

**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

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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 CL Christian Jr
Its President

MIDVALE COLLIERY COMPANY

By Donald G Faulkner
Its President

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

By [Signature]
Its Senior Vice President

STATE OF WEST VIRGINIA,

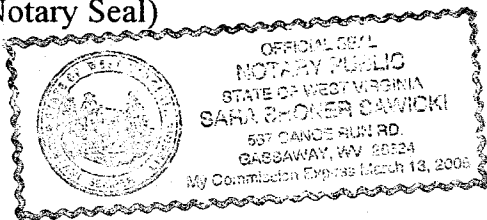
COUNTY OF KANAWHA, to wit:

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 Stoner Zawicki
Notary Public

(Notary Seal)



STATE OF WEST VIRGINIA,

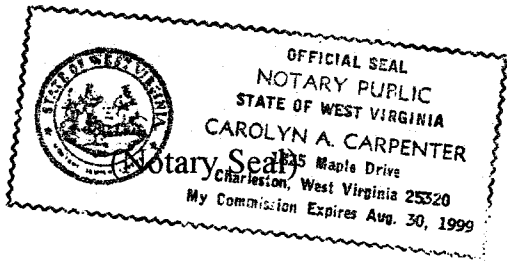
COUNTY OF KANAWHA, to wit:

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 A. Carpenter
Notary Public

(Notary Seal)



STATE OF WEST VIRGINIA,

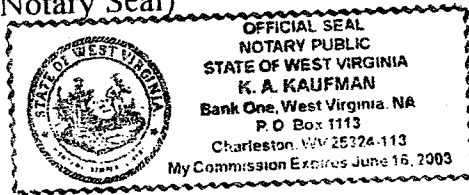
COUNTY OF KANAWHA, to wit:

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)



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.

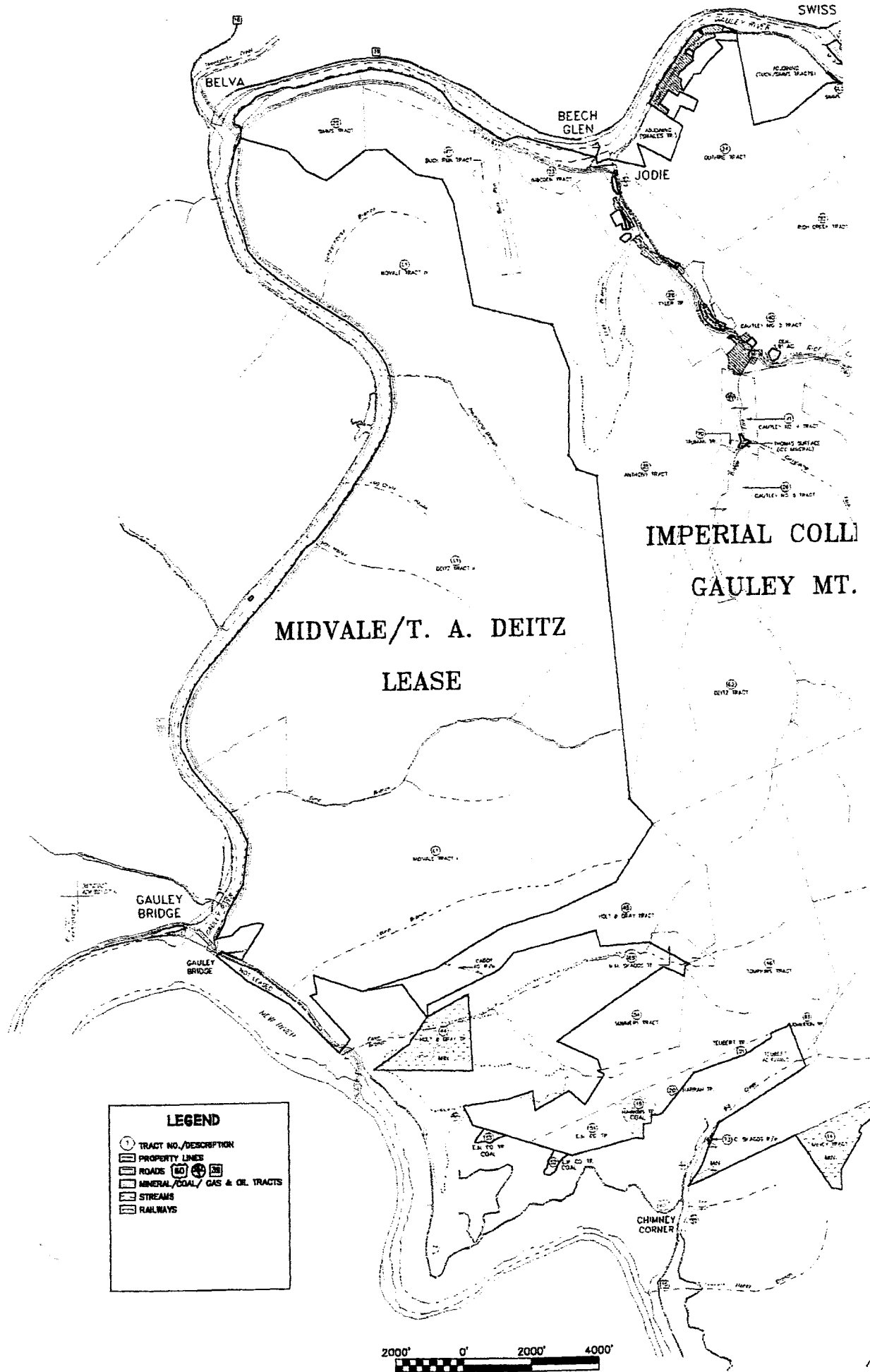
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"DECLARATION OF CONSIDERATION OF VALUE"

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).

Given under my hand this 9 day of December, 19 97

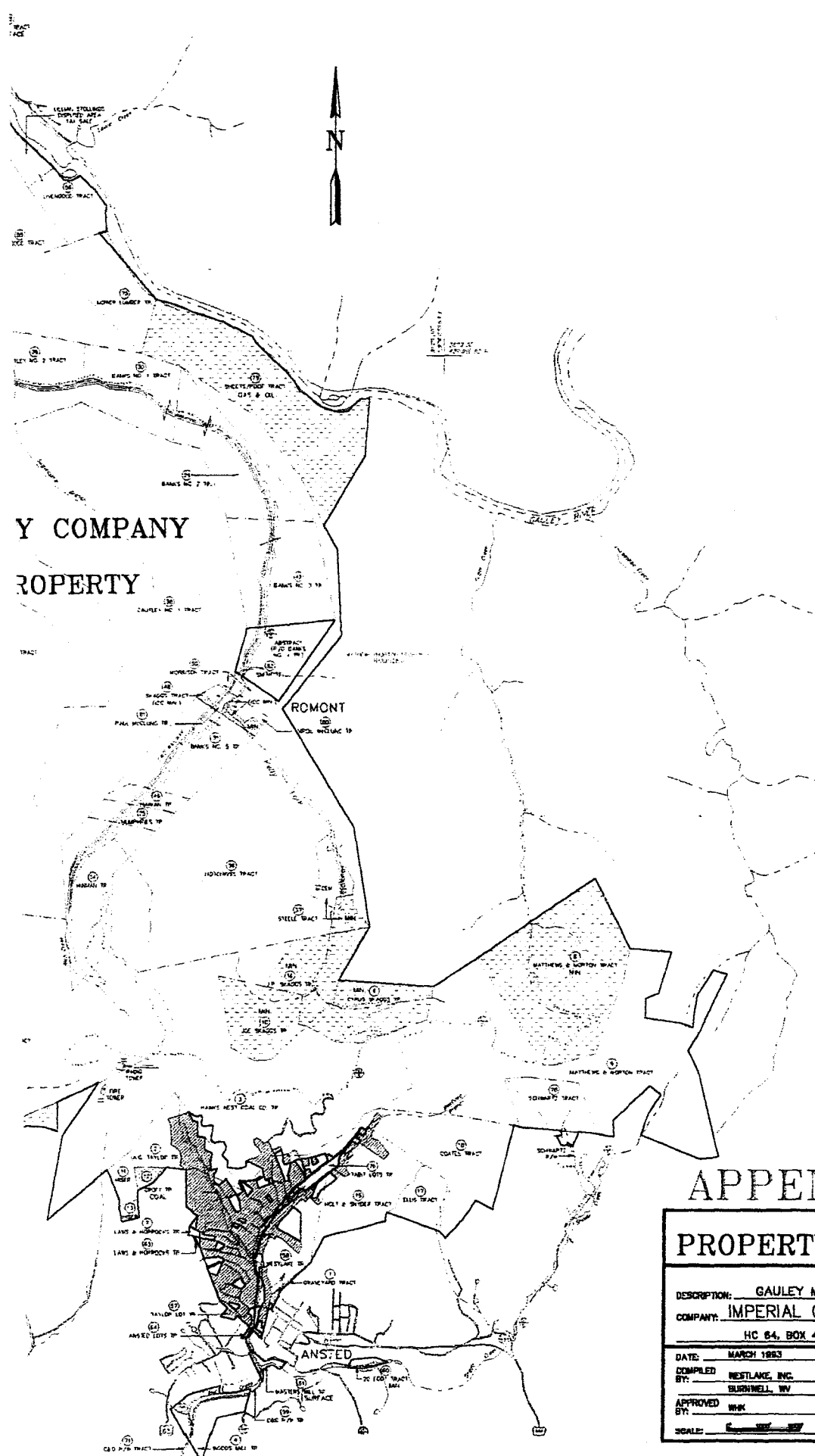
Len Sperry



LEGEND

- ① TRACT NO./DESCRIPTION
- ▭ PROPERTY LINES
- ▭ ROADS
- ▭ MINERAL/COAL/GAS & OIL TRACTS
- ▭ STREAMS
- ▭ RAILWAYS






Y COMPANY
PROPERTY

APPENDIX A

PROPERTY MAP

DESCRIPTION: GAULEY MT. PROPERTY	
COMPANY: IMPERIAL COLLIERY COMPANY	
HC 64, BOX 425, BURNWELL, WV 25083	
DATE: MARCH 1983	DISTRICT(S): VALLEY/NEW HAVEN
COMPILED BY: NESTLAKE, INC.	COUNTY: FAYETTE CO., W.VA.
BURNWELL, WV	STATE: FAYETTE CO./NEW HAVEN
APPROVED BY: WNK	QUAD(S): GAULEY BRIDGE/ANSLED
MAP NUMBER: 11/2/87	REVISION DATE:
SCALE: 	DATE: 11/2/87