

DEED RESTRICTION

THIS DECLARATION OF DEED RESTRICTIONS FOR CONSERVATION (“Declaration”) made this 26th day of February, 2015, by Donald Ray Baker (“Grantor”), having an address at 1422 Greenfield Ridge Road, Cameron, WV 26033;

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situated on Liberty District Tax Map 17 Parcel 0043 (Sub Parcel 0000) (hereinafter “the Property”) and the Property is also described in a deed of record in the Office of the Clerk of the County Commission of Marshall County, West Virginia, in Deed Book 560, at page 345;

WHEREAS, Grantor, 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”) in perpetuity;

WHEREAS, the Conserved Area possesses open space and natural values (collectively, “Conservation Values”) of great importance to Grantor, 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”), Grantor agrees that U.S. Army Corps of Engineers (“the Corps”), U.S. Environmental Protection Agency (“EPA”), and West Virginia Department of Environmental Protection (“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, Grantor hereby agrees that the Conserved Area shall be subject in perpetuity to the following conveyances, covenants and restrictions:

1. This Declaration shall be a burden upon and shall run with the Conserved Area, and shall bind Grantor, its successors and assigns, in perpetuity. Grantor 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. Grantor shall provide Chesapeake Appalachia, L.L.C. (“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.
2. 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:
 - a. Removal, excavation, dredging, or disturbance of the surface;

Jan Pest
 MARSHALL County 11:34:57 AM
 Instrument No 1374912
 Date Recorded 03/18/2015
 Document Type DEED
 Pages Recorded 18
 Book-Page 853-559
 Recording Fee \$24.00
 Additional \$6.00

- b. Dumping of, storage of, or filling with soil, rock, biological material, trash, ashes, garbage, waste, or other materials;
 - c. 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 structures;
 - e. Placement of pavement or other impervious materials;
 - f. Alteration of the existing pattern of vegetation through removal, destruction, or planting of vegetation;
 - g. Except to the extent necessary to return the Conserved Area to a use consistent with its use prior to 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);
 - h. The use of fertilizers, herbicides or pesticides;
 - i. Removal, clearing, pruning, or mowing of live vegetation, including trees, unless Grantor demonstrates that such removal will result in habitat enhancement or to prevent a safety hazard, and Grantor has received written approval of WVDEP;
 - j. 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;
 - k. Any other use of or activity in the Conserved Area that is inconsistent with the purpose of this Declaration.
3. 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. Grantor certifies that to Grantor's actual

knowledge, there are no previously granted easements existing in the Conserved Area that interfere or conflict with the purpose of this Declaration.

5. 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.
7. CALLC and Third Parties shall have the right to:
 - a. enter 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;
 - b. 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
 - c. take any and all action within the Conserved Area required by Federal or State law or approved by the Third Parties.
8. Grantor grants to Third Parties a discretionary right to enforce this Declaration. In the event of a breach of this Declaration by Grantor or another party, Third Parties shall notify Grantor of the breach. If Grantor 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 Grantor, provided Grantor 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 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. Grantor 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. Grantor 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 at least thirty (30) days prior to the transfer or change in ownership, or execution of such easement.
12. Grantor agrees that 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 Grantor divests itself of any interest in any portion of the Conserved Area. Notwithstanding the failure of Grantor 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 Third Parties. Amendments to this Declaration must be in writing, and must be consistent with the conservation purposes of this Declaration. Grantor 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. Grantor 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 paragraphs 10 or 11, Grantor shall amend this instrument by preparing and submitting:
 - a. 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. Grantor shall record the documents listed in paragraph 12, above, in the same manner and place as this original Declaration was recorded.
16. Miscellaneous.
 - a. 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. Should there be more than one Grantor, the obligations imposed by this Declaration upon each Grantor shall be joint and several.
 - d. The covenants, terms, conditions and restrictions of this Declaration shall continue as a servitude running in perpetuity with the Conserved Area.
 - e. 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.
 - f. The covenants, terms, conditions, restrictions and purposes imposed with this Declaration shall not only be binding upon Grantor 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 Grantor:

Donald Ray Baker
1422 Greenfield Ridge Road
Cameron, WV 26033

To CALLC:

- (1) Chief Compliance Officer
Chesapeake Appalachia, LLC
6100 N. Western Ave.
Oklahoma City, OK 73118
- (2) Steven M. Feisal
Chesapeake Appalachia, LLC
6100 N. Western Ave.
Oklahoma City, OK 73118

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, Grantor 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 Clerk of the County Commission of Marshall County, West Virginia.

Donald Ray Baker
DONALD RAY BAKER

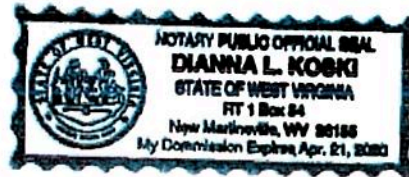
STATE OF WV
COUNTY OF Marshall

Be it remembered that on this 26 day of February, 2015, before me, the subscriber, a Notary Public, personally appeared: Donald Ray Baker 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 Donald Ray Baker.

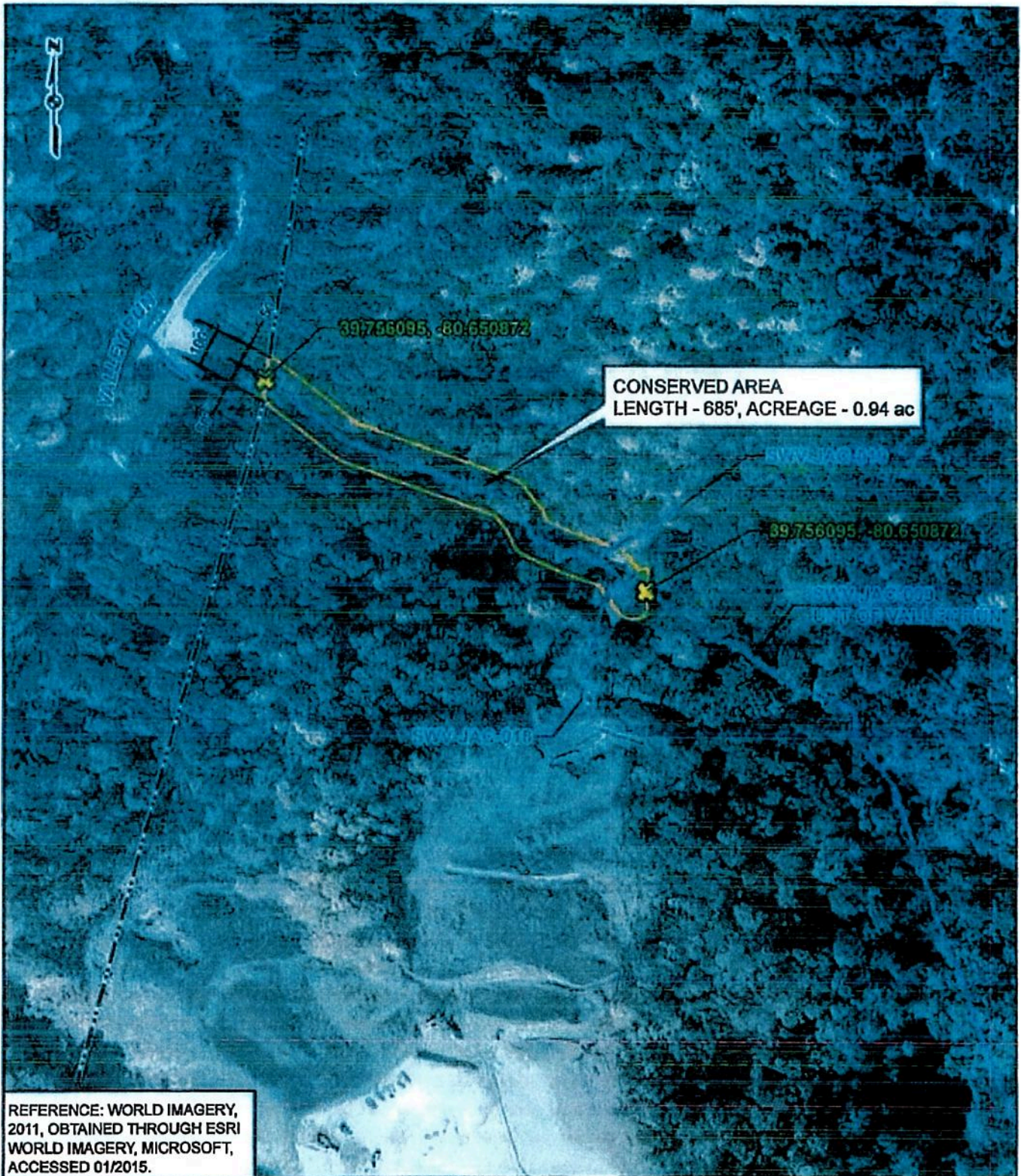
Dianna L Koski
Printed Name: Dianna L Koski
A Notary Public of West Virginia

(SEAL)

My Commission Expires: 4/21/2020



**EXHIBIT A
CONSERVED AREA**



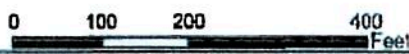
REFERENCE: WORLD IMAGERY, 2011, OBTAINED THROUGH ESRI WORLD IMAGERY, MICROSOFT, ACCESSED 01/2015.

PROJECT LOCATION



LEGEND

- STREAM
- CONSERVED AREA
- - - - - APPROX. CHK PROPERTY LINE



CONSERVED AREA

**LIBERTY DISTRICT
DEED BK 560 PG 345**

NOTE: POINTS GIVEN ARE IN WV STATEPLANE NORTH NAD83 FEET

Ronald Ray Baker, R. O. 5 Ky. 127,
7-9-91 *Carroll*

BOOK 560 PAGE 345

THIS DEED, Made this 5th day of July, 1991, by and between Virginia Mae Adams, widow, party of the first part, and Donald Ray Baker, single, party of the second part.

WITNESSETH, That for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, with covenants of GENERAL WARRANTY, the following described tracts or parcels of real estate situate in Marshall County, West Virginia, and being more particularly bounded and described as follows, to-wit:

FIRST PARCEL: The following described lot or parcel of real estate situate on the waters of Valley Run, Liberty District, Marshall County, West Virginia, and being more particularly described as follows, to-wit:

Beginning at a Stone Quarry in County Road south of J. C. Jackson's residence in Clarence Yoho line; thence with County Road north to White Oak at top of hill; thence with J. C. Jackson line in a straight line to a Gum in C. E. Yeater line; thence with Massa J. Welling line to line of Clarence Yoho; thence with Clarence Yoho line to the place of beginning, containing sixty (60) acres, more or less.

SECOND PARCEL: The following described tract or parcel of real estate situate on the waters of Valley Run in Liberty District, Marshall County, West Virginia, and being more particularly bounded and described as follows, to-wit:

Beginning at a stone pile in a corner in the Mary Richmond line; thence North 88-1/2 degrees West 20.5 poles to a stone near a Water beach; thence North 32-1/4 degrees West 26-5/10 poles to a Sugar stump; thence North 4-3/4 degrees West 27.8 poles to a White walnut; thence South 74 degrees West 30 poles to a Beach; thence South 88 degrees West 39.5 poles to an Elm stump; thence North 74 degrees West 14.4 poles to a Beach on Valley run; thence North 36 degrees West 15.2 poles to stone pile; thence North 26-3/4 degrees West 24.6 poles to a stone; thence North 9-1/2 degrees West 27 poles to a stone in run; thence North 38-1/2 degrees East 28.3

poles to a stone in Valley Run; thence leaving said run South 88-1/2 degrees East 165.1 poles to a Persimmon tree in the Richmond line; thence with said line South 6 degrees West 108.2 poles to the place of the beginning, containing one hundred (100) acres more or less.

THIRD PARCEL: The following described lot or parcel of real estate situate on Greenfield Ridge, Liberty District, Marshall County, West Virginia, and being more particularly bounded and described as follows, to-wit:

Beginning at a rock in Lick Run corner to D. A. Fair lands; thence with said Fair line West 74-1.2 poles to a small Hickory and Chestnut; thence South 2-1/2 degrees West 71-1/2 poles to a small White Oak; thence South 87 degrees East 28 poles to a White Oak; thence South 2-3/4 degrees West 44 poles to a Beach; thence North 80-1/2 degrees East 32 poles to a Lynn and White Walnut in the R. R. Teagarden line; thence with said Teagarden line North 31 degrees East 23-3/8 poles to a rock; thence North 6 degrees East 33 poles to a Beach at the mouth of a drain; thence North 19-1/2 degrees East 29-1/2 poles to a stone; thence North 5 degrees East 28 poles to the place of beginning, containing 46 acres, more or less.

FOURTH PARCEL: The following described lot or parcel of real estate situate in Greenfield Ridge, Liberty District, Marshall County, West Virginia, and being more particularly bounded and described as follows, to-wit:

Beginning at a stake in Joshua Yoho's line and corner to Joshua Yoho's other lands; thence North 147 poles to a gum and stake corner to land of D. A. Fair; thence East 78 poles to a White Oak; thence South 198 poles to a White Oak stump; thence East 25 poles to a White Oak; thence South 47 poles to Maple sprouts corner to Joshua Yoho; thence West 108 poles to the place of beginning, containing seventy-seven and one-half (77-1/2) acres, more or less.

Excepting and reserving from the above described "FOURTH PARCEL" a certain tract or parcel of real estate conveyed to Sanford Huggins by W. W. Yoho, et ux, and being more particularly bounded and described as follows, to-wit: Beginning at a stone in a line of Sanford Huggins, et al, thence East 39 rods to a Maple

corner; thence North 14 poles to a stone; thence South 69 degrees 26' West 41 poles to the place of beginning, containing 1-3/4 acres, more or less.

There is also excepted and reserved from the above described "FOURTH PARCEL" a certain tract or parcel of real estate conveyed to D. A. Fair by W. W. Yoho, at ux, by deed dated the 26th day of December, 1913, and of record in the aforesaid Clerk's office in Deed Book 141, at page 82, containing 2-1/4 acres, more or less.

There is also excepted and reserved from this conveyance all of the coal, oil and gas and other minerals, and all of the rents, royalties and leases for coal, oil and gas appurtenant there to.

Being the same property conveyed to Virginia Mae Adams and Paul S. Adams, her husband, as joint tenants with the right of survivorship, by Virginia Mae Adams and Paul S. Adams, her husband, by deed dated the 8th day of June, 1973, and recorded in Deed Book 438, at page 328, Marshall County Records. The said Paul S. Adams died October 26, 1987, and pursuant to the above mentioned deed the property was fully vested to Virginia Mae Adams.

This conveyance, is, however, subject to the exceptions, reservations, covenants, conditions, restrictions and easements, if any, granted by or acquired from the party of the first part and their predecessors in title to said land.

Grantor hereby declares that the total consideration paid for the said property is \$72,000.00.

Witness the following signatures and seals.



Virginia Mae Adams
Virginia Mae Adams

STATE OF WEST VIRGINIA, COUNTY OF MARSHALL, to-wit:

The foregoing instrument was acknowledged before me this 5th day of July, 1991, by Virginia Mae Adams, a widow.



Cindy D. Antill
Notary Public

My Commission Expires: Sept 28, 1998

This instrument was prepared by Robert W. Kagler, 604 Sixth Street, Moundsville, WV 26041.
D-4

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.

I, NORMA GLOVER SINE, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 5th day of July, 1991, was presented for and by me, admitted to record in my office upon the above certificate as to the party therein named this 5th day of July, 1991, at 11:00 o'clock A.M.

TESTE: *Norma Glover Sine* Clerk

CHESAPEAKE ENERGY CORPORATION

Date Filed	Book Type	Sheet	Page	Instrument	Grantor	Grantee	Revised Document	Area	Total	Comments
01/08/2013	DEED	784	578	ASSIGNMENT	CHESAPEAKE APPALACHIA LLC	LARCHMONT RESOURCES LLC	DEED-353-4590DEED-172-2270DEED-690-2320DEED-694-1830DEED-692-2420DEED-690-2490DEED-692-3330DEED-690-1250DEED-692-3300DEED-691-4810DEED-694-6700DEED-693-4510DEED-692-690-1770DEED-690-1380DEED-692-3460DEED-692-3390DEED-692-3300DEED-690-1190DEED-691-4780DEED-691-4840DEED-694-5900DEED-692-715-3090DEED-692-3530DEED-692-2720DEED-692-1740DEED-692-694-4-2100DEED-694-1100DEED-694-8000DEED-694-1000DEED-694-3100DEED-694-3810DEED-694-3590DEED-700-8600DEED-700-7800DEED-697-1430DEED-694-3590DEED-697-2100DEED-697-3850DEED-693-9500DEED-693-4450DEED-693-4200DEED-693-1700DEED-693-1400DEED-693-1100DEED-693-7000DEED-693-6330DEED-697-1580DEED-693-65700DEED-694-3840DEED-694-3200DEED-694-6740DEED-693-1000DEED-693-6120DEED-694-8900DEED-694-1290DEED-697-2900DEED-693-3710DEED-693-3610DEED-690-2520DEED-694-6110DEED-694-6300DEED-694-716-1500DEED-694-716-4900DEED-694-393-2150DEED-694-1300DEED-694-3210DEED-694-3250DEED-694-363-4590DEED-694-3200DEED-694-1010DEED-694-7420DEED-694-1100DEED-694-3600DEED-692-3290DEED-693-8700DEED-694-60-1190DEED-693-2910DEED-693-2870DEED-694-3600DEED-694-701-2830DEED-693-4590DEED-692-2220DEED-690-2120DEED-690-1810DEED-692-2420DEED-690-2460DEED-692-3330DEED-690-1250DEED-692-3300DEED-691-4810DEED-691-4810DEED-694-6700DEED-693-4510DEED-692-690-1770DEED-690-1380DEED-692-3460DEED-692-3390DEED-692-3300DEED-690-1190DEED-691-4780DEED-691-4840DEED-694-5900DEED-692-715-3090DEED-692-3530DEED-692-2720DEED-692-1740DEED-692-694-4-2100DEED-694-1100DEED-694-8000DEED-694-1000DEED-694-3100DEED-694-3810DEED-694-3590DEED-700-8600DEED-700-7800DEED-697-1430DEED-694-3590DEED-697-2100DEED-697-3850DEED-693-9500DEED-693-4450DEED-693-4200DEED-693-1700DEED-693-1400DEED-693-1100DEED-693-7000DEED-693-6330DEED-697-1580DEED-693-65700DEED-694-3840DEED-694-3200DEED-694-6740DEED-693-1000DEED-693-6120DEED-694-8900DEED-694-1290DEED-697-2900DEED-693-3710DEED-693-3610DEED-690-2520DEED-694-6110DEED-694-6300DEED-694-716-1500DEED-694-716-4900DEED-694-393-2150DEED-694-1300DEED-694-3210DEED-694-3250DEED-694-363-4590DEED-694-3200DEED-694-1010DEED-694-7420DEED-694-1100DEED-694-3600DEED-692-3290DEED-693-8700DEED-694-60-1190DEED-693-2910DEED-693-2870DEED-694-3600DEED-694-701-2830			
01/08/2013	DEED	784	578	ASSIGNMENT	CHESAPEAKE APPALACHIA LLC	LARCHMONT RESOURCES LLC				

