

Bill Patton and Linda Patton
P O Box 411
Richlands, VA 24641

October 28, 2016

Rick Cooper, Director
Virginia Division of Gas and Oil

Mr. Cooper:

This is in regards to your letter dated October 20, 2016, we would like to appeal the permit application 29104 for Coalbed Methane Gas Operation T54 W/Pipeline on our property located at Jewell Ridge, VA.

Sincerely,



Bill Patton



Linda Patton



Rick
Cooper

10/28/16

VIRGINIA DIVISION OF GAS AND OIL
NOTICE OF INFORMAL FACT FINDING HEARING

In regard to CNX Gas Company Inc.
Proposed Permit for a new gas operation

Application 29104 for Coalbed Methane Well T54 with Pipeline
Located in the Maiden Spring District of Tazewell County, Virginia

Docket Number IFFH's 245

In Accordance with §45.1-361.35.H. of the Code of Virginia, the Director of the Division of Gas and Oil has scheduled an Informal Fact Finding Hearing (IFFH) to consider objections received from **Bill Patton, Linda Patton, Millard Farmer Jr., Clarence E. Farmer, Sandra Ratcliffe, Michael E. Griffith and Barbara Farmer Altizer** to be affected by the above-named operation(s). The objections by Surface Owners and Royalty Owners was received at the office of the Division of Gas and Oil in a timely manner and in accordance with § 45.1-361.11, and § 45.1-361.35. This notice of hearing is being sent to the permit applicant and to all parties with standing to object as prescribed by §45.1-361.30. All parties are entitled to be represented by counsel at the hearing, if desired. Those receiving notice of this proceeding and who did not object to the application, are not required to attend.

The objections have been filed by Surface and Royalty Owners against the permit application modifications for **CNX Gas Company Inc. for operations CBM T54** in accordance with:

§ 45.1-361.35. Objections to permits.

1. The operations plan for soil erosion and sediment control is not adequate or effective;
2. Measures in addition to the requirement for a well's water-protection string are necessary to protect fresh water-bearing strata; and
3. The permitted work will constitute a hazard to the safety of any person.
4. Location of the coalbed methane well or coalbed methane well pipeline will unreasonably infringe on the surface owner's use of the surface, provided; however, that a reasonable alternative site is available within the unit, and granting the objection will not materially impair any right contained in an agreement, valid at the time of the objection, between the surface owner and the operator or their predecessors or successors in interest.

The only objections to permits or permit modifications that may be raised by royalty owners are whether the proposed well work:

1. Directly impinges upon the royalty owner's gas and oil interest; or
2. Threatens to violate the objecting royalty owner's property or statutory rights aside from his contractual rights; and
3. Would not adequately prevent the escape of the Commonwealth's gas and oil resources or provide for the accurate measurement of gas and oil production and delivery to the first point to sale.

All testimony in this conference must be relevant to objections allowed for and detailed in the Gas and Oil Act in this section.

Date and location of Conference:

The hearing is scheduled for Tuesday September 20, 2016, beginning at 2:00 PM. The hearing will be held at the Russell County Government Conference Center, 139 Highland Drive, Lebanon, Virginia. Contact the Division at (276) 415-9700 with any questions. Specific directions and other important information can be accessed from the Department of Mines, Minerals and Energy website: <http://www.dmme.virginia.gov/divisiongasoil.shtml>

Informal Fact Finding Hearings are to be conducted according to provisions of the Administrative Processes Act of the Code of Virginia (§ 2.2-4019). In reaching a decision, the Director may rely upon any public data, field research, documents, and testimony given at the hearings.

This notice was prepared on **August 29, 2016** and will be sent by certified mail, return receipt requested, to every person with standing to object as prescribed by § 45.1-361.30.



Rick Cooper, Director
Virginia Division of Gas and Oil
P.O. Drawer 159
Lebanon, Virginia 24266



Operations Name: CBM T54 W/PL
Application Number: 29104

**APPLICATION FOR A NEW PERMIT, PERMIT MODIFICATION,
OR TRANSFER OF PERMIT RIGHTS**

Application Information:

Name: CNX Gas Company LLC
Address: PO Box 570
Pounding Mill, VA 24637
Telephone Number: (276)596-5075
Designated Agent: CT Corporation

Type of Application: New
Type of Operation: Coalbed/Pipeline
Horizontal Unit Name:

Operator's Bond Information:

Bond Number	Type	Amount	Institution
CMS233368	SUR	100000.00	RLI Insurance Company

Article 2 Board Requirements:

Field Order:

Does this application fall under a Field Order established by the Virginia Gas and Oil Board? Yes

Field Name: Oakwood Coalbed Field 1

Increased Density:

Is this well an increased density well for the unit? No

Pooling:

Is pooling Voluntary? No

If no, Docket #: 16-0920-4097

Location Exception:

Is an exception to statewide spacing required by the board? No

Director Exception:

Is an exception to field order spacing required by the Director? No

Is location exception due to mining? No

Application Certification:

I, Beverly Webb representing CNX Gas Company LLC

certify that all persons required to be notified under Section 45.1-361.30 of the Code of Virginia have been notified. Proof of notice is included as a part of this application. In the case of an application for a Permit, Permit Modification, or an application under 4 VAC 25-150-80, I hereby state that the Applicant named above has the right to conduct operations as set forth in the application and operations plan.

Title: Permitting Agent

Date: 5/27/2016



Operations Name: CBM T54 W/PL
 Application Number: 29104

TECHNICAL DATA SHEET FOR PERMIT APPLICATIONS UNDER SECTION 45.1-361.29

the information is related to the conversion of a VVH to a CBM under 4 VAC 25-150-580.

Geological Target Formation: Pocahontas

Estimated Depth of Completed Well : 2600.0

GEOLOGICAL DATA (ESTIMATE)

Predict:

Description	FileName
Predict	T54 Predict.pdf
Schematic	T54 Schematic.pdf

Consent to Stimulate:

Description	FileName
Coronado IV LLC	Coronado IV LLC CTS.pdf
Pocahontas Resources LLC	PMC CONSENT.pdf

Proposed Casing/Tubing Program

	Size	Depth	Cement Details
Conductor	9 5/8" - 13 3/8"	0' - 75'	Cemented to Surface
Surface/Water Prot. Casing	4 1/2"	2370	Cemented to Surface
Coal Protection Casing	4 1/2"	2370	Cemented to Surface
Other Casing	7"	352	Cemented to Surface
Other Casing			
Other Casing			
Production Casing	4 1/2"	2370	Cemented to Surface
Tubing	2 3/8"	2445	



Commonwealth of Virginia
 Department of Mines, Minerals, and Energy
 Division of Gas and Oil
 P.O. Drawer 159, Lebanon, VA 24266
 Telephone: (276) 415-9700

Operations Name: CBM T54 W/PL
Application Number: 29104

NOTICE OF APPLICATION FOR A PERMIT OR PERMIT MODIFICATION

Take Notice of CNX Gas Company LLC, pursuant to Code of Virginia, Section 45.1-361.29, is filing this Notice and Application of a permit with the Virginia Division of Gas and Oil with respect to an operation on the Billy Charles Patton et al tract of 30.28 acres, more or less, Maiden Spring District, TAZEWELL City/County, Virginia.

Attached to this Notice of Application is a copy of the required plat or map, operations plan and other information required by the Director. The operations plan describes the work to be done and meets the requirements of Regulation 4 VAC 25-150-100.

You may have the right to file an objection to the proposed operations within fifteen (15) days from the receipt of this notice pursuant to the Code of Virginia, Section 45.1-361.35. A copy of this Code section is attached for your review. You must describe the specific practices you are objecting to and reference the appropriate part of Section 45.1-361.35 when submitting any objection.

Section 45.1-361.35.A "Objections to new or modification permits may be filed with the Director by those having standing as set out in Section 45.1-361.30. Such objections shall be filed within fifteen days of the objecting party's receipt of the notice required by Section 45.1-361.30. Persons objecting to a permit must state the reasons for their objections."

After receipt of a valid objection, an informal conference will be scheduled pursuant to the Code of Virginia Section 45.1-361.35.H.

Section 45.1-361.35.H "The Director shall fix a time and place for an informal fact finding hearing concerning such objections. The hearing shall not be scheduled for less than twenty nor more than thirty days after an objection is filed."

City/County: TAZEWELL	District: Maiden Spring	Quadrangle: JEWELL RIDGE
Waterway: Middle Creek	Farm Name: Pocahontas Resources LLC	
State Plane NAD 83 East / X	State Plane NAD 83 North / Y	Surface Elevation
10527395.2700	3609667.5100	2953.12

OBJECTIONS MUST BE FILED WITH

DEPARTMENT OF MINES, MINERALS AND ENERGY
DIVISION OF GAS AND OIL
 P.O. Drawer 159
 Lebanon, VA 24266
 276-415-9700

SECTION 45.1-361.35 - OBJECTIONS TO PERMITS; HEARINGS

A. Objections to new or modification permits may be filed with the Director by those having standing as set out in Section 45.1-361.30. Such objections shall be filed within fifteen days of the objecting party's receipt of the notice required by Section 45.1-361.30. Persons objecting to a permit must state the reasons for their objections.

B. The only objections to permits or permit modifications which may be raised by surface owners are:

1. The operations plan for soil erosion and sediment control is not adequate or effective;
2. Measures in addition to the requirement for a well's water-protection string are necessary to protect fresh water-bearing strata; and
3. The permitted work will constitute a hazard to the safety of any person.
4. Location of the coalbed methane well or coalbed methane well pipeline will unreasonably infringe on the surface owner's use of the surface, provided; however, that a reasonable alternative site is available within the unit, and granting the objection will not materially impair any right contained in an agreement, valid at the time of the objection, between the surface owner and the operator or their predecessors or successors in interest.

C. The only objections to permits or permit modifications which may be raised by royalty owners are whether the proposed well work:

1. Directly impinges upon the royalty owner's gas and oil interests; or
2. Threatens to violate the objecting royalty owner's property or statutory rights aside from his contractual rights; and
3. Would not adequately prevent the escape of the Commonwealth's gas and oil resources or provide for the accurate measurement of gas and oil production and delivery to the first point of sale.

D. Objections to permits or permit modifications may be raised by coal owners or operators pursuant to the provisions of Sections 45.1-361.11 and 45.1-361.12.

E. The only objections to permits or permit modifications which may be raised by mineral owners are those which could be raised by a coal owner under Section 45.1-361.11 provided the mineral owner makes the objection and affirmatively proves that it does in fact apply with equal force to the mineral in question.

F. The only objections to permits or permit modifications which may be raised by gas storage field operators are those in which the gas storage operator affirmatively proves that the proposed well work will adversely affect the operation of his State Corporation Commission certificated gas storage field; however, nothing in this subsection shall be construed to preclude the owner of nonstorage strata from the drilling of wells for the purpose of producing oil or gas from any stratum above or below the storage stratum.

G. The Director shall have no jurisdiction to hear objections with respect to any matter subject to the jurisdiction of the Board as set out in Article 2 (Section 45.1-361.13 et seq.) of this chapter. Such objections shall be referred to the Board in a manner prescribed by the Director.

H. The Director shall fix a time and place for an informal fact finding hearing concerning such objections. The hearing shall not be scheduled for less than twenty nor more than thirty days after the objection is filed. The Director shall prepare a notice of the hearing, stating all objections and by whom made, and send a copy of such notice by certified mail, return receipt requested, at least ten days prior to the hearing date, to the permit applicant and to every person with standing to object as prescribed by Section 45.1-361.30.

I. At the hearing, should the parties fail to come to an agreement, the Director shall proceed to decide the objection pursuant to those provisions of the Administrative Process Act (Section 9-6.14.1 et seq.) relating to informal fact finding hearings.



Commonwealth of Virginia
Department of Mines, Minerals, and Energy
Division of Gas and Oil
P.O. Drawer 159, Lebanon, VA 24266
Telephone: (276) 415-9700

Operations Name: CBM T54 W/PL
Application Number: 29104

NOTICE OF RIGHT TO OBJECT

CNX Gas Company LLC is applying for a permit from the Virginia Department of Mines, Minerals and Energy, Division of Gas and Oil, to conduct gas and oil operations for well/pipeline number CBM T54 W/PL. The activities proposed to be permitted are described in the enclosed Notice of Application for a permit.

We are required to give you notice of this application, and you have certain rights. You have 15 days from the day you receive this notice to do one of the following:

1. You may sign and return the attached waiver form if you wish to waive the time and any right you may have to object to the permit application. The Virginia Gas and Oil Act gives you the option to waive these rights in writing. (You may submit this waiver to the Division of Gas and Oil, 135 Highland Drive, Post Office Drawer 159, Lebanon, VA 24266, Telephone (276) 415-9700, Fax (276) 415-9671.)

2. You may file an objection to the issuance of this permit. The types of objections which may be raised are listed in Section 45.1-361.35 of the Virginia Gas and Oil Act. A copy of this code section is attached hereto for your review.

If you wish to object to this permit application, then you must file your objections, including your reasons why, within 15 days of receipt of this letter. You must file any objections with the Director of the Division of Gas and Oil at the address given above. If statutorily allowed objections in accordance with the Virginia Gas and Oil Act, Section 45.1-361.35, are submitted to the Division of Gas and Oil, then the Division will hold an informal fact-finding hearing concerning them. You will be notified if an informal conference is scheduled.

3. You may take no action. This will cause you to waive any rights you may have to object to the permit application.

I affirm that this notice and waiver form is being sent to you on behalf of CNX Gas Company LLC on this 8th day of November, 2016.

Signature of Permit Applicant

WAIVER

Operations Name: CBM T54 W/PL
Application Number: 29104

TO: (Commonwealth of Virginia, Department of Mines, Minerals & Energy, Division of Gas and Oil)
(135 Highland Drive, P.O. Drawer 159, Lebanon, VA 24266)

I acknowledge receipt of the notice that CNX Gas Company LLC has applied for a permit to conduct gas and/or oil operations for well/pipeline number CBM T54 W/PL. I hereby waive my fifteen-day right, if any, to object to the permit application.

I understand that the Division of Gas and Oil may rely on this waiver in reaching a decision on the permit application.

Signed: _____ Date: _____

Print Name: _____

SECTION 45.1-361.35 - OBJECTIONS TO PERMITS; HEARINGS

A. Objections to new or modification permits may be filed with the Director by those having standing as set out in Section 45.1-361.30. Such objections shall be filed within fifteen days of the objecting party's receipt of the notice required by Section 45.1-361.30. Persons objecting to a permit must state the reasons for their objections.

B. The only objections to permits or permit modifications which may be raised by surface owners are:

1. The operations plan for soil erosion and sediment control is not adequate or effective;
2. Measures in addition to the requirement for a well's water-protection string are necessary to protect fresh water-bearing strata; and
3. The permitted work will constitute a hazard to the safety of any person.
4. Location of the coalbed methane well or coalbed methane well pipeline will unreasonably infringe on the surface owner's use of the surface, provided; however, that a reasonable alternative site is available within the unit, and granting the objection will not materially impair any right contained in an agreement, valid at the time of the objection, between the surface owner and the operator or their predecessors or successors in interest.
5. If the surface owner is an interstate park commission, the location of the well or pipeline will unreasonably infringe on the surface owner's use of the surface, provided that a reasonable alternative site is available within the unit, and that granting the objection will not materially impair any right contained in an agreement, valid at the time of the objection, between the surface owner and the operator or their predecessors or successors in interest.

C. The only objections to permits or permit modifications which may be raised by royalty owners are whether the proposed well work:

1. Directly impinges upon the royalty owner's gas and oil interests; or
2. Threatens to violate the objecting royalty owner's property or statutory rights aside from his contractual rights; and
3. Would not adequately prevent the escape of the Commonwealth's gas and oil resources or provide for the accurate measurement of gas and oil production and delivery to the first point of sale.

D. Objections to permits or permit modifications may be raised by coal owners or operators pursuant to the provisions of Sections 45.1-361.11 and 45.1-361.12.

E. The only objections to permits or permit modifications which may be raised by mineral owners are those which could be raised by a coal owner under Section 45.1-361.11 provided the mineral owner makes the objection and affirmatively proves that it does in fact apply with equal force to the mineral in question.

F. The only objections to permits or permit modifications which may be raised by gas storage field operators are those in which the gas storage operator affirmatively proves that the proposed well work will adversely affect the operation of his State Corporation Commission certificated gas storage field; however, nothing in this subsection shall be construed to preclude the owner of nonstorage strata from the drilling of wells for the purpose of producing oil or gas from any stratum above or below the storage stratum.

G. The Director shall have no jurisdiction to hear objections with respect to any matter subject to the jurisdiction of the Board as set out in Article 2 (Section 45.1-361.13 et seq.) of this chapter. Such objections shall be referred to the Board in a manner prescribed by the Director.

H. The Director shall fix a time and place for an informal fact finding hearing concerning such objections. The hearing shall not be scheduled for less than twenty nor more than thirty days after the objection is filed. The Director shall prepare a notice of the hearing, stating all objections and by whom made, and send a copy of such notice by certified mail, return receipt requested, at least ten days prior to the hearing date, to the permit applicant and to every person with standing to object as prescribed by Section 45.1-361.30.

I. At the hearing, should the parties fail to come to an agreement, the Director shall proceed to decide the objection pursuant to those provisions of the Administrative Process Act (Section 9-6.14.1 et seq.) relating to informal fact finding hearings.



Commonwealth of Virginia
Department of Mines, Minerals, and Energy
Division of Gas and Oil
P.O. Drawer 159, Lebanon, VA 24266
Telephone: (276) 415-9700

NOTICE BY PUBLICATION OF AN APPLICATION FOR A PERMIT

For purposes of publication requirements under § 45.1-361.30.E., the following format shall be used.

**NOTICE OF APPLICATION
FOR**

Operations Name: CBM T54 W/PL
Application Number: 29104

Take Notice that, pursuant to Code of Virginia, Section 45.1-361.30.E. the undersigned operator proposes to file, or has filed, an application for gas and oil operations known as CBM T54 W/PL with the Department of Mines, Minerals and Energy, Division of Gas and Oil under Code of Virginia, Section 45.1-361.29, with respect to an operation on the Billy Charles Patton et al tract of 30.28 acres, more or less, tract(s) in the Maiden Spring District, TAZEWELL City/County, Virginia

The application is on file with the Division of Gas and Oil identifying the proposed location and all work to be performed at the described site. Any inquiries should be directed to the Division of Gas and Oil at 276 415-9700.

Code of Virginia Section 45.1-361.30 identifies persons with rights to file objections to the gas and oil operation. Persons objecting to a permit must state their reasons for objecting within 15 days of the date of receipt of notice. Written objections must be filed with the Director, Department of Mines, Minerals and Energy, Division of Gas and Oil, P. O. Drawer 159, Lebanon, Virginia 24266.

Operator: CNX Gas Company LLC

Address: PO Box 570
Pounding Mill, VA 24637

Telephone Number: (276)596-5075



Operations Name: CBM T54 W/PL
Application Number: 29104

PERSONS RECEIVING OFFICIAL NOTICE OF PERMIT APPLICATION OR PERMIT MODIFICATION

For the purposes of an application for a new permit or permit modification, list such persons by name and address on additional sheets as needed with the title, "Supplemental Sheet for Persons Receiving Official Notice of Permit Application" and indicate the category for each person or group affected.

Application for Well Work Permit:

- Surface, coal and mineral owners on the tract to be drilled
- Surface owners of record on tracts where the surface is to be disturbed
- Gas, oil and royalty owners within
 - (1) one-half the distance specified in Section 45.1-361.17
 - (2) one-half the distance to the nearest well completed in the same pool or
 - (3) within the drilling unit established by the Virginia Gas and Oil Board
- Coal operators who have a registered operation plan with the Department for activities located on the tract to be drilled
- All coal operators who have applied for or obtained a mining or prospecting permit with respect to tracts within 500' of the proposed well location
- All coal or mineral owners on tracts located within 500' of the proposed well location
- All Storage Field Operators Within 1250'
- Local Government pursuant to Section 45.1-361.30.E
- Public notice pursuant to Section 45.1-361.30.E, such as an affidavit of publication from the newspaper

Coalbed Methane Well Applications (In Addition to Above)

- All coal operators, coal owners or mineral owners within 750 feet of the proposed well location
- All coal operators who have applied for or obtained a mining or prospecting permit with respect to tracts within 750 feet of the proposed well location

Applications for Pipelines and Facilities

- All surface owners affected by the proposed operations

Applications for Ground Disturbing Geophysical Operations

- Surface owners on tracts where the surface is to be disturbed
- Coal owners, coal operators, and mineral owners on the tract(s) to be drilled
- Coal operators who have registered operations plans with the Department for activities located on the tract to be drilled

SUPPLEMENTAL SHEET(S) FOR PERSONS RECEIVING OFFICIAL NOTICE OF PERMIT APPLICATION PURSUANT TO SECTION 45.1-361.30

APPLICATIONS FOR WELL WORK PERMIT

A. Surface, coal and mineral owners on the tract to be drilled

Anna Barbette Patton, , PO Box 135, Cedar Bluff, VA 24609
Anna Barbette Patton, , PO Box 135, Cedar Bluff, VA 24609
Billy Charles Patton, , PO Box 411, Richlands, VA 24641
Billy Charles Patton, , PO Box 411, Richlands, VA 24641
CNX Gas Company LLC, , PO Box 570, Pounding Mill, VA 24637
CNX Gas Company LLC, , PO Box 570, Pounding Mill, VA 24637
Coronado IV LLC, , PO Drawer L, Oakwood, VA 24631
Coronado IV LLC, , PO Drawer L, Oakwood, VA 24631
Jewell Smokeless Coal Corp., , PO Box 70, Vansant, VA 24656-0070
Jewell Smokeless Coal Corp., , PO Box 70, Vansant, VA 24656-0070
Linda Kay Patton, , PO Box 87, Jewell Ridge, VA 24622
Linda Kay Patton, , PO Box 87, Jewell Ridge, VA 24622
Pocahontas Resources LLC, c/o Pamela Blackburn, PO Box 1837, Abingdon, VA 24212-1837
Pocahontas Resources LLC, c/o Pamela Blackburn, PO Box 1837, Abingdon, VA 24212-1837
Revelation Energy, LLC, c/o Jeff Hoops, 1051 Main St, Milton, WV 25541-1215
Revelation Energy, LLC, c/o Jeff Hoops, 1051 Main St, Milton, WV 25541-1215

B. Surface owners of record on tracts where the surface is to be disturbed

Anna Barbette Patton, , PO Box 135, Cedar Bluff, VA 24609
Anna Barbette Patton, , PO Box 135, Cedar Bluff, VA 24609
Billy Charles Patton, , PO Box 411, Richlands, VA 24641
Billy Charles Patton, , PO Box 411, Richlands, VA 24641
Linda Kay Patton, , PO Box 87, Jewell Ridge, VA 24622
Linda Kay Patton, , PO Box 87, Jewell Ridge, VA 24622

C. Gas, oil and royalty owners within

1. one-half the distance specified in Section 45.1-361.17

N/A

2. one-half the distance to the nearest well completed in the same pool

N/A

3. within the drilling unit established by the Virginia Gas and Oil Board

Alpha Natural Resources, Inc., , PO Box 2345, Abingdon, VA 24212-2345
Alpha Natural Resources, Inc., , PO Box 2345, Abingdon, VA 24212-2345
Anna Barbette Patton, , PO Box 135, Cedar Bluff, VA 24609
Anna Barbette Patton, , PO Box 135, Cedar Bluff, VA 24609
Barbara Farmer Altizer, , PO Box 858, Richlands, VA 24641
Barbara Farmer Altizer, , PO Box 858, Richlands, VA 24641
Billy Charles Patton, , PO Box 411, Richlands, VA 24641
Billy Charles Patton, , PO Box 411, Richlands, VA 24641
CEE Consulting & Engineering, PLLC, c/o Charlie Ellis, 23345 Harbor Light Circle, Abingdon, VA 24211

CEE Consulting & Engineering, PLLC, c/o Charlie Ellis, 23345 Harbor Light Circle, Abingdon, VA 24211
Clarence Farmer, Jr, , PO Box 101, Jewell Ridge, VA 24622
Clarence Farmer, Jr, , PO Box 101, Jewell Ridge, VA 24622
CNX Gas Company LLC, , PO Box 570, Pounding Mill, VA 24637
CNX Gas Company LLC, , PO Box 570, Pounding Mill, VA 24637
Commonwealth of Virginia, Dept. of Transportation, 870 Bonham Rd, Bristol, VA 24201-2002
Commonwealth of Virginia, Dept. of Transportation, 870 Bonham Rd, Bristol, VA 24201-2002
Coronado IV LLC, , PO Drawer L, Oakwood, VA 24631
Coronado IV LLC, , PO Drawer L, Oakwood, VA 24631
Cynthia Anne Stinson, , 6350 Stinson Ridge Rd, Jewell Ridge, VA 24622-4004
Cynthia Anne Stinson, , 6350 Stinson Ridge Rd, Jewell Ridge, VA 24622-4004
Grat V. Cole etux, , 6742 Stinson Rd, Jewell Ridge, VA 24622
Grat V. Cole etux, , 6742 Stinson Rd, Jewell Ridge, VA 24622
Jewell Smokeless Coal Corp., , PO Box 70, Vansant, VA 24656-0070
Jewell Smokeless Coal Corp., , PO Box 70, Vansant, VA 24656-0070
Linda Kay Patton, , PO Box 87, Jewell Ridge, VA 24622
Linda Kay Patton, , PO Box 87, Jewell Ridge, VA 24622
Michael Edward Griffith, , 6393 Stinson Ridge Rd, Jewell Ridge, VA 24622
Michael Edward Griffith, , 6393 Stinson Ridge Rd, Jewell Ridge, VA 24622
Millard Kermit Farnet Jr, , 6507 Stinson Ridge Rd, Jewell Ridge, VA 24622
Millard Kermit Farnet Jr, , 6507 Stinson Ridge Rd, Jewell Ridge, VA 24622
Pardee Royalty/Minerals LLC, c/o Jeffery A Brown, 135 Corporate Center Dr Ste 510, Scott Depot, WV 25560-0018
Pardee Royalty/Minerals LLC, c/o Jeffery A Brown, 135 Corporate Center Dr Ste 510, Scott Depot, WV 25560-0018
Pocahontas Resources LLC, c/o Pamela Blackburn, PO Box 1837, Abingdon, VA 24212-1837
Pocahontas Resources LLC, c/o Pamela Blackburn, PO Box 1837, Abingdon, VA 24212-1837
Revelation Energy, LLC, c/o Jeff Hoops, 1051 Main St, Milton, WV 25541-1215
Revelation Energy, LLC, c/o Jeff Hoops, 1051 Main St, Milton, WV 25541-1215
Sandra Blankenship, , 6411 Stinson Ridge Rd, Jewell Ridge, VA 24622
Sandra Blankenship, , 6411 Stinson Ridge Rd, Jewell Ridge, VA 24622
Southern Region Ind. Realty Corp, , PO Box 1517, Bluefield, WV 24701-1517
Southern Region Ind. Realty Corp, , PO Box 1517, Bluefield, WV 24701-1517
United Mine Workers of America, Local Union1760, 18354 Quantica Gateway Dr, Triangle, VA 22172
United Mine Workers of America, Local Union1760, 18354 Quantica Gateway Dr, Triangle, VA 22172
White Wolf Energy, Inc., c/o Sheldon Sanders, PO Box 49, Eccles, WV 25836
White Wolf Energy, Inc., c/o Sheldon Sanders, PO Box 49, Eccles, WV 25836

D. Coal operators who have a registered operation plan with the Department for activities located on the tract to be drilled

N/A

E. All coal operators who have applied for or obtained a mining or prospecting permit with respect to tracts within 500' of the proposed well location

N/A

F. All coal or mineral owners on tracts located within 500' of the proposed well location

N/A

G. All Storage Field Operators Within 1250'

N/A

H. Local Government pursuant to Section 45.1-361.30.E

Tazewell Co. Admin., , 108 E Main St, Tazewell, VA 24651-1026

- I. Public notice pursuant to Section 45.1-361.30.E, such as an affidavit of publication from the newspaper
BDT, , PO Box 1599, Bluefield, WV 24701

COALBED METHANE WELL APPLICATION IN ADDITION TO ABOVE

- J. All coal operators, coal owners or mineral owners within 750 feet of the proposed well location

Coronado IV LLC, , PO Drawer L, Oakwood, VA 24631
Coronado IV LLC, , PO Drawer L, Oakwood, VA 24631

- K. All coal operators who have applied for or obtained a mining or prospecting permit with respect to tracts within 750 feet of the proposed well location

N/A

APPLICATIONS FOR PIPELINES AND FACILITIES

- L. All surface owners affected by the proposed operations

Anna Barbette Patton, , PO Box 135, Cedar Bluff, VA 24609
Anna Barbette Patton, , PO Box 135, Cedar Bluff, VA 24609
Billy Charles Patton, , PO Box 411, Richlands, VA 24641
Billy Charles Patton, , PO Box 411, Richlands, VA 24641
Linda Kay Patton, , PO Box 87, Jewell Ridge, VA 24622
Linda Kay Patton, , PO Box 87, Jewell Ridge, VA 24622

APPLICATIONS FOR GROUND DISTURBING GEOPHYSICAL OPERATIONS

- M. Surface owners on tracts where the surface is to be disturbed

N/A

- N. Coal owners, coal operators, and mineral owners on the tract(s) to be drilled

N/A

- O. Coal operators who have registered operations plans with the Department for activities located on the tract to be drilled

N/A



Commonwealth of Virginia
Department of Mines, Minerals, and Energy
Division of Gas and Oil
P.O. Drawer 159, Lebanon, VA 24266
Telephone: (276) 415-9700

NOTICE BY PUBLICATION OF AN APPLICATION FOR A PERMIT

For purposes of publication requirements under § 45.1-361.30.E., the following format shall be used.

**NOTICE OF APPLICATION
FOR**

Operations Name: CBM T54 W/PL
Application Number: 29104

Take Notice that, pursuant to Code of Virginia, Section 45.1-361.30.E. the undersigned operator proposes to file, or has filed, an application for gas and oil operations known as CBM T54 W/PL with the Department of Mines, Minerals and Energy, Division of Gas and Oil under Code of Virginia, Section 45.1-361.29, with respect to an operation on the Billy Charles Patton et al tract of 30.28 acres, more or less, tract(s) in the Maiden Spring District, TAZEWELL City/County, Virginia

The application is on file with the Division of Gas and Oil identifying the proposed location and all work to be performed at the described site. Any inquiries should be directed to the Division of Gas and Oil at 276 415-9700.

Code of Virginia Section 45.1-361.30 identifies persons with rights to file objections to the gas and oil operation. Persons objecting to a permit must state their reasons for objecting within 15 days of the date of receipt of notice. Written objections must be filed with the Director, Department of Mines, Minerals and Energy, Division of Gas and Oil, P. O. Drawer 159, Lebanon, Virginia 24266.

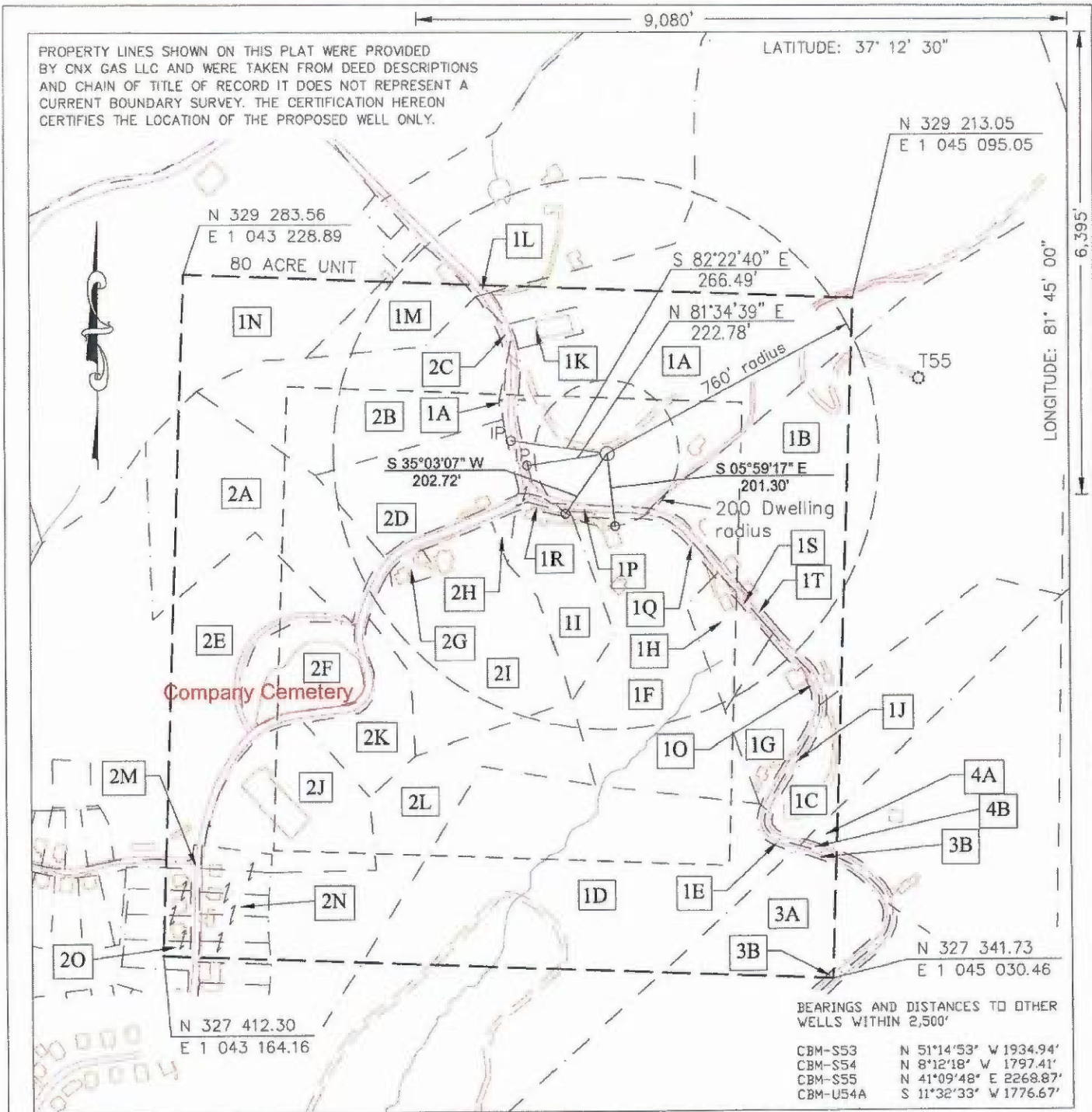
Operator: CNX Gas Company LLC

Address: PO Box 570
Pounding Mill, VA 24637

Telephone Number: (276)596-5075

Target Stimulation
ATTACHMENT DGO-GO-9(B)

CNX Gas Company LLC proposes to install a 4 1/2" fresh water/coal protection casing and production casing. The Pocahontas No. 3 Seam may be stimulated with a fluid carrier and propan process through the 4 1/2" casing. 4 1/2" fiberglass casing may or may not be set through the P-3 seam, therefore determining whether the P-3 seam is to be fraced open hole or through casing perforations. All 4 1/2" casing set above the P-3 seam shall be made of steel. Dependent upon the production from the primary target seam(s), the production casing may be perforated and the remaining target seams may be stimulated to increase production.



THE ACTUAL WELL LOCATION WILL BE WITHIN 10 FEET OF THE PROPOSED LOCATION ACCORDING TO 4 VAC 25-150-290 AND 45.1-361.30.

WELL LOCATION PLAT

Company CNX Gas Company LLC Well Name or Number CBM-T54

Tract No. Pocahontas Resources LLC, Tr. C (1) (669.12 Acre Tract) Scale: 1" = 400'

County TAZEWELL District MAIDEN SPRINGS ORDER OF JEWELL RIDGE Date _____

Elevation 2953.12 Well Elevation Determined By Traverse Levels From CONROL Inc. Benchmarks

Well Coordinates N 328,787.54 E 1,044,405.89 (Virginia State Plane South Zone - NAD' 27)

Well Coordinates N 3,609,667.51 E 10,527,395.27 (Virginia State Plane South Zone - NAD' 83)

This plat is a new plat ; an updated plat or a final plat

+ Denotes the location of a well on United States Topographic Maps, scale 1 to 24,000, latitude and longitude lines being represented by border lines as shown.

Form DGO-GO-7
Rev. 9/91

6/8/16

Licensed Professional Engineer or Licensed Land Surveyor (Affix Seal)

CNX Gas Company LLC

Unit T 54

Tract Identifications

- 1A. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Linda Kay Patton, et al – Gas
Billy Charles Patton, et al – Surface and Oil
CNX Gas Company LLC – Oil, Gas and CBM Leased
Tax Map 47A Parcel 9
9.32 Acres 11.6500%
- 1B. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC - Oil, Gas and CBM Leased
CEE Consulting & Engineering, PLLC – Surface, Oil and Gas
CNX Gas Company LLC – Oil, Gas and CBM Leased
Tax Map 47A Parcel 24
5.80 Acres 7.2500%
- 1C. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Cynthia Anne Stinson – Surface, Oil and Gas
CNX Gas Company – Oil, Gas and CBM Leased
Tax Map 47A Parcel 25
0.90 Acres 1.1250%
- 1D. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Fee
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
Tax Map 47A Parcel 19
10.35 Acres 12.9375%
- 1E. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) –Minerals
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
Commonwealth of Virginia – Surface
Tax Map 47A Parcel 00
0.08 Acres 0.1000%

"This title block is for general informational purposes only and does not reflect an analysis of the severance deed and its effect upon coal bed methane ownership and should not be relied upon for such purpose."

CNX Gas Company LLC

Unit T 54

Tract Identifications

- 1F. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Clarence Farmer, Jr., et al – Surface, Oil and Gas
Tax Map 47A Parcel 21
5.91 Acres 7.3875%
- 1G. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Michael Edward Griffith – Surface, Oil and Gas
Tax Map 47A Parcel 22
1.38 Acres 1.7250%
- 1H. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Sandra Blankenship – Surface, Oil and Gas
Tax Map 47A Parcel 23
0.95 Acres 1.1875%
- 1I. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Millard Kermit Farmer, Jr. – Surface, Oil and Gas
Tax Map 47A Parcel 20
1.82 Acres 2.2750%
- 1J. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC –CBM Leased
Commonwealth of Virginia – Surface, Oil and Gas
Tax Map 47A Parcel 00
0.22 Acres 0.2750%
- 1K. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Local Union 1760, United Mine Workers of America – Surface, Oil and Gas
Tax Map 47A Parcel 010
0.32 Acres 0.4000%

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CNX Gas Company LLC

Unit T 54

Tract Identifications

- 1L. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – CBM Leased
Grat V. Cole, et ux – Surface, Oil and Gas
CNX Gas Company LLC – Oil, Gas and CBM Leased
Tax Map 47A Parcel 08
0.05 Acres 0.0625%
- 1M. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC – Oil and Gas
Unknown Surface Owner
Tax Map 47A Parcel 00
1.29 Acres 1.6125%
- 1N. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
CNX Gas Company LLC – Oil and Gas
Unknown Surface Owner
Tax Map 47A Parcel 05
2.66 Acres 3.3250%
- 1O. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – CBM Leased
Commonwealth of Virginia – Surface, Oil and Gas
Tax Map 47A Parcel 22
0.25 Acres 0.3125%
- 1P. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
Commonwealth of Virginia (1/2) – Oil and Gas
Billy Charles Patton, et al or Commonwealth of Virginia (1/2) – Oil and Gas
Commonwealth of Virginia – Surface Owner
Tax Map 47A Parcel 00
0.65 Acres 0.8125%

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CNX Gas Company LLC

Unit T 54

Tract Identifications

- 1Q. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
CNX Gas Company LLC – Oil and Gas
Commonwealth of Virginia – Surface, Oil and Gas
Tax Map 47A Parcel 00
0.16 Acres 0.2000%
- 1R. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
Mozella R. Farmer or Commonwealth of Virginia – Oil and Gas
Commonwealth of Virginia – Surface
Tax Map 47A Parcel 05
0.05 Acres 0.0625%
- 1S. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – CBM Leased
Sandra Blankenship or Commonwealth of Virginia – Oil and Gas
Commonwealth of Virginia – Surface
Tax Map 47A Parcel 00
0.08 Acres 0.1000%
- 1T. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – CBM Leased
Commonwealth of Virginia – Surface, Oil and Gas
Tax Map 47A Parcel 00
0.37 Acres 0.4625%
2. Pocahontas Resources LLC, Tract 3 (64.65 Acre Tract) – All Minerals
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – Coal in P-3 Seam
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seam Leased
Revelation Energy, LLC – Coal Above the Red Ash Seam Leased
CNX Gas Company LLC - Oil, Gas and CBM Leased
Tax Map 47 Parcel 18A
34.81 Acres 43.5875%

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CNX Gas Company LLC

Unit T 54

Tract Identifications

- 2A. Unknown Surface Owner
 - 2B. Unknown Surface Owner
 - 2C. Unknown Surface Owner
 - 2D. Unknown Surface Owner
 - 2E. Unknown Surface Owner
 - 2F. Unknown Surface Owner
 - 2G. Unknown Surface Owner
 - 2H. Unknown Surface Owner
 - 2I. Unknown Surface Owner
 - 2J. Unknown Surface Owner
 - 2K. Unknown Surface Owner
 - 2L. Unknown Surface Owner
 - 2M. Unknown Surface Owner
 - 2N. Unknown Surface Owner
 - 2O. Unknown Surface Owner
-
- 3. Southern Region Industrial Realty, Inc. Tr.36 (60.30 Acre Tract) – All Coal Except P-3 Seam
Pardee Royalty LLC and Pardee Minerals LLC – Coal Owner’s Claim to CBM
Coronado IV LLC (CONSOL Buchanan Mining Company LLC)– Coal in P-3 Seam
White Wolf Energy, Inc - All Coal Leased except P-3, Raven, Tiller and Lower Seaboard Seams
Alpha Natural Resources, Inc. – Coal in Raven, Tiller and Lower Seaboard Seams Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC – CBM in P-3 Seam
Pardee Royalty LLC and Pardee Minerals LLC – Oil, Gas and CBM except CBM in P-3 Seam
CNX Gas Company LLC – CBM – Deemed Leased via JOA
Tax Map 47A Parcel 67
2.37 Acres 2.9625%
-
- 3A. Southern Region Industrial Realty, Inc. – Surface
Appalachian Forests A., LLC – Timber
 - 3B. Commonwealth of Virginia – Surface
-
- 4A. Southern Region Industrial Realty, Inc. Tr. 41 (12.45 Acre Tract) – All Coal Except P-3 Seam
Pardee Royalty LLC and Pardee Minerals LLC – Coal Owner’s Claim to CBM
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – Coal in P-3 Seam
White Wolf Energy, Inc - All Coal Leased except P-3, Raven, Tiller and Lower Seaboard Seams
Alpha Natural Resources, Inc. – Coal in Raven, Tiller and Lower Seaboard Seams Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC – CBM in P-3 Seam
Cynthia Anne Stinson – Surface, Oil and Gas
CNX Gas Company – Oil, Gas and CBM Leased
Tax Map 47A Parcel 25
0.10 Acres 0.1250%

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CNX Gas Company LLC

Unit T 54

Tract Identifications

- 4B. Southern Region Industrial Realty, Inc. Tr. 41 (12.45 Acre Tract) – All Coal Except P-3 Seam
Pardee Royalty LLC and Pardee Minerals LLC – Coal Owner's Claim to CBM
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – Coal in P-3 Seam
White Wolf Energy, Inc - All Coal Leased except P-3, Raven, Tiller and Lower Seaboard Seams
Alpha Natural Resources, Inc. – Coal in Raven, Tiller and Lower Seaboard Seams Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC – CBM in P-3 Seam
Commonwealth of Virginia – Surface, Oil and Gas
Tax Map 47A Parcel 00
0.05 Acres 0.0625%

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BUCHANAN MINERALS LLC

Buchanan Minerals, LLC
P.O. Drawer L
Oakwood, VA 24631

Date: April 1, 2016

Division of Gas and Oil
135 Highland Drive
Lebanon, VA 24266

To whom it may concern:

Please be advised that Buchanan Minerals LLC by a certain Mining, Management and Administrative Services Agreement dated March 31, 2016 has the ability to operate and manage assets related to property held by Coronado IV LLC. Buchanan Minerals LLC has no objection to wells drilled or proposed to be drilled by CNX Gas Company LLC deviating more than one degree from vertical.

CNX Gas Company LLC will provide a deviation survey to Buchanan Minerals, LLC at the above address upon the written request.

BY: *Brett Holbrook*

Brett Holbrook
Vice President
Buchanan Minerals, LLC
PO Drawer L
Oakwood, VA 24631
(276)498-6922
brettholbrook@buchanancoal.com

Witness: *E. Frank Anderson*

COALSEAM GAS LEASE

THIS LEASE is entered into this 13th day of February 1998, between POCAHONTAS MINING COMPANY LIMITED PARTNERSHIP, L. L. P., a Virginia limited liability limited partnership, and POCAHONTAS GAS PARTNERSHIP, a Virginia partnership consisting of Consolidation Coal Company, a Delaware corporation, and Conoco Inc., a Delaware corporation (hereinafter sometimes referred to as Lessee).

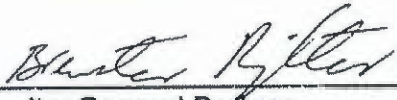
NOW, THEREFORE, WITNESSETH:

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, all of which is acknowledged by Lessor as full and adequate consideration for all rights, options and privileges herein granted, Lessor grants, leases and lets exclusively unto Lessee any and all rights it has to all of the coalseam gas, including, but not limited to, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded natural gas in any formation or other naturally occurring gases contained in or associated with any coalseam lying below the base of the Tiller seam and all zones in communication therewith and all associated natural gas and other hydrocarbons contained therein and all gas originating or produced from coalseam to coalseam (hereinafter collectively referred to as "coalseam gas" or "coalbed methane"), underlying the lands located in Tazewell County and in Buchanan County, Virginia, listed and shown on Exhibit A, and in McDowell County, West Virginia, listed and shown on Exhibit B, containing approximately 20,208.71 acres, more or less


(hereinafter referred to as Leased Premises) together with any and all rights necessary or convenient to develop, produce, market and sell said coalseam gas including, but not limited to, the exclusive rights of exploring, drilling, producing, gathering, transporting, and selling the coalseam gas, the rights to construct and maintain all pipelines, tanks, structures, and utility lines that Lessee may deem necessary and convenient for the production and/or transportation of coalseam gas or other gas, whether or not owned, leased, or produced by Lessee, from this and other lands, whether or not owned or leased by Lessee, and to inject under pressure any substance necessary to hydraulically fracture or artificially stimulate any coalseam lying below the horizon of the Tiller seam and to inject under pressure, water, brine and other fluids produced from or on the Leased Premises, or lands pooled or unitized therewith, into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of this and other lands, including the right to drill and operate disposal wells for such water, brine and other fluids produced from or on the Leased Premises, or lands pooled or unitized therewith. The rights herein granted do not include storage rights for coalseam gas or coalbed methane. The Leased Premises is identified both by maps and by a schedule listing individual tract names, acreages, and tract numbers as set forth in Exhibits A and B. The intent of the Lessor is to include all lands owned by it contained within the outside boundary lines marked on such maps and any lands not included within such boundary lines are not included in this Lease except by written acknowledgment of Lessor. This notwithstanding, if any boundaries of individual tracts are incorrectly described and

IN WITNESS WHEREOF, this Lease is entered into in duplicate this the day and
year first above written.

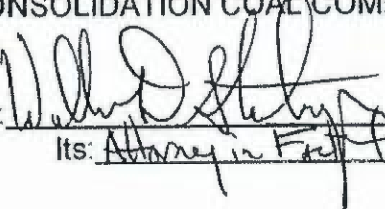
POCAHONTAS MINING COMPANY LIMITED
PARTNERSHIP, L. L. P.

By: 
Its: General Partner

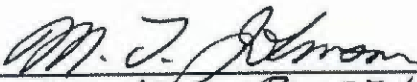
POCAHONTAS GAS PARTNERSHIP

By: 
Consolidation Coal Company
Its: Operator and a General Partner

CONSOLIDATION COAL COMPANY

By: 
Its: Attorney in Fact for Consolidation Coal
Company

CONOCO, INC.

By: 
Its: Vice President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

The foregoing instrument was acknowledged before me the day and year written next below by WILLIAM D. STANHAGEN, ATTORNEY of Consolidation Coal Company, for and on behalf of said company.
IN FACT FOR CONSOLIDATION COAL CO.

Given under my hand and notarial seal this 16th day of FEBRUARY, 1998.

My Commission expires 5-3-2001

Connie R. Crider

Notary Public

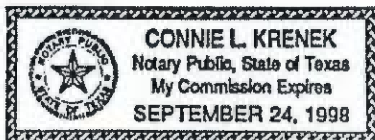
STATE OF Texas,
COUNTY OF Harris, to-wit:

Notarial Seal
Connie R. Crider, Notary Public
Upper St. Clair Twp., Allegheny County
My Commission Expires May 3, 2001
Member, Pennsylvania Association of Notaries

The foregoing instrument was acknowledged before me the day and year written next below by M. J. Johnson of Conoco, Inc. for and on behalf of said corporation.

Given under my hand and notarial seal this 16th day of Feb., 1998.

My Commission expires Sept. 24, 1998



Connie L. Krenek

Notary Public

EXHIBIT C

COALSEAM GAS LEASE

COAL LEASES:

1. Lease between Pocahontas Mining Corporation and Jewell Ridge Coal Corporation dated November 1, 1941, as amended, supplemented and subleased.
2. Lease between Slate Creek Pocahontas Coal Company and Pocahontas Mining Corporation dated December 31, 1955, as corrected, amended, supplemented and assigned.
3. Lease between Pocahontas Mining Corporation and Consolidation Coal Company dated July 1, 1960 as amended, supplemented, subleased and assigned.

OIL AND GAS LEASES:

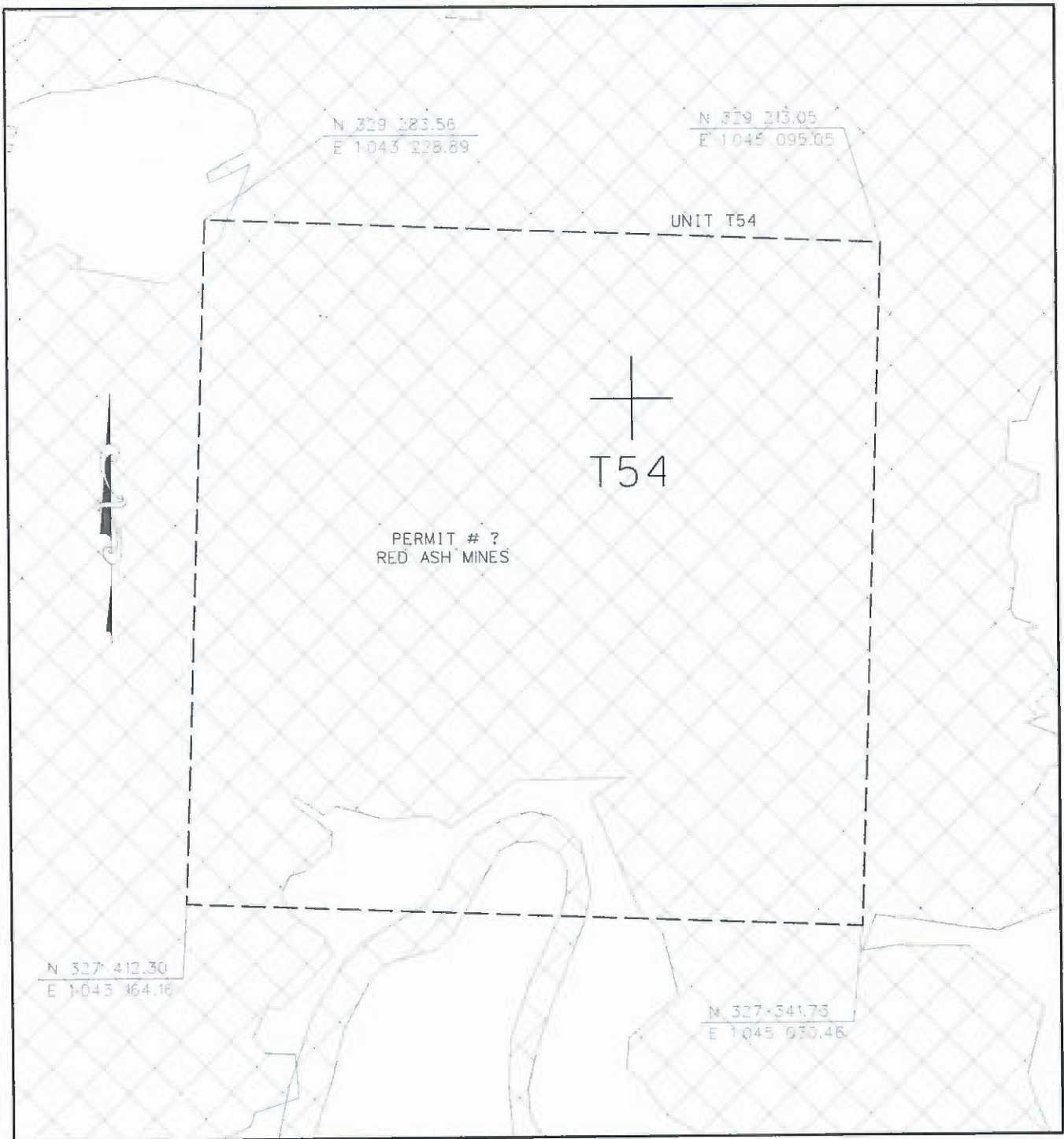
1. Lease between Pocahontas Mining Corporation and others to United Producing Company, Inc., dated March 19, 1947, as amended, supplemented, assigned and partially released.
2. Lease between Pocahontas Mining Company and Cabot Oil & Gas Corporation and Cabot Oil and Gas Corporation of West Virginia dated October 31, 1984, as amended, supplemented, partially released and assigned.
3. Lease between Pocahontas Mining Company Limited Partnership and Phoenix Diversified Ventures, Inc. Dated June 1, 1994.
4. Lease between Pocahontas Mining Company Limited Partnership and Cabot Oil & Gas Corporation dated May 1, 1996.
5. Lease between Pocahontas Mining Company Limited Partnership, L.L.P., and Cabot Oil and Gas Corporation dated February 1, 1998.

No Red Zone Required

A review of the access road, pipeline route and drill site has determined that a red zone designation will not be required.

Disposal of Produced Fluids

Produced fluids shall be transported for final disposal to one of following facilities: AW114A injection well (VAS2D970BRUS), Ball injection well (VAS2D921BBUC), U-7 injection well (VA52D926BBUC), N-26 injection well (VAS2D930BBUC), BPC 1 injection well (VAS2D960BBUC), or to Emats, Inc.



WELL & MINE LOCATION PLAT

Company CHX GAS COMPANY LLC Well Name and Number WELL T54
 Quadrangle JEWELL RIDGE Permit No.: _____ Scale: 1" = 400' Date 5/17/2016

Note: The mine locations are approximate locations taken from old mine maps.
 The maps are to be used for anticipated drilling hazards only.

CONSENT TO STIMULATION AND STATEMENT OF NO OBJECTION TO A UNIT DESIGNATION AND FORCE POOLING

The undersigned hereby acknowledges receipt of Notice and Application and accompanying plats and exhibits from CNX Gas Company LLC. The applications propose the stimulation of a coal seam or seams which the undersigned will operate and may propose the conversion of vertical ventilation holes (VVH's) to coalbed methane gas wells (as shown on Exhibit DGO-GO-7).

Execution of this statement is to record the fact that the undersigned consents to the stimulation by CNX Gas Company as well(s) operator of one or more coal seams, which the undersigned controls in the said Oakwood Coalbed Gas Field Unit/Nora Coalbed Field/Middle Ridge Coalbed Gas Field or in wells drilled on state wide spacing as proposed by the referenced Application.

Execution of this statement is to record the fact that the undersigned has no objection to the Virginia Gas and Oil Inspector Issuing a permit for wells in the said unit to CNX Gas Company LLC as operator.

This consent to stimulation is operator specific to CNX Gas Company LLC. The undersigned's consent to stimulation is expressly conditioned upon and limited to the well work permit(s) being issued to and in the name of CNX Gas Company LLC, upon the proposed stimulation being done by CNX Gas Company LLC and/or its agents or contractors which are subject to its direction and control, and upon CNX Gas Company being the operator of the well(s). Any transfer of the permit(s) issued upon this consent and/or any change of well operator without the written consent of the undersigned first obtained shall automatically void this consent. By submitting this conditional consent in the permitting process, the well permit applicant on its own behalf and on behalf of its successors and assigns, if any, agrees that it shall, immediately upon a permit transfer or change of well operator to which the undersigned has not consented in writing, shut in the well(s) and plug it/them.

Execution of this statement is to record the fact that the undersigned has no objection to variances from spacing or a variance of the production casing requirements for VR 480-05-22.1 § 3.07.G.1.b.

Execution of this statement is to record the fact that the undersigned agrees that the unit and force pooling proposed conform to its mine plan and is requesting the location of multiple wells within this unit which is required under § 45.1-361.20C to conform coalbed methane development to the mine plan and by the Oakwood II order VGOB-91-11-19-0162 and amended by VGOB-93-03-16-0349 § 7D.

If any other person entitled to notice of the Application files an objection, the undersigned does not waive the right to notice of subsequent hearings and their proceedings and reserves the right to appear and be heard.

By: Jeff Bltzer 5/25/2016

Jeff Bltzer
Vice President, Operations
Coronado IV, LLC
PO Drawer L
Oakwood, WV 24631

Witness: [Signature]



SAMPLE LOCATION
SEING CAMP
JEWELL RIDGE QUAD

▲ DRILLING FLUID INTAKE

WATER INTAKE LOCATION
JEWELL RIDGE QUAD
SEING CAMP

SCALE 1"=2000'



EMATS, Inc.

Energy - Engineering, Management and Technical Support

480 Claypool Hill Mall Road - Cedar Bluff, VA 24609 & P.O. Box 920 - Pounding Mill, VA 24637

Telephone - 276-963-8888 Fax - 276-596-9809

Certificate of Analysis

Client Name:	CNX Gas	Report Date:	12/08/2015
Mailing Address:	Drawer Consol Pounding Mill, VA 24637	Prepared By:	Matt Wilson, Lab Sup.
Physical Address:	627 Claypool Hill Mall Road Cedar Bluff, VA 24609	COA Serial Number:	120815-004
Attention:	Paul Morrison	Lab Number(AQ--w/o HNO₃):	120115-007
Telephone:	276-596-5012	Lab Number(AQ--w/HNO₃):	120115-008
Facsimile:	276-596-5060	Project Number:	1999-001.2
		Analysis Code:	SW

Collected By:	Greg Deel	Received By:	Matt Wilson, Lab Sup.
Collection Date:	11/30/2015	Date Received:	12/01/2015
Collection Time:	1133	Time Received:	0830

Site Identification:	Seing Camp	Sample Matrix:	Source Water (AQ)
Latitude:	37.2286	Sample Type:	Grab
Longitude:	-81.8117		

Parameter	Method	Result	Units	Date & Time Analyzed	Analyst
Acidity to pH 8.3	SM 2310 B-2011	3.00 J	mg/L	12/01/2015 1630	MW
Alkalinity to pH 4.5	SM 2320 B-2011	95.00	mg/L	12/01/2015 1630	MW
Chloride	SM 4500 Cl ⁻ B-2011	16.660	mg/L	12/01/2015 1630	MW
Hardness	SM 2340 C-2011	122.00	mg/L	12/04/2015 1300	MW
pH*	SM 4500-H ⁺ B-2011	7.720 HT	SU	12/01/2015 1630	MW
Sulfate	Hach 8051	51.80	mg/L	12/07/2015 1600	MW
Total Dissolved Solids	SM 2540 C-2011	196.00	mg/L	12/03/2015 1200	MW
Total Suspended Solids	SM 2540 D-2011	4.00 J	mg/L	12/02/2015 1230	MW

Parameter	Standard Limits	Pass or Fail
Acidity	< Alkalinity	Pass
Alkalinity	> Acidity	Pass
Chloride	< 5000 mg/L	Pass
Hardness	< 180 mg/L	Pass
pH - Field	6 - 9 SU	Pass
Sulfate	< 150 mg/L	Pass
Total Dissolved Solids	< 500 mg/L	Pass
Total Suspended Solids	Not Applicable	N/A

VA Laboratory ID Number: 460248

HT = Hold Time exceeded. J = Value found lies between the Method Detection Limit and the Limit Of Quantitation, so it is to be considered as estimated rather than absolute.

* = VELAP doesn't accredit field methods, so this is not an accredited method.



Commonwealth of Virginia
 Department of Mines, Minerals, and Energy
 Division of Gas and Oil
 P.O. Drawer 159, Lebanon, VA 24266
 Telephone: (276) 415-9700

Operations Name: CBM T54 W/PL

TECHNICAL DATA SHEET FOR GATHERING PIPELINES

Pursuant to Code of Virginia, Section 45.1-361.29, the applicant is applying for a permit for a gathering pipeline and/or associated facilities.

Location of Proposed Pipeline:

City/County(s): TAZEWELL
 District(s): Maiden Spring
 Quadrangle(s): JEWELL RIDGE
 Watershed(s): Middle Creek

Pipeline Type	Pipeline Diameter (Inches)	Right of Way Width (feet)	Proposed Length (Feet)	Calculated Disturbed Acres	Surface / Buried	Pipeline Material	Well Name
Gas	8.00	75	1000.00	1.72	Burried	Plastic	CBM T54

Total Length of Proposed Pipeline: 1000.00

Area to be disturbed: 1.72

Associated pipeline or well permit number:

Operations Name / File #
CBM T55

PREDICT

HOLE:	ESTIMATED	ESTIMATED	ESTIMATED
T54	EASTING	NORTHING	ELEVATION
	NAD 27 1044406	328788	2953
	NAD 83 10527395	3609668	2953

SEAM	DEPTH	DEPTH	ELEVATION	THICKNESS
	FROM	TO	(TOSE)	(FEET)
	(FEET)	(FEET)		

-	TOPO	0.00	0.00	2953.12	0.00
	KN1	61.24	61.25	2891.88	0.01
	KN2	84.54	86.90	2868.58	2.36
	RA1	278.19	278.99	2674.93	0.80
**	RA2	321.96	322.78	2631.16	0.82
	JB1	407.18	408.16	2545.94	0.98
	JB2	438.22	438.81	2514.90	0.59
	JB3	455.91	456.77	2497.21	0.86
	T2	486.50	486.61	2466.62	0.11
	TI	522.85	523.99	2430.27	1.14
	US1	671.42	671.74	2281.70	0.32
	LC3	672.60	672.62	2280.52	0.02
	LC4	673.50	673.51	2279.62	0.01
	GC1	925.19	925.71	2027.93	0.52
	SE2	1015.90	1017.54	1937.22	1.64
	LS1	1085.17	1086.09	1867.95	0.92
	LS2	1100.15	1100.89	1852.97	0.74
	LS3	1125.94	1126.99	1827.18	1.05
	UH1	1154.04	1154.73	1799.08	0.69
	UH3	1231.26	1233.37	1721.86	2.11
	MH1	1285.33	1286.99	1667.79	1.66
	P11	1397.53	1399.71	1555.59	2.18
	P10	1431.66	1433.45	1521.46	1.79
	LH1	1464.43	1465.07	1488.69	0.64
	LH2	1472.04	1472.46	1481.08	0.42
	LH3	1480.71	1481.79	1472.41	1.08
	P71	1582.53	1584.08	1370.59	1.55
	P72	1685.20	1685.50	1267.92	0.30
	P61	1859.14	1859.92	1093.98	0.78
	P62	1873.28	1873.99	1079.84	0.71
	P51	1904.22	1904.75	1048.90	0.53
	P52	1925.73	1925.92	1027.39	0.19
	P41	1973.88	1974.97	979.24	1.09
	P42	2013.11	2014.95	940.01	1.84
	P43	2024.27	2025.84	928.85	1.57
	P31	2060.29	2060.39	892.83	0.10
	P32	2115.91	2117.84	837.21	1.93
	P33	2117.94	2119.46	835.18	1.52
	P345	2119.68	2120.99	833.44	1.31
	SJ3	2314.53	2314.92	638.59	0.39

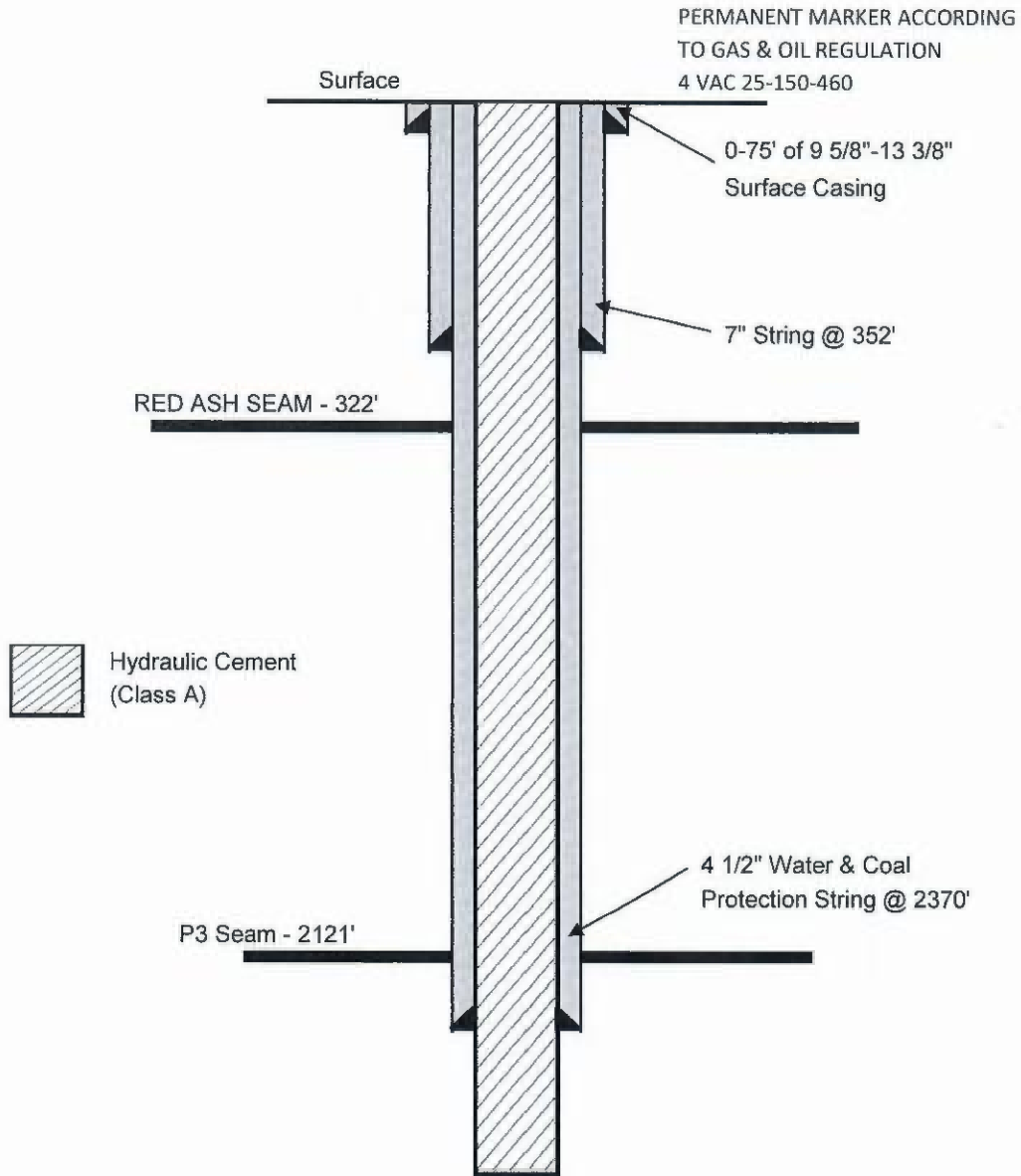
SJ2 2318.19 2319.36 634.93 1.17
RG

Estimated cutoff elevation: 2100 ft above sea level.
Once drilled, any coal seam, named or omitted, that lies below the cutoff elevation is subject to coalbed methane stimulation and production. Coal seams to be stimulated were adjusted due to topography.
** Mined out.
HYDROLOGIC DATA WERE INCOMPLETE AT THE TIME OF THIS WRITE-UP.
16:28:26 05/19/16

CNX Gas Company LLC

CBM T46

PROPOSED PLUGGING AND ABANDONMENT SCHEMATIC



NO FRESH OR SALT
WATER ZONES ARE
ANTICIPATED

Total Depth - 2600'
or 50' into the
Red & Green Shales

4/21/2016



Commonwealth of Virginia
Department of Mines, Minerals, and Energy
Division of Gas and Oil
P.O. Drawer 159, Lebanon, VA 24266
Telephone: (276) 415-9700

Operations Name: CBM T54 W/PL

TECHNICAL DATA SHEET FOR PERMIT MODIFICATION TO PLUG OR REPLUG

Under Code of Virginia, Section 45.1-361.34, the proposed plugging work is for the purpose listed below:

Abandonment of the well or corehole by the operator

The date when the plugging or re-plugging is proposed to be commenced



Commonwealth of Virginia
 Department of Mines, Minerals, and Energy
 Division of Gas and Oil
 P.O. Drawer 159, Lebanon, VA 24266
 Telephone: (276) 415-9700

Operations Name: CBM T54 W/PL

Application Number: 29104

OPERATIONS PLAN

PRE-DEVELOPMENT SITE CONDITIONS:

Existing Land Use: Forest, Mining

Set-back variance requested: Yes No

Located on DMLR permit(s): Yes No

Active underground mining located within 500' 200' of proposed well location or No Mining

Is the topography different from that depicted on the attached topographic map(s): Yes No

Ground Water Analysis Attached: Yes To be submitted prior to drilling
 Not required (No Groundwater found within 500' of proposed well or corehole)

Source Water Analysis Attached: Yes To be submitted prior to drilling
 Not required (using municipal water source) Not required (using onsite water source)

Description	FileName
Seng Camp Branch	Seng Camp Branch - Jewell Ridge.pdf

Provide a statement of the acres to be disturbed to the nearest 1/10 of an acre subject to this application:

3.66

CONSTRUCTION PLANS

Not less than 1" - 400' topographic map depicting all existing and proposed access roads to be upgraded or constructed. Anticipated culvert sizes, locations, and the approximate final road grades shall be shown on the proposed roads. Adjoining state and county maintained roads and previously permitted roads which will be used in conjunction with the proposed roads shall be labeled for reference purposes.

Not less than 1" - 50' site map with cross section(s) indicating the elevations before and after construction, the drilling pad size, the location of all drainage and erosion/sediment control structures, topsoil stockpiles and pits.

Not less than 1" - 600' topographic map showing the total length of the proposed pipelines with notations of the pipeline diameter. This map shall show the location of all proposed drips, tanks and associated facilities (if applicable) and shall indicate where the pipe is to be buried or on the surface. The anticipated grades after construction for the ground disturbing sections of the pipeline rights-of-way shall also be shown on the map or an associated section profiles.

Identify on attached maps any adjacent land, man-made or public safety features which would be at risk because of proposed operations as Red Zone(s) as required by 45 VAC 25-150-100(B).

Description	FileName
No Red Zone Required	5 No Red Zone Required.pdf
Exhibit 1	T54 EXHIBIT 1 REV.pdf
Exhibit 1A	T54 Exhibit 1A.pdf
Exhibit 2	T54 EXHIBIT 2 REV.pdf
Exhibit 3	T54 EXHIBIT 3.pdf

WORK PLANS

Stimulation plan attached: Yes Does Not Apply

Description	FileName
Target	2 TARGET(Frac).pdf

Analysis of mud medium/drilling medium/oil based fluid medium attached/filed:

Yes Does Not Apply On File with DGO

SPCC Plan Required by EPA: Yes No

Pit Identification:

Pit Name	Date Added	Date Removed
Pit		

Wellbore Identification:

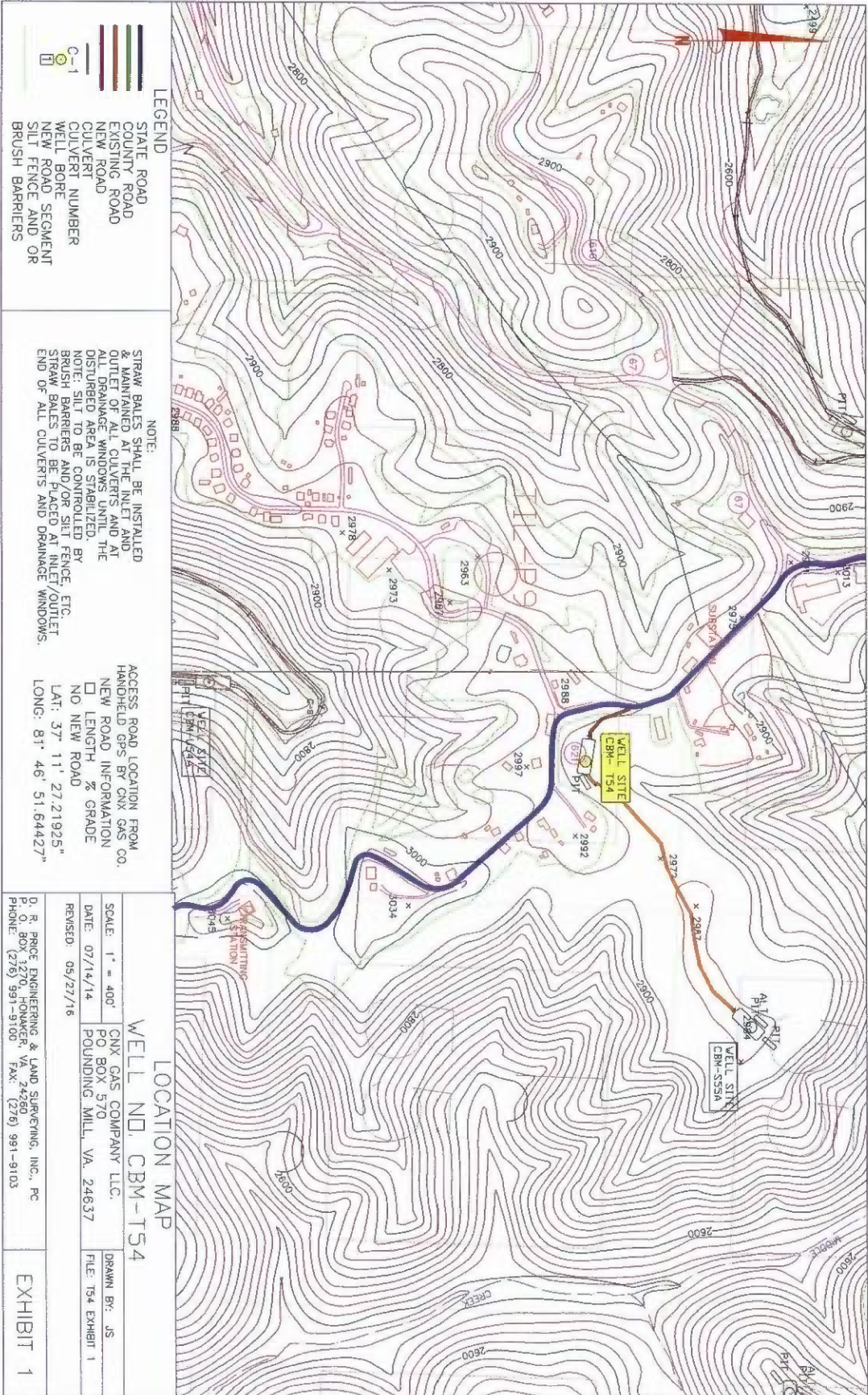
Wellbore Identifier	Date Added

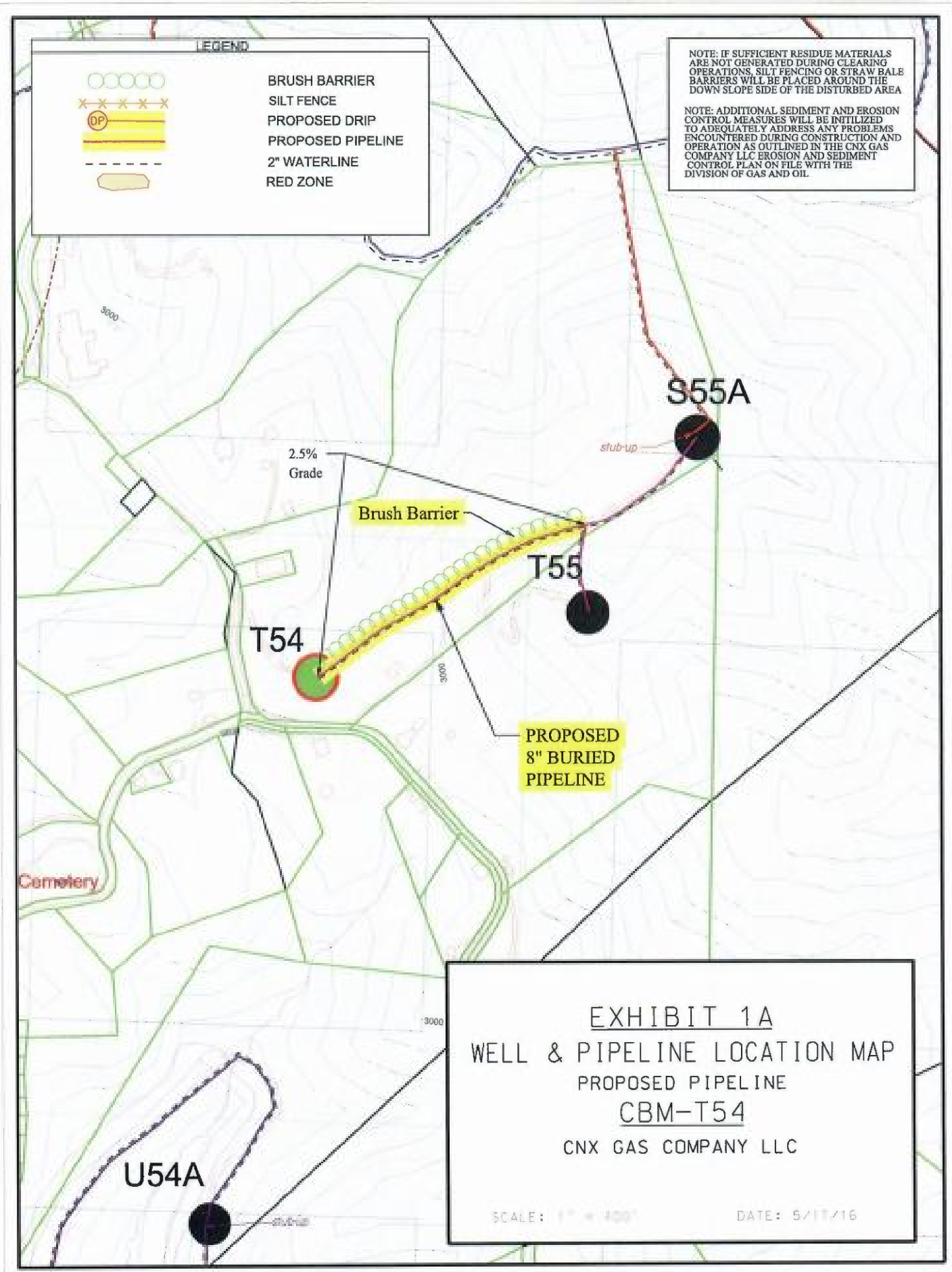
PROVIDE INFORMATION OR ATTACHEMENTS PERTAINING TO SITE SPECIFIC INFORMATION THAT IS NOT ADDRESSED ABOVE

Description	FileName
Produced Fluids	0 Disposal of Produced Fluids Revised.pdf
No Objections	3 No Objection Letter Coronado IV LLC.pdf
Appeal of Director's Decision	Appeal of Director's Decision - IFFH 245 - App. No. 29104.pdf

CITIZEN OBJECTION No.2	Bill Patton Objection.pdf
CITIZEN OBJECTION TO PERMIT	T54 Objection.pdf
Mine Plats	T54 Red Ash Seam.pdf
Rev Plat Mailed to Property Owners	T54 Rev Plat.pdf

Directions to site: Access for this proposed site from SR 621 (Jewell Ridge) over approximately 258 ft of existing road which was included in the CBM-S55A permit application to reach the site. This segment of access road should not require any new culverts as shown in Exhibits 1, 2, and 3.





LEGEND



BRUSH BARRIER
 SILTY FENCE
 PROPOSED DRIP
 PROPOSED PIPELINE
 2" WATERLINE
 RED ZONE

NOTE: IF SUFFICIENT RESIDUE MATERIALS ARE NOT GENERATED DURING CLEARING OPERATIONS, SILTY FENCING OR STRAW BALE BARRIERS WILL BE PLACED AROUND THE DOWN SLOPE SIDE OF THE DISTURBED AREA

NOTE: ADDITIONAL SEDIMENT AND EROSION CONTROL MEASURES WILL BE INITIALIZED TO ADEQUATELY ADDRESS ANY PROBLEMS ENCOUNTERED DURING CONSTRUCTION AND OPERATION AS OUTLINED IN THE CNX GAS COMPANY LLC EROSION AND SEDIMENT CONTROL PLAN ON FILE WITH THE DIVISION OF GAS AND OIL.

2.5%
Grade

Brush Barrier

PROPOSED
8" BURIED
PIPELINE

S55A

T55

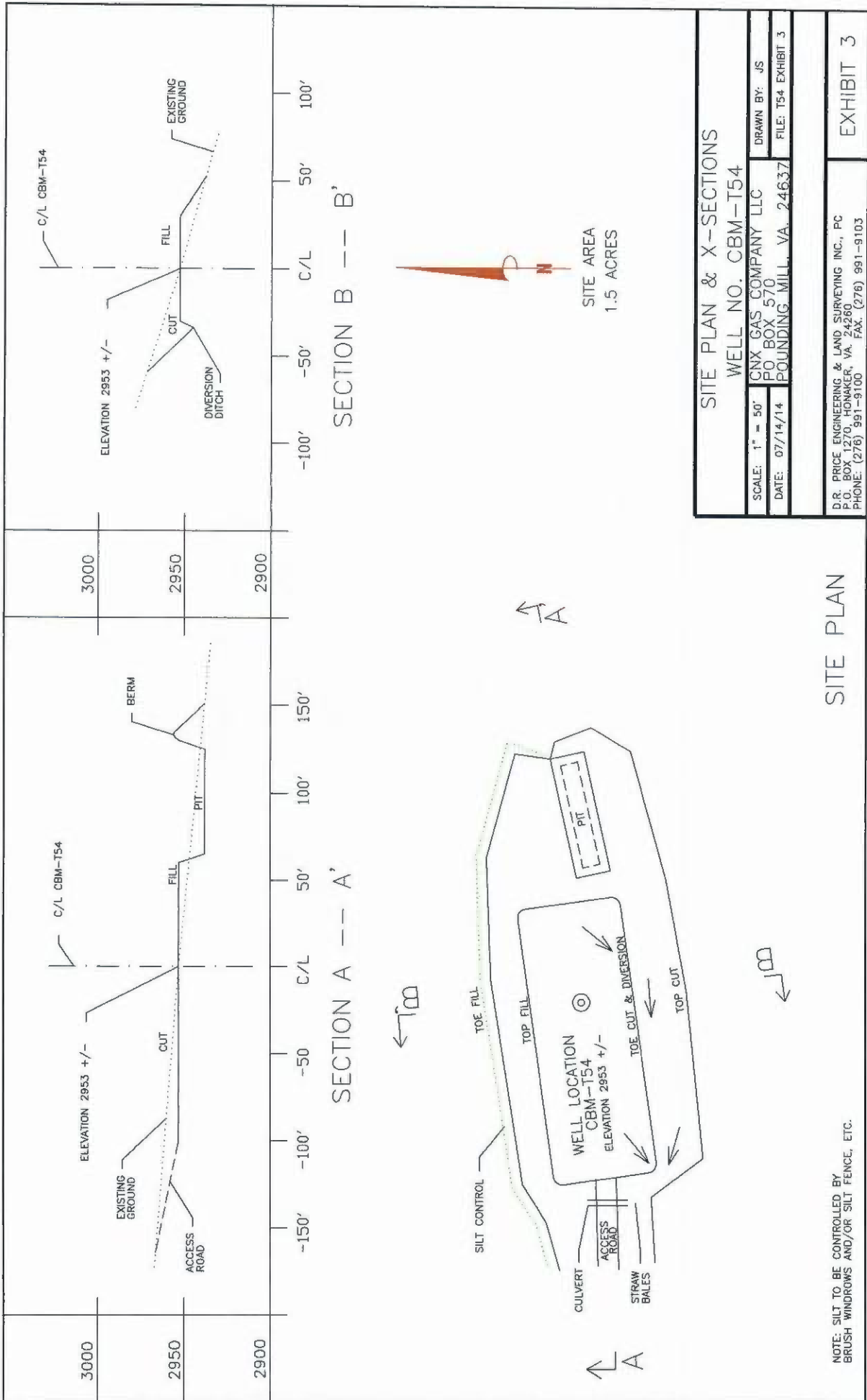
T54

Cemetery

U54A

EXHIBIT 1A
WELL & PIPELINE LOCATION MAP
PROPOSED PIPELINE
CBM-T54
CNX GAS COMPANY LLC

SCALE: 1" = 400'
 DATE: 5/17/16

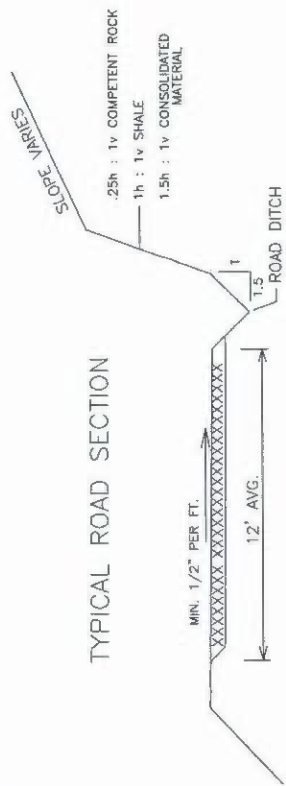


SITE PLAN & X-SECTIONS	
WELL NO. CBM-T54	
SCALE: 1" = 50'	CNX GAS COMPANY LLC
DATE: 07/14/14	PO BOX 570
	POUNDRING MILL, VA. 24637
	DRAWN BY: JS
	FILE: T54 EXHIBIT 3
D.B. PRICE ENGINEERING & LAND SURVEYING INC., PC	
P.O. BOX 1376 HUNTER, VA. 24266	
PHONE: (276) 991-9100	
	EXHIBIT 3

SITE PLAN

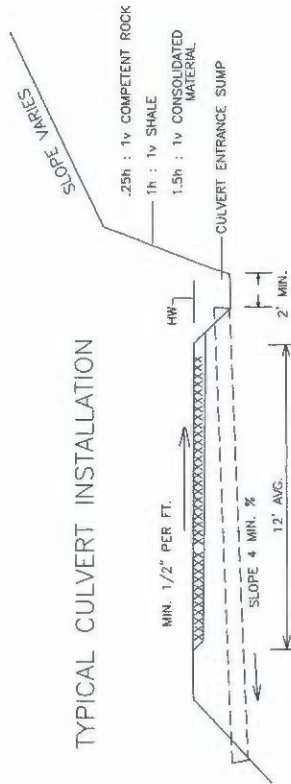
NOTE: SILT TO BE CONTROLLED BY BRUSH WINDROWS AND/OR SILT FENCE, ETC.

TYPICAL ROAD SECTION



NOTE: SLOPE AND DEPTH OF ALL ROAD DITCHES SHALL BE SUFFICIENT TO HANDLE ANTICIPATED RUNOFF.

TYPICAL CULVERT INSTALLATION



NOTES: STRAW BALES TO BE PLACED AT ENTRANCE AND OUTLET OF ALL CULVERTS UNTIL AREA IS STABILIZED. EROSION & SEDIMENT CONTROL WILL BE HANDLED BY WINDROW BRUSH OR SILT FENCING.

CULVERT SCHEDULE

CULVERT I.D. NO.	Q (GFS)	Ø (IN)	MIN. HW (FT.) REQUIRED
------------------	---------	--------	------------------------

THIS APPLICATION SHOULD NOT REQUIRE ANY NEW CULVERTS.

ROAD & CULVERT DETAILS WELL NO. CBM-T54

SCALE: NTS	CNY GAS COMPANY LLC	DRAWN BY: JS
DATE: 07/14/14	PO BOX 570	FILE: T54 EXHIBIT 2
REVISED: 05/27/16	POUNDRING MILL, VA. 24637	
D.R. PRICE ENGINEERING & LAND SURVEYING INC. P.C.		EXHIBIT 2
P.O. BOX 127111, RICHMOND, VA. 23212		
PHONE: (276) 991-9100 FAX: (276) 991-9103		

Date: September 19, 2016

sally ketron:

The following is in response to your September 19, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807014. The delivery record shows that this item was delivered on September 14, 2016 at 1:52 pm in RICHLANDS, VA 24641. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.


Sincerely,
United States Postal Service

Date: September 19, 2016

sally ketron:

The following is in response to your September 19, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807021. The delivery record shows that this item was delivered on September 2, 2016 at 11:37 am in JEWELL RIDGE, VA 24622. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section	
Signature	
Printed Name	Linda Patton

Address of Recipient :

Address	PO Box 87
---------	-----------

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: September 19, 2016

sally ketron:

The following is in response to your September 19, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807038. The delivery record shows that this item was delivered on September 3, 2016 at 9:35 am in JEWELL RIDGE, VA 24622. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section	
re	<i>Cynthia Farmer</i>
d	<i>Cynthia Farmer</i>

Address of Recipient :

ry	<i>10507 Stinson Rd. Jewell Ridge, VA</i>
----	---

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: September 19, 2016

sally ketron:

The following is in response to your September 19, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807045. The delivery record shows that this item was delivered on September 1, 2016 at 10:49 am in JEWELL RIDGE, VA 24622. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section	
re	Carolyn Short
d	Carolyn Short

Address of Recipient :

ry	P.O. Box 85
----	-------------

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: September 19, 2016

sally ketron:

The following is in response to your September 19, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807052. The delivery record shows that this item was delivered on September 12, 2016 at 8:40 am in JEWELL RIDGE, VA 24622. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section	
re	Sandy Bl
sd a	Sandy Blankenship

Address of Recipient :

ery sss	6411 Stinson Ridge Road
------------	-------------------------

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: September 19, 2016

sally ketron:

The following is in response to your September 19, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807069. The delivery record shows that this item was delivered on September 6, 2016 at 10:08 am in JEWELL RIDGE, VA 24622. The scanned image of the recipient information is provided below.

Signature of Recipient :

www.usps.com/redelivery or see [www.usps.com](#) for more information.
Delivery Section

Signature	<i>Michael Griffith</i>
Name	<i>Michael Griffith</i>

Address of Recipient :

Address	<i>6393 Stinson Ridge Rd.</i>
---------	-------------------------------

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: September 19, 2016

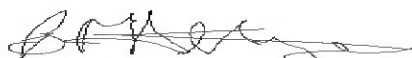
sally ketron:

The following is in response to your September 19, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807076. The delivery record shows that this item was delivered on September 6, 2016 at 9:03 am in RICHLANDS, VA 24641. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: October 24, 2016

Sally Ketron:

The following is in response to your October 21, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807120. The delivery record shows that this item was delivered on October 24, 2016 at 2:52 pm in RICHLANDS, VA 24641. There is no delivery signature on file for this item.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: October 29, 2016

Sally Ketron:

The following is in response to your October 21, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807137. The delivery record shows that this item was delivered on October 29, 2016 at 11:06 am in JEWELL RIDGE, VA 24622. There is no delivery signature on file for this item.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: October 25, 2016

Sally Ketron:

The following is in response to your October 21, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807144. The delivery record shows that this item was delivered on October 25, 2016 at 9:59 am in JEWELL RIDGE, VA 24622. There is no delivery signature on file for this item.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: November 4, 2016

Sally Ketron:

In response to your request dated October 21, 2016, we regret to inform you that we were unable to locate any delivery information in our records regarding your item number 70122210000032807151.

If you would like additional assistance with this inquiry, please take this receipt to your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: October 24, 2016

Sally Ketron:

The following is in response to your October 21, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807168. The delivery record shows that this item was delivered on October 24, 2016 at 11:39 am in JEWELL RIDGE, VA 24622. There is no delivery signature on file for this item.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: October 24, 2016

Sally Ketron:

The following is in response to your October 21, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807175. The delivery record shows that this item was delivered on October 24, 2016 at 12:27 pm in JEWELL RIDGE, VA 24622. There is no delivery signature on file for this item.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: October 22, 2016

Sally Ketron:

The following is in response to your October 21, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807182. The delivery record shows that this item was delivered on October 22, 2016 at 11:10 am in JEWELL RIDGE, VA 24622. There is no delivery signature on file for this item.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: October 22, 2016

Sally Ketron:

The following is in response to your October 21, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807199. The delivery record shows that this item was delivered on October 22, 2016 at 10:03 am in POUNDING MILL, VA 24637. There is no delivery signature on file for this item.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: October 25, 2016

Sally Ketron:

The following is in response to your October 21, 2016 request for delivery information on your Certified Mail™ item number 70122210000032807205. The delivery record shows that this item was delivered on October 25, 2016 at 1:52 pm in CHARLESTON, WV 25301. There is no delivery signature on file for this item.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

Date: September 19, 2016

sally ketron:

The following is in response to your September 19, 2016 request for delivery information on your Certified Mail™ item number 70122210000032809643. The delivery record shows that this item was delivered on September 1, 2016 at 1:34 pm in CHARLESTON, WV 25301. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

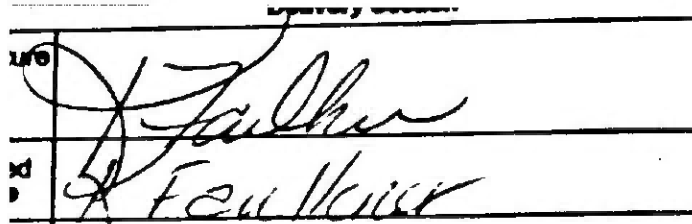
Sincerely,
United States Postal Service

Date: September 19, 2016

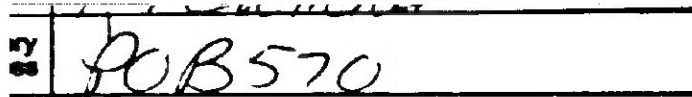
sally ketron:

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 6507 Stinson Ridge Road
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 Director's Decision – IFFH 245

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Hillard & Swartz Law Offices
Attn: Mark Swartz
122 Capital Street, Suite 201
Charleston, WV 25301
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Sandra Blankenship
6411 Stinson Ridge Road
Jewell Ridge, VA 24622
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PO Box 858
Richlands, VA 24641
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Sent To: Barbara Farmer Altizer
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Restricted Delivery Fee (Endorsement Required)	\$0.00
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Return Receipt Fee (Endorsement Required)	\$1.35
Restricted Delivery Fee (Endorsement Required)	\$0.00
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Total Postage & Fees	\$0.47
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Sent To: Linda Patton
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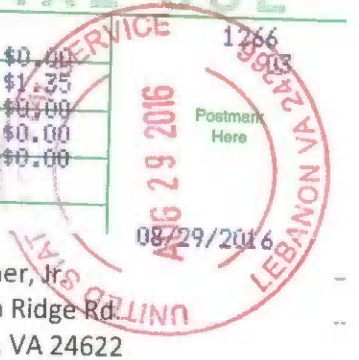
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Return Receipt Fee (Endorsement Required)	\$1.35
Restricted Delivery Fee (Endorsement Required)	\$0.00
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Sent To: Millard Farmer, Jr.
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 Jewell Ridge, VA 24622
 Notice of Hearing – IFFH 245

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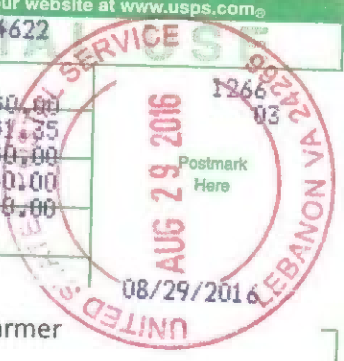
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Restricted Delivery Fee (Endorsement Required)	\$0.00
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Total Postage	\$0.47
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Sent To: Clarence E. Farmer
 PO Box 101
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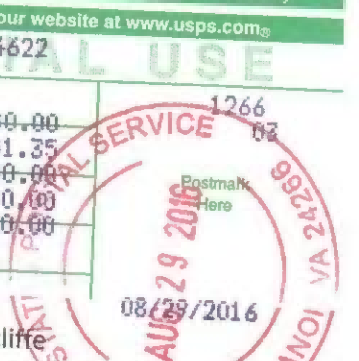
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Sent To: Sandra Ratcliffe
 6411 Stinson Ridge Road
 Jewell Ridge, VA 24622
 Notice of Hearing – IFFH 245

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Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total	\$5.12	

Hilliard & Swartz Law Offices
Attn: Mark Swartz
122 Capital Street, Suite 201
Charleston, WV 25301 IFFH 245 - NOH



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Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total	\$5.12	

Sent To: Michael E. Griffith
6393 Stinson Ridge Rd
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City, State, ZIP+4®: Notice of Hearing – IFFH 245



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Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total	\$5.12	

CNX Gas Company, LLC
Attn: Beverly Webb
P. O. Box 570
Pounding Mill, VA 24637 – NOH IFFH 245



7012 2210 0000 3280 9650

SECTION 45.1-361.35 - OBJECTIONS TO PERMITS; HEARINGS

A. Objections to new or modification permits may be filed with the Director by those having standing as set out in Section 45.1-361.30. Such objections shall be filed within fifteen days of the objecting party's receipt of the notice required by Section 45.1-361.30. Persons objecting to a permit must state the reasons for their objections.



B. The only objections to permits or permit modifications which may be raised by surface owners are:

- 1. The operations plan for soil erosion and sediment control is not adequate or effective;
- 2. Measures in addition to the requirement for a well's water-protection string are necessary to protect fresh water-bearing strata; and
- 3. The permitted work will constitute a hazard to the safety of any person.
- 4. Location of the coalbed methane well or coalbed methane well pipeline will unreasonably infringe on the surface owner's use of the surface, provided; however, that a reasonable alternative site is available within the unit, and granting the objection will not materially impair any right contained in an agreement, valid at the time of the objection, between the surface owner and the operator or their predecessors or successors in interest.

C. The only objections to permits or permit modifications which may be raised by royalty owners are whether the proposed well work:

- 1. Directly impinges upon the royalty owner's gas and oil interests; or
- 2. Threatens to violate the objecting royalty owner's property or statutory rights aside from his contractual rights; and
- 3. Would not adequately prevent the escape of the Commonwealth's gas and oil resources or provide for the accurate measurement of gas and oil production and delivery to the first point of sale.

D. Objections to permits or permit modifications may be raised by coal owners or operators pursuant to the provisions of Sections 45.1-361.11 and 45.1-361.12.

E. The only objections to permits or permit modifications which may be raised by mineral owners are those which could be raised by a coal owner under Section 45.1-361.11 provided the mineral owner makes the objection and affirmatively proves that it does in fact apply with equal force to the mineral in question.

F. The only objections to permits or permit modifications which may be raised by gas storage field operators are those in which the gas storage operator affirmatively proves that the proposed well work will adversely affect the operation of his State Corporation Commission certificated gas storage field; however, nothing in this subsection shall be construed to preclude the owner of nonstorage strata from the drilling of wells for the purpose of producing oil or gas from any stratum above or below the storage stratum.

G. The Director shall have no jurisdiction to hear objections with respect to any matter subject to the jurisdiction of the Board as set out in Article 2 (Section 45.1-361.13 et seq.) of this chapter. Such objections shall be referred to the Board in a manner prescribed by the Director.

H. The Director shall fix a time and place for an informal fact finding hearing concerning such objections. The hearing shall not be scheduled for less than twenty nor more than thirty days after the objection is filed. The Director shall prepare a notice of the hearing, stating all objections and by whom made, and send a copy of such notice by certified mail, return receipt requested, at least ten days prior to the hearing date, to the permit applicant and to every person with standing to object as prescribed by Section 45.1-361.30.

I. At the hearing, should the parties fail to come to an agreement, the Director shall proceed to decide the objection pursuant to those provisions of the Administrative Process Act (Section 9-6.14.1 et seq.) relating to informal fact finding hearings.

I object to well permit # 54 to well application due to infringement of travel on my property to a future home site and destruction of timber and causing erosion and settlement damage control

Bill Patton
Linda Patton
6/10/14

Virginia Division of Gas and Oil
P. O. Box 159
135 Highland Drive
Lebanon, VA 24266
Telephone: (276) 415-9700
Fax: (276) 415-9671



Rick Cooper, Director
Division of Gas and Oil

By Decision of the Director in

Informal Fact Finding Conference 245 (Herein "IFFH 245")

**Bill Patton, Linda Patton, Millard Farmer Jr., Clarence E. Farmer, Sandra Ratcliffe Blankenship, Michael E. Griffith and Barbara Farmer Altizer
(Herein "Surface and Royalty Owners ")**

vs.

**CNX Gas Company, Inc.
(Herein "Permit Applicant or CNX**

**Permit Application for Gas and Oil operations:
Coalbed Methane Gas Operation T54 W/Pipeline, Application 29104
(Herein "Application")**

Background

Coalbed Methane Gas Operation T54 W/Pipeline, Application 29104, CNX Gas Company, Inc., was received at the Virginia Division of Gas and Oil (DGO) on May 31, 2016. The evidence regarding the application and objections filed support the fact that the objections were timely and appropriate under Virginia statute.

The objections filed on behalf of the **Bill Patton, Linda Patton, Millard Farmer Jr., Clarence E. Farmer, Sandra Ratcliffe Blankenship, Michael E. Griffith and Barbara Farmer Altizer** against the permit application #**29104** were in accordance with objections provided by law under § **45.1-361.35**.

§ 45.1-361.35. Objections to permits

B. The only objections to permits that may be raised by surface owners are:

1. The operations plan for soil erosion and sediment control is not adequate or not effective;
2. Measures in addition to the requirement for a well's water-protection string are necessary to protect fresh water-bearing strata;
3. The permitted work will constitute a hazard to the safety of any person;

4. Location of the coalbed methane well or coalbed methane well pipeline will unreasonably infringe on the surface owner's use of the surface, provided that a reasonable alternative site is available within the unit.

C. The only objections to permits that may be raised by royalty owners are whether the proposed well work:

1. Directly impinges upon the royalty owner's gas and oil interest; or
2. Threatens to violate the objecting royalty owner's property or statutory rights aside from his contractual rights; and
3. Would not adequately prevent the escape of the Commonwealth's gas and oil resources or provide for the accurate measurement of gas and oil production and delivery to the first point to sale.

Hearing Date and Place

IFFH 245 was convened on Tuesday September 20, 2016, at 2:00 PM in the Russell County Government Center, Highland Drive, Lebanon Virginia. All parties with standing to object to Permit Application # 29104 were notified of the time and place by United States Postal Service, certified mail, return receipt requested.

Appearances:

For the Objecting Party: Linda Patton and Bill Patton (Surface and Royalty and Owner).

The following individuals that filed and objection were not in attendance: *Millard Farmer Jr., Clarence E. Farmer, Sandra Ratcliffe Blankenship, Michael E. Griffith and Barbara Farmer Altizer.*

For CNX Gas Company, Inc.: Mark Swartz, Counsel, Jerry Boothe, Beverly Webb, Darren Whitt and Bob Staton, representing the applicant.

Findings of Fact:

1. In accordance with § 45.1-361.35.H, notice of **IFFH 245** was given to the Permit Applicant and to every person with standing to object as prescribed by §45.1-361.30.
2. **Bill Patton, Linda Patton, Millard Farmer Jr., Clarence E. Farmer, Sandra Ratcliffe Blankenship, Michael E. Griffith and Barbara Farmer Altizer** were notified as **surface and royalty owners** of properties in proposed operations **Application # 29104, Coalbed Methane Gas Operation T54 W/Pipeline**, as such, have standing to object to the proposed operations.
3. **IFFH 245** was convened at the time and place indicated in the notice.

Controlling Law and Regulation

1. Section 45.1-361.30.A (1) of the Virginia Gas and Oil Act requires that permit applicants notify all surface owners, coal owners, and mineral owners on tracts to be drilled.
2. Section 45.1-361.30.A (3) of the Virginia Gas and Oil Act requires that permit applicants notify all surface owners on tracts where the surface will be disturbed.
3. Section 45.1-361.30(D) of the Virginia Gas and Oil Act gives standing to object to permit applications to all parties receiving required notice.
4. Section 45.1-365.35(B) of the Virginia Gas and Oil Act details objections that may be filed by surface owners.
5. Section 45.1-361.35(H) of the Virginia Gas and Oil Act requires the Director to schedule an informal fact finding hearing concerning objections, and provide notice of the hearing to all parties with standing to object to the permit.
6. Section 45.1-361.35(I) of the Virginia Gas and Oil Act requires the Director to issue a decision regarding the objection if the parties to the hearing fail to reach an agreement.

Informal Fact Finding hearings are proceedings conducted under guidelines of the Administrative Process Act. The hearing could have recessed at any time if the involved parties mutually agree that they would like to negotiate off the record. This opportunity was refused.

I. TESTIMONY BY THE SURFACE AND ROYALTY OWNER

- * Bill Patton and Linda Patton voiced opposition to the permit due to potential runoff from the well on their property.
- * Bill Patton and Linda Patton mentioned sediment and erosion problems on a previous well that was drilled in the area.
- * Bill Patton and Linda Patton stated that unnecessary trees would be cut on their property.
- * Bill Patton and Linda Patton stated that they objected to potential noise that would come from the well to be installed by CNX.
- * Bill Patton and Linda Patton stated they were concerned their spring and well would be disturbed.
- * Bill Patton and Linda Patton stated that the permitting process was an infringement on their property rights.
- * Bill Patton and Linda Patton thought allowing the well to be permitted was an infringement on their royalty rights.

II. TESTIMONY BY THE APPLICANTS

- * Mr. Swartz stated that CNX had a lease for the property and provided the lease.
 - * Mr. Swartz stated a pre-existing road from well S55A was present so very little land disturbance would occur from the road or pipeline since the pipeline was in the road right of way.
 - * Mr. Swartz stated that CNX did not see any hazards that would affect worker or public safety.
 - * Mr. Swartz stated that when the well was drilled water protection casing would be set a minimum 50 feet below any creek or water well within 500 feet of the well and a minimum of 300 feet of water protection casing will be installed. Also, 75 feet of 13 3/8" casing and 2,400 feet of 4 1/2" casing would be instated in the well and all casings would be cemented back to the surface.
 - * Mr. Swartz stated that the well was pooled today by the Virginia Gas and Oil Board.
 - * Mr. Swartz stated that the proposed well location would require minimal construction.
 - * Mr. Swartz stated that the well location on the plat was certified by certified land surveyor.
 - * Mr. Swartz stated that the measurement of the gas was at the wellhead. The readings were measured electronically by the meter that would be placed on the well when producing.
 - * Photos and exhibits of the area were provided by CNX.
-

Decision of the Director

In the matter before IFFH 245.

The Director is satisfied the erosion and sediment control plan meets best practice standards for the construction activities proposed for this site under current laws and regulations.

The Division of Gas and Oil (DGO) has no documented cases where hydraulic fracturing has damaged water sources. The Director *does not* see any deficiency in the permit application that would materially affect the ground water due to hydraulic fracturing.

The permit detail includes ground water protection strings, planned to protect both ground water sources within 750 feet of the site and below drainage coal seams that may be encountered during the drilling and resource extraction process. The Director *does not* see any deficiency in the permit application that would materially affect the ground water.

The Virginia Gas and Oil Regulations 4 VAC 25-150-340, requires the operator to conduct an analysis of groundwater within 500 feet of the drilling location prior to drilling. When the water analysis is submitted to the DGO the results are reviewed to assure the quality of water is adequate prior to allowing the drilling of the well. The Director *does not* see any just cause to deny the application on these grounds.

The Director does not see any items or conditions that would create an unsafe condition to any workers or public safety. No testimony to contradictory evidence was presented. The removal of trees on a property is handled through lease agreements. The DGO has no authority over leases.

The location of the well is certified by a land surveyor to be within 10 feet of the proposed location. The operator is required by 4 VAC 25-150-360 to re-survey the well location once drilled and submit the final location plat of the well to the DGO. The Director *does not* see any just cause to deny the application on these grounds.

The Virginia Gas and Oil Regulations 4 VAC 25-150-420 requires the permit applicant to adhere to standards prior to ground dispersing any drilling fluids. The Virginia Gas and Oil Regulations require the applicant to identify the final location of the disposal of any produced fluids. The applicant has provided these locations in the application. The Director *does not* see any just cause to deny the application on these grounds.

The operator is required to measure and report monthly gas production to the DGO on a monthly basis. The Director *does not* see any just cause to deny the application on the measurement of gas from the proposed well.

The Director is satisfied that the unit has been pooled by the Virginia Gas and Oil Board (VGOB). The pooling was allowed under Virginia Statute: § 45.1-361.21. Pooling of interests in drilling units. The Virginia Gas and Oil Board approved the petition and pooling at their regular monthly hearings on September 20, 2016 (VGOB 16-0920-4097).

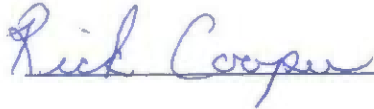
While it can be argued that any adverse use of property is an infringement, § 45.1-361.35 only allows consideration of *unreasonable infringement*. Surface Owners' testimony did not make a sound case for unreasonable infringement.

Based on testimony and the permit application, it is, therefore, the decision of the Director to deny the surface owner's and royalty owner's objections to permit application 29104 for Coalbed Methane Gas Operation T54 W/Pipeline. The permit application for operation T54 W/Pipeline will be assessed and issued under standard Division of Gas and Oil permit procedures.

Right of Appeal

Any party aggrieved by this decision of the Director may appeal the decision to the Virginia Gas and Oil Board by filing a petition with the Board within ten days following the decision (§45.1-361.36). No petition or appeal may raise any matter other than matters raised by the Director or which the petitioner put in issue either by application or by objections, proposals or claims made and specified in writing at the informal fact finding conference.

Signed this 20th of October 20, 2016



Rick Cooper, Director
Virginia Division of Gas and Oil



Operations Name: CBM T54 W/PL
Application Number: 29104

PERSONS RECEIVING OFFICIAL NOTICE OF PERMIT APPLICATION OR PERMIT MODIFICATION

For the purposes of an application for a new permit or permit modification, list such persons by name and address on additional sheets as needed with the title, "Supplemental Sheet for Persons Receiving Official Notice of Permit Application" and indicate the category for each person or group affected.

Application for Well Work Permit:

- Surface, coal and mineral owners on the tract to be drilled
- Surface owners of record on tracts where the surface is to be disturbed
- Gas, oil and royalty owners within
 - (1) one-half the distance specified in Section 45.1-361.17
 - (2) one-half the distance to the nearest well completed in the same pool or
 - (3) within the drilling unit established by the Virginia Gas and Oil Board
- Coal operators who have a registered operation plan with the Department for activities located on the tract to be drilled
- All coal operators who have applied for or obtained a mining or prospecting permit with respect to tracts within 500' of the proposed well location
- All coal or mineral owners on tracts located within 500' of the proposed well location
- All Storage Field Operators Within 1250'
- Local Government pursuant to Section 45.1-361.30.E
- Public notice pursuant to Section 45.1-361.30.E, such as an affidavit of publication from the newspaper

Coalbed Methane Well Applications (In Addition to Above)

- All coal operators, coal owners or mineral owners within 750 feet of the proposed well location
- All coal operators who have applied for or obtained a mining or prospecting permit with respect to tracts within 750 feet of the proposed well location

Applications for Pipelines and Facilities

- All surface owners affected by the proposed operations

Applications for Ground Disturbing Geophysical Operations

- Surface owners on tracts where the surface is to be disturbed
- Coal owners, coal operators, and mineral owners on the tract(s) to be drilled
- Coal operators who have registered operations plans with the Department for activities located on the tract to be drilled

**SUPPLEMENTAL SHEET(S) FOR PERSONS RECEIVING OFFICIAL NOTICE OF PERMIT
APPLICATION PURSUANT TO SECTION 45.1-361.30**

APPLICATIONS FOR WELL WORK PERMIT

A. Surface, coal and mineral owners on the tract to be drilled

Anna Barbette Patton, , PO Box 135, Cedar Bluff, VA 24609
Billy Charles Patton, , PO Box 411, Richlands, VA 24641
CNX Gas Company LLC, , PO Box 570, Pounding Mill, VA 24637
Coronado IV LLC, , PO Drawer L, Oakwood, VA 24631
Jewell Smokeless Coal Corp., , PO Box 70, Vansant, VA 24656-0070
Linda Kay Patton, , PO Box 87, Jewell Ridge, VA 24622
Pocahontas Resources LLC, c/o Pamela Blackburn, PO Box 1837, Abingdon, VA 24212-1837
Revelation Energy, LLC, c/o Jeff Hoops, 1051 Main St, Milton, WV 25541-1215

B. Surface owners of record on tracts where the surface is to be disturbed

Anna Barbette Patton, , PO Box 135, Cedar Bluff, VA 24609
Billy Charles Patton, , PO Box 411, Richlands, VA 24641
Linda Kay Patton, , PO Box 87, Jewell Ridge, VA 24622

C. Gas, oil and royalty owners within

1. one-half the distance specified in Section 45.1-361.17

N/A

2. one-half the distance to the nearest well completed in the same pool

N/A

3. within the drilling unit established by the Virginia Gas and Oil Board

Alpha Natural Resources, Inc., , PO Box 2345, Abingdon, VA 24212-2345
Anna Barbette Patton, , PO Box 135, Cedar Bluff, VA 24609
Barbara Farmer Altizer, , PO Box 858, Richlands, VA 24641
Billy Charles Patton, , PO Box 411, Richlands, VA 24641
CEE Consulting & Engineering, PLLC, c/o Charlie Ellis, 23345 Harbor Light Circle, Abingdon, VA 24211
Clarence Farmer, Jr, , PO Box 101, Jewell Ridge, VA 24622
CNX Gas Company LLC, , PO Box 570, Pounding Mill, VA 24637
Commonwealth of Virginia, Dept. of Transportation, 870 Bonham Rd, Bristol, VA 24201-2002
Coronado IV LLC, , PO Drawer L, Oakwood, VA 24631
Cynthia Anne Stinson, , 6350 Stinson Ridge Rd, Jewell Ridge, VA 24622-4004
Grat V. Cole etux, , 6742 Stinson Rd, Jewell Ridge, VA 24622
Jewell Smokeless Coal Corp., , PO Box 70, Vansant, VA 24656-0070
Linda Kay Patton, , PO Box 87, Jewell Ridge, VA 24622
Michael Edward Griffith, , 6393 Stinson Ridge Rd, Jewell Ridge, VA 24622
Millard Kermit Farmet Jr, , 6507 Stinson Ridge Rd, Jewell Ridge, VA 24622
Pardee Royalty/Minerals LLC, c/o Jeffery A Brown, 135 Corporate Center Dr Ste 510, Scott Depot, WV 25560-0018
Pocahontas Resources LLC, c/o Pamela Blackburn, PO Box 1837, Abingdon, VA 24212-1837
Revelation Energy, LLC, c/o Jeff Hoops, 1051 Main St, Milton, WV 25541-1215
Sandra Blankenship, , 6411 Stinson Ridge Rd, Jewell Ridge, VA 24622

Southern Region Ind. Realty Corp, , PO Box 1517, Bluefield, WV 24701-1517
United Mine Workers of America, Local Union 1760, 18354 Quantica Gateway Dr, Triangle, VA 22172
White Wolf Energy, Inc., c/o Sheldon Sanders, PO Box 49, Eccles, WV 25836

D. Coal operators who have a registered operation plan with the Department for activities located on the tract to be drilled

N/A

E. All coal operators who have applied for or obtained a mining or prospecting permit with respect to tracts within 500' of the proposed well location

N/A

F. All coal or mineral owners on tracts located within 500' of the proposed well location

N/A

G. All Storage Field Operators Within 1250'

N/A

H. Local Government pursuant to Section 45.1-361.30.E

Tazewell Co. Admin., , 108 E Main St, Tazewell, VA 24651-1026

I. Public notice pursuant to Section 45.1-361.30.E, such as an affidavit of publication from the newspaper

BDT, , PO Box 1599, Bluefield, WV 24701

COALBED METHANE WELL APPLICATION IN ADDITION TO ABOVE

J. All coal operators, coal owners or mineral owners within 750 feet of the proposed well location

Coronado IV LLC, , PO Drawer L, Oakwood, VA 24631

K. All coal operators who have applied for or obtained a mining or prospecting permit with respect to tracts within 750 feet of the proposed well location

N/A

APPLICATIONS FOR PIPELINES AND FACILITIES

L. All surface owners affected by the proposed operations

Anna Barbette Patton, , PO Box 135, Cedar Bluff, VA 24609

Billy Charles Patton, , PO Box 411, Richlands, VA 24641

Linda Kay Patton, , PO Box 87, Jewell Ridge, VA 24622

APPLICATIONS FOR GROUND DISTURBING GEOPHYSICAL OPERATIONS

M. Surface owners on tracts where the surface is to be disturbed

N/A

N. Coal owners, coal operators, and mineral owners on the tract(s) to be drilled

N/A

O. Coal operators who have registered operations plans with the Department for activities located on the tract to be drilled

N/A

INFORMAL FACT FINDING HEARING 245
September 20, 2016
Department of Mines, Minerals and Energy
Division of Gas and Oil Office
Lebanon, Virginia

APPEARANCES:

Rick Cooper – Director of the Division of Gas and Oil
Sally Ketron – Program Support Technician – Division of Gas and Oil
Mark Swartz - Attorney representing CNX Gas Company, LLC
Jerry Boothe – CNX Gas Company, LLC
Stephanie Webb – CNX Gas Company, LLC
Bob Staton – CNX Gas Company, LLC
Darren Whitt – CNX Gas Company, LLC
Linda Patton – Landowner
Bill Patton – Landowner

1 **Rick Cooper:** First of all, I guess what we need to do, here, is introduce ourselves, so everyone
2 knows who each one is. My name is Rick Cooper. I am the Director of the Division of Gas and
3 Oil.

4 **Sally Ketron:** Sally Ketron. I am a Program Support Technician at the Division of Gas and Oil.

5 **Jerry Boothe:** My name is Jerry Boothe. I'm the Land Manager at CNX.

6 **Mark Swartz:** Mark Swartz. I'm the Attorney for CNX.

7 **Stephanie Webb:** Stephanie Webb, Permitting Agent for CNX Gas.

8 **Bob Staton:** Bob Staton, Permitting Agent for CNX Gas.

9 **Darren Whitt:** Darren Whitt, [inaudible].

10 **Linda Patton:** Linda Patton, land owner

11 **Bill Patton:** Bill Patton, land owner

12 **Rick Cooper:** For everyone, Bill and Linda, I know you may not be familiar with this, so I've
13 got to read a couple of things on record. I know there may be some issues today, but the issue
14 that we're talking about, today, would be directly related to the objections that you had. If
15 everyone will bear with me for a minute or two, while I put a couple things on the record, we
16 will get started. Today is Tuesday, September 20, 2016. It's 2:28 pm. The Case Docket Number
17 for this Informal Fact Finding Hearing is 245. The hearing is convened under Virginia Gas and
18 Oil Act Section 45.1-361.35 which allows objections to permit modifications to be filed by those
19 with standing under Section 45.1-361.30. Objections under this statute have been filed against
20 an application for CNX Gas Company. The application is for Coalbed Methane Gas Well T54,
21 application number 29104. Objections were filed by Bill Patton, Linda Patton, Millard Farmer,
22 Jr., Clarence Farmer, Sandra Ratcliffe, Michael Griffith and Barbara Farmer Altizer. The

1 objections were filed in a timely manner as required by Section 45.1-361.35. Notice to parties
2 regarding gas operations and the protection of the environment, are important elements of
3 Virginia law. Today's hearing is a part of that process. Sally, was notification sent to all parties
4 to appear before this conference as required by 45.1-361.35H?

5 **Sally Ketron:** Yes.

6 **Rick Cooper:** Did that notice include the date, time and place of this conference?

7 **Sally Ketron:** It didn't.

8 **Rick Cooper:** Pardon.

9 **Sally Ketron:** Yes, it did.

10 **Rick Cooper:** Okay. I thought you said it did not.

11 **Sally Ketron:** It sounded like I did say that.

12 **Rick Cooper:** So, I would like to say, at this time, Millard Farmer, Jr., Clarence E. Farmer,
13 Sandra Ratcliffe, Michael Griffith and Barbara Farmer Altizer are not for the hearing, today.
14 We've all introduced ourselves, so Section 45.1-361.35 of the Virginia Gas and Oil Act allows
15 objections to permit applications by surface and royalty owners who are entitled to notification
16 of the proposed regulations. The objections have been filed by surface and royalty owners
17 against these permit modifications for CNX Gas Company, LLC, in accordance with 45.1-361.35
18 Objections to Permits. The only objections to permits that may be raised by surface owners are:
19 1) The operations plan for soil erosion and sediment control is not adequate or not effective; 2)
20 Measures in addition to the requirement for a well's water-protection string are necessary to
21 protect fresh water-bearing strata; 3) The permitted work will constitute a hazard to the safety of
22 any person; 4) Location of the well or coalbed well pipeline will unreasonably infringe on the
23 surface owner's use of the surface, provided that a reasonable alternative site is available within

1 the unit. The only objections to the permit that may be raised by royalty owners are whether the
2 proposed well work; 1) Directly impinges upon the royalty owner's gas and oil interest; or 2)
3 Threatens to violate the objecting royalty owner's property or statutory rights aside from his
4 contractual rights; and 3) Would not adequately prevent the escape of the Commonwealth's gas
5 and oil resources or provide for the accurate measurement of gas and oil production and delivery
6 to the first point to sale. Since this is an informal proceeding under the Administrative Process
7 Act, we can recess at any time if the involved parties mutually agree that they would like to
8 negotiate off the record. Is there any reason we need to adjourn for any negotiations, prior to
9 starting? I would ask CNX, first.

10 **Mark Swartz:** Not that I'm aware of.

11 **Rick Cooper:** Bill or Linda Patton, is there any reason we need to go off record, that you all
12 need to talk about negotiations or do we need to move forward?

13 **Bill Patton:** I don't know. I've never been to a hearing like this, so I don't have the slightest
14 idea.

15 **Rick Cooper:** So, it's pretty informal. Again, when we're on record like this, we really have to
16 stick to the facts. So, if you have other items you may or may not have issues with, they're not
17 part of the hearing.

18 **Bill Patton:** I've got some other comments I'd like to make.

19 **Rick Cooper:** Maybe a few comments, but as far as you negotiating contracts or leases or
20 anything like that, that's not part of this hearing.

21 **Bill Patton:** Okay.

22 **Rick Cooper:** So, do you think we need to move forward or would you like to have five
23 minutes to voice your opinion or, I guess I'm asking. You get the opportunity. I'm not trying to

1 pressure you, in any way. You get the opportunity to talk to them, one-on-one, if you want to do
2 that, and we'll just turn the recorder off and come back in five minutes, or we'll move forward. I
3 guess that's the question I'm asking.

4 **Bill Patton:** Like I say, I just have a bunch of questions and stuff I'd like to ask, and so forth.

5 **Mark Swartz:** It sounds like we need to move forward because he can ask his questions. I'm
6 assuming that's what he wants.

7 **Rick Cooper:** Okay. We'll see where that goes. We will proceed by allowing the objecting
8 parties to provide testimony or exhibits, that would be Bill or Linda, and ask questions and ask
9 questions related to the basis of the objection. The permit applicant will then have the
10 opportunity to provide testimony or exhibits and ask questions related to the permit. This is an
11 informal fact finding hearing, so it's not like a court where you cross-examine each other, but we
12 will allow you to have conversation because there may be more issues than what I really want to
13 hear. We'll go as far as we can go on that. After questioning, each person presents their case,
14 we'll ask for any closing statements that you may have. I would say, at this time, if anybody's
15 got any electronic items, please silence them, if you haven't already. With that, I guess what I
16 would do here, this would be your time to present your case, you and Linda ask some questions
17 and that type of thing and they'll get an opportunity to respond to you. The floor is all yours, so
18 feel as comfortable as you can. I know it's an awkward position.

19 **Bill Patton:** I just feel like I'm put before the firing squad, is the way I feel.

20 **Rick Cooper:** I understand.

21 **Bill Patton:** I don't know why a person's land has to be destroyed and a well put right in the
22 front yard, the front door, not only on my property, but on two others. We was painted a picture,
23 a few years ago, but believe you me, that picture did not develop the way it was painted.

1 **Rick Cooper:** Meaning what?

2 **Bill Patton:** Different things that's went on, so forth.

3 **Rick Cooper:** You need to be a little clearer on those. What are you talking about?

4 **Bill Patton:** Going to get this and going to get that and...

5 **Rick Cooper:** Are you talking about monetary payment or...?

6 **Bill Patton:** Payment, roads, not going to destroy this, not going to destroy that.

7 **Rick Cooper:** Ms. Patton, do you have anything that you would want to throw in, at this time?

8 Feel free. It's an informal fact finding, so if you have anything to say, now would be the time to

9 say it.

10 **Linda Patton:** I'm just like Bill. A lot of unnecessary trees were cut. It's just like you can't get

11 answers and...

12 **Bill Patton:** I was told by a person, one day, they kept bugging me over the telephone, bugging,

13 bugging, bugging. He walked in my wife's office, one night, sat down and said, "Whether you

14 sign this paper or not, we're going on your property anyhow."

15 **Linda Patton:** That kind of told us, you know, we don't have a say. We own the land. We have

16 to pay taxes on the land, but when it comes to somebody else coming in, we didn't have any say.

17 **Rick Cooper:** I think one of your objections is that you feel like it's an infringement of your

18 property. I guess, could you explain what you mean? How is it infringing on your property?

19 **Bill Patton:** Devalue. It's decreasing the value.

20 **Rick Cooper:** Devalued the property?

21 **Bill Patton:** With the well put right in the front door.

22 **Rick Cooper:** Do either one of you all live up there?

1 **Bill Patton:** She stays up there some and is up there every day. Yes, we own it. There's the
2 taxes on it.

3 **Rick Cooper:** I guess another objection that you had, do you feel like the work that they do is,
4 as far as sediment erosion control, do they do an adequate job on that or what's your all's position
5 on that?

6 **Bill Patton:** I'll just tell you what some other CNX employees has told me, said that's one heck
7 of a mess.

8 **Rick Cooper:** I guess a couple of other things that it talks about the water protection that you
9 think to drill another well may impinge on your water use. Do you all have a well or anything
10 like that on the property?

11 **Bill Patton:** We've got a well and we've got the springs, but that water line, power line has been
12 cut going to the springs and all.

13 **Rick Cooper:** By CNX?

14 **Bill Patton:** Yes, sir.

15 **Rick Cooper:** CNX cut the power line. Okay. So, do you feel like any safety of any of the
16 people are involved? That's one of your objections, that building the site, could it affect any
17 safety of any people or citizens, in the area?

18 **Bill Patton:** Yes.

19 **Rick Cooper:** In what manner would you...? I guess I'm asking and trying to help you. By
20 pushing dirt over on a road or cutting trees on people's houses or just exactly how is the safety of
21 the people involved?

22 **Bill Patton:** It's going to be probably by noise, fumes, everything. All of it.

1 **Rick Cooper:** I understand this is difficult. I'm just trying to get your position, if you don't
2 mind.

3 **Linda Patton:** One of the proposed wells is very near the main highway.

4 **Rick Cooper:** Would you say 50 feet, 500 feet? Would you have any idea? I'm not putting you
5 on the spot, here.

6 **Bill Patton:** I think you have to put them 200 feet from the land, but I think this one was put
7 201 or 202 feet.

8 **Rick Cooper:** You are correct. Originally, it was 198 feet. Then, they revised it and moved it 3
9 or 4 feet. You are correct.

10 **Linda Patton:** So, with that, that's going to be additional trees destroyed, additional road going
11 in. We're going to have roads going all over the place. We're out in the country. We have a
12 bunch of 4-wheeler people and, when they see that, that's going to be a temptation. Nobody's
13 there. We'll just travel these roads and everything, too.

14 **Rick Cooper:** I'm not real sure how they gate places off or anything like that. Is there any wells
15 on your all's property? I'm just trying to get a feel on your all's property, now, up in there. Not
16 this well, but other wells?

17 **Bill Patton:** Yes, they convinced us to put one in there. Said it's either sign or put it in there,
18 anyhow.

19 **Rick Cooper:** So, I'm just asking out of curiosity. Did they put a gate or anything up or is it just
20 open to general public? I'm asking for my own.

21 **Bill Patton:** There is a gate.

22 **Rick Cooper:** I just wanted to see if they did. I understand that doesn't stop 4-wheelers. That
23 doesn't stop a 4-wheeler.

1 **Bill Patton:** It took forever to get that. Then, after they put the gate up, it took forever to get
2 keys.

3 **Rick Cooper:** But, you do have access to it, now? I understand.

4 **Bill Patton:** I guess the keys work. I didn't try them.

5 **Rick Cooper:** So, before CNX presents their part, again, you'll get another opportunity, so
6 anything else you want to point out? I've got, now, that you feel like they destroy your property,
7 devalue your property, unnecessary trees are being cut. I'm not sure if you're being reimbursed
8 for those, or not, but I think that's one of your concerns. You said they told you that you'd be
9 forced. They'd force their way in there, one way or the other. You were told that and employees
10 have told you that they don't recommend it because the poor quality of work, noise and sound
11 disturbance. Does that pretty much cover what your all's positions are? As far as the water, you
12 say you have a well on there and some springs. Are you afraid that they might get destroyed?

13 **Bill Patton:** Sure. The well's already been re-routed.

14 **Rick Cooper:** Do you know if you have water in it, or not? I guess I'm asking. I don't know
15 that.

16 **Bill Patton:** Right now, I don't know for sure.

17 **Rick Cooper:** Okay. I understand. I understand you don't just go back and check water every
18 day. I understand that. With that, Mr. Swartz, I guess your comments would be welcome.

19 **Mark Swartz:** The first thing I'd like to do is offer three leases from Howard Patton, Linda
20 Patton and Bill Patton, dated May 9, 2006, to CNX Gas Company. These are copies that you can
21 have. I'm going to give you this colored map. It's a little easier to read. The pink dot is the tract
22 that goes through the leases pertain to.

23 **Rick Cooper:** Okay.

1 **Mark Swartz:** On that pink tract, just to kind of set the stage as to what's out there, there is a
2 well S55A that appears to me to be within that tract. There is a T55 well that's in a unit to the
3 south of that tract, which should be on your map. Do you see T55 on there?

4 **Rick Cooper:** T55, would it be south?

5 **Mark Swartz:** It would be south.

6 **Rick Cooper:** No, it's not on here.

7 **Mark Swartz:** Okay.

8 **Rick Cooper:** So, T54. So, this is T55?

9 **Jerry Boothe:** Yes, that's on an adjacent tract.

10 **Rick Cooper:** I was looking north, that way.

11 **Mark Swartz:** Then, if you will notice on the map that I gave you, I think there is a connecting
12 road between S55A and T54. Yes, there is. Okay. You see this faint road that continues, there?

13 **Rick Cooper:** Yes.

14 **Mark Swartz:** That's also an existing road. I would represent to you that there is, currently, a
15 road from S55A to T54 that continues through the green dot on the map, in the proposed T54
16 location, sort of to the west and then back up to the north. So, the road is already in.

17 **Rick Cooper:** Already in place.

18 **Mark Swartz:** And, it was permitted under a different well. So, we're not going to be building
19 another road. That road also, that existing road that's permitted, services the T55 well. So, in
20 terms of disturbing that ground, that's road is already in. It's already been disturbed. Essentially,
21 we're looking at building a well site at T54. I have an overall picture, a Google Earth kind of a
22 picture, of the area. You can kind of track these buildings on the map that you have. Actually,
23 let me give you another one. I have an extra one of these, so I'll give it to the Pattons. The

1 houses there, you've got the Altizers. These would be their two buildings, here. On this map,
2 you can see.

3 **Rick Cooper:** These are the Altizers and these are the Farmers.

4 **Mark Swartz:** Yes. We've got the measurements to the well. It gives you a location. The well
5 is, roughly, right in here. You can see the existing well. Some of it's covered by trees, but you
6 can see the existing road coming in.

7 **Rick Cooper:** Okay.

8 **Mark Swartz:** That kind of gives you a sense of what's out there. Then, we took some photos.
9 I don't have an extra set of these. The existing road, the hill above it.

10 **Rick Cooper:** So, we're looking north to south.

11 **Mark Swartz:** You're looking up the hill, toward the Altizer's.

12 **Rick Cooper:** Looking north to south.

13 **Mark Swartz:** The only reason I'm giving these to you is to give you a sense of there's gravel
14 on the road. There's vegetation. We also took these pictures because we wanted to see if we
15 could see a house. I guess, if the leaves were off the trees and the bushes didn't have leaves on
16 them, you might be able to, but it's over the hill. I just want to give you a sense of that.

17 **Bill Patton:** There's no "might" about it. You could.

18 **Mark Swartz:** And the dimensions to the neighboring houses or residences are on the map that
19 I gave you. We've got a 200-foot circle. Clearly, everything is out of that circle. Going back to
20 the leases that I gave you, the objection statute talks in terms of granting objections should not
21 materially impair rights contained in agreements, valid at the time of the objection. I thought I'd
22 spend a moment going through these oil and gas leases. They appear, to me, to be the same.
23 You can pick any one of them. But, at the first page of those leases, it says that the Grantor

1 leases and lets exclusively unto the lessee any and all of its rights to the oil and gas. Then, down
2 at the bottom of the first page, together with any and all rights necessary or convenient to
3 develop, produce, market and sell said oil and gas including, but not limited to the exclusive
4 rights of drilling, producing, gathering, transporting, storing, selling the oil and gas and rights to
5 construct and maintain all pipelines, tanks, structures and utility lines that lessee may deem
6 necessary and convenient for production. There's a definition of drilling operations in paragraph
7 two, which includes operations for the drilling of a new well, re-working, deepening or plugging
8 back of a well, a hole for other operations. There is a provision in paragraph six that allows the
9 lessee, under this lease, to form a drilling unit or units to conform to regular or spacing rules.
10 Page 8, lessee shall have the right, at its option, to pool or combine the lease premises. Actually,
11 there was a pooling hearing, this morning, where the Board pooled this unit, the T54 unit. The
12 spacing provision at 10 generally allows you to retain 80 acres around each unit, each well and to
13 pool up to 640 acres. Of course, the pooling, this morning, was for an 80-acre unit. I think those
14 are the provisions that I wanted to point out. So, we have, with regard to the tract that's outlined
15 in pink, on the map that I gave you, we have, we believe, leases from all of the predecessors in
16 interest, that give us the right to drill wells, that give us the right to build roads, to transport gas.
17 So, we've already got a road in there that we permitted under that lease. I've shown you pictures
18 that there aren't potholes. There's not an obvious erosion. That road is already in there. We
19 have, in our permit package, a casing plan and a plugging plan. There's a technical data sheet,
20 DGO 9E, estimated depth of the completed well is 2,600 feet. There is a conductor 9 5/8-13 3/8
21 size to a depth of 75 feet, cemented to the surface. There's going to be a surface water protection
22 casing of 4 1/2 inches, down 2,370 feet, both of those cemented back to the surface. The coal
23 protection casing is the same, cemented back to the surface. There's a 7-inch casing, to a depth

1 of 352 feet around those casings, cemented back to the surface. There's a production casing all
2 the way down to the 2,370, cemented to the surface. Then, the tubing down to the 2,445. The
3 point being that we have, we're not required to do this, but these are our plans to protect
4 groundwater and to protect surface water or contents of the well from getting into the
5 groundwater or getting up to the surface. This is a plan that works well. I know that your office,
6 when it's being cemented and, so forth, makes periodic visits to make sure this happens. So, this
7 isn't optional, but this is the kind of thing that we're going to do to make sure the surface water is,
8 indeed, protected. In addition to groundwater protection and coal protection strings, there's a
9 schematic that we've provided. It's going to be many years from now, but if this well is plugged
10 and abandoned, we also provide a typical cross-section of how that would be done. Actually, it's
11 called a proposed plugging and abandonment schematic. So, not only are we protecting
12 groundwater in the drilling operations and in production, but then at the end of the day, when we
13 abandon this well, we have a plugging plan to continue that protection. There's an operations
14 plan that we provide. I'm not going to go through all of that, but as part of that, we provide a
15 typical road section, a culvert section, schedule. We also show a typical schematic for our drill
16 site that we build, a pit and so forth, to give people an indication of how that is to be done,
17 including your office, obviously. The site plan is included, as Exhibit 3. The typical road
18 section, of course, the road's already in, culvert installations and culvert schedule is Exhibit 2.
19 Exhibit 1 is the topo map. Actually, Exhibit 1, in the permit package, does show pretty well the
20 pre-existing road that's already there, that actually goes right next to the site that we plan on
21 putting here.

22 **Rick Cooper:** So, is the pipeline in the same route as the road?

23 **Mark Swartz:** Yes. It's already there and it's going to be added to.

1 **Rick Cooper:** Do you know what well the road was permitted under?

2 **Mark Swartz:** S55A. So, that road, as indicated, goes past T54 to connect. The road's there.
3 The pipeline's there. What we're talking about is building a well site, consistent with the plan
4 that we submitted to drill this well. Obviously, under the three leases that we have, we have the
5 contractual right to do that. We, certainly, located it, instead of going way off of this road that
6 would require us to build more road or more pipeline, we're putting it on a road that's already
7 existing, that we don't have to travel to.

8 **Rick Cooper:** How much pipeline is on this, for this particular permit?

9 **Mark Swartz:** Very little. Let me look. We're going to add 1,000 feet of pipeline, within the
10 existing roadway. It's buried, obviously. That's also an exhibit, technical data sheet for
11 gathering pipelines. It's an 8-inch line. We've already got the right-of-way. We've got the road.
12 It's going to be plastic and we will bury it in that roadway. There's one more thing I wanted to
13 check. Also, in the permit package, we submitted a water source sample for the drilling. That
14 was done by EMATS and that's in the permit package.

15 **Rick Cooper:** What is that?

16 **Mark Swartz:** Sorry.

17 **Rick Cooper:** What is the water source package?

18 **Mark Swartz:** It gives an indication of the quality of the water we're going to use to drill the
19 well. So, it's the water that we're putting in the ground to drill the well. It needs to be reasonably
20 safe. This is a test to show that the water we were using to drill the well was not going to pollute
21 the...

22 **Rick Cooper:** So, the water that you use there will be equal to or better than any water that's in
23 the analysis area?

1 **Mark Swartz:** Correct. This is a report from EMATS, to demonstrate that we've done that. It's
2 something we have to file with you all.

3 **Rick Cooper:** Right.

4 **Mark Swartz:** But, it's in the permit package. So, to summarize, we have a road which, judging
5 from the pictures that I've submitted and the aerial photo, is in place, appears to be in pretty good
6 shape. We've submitted our standard plans for soil erosion and sediment control, to the extent
7 that there is additional surface disturbance. We're telling you, as an agency that regulates our
8 operations, and the land owners, what we're going to do. I've covered the steps that we are going
9 to take to protect water, just like we did when we drilled S55A and T55. There is an aerial photo
10 and a survey map that I've given you to at least survey some distances to the Altizer home and
11 the Farmer home, which indicates that this well is proposed to be kind of out in the middle of
12 nowhere, not in somebody's yard or close to their house. Frankly, we would represent that we
13 followed the rules and regulations on our plan. This should not constitute a hazard. It shouldn't
14 be a problem, a safety issue. Then, lastly, Item 4 under the surface owner objections, because
15 that seems to be where we're focused, today, we have a lease from all of the predecessors in title,
16 that allows us to develop this property for oil and gas purposes. We already have one other well
17 on this property. We already have a road. Frankly, I think we should continue to have a right to
18 operate, under the terms of our lease. That, in general, is the evidence I'd like you to see.
19 Obviously, you have our entire permit and my reaction to the objections that I've heard, today.

20 **Rick Cooper:** I guess maybe you did touch on, but one of his objections was, you sort of
21 touched on the work will constitute a hazard to the safety of any people in the area. Do you see
22 that as a problem?

1 **Mark Swartz:** We are regulated. We are required to do water protection strings. We are
2 required to use materials that are safe to contain the pressures that we might encounter. We are
3 required to do signage. We are required to maintain our roads. In general, I would say we have
4 submitted a permit package with plans that shows that we intend to follow the law, which law
5 requires us to operate safely, which we want to do, anyway. We've also given you some maps
6 that show that houses or places of habitation are outside of the 200-foot radius. So, I would say
7 that there no evidence that this is a hazard to anyone, based on our plans and our permit package,
8 that it ever will be.

9 **Bill Patton:** You say that well is out in the center of nowhere?

10 **Mark Swartz:** Right.

11 **Bill Patton:** They had to move it four feet, to get it away from the house.

12 **Mark Swartz:** It's still out in the middle of nowhere. There's the aerial photo.

13 **Bill Patton:** There's homes around there. That's considered "somewhere."

14 **Mark Swartz:** It's in this, whatever you want to call it, forest or whatever.

15 **Bill Patton:** There are still homes out there. That's not in the center of nowhere. You've got
16 some good pictures, here, of some trees and grass. It really has.

17 But, that's on the downhill slope, right there. There's not going to be that much mud, there.

18 Your mud hole is right up on top, on the level ground.

19 **Linda Patton:** I took my truck out through there, the other day, when I went, and you're getting
20 some rut holes out through.... The gravel stops so far out. You don't have gravel. Then, you run
21 out of the gravel and you run into the dirt. If it had been raining, it would have been mud. So, it
22 is not graveled all the way out through there.

1 **Bill Patton:** But, there has been. You say that the water they put in the well is better than other
2 water?

3 **Mark Swartz:** It's at least as good as the neighboring water.

4 **Bill Patton:** I thought you said, a while ago, that it was better than the water.

5 **Mark Swartz:** It has to be at least as good as the water in the location.

6 **Bill Patton:** Where do they get the water from? Where can I build out there?

7 **Mark Swartz:** Where do you want to build?

8 **Bill Patton:** I was told I could build anywhere I wanted to out there, after you all put that in.
9 Then, I was told, "You cannot build across the pipeline, close to the well," or nothing like that.

10 **Mark Swartz:** Where do you want to build?

11 **Bill Patton:** That's what I asked you. Where can I build?

12 **Mark Swartz:** I don't see any sites to build on.

13 **Bill Patton:** Where do you live?

14 **Mark Swartz:** West Virginia

15 **Bill Patton:** You got any wells on your property?

16 **Mark Swartz:** I had property with wells. I don't, at the moment.

17 **Bill Patton:** Oh, you got rid of them, huh?

18 **Linda Patton:** The road that you're proposing for this new site, you say that it's going to come
19 off of this main road. That's true, but it's going to have to go parallel with the highway. So, that
20 means more trees destroyed, in that area.

21 **Mark Swartz:** The road is on the map. It's already there.

22 **Linda Patton:** She knows that.

23 **Mark Swartz:** We're not going to make a new road.

1 **Linda Patton:** They're going to have to, to get to that new well.

2 **Bill Patton:** Enough. I feel like I've always been bullied around, all my life. Maybe I shouldn't
3 say it, but I still feel like I'm being bullied. Maybe I shouldn't say it, but that's the way I feel.
4 I've just been bullied.

5 **Mark Swartz:** I guess I shouldn't say this, but I'm going to say it: You have a contract, a lease,
6 with an oil and gas company, that allows them to drill wells and pay you a royalty and are
7 relying on that lease to develop your property.

8 **Bill Patton:** Whenever we signed that lease, the picture wasn't painted the way it's being
9 developed, now.

10 **Mark Swartz:** The picture that I read into the record, earlier, was that they could build roads.
11 They could build pipelines. They could develop this land. They could drill wells. I hear you
12 saying you didn't expect wells to be on your property, I guess? Or, roads to be on your property?
13 Or, pipelines to be on your property? But, the lease that was signed, the three leases that were
14 signed, here, all say in the first two pages, the gas company could do that.

15 **Bill Patton:** I don't know. I get so daggone sick, worrying about this stuff.

16 **Rick Cooper:** Anything else? Linda, Bill, do you have anything else to add?

17 **Bill Patton:** I had a whole lot I wanted to say, Rick, but I can't say it.

18 **Rick Cooper:** I thank everybody for being here. What I will do, as soon as I can, I will write a
19 decision out and mail it out to all the parties involved, here. I would say this for you all that
20 don't know, if any of you disagree with my opinion, you have a right to appeal my decision and
21 you would be heard in front of the Gas and Oil Board, at the next available hearing. So, you
22 have that opportunity, if any of you disagree with what I say. Just remember, there's timelines
23 you have to meet, so you have to send another appeal to my decision, within 10 days, once you

- 1 get that. I will try to get that out as soon as I possibly can. I would say it would be a minimum
- 2 of 30 days.



DIVISIONS
ENERGY
GAS AND OIL
GEOLOGY AND MINERAL RESOURCES
MINED LAND RECLAMATION
MINERAL MINING
MINES
ADMINISTRATION

COMMONWEALTH OF VIRGINIA

Department of Mines, Minerals and Energy

Russell County Government Center
135 Highland Drive
Lebanon, Virginia 24266
(276) 415-9700 FAX (276) 415-9671
www.dmme.virginia.gov

MEMORANDUM

FROM: Rick Cooper
Principal Executive to the Staff, Virginia Gas and Oil Board

SUBJECT: Stay Request

DATE: 11-01-2016

4 VAC 25-160-130. Appeals of the director's decisions.

- A. Appeals of the director's decisions shall be filed in writing, at the office of the division, in accordance with §§ 45.1-361.23 and 45.1-361.36 of the Code of Virginia.
- B. A petition to appeal a decision of the director shall contain:
1. The name and address of the petitioner and the petitioner's counsel, if any;
 2. Identification of the decision being appealed, and the date the decision was issued;
 3. A statement identifying the standing of the petitioner to appeal;
 4. A statement setting forth the reasons for the appeal, including errors alleged in the director's decision and the reasons why the decision is deemed contrary to law or regulation;
 5. A statement that the issues on appeal were in fact raised as required by § 45.1-361.36 B of the Code of Virginia;
 6. A statement setting forth the specific relief requested; and
 7. **When a stay to any proposed activity allowed as a result of the director's decision is desired, a request for the stay and the basis for granting the stay.**
- C. **Upon receipt of an appeal containing a request for a stay, the director shall decide on the request in accordance with § 45.1-361.23 D of the Code of Virginia.**

No stay has been requested by the appealing party.

Rick Cooper, Director
Division of Gas and Oil
Principal Executive to the Gas and Oil Board

EQUAL OPPORTUNITY EMPLOYER
TDD (800) 828-1120 --- Virginia Relay Center

4VAC25-150-140. Objections to permit applications.

- A. Objections shall be filed in writing, at the office of the division, in accordance with § 45.1-361.35 of the Code of Virginia. The director shall notify affected parties of an objection as soon as practicable.
- B. If after the director has considered notice to be given under 4VAC25-150-130 B of this chapter, a person submits an objection with proof of receipt of actual notice within 15 days prior to submitting the objection, then the director shall treat the objection as timely.
- C. Objections to an application for a new or modified permit shall contain:
 - 1. The name of the person objecting to the permit;
 - 2. The date the person objecting to the permit received notice of the permit application;
 - 3. Identification of the proposed activity being objected to;
 - 4. A statement of the specific reason for the objection;
 - 5. A request for a stay to the permit, if any, together with justification for granting a stay; and
 - 6. Any other information the person objecting to the permit wishes to provide.
- D. When deciding to convene a hearing pursuant to § 45.1-361.35 of the Code of Virginia, the director shall consider the following:
 - 1. Whether the person objecting to the permit has standing to object as provided in § 45.1-361.30 of the Code of Virginia;
 - 2. Whether the objection is timely; and
 - 3. Whether the objection meets the applicable standards for objections as provided in § 45.1-361.35 of the Code of Virginia.
- E. If the director decides not to hear the objection, then he shall notify the person who objects and the permit applicant in writing, indicating his reasons for not hearing the objection, and shall advise the objecting person of his right to appeal the decision.

Statutory Authority

§§ 45.1-161.3 and 45.1-361.27 of the Code of Virginia.

Historical Notes

Derived from VR480-05-22.1 § 1.14, eff. September 25, 1991; amended Virginia Register Volume 29, Issue 3, eff. November 8, 2012; Volume 30, Issue 1, eff. October 10, 2013.

Proposed Casing and Tubing Program

	Size	Depth	Cement Details
Conductor	9 5/8" - 13 3/8"	0' - 75'	Cemented to Surface
Surface/Water Prot. Casing	4 1/2"	2370	Cemented to Surface
Coal Protection Casing	4 1/2"	2370	Cemented to Surface
Other Casing	7"	352	Cemented to Surface
Other Casing			
Other Casing			
Production Casing	4 1/2"	2370	Cemented to Surface
Tubing	2 3/8"	2445	

Pipeline Technical Data

Pipeline Data:

Pipeline Type	Pipeline Diameter (inches)	Right of Way Width (feet)	Proposed Length (feet)	Calculated Disturbed Acres	Surface / Buried	Pipeline Material	Well Name
Gas	8.00	75	1000.00	1.72	Buried	Plastic	CBM T54

Ex. 1

BK0970PG1023

2254

40938-003

CNX - 1
200less-
1/03

OIL, GAS AND COALSEAM GAS LEASE

THIS AGREEMENT is entered into this 9th day of May, 2006, between

Billy C. Patton

P. O. Box 411

Richlands, VA 24641

(hereinafter sometimes referred to as Lessor), and CNX GAS COMPANY LLC, a Virginia Limited Liability Company, (hereinafter sometimes referred to as Lessee).

WITNESSETH:

1. For and in consideration of One dollar (\$1.00) and other valuable consideration in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, Lessor grants, leases and lets exclusively unto Lessee any and all rights it has to all of the oil and gas, including, but not limited to, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded natural gas in any formation or other naturally occurring gases contained in or associated with any coalseam and all zones in communication therewith, and all associated natural gas and other associated hydrocarbons contained therein and all gas originating or produced from coalseam to coalseam, underlying the lands hereinafter described, together with any and all rights necessary or convenient to develop, produce, market and sell said oil and gas including, but not limited to, the exclusive

Exhibit 1

Document prepared by CNX Gas Company LLC

647A 0009

rights of exploring, drilling, producing, gathering, transporting, storing, and selling the oil and gas,
the rights to construct and maintain all pipelines, tanks, structures, and utility lines that
 Lessee may deem necessary and convenient for the production and/or transportation of oil or gas
from this and other lands held by Lessee, or any of its affiliates, to inject under pressure air, gas,
water, brine and other fluids from any source into the subsurface strata and any and all other rights
and privileges necessary, incident to, or convenient for the economical operation of the land. The
 leased lands are located in Tazewell, County Virginia, and are described as follows:

All Those Certain Tracts of Land Recorded and Described in Deed Book 166 Page 30.

and containing 30.28 acres, more or less (hereinafter referred to as leased premises); in
 addition to the above-described land, any and all strings or parcels of land adjoining or contiguous
 to the above-described land and owned, leased or claimed by Lessor are hereby leased to Lessee.
 As to all of the leased premises, Lessor waives and releases all benefits under the homestead
 exemption laws.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of
 ten (10) years from this date (hereinafter called the "primary term"), and as long thereafter as long
 as oil or gas is produced from the above described land or drilling operations are continuously
 prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a
new well, the reworking, deepening or plugging back of a well or hole or other operations
conducted in an effort to obtain or re-establish production of oil or gas. Drilling operations for oil
or gas shall be deemed to be commenced when the first material is placed on the land or
 when the first work, other than surveying or staking the location, is done thereon which is necessary

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for such operations. Drilling operations shall be considered to be "continuously prosecuted" if not more than 180 days shall lapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If Lessee has completed a well on the leased premises or lands pooled or unitized therewith within 180 days prior to the end of the primary term, Lessee shall have 180 days after the date of such completion within which to commence additional operations in order to maintain its rights. If Lessee has not completed a well on the leased premises or lands pooled or unitized therewith within 180 days of the end of the primary term, then Lessee, in order to maintain its rights, must commence operations for the drilling of a well on the leased premises on or before the end of the primary term.

3. The royalties to be paid Lessor are:

(a) On gas, 12.5% of the value of gas produced from the leased premises and sold on or off the leased premises, or used off the leased premises, less a proportionate part of the costs incurred by Lessee in heating, sweetening, gathering, transporting, dehydrating, compressing, exacting, processing, manufacturing or any other post-production costs incurred by Lessee in making such gas or other substance merchantable, and where gas from the leased premises is processed in a plant for the purpose of extracting products therefrom, Lessee shall pay Lessor 12.5% of the value of the products so extracted and 12.5% of the value of the residue coalseam gas remaining after extraction of said products. Lessor shall pay a proportionate part of all excise, depletion, privilege and production tax that is now or hereafter levied, or assessed or charged on gas produced from the land.

(b) On oil, 12.5% of the value of oil produced from the leased premises and sold on or off the leased premises, or used off the leased premises, less a proportionate part of the costs incurred by Lessee in gathering, transporting, exacting, processing, manufacturing or any other

post-production costs incurred by Lessee in making such oil or other substance merchantable.

Lessor shall pay a proportionate part of all excise, depletion, privilege and production tax that is now or hereafter levied, or assessed or charged on gas produced from the land.

(c) If a well capable of producing oil or gas located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut-in and no oil or gas therefrom is sold or used off the premises, such shut-in well shall be deemed to be a well on the leased premises producing oil or gas but Lessee shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor within one hundred eighty (180) days after the first anniversary date on which said well is shut-in and thereafter on or before each anniversary date during the period in which such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of Lessor in acreage embraced in this lease as of the end of such annual period, or, at its option, Lessee shall pay to Lessor the sum of \$50.00 per shut-in well; provided that, if oil or gas from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, Lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Royalty ownership as of the lease day of each such annual period as shown by Lessee's records shall govern the determination of the party or parties entitled to receive such payment. If Lessee chooses to pay shut-in royalties on a per well basis, and when such payment is made, it will be considered that oil or gas is being produced from the entire lease.

(d) Lessor specifically recognizes herein the right and necessity of a coal operator to vent coalseam gas into the atmosphere as a waste product for the protection and efficiency of its mining operations and to plug and mine through oil or gas well(s) in the course of such operations. Lessee shall have no obligation to recover any coalseam gas as will be vented by a coal operator or lessee and Lessee shall have no liability or obligation to Lessor for royalties on such coalseam gas, nor shall royalties be due on any coalseam gas which may be vented by third parties or on such coalseam gas as may be vented during repairs to wells, prior to connection of any wells to gathering and/or transmission lines or as may be necessitated by any underground coal mining activities carried on by coal mining lessees or assigns.

(e) Lessee shall have free use of oil, gas and water produced from the leased premises for producing operations pursuant to the terms of this lease and the royalties on all oil and gas shall be computed after deducting any so used.

(f) At the conclusion of the term of this lease and any extension or renewal of this lease but not during any such time, Lessee covenants and agrees to pay Lessor as payment in full for the storage of gas in lieu of all delay or royalty due or to become due for the right to produce or for the production of gas in any area where gas may be stored as provided in this lease, when no wells on the leased premises are utilized for the storage of gas, an annual storage rental of FIVE & NO/100 Dollars (\$5.00) per acre per year, payable annually in advance, beginning at the next payment date after gas shall have been stored under the terms of this lease and continuing until the leased premises shall no longer be used for storage purposes, or until wells on the land are utilized for the storage of gas, in which event Lessee shall cease paying storage rental to Lessor and pay in lieu thereof, an annual storage well rental or royalty of FIFTY & NO/100 Dollars (\$50.00), per well annually in advance as long as such well shall be so utilized subject to the right of surrender

provided for in this lease. Any storage rental paid for time beyond the date of such utilization of a well yielding storage well rental or royalty shall be credited upon the first storage well rental or royalty due upon the same.

4. Lessee agrees to pay Lessor as rental during the primary term of this Lease for the leased premises in lieu of development, drilling or production operations a rental in the amount of FIVE & NO/100 Dollars (\$5.00) per acre per year for the period of the primary term of this Lease. It is agreed Lessee may drill or not drill on the land, as it may elect, and the consideration and rentals paid and to be paid constitute adequate compensation for such privilege. Said total rental for the primary term of this Lease shall be paid at the time this Lease is executed. Lessee does and shall have the right to recoup the total rental amount paid during the term of this Lease from royalty payments due under Paragraph 3 herein by deducting the amount of rental payment from royalties due. If operations for drilling are not commenced on the leased premises on or before ten years from the date hereof, the lease shall terminate as to both parties unless on or before such anniversary date Lessee shall pay to Lessor the sum of \$5.00 per acre, which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each. Such payment may be made by the check or money order of Lessee mailed or delivered to Lessor on or before such date. Lessee may at any time execute and deliver to Lessor or record a release or releases covering any portion or portions of the leased premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. Lessee shall have reasonable and convenient easements for pipelines, pole lines,

roadways and other facilities through and over the portions of the premises surrendered for the purpose of continuing operations on the portions of the leased premises retained, or on other lands held by Lessee, or any of its affiliates.

5. If during the primary term and after the discovery of oil and/or gas, the production therefrom should cease for any cause, this lease shall not terminate if Lessee commences additional drilling or re-working operations within one hundred eighty (180) days thereafter, or within said 180 day period pays Lessor the rental provided for in Paragraph 4 hereof. However, if Lessee has previously paid a rental for the year in which said 180 day period terminates (or if said 180 day period should terminate during the first year of the lease) then no rental payments shall be necessary in order to maintain Lessee's rights until the next ensuing rental date or the end of the primary term, as the case may be.

If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above-described land but Lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after the expiration of the primary term of this lease, production from the above-described land should cease, this lease shall not terminate if Lessee is then prosecuting drilling operations, or within 180 days after each such cessation of production, commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom then as long thereafter as oil or gas is produced from the above-described land.

6. If at any time while this lease is in force and effect Lessee in its opinion deems it advisable and expedient, in order to form a drilling unit or units to conform to regular or special spacing rules

issued by any state or federal authority having control of such matters, to conform to conditions imposed upon the issuance of drilling permits, or promote the conservation of oil or gas, Lessee shall have the right, at its option, to pool or combine the leased premises or any portion thereof, with other land, lease or leases in the immediate vicinity thereof, whether such land, lease or leases are held by Lessee or by others. In lieu of the royalties elsewhere herein specified, Lessor shall receive, on the production from any unit so pooled, only such proportion of the royalties stipulated herein as the amount of its acreage (mineral rights) placed in the unit bears to the total acreage so pooled in the particular unit involved.

Notwithstanding anything to the contrary in this lease, the commencement of operations for the drilling of a well on any such drilling unit shall have the same force and effect in all respects as the commencement of operations for the drilling of a well on the premises leased hereby; and drilling or reworking operations conducted on any such drilling unit or production of oil or gas anywhere from such drilling unit shall have the same force and effect as drilling or reworking operations conducted on or production obtained from the premises as to the continuance and/or extension of the term of this lease.

7. This lease may be maintained in force after the expiration of the primary term as to any portion of the leased premises not contained in a statutory drilling unit by: (1) Lessee's tender of an acreage rental payment to Lessor on the non-unitized portion. The per-acre amount of the acreage rental payment due upon the non-unitized portion of the lease shall be equal to the per-acre delay rental payments provided for in Paragraph 4 and shall be payable annually; (2) production from, or operations conducted on, a non-unitized portion of the leased premises, (3) production from, or operations conducted on, a second drilling unit containing a portion of the leased premises not contained in another statutory drilling unit; or, (4) as permitted by any statutory provision.

8. If any operation permitted or required hereunder, or the performance by Lessee of any covenant, agreement or requirement hereof is delayed or interrupted directly or indirectly by any past or future acts, orders, regulations or requirements of the Government of the United States or any state or other governmental body, or any agency, officer, representative or authority of any of them, including but not limited to the regulation of the Division of Mines, Minerals and Energy, or because of delay or inability to get materials, labor, equipment, access or easement, or supplies, war, armed hostilities, lack of market, failure of purchasers or carriers to take or transport such production, act of God, strike, civil disturbance, fire, explosion, flood, or any other cause reasonably beyond the control of Lessee, the period of such delay or interruption shall not be counted against the Lessee, and the primary term of this lease shall automatically be extended after the expiration of the primary term set forth in Paragraph 2, so long as the cause or causes of such delays or interruptions continue for a period of two (2) months thereafter; and such extended term shall constitute and shall be considered for the purposes of this lease as a part of the primary term hereof. The provisions of Paragraph 4 relating to the payment of delay rentals shall in all things be applicable to the primary term as extended hereby just as if such extended term were a part of the original primary term fixed in Paragraph 2. The Lessee shall not be liable to Lessor in damages for failure to perform any operation permitted, or required hereunder or to comply with any covenant, agreement or requirement hereof during the time Lessee is relieved from the obligation to comply with such covenants, agreements or requirements, except for the payment of rentals provided in Paragraph 4.

9. In the event Lessee's rights hereunder shall terminate or be forfeited for any cause other than as a result of a final non-appealable decision of a court, Lessee shall be entitled to designate and retain the following acreage around each well producing, being worked on, or drilling:

(a) If drilling or producing units have not been established for the field in which such acreage is located by order of any state or federal authority, Lessee shall have the right to designate and retain 80.0 acres around each oil well producing, being worked on, or drilling for oil, and 640.0 acres around each gas well producing, being worked on or drilling for gas, each such tract to be in as nearly the form of a square as possible with the well in as near the center thereof as practicable.

(b) If drilling or producing units have been established by order of any state or federal authority, Lessee shall be entitled to retain around each well so much of the leased premises as is included under such order in the unit on which such well is located.

Lessee's rights as to each tract retained in accordance with (a) and (b) above shall be maintained as long as one hundred eighty (180) consecutive days do not elapse without either production being obtained from such tract or operations being conducted thereon or as long as shut in payments are being made pursuant to Paragraph 3(b).

10. Lessor specifically recognizes that any use Lessee or its assigns may make of the coalseam gas herein leased may require large capital expenditures, which because of the low heating content of coalseam gas, may at any time make uneconomical the recovery and use of the coalseam gas. Therefore, nothing herein contained shall be deemed, construed or interpreted as impairing or impeding in any manner Lessee's or its assigns right to vent coalseam gas through VVHs or HVHs or in any other manner Lessee or its assigns may now or hereafter deem expedient or necessary, without obligation whatsoever under this lease. Nothing herein shall be deemed, construed or interpreted as creating any covenant, agreement or obligation on Lessee or its assigns to commence or continue any recovery production or use of coalseam gas.

11. Lessor generally warrants and agrees to defend the title to the oil and gas underlying the

leased premises. Lessor warrants specifically only such title to the coalseam gas as it may have, if any. Lessee's sole and exclusive remedy for Lessor's partial or total failure of title shall be for any monies, royalties or other things of value received by Lessor for or on account of such coalseam gas, the title to which shall have failed and Lessor shall promptly repay to Lessee such monies, royalties or other things of value promptly upon a final determination of title failure.

12. Lessee covenants and agrees to indemnify, defend and hold Lessor harmless from and against any and all losses, claims, liabilities, damages, expenses and costs, including attorney's fees, arising from personal injury, including death, or property damages to any person occurring, directly or indirectly, as a result of operations and activities conducted pursuant to this lease.

13. All expressed or implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules or regulations, including restrictions on the drilling and production of wells and the price of oil, gas and other substances covered hereby, and this lease shall not be terminated in whole or in part, nor shall Lessee be held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

14. The consideration paid for this lease and/or any rentals and/or royalties or shut-in royalties by Lessee hereunder is accepted by Lessor as full and adequate consideration for all rights, options and privileges herein granted, including the right of surrender at any time and from time to time.

15. Lessor hereby agrees that Lessee at its option may discharge any tax, mortgage or other lien bearing upon the mineral interest of Lessor with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. It is agreed that if Lessor owns an interest in said land less than the entire mineral rights and royalty related thereto, then the rentals, royalties and other mineral related payments to be paid Lessor shall be paid proportionately. If the true

acreage of the leased premises shall be found to be less than the number of acres above recited, the rental and royalty hereunder shall be reduced proportionately, and Lessor hereby releases Lessee from payment of rental or royalty upon any acreage in excess of the true acreage of the leased premises. In the event Lessee is made aware of any claim or controversy inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder without liability for interest thereon until the final determination of such claim or controversy, and then to distribute the same among those lawfully entitled thereto.

16. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to commence actions to remedy the breach or default within such period. In the event the matter is litigated and there is a final determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to remedy said breach or default.

17. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the leased premises, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, and all other pertinent terms and conditions of the offer. Lessee for a period of fifteen days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and

including the last day of the primary term or any extension thereof of this lease shall be subject to the terms hereof. If Lessee exercises its option to purchase, Lessee shall so notify Lessor in writing by mail or telegram prior to the expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease; such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

18. Lessee covenants that its operations shall be conducted in full compliance with the related regulations established by the appropriate federal, state or local office or any other authority having jurisdiction in such matters.

19. This lease and all of the conditions, covenants and terms thereof shall extend to and bind the successors and assigns of Lessor and Lessee. The rights of either party to this lease may be assigned in whole or in part and the provisions of this lease shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns. It is provided that no change of ownership in the premises or in the rentals or royalties, or of the right to receive payments hereunder, shall be binding on Lessee until thirty (30) days after Lessee has been furnished with evidence satisfactory to Lessee of such change of ownership or right to receive payments.

20. If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all rentals, royalties and payments provided for hereunder shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by such separate owner bears to the entire leased acreage.

21. Any coal mining lease or other mineral lease, whether it be for surface mining or underground operations, executed subsequent to this lease shall be expressly subject to the rights of the Lessee under the terms and conditions of this lease.

22. Lessee shall have the right at any time, and from time to time before and after expiration of this lease to remove all pipelines, machinery, fixtures, equipment and other property placed by it on the leased premises, including the right to draw and remove casing.

23. All notices and/or payments necessary to be given under the terms of this lease shall be directed as follows:

Lessor: Billy C. Patton
~~2304 Fourth St.~~ P.O. Box 411
Richlands, VA 24641

BCP
edk

Lessee: CNX GAS COMPANY LLC
P. O. Box 947
Bluefield, VA 24605

or to such other address as each party hereto may designate by written notice to the other party, and, except as herein otherwise provided, the deposit in the mail or any letter so addressed with postage prepaid shall, for the purpose of this lease be notice to the addressees of the contents of such letter.

24. The rights of either party to this lease may be assigned in whole or in part and the provisions of this lease shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns. No change or division in the ownership of the minerals or royalties shall operate to enlarge the obligations or diminish the rights of Lessee until thirty (30) days after Lessee shall have received a certified copy of the recorded instrument or instruments evidencing such

change or division.

25. Lessor hereby gives its consent to Lessee to stimulate all formations and/or coal seams in all wells, including without limitation coalbed methane wells, that are permitted, drilled and/or operated by Lessee its agents or assigns as such consent may be required by 45.1-361.29F., Code of Virginia or as the Code of Virginia may be subsequently amended or revised with respect to any consent to stimulate any coal seams and/or other formations.

26. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein. This contract shall be binding upon each of the parties who shall execute the same, regardless of whether or not all of the parties named as Lessor shall execute it.


By execution hereof Lessor and Lessee acknowledge receipt of a copy of this lease.

IN WITNESS WHEREOF, this lease is entered into this the day and year first above written.


Lessor

Lessor

CNX GAS COMPANY LLC

By: 
Its: Vice President

STATE OF Virginia
COUNTY OF Tazewell

The foregoing instrument was acknowledged before me this 9th day of May,
2006, by Billy C. Patton

My commission expires: JAN 31, 2008

[SEAL]

Charles D. Keen
NOTARY PUBLIC

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____

My commission expires: _____

INSTRUMENT #060002254
RECORDED IN THE CLERK'S OFFICE OF
TAZEWELL COUNTY ON
MAY 16, 2006 AT 04:23PM
JAMES E. BLEVINS, CLERK

[SEAL]

NOTARY PUBLIC Brooklyn J. McDonald
RECORDED BY: BJK

STATE OF Virginia
COUNTY OF Tazewell

The foregoing instrument was acknowledged before me this 15th day of May,
2006, by Claude D. Morgan, a Vice President, on behalf of
CNX Gas Company LLC.

My commission expires: 12/31/08

[SEAL]

Carrie Adkins
NOTARY PUBLIC

EX 2

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OIL, GAS AND COALSEAM GAS LEASE

THIS AGREEMENT is entered into this 9th day of MAY, 2006, between

Linda K. Patton

P. O. Box 87

Jewell Ridge, VA 24622

(hereinafter sometimes referred to as Lessor), and CNX GAS COMPANY LLC, a Virginia Limited Liability Company, (hereinafter sometimes referred to as Lessee).

WITNESSETH:

1. For and in consideration of One dollar (\$1.00) and other valuable consideration in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, Lessor grants, leases and lets exclusively unto Lessee any and all rights it has to all of the oil and gas, including, but not limited to, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded natural gas in any formation or other naturally occurring gases contained in or associated with any coalseam and all zones in communication therewith, and all associated natural gas and other associated hydrocarbons contained therein and all gas originating or produced from coalseam to coalseam, underlying the lands hereinafter described, together with any and all rights necessary or convenient to develop, produce, market and sell said oil and gas including, but not limited to, the exclusive

Exhibit 2

Document prepared by CNX Gas Company LLC

047A 0009

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rights of exploring, drilling, producing, gathering, transporting, storing, and selling the oil and gas, the rights to construct and maintain all pipelines, tanks, structures, and utility lines that Lessee may deem necessary and convenient for the production and/or transportation of oil or gas from this and other lands held by Lessee, or any of its affiliates, to inject under pressure air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of the land. The leased lands are located in Tazewell, County Virginia, and are described as follows:

All Those Certain Tracts of Land Recorded and Described in Deed Book 166 Page 30.

and containing 30.28 acres, more or less (hereinafter referred to as leased premises); in addition to the above-described land, any and all strings or parcels of land adjoining or contiguous to the above-described land and owned, leased or claimed by Lessor are hereby leased to Lessee.

As to all of the leased premises, Lessor waives and releases all benefits under the homestead exemption laws.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years from this date (hereinafter called the "primary term"), and as long thereafter as long as oil or gas is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas. Drilling operations for oil or gas shall be deemed to be commenced when the first material is placed on the land or when the first work, other than surveying or staking the location, is done thereon which is necessary

for such operations. Drilling operations shall be considered to be "continuously prosecuted" if not more than 180 days shall lapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If Lessee has completed a well on the leased premises or lands pooled or unitized therewith within 180 days prior to the end of the primary term, Lessee shall have 180 days after the date of such completion within which to commence additional operations in order to maintain its rights. If Lessee has not completed a well on the leased premises or lands pooled or unitized therewith within 180 days of the end of the primary term, then Lessee, in order to maintain its rights, must commence operations for the drilling of a well on the leased premises on or before the end of the primary term.

3. The royalties to be paid Lessor are:

(a) On gas, 12.5% of the value of gas produced from the leased premises and sold on or off the leased premises, or used off the leased premises, less a proportionate part of the costs incurred by Lessee in heating, sweetening, gathering, transporting, dehydrating, compressing, exacting, processing, manufacturing or any other post-production costs incurred by Lessee in making such gas or other substance merchantable, and where gas from the leased premises is processed in a plant for the purpose of extracting products therefrom, Lessee shall pay Lessor 12.5% of the value of the products so extracted and 12.5% of the value of the residue coalseam gas remaining after extraction of said products. Lessor shall pay a proportionate part of all excise, depletion, privilege and production tax that is now or hereafter levied, or assessed or charged on gas produced from the land.

(b) On oil, 12.5% of the value of oil produced from the leased premises and sold on or off the leased premises, or used off the leased premises, less a proportionate part of the costs incurred by Lessee in gathering, transporting, exacting, processing, manufacturing or any other

post-production costs incurred by Lessee in making such oil or other substance merchantable.

Lessor shall pay a proportionate part of all excise, depletion, privilege and production tax that is now or hereafter levied, or assessed or charged on gas produced from the land.

(c) If a well capable of producing oil or gas located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut-in and no oil or gas therefrom is sold or used off the premises, such shut-in well shall be deemed to be a well on the leased premises producing oil or gas but Lessee shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor within one hundred eighty (180) days after the first anniversary date on which said well is shut-in and thereafter on or before each anniversary date during the period in which such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of Lessor in acreage embraced in this lease as of the end of such annual period, or, at its option, Lessee shall pay to Lessor the sum of \$50.00 per shut-in well; provided that, if oil or gas from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, Lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Royalty ownership as of the lease day of each such annual period as shown by Lessee's records shall govern the determination of the party or parties entitled to receive such payment. If Lessee chooses to pay shut-in royalties on a per well basis, and when such payment is made, it will be considered that oil or gas is being produced from the entire lease.

(d) Lessor specifically recognizes herein the right and necessity of a coal operator to vent coalseam gas into the atmosphere as a waste product for the protection and efficiency of its mining operations and to plug and mine through oil or gas well(s) in the course of such operations. Lessee shall have no obligation to recover any coalseam gas as will be vented by a coal operator or lessee and Lessee shall have no liability or obligation to Lessor for royalties on such coalseam gas, nor shall royalties be due on any coalseam gas which may be vented by third parties or on such coalseam gas as may be vented during repairs to wells, prior to connection of any wells to gathering and/or transmission lines or as may be necessitated by any underground coal mining activities carried on by coal mining lessees or assigns.

(e) Lessee shall have free use of oil, gas and water produced from the leased premises for producing operations pursuant to the terms of this lease and the royalties on all oil and gas shall be computed after deducting any so used.

(f) At the conclusion of the term of this lease and any extension or renewal of this lease but not during any such time, Lessee covenants and agrees to pay Lessor as payment in full for the storage of gas in lieu of all delay or royalty due or to become due for the right to produce or for the production of gas in any area where gas may be stored as provided in this lease, when no wells on the leased premises are utilized for the storage of gas, an annual storage rental of FIVE & NO/100 Dollars (\$5.00) per acre per year, payable annually in advance, beginning at the next payment date after gas shall have been stored under the terms of this lease and continuing until the leased premises shall no longer be used for storage purposes, or until wells on the land are utilized for the storage of gas, in which event Lessee shall cease paying storage rental to Lessor and pay in lieu thereof, an annual storage well rental or royalty of FIFTY & NO/100 Dollars (\$50.00), per well annually in advance as long as such well shall be so utilized subject to the right of surrender

provided for in this lease. Any storage rental paid for time beyond the date of such utilization of a well yielding storage well rental or royalty shall be credited upon the first storage well rental or royalty due upon the same.

4. Lessee agrees to pay Lessor as rental during the primary term of this Lease for the leased premises in lieu of development, drilling or production operations a rental in the amount of FIVE & NO/100 Dollars (\$5.00) per acre per year for the period of the primary term of this Lease. It is agreed Lessee may drill or not drill on the land, as it may elect, and the consideration and rentals paid and to be paid constitute adequate compensation for such privilege. Said total rental for the primary term of this Lease shall be paid at the time this Lease is executed. Lessee does and shall have the right to recoup the total rental amount paid during the term of this Lease from royalty payments due under Paragraph 3 herein by deducting the amount of rental payment from royalties due. If operations for drilling are not commenced on the leased premises on or before ten years from the date hereof, the lease shall terminate as to both parties unless on or before such anniversary date Lessee shall pay to Lessor the sum of \$5.00 per acre , which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each. Such payment may be made by the check or money order of Lessee mailed or delivered to Lessor on or before such date. Lessee may at any time execute and deliver to Lessor or record a release or releases covering any portion or portions of the leased premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. Lessee shall have reasonable and convenient easements for pipelines, pole lines,

roadways and other facilities through and over the portions of the premises surrendered for the purpose of continuing operations on the portions of the leased premises retained, or on other lands held by Lessee, or any of its affiliates.

5. If during the primary term and after the discovery of oil and/or gas, the production therefrom should cease for any cause, this lease shall not terminate if Lessee commences additional drilling or re-working operations within one hundred eighty (180) days thereafter, or within said 180 day period pays Lessor the rental provided for in Paragraph 4 hereof. However, if Lessee has previously paid a rental for the year in which said 180 day period terminates (or if said 180 day period should terminate during the first year of the lease) then no rental payments shall be necessary in order to maintain Lessee's rights until the next ensuing rental date or the end of the primary term, as the case may be.

If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above-described land but Lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after the expiration of the primary term of this lease, production from the above-described land should cease, this lease shall not terminate if Lessee is then prosecuting drilling operations, or within 180 days after each such cessation of production, commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom then as long thereafter as oil or gas is produced from the above-described land.

6. If at any time while this lease is in force and effect Lessee in its opinion deems it advisable and expedient, in order to form a drilling unit or units to conform to regular or special spacing rules

issued by any state or federal authority having control of such matters, to conform to conditions imposed upon the issuance of drilling permits, or promote the conservation of oil or gas, Lessee shall have the right, at its option, to pool or combine the leased premises or any portion thereof, with other land, lease or leases in the immediate vicinity thereof, whether such land, lease or leases are held by Lessee or by others. In lieu of the royalties elsewhere herein specified, Lessor shall receive, on the production from any unit so pooled, only such proportion of the royalties stipulated herein as the amount of its acreage (mineral rights) placed in the unit bears to the total acreage so pooled in the particular unit involved.

Notwithstanding anything to the contrary in this lease, the commencement of operations for the drilling of a well on any such drilling unit shall have the same force and effect in all respects as the commencement of operations for the drilling of a well on the premises leased hereby; and drilling or reworking operations conducted on any such drilling unit or production of oil or gas anywhere from such drilling unit shall have the same force and effect as drilling or reworking operations conducted on or production obtained from the premises as to the continuance and/or extension of the term of this lease.

7. This lease may be maintained in force after the expiration of the primary term as to any portion of the leased premises not contained in a statutory drilling unit by: (1) Lessee's tender of an acreage rental payment to Lessor on the non-unitized portion. The per-acre amount of the acreage rental payment due upon the non-unitized portion of the lease shall be equal to the per-acre delay rental payments provided for in Paragraph 4 and shall be payable annually; (2) production from, or operations conducted on, a non-unitized portion of the leased premises, (3) production from, or operations conducted on, a second drilling unit containing a portion of the leased premises not contained in another statutory drilling unit; or, (4) as permitted by any statutory provision.

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8. If any operation permitted or required hereunder, or the performance by Lessee of any covenant, agreement or requirement hereof is delayed or interrupted directly or indirectly by any past or future acts, orders, regulations or requirements of the Government of the United States or any state or other governmental body, or any agency, officer, representative or authority of any of them, including but not limited to the regulation of the Division of Mines, Minerals and Energy, or because of delay or inability to get materials, labor, equipment, access or easement, or supplies, war, armed hostilities, lack of market, failure of purchasers or carriers to take or transport such production, act of God, strike, civil disturbance, fire, explosion, flood, or any other cause reasonably beyond the control of Lessee, the period of such delay or interruption shall not be counted against the Lessee, and the primary term of this lease shall automatically be extended after the expiration of the primary term set forth in Paragraph 2, so long as the cause or causes of such delays or interruptions continue for a period of two (2) months thereafter; and such extended term shall constitute and shall be considered for the purposes of this lease as a part of the primary term hereof. The provisions of Paragraph 4 relating to the payment of delay rentals shall in all things be applicable to the primary term as extended hereby just as if such extended term were a part of the original primary term fixed in Paragraph 2. The Lessee shall not be liable to Lessor in damages for failure to perform any operation permitted, or required hereunder or to comply with any covenant, agreement or requirement hereof during the time Lessee is relieved from the obligation to comply with such covenants, agreements or requirements, except for the payment of rentals provided in Paragraph 4.

9. In the event Lessee's rights hereunder shall terminate or be forfeited for any cause other than as a result of a final non-appealable decision of a court, Lessee shall be entitled to designate and retain the following acreage around each well producing, being worked on, or drilling:

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(a) If drilling or producing units have not been established for the field in which such acreage is located by order of any state or federal authority, Lessee shall have the right to designate and retain 80.0 acres around each oil well producing, being worked on, or drilling for oil, and 640.0 acres around each gas well producing, being worked on or drilling for gas, each such tract to be in as nearly the form of a square as possible with the well in as near the center thereof as practicable.

(b) If drilling or producing units have been established by order of any state or federal authority, Lessee shall be entitled to retain around each well so much of the leased premises as is included under such order in the unit on which such well is located.

Lessee's rights as to each tract retained in accordance with (a) and (b) above shall be maintained as long as one hundred eighty (180) consecutive days do not elapse without either production being obtained from such tract or operations being conducted thereon or as long as shut in payments are being made pursuant to Paragraph 3(b).

10. Lessor specifically recognizes that any use Lessee or its assigns may make of the coalseam gas herein leased may require large capital expenditures, which because of the low heating content of coalseam gas, may at any time make uneconomical the recovery and use of the coalseam gas. Therefore, nothing herein contained shall be deemed, construed or interpreted as impairing or impeding in any manner Lessee's or its assigns right to vent coalseam gas through VVHs or HVHs or in any other manner Lessee or its assigns may now or hereafter deem expedient or necessary, without obligation whatsoever under this lease. Nothing herein shall be deemed, construed or interpreted as creating any covenant, agreement or obligation on Lessee or its assigns to commence or continue any recovery production or use of coalseam gas.

11. Lessor generally warrants and agrees to defend the title to the oil and gas underlying the

BK 0970PG 1049

leased premises. Lessor warrants specifically only such title to the coalseam gas as it may have, if any. Lessee's sole and exclusive remedy for Lessor's partial or total failure of title shall be for any monies, royalties or other things of value received by Lessor for or on account of such coalseam gas, the title to which shall have failed and Lessor shall promptly repay to Lessee such monies, royalties or other things of value promptly upon a final determination of title failure.

12. Lessee covenants and agrees to indemnify, defend and hold Lessor harmless from and against any and all losses, claims, liabilities, damages, expenses and costs, including attorney's fees, arising from personal injury, including death, or property damages to any person occurring, directly or indirectly, as a result of operations and activities conducted pursuant to this lease.

13. All expressed or implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules or regulations, including restrictions on the drilling and production of wells and the price of oil, gas and other substances covered hereby, and this lease shall not be terminated in whole or in part, nor shall Lessee be held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

14. The consideration paid for this lease and/or any rentals and/or royalties or shut-in royalties by Lessee hereunder is accepted by Lessor as full and adequate consideration for all rights, options and privileges herein granted, including the right of surrender at any time and from time to time.

15. Lessor hereby agrees that Lessee at its option may discharge any tax, mortgage or other lien bearing upon the mineral interest of Lessor with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. It is agreed that if Lessor owns an interest in said land less than the entire mineral rights and royalty related thereto, then the rentals, royalties and other mineral related payments to be paid Lessor shall be paid proportionately. If the true

acreage of the leased premises shall be found to be less than the number of acres above recited, the rental and royalty hereunder shall be reduced proportionately, and Lessor hereby releases Lessee from payment of rental or royalty upon any acreage in excess of the true acreage of the leased premises. In the event Lessee is made aware of any claim or controversy inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder without liability for interest thereon until the final determination of such claim or controversy, and then to distribute the same among those lawfully entitled thereto.

16. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to commence actions to remedy the breach or default within such period. In the event the matter is litigated and there is a final determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to remedy said breach or default.

17. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the leased premises, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, and all other pertinent terms and conditions of the offer. Lessee for a period of fifteen days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and

including the last day of the primary term or any extension thereof of this lease shall be subject to the terms hereof. If Lessee exercises its option to purchase, Lessee shall so notify Lessor in writing by mail or telegram prior to the expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease; such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

18. Lessee covenants that its operations shall be conducted in full compliance with the related regulations established by the appropriate federal, state or local office or any other authority having jurisdiction in such matters.

19. This lease and all of the conditions, covenants and terms thereof shall extend to and bind the successors and assigns of Lessor and Lessee. The rights of either party to this lease may be assigned in whole or in part and the provisions of this lease shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns. It is provided that no change of ownership in the premises or in the rentals or royalties, or of the right to receive payments hereunder, shall be binding on Lessee until thirty (30) days after Lessee has been furnished with evidence satisfactory to Lessee of such change of ownership or right to receive payments.

20. If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all rentals, royalties and payments provided for hereunder shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by such separate owner bears to the entire leased acreage.

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21. Any coal mining lease or other mineral lease, whether it be for surface mining or underground operations, executed subsequent to this lease shall be expressly subject to the rights of the Lessee under the terms and conditions of this lease.

22. Lessee shall have the right at any time, and from time to time before and after expiration of this lease to remove all pipelines, machinery, fixtures, equipment and other property placed by it on the leased premises, including the right to draw and remove casing.

23. All notices and/or payments necessary to be given under the terms of this lease shall be directed as follows:

Lessor: Linda K. Patton

~~319 Floyd Ave. Apt 12~~ P.O. Box 87 *PK*

~~Richlands, VA 24641~~ Jewell Ridge VA 24622

Lessee: CNX GAS COMPANY LLC
P. O. Box 947
Bluefield, VA 24605

or to such other address as each party hereto may designate by written notice to the other party, and, except as herein otherwise provided, the deposit in the mail or any letter so addressed with postage prepaid shall, for the purpose of this lease be notice to the addressees of the contents of such letter.

24. The rights of either party to this lease may be assigned in whole or in part and the provisions of this lease shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns. No change or division in the ownership of the minerals or royalties shall operate to enlarge the obligations or diminish the rights of Lessee until thirty (30) days after Lessee shall have received a certified copy of the recorded instrument or instruments evidencing such

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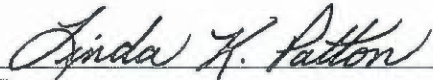
change or division.

25. Lessor hereby gives its consent to Lessee to stimulate all formations and/or coal seams in all wells, including without limitation coalbed methane wells, that are permitted, drilled and/or operated by Lessee its agents or assigns as such consent may be required by 45.1-361.29F., Code of Virginia or as the Code of Virginia may be subsequently amended or revised with respect to any consent to stimulate any coal seams and/or other formations.

26. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein. This contract shall be binding upon each of the parties who shall execute the same, regardless of whether or not all of the parties named as Lessor shall execute it.

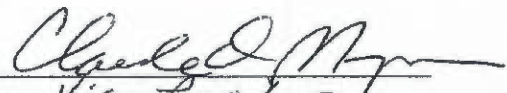
By execution hereof Lessor and Lessee acknowledge receipt of a copy of this lease.

IN WITNESS WHEREOF, this lease is entered into this the day and year first above written.


Lessor

Lessor

CNX GAS COMPANY LLC

By: 
Its: Vice-President

STATE OF VIRGINIA
COUNTY OF TAZEWELL

The foregoing instrument was acknowledged before me this 9th day of MAY,
20 06, by LINDA K. PATTON

My commission expires: JAN 31, 2008

[SEAL]

Charles D. Keen
NOTARY PUBLIC

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____

My commission expires: _____

INSTRUMENT #060002255
RECORDED IN THE CLERK'S OFFICE OF
TAZEWELL COUNTY ON
MAY 16, 2006 AT 04:26PM
JAMES E. BLEVINS, CLERK

[SEAL]

NOTARY PUBLIC Courtney McDonald
RECORDED BY: J.E.

STATE OF Virginia
COUNTY OF Tazewell

The foregoing instrument was acknowledged before me this 15th day of May,
2006, by Claude D. Morgan, a Vice President, on behalf of

CNX Gas Company LLC.

My commission expires: 12/31/08

[SEAL]

Carrie Adkens
NOTARY PUBLIC

Ex. 3



2253

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401938-001

CNX - 1
2001less-
1/03

OIL, GAS AND COALSEAM GAS LEASE

THIS AGREEMENT is entered into this 9th day of MAY, 2006, between

Howard T. Patton

P. O. Box 852

Richlands, VA 24641

(hereinafter sometimes referred to as Lessor), and CNX GAS COMPANY LLC, a Virginia Limited Liability Company, (hereinafter sometimes referred to as Lessee).

WITNESSETH:

1. For and in consideration of One dollar (\$1.00) and other valuable consideration in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, Lessor grants, leases and lets exclusively unto Lessee any and all rights it has to all of the oil and gas, including, but not limited to, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded natural gas in any formation or other naturally occurring gases contained in or associated with any coalseam and all zones in communication therewith, and all associated natural gas and other associated hydrocarbons contained therein and all gas originating or produced from coalseam to coalseam, underlying the lands hereinafter described, together with any and all rights necessary or convenient to develop, produce, market and sell said oil and gas including, but not limited to, the exclusive

Exhibit 3

Document prepared by CNX Gas Company LLC

047A 0009

rights of exploring, drilling, producing, gathering, transporting, storing, and selling the oil and gas, the rights to construct and maintain all pipelines, tanks, structures, and utility lines that Lessee may deem necessary and convenient for the production and/or transportation of oil or gas from this and other lands held by Lessee, or any of its affiliates, to inject under pressure air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of the land. The leased lands are located in Tazewell, County Virginia, and are described as follows:

All Those Certain Tracts of Land Recorded and Described in Deed Book 166 Page 30.

and containing 30.28 acres, more or less (hereinafter referred to as leased premises); in addition to the above-described land, any and all strings or parcels of land adjoining or contiguous to the above-described land and owned, leased or claimed by Lessor are hereby leased to Lessee. As to all of the leased premises, Lessor waives and releases all benefits under the homestead exemption laws.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years from this date (hereinafter called the "primary term"), and as long thereafter as long as oil or gas is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas. Drilling operations for oil or gas shall be deemed to be commenced when the first material is placed on the land or when the first work, other than surveying or staking the location, is done thereon which is necessary

for such operations. Drilling operations shall be considered to be "continuously prosecuted" if not more than 180 days shall lapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If Lessee has completed a well on the leased premises or lands pooled or unitized therewith within 180 days prior to the end of the primary term, Lessee shall have 180 days after the date of such completion within which to commence additional operations in order to maintain its rights. If Lessee has not completed a well on the leased premises or lands pooled or unitized therewith within 180 days of the end of the primary term, then Lessee, in order to maintain its rights, must commence operations for the drilling of a well on the leased premises on or before the end of the primary term.

3. The royalties to be paid Lessor are:

(a) On gas, 12.5% of the value of gas produced from the leased premises and sold on or off the leased premises, or used off the leased premises, less a proportionate part of the costs incurred by Lessee in heating, sweetening, gathering, transporting, dehydrating, compressing, exacting, processing, manufacturing or any other post-production costs incurred by Lessee in making such gas or other substance merchantable, and where gas from the leased premises is processed in a plant for the purpose of extracting products therefrom, Lessee shall pay Lessor 12.5% of the value of the products so extracted and 12.5% of the value of the residue coalseam gas remaining after extraction of said products. Lessor shall pay a proportionate part of all excise, depletion, privilege and production tax that is now or hereafter levied, or assessed or charged on gas produced from the land.

(b) On oil, 12.5% of the value of oil produced from the leased premises and sold on or off the leased premises, or used off the leased premises, less a proportionate part of the costs incurred by Lessee in gathering, transporting, exacting, processing, manufacturing or any other

post-production costs incurred by Lessee in making such oil or other substance merchantable. Lessor shall pay a proportionate part of all excise, depletion, privilege and production tax that is now or hereafter levied, or assessed or charged on gas produced from the land.

(c) If a well capable of producing oil or gas located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut-in and no oil or gas therefrom is sold or used off the premises, such shut-in well shall be deemed to be a well on the leased premises producing oil or gas but Lessee shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor within one hundred eighty (180) days after the first anniversary date on which said well is shut-in and thereafter on or before each anniversary date during the period in which such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of Lessor in acreage embraced in this lease as of the end of such annual period, or, at its option, Lessee shall pay to Lessor the sum of \$50.00 per shut-in well; provided that, if oil or gas from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, Lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Royalty ownership as of the lease day of each such annual period as shown by Lessee's records shall govern the determination of the party or parties entitled to receive such payment. If Lessee chooses to pay shut-in royalties on a per well basis, and when such payment is made, it will be considered that oil or gas is being produced from the entire lease.

(d) Lessor specifically recognizes herein the right and necessity of a coal operator to vent coalseam gas into the atmosphere as a waste product for the protection and efficiency of its mining operations and to plug and mine through oil or gas well(s) in the course of such operations. Lessee shall have no obligation to recover any coalseam gas as will be vented by a coal operator or lessee and Lessee shall have no liability or obligation to Lessor for royalties on such coalseam gas, nor shall royalties be due on any coalseam gas which may be vented by third parties or on such coalseam gas as may be vented during repairs to wells, prior to connection of any wells to gathering and/or transmission lines or as may be necessitated by any underground coal mining activities carried on by coal mining lessees or assigns.

(e) Lessee shall have free use of oil, gas and water produced from the leased premises for producing operations pursuant to the terms of this lease and the royalties on all oil and gas shall be computed after deducting any so used.

(f) At the conclusion of the term of this lease and any extension or renewal of this lease but not during any such time, Lessee covenants and agrees to pay Lessor as payment in full for the storage of gas in lieu of all delay or royalty due or to become due for the right to produce or for the production of gas in any area where gas may be stored as provided in this lease, when no wells on the leased premises are utilized for the storage of gas, an annual storage rental of FIVE & NO/100 Dollars (\$5.00) per acre per year, payable annually in advance, beginning at the next payment date after gas shall have been stored under the terms of this lease and continuing until the leased premises shall no longer be used for storage purposes, or until wells on the land are utilized for the storage of gas, in which event Lessee shall cease paying storage rental to Lessor and pay in lieu thereof, an annual storage well rental or royalty of FIFTY & NO/100 Dollars (\$50.00), per well annually in advance as long as such well shall be so utilized subject to the right of surrender

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provided for in this lease. Any storage rental paid for time beyond the date of such utilization of a well yielding storage well rental or royalty shall be credited upon the first storage well rental or royalty due upon the same.

4. Lessee agrees to pay Lessor as rental during the primary term of this Lease for the leased premises in lieu of development, drilling or production operations a rental in the amount of FIVE & NO/100 Dollars (\$5.00) per acre per year for the period of the primary term of this Lease. It is agreed Lessee may drill or not drill on the land, as it may elect, and the consideration and rentals paid and to be paid constitute adequate compensation for such privilege. Said total rental for the primary term of this Lease shall be paid at the time this Lease is executed. Lessee does and shall have the right to recoup the total rental amount paid during the term of this Lease from royalty payments due under Paragraph 3 herein by deducting the amount of rental payment from royalties due. If operations for drilling are not commenced on the leased premises on or before ten years from the date hereof, the lease shall terminate as to both parties unless on or before such anniversary date Lessee shall pay to Lessor the sum of \$5.00 per acre, which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each. Such payment may be made by the check or money order of Lessee mailed or delivered to Lessor on or before such date. Lessee may at any time execute and deliver to Lessor or record a release or releases covering any portion or portions of the leased premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. Lessee shall have reasonable and convenient easements for pipelines, pole lines,

roadways and other facilities through and over the portions of the premises surrendered for the purpose of continuing operations on the portions of the leased premises retained, or on other lands held by Lessee, or any of its affiliates.

5. If during the primary term and after the discovery of oil and/or gas, the production therefrom should cease for any cause, this lease shall not terminate if Lessee commences additional drilling or re-working operations within one hundred eighty (180) days thereafter, or within said 180 day period pays Lessor the rental provided for in Paragraph 4 hereof. However, if Lessee has previously paid a rental for the year in which said 180 day period terminates (or if said 180 day period should terminate during the first year of the lease) then no rental payments shall be necessary in order to maintain Lessee's rights until the next ensuing rental date or the end of the primary term, as the case may be.

If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above-described land but Lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after the expiration of the primary term of this lease, production from the above-described land should cease, this lease shall not terminate if Lessee is then prosecuting drilling operations, or within 180 days after each such cessation of production, commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom then as long thereafter as oil or gas is produced from the above-described land.

6. If at any time while this lease is in force and effect Lessee in its opinion deems it advisable and expedient, in order to form a drilling unit or units to conform to regular or special spacing rules

issued by any state or federal authority having control of such matters, to conform to conditions imposed upon the issuance of drilling permits, or promote the conservation of oil or gas, Lessee shall have the right, at its option, to pool or combine the leased premises or any portion thereof, with other land, lease or leases in the immediate vicinity thereof, whether such land, lease or leases are held by Lessee or by others. In lieu of the royalties elsewhere herein specified, Lessor shall receive, on the production from any unit so pooled, only such proportion of the royalties stipulated herein as the amount of its acreage (mineral rights) placed in the unit bears to the total acreage so pooled in the particular unit involved.

Notwithstanding anything to the contrary in this lease, the commencement of operations for the drilling of a well on any such drilling unit shall have the same force and effect in all respects as the commencement of operations for the drilling of a well on the premises leased hereby; and drilling or reworking operations conducted on any such drilling unit or production of oil or gas anywhere from such drilling unit shall have the same force and effect as drilling or reworking operations conducted on or production obtained from the premises as to the continuance and/or extension of the term of this lease.

7. This lease may be maintained in force after the expiration of the primary term as to any portion of the leased premises not contained in a statutory drilling unit by: (1) Lessee's tender of an acreage rental payment to Lessor on the non-unitized portion. The per-acre amount of the acreage rental payment due upon the non-unitized portion of the lease shall be equal to the per-acre delay rental payments provided for in Paragraph 4 and shall be payable annually; (2) production from, or operations conducted on, a non-unitized portion of the leased premises, (3) production from, or operations conducted on, a second drilling unit containing a portion of the leased premises not contained in another statutory drilling unit; or, (4) as permitted by any statutory provision.

8. If any operation permitted or required hereunder, or the performance by Lessee of any covenant, agreement or requirement hereof is delayed or interrupted directly or indirectly by any past or future acts, orders, regulations or requirements of the Government of the United States or any state or other governmental body, or any agency, officer, representative or authority of any of them, including but not limited to the regulation of the Division of Mines, Minerals and Energy, or because of delay or inability to get materials, labor, equipment, access or easement, or supplies, war, armed hostilities, lack of market, failure of purchasers or carriers to take or transport such production, act of God, strike, civil disturbance, fire, explosion, flood, or any other cause reasonably beyond the control of Lessee, the period of such delay or interruption shall not be counted against the Lessee, and the primary term of this lease shall automatically be extended after the expiration of the primary term set forth in Paragraph 2, so long as the cause or causes of such delays or interruptions continue for a period of two (2) months thereafter; and such extended term shall constitute and shall be considered for the purposes of this lease as a part of the primary term hereof. The provisions of Paragraph 4 relating to the payment of delay rentals shall in all things be applicable to the primary term as extended hereby just as if such extended term were a part of the original primary term fixed in Paragraph 2. The Lessee shall not be liable to Lessor in damages for failure to perform any operation permitted, or required hereunder or to comply with any covenant, agreement or requirement hereof during the time Lessee is relieved from the obligation to comply with such covenants, agreements or requirements, except for the payment of rentals provided in Paragraph 4.

9. In the event Lessee's rights hereunder shall terminate or be forfeited for any cause other than as a result of a final non-appealable decision of a court, Lessee shall be entitled to designate and retain the following acreage around each well producing, being worked on, or drilling:

(a) If drilling or producing units have not been established for the field in which such acreage is located by order of any state or federal authority, Lessee shall have the right to designate and retain 80.0 acres around each oil well producing, being worked on, or drilling for oil, and 640.0 acres around each gas well producing, being worked on or drilling for gas, each such tract to be in as nearly the form of a square as possible with the well in as near the center thereof as practicable.

(b) If drilling or producing units have been established by order of any state or federal authority, Lessee shall be entitled to retain around each well so much of the leased premises as is included under such order in the unit on which such well is located.

Lessee's rights as to each tract retained in accordance with (a) and (b) above shall be maintained as long as one hundred eighty (180) consecutive days do not elapse without either production being obtained from such tract or operations being conducted thereon or as long as shut in payments are being made pursuant to Paragraph 3(b).

10. Lessor specifically recognizes that any use Lessee or its assigns may make of the coalseam gas herein leased may require large capital expenditures, which because of the low heating content of coalseam gas, may at any time make uneconomical the recovery and use of the coalseam gas. Therefore, nothing herein contained shall be deemed, construed or interpreted as impairing or impeding in any manner Lessee's or its assigns right to vent coalseam gas through VVHs or HVHs or in any other manner Lessee or its assigns may now or hereafter deem expedient or necessary, without obligation whatsoever under this lease. Nothing herein shall be deemed, construed or interpreted as creating any covenant, agreement or obligation on Lessee or its assigns to commence or continue any recovery production or use of coalseam gas.

11. Lessor generally warrants and agrees to defend the title to the oil and gas underlying the

leased premises. Lessor warrants specifically only such title to the coalseam gas as it may have, if any. Lessee's sole and exclusive remedy for Lessor's partial or total failure of title shall be for any monies, royalties or other things of value received by Lessor for or on account of such coalseam gas, the title to which shall have failed and Lessor shall promptly repay to Lessee such monies, royalties or other things of value promptly upon a final determination of title failure.

12. Lessee covenants and agrees to indemnify, defend and hold Lessor harmless from and against any and all losses, claims, liabilities, damages, expenses and costs, including attorney's fees, arising from personal injury, including death, or property damages to any person occurring, directly or indirectly, as a result of operations and activities conducted pursuant to this lease.

13. All expressed or implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules or regulations, including restrictions on the drilling and production of wells and the price of oil, gas and other substances covered hereby, and this lease shall not be terminated in whole or in part, nor shall Lessee be held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

14. The consideration paid for this lease and/or any rentals and/or royalties or shut-in royalties by Lessee hereunder is accepted by Lessor as full and adequate consideration for all rights, options and privileges herein granted, including the right of surrender at any time and from time to time.

15. Lessor hereby agrees that Lessee at its option may discharge any tax, mortgage or other lien bearing upon the mineral interest of Lessor with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. It is agreed that if Lessor owns an interest in said land less than the entire mineral rights and royalty related thereto, then the rentals, royalties and other mineral related payments to be paid Lessor shall be paid proportionately. If the true

acreage of the leased premises shall be found to be less than the number of acres above recited, the rental and royalty hereunder shall be reduced proportionately, and Lessor hereby releases Lessee from payment of rental or royalty upon any acreage in excess of the true acreage of the leased premises. In the event Lessee is made aware of any claim or controversy inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder without liability for interest thereon until the final determination of such claim or controversy, and then to distribute the same among those lawfully entitled thereto.

16. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to commence actions to remedy the breach or default within such period. In the event the matter is litigated and there is a final determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to remedy said breach or default.

17. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the leased premises, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, and all other pertinent terms and conditions of the offer. Lessee for a period of fifteen days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and

including the last day of the primary term or any extension thereof of this lease shall be subject to the terms hereof. If Lessee exercises its option to purchase, Lessee shall so notify Lessor in writing by mail or telegram prior to the expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease; such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

18. Lessee covenants that its operations shall be conducted in full compliance with the related regulations established by the appropriate federal, state or local office or any other authority having jurisdiction in such matters.

19. This lease and all of the conditions, covenants and terms thereof shall extend to and bind the successors and assigns of Lessor and Lessee. The rights of either party to this lease may be assigned in whole or in part and the provisions of this lease shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns. It is provided that no change of ownership in the premises or in the rentals or royalties, or of the right to receive payments hereunder, shall be binding on Lessee until thirty (30) days after Lessee has been furnished with evidence satisfactory to Lessee of such change of ownership or right to receive payments.

20. If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all rentals, royalties and payments provided for hereunder shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by such separate owner bears to the entire leased acreage.

21. Any coal mining lease or other mineral lease, whether it be for surface mining or underground operations, executed subsequent to this lease shall be expressly subject to the rights of the Lessee under the terms and conditions of this lease.

22. Lessee shall have the right at any time, and from time to time before and after expiration of this lease to remove all pipelines, machinery, fixtures, equipment and other property placed by it on the leased premises, including the right to draw and remove casing.

23. All notices and/or payments necessary to be given under the terms of this lease shall be directed as follows:

Lessor: Howard T. Patton

309 Tazewell Ave. P.O. Box 852

Richlands, VA 24641

[Handwritten Signature]
CAK

Lessee: CNX GAS COMPANY LLC
P. O. Box 947
Bluefield, VA 24605

or to such other address as each party hereto may designate by written notice to the other party, and, except as herein otherwise provided, the deposit in the mail or any letter so addressed with postage prepaid shall, for the purpose of this lease be notice to the addressees of the contents of such letter.

24. The rights of either party to this lease may be assigned in whole or in part and the provisions of this lease shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns. No change or division in the ownership of the minerals or royalties shall operate to enlarge the obligations or diminish the rights of Lessee until thirty (30) days after Lessee shall have received a certified copy of the recorded instrument or instruments evidencing such

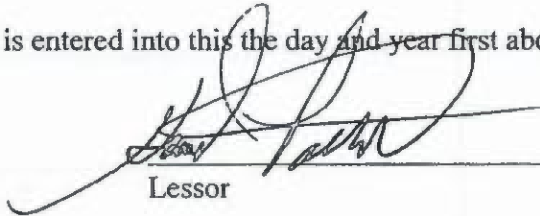
change or division.

25. Lessor hereby gives its consent to Lessee to stimulate all formations and/or coal seams in all wells, including without limitation coalbed methane wells, that are permitted, drilled and/or operated by Lessee its agents or assigns as such consent may be required by 45.1-361.29F., Code of Virginia or as the Code of Virginia may be subsequently amended or revised with respect to any consent to stimulate any coal seams and/or other formations.

26. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein. This contract shall be binding upon each of the parties who shall execute the same, regardless of whether or not all of the parties named as Lessor shall execute it.

By execution hereof Lessor and Lessee acknowledge receipt of a copy of this lease.

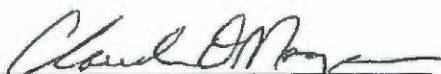
IN WITNESS WHEREOF, this lease is entered into this the day and year first above written.



Lessor

Lessor

CNX GAS COMPANY LLC

By: 
Its: Vice President

STATE OF VIRGINIA
COUNTY OF TAZEWELL

The foregoing instrument was acknowledged before me this 9th day of MAY,
2006, by HOWARD T. PATTON

My commission expires: JAN 31, 2008

[SEAL]

Charles D. Kaen
NOTARY PUBLIC

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____

My commission expires: _____

INSTRUMENT #060002250
RECORDED IN THE CLERK'S OFFICE OF
TAZEWELL COUNTY ON
MAY 16, 2006 AT 04:18PM
JAMES E. BLEVINS, CLERK
Dorethy J. McDonald
RECORDED BY: DJM

[SEAL]

NOTARY PUBLIC

STATE OF Virginia
COUNTY OF Tazewell

The foregoing instrument was acknowledged before me this 15th day of May,
2006, by Claude D. Morgan, a Vice President, on behalf of

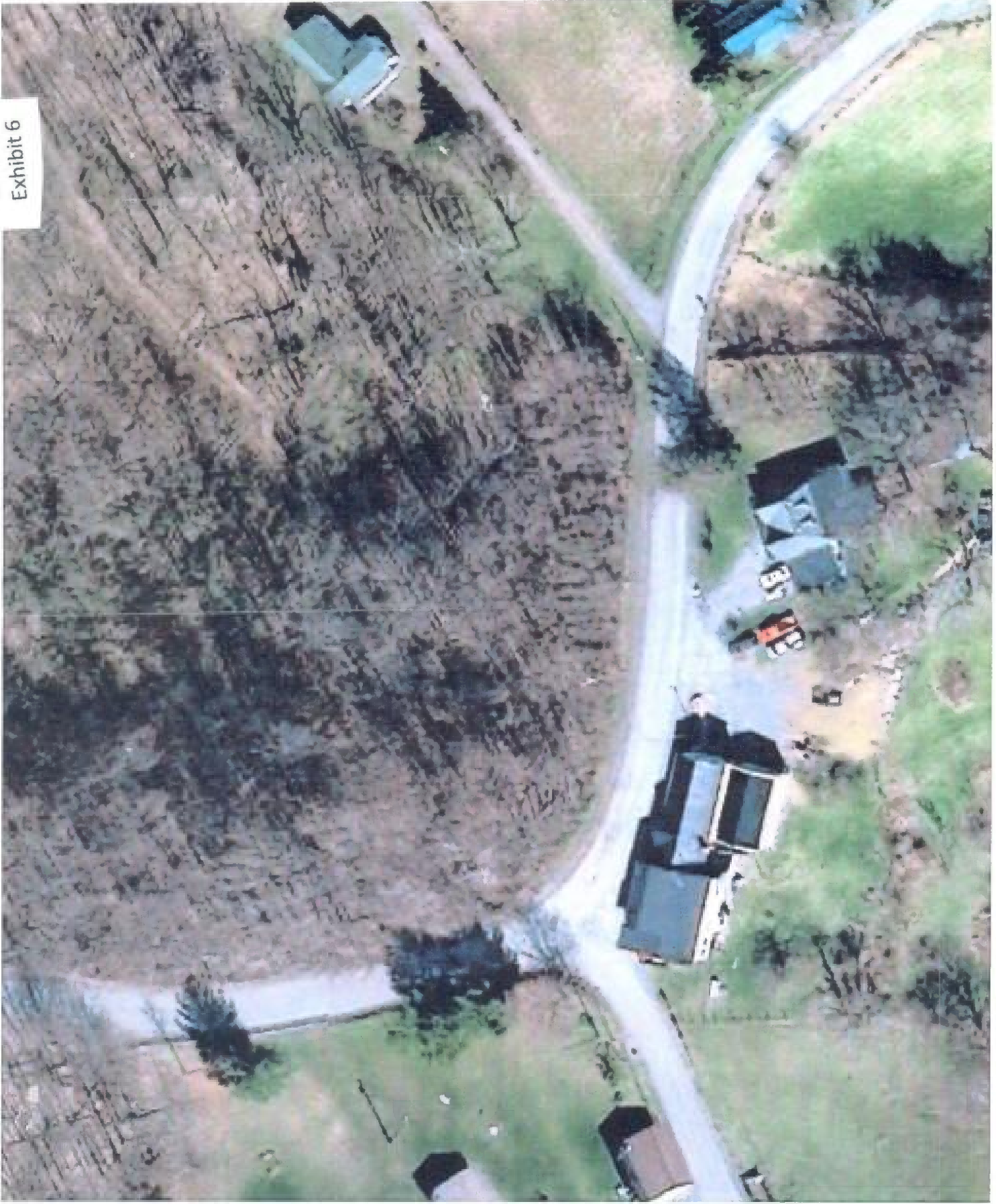
CNX Gas Company LLC.

My commission expires: 12/31/08

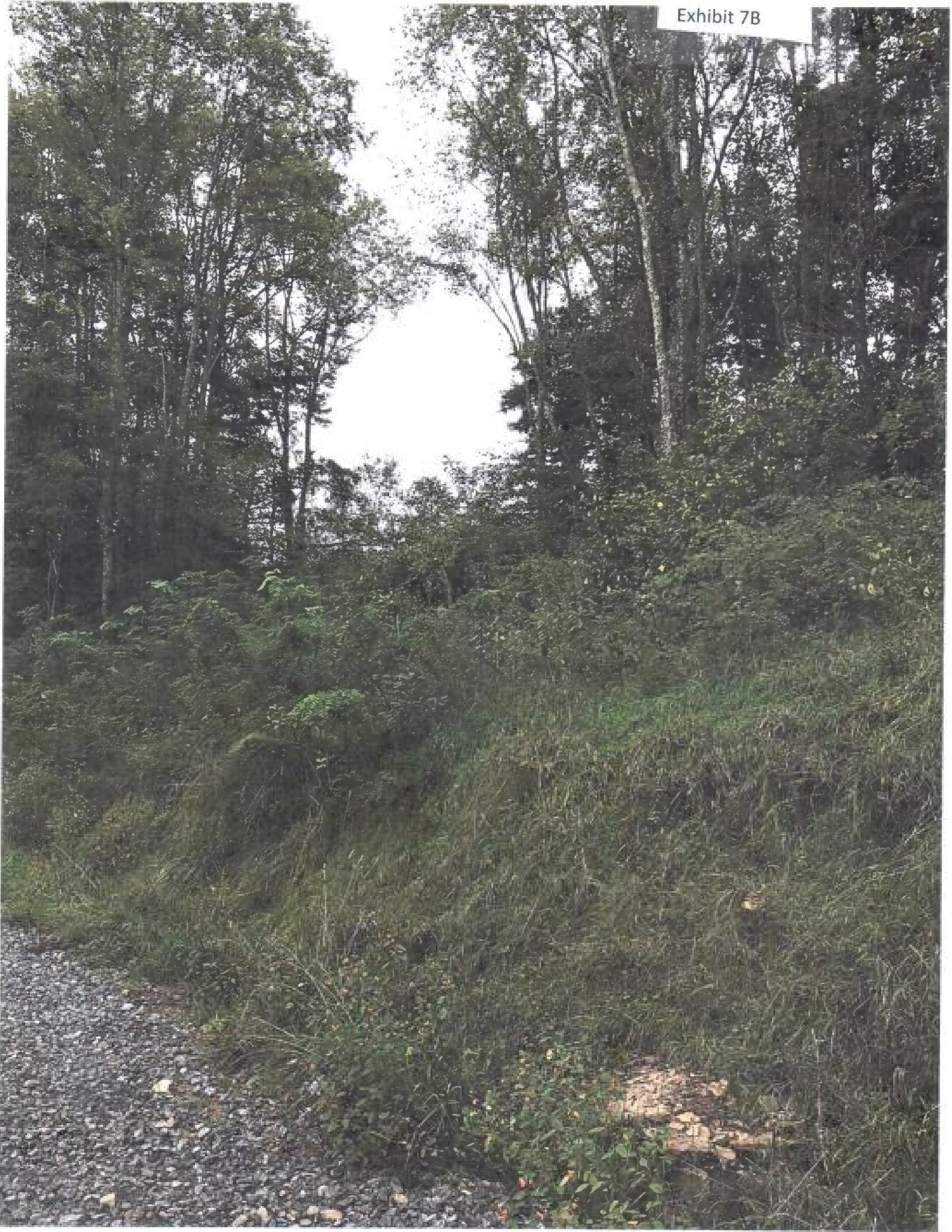
[SEAL]

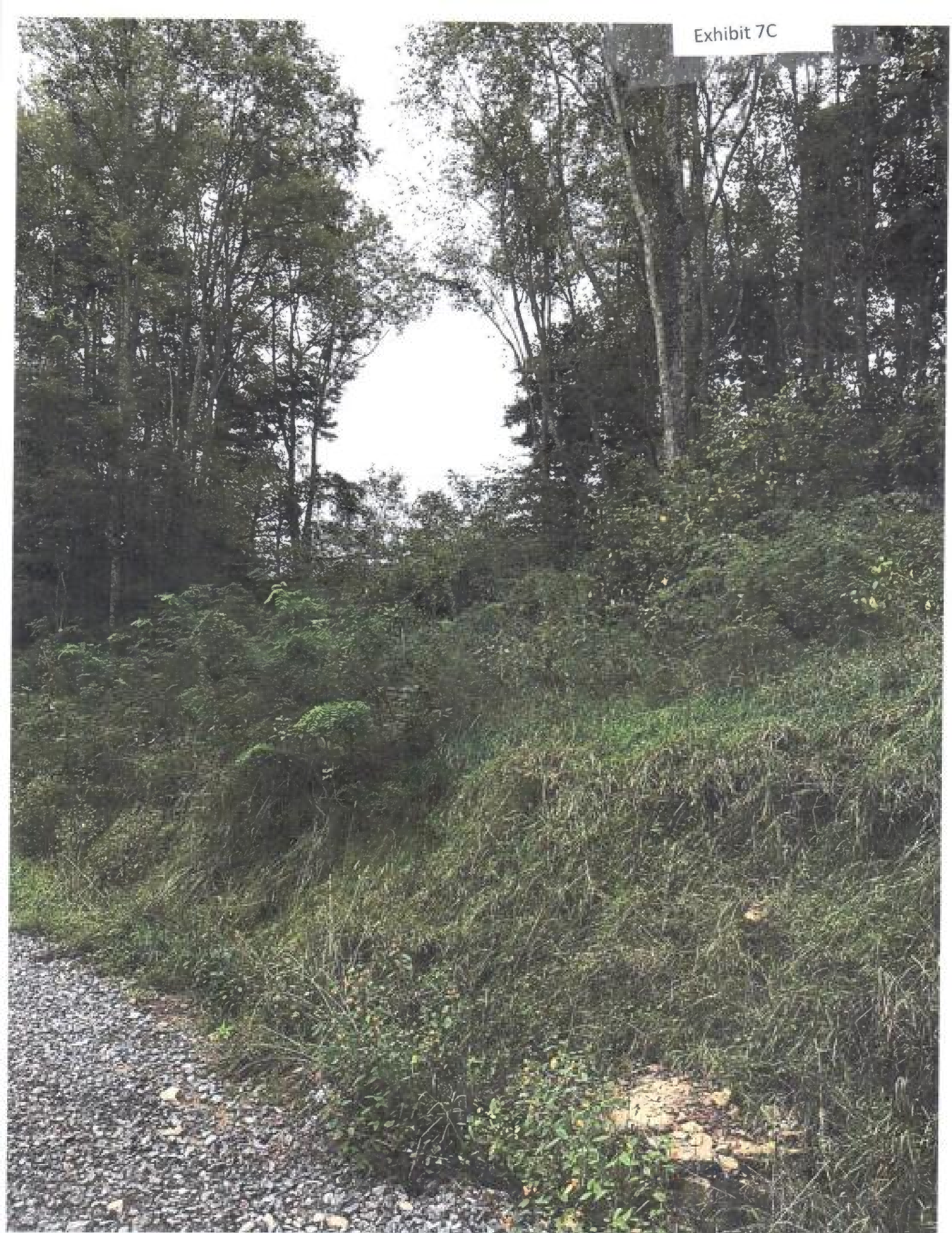
Carrie Adkins
NOTARY PUBLIC

Exhibit 6



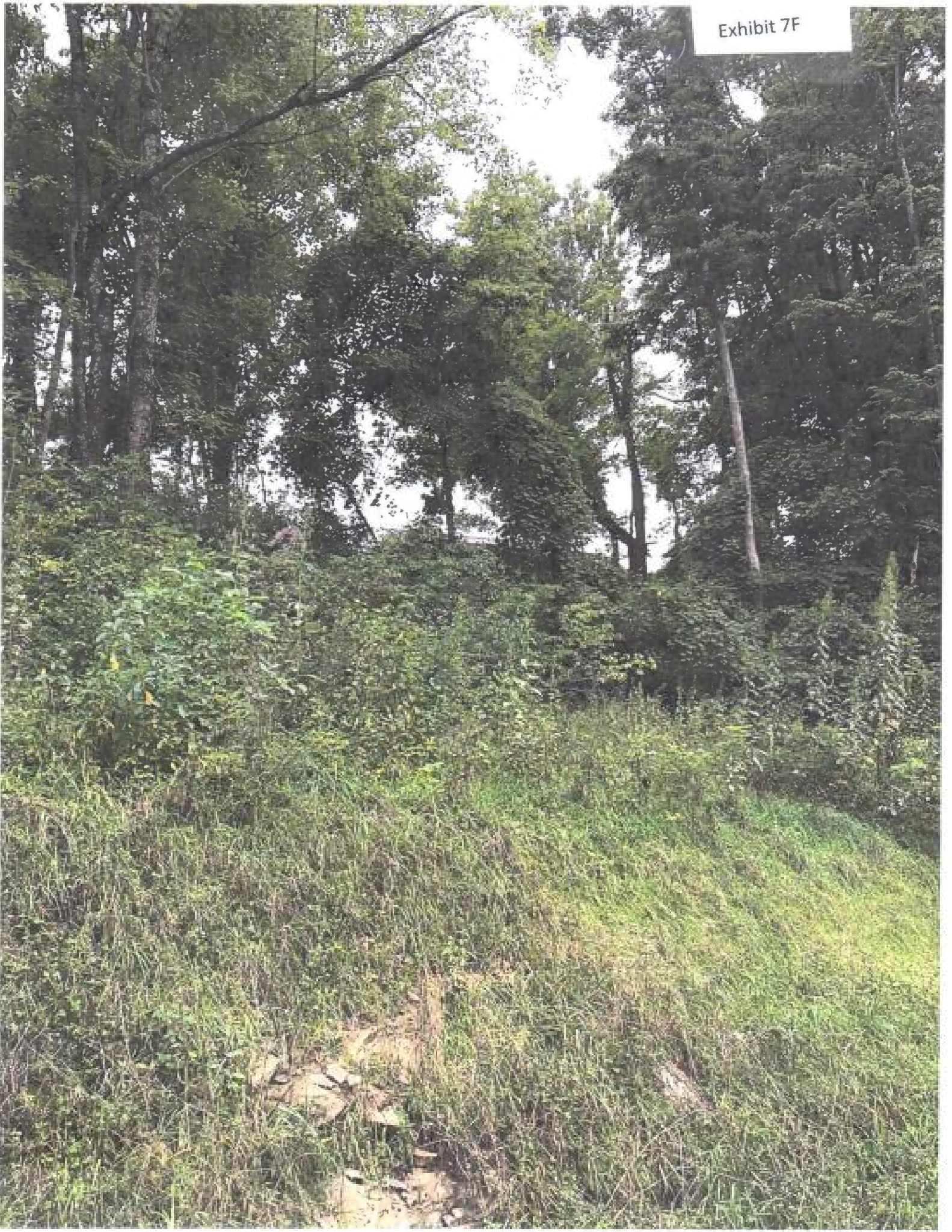


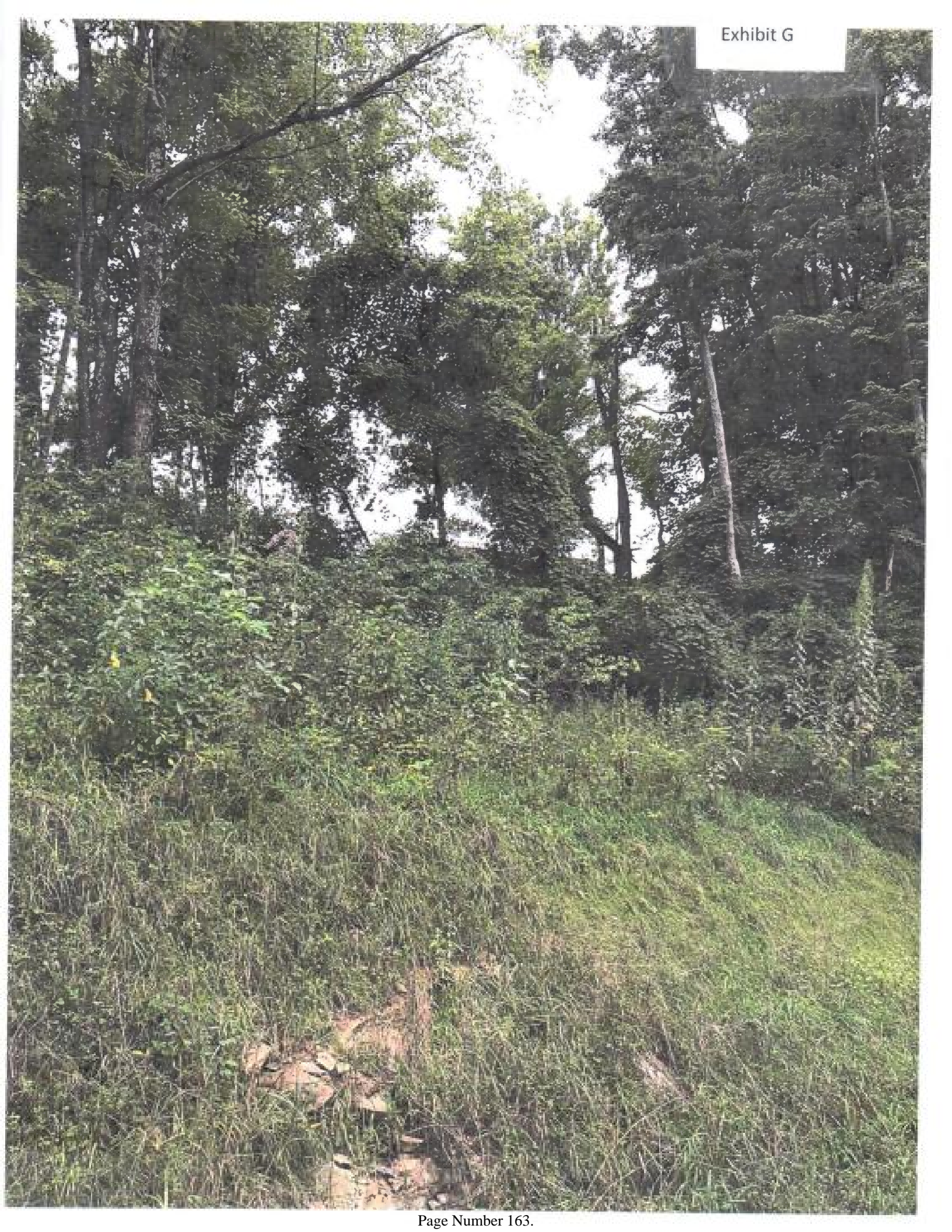




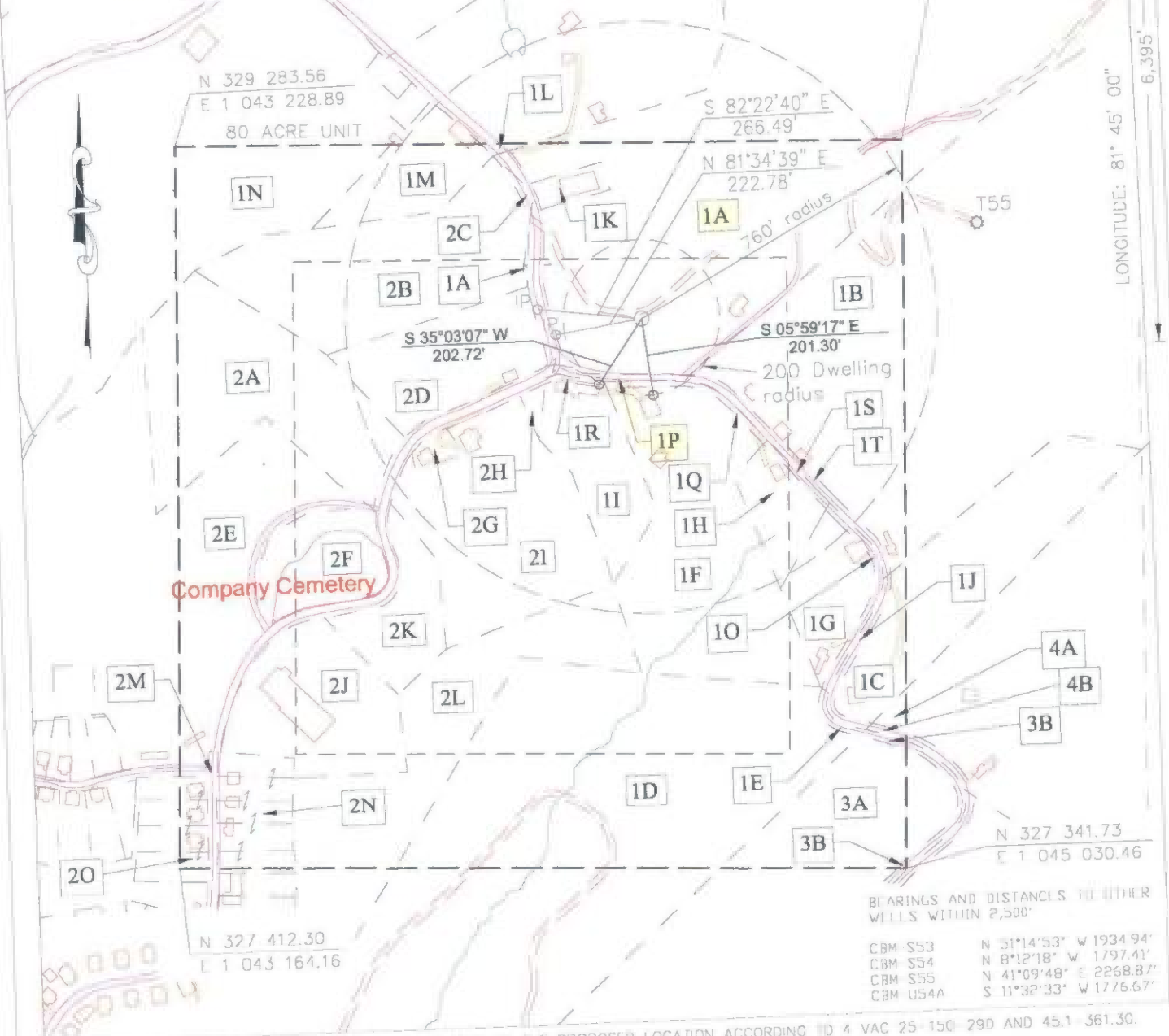








PROPERTY LINES SHOWN ON THIS PLAT WERE PROVIDED BY CNX GAS LLC AND WERE TAKEN FROM DEED DESCRIPTIONS AND CHAIN OF TITLE OF RECORD IT DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY. THE CERTIFICATION HEREON CERTIFIES THE LOCATION OF THE PROPOSED WELL ONLY.



BEARINGS AND DISTANCES TO OTHER WELLS WITHIN 2,500'

CBM S53	N 31°14'53" W 1934.94'
CBM S54	N 8°12'18" W 1797.41'
CBM S55	N 41°09'48" E 2268.87'
CBM U54A	S 11°32'33" W 1776.67'

THE ACTUAL WELL LOCATION WILL BE WITHIN 10 FEET OF THE PROPOSED LOCATION ACCORDING TO 4 VAC 25-150-29D AND 45.1-361.30.

WELL LOCATION PLAT

Company CNX Gas Company LLC Well Name or Number CBM-154

Tract No. Pocahontas Resource LLC, Tr. C (1) (669.12 Acre Tract) Scale: 1" = 400'

County TAZEWELL District MAIDEN SPRINGS Date _____

Elevation 2953.12 Well Elevation Determined By Levels From C&G Inc. Benchmarks

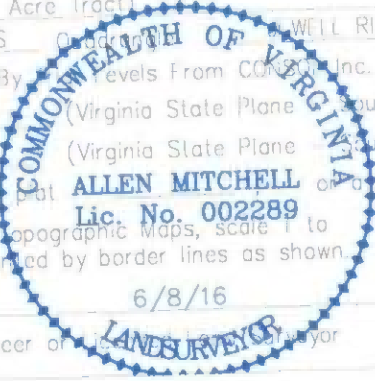
Well Coordinates N 328,787.54 E 1,044,405.89 (Virginia State Plane South Zone - NAD' 83)

Well Coordinates N 3,609,667.51 E 10,527,395.27 (Virginia State Plane South Zone - NAD' 83)

This plat is a new plat X ; an updated plat _____

Denotes the location of a well on United States topographic maps, scale 1 to 24,000, latitude and longitude lines being represented by border lines as shown

Form DCO-CO-7 Rev. 9/91 Licensed Professional Engineer or LANDSURVEYOR (Affix Seal)



CNX Gas Company LLC

Unit T 54

Tract Identifications

- 1A. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Linda Kay Patton, et al – Gas
Billy Charles Patton, et al – Surface and Oil
CNX Gas Company LLC – Oil, Gas and CBM Leased
Tax Map 47A Parcel 9
9.32 Acres 11.6500%
- 1B. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC - Oil, Gas and CBM Leased
CEE Consulting & Engineering, PLLC – Surface, Oil and Gas
CNX Gas Company LLC – Oil, Gas and CBM Leased
Tax Map 47A Parcel 24
5.80 Acres 7.2500%
- 1C. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Cynthia Anne Stinson – Surface, Oil and Gas
CNX Gas Company – Oil, Gas and CBM Leased
Tax Map 47A Parcel 25
0.90 Acres 1.1250%
- 1D. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Fee
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
Tax Map 47A Parcel 19
10.35 Acres 12.9375%
- 1E. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) –Minerals
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
Commonwealth of Virginia – Surface
Tax Map 47A Parcel 00
0.08 Acres 0.1000%

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CNX Gas Company LLC

Unit T 54

Tract Identifications

- 1F. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Clarence Farmer, Jr., et al – Surface, Oil and Gas
Tax Map 47A Parcel 21
5.91 Acres 7.3875%
- 1G. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Michael Edward Griffith – Surface, Oil and Gas
Tax Map 47A Parcel 22
1.38 Acres 1.7250%
- 1H. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Sandra Blankenship – Surface, Oil and Gas
Tax Map 47A Parcel 23
0.95 Acres 1.1875%
- 1I. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) - P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Millard Kermit Farmer, Jr. – Surface, Oil and Gas
Tax Map 47A Parcel 20
1.82 Acres 2.2750%
- 1J. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC –CBM Leased
Commonwealth of Virginia – Surface, Oil and Gas
Tax Map 47A Parcel 00
0.22 Acres 0.2750%
- 1K. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
Local Union 1760, United Mine Workers of America – Surface, Oil and Gas
Tax Map 47A Parcel 010
0.32 Acres 0.4000%

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CNX Gas Company LLC

Unit T 54

Tract Identifications

- 1L. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – CBM Leased
Grat V. Cole, et ux – Surface, Oil and Gas
CNX Gas Company LLC – Oil, Gas and CBM Leased
Tax Map 47A Parcel 08
0.05 Acres 0.0625%
- 1M. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC –CBM Leased
CNX Gas Company LLC – Oil and Gas
Unknown Surface Owner
Tax Map 47A Parcel 00
1.29 Acres 1.6125%
- 1N. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
CNX Gas Company LLC – Oil and Gas
Unknown Surface Owner
Tax Map 47A Parcel 05
2.66 Acres 3.3250%
- 1O. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) –P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC –CBM Leased
Commonwealth of Virginia – Surface, Oil and Gas
Tax Map 47A Parcel 22
0.25 Acres 0.3125%
- 1P. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
Commonwealth of Virginia (1/2) – Oil and Gas
Billy Charles Patton, et al or Commonwealth of Virginia (1/2) – Oil and Gas
Commonwealth of Virginia – Surface Owner
Tax Map 47A Parcel 00
0.65 Acres 0.8125%

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CNX Gas Company LLC

Unit T 54

Tract Identifications

- 1Q. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
CNX Gas Company LLC – Oil and Gas
Commonwealth of Virginia – Surface, Oil and Gas
Tax Map 47A Parcel 00
0.16 Acres 0.2000%
- 1R. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
Mozella R. Farmer or Commonwealth of Virginia – Oil and Gas
Commonwealth of Virginia – Surface
Tax Map 47A Parcel 05
0.05 Acres 0.0625%
- 1S. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – CBM Leased
Sandra Blankenship or Commonwealth of Virginia – Oil and Gas
Commonwealth of Virginia – Surface
Tax Map 47A Parcel 00
0.08 Acres 0.1000%
- 1T. Pocahontas Resources LLC, Tr. C (1) (699.12 Acre Tract) – Coal
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – P-3 Seam and 250' Above Leased
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seams Leased
Revelation Energy, LLC – Coal above the Red Ash Seam Leased
CNX Gas Company LLC – CBM Leased
Commonwealth of Virginia – Surface, Oil and Gas
Tax Map 47A Parcel 00
0.37 Acres 0.4625%
2. Pocahontas Resources LLC, Tract 3 (64.65 Acre Tract) – All Minerals
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – Coal in P-3 Seam
Jewell Smokeless Coal Corp. – Red Ash, Jawbone and Tiller Seam Leased
Revelation Energy, LLC – Coal Above the Red Ash Seam Leased
CNX Gas Company LLC - Oil, Gas and CBM Leased
Tax Map 47 Parcel 18A
34.81 Acres 43.5875%

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CNX Gas Company LLC

Unit T 54

Tract Identifications

- 2A. Unknown Surface Owner
- 2B. Unknown Surface Owner
- 2C. Unknown Surface Owner
- 2D. Unknown Surface Owner
- 2E. Unknown Surface Owner
- 2F. Unknown Surface Owner
- 2G. Unknown Surface Owner
- 2H. Unknown Surface Owner
- 2I. Unknown Surface Owner
- 2J. Unknown Surface Owner
- 2K. Unknown Surface Owner
- 2L. Unknown Surface Owner
- 2M. Unknown Surface Owner
- 2N. Unknown Surface Owner
- 2O. Unknown Surface Owner

- 3. Southern Region Industrial Realty, Inc. Tr.36 (60.30 Acre Tract) – All Coal Except P-3 Seam
Pardee Royalty LLC and Pardee Minerals LLC – Coal Owner’s Claim to CBM
Coronado IV LLC (CONSOL Buchanan Mining Company LLC)– Coal in P-3 Seam
White Wolf Energy, Inc - All Coal Leased except P-3, Raven, Tiller and Lower Seaboard Seams
Alpha Natural Resources, Inc. – Coal in Raven, Tiller and Lower Seaboard Seams Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC – CBM in P-3 Seam
Pardee Royalty LLC and Pardee Minerals LLC – Oil, Gas and CBM except CBM in P-3 Seam
CNX Gas Company LLC – CBM – Deemed Leased via JOA
Tax Map 47A Parcel 67
2.37 Acres 2.9625%

- 3A. Southern Region Industrial Realty, Inc. – Surface
Appalachian Forests A., LLC – Timber
- 3B. Commonwealth of Virginia – Surface

- 4A. Southern Region Industrial Realty, Inc. Tr. 41 (12.45 Acre Tract) – All Coal Except P-3 Seam
Pardee Royalty LLC and Pardee Minerals LLC – Coal Owner’s Claim to CBM
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – Coal in P-3 Seam
White Wolf Energy, Inc - All Coal Leased except P-3, Raven, Tiller and Lower Seaboard Seams
Alpha Natural Resources, Inc. – Coal in Raven, Tiller and Lower Seaboard Seams Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC – CBM in P-3 Seam
Cynthia Anne Stinson – Surface, Oil and Gas
CNX Gas Company – Oil, Gas and CBM Leased
Tax Map 47A Parcel 25
0.10 Acres 0.1250%

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CNX Gas Company LLC

Unit T 54

Tract Identifications

- 4B. Southern Region Industrial Realty, Inc. Tr. 41 (12.45 Acre Tract) – All Coal Except P-3 Seam
Pardee Royalty LLC and Pardee Minerals LLC – Coal Owner's Claim to CBM
Coronado IV LLC (CONSOL Buchanan Mining Company LLC) – Coal in P-3 Seam
White Wolf Energy, Inc - All Coal Leased except P-3, Raven, Tiller and Lower Seaboard Seams
Alpha Natural Resources, Inc. – Coal in Raven, Tiller and Lower Seaboard Seams Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC – CBM in P-3 Seam
Commonwealth of Virginia – Surface, Oil and Gas
Tax Map 47A Parcel 00
0.05 Acres 0.0625%

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