

## DEED RESTRICTION

THIS DECLARATION OF DEED RESTRICTIONS FOR CONSERVATION (“Declaration”) made this   fifth   day of May, 2015, by SOUTHWESTERN ENERGY PRODUCTION COMPANY, LLC (“Grantor”), having an address at 10000 Energy Drive Spring, TX 77389;

### WITNESSETH:

**WHEREAS**, Grantor is the owner of certain real property located in the former Casey Fox property adjacent to the Ray Baker Pad (hereinafter “the Property”), and the Property is also described in a deed of record in the office of the Clerk of the County Commission, Marshall at Deed Book 847, Page 376; and

**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, 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 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**, 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 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;

- 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 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);
  - 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 the West Virginia Department of Environmental Protection;
  - 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 within ten (10) days after 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:

Associate General Counsel  
SWN Production Company, LLC  
10000 Energy Dr.  
Spring, TX 77389-4954

To CALLC:

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

- (2) 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**, 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 Marshall County.

SOUTHWESTERN ENERGY PRODUCTION COMPANY, LLC

By: Joanne Hresko

Name: Joanne Hresko

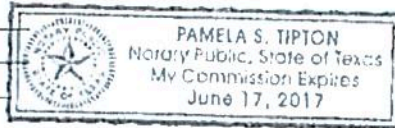
Title: SVP Corporate Strategy

STATE OF TEXAS  
COUNTY OF HARRIS

Be it remembered that on this fifth day of May, 2015, before me, the subscriber, a Notary Public, personally appeared, Joanne Hresko, 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 SWN Production Company, LLC.

*Pamela S. Tipton*

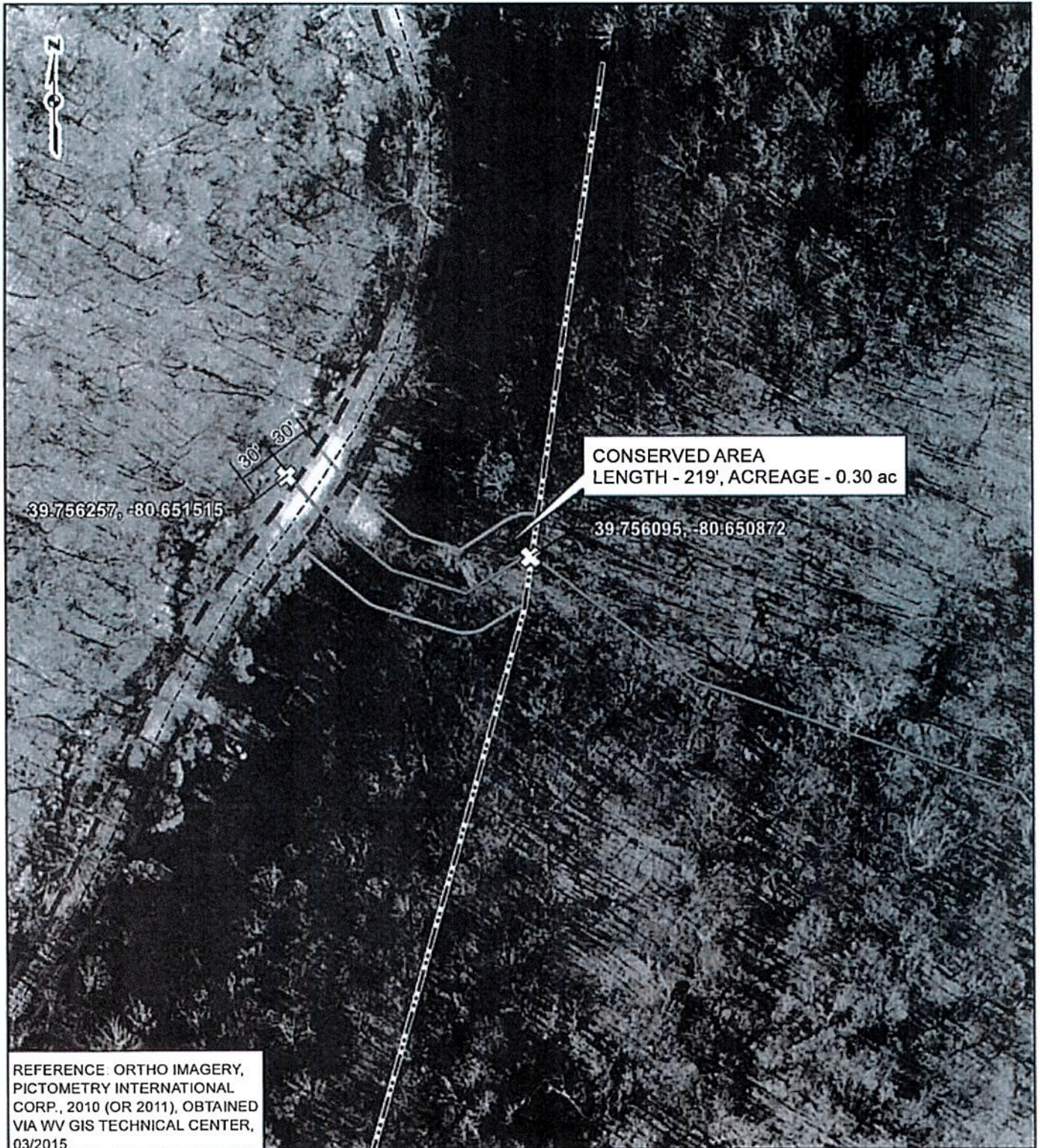
Printed Name: \_\_\_\_\_  
A Notary Public of \_\_\_\_\_



My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**CONSERVED AREA**



REFERENCE. ORTHO IMAGERY, PICTOMETRY INTERNATIONAL CORP., 2010 (OR 2011), OBTAINED VIA WV GIS TECHNICAL CENTER, 03/2015

**PROJECT LOCATION**



**LEGEND**

- STREAM
- APPROX. CHK PROPERTY LINE
- APPROX. ROAD CENTERLINE
- APPROX. WVDOH 30' ROW
- CONSERVED AREA



**CONSERVED AREA**

**LIBERTY DISTRICT DEED BK 658 PG 366**

NOTE: POINTS GIVEN ARE IN WV STATEPLANE NORTH NAD83 FEET

***Unnamed Tributary of Valley Run (Former Fox Property) Conservation Easement – Marshall County  
WV, Liberty District DB 658 Pg 366***

*Consisting of a single easement encompassing a 60 foot wide area, 30 feet on each side of the centerline of the Unnamed Tributary of Valley Run (i.e. the stream), using WV State Plane North NAD 83 data.*

*Subject to any existing easements at the time of this easement being recorded including but not limited to WVDOH statutory Right-of-Way and Temporary Construction Easements for Pleasant Ridge Road and for the maintenance of a box culvert for the road crossing of the stream.*

*Easement measuring 0.30 acres, starting at an eastern point in the approximate stream center at the property line at Latitude 39.756095, Longitude -80.650872 running west (downstream) along the stream centerline for 219 feet to a point at the confluence of the stream with Valley Run at the approximate stream center at Latitude 39.756257,-80.651515.*

0847 MAR 03 76

TIFFANY HILL  
BILL PECK UP

**QUIT CLAIM DEED**

THE STATE OF WEST VIRGINIA §

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF MARSHALL §

THAT, CHESAPEAKE APPALACHIA, L.L.C. ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto SWN PRODUCTION COMPANY, L.L.C. a Texas limited liability company ("Grantee"), whose address is 10000 Energy Drive, Spring, Texas 77389, all of the Grantor's right, title and interest in and to the following described property, to-wit:

BEING those certain tracts of land located in Marshall County, West Virginia described by metes and bounds on Exhibit "A" attached hereto and fully made a part hereof by reference for all purposes LESS AND EXCEPT AND RESERVING TO GRANTOR ALL RIGHT, TITLE AND INTEREST IN ALL OIL, GAS, AND OTHER MINERALS (collectively, the "Land"), together with all buildings and other permanent improvements located thereon, and further together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining (the "Property").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever; subject, however, to any encumbrances of record and to any and all conditions and restrictions contained in the deed of conveyance of the Property to Grantor and/or any deeds of conveyance of the Property made prior thereto.

This Quit Claim Deed is executed and delivered in connection with and pursuant to the terms of that certain Purchase and Sale Agreement dated October 14, 2014 (the "Agreement"), by and between Grantor and Grantee. Capitalized terms utilized but not defined herein shall have the meaning set forth in the Agreement.

BY ACCEPTANCE OF THIS INSTRUMENT, GRANTEE ACCEPTS THE PROPERTY ON AN AS IS, WHERE IS AND WITH ALL FAULTS BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, BY GRANTOR.

This Quit Claim Deed may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. No Party shall be bound until such time as all of the Parties have executed counterparts of this Quit Claim Deed. To facilitate recordation or filing of this Quit Claim Deed, each counterpart filed with a county or state agency or office may contain only those portions of the Exhibits to this Quit Claim Deed that describe property under the jurisdiction of that agency or office.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW]**

Jan Pest  
WASHALL County 03:21:07 PM  
Instrument No 1370974  
Date Recorded 12/23/2014  
Document Type REEF  
Pages Recorded 5  
Look-Paste 607-396  
Recording Fee \$11.00  
Additional \$5.00

BOOK 0847 PAGE 0378

EXECUTED the 22 day of December, 2014.

GRANTOR:

CHESAPEAKE APPALACHIA, L.L.C.

By: Douglas J. Jacobson  
Douglas J. Jacobson, Executive Vice President

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me this 22 day of December, 2014 by Douglas J. Jacobson, as Executive Vice President for Chesapeake Appalachia, L.L.C., an Oklahoma limited liability company, on behalf of such company.

Witness my hand and official seal.

My Commission expires: 6/15/2018

Colby Anderson  
Notary Public

[SEAL]



This conveyance is for the disposition of a Quit Claim deed, i.e., the consideration is less than \$100.00, and is therefore exempt from taxation pursuant to West Virginia Code.

EXECUTED the 22<sup>nd</sup> day of December, 2014.

GRANTEE:

SWN PRODUCTION COMPANY, L.L.C

By: [Signature]  
Jim R. Dewbre, Sr. Vice President - Land

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me this 22 day of December, 2014 by Jim R. Dewbre, as Sr. Vice President - Land for SWN Production Company, L.L.C, a Texas limited liability company, on behalf of such company.

Witness my hand and official seal.

My Commission expires: 1-16-2017

[Signature]  
Notary Public



Exhibit "A"  
TO QUIT CLAIM DEED

Legal Description

1. That certain tract or parcel of land lying on the waters of Valley Run in Liberty District, Marshall County, West Virginia, as shown on Tax Map 17, Parcel 39.3, more particularly described as follows:

Beginning at a stone in Valley Run, corner to Joshua Yoho's land; thence S. 88-1/2° E. to a stake in Yoho's line; thence northeast to a sugar tree; thence a straight line to a white walnut on the south side of a drain emptying into Valley Run; thence southeast along the foot of a cliff of rocks to C. E. Yeater's line; thence with Yeater's line 70-1/2° W. to a sugar stump; thence S. 29° W. 57-1/2 poles to a sycamore; thence S. 43-1/2° W. 82-80/100 poles to a stone; thence S. 18-1/2° W. 23-20/100 poles to the place of beginning, supposed to contain ten acres, more or less, but it is sold by the lump and not by the acre.

BEING the same property conveyed to Chesapeake Appalachia, L.L.C., by Casey R. Fox and Amanda M. Fox, formerly known as Amanda M. Rutan, his wife, by Deed dated April 10, 2012, and recorded in the Marshall County Clerk's Office in Deed Book 762 at Page 458.

2. That certain tract or parcel of land with address of R. D. #5, Cameron, situate in Liberty District, Marshall County, West Virginia, shown on Tax Map 17, as Parcel 1.3, more particularly described as follows:

Beginning at the east edge of Valley Run in Joseph Jackson's line; thence crossing the county road with and binding on Joseph Jackson's line, S. 88° 00' E. approximately 775 feet to a White Oak, corner to Clarence Yoho; thence with and binding on two of Clarence Yoho's lines, S. 0° 30' E. 288 feet to a stone and pointers, and S. 73° 00' W. approximately 450 feet to the east edge of Valley Run; thence with and binding on the east edge of Valley Run, approximately N. 37° 00' W. approximately 570 feet to the beginning, containing 5.14 acres, more or less.

BEING the same property conveyed to Chesapeake Appalachia, L.L.C., by Casey R. Fox and Amanda M. Fox, his wife, and William L. Fox and Debra Jo Fox, his wife, by Deed dated April 10, 2012, and recorded in the Marshall County Clerk's Office in Deed Book 762 at Page 467.

END OF EXHIBIT "A"

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 22nd day of Dec 2014 was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 23rd day of Dec 2014 3:26 P.

TESTE: Jan Pest Clerk



**CHESAPEAKE ENERGY CORPORATION**

Date Filed	Instr Date	Book Type	Book	Page	Instrument	Grantor	Grantee	Related Documents	Acres	Total	Comments
09/30/1994		DEED	550	266	DEED	MILTON ROBINSON AND MARY H ROBINSON HIS WIFE	DONALD L ROBINSON	DEED-267-260	10		
03/30/2007		DEED	658	366	DEED	DONALD L ROBINSON AND JERLYN S ROBINSON HIS WIFE	CASEY R FOX AND AMANDA M RUTAN HIS WIFE	DEED-580-266	10	10	
04/10/2012		DEED	762	458	DEED	CASEY R FOX AND AMANDA M FOX FKA AMANDA M RUTAN HW	CHESAPEAKE APPALACHIA LLC	DEED-658-366	10		

CHESAPEAKE ENERGY CORPORATION

Date Filed	Inst. Date	Book	Type	Page	Instrument	Grantor	Grantee	Related Documents	Acres	Total	Comments
04/23/1999		607	DEED	116	DEED	WARREN STERN AND MARY STERN HIS WIFE	PAUL W. KIRBY AND DONNA K. KIRBY HIS WIFE	DEED-432-558	5.14		
04/10/2012		762	DEED	467	DEED	CASEY R FOX AND AMANDA M FOX HW AND WILLIAM L FOX AND DEBRA JO FOX HW	CHESAPEAKE APPALACHIA LLC	DEED-748-76	5.14		
04/10/2012		762	DEED	467	DEED	CASEY R FOX AND AMANDA M FOX HW AND WILLIAM L FOX AND DEBRA JO FOX HW	CHESAPEAKE APPALACHIA LLC	DEED-748-76			
10/21/2011		748	DEED	76	DEED	J ELIZABETH MARGERSON	CASEY R FOX AND AMANDA M FOX HW AND WILLIAM L FOX AND DEBRA JO FOX HW	DEED-607-116	5.14		
10/21/2011		748	DEED	76	DEED	J ELIZABETH MARGERSON	CASEY R FOX AND AMANDA M FOX HW AND WILLIAM L FOX AND DEBRA JO FOX HW	DEED-607-116	5.14		
10/21/2011	10/19/2011	748	DEED	76	DEED	J ELIZABETH MARGERSON	CASEY R FOX AND AMANDA M FOX HW AND WILLIAM L FOX AND DEBRA JO FOX HW	DEED-607-116	5.14		

Jan Pest  
 MARSHALL County 03:30:05 PM  
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 Date Recorded 05/06/2015  
 Document Type AGR  
 Pages Recorded 15  
 Book-Page 862-265  
 Recording Fee \$15.00  
 Additional \$7.00