

## CORRECTIVE DEED RESTRICTION

THIS CORRECTIVE DECLARATION OF DEED RESTRICTIONS FOR CONSERVATION (“Declaration”) is made this ~~15<sup>th</sup>~~ day of September, 2020, by EQT Production Company, having an address at 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222 (“Grantor”);

**WHEREAS**, Grantor is the sole owner of certain real property now assessed as containing 165.33 acres, more or less, and identified as Tax Map 38, Parcel 11, in Grant District, Wetzel County, West Virginia, (hereinafter “the Property”), and being the same property conveyed and described by that certain deed dated November 3, 2016, and recorded on November 4, 2016, in Deed Book 453, Page 599 in the Office of the Clerk of the County Commission of Wetzel County, West Virginia;

**WHEREAS**, Grantor’s predecessor in interest, Trans Energy, Inc., was party to a Consent Decree in the matter of U.S. v. Trans Energy, Inc., Civil Action No. 5:14-cv-117 (N.D.W.Va.) (“Trans Energy, Inc. CD”), and at the time of said action, Trans Energy, Inc. and Republic Energy Ventures, LLC agreed that USACE, EPA, and WVDEP, and their successor agencies (collectively “Third Parties”), would be third-party beneficiaries under a Declaration, except that nothing therein would create a property interest in the Federal Government or the State of West Virginia with regard to the Conserved Area;

**WHEREAS**, as a requirement of the Trans Energy, Inc. CD in said Civil Action, Trans Energy, Inc. and Republic Energy Ventures, LLC executed a Deed Restriction dated November 19, 2015 regarding the Property which was not in recordable form

**WHEREAS**, Grantor and Republic Energy Ventures, LLC then executed a Declaration of Deed Restriction dated March 28, 2020, initially recorded in **Miscellaneous Book 143, Page 911** and re-recorded in **Miscellaneous Book 135, Page 64** (the “Recorded Deed Restriction”);

**WHEREAS**, when it executed the Recorded Deed Restriction, Republic Energy Ventures, LLC had already conveyed its interest in the Property to Grantor and Republic Energy Ventures, LLC has no interest in the Property currently and is therefore not a party to this Corrective Declaration;

**WHEREAS**, the Recorded Deed Restriction referenced the Property as containing 166.4 acres which failed to account for an out-conveyance of 1.068 acres by Deed dated April 1, 2015 recorded in Deed Book 448, Page 301 which tract is now assessed as Map 38, Parcel 11.1 (the “Ash Property”);

**WHEREAS**, the Exhibit A of the Original Deed Restriction depicting the Conserved Area inadvertently included the Ash Property within the Conserved Area;

**WHEREAS**, the Exhibit A of the Original Deed Restriction depicting the Conserved Area also inadvertently included an area located on Tax Map 33, Parcel 16 which is owned by the West Virginia Division of Natural Resources;

**WHEREAS**, the Grantor as sole owner of the Property desires to correct the Original Deed Restriction to accurately depict the portion of the Property subject to the restrictions on use set forth herein below;

**WHEREAS**, this Corrective Declaration is not releasing any property owned by Grantor from the restrictions imposed by the Recorded Deed Restriction nor is this Corrective Restriction amending the terms of the Recorded Deed Restriction;

**WHEREAS**, Grantor, having the authority to do so, intends to record this Corrective Declaration in order to restrict subsequent disturbance and/or development of that certain portion of the surface of the Property described on the revised 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 Wetzel County, and the people of the State of West Virginia, and all current and future generations of mankind;

**NOW THEREFORE WITNESSETH**, 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 the 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; provided, however, that hunting, trapping and fishing shall not be prohibited:
  - 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 Trans Energy, Inc.'s ("Trans Energy, Inc.'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 Trans Energy, Inc. 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 Trans Energy, Inc. CD and shall reference the recorded location of the Trans Energy, Inc. CD and any restrictions applicable to the Property under the Trans Energy, Inc. CD.
7. Grantor, as successor to Trans Energy, Inc., 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 Trans Energy, Inc. 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 are 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 Trans Energy, Inc. CD.
9. Grantor, as successor to Trans Energy, Inc., 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 Trans Energy, Inc. 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 owner 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 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 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:

EQT Production Company  
Attn: Michael Lauderbaugh  
VP of EHS  
625 Liberty Avenue  
Suite 1700  
Pittsburgh, PA 15222

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:

Assistant District Counsel  
U.S. Army Corps of Engineers  
Pittsburgh District  
1000 Liberty Ave., 22nd Floor  
Pittsburgh, PA 15222

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 Wetzel County Clerk.

EQT PRODUCTION COMPANY

By: 

Name: Michael Lauderbaugh

Title: VP of ESH

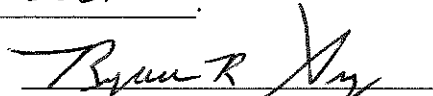
STATE OF PENNSYLVANIA

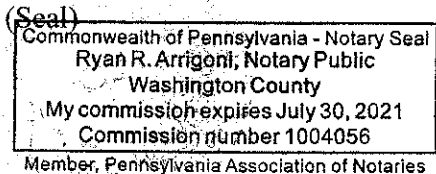
COUNTY OF WASHINGTON, to-wit:

I, RYAN R ARRIGONI, a notary public, do certify that Michael Lauderbaugh, as Vice President of ESH for EQT Production Company, whose name is signed to the writing above in his capacity as a duly authorized officer and agent of EQT Production Company, has this day acknowledged the same before me in such capacity.

Given under my hand this 15 day of SEPTEMBER, 2020.

My Commission expires JULY 30 2021.

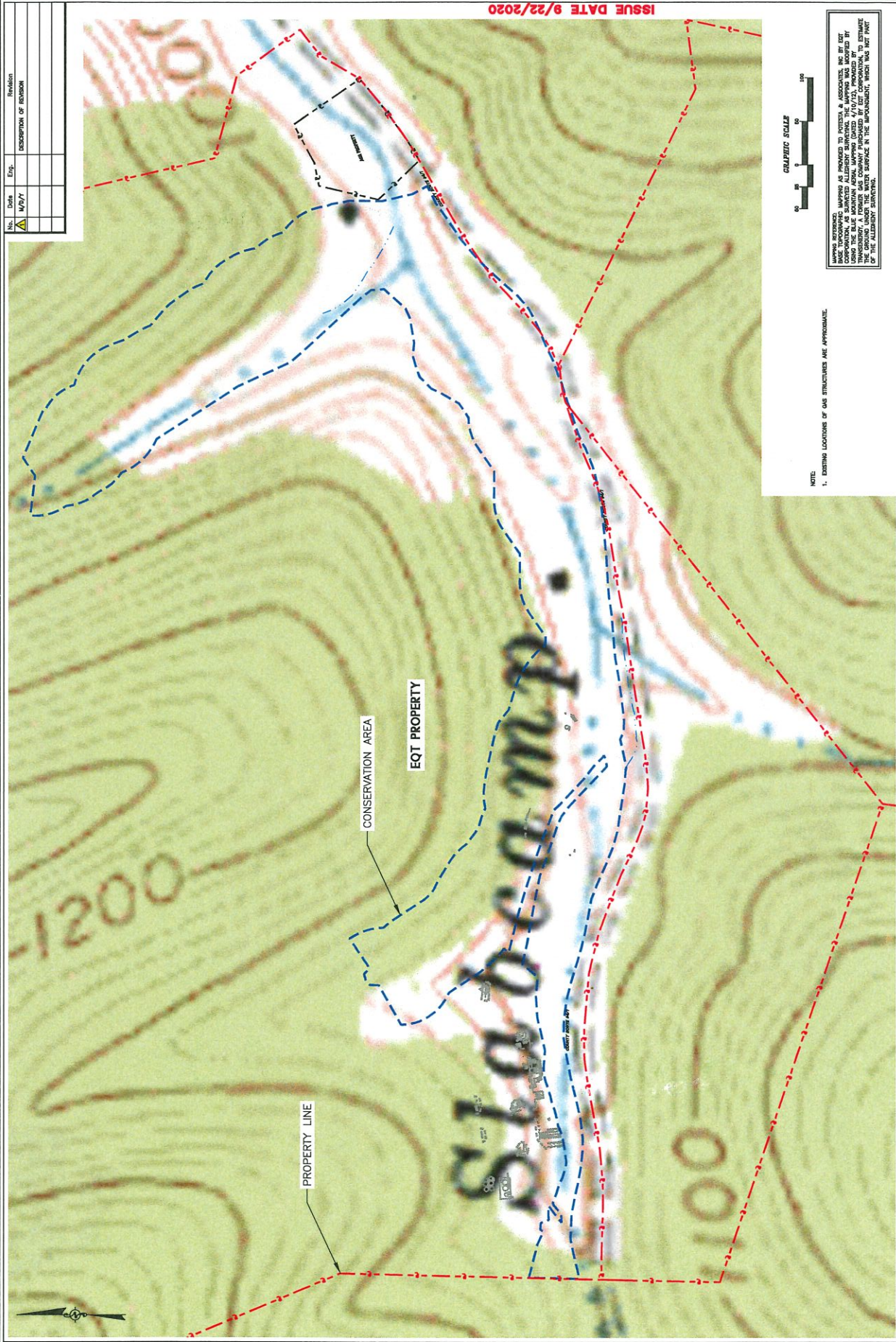
  
Notary Public





*[Signature Pages to Follow]*

ISSUE DATE 9/22/2020



No.	Date	By	Description of Revision
1	9/22/2020	[Name]	Issue Date



NOTES:  
 1. EXISTING LOCATIONS OF OLD STRUCTURES ARE APPROXIMATE.  
 2. SURVEY DATA WAS PROVIDED BY POTESTA & ASSOCIATES, INC. BY REF. TO THE SURVEY MAP DATED 4/10/13, PROVIDED BY EQT CORPORATION. THE SURVEY MAP WAS PREPARED BY USING THE BLUE ANTI-CORROSION PAINT PROVIDED BY EQT CORPORATION. THE SURVEY MAP WAS PREPARED BY THE SURVEYOR UNDER THE SUPERVISION AND CONTROL OF THE ALLEGHENY SURVEYOR.

Metzger County  
Carol S Haught, Clerk  
Instrument 292847  
09/28/2020 @ 03:36:25 PM  
MISCELLANEOUS  
Book 136 @ Page 211  
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