

**QUITCLAIM DEED
(Pennsylvania)**

This QUITCLAIM DEED (this “*Deed*”) is from CNX LAND LLC, a Delaware limited liability company (“*Grantor*”), whose address is 1000 CONSOL Energy Drive, Canonsburg, PA 15317, to _____, _____ ([collectively] “*Grantee*”), whose address is _____ and is effective as of _____, 201_ (“*Effective Date*”).

RECITALS

WHEREAS, Grantor currently conducts and will conduct from and after the Effective Date Grantor Operations (defined below) on and underlying various surface lands in areas surrounding the CONVEYED SURFACE PROPERTY (defined below); and

WHEREAS, the CONVEYED SURFACE PROPERTY may become necessary or desirable for use in current and/or future Grantor Operations; and

WHEREAS, Grantee desires to accept and receive from Grantor, Grantor’s right, title and interest in the CONVEYED SURFACE PROPERTY in accordance with this Deed.

NOW, THEREFORE, for and in the consideration set forth at Section 6.5 of this Deed, of the mutual promises contained herein, the benefits to be derived by each party hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, each for itself, and for Grantor’s and Grantee’s respective heirs, successors and assigns, intending to be legally bound, agrees as follows:

**ARTICLE I
DEFINED TERMS AND MEANINGS**

1.1 Terms. Capitalized words and words with initial letters capitalized used herein are defined in Section 3.4 of this Deed or are defined throughout this Deed. The above recitals are incorporated into this Deed and made a part hereof. All references to the “Grantee” as “it” or “its” or “itself” shall mean it, its, or itself, him, his or himself and/or her or herself, as applicable and as the context requires, and each of their respective heirs, successors and assigns, as applicable.

**ARTICLE II
GRANT OF SURFACE AND EXCLUSIONS**

2.1 Surface Only Conveyance. Subject to the terms and conditions of this Deed, Grantor does hereby, REMISE, RELEASE AND FOREVER QUIT CLAIM to Grantee

WITHOUT ANY WARRANTY OF TITLE and Grantee, for itself, and for Grantee's heirs, successors and assigns, agrees to acquire and accept this conveyance of the following SURFACE ONLY **less and except** the EXCLUDED RIGHTS and INTERESTS, (the ("**CONVEYED SURFACE PROPERTY**") **under and subject to** all ENCUMBRANCES, and WITHOUT WARRANTY WHATSOEVER OF ANY KIND OR NATURE, express or implied or statutory:

all of Grantor's right, title and interest in and to the SURFACE ONLY more particularly described in **Exhibit A**, such surface as so limited, together with any structures and improvements thereon.

TO HAVE AND TO HOLD the CONVEYED SURFACE PROPERTY **less and except** the EXCLUDED RIGHTS and INTERESTS, unto Grantee, its heirs, successors and assigns, forever, ***subject, however,*** to each and every term, covenant, waiver, release, disclaimer, exclusion, condition and other provisions set forth in this Deed.

2.2 Excluded Interests. This conveyance and the CONVEYED SURFACE PROPERTY shall not include: any rights, title, estates, benefits or interests that are **EXCEPTED AND RESERVED** or referenced in Sections 2.3 through and including 2.10 of this Deed (all of the foregoing rights, title, estates, benefits or interests, including but not limited to the Easement Area, the Reserved Surface and Subsurface Rights and the COAL and MINERALS and OIL and GAS are collectively referred to as "**EXCLUDED RIGHTS and INTERESTS**").

2.3 Excluded Oil, Gas, Minerals and Other Interests. Grantor **EXCEPTS** from this conveyance the following COAL and MINERALS and OIL and GAS where and to the extent that a THIRD PARTY owns and has the rights thereto, including, without limitation, the exceptions and reservations set forth in that certain Grantor Vesting Deed defined and described in **Exhibit A** attached hereto and made a part hereof, and **EXCEPTS and RESERVES** exclusively unto Grantor, its successors and assigns, where and to the extent that Grantor owns or has the rights thereto:

All of Grantor's rights, estates and interests within and underlying the CONVEYED SURFACE PROPERTY to the center of the earth, including but not limited to the following: (i) all COAL and MINERALS, and (ii) all OIL and GAS.

TOGETHER WITH all the rights and privileges whatsoever necessary, economical or useful in any Grantor Operations, including, without limitation, the following rights:

- (i) The right to conduct all Grantor Operations using any current or future processes, method or technologies, now known or in the future used, adopted or practiced, without leaving any support for the overlying strata or surface of the CONVEYED SURFACE PROPERTY or anything therein or thereon and without liability for any injury or destruction resulting to the overlying strata or surface thereto from any breaking or subsidence, or to anything therein or thereon, including any SYSTEMS AND FACILITIES, or structures or improvements of Grantee or Grantee's heirs, successors and assigns;
- (ii) The right of ventilation and drainage on or over any portion of the CONVEYED SURFACE PROPERTY;

- (iii) The right to all royalties, overriding royalties, net profits and related interests, reserves, reversions, remainders, rents, issues, profits and other payments or interest with respect to the COAL and MINERALS and OIL and GAS and Grantor Operations;
- (iv) The right to pool, unitize or combine into separate drilling or production units with other lands, leases, pools or interests, the OIL and GAS within one or more formations underlying the CONVEYED SURFACE PROPERTY or any part thereof or estates or lands in the vicinity, whether contiguous or noncontiguous, held by Grantor or any Third Party;
- (v) The right to enter all or any portion of the CONVEYED SURFACE PROPERTY to test, explore, develop, drill for, mine, remove, produce, operate for, gather, process, store, market and transport production of any OIL and GAS, COAL and MINERALS, water, other resources, products, supplies and/or any constituents by conveyor, pipeline, vehicle or otherwise to, from and across the CONVEYED SURFACE PROPERTY and from any other lands across or through the CONVEYED SURFACE PROPERTY, using any and all now known or in the future methods and technologies and across or through any, mines, voids and openings on, in and under the CONVEYED SURFACE PROPERTY; and
- (vi) All rights, title and interests related to any of the foregoing COAL and MINERALS and OIL and GAS, including all claims of, choses in action, privileges, benefits, and powers conferred upon the holder of the same with respect to the use and occupation of the surface and/or subsurface of the lands covered thereby that may be necessary, convenient, or incidental to the possession and enjoyment of such COAL and MINERALS and OIL and GAS.

2.4 Excluded Voids. Grantor **EXCEPTS** from this conveyance and **EXCEPTS and RESERVES** exclusively unto Grantor, its successors and assigns all pore spaces within any rock bodies in or underlying the CONVEYED SURFACE PROPERTY, including spaces between grains, fractures, vesicles, voids, and other subsurface areas.

2.5 Reserved Easement and Surface Rights. Grantor **EXCEPTS** from this conveyance and **EXCEPTS and RESERVES** exclusively unto Grantor, its successors and assigns the each of the following free and uninterrupted easements, rights and benefits on, over, across and through the CONVEYED SURFACE PROPERTY, as follows:

- (i) The **right and perpetual easement** to construct, install, access (by any existing or future means) use, operate, maintain, inspect, repair, rebuild, replace, monitor, secure, enclose, protect, supplement, remove obstructions, relocate, and reclaim one or more mines, well pads, SYSTEMS AND FACILITIES, now or in the future placed within the easement area on or through those portion of the CONVEYED SURFACE PROPERTY depicted on **Exhibit B** (“*Easement Area*”) in connection with Grantor Operations.
- (ii) The **right and perpetual license** to enter all or any portion of the CONVEYED SURFACE PROPERTY on such occasion(s) and to such extent, and for such purpose(s) as may be to comply with any Law respecting the CONVEYED SURFACE PROPERTY or Grantor Operations.
- (iii) The **right to and perpetual license** to enter upon all or any portion of the CONVEYED SURFACE PROPERTY to make all surveys necessary for any Grantor Operations within or on the CONVEYED SURFACE PROPERTY or within or on neighboring, adjacent or any other lands.
- (iv) The **right and perpetual license** to inject air, gas, water, brine and other substances from any source for any Grantor Operations on, in and through the CONVEYED SURFACE

PROPERTY into any subsurface area, strata or formation. (All easements, rights and benefits in Sections 2.3 (i) through (vi), 2.4, and 2.5 (i) through (iv) are collectively “**Reserved Surface and Subsurface Rights**”).

2.6 Exclusivity. Each and every right, title and interest herein **EXCEPTED AND RESERVED** from this conveyance is exclusive (but not personal) to Grantor, and its successors and assigns, and is in addition to rights, benefits and interests inherent with the ownership of the COAL and MINERALS, OIL and GAS and easements.

2.7 Assignability and Divisibility. Grantee, for itself and for Grantee’s heirs, successors and assigns, acknowledges and agrees that Grantor, and its successors and assigns, may freely:

- (i) grant, lease, license, sell, assign, pledge, mortgage, dedicate, encumber, and otherwise dispose of or transfer from time to time to Third Parties (and exclusively retain all benefits, profits and payments therefrom) all or any portion of the EXCLUDED RIGHTS and INTERESTS, including but not limited to granting any easements, rights-of-way, profits, or other surface rights or subsurface rights with respect thereto ;
- (ii) retain all royalties, overriding royalties, net profits and related interests, reserves, reversions, remainders, rents, issues, profits and other payments or interest with respect to all or any portion of the EXCLUDED RIGHTS and INTERESTS and Grantor Operations without any accounting or payments to Grantee, its heirs, successors and assigns.

2.8 Grantee Covenants. By the Grantee’s acceptance of this Deed, the Grantee, for itself and for Grantee’s heirs, successors and assigns, does hereby covenant and agree as follows:

- (i) Not to use, lease, license, sell, assign, pledge, mortgage, dedicate and otherwise dispose of, transfer or encumber the CONVEYED SURFACE PROPERTY or permit Third Parties to do so in any manner inconsistent with the EXCLUDED RIGHTS and INTERESTS;
- (ii) Not to grant lease, license, sell, assign, pledge, mortgage, dedicate and otherwise dispose of, transfer or encumber all or any portion of the EXCLUDED RIGHTS and INTERESTS to any Third Party, including without limitation, granting any easements, rights-of-way, profits, or other surface rights or subsurface rights with respect thereto;
- (iii) Not grant, lease, license, sell, assign, pledge, mortgage, dedicate and otherwise dispose of, transfer or encumber the CONVEYED SURFACE PROPERTY unless the provisions contained in Sections 2.2 through and including 2.10 of this Deed are set forth in the instrument, assignment or other document to or in favor of any such Third Party;
- (iv) To fully support Grantor's and its successor’s and assign’s permitting and regulatory approval activities related to the CONVEYED SURFACE PROPERTY and to adjacent properties, and in connection therewith agrees:
 - a) To cooperate in Grantor’s, and its successor’s and assign’s, obtaining, all permits, consents and approvals from any Governmental Authority or Third Party necessary or appropriate for any Grantor Operations;
 - b) Not to object to any drilling, production, mining, pooling, permit, and other applications and submittals of Grantor or its successors and assigns;
 - c) Not to appeal any approval, declaration, permit or order in favor of Grantor or its successors and assigns; and

- d) To sign and promptly return to Grantor any related consents or waivers requested by Grantor or its successors and assigns to comply with any permits or approvals for any Operations or to comply with any Laws.

2.9 Covenants Run with the Land. Each of the above COVENANTS (i) shall constitute a covenant running with the land, (ii) shall be enforceable as a restrictive covenant or affirmative covenant, as applicable, (iii) shall be binding upon the Grantee, and Grantee's heirs, successors and assigns and (iv) shall inure to the benefit of Grantor, its successors and assigns.

2.10 Termination of Grantor Rights. Grantee, for itself and for Grantee's heirs, successors and assigns, acknowledges and agrees that Grantor may at any time terminate all or any portion of its EXCLUDED RIGHTS and INTERESTS by properly executing and recording an appropriate document conveying all rights and interests provided for hereunder to Grantee or Grantee's heirs, successors and assigns.

ARTICLE III

"AS-IS", NO WARRANTY; DISCLAIMERS; CERTAIN DEFINITIONS

3.1 AS-IS; No Warranty. GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE CONVEYED SURFACE PROPERTY IS BEING SOLD AND ACCEPTED "AS IS" AND "WITH ALL FAULTS" (i) WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, (ii) WITHOUT AN INSPECTION OF THE CONVEYED SURFACE PROPERTY, AND (iii) WITHOUT ANY WARRANTY OF TITLE. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR AND THE AUCTIONEER HAVE NOT MADE ANY REPRESENTATION OR WARRANTY IN ANY MANNER RELATING TO THE CONVEYED SURFACE PROPERTY AND THAT IN PURCHASING THE CONVEYED SURFACE PROPERTY, GRANTEE IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OPINION MADE BY GRANTOR OR BY THE AUCTIONEER, OR ANY OF THEIR RESPECTIVE AGENTS.

3.2 Grantee Acknowledgement. The GRANTEE, for itself and for GRANTEE's heirs, successors and assigns, does hereby acknowledge: (i) COAL and MINERAL operations have been conducted and/or in the future will be conducted on, in, underlying, adjacent to and/or within the vicinity of the CONVEYED SURFACE PROPERTY; (ii) Some or all of the COAL and MINERALS on, in, underlying, adjacent and/or within the vicinity of all or portions of the CONVEYED SURFACE PROPERTY have been mined and removed and/or will in the future be mined and removed; (iii) The CONVEYED SURFACE PROPERTY may have been and/or in the future will be used for OIL and GAS, midstream, water exploration, development and production and related purposes; and (iv) Due to deterioration, subsidence, changes in topographical elevations, flooding of the CONVEYED SURFACE PROPERTY and/or other reasons related to past, present and future operations: (a) the surface and other strata and features of or pertaining to the CONVEYED SURFACE PROPERTY as well as structures and facilities located on or within the CONVEYED SURFACE PROPERTY may not be sound, stable, or secure and/or may hereafter become unsound, unstable or dangerous, (b) the water supply and sewage system(s) for the CONVEYED SURFACE PROPERTY are or may in the future become contaminated, deficient and/or diminished, and (c) there are or may be damaged structures and facilities on said CONVEYED SURFACE PROPERTY.

3.3 Disclaimers of Warranties and Representations. GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. FURTHER, GRANTOR DOES NOT WARRANT OR REPRESENT SUBJACENT OR LATERAL SUPPORT OF THE SURFACE OF THE CONVEYED SURFACE PROPERTY. GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 3.3 ARE “CONSPICUOUS” DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

3.4 Certain Definitions. The following terms, as used herein, have the meanings set forth below:

“*Affiliates*” mean, with respect to any Person, any other Person that, **now or in the future** directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For this purpose, “*control*” means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract, or otherwise).

“*COAL and MINERAL(S)*” mean all rights, title, interests and estates, in and to all veins, formations and seams of any and all coal, minerals, lignite, ores, metals, rocks, and aggregate, (including all stone and minerals of any kind or character, whether solid, liquid or gaseous, and all constituents, elements, compounds thereof and products produced or processed therefrom or in association therewith or any combination thereof, and include all rights and privileges set forth in Section 2.3(i) through (vi) of this Deed and such rights and privileges excepted and/or reserved in the Grantor Vesting Deed.

“*Encumbrance*” means any lien, mortgage, security interest, defect, irregularity, pledge, charge, restriction, encumbrance, encroachments, gore, strip, dispute, closure error, prior grants, or any matters affecting title, use or enjoyment of the CONVEYED SURFACE PROPERTY, whether recorded or unrecorded, and all physical conditions now existing or in the future developing on or about the CONVEYED SURFACE PROPERTY and any improvements and structures thereon, and/or features respecting the CONVEYED SURFACE PROPERTY, including without limitation, the following:

- (i) Any holdover tenants or other squatters or occupants of the CONVEYED SURFACE PROPERTY
- (ii) All encumbrances and other matters affecting title to the CONVEYED SURFACE PROPERTY set forth in any title search, opinion, commitment or policy issued to GRANTEE, if any;
- (iii) All liens for real estate, ad valorem or other taxes, assessments and governmental charges, whether general or special, related to the CONVEYED SURFACE PROPERTY not yet due and payable;
- (iv) Zoning Laws, building and use restrictions, codes and ordinances of any Governmental Authority and the state of compliance or noncompliance of the CONVEYED SURFACE PROPERTY with any Laws, or private restrictive covenants applicable to or affecting the CONVEYED SURFACE PROPERTY;

- (v) All easements, rights-of-way, licenses, servitudes, surface use agreements, cooperation agreements, permits, roadways, estates, covenants, conditions, exceptions, reservations, rights of a common owner of any interest held by Grantor or its predecessors or successors and assigns for the joint or common operations or use of the lands, rights-of-way, facilities and equipment, including without limitation grants or reservations of COAL and MINERAL and OIL and GAS, and restrictions, apparent on the CONVEYED SURFACE PROPERTY or shown by or referred to in instruments of record or known to Grantee;
- (vi) All matters that an accurate and complete survey, inspection and/or title examination would reveal; and
- (vii) Water, sewage, gas, electric, telephone and cable lines and other utilities, if any, affecting the CONVEYED SURFACE PROPERTY.

“Governmental Authority” means any existing or future federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, belief, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

“Grantor Operations” mean COAL and MINERAL, OIL and GAS, midstream, water and other operations of any kind and activities of Grantor and its successors and assigns and of each of their respective Grantor Parties, including without limitation, all exploration, development, drilling, mining, excavation, stimulation, removal, production, processing, marketing, transporting, and storage and related activities.

“Grantor Parties” mean Grantor, and its Affiliates, and each of their respective shareholders, partners, directors, officers, members, employees, consultants, contractors, representatives, subcontractors, agents, visitors, licensees, invitees, successors and assigns.

“Law” means any existing or future applicable statute, law, rule, regulation, ordinance, order, code, ruling, writ, injunction, judgment, decree, legal mandate or other official act of or by any Governmental Authority.

“OIL and GAS” means all rights, title, interests and estates, in and to oil and gas, gaseous substances, natural gas, gob gas, casing head gas, drip and natural gasoline, condensate, distillate, coal bed methane gas and other liquid and gaseous hydrocarbons and all constituents, elements, compounds thereof and products produced or processed therefrom or in association therewith (whether or not such item is in liquid or gaseous form) or any combination thereof, including all OIL and GAS bearing sands, strata, formations and horizons in which OIL and GAS has been or may be found, and includes all rights and privileges set forth in Section 2.3 (i) through (vi) of this Deed and such rights and privileges excepted and/or reserved in the Grantor Vesting Deed.

“Person” means any individual, corporation, company, partnership, limited partnership, limited liability company, trust, estate, Governmental Authority or any other entity.

“*Systems and Facilities*” mean pipes, utilities, water, sewage, gas, electric, power, midstream and communication lines and systems, roads, air shafts, boreholes, compressor stations and all other aerial, surface and/or underground lines, structures, improvements, systems and facilities and related conduits, pumps, pads, transformers, wires, switches, anchors, guys, cross-arms, cables, poles, equipment and fixtures, necessary or useful in any Grantor Operations.

“*Third Party*” means any Person other than Grantor and Grantee.

ARTICLE IV ASSUMPTION OF RISK

By accepting this Deed, and as a part of the consideration for this conveyance, Grantee, for itself and for Grantee’s heirs, successors and assigns, KNOWINGLY AND VOLUNTARILY, accepts and covenants and agrees to ASSUME ANY AND ALL RISKS OF LOSS AND HAZARDS to persons or CONVEYED SURFACE PROPERTY whether now existing or in the future associated with the CONVEYED SURFACE PROPERTY or arising on account of past, present or future: (i) conditions of the CONVEYED SURFACE PROPERTY; (ii) operations on the CONVEYED SURFACE PROPERTY; or (iii) subsidence in, on or under the CONVEYED SURFACE PROPERTY.

ARTICLE V WAIVER AND RELEASE

Grantee, for itself and for Grantee’s heirs, successors and assigns, KNOWINGLY AND VOLUNTARILY, HEREBY EXPRESSLY **FOREVER WAIVES, RELEASES, AND DISCHARGES** the Grantor, its successors and assigns, from any and all liability, damages, claims, demands, actions or causes of action, present or future, legal or equitable, of every kind, nature and description, arising in any manner in connection with: (i) any condition of the CONVEYED SURFACE PROPERTY or any mining, exploration, development or other operations or activities conducted thereon; (ii) any right of Grantee or Grantee’s heirs, successors and assigns to demand that Grantor, Grantor’s successors and assigns stabilize, remediate, reclaim or otherwise take any action with respect to the CONVEYED SURFACE PROPERTY or any property underlying the same at any time; (iii) the present and/or future existence of any substances, materials or conditions located thereon or therein; and (iv) any subsidence to the CONVEYED SURFACE PROPERTY or squeeze, slip or falling in of the surface; and (v) the exercise by Grantor of any of the rights or interests granted or EXCEPTED AND RESERVED herein or in prior instruments of record. This **WAIVER AND RELEASE**, includes but is not limited to, the water restoration/replacement/compensation obligations and structure restoration/repair/compensation obligations contained in The Bituminous Mine Subsidence and Conservation Act, 52 P.S. §§1406.1 (the “*Act*”) which Act the Grantee acknowledges that Grantee has received and read. This conveyance is or may be subject to the existence of other **RELEASES AND WAIVERS** relative to some or all of the CONVEYED SURFACE PROPERTY and any such existing **RELEASES AND WAIVERS** are in addition to the **RELEASE AND WAIVER** set forth in this Deed. Further, any such **RELEASES AND WAIVERS** are covenants that run with the land and are binding upon the Grantee, and Grantee’s heirs, successors and assigns.

ARTICLE VI

MISCELLANEOUS

6.1 Successors and Assigns. This Deed shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

6.2 Severability. If any provision of this Deed or its application will be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision, and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court shall determine that any provision of this Deed is in any way unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision enforceable.

6.3 Further Assurances. Grantor and Grantee each agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other for carrying out the purposes of this Deed.

6.4 Merger. No provision of the Real Estate Purchase Agreement, including all exhibits and schedules, between Grantor and Grantee (collectively "**Purchase Agreement**") shall be deemed to enlarge, alter or amend the terms or provisions of this Deed. All terms, conditions, disclosures, exhibits, representations, exceptions, and acknowledgements and any other provisions contained in the Purchase Agreement shall be merged herein and shall not survive execution and delivery of this Deed. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Deed and the terms and conditions of the Purchase Agreement, the terms and conditions of the Deed shall control.

6.5 DECLARATION OF CONSIDERATION OR VALUE. Grantor hereby declares that the total consideration paid for the transfer of the CONVEYED SURFACE PROPERTY to Grantee is \$[_____].

6.6 Intentionally Deleted

6.7 Coal Severance Notice (52 P.S. 1551)

NOTICE — THIS DEED MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS DEED. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE ACT OF JULY 17, 1957, P.L. 984, § 1 AS AMENDED 1965, SEPT. 10, P.L. 505, NO. 255, § 1.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed on the date first above written by their duly authorized representatives.

GRANTOR:

CNX LAND LLC

By: _____

GRANTEE:

By: [_____]

By: [_____]

NOTICE

GRANTEE KNOWS THAT IT MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE RESULTING FROM COAL MINING OPERATIONS AND THAT THE CONVEYED SURFACE CONVEYED SURFACE PROPERTY MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTERESTS IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 § 1.

GRANTEE:

By: _____

By: _____

I hereby certify that the precise address of the Grantee is as follows:

By: _____

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF WASHINGTON :

On this, the ____ day of _____, 201_, before me the undersigned officer, personally appeared [NAME OF OFFICER] who acknowledged himself/herself to be the [INSERT TITLE] of [INSERT ENTITY NAME], a [STATE OF FORMATION/TYPE OF ENTITY], and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained for and on behalf of said entity.

In witness whereof, I hereunto set my hand and official seal.

Notary Public: _____

Print Name: _____

My commission expires: _____

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF [WASHINGTON] :

On this, the ____ day of _____, 20_, before me the undersigned officer, personally appeared [NAMES OF GRANTEES] known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public: _____

Print Name: _____

My commission expires: _____

This document was prepared by:

_____ Esq.

EXHIBIT A

CONVEYED SURFACE PROPERTY

[INSERT LEGAL DESCRIPTION]

TAX PARCEL ID #

BEING [the same] [a part of] property which [_____] by deed dated [_____] and recorded [_____] in the Recorder's Office of [_____] County, [_____] in Deed Book Volume [____], page [____], granted and conveyed unto [_____] the Grantor herein ("**Grantor Vesting Deed**").

EXHIBIT B
EASEMENT AREA