

DEED RESTRICTION

THIS DECLARATION OF DEED RESTRICTIONS FOR CONSERVATION ("Declaration") made this _12 day of _Tanvery, 2015, by Appalachia Midstream Services, L.L.C., an Oklahoma limited liability company, hereinafter referred to as "AMS", with an address at PO Box 18355, Oklahoma City, OK 73034-0355;

WITNESSETH:

WHEREAS, AMS is the owner of certain real property located in the Meade District, Map 21 Parcel 0003 Sub Parcel 0000, Map 21 Parcel 0005 Sub Parcel 0000, described in a deed of record in the office of the Clerk of the County Commission, Marshall County at Deed Book 692, Page 286 (hereinafter "the Property"); and

WHEREAS, AMS, having the authority to do so, intends to record this Declaration in order to restrict subsequent disturbance and/or development of that certain portion of the surface of the Property described on Exhibit A attached hereto (the "Conserved Area");

WHEREAS, the Conserved Area possesses open space and natural values (collectively, "Conservation Values") of great importance to AMS, the people of Marshall County, and the people of the State of West Virginia, and all current and future generations of mankind; and

WHEREAS, preservation of the Conserved Area is consistent with a central objective of a Consent Decree in the matter of *United States v. Chesapeake Appalachia, L.L.C.*, 5:12-cr-00030-FPS (N.D.W.V.), Civil Action No. 5:13-CV-170 ("CALLC CD"), AMS agrees that USACE, EPA, and WVDEP, and their successor agencies (collectively "Third Parties"), are third-party beneficiaries under this Declaration, except that nothing herein creates a property interest in the Federal Government or the State of West Virginia with regard to the Conserved Area:

NOW THEREFORE, AMS hereby agrees that the Conserved Area shall be subject in perpetuity to the following conveyances, covenants and restrictions:

- This Declaration shall be a burden upon and shall run with the Conserved Area, and shall bind AMS, its successors and assigns, in perpetuity. AMS, or CALLC on behalf of AMS, shall record this Declaration in the Land Records of the county or counties where the Property is located within sixty (60) days of the effective date of this Declaration. AMS shall provide CALLC and Third Parties with proof of recordation and give notice of this Declaration to current record title holders of easements in the Conserved Area within thirty (30) days of recording by the County Clerk.
- The following activities are prohibited in the Conserved Area, except as necessary for the
 control of alien invasive or noxious plant or animal species or as necessary to accomplish
 restoration and/or mitigation described in Paragraph 7:
 - Removal, excavation, dredging, or disturbance of the surface;

Jan Pest
MARSHALL County 02:11:31 PM
Instrument No 1372906
Date Recorded 02/10/2015
Document Type HIS
Pages Recorded 8
Book-Page 24-320
Recording Fee \$8.00
Additional \$6.00

Jan Pest
HARSHALL County 02:30:28 PM
Instrument No 1373065
Date Recorded 02/12/2015
Document Type MIS
Pages Recorded 18
Book-Page 24-333
Recording Fee \$18.00
Additional \$7.00

- Dumping of, storage of, or filling with soil, rock, biological material, trash, ashes, garbage, waste, or other materials;
- Draining, impounding, or impairing the flow or circulation, or reducing the reach
 of waters, including wetlands; or any other discharge or activity requiring a
 permit under applicable clean water or water pollution control laws and
 regulations, as amended;
- d. Installation of above ground structures;
- e. Below ground structures within 10 feet of the surface elevation;
- Placement of pavement or other impervious materials;
- Alteration of the existing pattern of vegetation through removal, destruction, or planting of vegetation;
- h. Except to the extent necessary to return the Conserved Area to a use consistent with its use prior to Chesapeake Appalachia, LLC's ("CALLC's") initial entry onto the Conserved Area, conversion of, or expansion into, any portion of the Conserved Area for use of agricultural, horticultural, aquacultural, silvicultural, livestock production, or grazing activities. This prohibition also includes conversion from one type of these activities to another (e.g., from agricultural to silvicultural);
- i. The use of fertilizers, herbicides or pesticides;
- rj. Removal, clearing, pruning, or mowing of live vegetation, including trees, unless the entity or person demonstrates that such removal will result in habitat enhancement or to prevent a safety hazard, and the entity or person desiring to make the change has received written approval of the West Virginia Department of Environmental Protection;
- k. The use of the Conserved Area to provide required open space for the development or subdivision of another property or to determine any other permissible residential, commercial or agricultural uses of another property; or any legal or de facto division, subdivision or portioning of the Conserved Area;
- Any other use of or activity in the Conserved Area that is inconsistent with the purpose of this Declaration.
- It is the purpose of the Declaration to assure that the Conserved Area will be maintained
 as such and to prevent any unauthorized disturbance and/or development to the
 Conserved Area.

- 4. Notwithstanding any provisions to the contrary, this Declaration is subject to and subordinate to any existing and duly recorded rights with respect to the Conserved Area. All structures, infrastructure, as well as all pre-existing easements or other duly recorded rights in the Conserved Area identifiable through a title search extending to documents placed of record within twenty (20) years prior to the date of this Declaration, shall be indicated on Exhibit A, which is attached to this instrument and includes a copy of the most recent property deed for the Property and a legal description sufficient to identify the boundaries of the Conserved Area. AMS certifies that to AMS's actual knowledge, there are no previously granted easements existing in the Conserved Area that interfere or conflict with the purpose of this Declaration.
- All mortgages and deeds of trust granted or entered into after the date hereof affecting the Conserved Area will be subordinate to this Declaration.
- 6. The Conserved Area is subject to the CALLC CD. Each deed, title or other instrument conveying an interest in the Conserved Area shall contain a notice stating that the Property is subject to the CALLC CD and shall reference the recorded location of the CALLC CD and any restrictions applicable to the Property under the CALLC CD.
- CALLC and Third Parties shall have the right to:
 - a. enter only upon the Conserved Area for the purpose of inspecting the Conserved Area to determine compliance with the purposes and terms of this Declaration, or for any other purpose authorized by this Declaration or by the CALLC CD. When practicable, such entry shall be upon prior reasonable notice to the property owner. This right of entry is in addition to and does not limit any right of entry otherwise granted by Federal or State law;
 - take any and all action within the Conserved Area necessary to address a situation that poses an immediate risk to health, life, property or the environment; and
 - take any and all action within the Conserved Area required by Federal or State law or approved by the Third Parties.
- 8. This Declaration is for conservation purposes and shall run with and burden the Conserved Area in perpetuity, and the Third Parties, their successors and assigns, shall have the discretionary right to enforce the same at law or in equity, and the right to enter the Conserved Area at a reasonable time and in a reasonable manner in order to monitor compliance herewith.

In the event of a breach of this Declaration by Grantor or another party, Third Parties shall notify the current owner of the Conserved Area of the breach. If the owner fails to take corrective action within 60 days of such notice, Third Parties may undertake actions to effect such corrective action, including bringing a judicial action against any person(s) or entity(ies) violating or attempting to violate this Declaration: provided, however, that no violation of this Declaration shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing party shall be entitled to a complete restoration for any violation, as well as any

other judicial remedy such as civil penalties. The costs of breach, correction and/or restoration, including Third Parties' expenses, court costs, and attorney's fees, shall be paid by the owner, provided the owner is determined to be responsible for the breach. Enforcement shall be at the discretion of Third Parties, and no omissions or delay in acting shall constitute a waiver of any enforcement right.

These rights are in addition to, and shall not limit, enforcement rights available under other provisions of law or equity, under any applicable permit or certification, or under the CALLC CD.

- 9. CALLC and/or its contractors shall have the right to only enter upon the Conserved Area for the purpose of performing any work required by a restoration or mitigation plan approved under the CALLC CD, including construction, planting, maintenance, monitoring, long-term management, or any other restoration, enhancement, or mitigation work specified therein, provided such work is conducted in accordance with such approved plan.
- 10. AMS reserves to itself, its successors or assigns, all rights as owners of the Property, including the right to engage in all uses of the Conserved Area not inconsistent with the purpose and terms of this Declaration.
- 11. The owner of the Conserved Area shall provide CALLC and Third Parties written notice of any transfer or change in ownership of, or of the execution of any subsequent easement affecting, any portion of the Conserved Area, including but not limited to the name and address of the new owner or easement holder no later than thirty (30) days after the execution of such transfer, change, or execution.
- 12. The terms, conditions, restrictions and purposes of this Declaration will be inserted in any subsequent deed, subdivision deed, lease, sub-lease or other legal instrument by which AMS divests itself of any interest in any portion of the Conserved Area. Notwithstanding the failure of AMS to include the terms and restrictions of this instrument, it shall run with the land and be binding on all heirs, successors and assigns.
- 13. Notwithstanding anything contained herein to the contrary, any modification or termination of this Declaration shall require the prior written approval of the Third Parties. Amendments to this Declaration must be in writing, and must be consistent with the conservation purposes of this Declaration. The owner of the Conserved Area shall record any modification or termination of this Declaration in the Land Records of the county or counties where the Conserved Area is located within sixty (60) days of executing such a modification or termination. AMS shall provide CALLC and Third Parties with proof of recordation within thirty (30) days of recording by the County Clerk.
- 14. For any modification, transfer, conveyance, or assignment accomplished under paragraph 11, a party desiring to make such change shall amend this instrument by preparing and submitting:

- A revised plan and metes and bounds description for the area to be preserved under the Declaration (hereinafter the "Modification Documents"); and
- b. An Amended Declaration of Deed Restrictions that reflects the modifications to the original Declaration, the justification for the modification, and that also includes the deed book and page of the title deed for the property or properties subject to the modified Declaration set forth in the Modification Documents.
- 15. The owner of the Conserved Area shall record the documents listed in paragraph 13, above, in the same manner and place as this original Declaration was recorded.
- 16. Miscellaneous.
 - The laws of the State of West Virginia shall govern the interpretation and performance of this Declaration.
 - b. If any provision of this Declaration or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
 - c. The covenants, terms, conditions and restrictions of this Declaration shall continue as a servitude running in perpetuity with the Conserved Area.
 - d. The captions in this Declaration have been inserted solely for convenience of reference and are not a part of this Declaration and shall have no effect upon construction or interpretation.
 - e. The covenants, terms, conditions, restrictions and purposes imposed with this Declaration shall not only be binding upon AMS but also upon its agents, personal representatives, executors, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Conserved Area.
- 17. Any notice, demand, request, consent, approval or communication under this Declaration shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To AMS:

Attention: Legal Department Appalachia Midstream Services, LLC

PO Box 18355\Oklahoma City, OK 73154-0355

 Manager of Environment Appalachia Midstream Services, LLC PO Box 18355 Oklahoma City, OK 73154-0355

To CALLC:

- (2) Chief Compliance Officer Chesapeake Appalachia, LLC 6100 N. Western Ave. Oklahoma City, OK 73118
- (3) H. David Gold Wilmer Cutler Pickering Hale and Dorr LLP 60 State Street Boston, MA 02109

To Third Parties: TO EPA:

- (1) Stefania D. Shamet
 Senior Assistant Regional Counsel
 Water and General Law Branch
 Office of Regional Counsel
 United States Environmental Protection Agency
 Region III
 MC 3RC20
 1650 Arch St.
 Philadelphia, PA 19103-2029
- (2) Associate Director, Office of Environmental Programs Environmental Assessment and Innovation Division United States Environmental Protection Agency Region III MC 3EA40 1650 Arch St. Philadelphia, PA 19103-2029

TO THE CORPS:

Dana M. Adipietro Assistant District Counsel U.S. Army Corps of Engineers Pittsburgh District 1000 Liberty Ave., 22nd Floor Pittsburgh, PA 15222 Jon Coleman Chief, Southern Section, Regulatory Branch U.S. Army Corps of Engineers Pittsburgh District 1000 Liberty Ave., 22nd Floor Pittsburgh, PA 15222

TO WVDEP:

Chief Inspector **Environmental Enforcement** West Virginia Department of Environmental Protection 601 57th St. Charleston, WV 25304

Chief Office of Oil and Gas West Virginia Department of Environmental Protection 601 57th St. Charleston, WV 25304

18. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.

IN WITNESS WHEREOF, AMS has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of the Marshal County

APPALACHIA MIDSTREAM SERVICES, L.L.C.

John D. Seldenrust

Senior Vice President, Eastern Operations

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

Be it remembered that on this 12 day of January, 20 5 before me, the subscriber, a Notary Public, personally appeared: John D. Seldenrust as Senior Vice President, Eastern

Operations and he thereupon acknowledged that he signed the foregoing instrument in such capacity, and that said instrument is the voluntary act of deed of said Appalachia Midstream Services, LLC.

Printed Name:

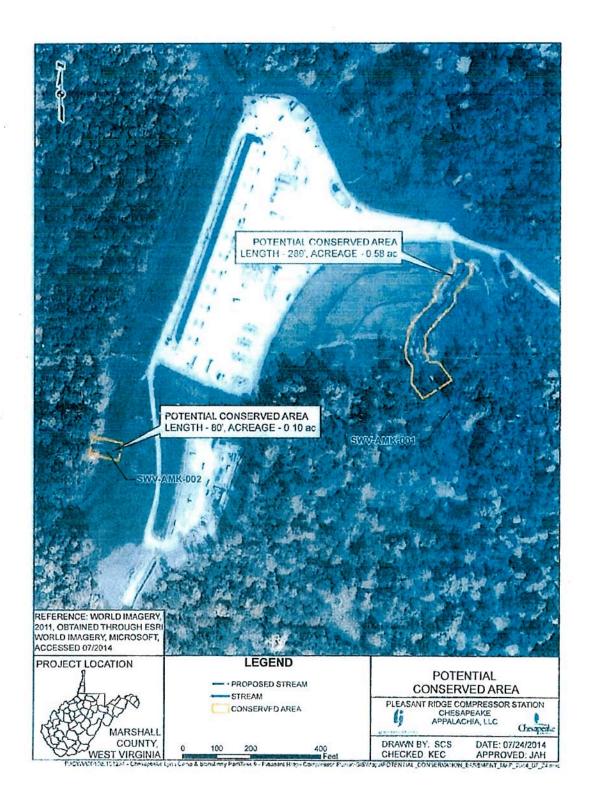
A Notary Public of the State of Oklahoma

My Commission Expires: 06.16.18

EXHIBIT A

EXP. STATE OF OKLAN

CONSERVED AREA



BODK 0692 PAGE 0286

as follows:

THIS DEED, Made this 21st day of December, 2009, by and between

DAVID A. MASON, CARRIE E. DUSO, LINDSAY A. MASON, and DEREK M. MASON, parties of the first part, and APPALACHIA MIDSTREAM SERVICES, LLC, an Oklahoma limited liability company, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part, do GRANT and CONVEY, with covenant of GENERAL WARRANTY, unto the party of the second part, the surface interest of the following described property and NOT of any of the mineral, or oil, or gas interests that lie underneath the surface of the subject property being conveyed, that is to vay, real property situated in Meade District, Marshall County, West Virginia, and more particularly described

A lot or parcel of land lying and being situate at WV Secondary Route #86/2, Adaline, Marshall County, West Virginia, and being known as Parcels 3 & 5 of the Meade District Tax Map 9-21 and being more particularly bounded and described as follows:

Beginning at a point, being a common corner to the lands of Carrie E. Duso, Linsday A. Mason, and Derek M. Mason (hereinafter referred to as "Mason". lands) and the lands of Karen A. Mickey, the point of beginning; thence with a common line of Mason and Mickey

North 51 degrees 25 minutes 46 seconds East (N 51° 25' 46' E), a distance of 1,187.37 feet to a point, being a common corner to Mason, Mickey, the lands of Robert G. Wade, and the lands of Randy L. McDowell et al.; thence with six common lines of Mason and Wade

South 47 degrees 40 minutes 22 seconds East (\$ 47 940" 22" E), a distance of 437.25 feet to a point; thence

South 62 degrees 40 minutes 22 seconds East (5 62° 40° 22" E), a distance of 181.50 feet to a point; thence

South 43 degrees 10 minutes 22 seconds East (S 43° 10° 22° E), a distance of 394.00 feet to a point; thence

South 62 degrees 40 minutes 22 seconds East (\$ 62° 40' 22" E), a distance of 280.50 feet to a point; thence

South 78 degrees 40 minutes 22 seconds East (\$ 78° 40' 22" E), a distance of 273.90 feet to a point; thence

Jan Pest
MARSHALL County 02:25:45 PM
Instrument No 1279447
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Pages Recorded 7
Book-Page 692-286
Recording Fee \$13.00
Iransfer Tax \$1,320.00
Additional \$25.00

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North 73 degrees 19 minutes 38 seconds East (N 73° 19' 38° E), a distance of 346.50 feet to a point, being a common corner to Mason, Wade, and other lands of Karen A. Mickey; thence with twelve common lines of Mason and Mickey

South 34 degrees 53 minutes 24 seconds West (5.34" 53' 24" W), a distance of 1,216.91 feet to a point; thence

South 24 degrees 07 minutes 01 seconds East (\$ 24° 07' 01" E), a distance of 149.98 feet to a point, thence

South 35 degrees 22 minutes 01 seconds East (5.35° 22° 01° E), a distance of 66.00 feet to a point; thence

South 26 degrees 52 minutes 01 seconds East (\$ 26° 52° 01° E), a distance of 82.50 feet to a point; thence

South 03 degrees 52 minutes 01 seconds East (5.03° 52° 01° E), a distance of 107.25 feet to a point; thence South 10 degrees 52 minutes 01 seconds Last (5.10° 52° 01° E), a distance of 66 feet to a point; thence

South 14 degrees 07 minutes 59 seconds West (\$ 14 - 07' 59' W), a distance of 49.50 feet to a point, thence

South 24 degrees 07 minutes 59 seconds West (5.24° 07' 59" W), a distance of 57.75 feet to a point; thence

South 31 degrees 37 minutes 59 seconds West (S 31° 37' 59" W), a distance of 82.50 feet to a point; thence

South 11 degrees 07 minutes 59 seconds West (\$ 11° 07' 59" W), a distance of 66 point feet to a point; thence

South 04 degrees 07 minutes 59 seconds West (5 04° 07' 59" W), a distance of 82.50 feet to a point; thence

South 57 degrees 22 minutes 19 seconds East (5.57° 22' 19" E), a distance of 795.52 feet to a stone (found), being a common corner to Mason, Mickey, and the lands of Ulrich J. Schostag et al.; thence with a common line of Mason and Schostag

South 33 degrees 11 minutes 37 seconds West (5.33° 11' 37" W), a distance of 589.42 feet to a point, being a common corner to Mason, Schostag, and the lands of Arthur L. Waryck; thence with six common lines of Mason and Waryck

North 58 degrees 20 minutes 56 seconds West (N 58° 20' 56" W), a distance of 207.23 feet to a point; thence

North 83 degrees 20 minutes 56 seconds West (N 83°20' 56" W), a distance of 115.50 feet to a point; thence

South 82 degrees 39 minutes 04 seconds West (5.82° 39° 04° W), a distance of 264.00 feet to a point; thence

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South 88 degrees 39 minutes 04 seconds West (\$ 88° 39' 04' W), a distance of 297.00 feet to a point; thence

South 75 degrees 39 minutes 04 seconds West (\$ 75° 39' 04' W), a distance of 455.40 feet to a point; thence

South 25 degrees 39 minutes 04 seconds West (5.25° 39' 04" W), a distance of 283.50 feet to a point, being a common corner to Mason, Waryck, and the lands of Zachary M. Blair; thence with four common lines of Mason and Blair.

North 74 degrees 33 minutes 01 seconds West (N 74' 33' 01" W), a distance of 713.60 feet to a point; thence

North 33 degrees 09 minutes 39 seconds West (N 33° 09° 36" W), a distance of 1,234.34 feet to a point; thence

North 00 degrees 38 minutes 45 seconds West (N 00° 38' 45" W), a distance of 330.22 feet to a point; thence

North 35 degrees 40 minutes 05 seconds West (N 35° 40° 05° W), a distance of 321.57 feet to a point, being a common corner to Mason, Blair, and the lands of Daniel B. Watkins et al.; thence with seven common lines of Mason and Watkins

North 24 degrees 25 minutes 05 seconds West (N 24° 25' 05" W), a distance of 164.90 feet to a point; thence

North 26 degrees 44 minutes 55 seconds East (N 26° 44' 55° E), a distance of 270.60 feet to a point; thence

North 30 degrees 01 minutes 05 seconds West (N 30° 01' 05" W), a distance of 234.00 feet to a point; thence

North 17 degrees 55 minutes 05 seconds West (N 17° 55' 05" W), a distance of 632.25 feet to a point; thence

North 25 degrees 34 minutes 55 seconds East (N 25° 34' 55" E), a distance of 132.00 feet to a point; thence

North 85 degrees 19 minutes 55 seconds East (N 85° 19° 55° E), a distance of 297.00 feet to a point; thence

North 50 degrees 19 minutes 55 seconds East (N 50° 19' 55° E), a distance of 280.50 feet to a point, being a common corner to Mason and Watkins, and standing in a line of Mickey; thence the common line of Mason and Mickey

South 51 degrees 55 minutes 46 seconds East (\$51°55' 46' E), a distance of 353.23 feet to the point of beginning, and containing a total of 193.529 acres. As shown on a plat prepared December 17, 2009 by Blue Mountain Engineering and attached hereto and made part of this description.

Further excepting and reserving from the operation of this Deed, the Pittsburgh or River voln of coal with mining rights and privileges.

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This conveyance is made subject to exceptions, reservations, restrictions, covenants, conditions, easements and rights-of-way referred to or contained in this Deed, any aforementioned Deeds and/or Plats, and all prior conveyances of record.

Grantors have no actual knowledge or reason to believe that the property, the substrata, or subsurface of the property has been used for storage, treatment or disposal of hazardous waste or contains an underground storage tank or tanks.

BEING the same property conveyed to Carrie E. Duso, Lindsay A. Mason, and Derek M. Mason, from David A. Mason, who reserved a life estate by Deed dated April 14, 2008, and recorded in the office of the Clerk of the County Commission of Marshall County, West Virginia, in Deed Book No. 668, at page 264

DECLARATION OF CONSIDERATION

Grantors hereby represent that the total consideration paid for the real property transferred by this document is Three Hundred Thousand Dollars (\$300,000.00)

WITNESS the following signatures:

DAVID A. MASON

CHURCE !

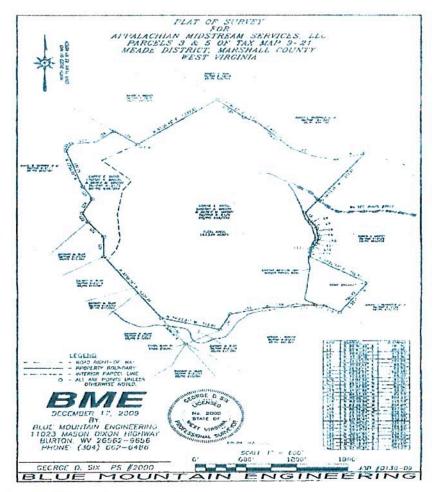
Munitary Floor

DEPEK AT MASON

BOOK 0692 FAGE 0290

STATE OF WEST VIRGINIA : COUNTY OF OHO : TO-WIT:
I, Downe A. Nicker Son JV, a Notary Public in and for the said State and
County, do hereby certify that DAVID A. MASON, whose name is signed to the writing
above bearing date of the 21st day of December, 2009, has this day acknowledged the
same before me.
Given under my hand this 29th day of December, 2009.
My Commission Expires:
STATE OF MICHIGAN : COUNTY OF LINGUAM : 10-WIT:
1, Derwie Ham Hullus a Notary Public in and for the said State and
County, do hereby certify that CARRIE E. DUSO, whose name is signed to the writing
above bearing date of the 21st day of December, 2009, has this day acknowledged the
same before me.
Given under my hand this 24 to day of December, 2009.
Deskir lana Millic.
My Commission Expires:
April 5, 2014 DE GOL MARTIE MULLINS NOTARY OF THE OF MICHIGAN MY COST MY COST DE GOL MARTIE MULLINS AND THE OF MICHIGAN MY COST MY
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COUNTY OF Language : 10 WIT:
1. Denux I kny Halles, a Notary Public in and for the said State and
County, do hereby certify that LINDSAY A. MASON, whose name is signed to the writing
above bearing date of the 21st day of December, 2009, has this day acknowledged the
same before me.
Given under my hand this <u>Ju</u> #1 day of December, 2009.
My Commission Expires:
My Commission Express.
April 2 2014
STATE OF MICHIGAN : TO-WIT: I Demus Marille , a Notary Public in and for the said State and County, do hereby certify that DEREK M. MASON, whose name is signed to the writing above bearing date of the 21st day of December, 2009, has this day acknowledged the same before me.
Given under my hand this 24th, day of December, 2009.
My Commission Expires: Aul 5, 2014
This Instrument was prepared by: Michael E. Kelly, Esq., McDERMOTT & BONENBERGER, P.L.L.C., Attorneys and Counselors at Law, 53 Washington Avenue, Wheeling, WV 26003; (304) 242-3220



STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 3134 cay of Decorder 32001, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 3914 day of Decorder 3009 at 2009 at 2009 of 2009. TESTE Gan Pest

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CHESAPEAKE ENERGY CORPORATION