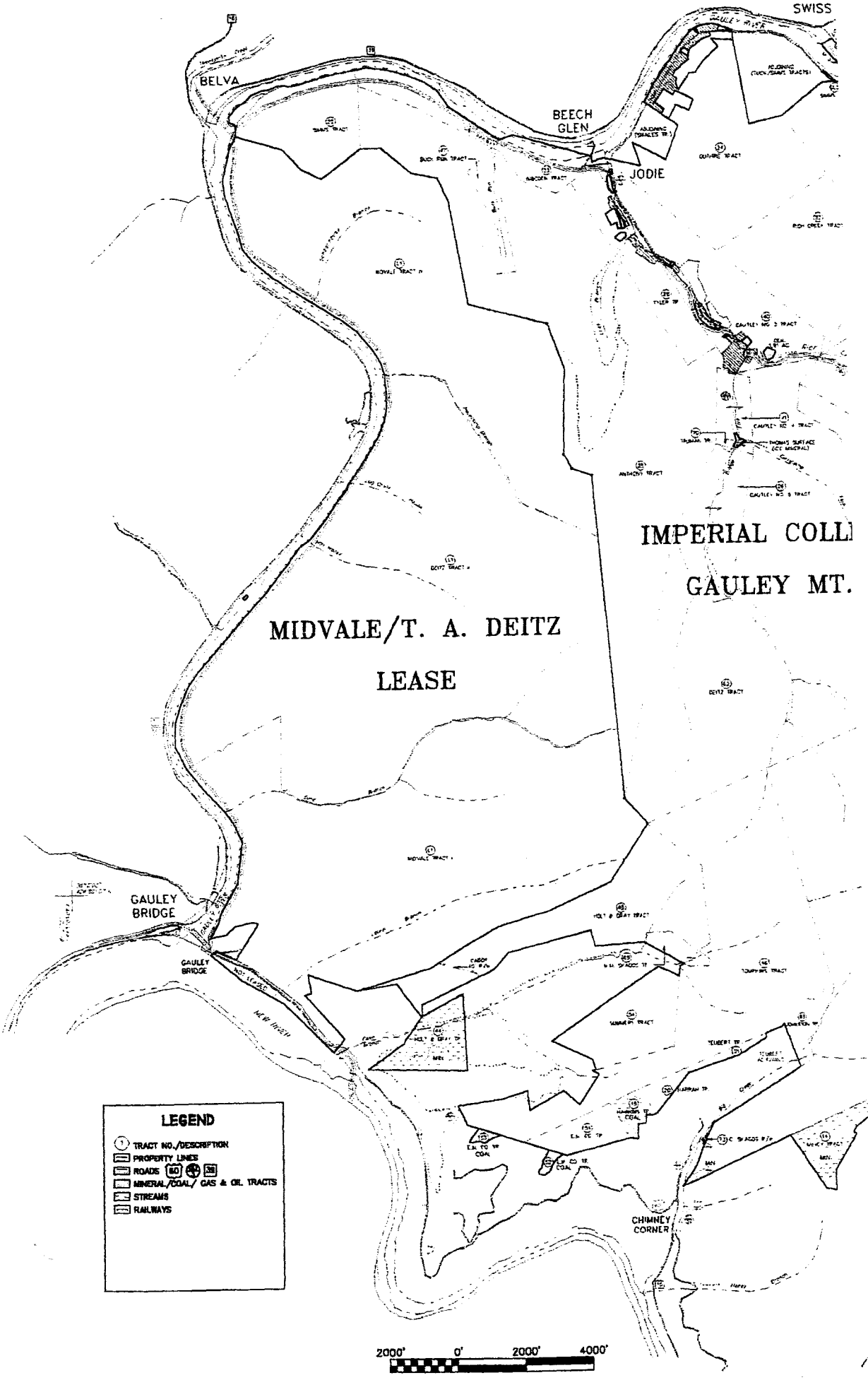
Under the penalties of fine and imprisonment as provided by law the undersigned (grantor-s) (grantee-s) hereby declare the total consideration of the property transferred by the document to which this declaration is appended is ($ Less Than $100.00).

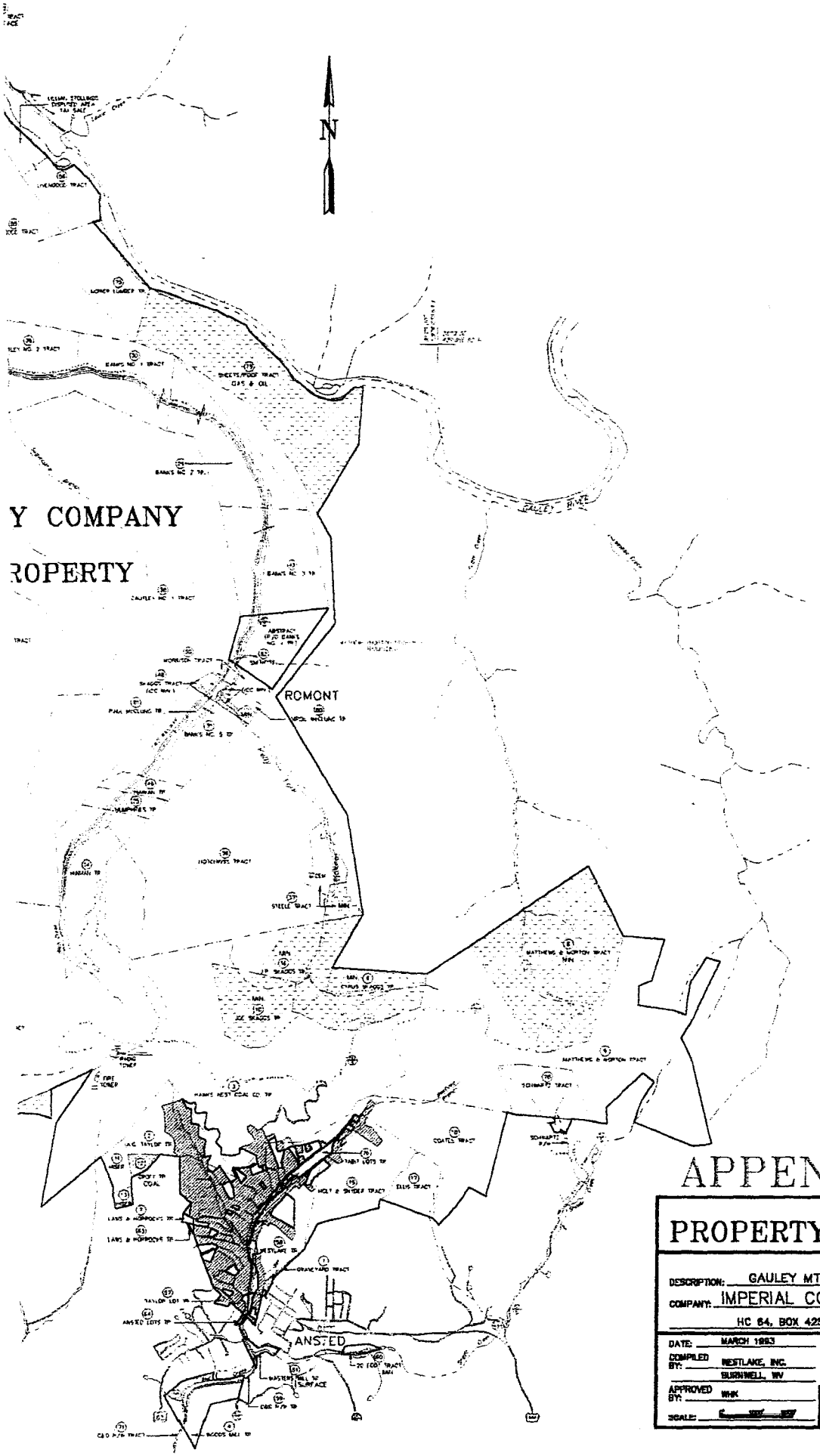
Given under my hand this 9 day of December, 1997.

Len Lyon

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 27284-A

Form approved by State Tax Commissioner


SWISS
BELVA
BEECH GLEN
JODIE
IMPERIAL COLL
GAULEY MT.
MIDVALE/T. A. DEITZ
LEASE
GAULEY BRIDGE
GAULEY BRIDGE
CHIMNEY CORNER
LEGEND
TRACT NO./DESCRIPTION
PROPERTY LINES
ROADS
MINERAL/COAL/ GAS & OIL TRACTS
STREAMS
RAILWAYS
2000' 0' 2000' 4000'




# APPENDIX A

## PROPERTY MAP

DESCRIPTION: GAULEY MT. PROPERTY

COMPANY: IMPERIAL COLLIERY COMPANY

HC 64, BOX 425, BURNWELL, WV 25083

| | |
|---|---|
| DATE: MARCH 1993 | DISTRICT(S): VALLEY/NEW HAVEN |
| COMPILED BY: WESTLAKE, INC. BURNWELL, WV | COUNTY/ STATE: FAYETTE CO., W.VA. |
| | QUAD.(S): GAULEY BRIDGE/ANSTED |
| APPROVED BY: WHK | MAP NUMBER: [illegible] |
| SCALE: [illegible] | REVISION DATE: 11/8/93 |

# RIGHT OF WAY AGREEMENT
## (Timber)

THIS RIGHT OF WAY AGREEMENT ("Agreement"), made this 1st day of November, 1997, by and between IMPERIAL COLLIERY COMPANY, a West Virginia corporation ("Imperial"); MIDVALE COLLIERY COMPANY, a West Virginia corporation ("Midvale"); and BANK ONE, WEST VIRGINIA, N.A., a national banking association, as Trustee Under the Last Will and Testament of T. A. Deitz, Deceased (the "Trustee"), Midvale and the Trustee being hereinafter referred to collectively as the "Grantees";

WHEREAS, Imperial is the owner of real property on or near Gauley Mountain, and on Rich Creek and Gauley River in Fayette County, West Virginia, which property is hereinafter referred to as the "Imperial Property", an outline of which is generally shown on the map attached hereto marked Appendix A; and

WHEREAS, Grantees separately own tracts of land adjoining the Imperial Property, which tracts (hereinafter referred to as "Grantees Property", an outline of which is generally shown on the map attached hereto marked Appendix A, were leased to Imperial for coal mining purposes by Agreement of Lease dated May 1, 1967, between Midvale, The Charleston National Bank, a national banking association, as sole remaining trustee under the Last Will and Testament of T. A. Deitz, Deceased (predecessor to the Trustee) and Imperial, which Agreement of Lease is hereinafter referred to as the "Coal Lease"; and

ADMITTED TO RECORD
DEC 9 2 22 PM 1997
BOOK 545
568

WHEREAS, Grantees desire to obtain from Imperial a right of way over the Imperial Property for the purposes set out hereafter.

NOW, THEREFORE, THIS AGREEMENT 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 all of which is hereby acknowledged, Imperial does hereby GRANT and CONVEY to Grantees a nonexclusive right of way for road purposes only over portions of the Imperial Property upon the following terms and conditions:

1. The location of the right of way hereby granted shall be limited to all existing roads, roads hereafter built by Imperial and any roads or road extensions hereafter constructed by Grantees or either of them with the prior written consent of Imperial. If Grantees or either of them desire to construct a road or extension at no cost to Imperial, application shall be made to Imperial for consent to do so, specifying the location of the proposed road. Imperial must respond within thirty (30) days and consent to the road construction and location shall not be unreasonably withheld. This right of way shall include the bridge over the Gauley River at Beech Glen, to the extent that Imperial has the right to use such bridge and grant such rights to Grantees. In the event Imperial determines that the portion of CSX railroad right of way no longer in use by the railroad will be used by vehicular traffic rather than for railroad use, then Grantees shall thereupon have the right to use such portion under this Agreement.

2. The right of way hereby granted shall be used for access to public roads (including Routes 60/3 and 60/7) but only for traffic related to or in support of timbering operations. At least 30 days before commencing timbering operations, Grantees shall notify Imperial of the commencement date and the location of the roads to be used.

3. This right of way shall be for the benefit only of Grantees Property and any future contiguous additions to such property. The rights granted hereunder shall be for the benefit of Grantees or either of them and their respective successors and assigns, but such rights shall be used in common with Imperial and its successors and assigns.

4. The term of this Agreement shall commence immediately and expire on May 1, 2029, provided, however, that in the event Grantees terminate the Coal Lease on the basis of a Non-Monetary Default by Imperial, then this Agreement shall expire ten (10) years after such termination. As used herein, a "Non-Monetary Default" shall mean a breach of any provision of the Coal Lease except provisions requiring the payment of money, such as the provisions for the payment of tonnage or minimum royalties.

5. Grantees shall pay to Imperial a wheelage fee of Five Dollars ($5.00) for each 1,000 board feet of timber cut from Grantees Property or contiguous additions thereto and hauled over the Imperial Property (excluding haulage by rail over existing, active CSX rail lines which cross the Imperial Property), provided,

however, that until November 1, 2007, no fee shall be payable on the first 500,000 board feet of timber hauled each year (pro rata for any partial year). A full accounting and payment of any sums due hereunder shall be made on or before the 20th day of each month following any month in which timber is so hauled and shall be accompanied by such records as Imperial may reasonably request evidencing the quantity of timber so hauled. On November 1, 2007, and again on November 1, 2017, the wheelage rate shall be adjusted as necessary to reflect the then current market rate for timber wheelage in Central West Virginia. At least ninety (90) days prior to each date, the parties shall communicate regarding the new rate. If the parties fail to agree on the new rate by the adjustment date, upon demand of either party, and as a condition precedent to any other dispute resolution procedure, the issue shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association. If feasible, the arbitrator(s) shall have experience regarding current rates being charged for timber wheelage in Central West Virginia. Until the new rate is established, Grantees shall continue to pay at the rate in effect on the day before the adjustment date, but the new rate, once established, shall be deemed to apply as of the adjustment date and the appropriate retroactive adjustment shall be made.

6. Any damage done to any road on Imperial Property by Grantees or their respective successors or assigns shall be repaired by Grantees at their sole costs and expense.

9. The parties hereto acknowledge that the Trustee has constituted Midvale as the agent of Trustee for purposes of administration of this Agreement. Imperial shall send all notices or other communications relating to this Agreement to Midvale.

IN WITNESS WHEREOF, the parties have caused their respective corporate names to be signed by its proper officers thereunto duly authorized all as of the day and year first above written.

IMPERIAL COLLIERY COMPANY

By C C Christian III
Its President

MIDVALE COLLIERY COMPANY

By Donald D Farley
Its President

BANK ONE, WEST VIRGINIA, N.A.,
as Trustee Under the Last Will and
Testament of T. A. Deitz, Deceased

By
Its Senior Vice President

STATE OF WEST VIRGINIA,

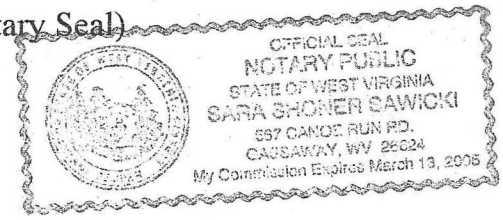
COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this 14th day of November, 1997, by C. Lynch Christian, III, the President of IMPERIAL COLLIERY COMPANY, a West Virginia corporation, on behalf of the corporation.

My commission expires March 13, 2005.

Sara Shoner Sawicki
Notary Public

(Notary Seal)




STATE OF WEST VIRGINIA,

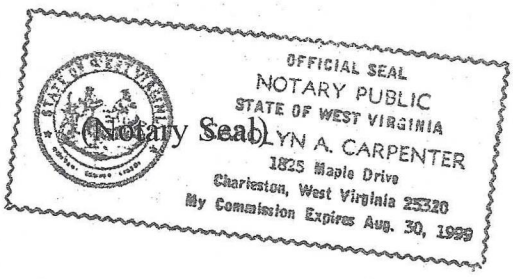
COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this 18th day of November, 1997, by Donald C. Pauley, the President of MIDVALE COLLIERY COMPANY, a West Virginia corporation, on behalf of the corporation.

My commission expires August 30, 1999.

Carolyn Carpenter
Notary Public

(Notary Seal)



STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this 19th day of November, 1997, by J. Scott Sperry, the Senior Vice President of BANK ONE, WEST VIRGINIA, N.A., a national banking association, as Trustee Under the Last Will and Testament of T. A. Deitz, Deceased, on behalf of the association.

My commission expires June 16, 2003.

K A Kaufman
Notary Public

(Notary Seal)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
K. A. KAUFMAN
Bank One, West Virginia, NA
Charleston
My Commission Expires June 16, 2003

This instrument was prepared by William C. Payne, P. O. Box 273, Charleston, West Virginia and Charles Q. Gage, P. O. Box 553, Charleston, West Virginia.

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**"DECLARATION OF CONSIDERATION OF VALUE"**

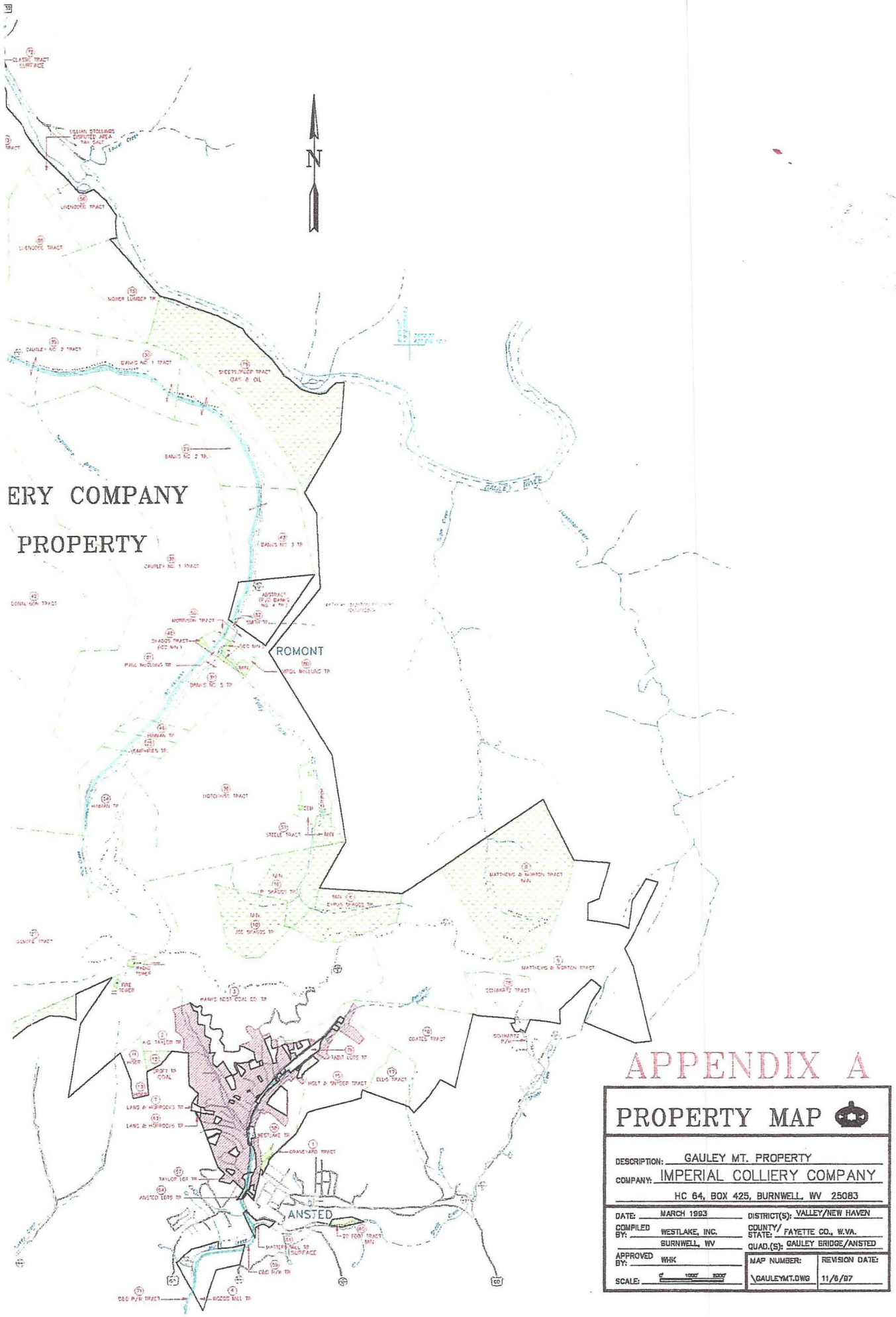
Under the penalties of fine and imprisonment as provided by law the undersigned (grantor-s) (grantee-s) hereby declare the total consideration of the property transferred by the document to which this declaration is appended is ($ Less than $100.00).

Given under my hand this 9 day of December, 1997.

Len Sperry

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 27284-A

Form approved by State Tax Commissioner




# APPENDIX A

## PROPERTY MAP

DESCRIPTION: GAULEY MT. PROPERTY

COMPANY: IMPERIAL COLLIERY COMPANY

HC 64, BOX 425, BURNWELL, WV 25083

| | |
|---|---|
| DATE: MARCH 1993 | DISTRICT(S): VALLEY/NEW HAVEN |
| COMPILED BY: WESTLAKE, INC. BURNWELL, WV | COUNTY/ STATE: FAYETTE CO., W.VA. |
| | QUAD.(S): GAULEY BRIDGE/ANSTED |
| APPROVED BY: WHK | MAP NUMBER: \GAULEYMT.DWG |
| SCALE: 1"=1000' 2000' | REVISION DATE: 11/6/97 |

BOOK 0545 PAGE 535

