

### west virginia department of environmental protection

Office of Oil and Gas 601 57th Street SE Charleston, WV 25304 (304) 926-0450 (304) 926-0452 fax Earl Ray Tomblin, Governor Randy C. Huffman, Cabinet Secretary www.dep.wv.gov

December 09, 2015

# WELL WORK PERMIT Horizontal 6A Well

This permit, API Well Number: 47-5101867, issued to NOBLE ENERGY, INC., is evidence of permission granted to perform the specified well work at the location described on the attached pages and located on the attached plat, subject to the provisions of Chapter 22 of the West Virginia Code of 1931, as amended, and all rules and regulations promulgated thereunder, and to all conditions and provisions outlined in the pages attached hereto. Notification shall be given by the operator to the Oil and Gas Inspector at least 24 hours prior to the construction of roads, locations, and/or pits for any permitted work. In addition, the well operator shall notify the same inspector 24 hours before any actual well work is commenced and prior to running and cementing casing. Spills or emergency discharges must be promptly reported by the operator to 1-800-642-3074 and to the Oil and Gas inspector.

Please be advised that form WR-35, Well Operators Report of Well Work is to be submitted to this office within 90 days completion of permitted well work, as should form WR-34 Discharge Monitoring Report within 30 days of discharge of pits, if applicable. Failure to abide by all statutory and regulatory provisions governing all duties and operations hereunder may result in suspension or revocation of this permit and, in addition, may result in civil and/or criminal penalties being imposed upon the operators.

In addition to the applicable requirements of this permit, and the statutes and rules governing oil and gas activity in WV, this permit may contain specific conditions which must be followed. Permit conditions are attached to this cover letter.

Per 35CSR-4-5.2.g this permit will expire in two (2) years from the issue date unless permitted well work is commenced. If there are any questions, please feel free to contact me at (304) 926-0499 ext. 1654.

Chief

Operator's Well No: MND 20 AU

Farm Name: CONSOLIDATION COAL COMPA

API Well Number: 47-5101867

Permit Type: Horizontal 6A Well

Date Issued: 12/09/2015

Promoting a healthy environment.

API NO. 47051	61	867
OPERATOR WELL		
Well Pad Name:	MND	20

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS WELL WORK PERMIT APPLICATION

1) Well Operator: Noble Energ	ıy, Inc.	494501907	051-Mar	shall Franklin	Powhatan Point
•		Operator ID	County	District	Quadrangle
2) Operator's Well Number: MN	D 20 AU	Well Pa	ıd Name: _	MND 20	
3) Farm Name/Surface Owner: _	furray Energy (Consolidation Co	Public Ro	ad Access:	Taylors Ridge	Road
4) Elevation, current ground:	1079.23 E	levation, proposed	l post-const	ruction: 1058.	04
5) Well Type (a) Gas X Other	Oil	Und	derground S	Storage	
(b)If Gas Shal	low	Deep	Х		
Hori	zontal X				1)8/17/15
6) Existing Pad: Yes or No No				7	N 8/17/15
7) Proposed Target Formation(s) Point Pleasant 10662'-1078			and Expect	ted Pressure(s):	
8) Proposed Total Vertical Depth	ı: 10,742'				
9) Formation at Total Vertical De	epth: Point Ple	easant			w
10) Proposed Total Measured De	epth: 20,229'				
11) Proposed Horizontal Leg Le	ngth: 8,023'				
12) Approximate Fresh Water St	rata Depths:	445', 708', 805	;†		
13) Method to Determine Fresh	Water Depths:	Nearest offset w	ell		
14) Approximate Saltwater Dept	hs: na				
15) Approximate Coal Seam Dej	oths: 526'-536'				
16) Approximate Depth to Possi	ble Void (coal m	nine, karst, other):	None antic	cipated, drilling in	pillar - maps attache
17) Does Proposed well location directly overlying or adjacent to		ams Yes X		_ No	
(a) If Yes, provide Mine Info:	Name: McE	Iroy Mine			
	Depth: 526	-536'			
	Seam: Pitts	sburgh #8		Ţ	RECEIVED
	Owner: Con	solidation Coal	Company	Office	RECEIVED and Gas
					CEP 0 2 2015

WAY Department of Environess 1 of 3

WW-6B	
(04/15)	

API NO. 47-051 - 01867
OPERATOR WELL NO. MND 20 AU
Well Pad Name: MND 20

## 18)

# CASING AND TUBING PROGRAM

						DITEDVALS	CEMENT:
TYPE	Size (in)	New or Used	Grade	Weight per ft. (lb/ft)	FOOTAGE: For Drilling (ft)	INTERVALS: Left in Well (ft)	Fill-up (Cu. Ft.)/CTS
Conductor	30"	New	LS	94	40'	40'	Surface to TD
Fresh Water	20"	New	J-55	94	936'	936'	CTS
I Intermediate	13 3/8"	New	J-55	54.5	2154'	2154'	CTS
Intermediate	9 5/8"	New	P-110	47	9600'	9600'	стѕ
Production	5 1/2"	New	P-110	23.0	20,229'	20,229'	10% excess TOC=1000' above 9.625 shoe
Tubing	0 1/2	1404					
		<u> </u>					
Liners							1 - 1

JN 8/17/15

TYPE	Size (in)	Wellbore Diameter (in)	Wall Thickness (in)	Burst Pressure (psi)	Anticipated  Max. Internal  Pressure (psi)	Cement Type	Cement Yield (cu. ft./k)
Conductor	30"	36"	0.375			Type I	Surface to TD
Fresh Water	20"	24"	0.438	2110		Class A	30% excess Yield =1.18
Coal Intermedia	te13 3/8"	17.5"	0.380	2730		Class A	30% excess Yield =1.18
Intermediate	9 5/8"	12.375" / 12.25	0.472	9440		Class A	20% Excess to Surface
Production	5 1/2"	8.5"	0.415	16,510	13,000	Class H	10% excess Yield TOC =1000' above 9.625" shoe
Tubing							
Liners							

# **PACKERS**

Sizes:		
Depths Set:	HEDELV	=0_

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WW-6B	
(10/14)	

API NO. 47- 051	01867
OPERATOR WELL	
Well Pad Name:	MND 20

19) Describe proposed well work, including the drilling and plugging back of any pilot hole:

Drill the vertical depth to the Point Pleasant at an estimated total vertical depth of approximately 10,742 feet. Drill Horizontal leg - stimulate and produce the Point Pleasant Formation. Should we encounter formation issues, set the 20" into next competent formation but not deeper than elevation. Should we encounter a unanticipated void we will install a minimum of 20' of casing below the void but not more than 100' below the void, set a basket and grout to surface.

20) Describe fracturing/stimulating methods in detail, including anticipated max pressure and max rate:

The stimulation will be multiple stages divided over the lateral length of the well. Stage spacing is dependent upon engineering design. Slickwater fracturing technique will be utilized on each stage using sand, water, and chemicals. our maximum pressure is not to exceed 10,000 lbs.

- 21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres): 17.39
- 22) Area to be disturbed for well pad only, less access road (acres): 9.69

23) Describe centralizer placement for each casing string:

Conductor - No centralizers used. Fresh Water/Surface - Bow Spring centralizers every 3 joints to 100' from surface. 1st Intermediate - Bow Spring centralizers every 3 joints to 100' from surface. Intermediate - Bow Spring centralizers every 3 joints to 100' from surface. Production - Rigid Bow Spring every third joint form KOP to TOC. Rigid Every joint to KOP.

24) Describe all cement additives associated with each cement type:

See attached sheet - Conductor - Type I to Surface. Surface/ Fresh Water - 15.6 ppg Class A + 2% CaCl, 0.25# Lost Circ 30% Excess Yield = 1.18. 1st Intermediate - 15.6 ppg Class A +2% CaCl, 0.25# Lost Circ. 30% Excess Yield = 1.18.

Intermediate - 2 Stage Cement Job with 14.5ppg Class A lead + additives (antisettling, antifoam, fluid loss, retarder, salt, viscosifer) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss, retarder, salt, viscosifer) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss, retarder, salt, viscosifer) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss, retarder, salt, viscosifer) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss, retarder, salt, viscosifer) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss, retarder, salt, viscosifer) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss, retarder, salt, viscosifer) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss, retarder, salt, viscosifer) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss, retarder, salt, viscosifer) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss, retarder, salt, viscosifer) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss, retarder, salt, viscosifer) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss, retarder, salt, viscosifer) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss) & 15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss) & 15.6ppg Class A tail with additives (antisettling, antifoam, antifoam, fluid loss) & 15.6ppg Class A tail with additives (antisettling, antifoam, antifoam antifoam, fluid loss, retarder, salt, dispersant or 12.0 Class A Lead + additives (+/-5% dispersant, 10% light weight additive, .75% fluid loss additive and 1.15% fluid loss additive, Yield =2.47) 13.5 ppg Class A tail + additive (+/-.5%fluid loss additive, .25% freewater additive, & .5% light weight additive, Yield =1.57), 0.125#/sk lost Circ 20% excess to Surface. Production - 14.8ppg Class H Lead + additives and 15.8ppg Class H Tail + additives (antifoam, antisettling, extender, dispersant) 10% Excess TOC >=1000' above 9.625" shoe.

25) Proposed borehole conditioning procedures:

Conductor - The hole is drilled w/ air and casing is run in air. Apart from insuring the hole is clean via air circulation at TD, there are no other conditioning procedures. Fresh Water/Surface -The hole is drilled w/air or Freshwater based mud and casing is run on air. Once casing is at setting depth, fill with KCI water circulate a minimum of one hole volume prior to pumping cement. First Intermediate - Drilled on air. Once casing is at a setting depth, circulate a minimum of once hole volume prior to pumping cement. Second Intermediate - Drilled on air. fill with salt saturated water once drilled to TD. Once casing is at setting depth, circulate a minimum of one hole volume prior to pumping cement. Production - drilled on +/- 14.5ppg SOBM, Once at TD, circulate at max allowable pump rate for at least 6x bottoms up. Once on bottom with casing, circulate a minimum of one hole volume prior to pumping cement.

\*Note: Attach additional sheets as needed.



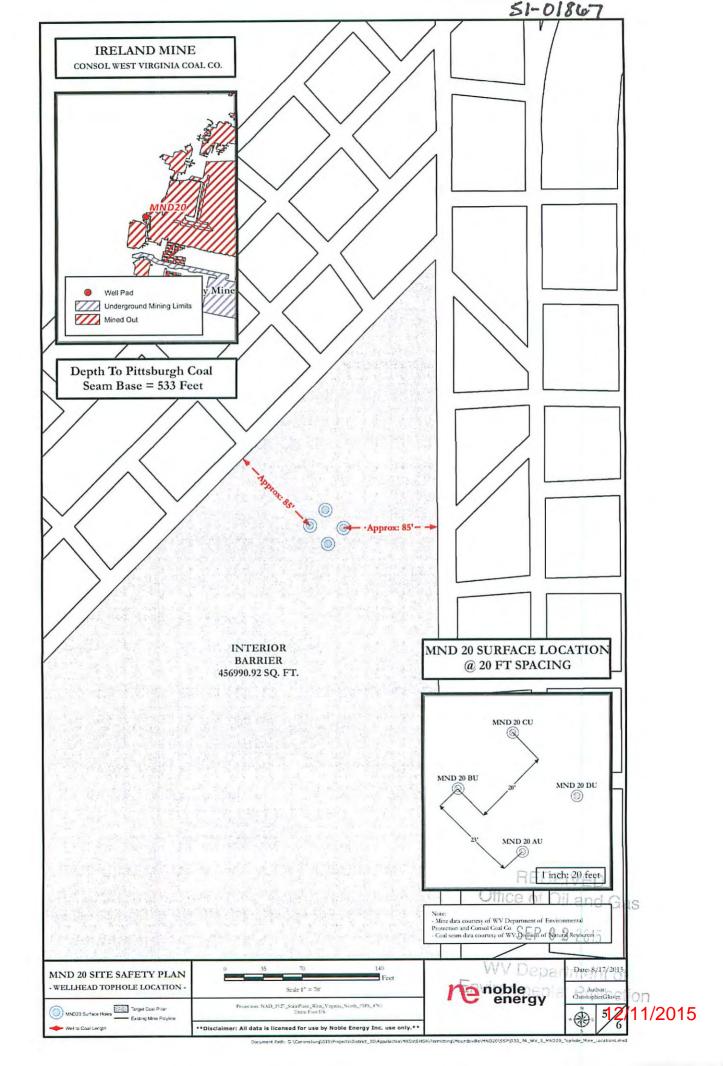
## DRILLING WELL PLAN

MND-20A-UHS (Utica HZ)

Utica Shale Horizontal

Marshall County, WV

				_	8.41	UD 204 CI II /I -4/		Marshall County		=\ /NAD27\	
		200				ND-20A SHL (Lat/I			16.59N, 1634115.61		
Ground Elevation		1059		MND-20A LP (Lat/Long)				(493178.46N, 1631647.32E) (NAD27) (486606.87N, 1636248.79E) (NAD27)			
Azm		145°	K.		M	ND-20A BHL (Lat/	_ong)	3/			
WELLBORE DIAGRAM	HOLE	CASING	GEOLOGY	TOP	воттом	MUD	CEMENT	CENTRALIZERS	CONDITIONING	COMMENTS	
700									e	Stabilize surface fil/soil	
80 08	36"	30" 94# LS	Conductor		40	Air	Type 1 to surface	N/A	Ensure the hole is clean at TD.	Conductor casing = 0.375" wall thickness	
			Solidacio				4E Coop Close A			Water protection & coal	
	24"	20" 94# J-55				Air or Fresh Water Based	15.6 ppg Class A + 2% CaCl, 0.25# Lost	Bow spring centralizers	Once casing is at setting depth, circulate a minimum	isolation string, casing set 400'	
x :		BTC	Pittsburgh Coal	526	526	Mud	Circ 30% Excess	every 3 joints to 100' from surface	of one hole volume prior to	below Pit coal, Surface casing = 0.438" wall thickness	
			Surface Casing	9	936		Yieki = 1.18		pumping cement.	Burst=2110 psi	
			A 1000				15.6 ppg Class A		his second to be seen	Isolate Big Injun, casing set	
		13-3/8" 54.5#	Big Lime	1625	1741		+ 2% CaCl, 0.25# Lost Circ	Bow spring centralizers	Once casing is at setting depth, circulate a minimum	300' below Big Injun,	
x[:]   [:]x	17.5"	J-55 BTC	Big Injun	1741	1854	Alt	30% Excess	every 3 joints to 100' from surface	of one hole volume prior to	Intermediate casing = 0.380* wall thickness	
			1st Intermediate Casing	2	154		Yield = 1.18		pumping cement.	Burst=2730 psi	
X			5th Sand	2599	2628						
			Speechley	3156	3202						
			Warren	3770	3784						
X X			Java	4707	4802						
			Pipe Creek	4802	4889						
			Angola	4889	5471		2 Stage Cement Job with				
×     ×			Rheinstreet	5471	5792		14.5ppg Class A lead + additives (antisettling,			100	
x	×		Cashaqua	colorator and compositor) 9			JN 8/1				
			Middlesex	5864	5887	Air	15.6ppg Class A tail with additives (antisettling, antifoam, fluid loss, retarder, salt, dispersant)  Or  12.0 ppg Class A lead + additives (+/-5% dispersant, 10% light weight additive, 75% fluid loss additive, 75% fluid loss additive, 75% fluid loss additive, 11.15% fluid loss additive, 11.15% fluid loss additive, 11.15% fluid loss additive, 11.15% fluid loss additive, 55% freewater additive, 25% freewater additive, 55% light weight additive, 55% light self-stand additive, 11.15% light weight additive, 11.15%	Bow spring centralizers every 3 joints to 100' from surface		100	
			West River	5887	5948						
			Burkett	5948 5973	5973 5997					U	
	12.375"-		Tully Limestone Hamilton	5997	6032				ALCOHOLOGO AND AND AND ADDRESS OF A STATE OF		
			Marcellus	6032	6087				Fill with salt saturated water once drilled to TD. Once casing is at setting depth, circulate a minimum of one hole volume prior to pumping cernent.	Intermediate casing to be set 400' into the Queenston.	
			Onondaga	6087	6095						
	12.25"		Huntersville	6095	6309						
			Oriskany	6309	6421						
			Helderburg	6421	6681						
×   ×			Bass Island Dolomite	6681	6760						
			Salına G - "Big Lime"	6760	6960	6960 fg					
			Saina F	6960	7759						
X X			Lockport	7759	8081		Circ	la .			
			Rochester Shale	8081	8386		20% Excess To Suface				
13 14			Dayton Fm/Packer Shell	8386	8492		To Sulace	V			
X X			Clinton	8492	8575						
			Medina	8575	8674						
X: X			Queenston	8674	9431						
			Intermediate Casing		VD, +/-9600' MD						
X X		5-1/2"	Reedsville	9431	10049		14.8ppg Class H Lead + additives and 15.8ppg	Rigid Bow Spring every			
x x	8.5" Curve	224	Utica	10049	10662		Class H Tail + additives (antifoam, antisettling, extender, dispersant)	third joint from KOP to TOC	m KOP to  Close at 1D, circulate at max.  allowable pump rate for at least 6x bottoms up. Once on bottom with casing, circulate a minimum of one hole volume prior to pumping	wall thickness Burst=16510 psi Note:Actual centralizer schedules may be changed due to hole	
ž ×		5-1/2*	Point Pleasant	10662	10782	+/-14.5ppg SOBM	10% Excess TOC >= 1000'				
1	8.5" Lateral	23# HCP-110 TXP BTC	TARGET	1	0742		above 9,625" shoe	Rigid Bow Spring every joint to KOP	cement.	conditions	



	Fresh Water Protetcion String:	Cement Additives			
Allied Material Name	Additive (Material) Type	Additive (Material) Description	CAS#		
CCAC (Class A Common)	Base Cement	Grey powder	65997-15-1		
CA-100			10043-52-4		
	Accelerator	White, flake	7447-40-7		
	Accelerator	wille, liake	7732-18-5		
			7647-14-5		
CLC-CPF (Cellophane Flakes)	Lost Circulation Aid	White and colored flake	Non-Hazardous		
	_				



API Number 47 -	051	-	0186	
Operator	'e Well N	JO MA	ID 20 AU	

Operator's Well No. MND 20 AL

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF OIL AND GAS

#### FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

Operator Name Noble Energy, Inc. OP Code 494501907
Watershed (HUC 10) huc-10 Short Creek - Ohio River Quadrangle Powhatan Point
Do you anticipate using more than 5,000 bbls of water to complete the proposed well work? Yes No
Will a pit be used? Yes No
If so, please describe anticipated pit waste:
Will a synthetic liner be used in the pit? Yes No If so, what ml.?
Proposed Disposal Method For Treated Pit Wastes:
Land Application
Underground Injection ( UIC Permit Number See attached sheet
Reuse (at API Number at next anticipated well
Off Site Disposal (Supply form WW-9 for disposal location) Other (Explain_
Will closed loop system be used? If so, describe: _yes
Drilling medium anticipated for this well (vertical and horizontal)? Air, freshwater, oil based, etc. Air, water based mud through coal string then SOBM
-If oil based, what type? Synthetic, petroleum, etc. Synthetic
Additives to be used in drilling medium?  Calcium Chlorde Powder, Carbo Tec, Carbo Gel Z, Carbo Tec S, Ecco-Block, Lime, MIL-Carb TM, Mi-Clean, Mi-Seal, Next base eC. Next Drill, Next Hold, Next Mul Drind Cote, Mil Bar, Next Mul HT, Soda Asn, Potassium Chloride
Drill cuttings disposal method? Leave in pit, landfill, removed offsite, etc. landfill - see attached sheet
-If left in pit and plan to solidify what medium will be used? (cement, lime, sawdust)
-Landfill or offsite name/permit number? See attached sheet
Permittee shall provide written notice to the Office of Oil and Gas of any load of drill cuttings or associated waste rejected at any West Virginia solid waste facility. The notice shall be provided within 24 hours of rejection and the permittee shall also disclose where it was properly disposed.
I certify that I understand and agree to the terms and conditions of the GENERAL WATER POLLUTION PERMIT issued on August 1, 2005, by the Office of Oil and Gas of the West Virginia Department of Environmental Protection. I understand that the provisions of the permit are enforceable by law. Violations of any term or condition of the general permit and/or other applicable law or regulation can lead to enforcement action.  I certify under penalty of law that I have personally examined and am familiar with the information submitted on this application form and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.  Company Official Signature  Company Official (Typed Name) Dee Swiger
Company Official Title Regulatory Analyst III
Subscribed and sworn before me this 12th day of August, 20 15
Kegina Lague Notary Public COMMONWEALTH OF PENNSYLVAN
My commission expires 07/07/2018  NOTARIAL SEAL Regina Logue, Notary Public New Sewickley Two, Beaver County
My Commission Expires July 7-2018 Commission Expires Survey France

Operator's Well No. MND 20 AU

Proposed Revegetation Trea	atment: Acres Disturbed	17.39 Prevegetati	on pH
Lime 2-3		to pH	
Fertilizer type	-20-20 or equal		
Fertilizer amount_	500	lbs/acre	
Mulch_ Hay or S	Straw at 2	Cons/acre	
		Seed Mixtures	
T	emporary	P	ermanent
Seed Type	lbs/acre	Seed Type	lbs/acre
Tall Fescue	40	Tall Fescue	40
Ladino Clover	5	Ladino Clover	5
Orawing(s) of road, location provided)	n, pit and proposed area for lar	nd application (unless engineered pla	ns including this info have b
Orawing(s) of road, location provided) Photocopied section of involved provided provided section of involved by:	olved 7.5' topographic sheet.	ice	ns including this info have be
Photocopied section of invo	olved 7.5' topographic sheet.	ice	ns including this info have be
Drawing(s) of road, location provided)  Photocopied section of involved by:	olved 7.5' topographic sheet.	ice	ns including this info have be
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Drawing(s) of road, location provided)  Photocopied section of involved by:	olved 7.5' topographic sheet.	ice	ns including this info have be
Plan Approved by:	Mullch all cut area, maintain	ice	PIECEI Office of Oil

# **Cuttings Disposal/Site Water**

#### **Cuttings – Haul off Company:**

Eap Industries, Inc. DOT # 0876278 1575 Smith Two State Rd. Atlasburg, PA 15004 1-888-294-5227

Waste Management 200 Rangos Lane Washington, PA 15301 724-222-3272

Environmental Coordination Services & Recycling (ECS&R) 3237 US Highway 19 Cochranton, PA 16314 814-425-7773

#### **Disposal Locations:**

Apex Environnemental, LLC Permit # 06-08438 11 County Road 78 Amsterdam, OH 43903 740-543-4389

Westmoreland Waste, LLC Permit # 100277 111 Conner Lane Belle Vernon, PA 15012 724-929-7694

Sycamore Landfill Inc. Permit #R30-079001 05-2010 4301 Sycamore Ridge Road Hurricane, WV 25526 304-562-2611

Max Environnemental Technologies, Inc. Facility Permit # PAD004835146 / 301071 233 Max Lane Yukon, PA 25968 724-722-3500

Max Environnemental Technologies, Inc. Facility Permit # PAD05087072 / 301359 200 Max Drive Bulger, PA 15019 724-796-1571

Waste Management Kelly Run Permit # 100663 1901 Park Side Drive Elizabeth, PA 15037 412-384-7569

Waste Management South Hills (Arnoni) Permit # 100592 3100 Hill Road Library, PA 15129 724-348-7013 412-384-7569

Waste Management Arden Permit # 100172 200 Rangos Lane Washington, PA 15301 724-222-3272

Waste Management Meadowfill Permit # 1032 1488 Dawson Drive Bridgeport, WV 26330

Brooke County Landfill Permit # SWF-103-97 / WV 0109029 Rd 2 Box 410 Colliers, WV 26035 304-748-0014 RECEIVED
Office or Oil and Gas

SEP 0 2 2015

WW Department of Environmental Protection

12/11/2015

Wetzel County Landfill Permit # SWF-1021-97 / WV 0109185 Rt 1 Box 156A New Martinsville, WV 26035 304-455-3800

Energy Solutions, LLC Permit # UT 2300249 423 West 300 South Suite 200 Salt Lake City, UT 84101

Energy Solutions Services, Inc. Permit # R-73006-L24 1560 Bear Creek Road Oak Ridge, TN 37830

Northern A-1 Environnemental Services Permit ID MID020906814 3947 US 131 North, PO Box 1030 Kalkaska, MI 49646 231-258-9961

#### Water Haul off Companies:

Dynamic Structures, Clear Creek DOT # 720485 3790 State Route 7 New Waterford, OH 44445 330-892-0164

Nabors Completion & Production Services Co. PO Box 975682 Dallas, TX 75397-5682

Select Energy Services, LLC PO Box 203997 Dallas, TX 75320-3997

Nuverra Environmental Solutions 11942 Veterans Memorial Highway Masontown, WV 26542

Mustang Oilfield Services LLC PO Box 739 St. Clairsville, OH 43950

Wilson's Outdoor Services, LLC 456 Cracraft Road Washington, PA 15301

## **Disposal Locations:**

Solidification
Waste Management, Arden Landfill Permit # 100172
200 Rangos Lane
Washington, PA 15301
724-225-1589

Solidification/Incineration
Soil Remediation, Inc. Permit # 02-20753
6065 Arrel-Smith Road
Lowelville, OH 44436
330-536-6825

Adams #1 (Buckeye Brine, LLC) Permit # 34-031-2-7177 23986 Airport Road Coshocton, OH 43812 740-575-4484 512-478-6545 RECEIVED
Office of Oil and Gas

SEP 0 2 2015

WV Department of Environmental Protection

CMS of Delaware Inc. DBA CMS Oilfield Serv 301 Commerce Drive Moorestown, NJ 08057

Force, Inc. 1380 Rte. 286 Hwy. E, Suite 303 Indiana, PA 15701

Solo Construction P.O. Box 544 St. Mary's, WV 26170

Equipment Transport 1 Tyler Court Carlisle, PA 17015

Myers Well Service, Inc. 2001 Ballpark Court Export, PA 15632

Burns Drilling & Excavating 618 Crabapple Road P.O. Box 41 Wind Ridge, PA 15380

Nichlos 1-A (SWIW #13) Permit # 3862 300 Cherrington Pkwy, Suite 200 Coraopolis, PA 15108 412-329-7275

Groselle (SWIW #34) Permit # 4096 Rt. 88 Garrettsville, OH 713-275-4816

Kemble 1-D Well Permit # 8780 7675 East Pike Norwich, Oh 43767 614-648-8898 740-796-6495

12/11/2015

# 51-01867

Adams #2 (Buckeye Brine, LLC) 2205 Westover Road Austin Tx 78703 Permit # 34-031-2-7178 740-575-4484 512-478-6545

Adams #3 (Buckeye Brine, LLC) Permit #34-031-2-7241-00-00 2630 Exposition, Suite 117 Austin, TX 78703 512-478-6545

Mozena #1 Well (SWIW # 13) Permit # 34-157-2-5511-00-00 5367 E. State Street Newcomerstown, OH 43832 740-763-3966

Goff SWD #1 (SWIW # 27) Permit # 34-119-2-8776-000 300 Cherrington Pkwy, Suite 200 Coraopolis, PA 15108 412-329-7275

SOS D#1 (SWIW #12) Permit # 34-059-2-4202-00-00 Silcor Oilfield Services, Inc. 2939 Hubbard Road Youngstown, PH 44505

Dudley #1 UIC (SWIW #1) Permit # 34-121-2-2459-00-00 Select Energy Services, LLC 7994 S. Pleasants Hwy St. Marys, WV 26170 304-665-2652 OH UIC #1 Buckeye UIC Barnesville 1 & 2 CNX Gas Company, LLC 1000 Consol Energy Drive Permit # 34-013-2-0609-00-00 Permit # 34-013-2-0614-00-00 304-323-6568

US Steele 11385 Permit # 47-001-00561 200 Evergreen Drive Waynesburg, PA 15730 304-323-6568

Chapin #7 UIC (SWIW #7)
Permit # 34-083-2-4137-00-00
Elkhead Gas& Oil Company
12163 Marne Rd. NE
Newark, OH 43055
740-763-3966

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WV Department of Environmental Protection



Site Safety Plan

Noble Energy, Inc. MND 20 Well Pad

August 2015: Version 1

For Submission to
West Virginia Department of Environmental Protection,
Office of Oil and Gas

Noble Energy, Inc.
Appalachia Offices
1000 Noble Energy Drive
Canonsburg, PA 15317-9504

RECEIVED
Office of Oil and Gas

SEP 0 2 2015

VVV Department of Environmental Protection

51-01867

	Noble Energy, Inc.: WIND 20 0	tica Unit - Offset Operators List
Map Index	Owner/Operator (Utica)	Address
1	CSX Transportation Inc.	500 Water Street, Jacksonville, FL 32202
	CNX Gas Company, LLC	1001 Consol Energy Drive, Canonsburg, PA 15317-6506
	Noble Energy, Inc.	334 Technology Dr., Suite 116, Canonsburg, PA 15317-9504
	AEP Generation Resources/Kentucky Power Company	P.O. Box 24424, Canton, OH 44701-4424
	Mary Witten Neal Wiseman	525 Ridgewood Road, Huntington, WV 25701
	Dorothy Ann Neal	1302 Hornage Road, Ball Ground, GA 30107
2	Joseph Moore Neal	11278 Marine View Drive, SW, Seattle WA 98146
	Margery J. Witten	106 Franklin Street, St. Clairsville, OH 43950
	Ann Alexander	PO Box 3824, Bellevue, WA 98010
	Frances Gale Neal	115 Stonewood Drive, Huntington, WV 25705
	Susan Witten Neal Meyers	911 Wharfside Road, San Mateo, CA 94404
	Jane Witten Voth	1218 Acer Court East, Dayton, OH 45458
	Jane R. Peterseim	38368 Kingsbury Drive, North Ridgeville, OH 44039
	CNX Gas Company, LLC	1000 Consol Energy Drive, Canonsburg, PA 15317-6506
2	Noble Energy, Inc.	333 Technology Dr., Suite 116, Canonsburg, PA 15317-9504
3	AEP Generation Resources/Kentucky Power Company	P.O. Box 24424, Canton, OH 44701-4424
4	West Virginia Division of Natural Resources	324 Fourth Avenue, South Charleston, WV 25303

12/11/2015

energy energy

\*\*Please Refer to Map on Page "1/2" for Tract Location Reference\*\*

MND20AU Intentional Deviation Offset Operators Map - Marshall County, WV

Scale Not Applicable

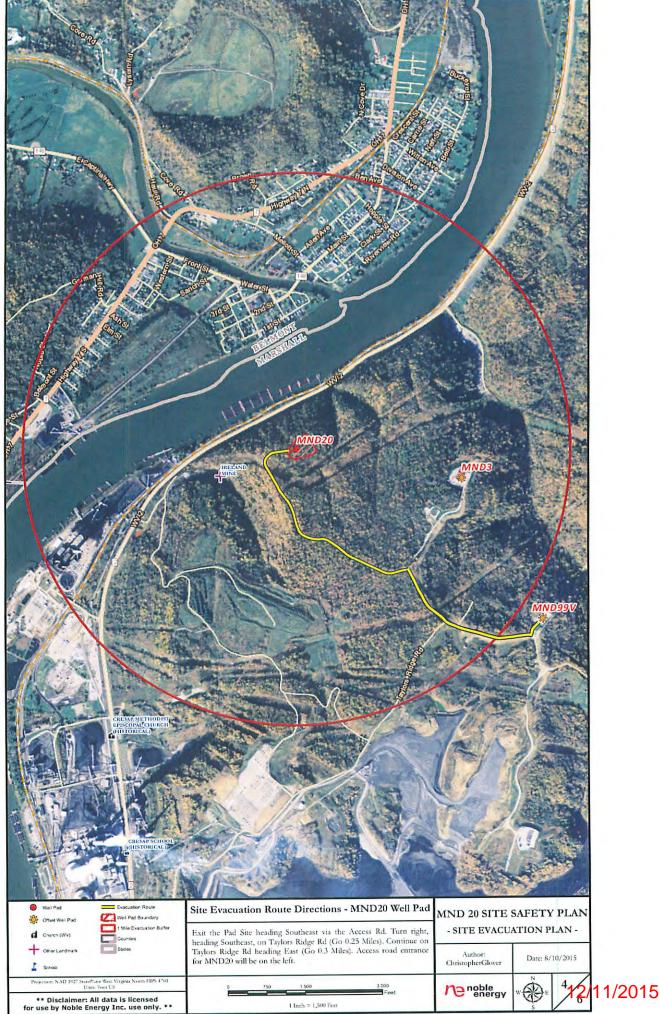
Author: ChristopherGlover

Date: September 09, 2015

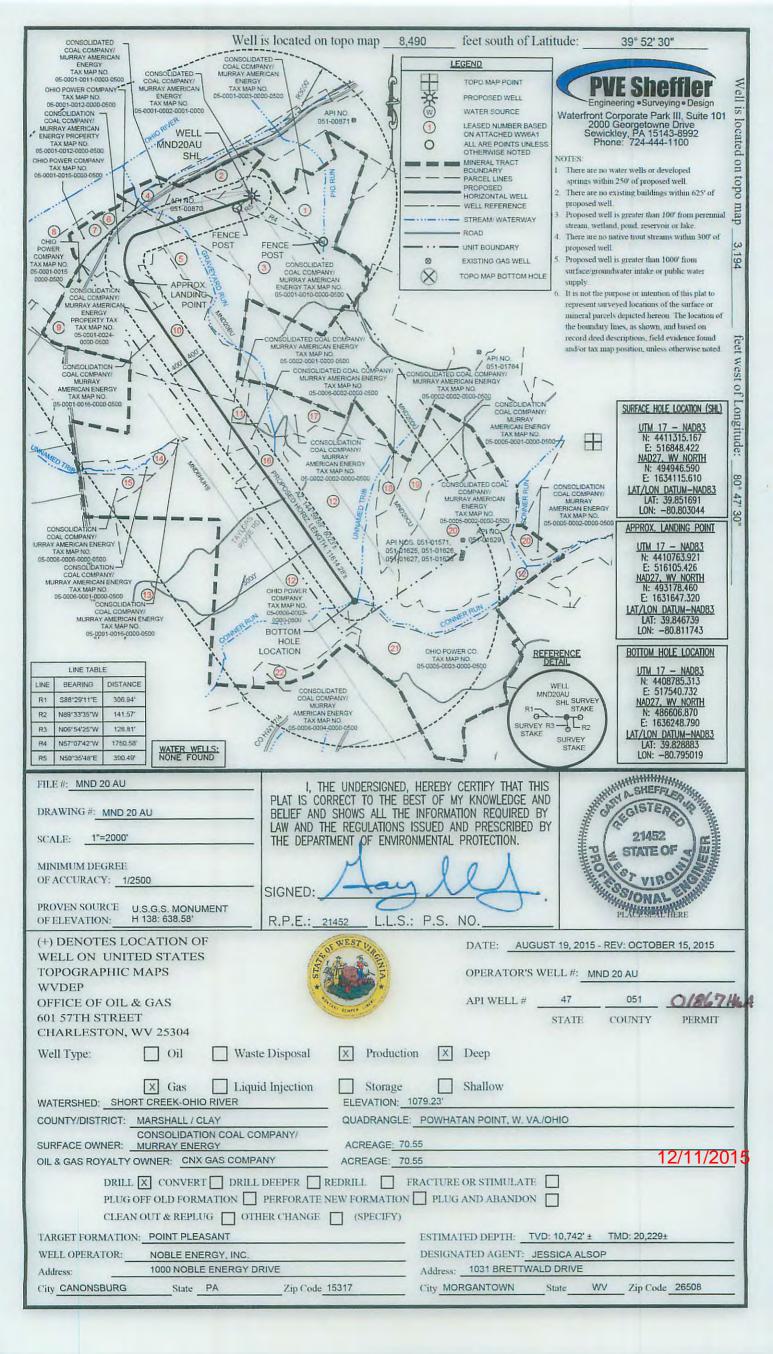


Disclaimer. All data is licensed for use by Noble Energy Inc. use only.

Projection: NAD 1927 StatePlane West Virginia North FIPS 4701 Units: Foot US



51-0186



	is located on topo map1	,621 feet south of Latitu	de:39° 50' 00"
			de: 39° 50' 00"
ILE #: MND 20 AU  RAWING #: MND 20 AU  CALE: 1"=2000"  INIMUM DEGREE FACCURACY: 1/2500	BELIEF AND SHOWS ALL THE	HEREBY CERTIFY THAT THIS BEST OF MY KNOWLEDGE AND INFORMATION REQUIRED BY ISSUED AND PRESCRIBED BY DNMENTAL PROTECTION.	STATE OF STA
Vaterfront Corporate Park III, Suite 101 2000 Georgetowne Drive Sewickley, PA 15143-8992 Phone: 724-444-1100  LE #: MND 20 AU  RAWING #: MND 20 AU  RAWING #: MND 20 AU  RAULE: 1"=2000'  INIMUM DEGREE FACCURACY: 1/2500  ROVEN SOURCE U.S.G.S. MONUMENT H 138: 638.58'  D DENOTES LOCATION OF VELL ON UNITED STATES OPOGRAPHIC MAPS VDEP FFICE OF OIL & GAS DI 57TH STREET HARLESTON, WV 25304	BELIEF AND SHOWS ALL THE LAW AND THE REGULATIONS THE DEPARTMENT OF ENVIRO	INFORMATION REQUIRED BY ISSUED AND PRESCRIBED BY DIMENTAL PROTECTION.  DATE: AUGUST OPERATOR'S WELL  API WELL #	STATE OF SUPPLIES ON AL PLANT HERE  19, 2015 - REV: OCTOBER 15, 2015
Waterfront Corporate Park III, Suite 101 2000 Georgetowne Drive Sewickley, PA 15143-8992 Phone: 724-444-1100  RAWING #: MND 20 AU  RAWING #: MND 20 AU  CALE: 1"=2000'  INIMUM DEGREE F ACCURACY: 1/2500  ROVEN SOURCE U.S.G.S. MONUMENT F ELEVATION: H 138: 638.58'  P) DENOTES LOCATION OF VELL ON UNITED STATES OPOGRAPHIC MAPS VVDEP OFFICE OF OIL & GAS 01 57TH STREET HARLESTON, WV 25304  Vell Type: Oil Was  X Gas Liqu CONSOLIDATION COAL CO URFACE OWNER: MURRAY ENERGY III & GAS ROYALTY OWNER: CNX GAS COMP DRILL X CONVERT DRILL PLUG OFF OLD FORMATION	BELIEF AND SHOWS ALL THE LAW AND THE REGULATIONS THE DEPARTMENT OF ENVIRONMENT OF	INFORMATION REQUIRED BY ISSUED AND PRESCRIBED BY INFORMATION.  DATE: _AUGUST 1  OPERATOR'S WELL  API WELL #  STORMATION   STOR	21452 STATE OF PLATE HERE  19, 2015 - REV: OCTOBER 15, 2015  L#: MND 20 AU  47  O51  COUNTY PERMIT

WW-6A1 (5/13)

Operator's Well No. MND 20 AU

#### INFORMATION SUPPLIED UNDER WEST VIRGINIA CODE Chapter 22, Article 6A, Section 5(a)(5) IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)

Under the oath required to make the verification on page 1 of this Notice and Application, I depose and say that I am the person who signed the Notice and Application for the Applicant, and that –

- (1) the tract of land is the same tract described in this Application, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;
- (2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to extract, produce or market the oil or gas are as follows:

Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
1) 623175	Consolidation Coal Company, et al	CNX Gas Company, LLC	100% Fee Mineral	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy Inc.	50% Fee Mineral	851/220

#### SEE EXHIBIT A

#### Acknowledgement of Possible Permitting/Approval In Addition to the Office of Oil and Gas

The permit applicant for the proposed well work addressed in this application hereby acknowledges the possibility of the need for permits and/or approvals from local, state, or federal entities in addition to the DEP, Office of Oil and Gas, including but not limited to the following:

- WV Division of Water and Waste Management
- WV Division of Natural Resources WV Division of Highways
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- County Floodplain Coordinator

The applicant further acknowledges that any Office of Oil and Gas permit in no way overrides, replaces, or nullifies the need for other permits/approvals that may be necessary and further affirms that all needed permits/approvals should be acquired from the appropriate authority before the affected activity is initiated.

Well Operator:	Noble Energ	y, Inc.		RECE	WED
By:	Brin 2	1	Briana	Leonhard	- LD
Its:	Operations	Lande	aya		and Ga
				SEP 02	2015

Wv Department of Environmental Protection Page 1 of 2

Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
1.) Q091150023	Barbara G. Matthews, by Gay L. Matthews, her attorney in fact	CNX Gas Company, LLC	Not less than 1/8	793/209
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
	Description of Develop D			
Q091150001	Dara Marner and Douglas D.  Marner, both individually and as	CNX Gas Company, LLC	Not less than 1/8	794/43
Q07 223 000 2	wife and husband	CIVA Gas Company, ELC	1400 1633 (11811 178	734/43
Q089063000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/550
**	Jessica McNabb fka Jesica Faye			
Q091150003	Hoover, a married woman dealing in her sole and separate property	CNX Gas Company, LLC	Not less than 1/8	794/49
Q089063000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/550
Q091150002	Cheryl Sullivan, a single woman	CNX Gas Company, LLC	Not less than 1/8	794/46
Q089063000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/550
	Coore II Walla as d Nove Slike I			
Q091150006	George H. Wells and Nancy Eklund Wells, both individually and as husband and wife	CNX Gas Company, LLC	Not less than 1/8	794/58
Q089063000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/550
	William C.M. Wilson and Hiram C.			
Q091150007	Wilson, as Trustees of The Nancy L.	CNX Gas Company, LLC	Not less than 1/8	800/626
0000053000	Wilson Revocable Trust	Noble Francis Inc	00/	40.22/550
Q089063000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/550
	Wayland W. Bowser, a married man			-
Q091150004	dealing in his sole and separate property	CNX Gas Company, LLC	Not less than 1/8	794/52
Q089063000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/550
	Belinda Eddy FKA Belinda Page			
Q091150005	Hoover, a married woman dealing in	CNX Gas Company, LLC	Not less than 1/8	794/55
Q089063000	her sole and separate property CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/550
4083003000	CIVA Gas Company, LLC	Noble Life By, Inc.	078	AB 32/330
2.) 623355	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
3.) Q081362003	Larry R. Jefferson	CNX Gas Company, LLC	Not less than 1/8	781/19
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q081362002	Ruth Ann Ferris	CNX Gas Company, LLC	Not less than 1/8	778/264
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
632346	Consolidation Coal Communication	CNV Cas Company 11C	0%PECF	D -CACIADO
623346 Q090929000	Consolidation Coal Company CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	Offee of O	\/ <u></u> 646/493 851/220
Q030323000	City Gas Company, LLC	Nobie Eliefgy, Ilic.	Cinde (if ())	<del>and Gas</del>
	Noble Marcellus LP	Anacapa Holdings, LLC	Not less than 1/8 o	781/267
	THOO IC MATCHIAS ET		72 27	20AB 28/275

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4.) 623343	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
5.) Q074011023	Susan Witten Neal Meyers AKA Susan Neal Ilfeld Meyers, individually, and as Susan N. Meyers, Trustee of the Susan N. Meyers Revocable Trust	Noble Energy, Inc.	Not less than 1/8	859/508
Q074011013	Mary Witten Neal Wiseman FKA Mary Witten Neal	Noble Energy, Inc.	Not less than 1/8	851/216
Q074011024	Mary Witten Hart Ehlers	Noble Energy, Inc.	Not less than 1/8	859/491
Q074011015	Margery J. Witten	Noble Energy, Inc.	Not less than 1/8	851/398
Q074011017	Joseph Moore Neal	Noble Energy, Inc.	Not less than 1/8	859/512
Q074011019	Jane Witten Voth	Noble Energy, Inc.	Not less than 1/8	853/306
Q074011014	Frances Gale Neal	Noble Energy, Inc.	Not less than 1/8	851/218
Q074011016	Dorothy Ann Neal by her power of attorney Jerry L. Berthold	Noble Energy, Inc.	Not less than 1/8	851/396
Q074011022	Donald R. Hart Jr.	Noble Energy, Inc.	Not less than 1/8	859/493
Q074011018	Cathy Hart Price	Noble Energy, Inc.	Not less than 1/8	853/308
Q074011020	Ann Alexander	Noble Energy, Inc.	Not less than 1/8	853/310
Q074011047	Jane R. Peterseim AKA Jane Peterseim	CNX Gas Company, LLC	Not less than 1/8	781/37
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
623023	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
6.) Q074011023	Susan Witten Neal Meyers AKA Susan Neal Ilfeld Meyers, individually, and as Susan N. Meyers, Trustee of the Susan N. Meyers Revocable Trust	Noble Energy, Inc.	Not less than 1/8	859/508
Q074011013	Mary Witten Neal Wiseman FKA Mary Witten Neal	Noble Energy, Inc.	Not less than 1/8	851/216
Q074011024	Mary Witten Hart Ehlers	Noble Energy, Inc.	Not less than 1/8	859/491
Q074011015	Margery J. Witten	Noble Energy, Inc.	Not less than 1/8	기 and Gas 851/398 ) 2 2015
Q074011017	Joseph Moore Neal	Noble Energy, Inc.	Not less than 1/8	859/512
Q074011019	Jane Witten Voth	Noble Energy, Inc.	Not less than 1/8	853/366f

<u> </u>			1	
Q074011014	Frances Gale Neal	Noble Energy, Inc.	Not less than 1/8	851/218
Q074011016	Dorothy Ann Neal by her power of attorney Jerry L. Berthold	Noble Energy, Inc.	Not less than 1/8	851/396
Q074011022	Donald R. Hart Jr.	Noble Energy, Inc.	Not less than 1/8	859/493
Q074011018	Cathy Hart Price	Noble Energy, Inc.	Not less than 1/8	853/308
Q074011020	Ann Alexander	Noble Energy, Inc.	Not less than 1/8	853/310
Q074011047	Jane R. Peterseim AKA Jane Peterseim	CNX Gas Company, LLC	Not less than 1/8	781/37
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
623023 Q090929000	Consolidation Coal Company CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	0% 0%	646/493 851/220
7.) Q074011023	Susan Witten Neal Meyers AKA Susan Neal Ilfeld Meyers, individually, and as Susan N. Meyers, Trustee of the Susan N. Meyers Revocable Trust	Noble Energy, Inc.	Not less than 1/8	859/508
Q074011013	Mary Witten Neal Wiseman FKA Mary Witten Neal	Noble Energy, Inc.	Not less than 1/8	851/216
Q074011024	Mary Witten Hart Ehlers	Noble Energy, Inc.	Not less than 1/8	859/491
Q074011015	Margery J. Witten	Noble Energy, Inc.	Not less than 1/8	851/398
Q074011017	Joseph Moore Neal	Noble Energy, Inc.	Not less than 1/8	859/512
Q074011019	Jane Witten Voth	Noble Energy, Inc.	Not less than 1/8	853/306
Q074011014	Frances Gale Neal	Noble Energy, Inc.	Not less than 1/8	851/218
Q074011016	Dorothy Ann Neal by her power of attorney Jerry L. Berthold	Noble Energy, Inc.	Not less than 1/8	851/396
Q074011022	Donald R. Hart Jr.	Noble Energy, Inc.	Not less than 1/8	859/493
Q074011018	Cathy Hart Price	Noble Energy, Inc.	Not less than 1/8	853/308
Q074011020	Ann Alexander	Noble Energy, Inc.	Not less than 1/8	853/310
Q074011047	Jane R. Peterseim AKA Jane Peterseim	CNX Gas Company, LLC	Not less than 1/8 (	≣VED ਸ਼ਿa7ੀਪੈਰੋas
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0% 055	AB 32/446 2 2015
623023 Q090929000	Consolidation Coal Company CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	, 0% - 0% /eps	646/493 777-851/220

Environmental Protection 12/11/2015

8.) Q074011023	Susan Witten Neal Meyers AKA Susan Neal Ilfeld Meyers, individually, and as Susan N.	Noble Energy, Inc.	Not less than 1/8	859/508
	Meyers, Trustee of the Susan N. Meyers Revocable Trust		Not less than 1/0	337308
Q074011013	Mary Witten Neal Wiseman FKA Mary Witten Neal	Noble Energy, Inc.	Not less than 1/8	851/216
Q074011024	Mary Witten Hart Ehlers	Noble Energy, Inc.	Not less than 1/8	859/491
Q074011015	Margery J. Witten	Noble Energy, Inc.	Not less than 1/8	851/398
Q074011017	Joseph Moore Neal	Noble Energy, Inc.	Not less than 1/8	859/512
Q074011019	Jane Witten Voth	Noble Energy, Inc.	Not less than 1/8	853/306
Q074011014	Frances Gale Neal	Noble Energy, Inc.	Not less than 1/8	851/218
Q074011016	Dorothy Ann Neal by her power of attorney Jerry L. Berthold	Noble Energy, Inc.	Not less than 1/8	851/396
Q074011022	Donald R. Hart Jr.	Noble Energy, Inc.	Not less than 1/8	859/493
Q074011018	Cathy Hart Price	Noble Energy, Inc.	Not less than 1/8	853/308
Q074011020	Ann Alexander	Noble Energy, Inc.	Not less than 1/8	853/310
Q074011047	Jane R. Peterseim AKA Jane Peterseim	CNX Gas Company, LLC	Not less than 1/8	781/37
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
623023	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
9.) 623332	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
10.) 623347	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
11.) 624132	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
12.) Q074011051	Charles Weisner	CNX Gas Company, LLC	Not less than 1/8	763/429
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
			RECE	17:
Q074011050	John Weisner	CNX Gas Company, LLC	Not/less than 1/8,	~ 763/433
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	ता AB <b>32/446</b>
Q074011052	Kenneth J. Schmitt	CNX Gas Company, LLC	Not loss than 1400	2015763/421
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	14/1/0%	AB 32/446
			nviro imenica p	ieni or
			TIVIC ITTIAL OF	<del></del>

Q074011053	Mary Ellen Sedon	CNIV Cos Company II C	Not less than 1/0	752/447
Q088085000		CNX Gas Company, LLC	Not less than 1/8	763/417
Q08083000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
	Alfred Kaczorowski, Jr., and Sharon			
Q074011054	M. Kaczorowski, his wife	CNX Gas Company, LLC	Not less than 1/8	763/425
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
				,
Q074011048	Margaret Sedon Games	CNX Gas Company, LLC	Not less than 1/8	763/441
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
500772-002	Elizabeth Sedon Patterson	CNX Gas Company, LLC	Not less than 1/8	763/437
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
	Port Course and Frances C. Dourse			
0074011031	Bert Bryner and Frances S. Bryner,	CNIV Con Common III C	Mat lass than 4 /0	
Q074011021	both individually and as husband	CNX Gas Company, LLC	Not less than 1/8	784/124
Q088085000	and wife CNX Gas Company, LLC	Nable Engage Inc	00/	40.22/445
QU88U85UUU	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011043	Chrystal D. Sellner	CNX Gas Company, LLC	Not less than 1/8	787/389
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
	J.W. Gas Gamparity 220	110010 211018// 1101	0,0	70 32/440
Q074011041	Amber E. Fisher	CNX Gas Company, LLC	Not less than 1/8	784/546
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
		<u> </u>		
0074044043	Steven W. Fisher, as legal guardian	CNV C C II C	N. 1	<b>70.4</b> (7.40
Q074011042	for Christopher Fisher	CNX Gas Company, LLC	Not less than 1/8	784/549
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011046	Steven W. Fisher	CNX Gas Company, LLC	Not less than 1/8	790/612
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
	Deborah Sellner Potter by her			
0074011045	power of attorney, William T.	CNX Gas Company, LLC	Not less than 1/8	704/272
Q074011045	Sellner	CIVA Gas Company, LLC	NOT less than 1/6	794/373
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
		——————————————————————————————————————		
Q074011026	Phyllis Moslander	CNX Gas Company, LLC	Not less than 1/8	783/451
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
	Samuel A. Mudd Jr. AKA Alex Mudd			
Q074011040	and Michelle A. Mudd, both	CNX Gas Company, LLC	Not less than 1/8	784/542
Q074011040	individually and as husband and	CIVA das company, LLC	NOT less than 1/0	764/342
	wife	· · · · · · · · · · · · · · · · · · ·		
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
		-		
Q074011038	Carole Loeffler, a widowed woman	CNX Gas Company, LLC	Not less than 1/8	782/22
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
	Herbert J. Richmond individually,			EIVED
Q074011030	and as a married man and Anna	CNX Gas Company, LLC	Not less than 1/8	il a783/Gas
	Mae Richmond individually, and as			Sind Gas
Q088085000	his wife CNX Gas Company, LLC	Noble Energy, Inc.	0% SEP 6	2 AB 32/446
U000003UUU	CIAN das Collipany, EEC	Monie Elleigy, Inc.	1/4/1/4	MB/3K/440

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Environmental Protection

2074011031	Jeremy M. Richmond	CNX Gas Company, LLC	Not less than 1/8	782/163
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
2074011027	Barbara Kosap, a single woman	CNX Gas Company, LLC	Not less than 1/8	782/33
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011039	Connie Richmond, a single woman	CNX Gas Company, LLC	Not less than 1/8	781/34
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011034	Darrin C. Richmond individually, and as a married man, Anissa L. Richmond, individually, and as his wife	CNX Gas Company, LLC	Not less than 1/8	782/10
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011025	Michael J. Hoskin, individually, and as a married man, and Tricia A. Hoskin, individually, and as his wife	CNX Gas Company, LLC	Not less than 1/8	782/36
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
2074011033	Glenn M. Leyman, a single man	CNX Gas Company, LLC	Not less than 1/8	782/26
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011032	Norma J. Carter F/K/A Norma J. Sawyers	CNX Gas Company, LLC	Not less than 1/8	782/192
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
2074011028	Anne Marie Yost	CNX Gas Company, LLC	Not less than 1/8	781/23
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011029	Phillip M. Fulton and Carolyn W. Fulton, both individually, and as husband and wife	CNX Gas Company, LLC	Not less than 1/8	782/31
Q088 <b>0</b> 85000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011044	David K. Booth and Barabara J. Booth, both individually and as husband and wife	CNX Gas Company, LLC	Not less than 1/8	783/447
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011036	Mary Ann Moore, a married woman dealing in her sole and separate property	CNX Gas Company, LLC	Not less than 1/8	781/31
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011037 Q088085000	Ronald Walker CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	Oyat less than 1/8/	782/14 G AB 32/446

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WV Department of Environmental Protection 2015

	Ronald J. Blanton, individually, and			
Q074011037	as a married man, and Tammy J.	CNY Gas Company LLC	Not less than 1/8	707/17
	Richmond-Blanton, individually, and	CNX Gas Company, LLC	Not less than 1/8	782/17
	as his wife			
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
624136	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
13.) 623347	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
44.7500400 504000				
14.) 623135, 624073	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
15.) 623135, 624073	Consolidation Coal Company	CNX Gas Company, LLC	0%	CAC/AD2
Q090929000	CNX Gas Company, LLC		0%	646/493
Q030323000	CNA Gas Company, LLC	Noble Energy, Inc.	U76	851/220
16.) 624136	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
403032300	G.W. Gas Company, 220	Hoole Energy, me.	<u> </u>	051,220
17.) 624132	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
18.) 624132	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220
19.) Q074011048	Margaret Games	CNX Gas Company, LLC	Not less than 1/8	763/441
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
500772-002	Elizabeth Patterson	CNX Gas Company, LLC	Not less than 1/8	763/437
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
0074044054	Charles I Wilson	01110	1 1 1 1 1	
Q074011051	Charles J. Wiesner	CNX Gas Company, LLC	Not less than 1/8	763/429
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011050	John Wiesner	CNX Gas Company, LLC	Not less than 1/8	763/433
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
4000003000	CHA Gas company, EEC	Hobic Energy, me.	0,0	AD 32/440
Q074011052	Kenneth Schmitt	CNX Gas Company, LLC	Not less than 1/8	763/421
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
**************************************				
Q074011053	Mary Ellen Sedon	CNX Gas Company, LLC	Not less than 1/8	763/417
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011054	Alfred Kaczorowski, Jr., and Sharon	CNX Gas Company, LLC	Not less than 1/8	763/425
Q074011034	M. Kaczorowski, his wife	CIVA Gas Company, ccc	100	1
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%// (1.50 pt 1/2)  Not less than 1/82	AB 32/446
			94400 07 O	" <u> </u>
	Herbert J. Richmond individually,			and Gas
Q074011030	and as a married man and Anna	CNX Gas Company, LLC	Not less than 1089	2015 782/6
	Mae Richmond individually, and as		1.37:	2013
0000000000	his wife	Noble Constitution	00/- //-	AD 22/445
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	nyi ow dita	112144P

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0074044004				
Q074011031	Jeremy M. Richmond	CNX Gas Company, LLC	Not less than 1/8	782/163
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011034	Darrin C. Richmond individually, and as a married man, Anissa L. Richmond, individually, and as his wife	CNX Gas Company, LLC	Not less than 1/8	782/10
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011032	Norma J. Carter FKA Norma J. Sawyers	CNX Gas Company, LLC	Not less than 1/8	782/192
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011033 Q088085000	Glenn M. Leyman, a single man CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	Not less than 1/8	782/26 AB 32/446
		Mode Energy, me.	570	AB 32/440
Q074011025	Michael J. Hoskin, individually, and as a married man, and Tricia A. Hoskin, individually, and as his wife	CNX Gas Company, LLC	Not less than 1/8	782/36
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011027	Barbara Kosap, a single woman	CNV Cos Component II C	Not less than 4/5	700 /00
Q088085000	CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	Not less than 1/8 0%	782/33
Q000003000	CIVA Gas Company, EEC	Noble Ellergy, IIIC.	0%	AB 32/446
Q074011026	Phyllis M. Moslander	CNX Gas Company, LLC	Not less than 1/8	783/451
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011037	Ronald J. Blanton, individually, and as a married man, and Tammy J. Richmond-Blanton, individually, and as his wife	CNX Gas Company, LLC	Not less than 1/8	782/17
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011028	Ann Marie Lilly Yost	CNX Gas Company, LLC	Not less than 1/8	781/23
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011029	Phillip M. Fulton and Carolyn W. Fulton, both individually, and as husband and wife	CNX Gas Company, LLC	Not less than 1/8	782/30
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011036	Mary Ann Moore, a married woman dealing in her sole and separate property	CNX Gas Company, LLC	Not less than 1/8	783/454
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011037	Ronald Walker	CNX Gas Company, LLC	Not less than 1/8	782/14
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	○AB32/446
			<b>%</b> 116	
Q074011038	Carole Loeffler, a widowed woman	CNX Gas Company, LLC	Not less than 1/8	782/22 0 2 2015
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446

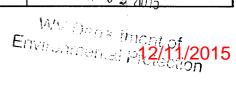
Englishman 12/19/1/20/15

Q074011039	Connie Richmond, a single woman	CNX Gas Company, LLC	Not less than 1/8	781/34
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011040	Samuel A. Mudd Jr. AKA Alex Mudd and Michelle A. Mudd, both individually and as husband and wife	CNX Gas Company, LLC	Not less than 1/8	784/542
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011044	David K. Booth and Barabara J. Booth, both individually and as husband and wife	CNX Gas Company, LLC	Not less than 1/8	783/447
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011041 Q088085000	Amber E. Fisher CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	Not less than 1/8 0%	784/546 AB 32/446
Q074011042	Steven W. Fisher, as legal guardian for Christopher Fisher	CNX Gas Company, LLC	Not less than 1/8	784/549
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011045	Deborah Sellner Potter by her power of attorney, William T. Sellner	CNX Gas Company, LLC	Not less than 1/8	794/373
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011043 Q088085000	Chrystal Sellner CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	Not less than 1/8	787/389 AB 32/446
Q074011021	Bert Bryner and Frances S. Bryner, both individually and as husband and wife	CNX Gas Company, LLC	Not less than 1/8	784/124
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
624140 Q090929000	Consolidation Coal Company CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	0%	646/493 851/220
20.) Q074011048 Q088085000	Margaret Games CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	Not less than 1/8 0%	763/441 AB 32/446
500772-002 Q088085000	Elizabeth Patterson CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	Not less than 1/8 0%	763/437 AB 32/446
Q074011051 Q088085000	Charles J. Wiesner CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	Not less than 1/8	763/429 AB 32/446
Q074011050 Q088085000	John Wiesner CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	Not less than 1/8	11 V1637433 11 AB 32/446S
Q074011052 Q088085000	Kenneth Schmitt CNX Gas Company, LLC	CNX Gas Company, LLC Noble Energy, Inc.	SEP 0  Not less than 1/8  Environment	2 2015 763/421 AB 32/446

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Q074011053	Mary Ellen Sedon	CNX Gas Company, LLC	Not less than 1/8	763/417
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011054	Alfred Kaczorowski, Jr., and Sharon M. Kaczorowski, his wife	CNX Gas Company, LLC	Not less than 1/8	763/425
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011030	Herbert J. Richmond individually, and as a married man and Anna Mae Richmond individually, and as his wife	CNX Gas Company, LLC	Not less than 1/8	782/6
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
2074011031	Jeremy M. Richmond	CNX Gas Company, LLC	Not less than 1/8	782/163
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011034	Darrin C. Richmond individually, and as a married man, Anissa L. Richmond, individually, and as his wife	CNX Gas Company, LLC	Not less than 1/8	782/10
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
2074011032	Norma J. Carter FKA Norma J. Sawyers	CNX Gas Company, LLC	Not less than 1/8	782/192
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
				,
Q074011033	Glenn M. Leyman, a single man	CNX Gas Company, LLC	Not less than 1/8	782/26
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011 <b>02</b> 5	Michael J. Hoskin, individually, and as a married man, and Tricia A. Hoskin, individually, and as his wife	CNX Gas Company, LLC	Not less than 1/8	782/36
2088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
2074011027	Barbara Kosap, a single woman	CNIV Can Commany LLC	Not less than 1/0	702/22
2088085000	CNX Gas Company, LLC	CNX Gas Company, LLC	Not less than 1/8 0%	782/33
20000000	CIVA Gas company, LLC	Noble Energy, Inc.	U70	AB 32/446
2074011026	Phyllis M. Moslander	CNX Gas Company, LLC	Not less than 1/8	783/451
088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
			0,5	70 32,440
Q074011037	Ronald J. Blanton, individually, and as a married man, and Tammy J. Richmond-Blanton, individually, and as his wife	CNX Gas Company, LLC	Not less than 1/8	782/17
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
			RECE	1 /
2074011028	Ann Marie Lilly Yost	CNX Gas Company, LLC	Not less than 1/8	781/23
088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	C/AB 32/446
2074011029	Phillip M. Fulton and Carolyn W. Fulton, both individually, and as husband and wife	CNX Gas Company, LLC	SED	2015

Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011036	Mary Ann Moore, a married woman dealing in her sole and separate	CNX Gas Company, LLC	Not less than 1/8	783/454
	property	city our company, and	1400 less than 1/0	763/434
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011037	Ronald Walker	CNX Gas Company, LLC	Not less than 1/8	782/14
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q088083000	CIVA das company, LEC	Noble Effergy, file.	0%	AD 32/440
Q074011038	Carole Loeffler, a widowed woman	CNX Gas Company, LLC	Not less than 1/8	782/22
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011039	Connie Richmond, a single woman	CNX Gas Company, LLC	Not less than 1/8	781/34
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
	Samuel A. Mudd Jr. AKA Alex Mudd	<del></del>		
0074011040	and Michelle A. Mudd, both	CNV Con Common 11 C	Alah lasa Abaw 1/0	704/545
Q074011040	individually and as husband and	CNX Gas Company, LLC	Not less than 1/8	784/542
	wife			
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
	David K. Booth and Barabara J.			
Q074011044	Booth, both individually and as	CNX Gas Company, LLC	Not less than 1/8	783/447
	husband and wife			
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011041	Amber E. Fisher	CNX Gas Company, LLC	Not less than 1/8	784/546
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
	Steven W. Fisher, as legal guardian			
Q074011042	for Christopher Fisher	CNX Gas Company, LLC	Not less than 1/8	784/549
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
	Deborah Sellner Potter by her		<u> </u>	
Q074011045	power of attorney, William T.	CNX Gas Company, LLC	Not less than 1/8	794/373
Q074011043	Sellner	CIVA Gas Company, LLC	NOC less than 1/6	794/373
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
Q074011043	Chrystal Sellner	CNX Gas Company, LLC	Not less than 1/8	787/389
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
	0			
Q074011021	Bert Bryner and Frances S. Bryner, both individually and as husband	CNX Gas Company, LLC	Not less than 1/8	784/124
Q074011021	and wife	CIAN GUS COMPANY, CCC	1400 1633 (11811 1/0	, 04/ 124
Q088085000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	AB 32/446
C24424	Consolidation Coal Coassass	CNIV Cas Command LLC	Office of Office	ED
624131	Consolidation Coal Company	CNX Gas Company, LLC		nci646/493 851/220
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	SEP 0 2 7	921/220



21.) Q08344200	AEP Generation Resources Inc. and Kentucky Power Company	Noble Energy, Inc.	Not less than 1/8	829/157
22.) 624132	Consolidation Coal Company	CNX Gas Company, LLC	0%	646/493
Q090929000	CNX Gas Company, LLC	Noble Energy, Inc.	0%	851/220

Office of Cil and Gas
SEP 0 2 2015

Wy Department 2/11/2015
Environmental Protection



**FORM** 

THIS EASEMENT AGREEMENT (this "Agreement") dated as of the 12 day of August, 2015 (the "Effective Date"), by and between McElroy Coal Company, a Delaware corporation and The Marshall County Coal Company, a Delaware corporation whose address is c/o Murray American Energy, 46226 National Road, St. Clairsville, Ohio 43950 ("Grantor"), and Noble Energy, Inc., a Delaware corporation, whose address is located at 1000 Noble Energy Dr. Canonsburg, PA 15317("Grantee") (each a "Party," and collectively the "Parties").

#### WITNESSETH:

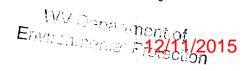
WHEREAS, pursuant to the following agreements: Memorandum of Surface Use Agreement dated effective as of September 30, 2011, and recorded in the County Clerk's office of Marshall County, West Virginia; Memorandum of First and Second Amendments to Surface Use Agreement dated effective as of November 15, 2013 and recorded in the County Clerk's office of Marshall County, West Virginia; and the Corrective Addendum to Second Amendment to Surface Use Agreement dated effective November 15, 2013 (to be recorded in the County Clerk's office of Marshall County, West Virginia), CNX Gas Company LLC, et al. ("CONSOL Granting Entities") made certain surface rights owned or controlled by the CONSOL Granting Entities available for use by Grantee in connection with the exploration, production and development of certain oil and gas rights (all of the foregoing being hereinafter collectively referred to as the "SUA"); and

WHEREAS, by way of a series of mergers, referenced by State of Delaware Certificate of Merger dated November 19, 2013, and recorded in the County Clerk's office of Marshall County, West Virginia; and State of Delaware Certificate of Merger dated November 25, 2013, and recorded in the County Clerk's office of Marshall County, West Virginia, certain of the CONSOL Granting Entities were merged with and into Grantor or affiliates or subsidiaries of Grantor, and, as a result thereof, (a) Grantor owns or controls surface rights in and to the Premises described in Section 1(B), and (b) Grantor is a successor party to said certain CONSOL Granting Entities under the SUA (Grantor and/or one or more Grantor affiliates being a "Coal Party" and/or "Coal Parties" thereunder); and

WHEREAS, Grantee (being a "Gas Party" under the SUA) desires to obtain anonexclusive, limited easement to use the Premises for certain purposes provided for under the SUA. and Grantor is willing to grant Grantee such easement, under the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and adequacy of which are acknowledged, and intending to be legally bound, the Parties agree as follows:

- 1. **EASEMENT GRANT.** Grantor grants to Grantee, subject to the terms and conditions herein:
  - A. TYPE: a non-exclusive easement (the "Easement").
  - RECEIVED B. BURDENED PREMISES: located on, under and through a portion of those lands situate in. Franklin District, Marshall County, West Virginia, being the same land conveyed to Grantor by Quitclaim Deed, Assignment and Bill of Sale, dated November 250 2013;50f



record in the Office of the Recorder of the aforesaid County in Deed Book 811, Page 0001, containing 245.40 acres, more or less, being Tax Maps 05-0001-0003-0000-0500, 05-0001-0010-0000-0500 and 05-0002-0005-0000-0500, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Premises").

C. <u>RIGHTS</u>: to construct, reconstruct, install, lay, use, repair, maintain, improve, alter, replace, operate, inspect, service, and remove roads, pad sites, drilling locations and other surface facilities, and water pipelines reasonably necessary for such Grantee to develop the Oil and Gas Rights with respect to certain subsurface strata underlying the Premises or lands of others (collectively, the "<u>Facilities</u>").

## D. DESCRIPTION OF FACILITIES:1

#### ACCESS ROAD(S)

1. **Number:** one (1).

2. Width: 40 feet.

3. Length: 4,500 feet.

#### WELL PAD(S)

Number: one (1).
 Width: 500 feet.
 Length: 600 feet.

- E. USES: for ingress and egress, and construction of a well pad, and for no other purposes.
- F. <u>EASEMENT ACCESS RIGHTS</u>: with the right to access the Facilities from neighboring, coterminous or adjacent lands through and across such areas of the Premises as may be approved by Grantor from time to time.
- G. <u>LOCATION</u>: The location, width and other bounds of the Easement and the Facilities are shown on **Exhibit A**, and the Easement consists of a strip of land containing forty (40) feet (twenty (20) feet on each side) in width for the access road, as well as 300,000 square feet for the well pad as shown on **Exhibit A** (the "<u>Easement Area</u>").

#### 2. EASEMENT REQUIREMENTS.

A. <u>SURVEY PLAT OF FACILITIES</u>. Grantee shall, at Grantee's expense, deliver an asbuilt/as-drilled plat/survey depicting the location(s) of the Facilities to Grantor promptly upon completion of construction of the Facilities. Grantee shall promptly furnish to Grantor, upon Grantor's request, at Grantee's expense, any existing or future information, other surveys and other data and information with respect to the Premises, the Easement, the Facilities, or Grantee's Operations that Grantee, now or in the future,

SEP 0 2, 2015

Vear Department of Environment at 42/14/2015

Please select the applicable Facility option(s) and complete the relevant information. Inapplicable options should gas be deleted.

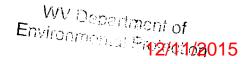
has in its possession or control that is needed or useful in order for Grantor to obtain or to comply with any permits or approvals for Grantor's operations on the Premises or any neighboring, coterminous or adjacent lands or to comply with any Applicable Laws.

- B. <u>TAXES</u>. Grantee shall pay all taxes and any increases assessed by any governmental authorities that are directly attributable to the Easement, the Facilities, or any Grantee Operations or related improvements of Grantee.
- C. ACCESS. In addition to those rights which are inherent with the ownership of the Premises, Grantor shall have access to the Easement from time to time for any purpose.
- D. <u>DIG NOTICE</u>. Grantee agrees to give Grantor written notice not less than three (3) days prior to the commencement of the initial construction and prior to any digging on the Premises.
- E. MARKERS. Readily visible markers of the Facilities shall be installed and maintained by Grantee, and to the extent that the Facilities constitute pipelines, such markers shall be at intervals not to exceed fifty (50) feet along the length of such pipeline(s).
- F. REIMBURSEMENT OF CERTAIN COSTS. Grantee shall reimburse Grantor for any costs associated with the maintenance of that portion of the Premises forming the Easement Area (on the basis of usage or other allocation methodology reasonably calculated to reflect Grantor's use of the Easement Area in proportion to the total use of the Premises by the Parties) and/or any direct or third party costs payable under permits and any third party agreements burdening the Premises.
- 3. **EASEMENT PAYMENT.** This Easement grant shall be royalty-free.
- 4. TERM. This Agreement and all rights granted herein shall terminate automatically (except those provisions that expressly survive expiration or termination), and the Easement shall automatically revert to Grantor, upon the earlier to occur of the following events: (a) twelve (12) months after the Effective Date if Grantee has not commenced the installation of the Facilities on the Premises by such date; (b) termination of Grantor's surface rights in and to the Premises; (c) termination of Grantee's operations with respect to the Easement and the Facilities; (d) any breach by Grantee under this Agreement that remains uncured after the applicable cure period; or (e) if any creditor or lender of Grantee exercises any rights against the Facilities or the Easement grant.

Upon Grantor's request, Grantee shall execute any instruments terminating the Easement, transferring the Easement to Grantor, or its designee, or waiving or releasing any rights of Grantee herein consistent with the foregoing. All obligations of Grantee in this Section 4 shall survive expiration or termination of this Agreement.

5. GENERAL TERMS AND CONDITIONS. All rights and benefits conveyed or created pursuant to this Agreement shall be subject to the following general terms, provisions and conditions:

A. Joint Use. Grantor shall have the right to fully use and enjoy the Premises for Grantor Gas Operations, subject only to the terms and conditions of this Agreement. Gantor geserves



the right to limit any Grantee Operations that would unreasonably interfere with Grantor Operations. Subject to the terms of this Agreement, all Grantee Operations shall be performed in such a manner as not to unreasonably interfere with any Grantor Operations, and all Grantor Operations shall be performed in such a manner as not to unreasonably interfere with any Grantee Operations.

- B. Coordination. Grantee shall coordinate all Grantee Operations with Grantor Operations. The Parties acknowledge that as part of a coordination process specified in Section 5(b) of the SUA, (i) the Grantor will work with Grantee to locate any Grantee wells on the Premises in pillars and barriers to minimize conflicts with Grantor's mining operations, and (ii) Grantor will work with Grantee to locate the Facilities in locations reasonably likely to minimize the likelihood of any required relocation. Each Party, promptly upon becoming aware of any potential operational conflict relative to the Premises, shall provide written notice to the other Party whose Operations will be or are likely to be impacted by such notifying Party's planned operations in, on or under the Premises.
- C. <u>Use Requirements</u>. Grantee, in conducting Grantee Operations, shall comply with the reasonable requirements (as the same may be amended from time to time) of Grantor, including safety plans and programs, operating hours and other relevant regulations and procedures. Notwithstanding the foregoing requirements, each Party shall be solely responsible for initiating, maintaining, implementing, controlling and supervising all health, safety and environmental precautions, rules and programs in connection with their respective Operations.
- D. Permits. Each Party shall be responsible for obtaining all necessary permits, title reports, licenses and bonds related to their respective Operations. Each Party, to the extent practicable, shall cooperate and support the other Party's permitting and regulatory approval activities pertaining to the Premises and, in connection therewith, but subject to the provisions of Section 11, the Parties agree to cooperate in the resolution of all regulatory proceedings and litigation where the rights or obligations of the Parties may be implicated.
- E. <u>Compliance with Permits and Agreements; Maintenance</u>. Grantee shall comply with all applicable permits and agreements burdening the interests of Grantor in the Premises of which Grantee has been notified, and Grantee shall maintain and repair its roads, rights of way, drill sites and other surface facilities, in each case, located on the Premises, in accordance with the terms of all such permits and agreements.
- F. Grantee Activities; Grantor Property. Grantee shall: (i) perform all Grantee Operations in a good and workmanlike manner, in accordance with good and safe construction methods, standards and practices and in compliance with Applicable Laws; (ii) promptly (a) repair any damage to the Premises or any other property of Grantor (collectively) the "Grantor Property") affected by Grantee Operations, or (b) (figure pairs are Gas impossible or impracticable, replace any such Grantor Property that is personal property or a fixture, in each case, in order that the physical condition of the Grantor Property is approximately the same following such Grantee Operations as it was prior thereto; (iii)

WV Department of Environmental Protection keep the Grantor Property free and clear of any mechanics', materialman's or other construction liens or, if any such lien is placed on the Grantor Property, cause any such lien to be released or transferred to security bond within twenty (20) days following the filing thereof against any of the Grantor Property; and (iv) pay for all costs of such Grantee Operations at its sole cost and expense. Notwithstanding anything in this Agreement to the contrary, Grantor shall not have any liability for any damage, alteration, change or modification of any Facilities or other property of Grantee caused by any subsidence relating to mining operations in, on or under the Premises. For the avoidance of doubt, the obligations contained in this Section 5(F) shall survive the expiration or termination of this Agreement.

- G. Relocation. If at any time the location of any Facilities (or wells associated therewith) or Grantee Operations is reasonably expected by Grantor to interfere with its present or planned Grantor Operations (whether such operations or uses relate to Grantor's coal. surface, oil, gas or otherwise), then upon the written request of Grantor, Grantee shall, in coordination with Grantor, (i) subject to Sections 5(H) and 5(I) with respect to wells, relocate such interfering Facility and/or Grantee Operation to another location within the Premises (which location may be within a Coal Area or within a Non-Coal Area), and (ii) Grantor shall deliver to Grantee an easement with respect to such new location that is materially consistent with the Easement and on substantially the same terms and conditions. Grantor's right to cause Grantee to relocate the Easement (or the Facilities or Grantee Operations permitted hereunder), but excluding in all cases any well, may not be exercised more than once with respect to this Agreement and/or the Facilities or Grantee Operations permitted hereunder unless the costs of relocation is borne by Grantor. Except to the extent provided in the preceding sentence and in Section 5(1), all costs and expenses of Grantee associated with any such relocation shall be borne 100% by Grantee. For the avoidance of doubt, the relocation obligations contained in this Section 5(G) shall survive the expiration or termination of this Agreement.
- H. <u>Coal Areas</u>. Subject to the terms hereof, Grantee shall have the right to locate and drill oil and gas wells attributable to the Oil and Gas Rights in the Coal Areas of the Premises.
  - 1. Prior to drilling any such well in a Coal Area of the Premises, Grantee shall obtain the written consent of Grantor to drill such well in such Coal Area. Upon the receipt of a written request from Grantee (which request shall include the proposed drilling location for such well), Grantor shall elect one of the following options with respect to such well: (a) consent to such well and approve the proposed location, and thereafter such well shall be considered a "Protected Well" for purposes of Section 5(I)(2); (b) consent to such well but not approve the proposed location of such well (a "Non-Protected Well"), in which case Grantee shall be entitled to drill such Non-Protected Well on such proposed location, but the provisions of Section 5(H)(2) shall apply to such Non-Protected Well, its associated reserves and any related Facilities; or (c) not consent to such well and not approve the proposed location; provided that if Grantor elects the option set forth in subsection (c) of this Gas Section 5(H)(1), Grantor shall meet with Grantee in order to attempt to locate a

mutually acceptable location for such proposed well (which location, for the avoidance of doubt, may or may not result in such well, when drilled, being a "Protected Well" for purposes of Section 5(I)(2)).

- 2. If Grantor requests that a Non-Protected Well be relocated pursuant to Section 5(G), Grantee shall properly plug and abandon, at its sole cost and expense and without compensation from Grantor, such Non-Protected Well for mine through in accordance with Applicable Law. For the avoidance of doubt, if Grantor mines through Grantee's Non-Protected Well, Grantee will bear 100% of the loss of the value of such Non-Protected Well without any compensation from such Grantor.
- 3. For the avoidance of doubt, the obligations contained in this Section 5(H) shall survive the expiration or termination of this Agreement.
- I. Non-Coal Areas. Subject to the terms hereof, Grantee shall have the right to locate and drill oil and gas wells attributable to the Oil and Gas Rights in the Non-Coal Areas of the Premises.
  - 1. Any well that is drilled by Grantee on a location that was in a Non-Coal Area at the time such well was drilled is referred to herein as a "Protected Well".
  - 2. If Grantor requests that a Protected Well be relocated pursuant to Section 5(G), the following provisions will apply: (a) Grantee shall properly plug and abandon such Protected Well for mine through in accordance with Applicable Law, (b) Grantor shall reimburse Grantee for 100% of the reasonable and documented costs and expenses associated with such plugging and abandonment operations, (c) Grantor shall compensate Grantee for the value of such plugged and abandoned Protected Well and the proved developed producing oil and gas reserves lost due to such Coal Party's mining operations which caused the relocation of such Protected Well, and (d) subject to the provisions of Schedule 5(i) of the SUA, Grantor shall compensate Grantee for the value of the lease(s) underlying such plugged and abandoned Protected Well. The value of such Protected Well, the proved developed producing oil and gas reserves and the underlying lease(s), in each case, for which the Gas Party is entitled to compensation pursuant to this Section 5(I) shall be determined pursuant to the procedures set forth on Schedule 5(i) of the SUA.
  - 3. For the avoidance of doubt, the obligations contained in this Section 5(I) shall survive the expiration or termination of this Agreement.
- 6. <u>INDEPENDENT CONTRACTORS</u>. This Agreement does not make either Party an employee, contractor, partner, joint venturer, agent or representative of the other Party.
- 7. SECURITY. Grantee shall be responsible for Grantee Parties' security, including the security of all Grantee Parties' property brought onto, located at, or constructed in or upon the Premises.

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WAY Department of 12/11/2015

8. PROHIBITED ACTIVITIES. Grantee shall not permit animals, alcohol, drugs, firearms, hunting or any unlawful activity of any kind at the Premises. Grantee shall not dump or dispose of any waste or refuse in, on or under any portion of the Premises. Grantee shall not permit any operation or activity to be conducted at the Premises except as otherwise specifically permitted or otherwise required in this Agreement.

### 9. No Conveyance; No Warranties of Title; Disclaimers.

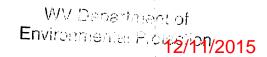
- A. No warranty of title is made by Grantor with respect to the Premises, whether express implied or statutory, and Grantee acknowledges that the Facilities will be constructed, and Grantee Operations undertaken, at Grantee's sole risk.
- B. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED. AND EXPRESSLY DISCLAIMS ALL LIABILITY REPRESENTATION, WARRANTY, RESPONSIBILITY FOR ANY STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO GRANTEE OR ANY OF ITS AFFILIATES. EMPLOYEES. AGENTS. CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO GRANTEE BY A MEMBER OR AFFILIATE OF GRANTOR). GRANTOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO (I) THE QUALITY OF, OR SUITABILITY FOR ANY PURPOSE OF, THE PREMISES, (II) THE CONTINUED AVAILABILITY OF THE PREMISES, OR (III) ANY CONDITION, ENVIRONMENTAL OR OTHERWISE, RELATING TO THE PREMISES, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY. GRANTEE SHALL BE DEEMED TO BE USING THE PREMISES "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, AND GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE. THE PARTIES AGREE THAT. TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 9 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.
- 10. Remedies. In the event either Party fails to comply with any of the terms, covenants or conditions of this Agreement, the other Party suffering such default shall be entitled to seek damages, injunctive relief and any other remedies available under Applicable Law or in equity. If it becomes necessary for Grantor or Grantee to file a suit to enforce this Agreement or any provisions contained herein, the Party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred by such prevailing Party.

11. Release; Indemnity; Waiver of Certain Damages.

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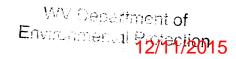
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- A. Grantee shall be responsible for, shall pay on a current basis, and hereby releases, defends, indemnifies and holds harmless the Grantor Parties from and against any and all liabilities, whether or not relating to third party Claims or incurred in the investigation or defense of any of the same, arising from, based upon, related to or associated with Claims for bodily injury, illness or death arising out of or related to the Facilities or Grantee Operations, including the use of the Easement.
- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION ARISING FROM OR CAUSED BY THE ACTION OR INACTION OR COMPARATIVE OR SOLE NEGLIGENCE OF SUCH PARTY UNDER THIS AGREEMENT. EACH PARTY RELEASES THE OTHER PARTY AND SUCH PARTY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES FROM, AND COVENANTS NOT TO SUE ANY OF THEM FOR, ANY SUCH SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR BUSINESS INTERRUPTION.
- C. The provisions of this Section 11 shall not restrict any Party's right to seek injunctive relief or specific performance. Each Party shall be entitled to enforce specifically the terms and provisions of this Agreement in addition to any other remedy to which such holder may be entitled at Applicable Law, in equity or otherwise.
- 12. PRIOR ENCUMBRANCES. This Agreement shall be subject and subordinate to any and all encumbrances, easements, licenses, rights-of-way, servitudes, permits, encroachments, gores, strips, roadways, estates, covenants, conditions, exceptions, reservations, restrictions, disputes, closure errors, prior grants, including, without limitation, grants or reservations of coal, oil, gas or other minerals and mining rights and restrictions, now or hereafter granted or reserved by Grantor or any predecessor in title, apparent with a physical inspection of the Premises, implied by law or shown, or referred to, by grants or instruments, unrecorded or of record. Grantor shall be under no obligation hereunder to preserve the Premises or its rights thereto by payment of fee or other obligation to incur costs or expenses.
- 13. Surrender. Upon the expiration or termination of this Agreement, the Facilities or any portion thereof shall either (a) be removed by Grantee, at Grantee's sole cost and expense, or (b) if acceptable to Grantor, be surrendered and remain in place on the Premises and become the property of Grantor, at no cost to Grantor or any payment to Grantee. Grantee shall, at its sole cost and expense, restore the Premises to substantially the same condition as existed prior to the installation of the Facilities, except as Grantor may otherwise agree. In the event that the Facilities or any portion thereof shall be surrendered and remain in place on the Premises and become the property of Grantor, then upon request of Grantor, Grantee shall execute a Bill of Sale or other transfer documents transferring the Facilities to Grantor, or its designee, consistent with the foregoing. All obligations of Grantee in this Section 13 shall survive the expiration or termination of this Agreement.
- 14. <u>RECLAMATION</u>. Grantee shall promptly commence and diligently pursue reclamation of all disturbed areas of the Premises related to the Facilities or to Grantee Operations in accordance with Applicable Laws. Upon completion of reclamation, Grantee Parties shall



- remove all equipment and personal property placed upon the Premises. The obligations of Grantee in this Section 14 shall survive the expiration or termination of this Agreement.
- 15. ASSUMPTION OF RISK. Grantee knowingly and voluntarily accepts and assumes all risks and hazards associated with the Premises and Grantee Operations, including, but not limited to, possible injury, damage or loss of life and any resulting Claims. Grantee accepts all risk of damage from the condition of the Premises or any past, present or future subsidence of the surface thereof, and Grantee hereby accepts all risk of damage to the Facilities, the Easement Area, Grantee Parties or any property of Grantee from the condition of the Premises or such subsidence in, on or under the Premises.
- 16. ASSIGNMENT. Grantee agrees not to transfer, assign, sublet, pledge or encumber, in whole or in part, this Agreement, the Easement, the Facilities or the rights granted herein without Grantor's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted transfer in violation of the provisions above shall be void and of no force or effect.
- 17. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted transferees, successors and assigns and is for their sole benefit.
- 18. <u>THIRD PARTY BENEFICIARIES</u>. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 19. Entire Agreement. This Agreement includes all the agreements and stipulations between the Parties pertaining to the subject matter hereof, and no representations, oral or written, have been made, modifying, adding to, or changing the terms hereof.
- 20. <u>COMPLIANCE WITH LAWS</u>. Grantee shall comply in all material respects with all Applicable Laws which at any time now or in the future may apply to the Facilities, the Easement Area, the Premises or the Grantee Operations.
- 21. GOVERNING LAW. This Agreement shall be governed by the law of the state in which the Premises is situated, without regard to such state's conflicts of law provisions; provided, however, that if the Premises straddles multiple states, the applicable law shall be that in which the largest portion of the Premises is situated.
- 22. <u>DEFAULT</u>. Grantee agrees to materially abide by and perform all terms, covenants and conditions of this Agreement, and if any default thereof exists, and Grantee fails to correct said default within fifteen (15) days after written notification of such default, then Grantor shall have the option to either (a) terminate this Agreement, and all rights and privileges hereunder shall absolutely terminate except those provisions that expressly survive expiration or termination hereof, or (b) cure any such default, and Grantee shall promptly pay to Grantor all amounts expended, or advanced by Grantor in connection with such cliative measures.

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- 23. <u>RESERVATIONS</u>. Grantor excepts from the Easement, and reserves unto Grantor and Grantor's successors and assigns, any rights not expressly granted to Grantee under this Agreement. Grantor shall have the right to enter upon the surface of the Premises to make all surveys necessary to Grantor Operations as well as its operations in neighboring, coterminous or adjacent lands. The rights herein reserved are in addition to those which are inherent with the ownership of coal, oil, gas and other minerals.
- 24. <u>Insurance Requirements</u>. Grantee agrees to keep and maintain at all times during the term of this Agreement, and to cause its Grantee Parties who enter the Premises to keep and maintain, insurance coverages and amounts reasonably acceptable to Grantor, including without limitation, the insurance requirements set forth on <u>Exhibit "B"</u>.
- 25. <u>AMENDMENTS</u>. No modification, amendment, or change of this Agreement shall be valid or binding unless the same is in writing and signed by both Parties.
- 26. **<u>DEFINITIONS.</u>** Capitalized terms used herein, and not otherwise defined, shall have the following meanings:
  - A. "Affiliates" shall mean any individual, corporation, partnership, limited liability company or other entity that, now or in the future, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the given entity. For this purpose, "control" means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract, or otherwise).
  - B. "Applicable Laws" shall mean all federal, state, local, municipal, laws, statutes, codes, acts, constitutions, ordinances, judgments, decrees, injunctions, advisories, circulars, orders, resolutions, rules, regulations, permits, licenses, authorizations, administrative orders, standards, directives, and other requirements of any governmental entity, whether now or hereafter enacted, created or promulgated, of any kind or nature, including, without limitation, all zoning, land use, building, health, security and environmental laws.
  - C. "Claims" shall mean any and all losses, suits, proceedings, actions, or causes of action, in law or at equity, demands, penalties, fees, charges, assessments, liabilities (including, without limitation, environmental or natural resources liability or damages), damages, claims, judgments, and executions, costs and expenses of any kind, fines taxes, interest, including, without limitation, attorney's fees, expert's fees, court costs and other out-of-pocket fees) and disbursements, whether existing or incurred or asserted in the future, in connection with: (i) any such claim or the defense thereof, (ii) amounts paid in settlement, orders, liens, or decrees, or (iii) any injury of any kind and nature to persons (including sickness, illness and death), mines, wells, or property claims or to the Premises, natural resources, and (iv) consequential, punitive damages, contribution or indemnity, and with respect to any of the foregoing, whether known or unknown, foreseen or unforeseen, contingent or otherwise, whether threatened or actual, direct or indirect, and whether sustained or brought by or against any Grantee Parties, any Grantor Parties or any other persons or entities.

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- D. "Coal Area" means, at any time, that portion of the Premises (i) where mining operations are being conducted by Grantor at such time or (b) which is included in Grantor's ten year mining plan as of such time.
- E. "Grantor Operations" shall mean Grantor Parties' use and occupancy of the Premises and all activities and operations of any Grantor Parties conducted on, from or underlying the Premises.
- F. "Grantee Operations" shall mean any Grantee Parties' use and occupancy of the Premises and all activities and operations of any Grantee Parties conducted on, from or underlying the Premises, including all activities in connection with the Easement and the rights granted herein.
- G. "Grantee Parties" shall mean Grantee and its Affiliates and each of their respective shareholders, partners, directors, officers, members, employees, consultants, contractors, subcontractors, agents, visitors, licensees, invitees, successors and assigns.
- H. "Grantor Parties" shall mean Grantor and its Affiliates and each of their respective shareholders, partners, directors, officers, members, employees, consultants, contractors, subcontractors, agents, visitors, licensees, invitees, successors and assigns.
- I. "Non-Coal Area" means, at any time, that portion of the Premises that is not a Coal Area at such time.
- J. "Oil and Gas Rights" shall have the meaning ascribed thereto in the SUA.
- K. "Section" shall mean a Section of this Agreement, and "Exhibit" shall mean an Exhibit to this Agreement, except as otherwise expressly indicated.
- 27. CONFLICT. Grantor and Grantee acknowledge and agree that this Agreement is subject to the terms and conditions set forth in the SUA as each of their respective interests appear of record with respect to the subject matter hereof and thereof. In the event of a conflict between the terms and provisions of this Agreement and any Exhibit hereto and the terms and provisions of the SUA, the terms and provisions of the SUA shall govern and control; provided, however, that the inclusion of any term or provision in this Agreement or the Exhibits hereto not addressed in the SUA shall not be deemed a conflict, and all such additional terms and provisions shall be given full force and effect, subject to this Section 27.

#### [SIGNATURES ON FOLLOWING PAGE]

RECEIVED
Office of UE and Gas

SEP 0 2 2015

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WITNESS the due execution, Grantor and Grantee execute this Agreement as of the Effective Date.

WITNESS/ATTEST:

**GRANTOR:** 

McElroy Coal Company

Carheri R. Parsons

By: Sport O. WITT, SKREIN

The Marshall County Coal Company

Cartuny B. Pasen

By: SASON D. WITT, SECRETARY

WITNESS/ATTEST:

**GRANTEE:** 

NOBLE ENERGY, INC.

By:

42

Casey M. Kimble Attorney-in-Fact

Exhibits:

Exhibit A: Premises and Easement Description/Map

Exhibit B: Insurance

PREPARED BY/RETURN TO:

Noble Energy, Inc.
Attention: Land Department
1000 Noble Energy Drive
Canonsburg, PA 15317

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Office of Off and Gas

SEP 0 2 2015

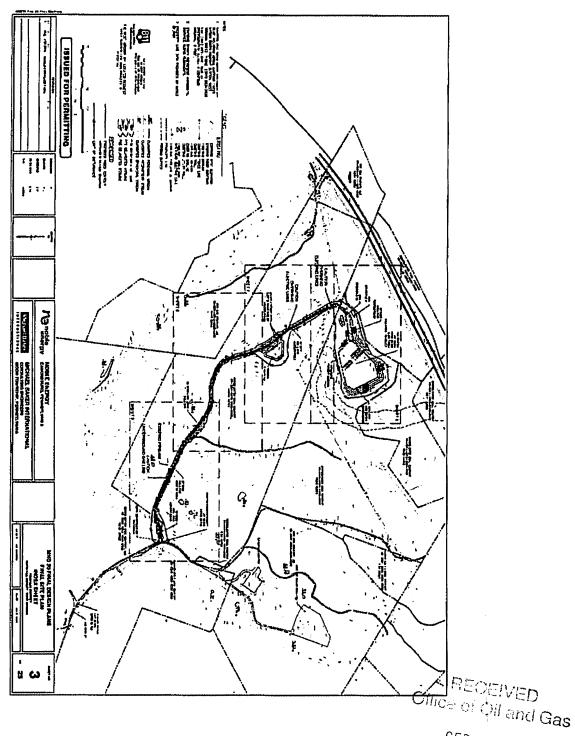
# **ACKNOWLEDGEMENTS**

STATE OHIO	1-1
COUNTY OF BELMONT	: ss. :
On this, the 12th day of Aun	ws, 2015 before me the undersigned officer,
personally appeared Toser 0. W	, who acknowledged himself/herself to be the
	by Coal Company, a Delaware corporation, and that
	to do so, executed the foregoing instrument for the
	name of the scenario by himself/herself as
such officer.	by minsentinersen as
GARY M. BROADBENT Notary Public, State of Ohio My Commission Has No Expiration Date	Notary Public
COUNTY OF BELMONT  On this, the 12 H day of Aven	: ss. : www., 2015 before me the undersigned officer,
personally appeared Jose D. N	Ji 77, who acknowledged himself/herself to be the
	rshall County Coal Company, a Delaware corporation,
	orized to do so, executed the foregoing instrument for
	the name of the Someon by himself/herself
as such officer.	o, theo, innistration
as such officer.	
In witness whereof, I hereunto set n	ny hand and official seal.
In witness whereof, I hereunto set n	ny hand and official seal.
	RECEIVED Notary Public Office of Oil and Gas

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF WASHINGTON : ss.
On this 25th day of August , 2015, before me,
the undersigned officer, personally appeared <u>Casey M. Kimble</u>
, as Attorney-in-fact of Noble-Energy, Inc., a(n)
Corporation, and acknowledges that, being authorized to do so, the above-referenced
individual and officer of said entity executed the foregoing instrument for the purposes and
consideration therein contained.
In witness whereof, I hereunto set my hand and official seal.
COMMONWEALTH OF PENNSYLVANIA  Notarial Seal  Notarial Seal  Jiil A. Morrow, Notary Public Cecil Twp., Washington County My Commission Expires Jan. 9, 2017  MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES  Notary Public

Exhibit A

PREMISES AND EASEMENT DESCRIPTION/MAP



SEP 0 2 2015

Wy Department of Environment of 12/14/2015

## Exhibit B

## **INSURANCE REQUIREMENTS**

GENERAL LIABILITY (Comprehensive or Commercial Insurance)	For bodily injury and property damage, including, without limitation, Products/Completed Operations, Independent Contractors, Contractual Liability, and Premises Operations,  \$1,000,000 combined single limit per occurrence  With a deductible acceptable to Grantor
CONSTRUCTION	During any construction on the Premises, Products/Completed Operations coverage for two (2) years following the final payment to any contractor or subcontractor performing the construction work and if any demolition work is to be performed, general liability coverage must be increased to \$5,000,000 combined single limit per occurrence
WORKERS' COMPENSATION	Statutory Limits, or  Evidence that Grantee is a "Qualified Self Insurer"
EMPLOYER'S LIABILITY	\$1,000,000 each bodily injury by accident \$1,000,000 policy limit for bodily injury by disease \$1,000,000 each employee bodily injury by disease
COMMERCIAL AUTOMOBILE	For bodily Injury and property damage covering owned, non-owned and hired automobiles with at least \$1,000,000 combined single limit per occurrence
UMBRELLA/EXCESS LIABILITY	For (bodily injury and property damage) with contractual liability insurance to cover liability assumed under this Agreement, with at least \$9,000,000 combined single limit per occurrence  Which must extend over and above the required Comprehensive or Commercial General Liability, Employer's Liability, and Automobile Bodily Injury and Property Damage Liability limits

### **ADDITIONAL INSURED(S)**

Grantor and any Grantor Parties specified by Grantor must be named as additional insureds on all Liability Insurance specified above.

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Emmonarence Protection

### **POLICY REQUIREMENTS**

All insurance policies shall be: (i) primary, and non-contributory; (ii) written on an occurrence basis, except as permitted below; (iii) include a waiver of subrogation against Grantor and Grantor Parties, where permitted by law; (iv) maintained without interruption from the date of commencement of any Grantee Operations until Grantee and all equipment, machinery, materials and other property of Grantee have been removed from the Premises; and (v) issued by insurance companies having an A.M. Best rating of at least A-VII or better and authorized to do business in the state where the Premises is located. All policies of insurance shall include a written undertaking from the insurer to notify all insureds and additional insureds at least ten (10) days' prior to cancellation for nonpayment of premiums, and at least thirty (30) days' prior to cancellation, expiration or modification of coverage for any other reason. Grantee does not have the right to self-insure any and all coverages required above other than Worker's Compensation Insurance. Insurance may be written on a claims made basis by Grantee (but not by any of its contractors, sub-contractors or agents), if and only if any and all claims made policies expressly include a retroactive coverage date that is on or before the Effective Date, and that any replacement policies issued during any time that this Agreement is effective also include a retroactive coverage date that is on or before the Effective Date. With respect to any and all Claims against Grantor or any Grantor Parties by any employee of Grantee Parties, the indemnification obligations under this Agreement shall not be reduced in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Grantee or any Grantee Party under workers' or workmen's compensation acts, disability acts or other employee benefit acts.

#### **CERTIFICATE OF INSURANCE**

Prior to the commencement of any Grantee Operations on the Premises, Grantee will issue certificates of insurance or evidence of self-insurance satisfying the foregoing insurance requirements, disclosing deductibles and any self-insurance. The certificates of insurance, both current and renewals, will be provided to Grantor prior to Grantee performing any Grantee Operations and from time to time upon request of Grantor, addressed as follows:

	RAY ENTII		_
Attn:	TASOM	<b>)</b> .	W177
462,	26 NATIO	VAL LO	×0
	CLAHASTIFE		
	44) 378		

#### CONTRACTORS, SUBCONTRACTORS AND AGENTS

Grantee shall require each of its contractors, subcontractors and agents who enter the Premises to obtain and maintain all of the foregoing coverages under the terms and conditions set forth above, and Grantor and Grantor Parties specified by Grantor shall be named as additional insureds thereon.

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Office of Cill and Gas
SEP 0 2 2015

W// Department of Environmental And April 10/2015



Office of Oil & Gas 601 57<sup>th</sup> street, SE Charleston, WV 25304-2345

Re: Drilling Under Roads

To Whom It May Concern:

Noble Energy, Inc. has the right to drill, stimulate and produce wells that are drilled under the County and State Roads as designated on the plats.

Should you have any questions or desire additional information, please do not hesitate to contact me at dee.swiger@nblenergy.com or 724-820-3061.

Sincere

Dee Swiger

Regulatory Analyst III

DS/

**Enclosures:** 

Office of Oil and Gas

SEP 0 2 2015

VVV Departm12/11/2015 Environmental Protection

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE CERTIFICATION

	ce Certification: 8/28/15	API No. 47- 051	01867
		Operator's Well No.	MND 20 AU
		Well Pad Name: M	ND 20
	Deen given: the provisions in West Virginia Code to tract of land as follows:	§ 22-6A, the Operator has provided the required parti	es with the Notice Forms listed
State:	West Virginia	Easting: 516848.42	i Tanananan
County:	051-Marshall	UTM NAD 83 Northing: 4411315.16	9
District:	Franklin	Public Road Access: Taylors Rid	e Road
Quadrangle:	Powhatan Point	Generally used farm name: Murray Ene	9y
Watershed:	huc-10 Short Creek - Ohio River		1
information r of giving the requirements Virginia Cod	equired by subsections (b) and (c), se surface owner notice of entry to su of subsection (b), section sixteen o	bed in subdivisions (1), (2) and (4), subsection (b), ection sixteen of this article; (ii) that the requirement arvey pursuant to subsection (a), section ten of this of this article were waived in writing by the surface tender proof of and certify to the secretary that the notat.	was deemed satisfied as a result article six-a; or (iii) the notice owner; and Pursuant to West
that the Ope	West Virginia Code § 22-6A, the Operator has properly served the require	perator has attached proof to this Notice Certification and parties with the following:	OOG OFFICE USE
I LEASE CIT			ONLY
		■ NOTICE NOT REQUIRED BECAUSE NO SEISMIC ACTIVITY WAS CONDUCTED	ONLY  RECEIVED/ NOT REQUIRED
☐ 1. NO	FICE OF SEISMIC ACTIVITY or		☐ RECEIVED/ NOT REQUIRED
□ 1. NO	FICE OF SEISMIC ACTIVITY or	SEISMIC ACTIVITY WAS CONDUCTED	☐ RECEIVED/ NOT REQUIRED
□ 1. NO	FICE OF SEISMIC ACTIVITY or	SEISMIC ACTIVITY WAS CONDUCTED  VEY or NO PLAT SURVEY WAS CONDUCTE  NOTICE NOT REQUIRED BECAUSE  NOTICE OF ENTRY FOR PLAT SURVEY	☐ RECEIVED/ NOT REQUIRED  ☐ RECEIVED/ NOT REQUIRED
□ 1. NO	FICE OF SEISMIC ACTIVITY or	SEISMIC ACTIVITY WAS CONDUCTED  VEY or  NO PLAT SURVEY WAS CONDUCTED  NOTICE NOT REQUIRED BECAUSE  NOTICE OF ENTRY FOR PLAT SURVEY  WAS CONDUCTED or  WRITTEN WAIVER BY SURFACE OWNE	☐ RECEIVED/ NOT REQUIRED  ☐ RECEIVED/ NOT REQUIRED
□ 1. NO' □ 2. NO □ 3. NO □ 4. NO	TICE OF SEISMIC ACTIVITY or  TICE OF ENTRY FOR PLAT SURV	SEISMIC ACTIVITY WAS CONDUCTED  VEY or  NO PLAT SURVEY WAS CONDUCTED  NOTICE NOT REQUIRED BECAUSE  NOTICE OF ENTRY FOR PLAT SURVEY  WAS CONDUCTED or  WRITTEN WAIVER BY SURFACE OWNE	RECEIVED/ NOT REQUIRED  D RECEIVED  RECEIVED/ NOT REQUIRED

**Required Attachments:** 

The Operator shall attach to this Notice Certification Form all Notice Forms and Certifications of Notice that have them provided to the required parties and/or any associated written waivers. For the Public Notice, the operator shall attach a option the Class II Legal Advertisement with publication date verification or the associated Affidavit of Publication. The attached Notice Forms and as Certifications of Notice shall serve as proof that the required parties have been noticed as required under West Virginia Code § 22-6A. Pursuant to West Virginia Code § 22-6A-11(b), the Certification of Notice to the person may be made by affidavit of personal service, the return receipt card or other postal receipt for certified mailing.

WV Department of Environmental Protection

12/11/2015

WW-6AC (1/12)

## Certification of Notice is hereby given:

, have read and understand the notice requirements within West Virginia Code § 22-THEREFORE, I Dee Swiger 6A. I certify that as required under West Virginia Code § 22-6A, I have served the attached copies of the Notice Forms, identified above, to the required parties through personal service, by registered mail or by any method of delivery that requires a receipt or signature confirmation. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this Notice Certification and all attachments, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Well Operator:

Noble Energy, Inc

By:

Dee Swiger Regulatory Analyst III

Its: Telephone:

724-820-3061

Address:

1000 Noble Energy Drive

Canonsburg, PA 15317

724-416-5248 Facsimile:

Email:

dee.swiger@nblenergy.com

COMMONWEARTH OF PENNSYLVANIA

NOTARIAL SEAL Regina Logue, Notary Public New Sewickley Twp., Beaver County My Commission Expires July 7, 2018

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Subscribed and sworn before me this 126 day of Hugust

Notary Public

My Commission Expires 07/07/2018

Oil and Gas Privacy Notice:

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

Office of Oil and Gas

WV Department of Environmental Protection

12/11/2015

API NO. 47- 051 - 01867

OPERATOR WELL NO. MND 20 AU

Well Pad Name: MND 20

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE OF APPLICATION

Noti	ce Time Requireme	ent: notice shall be prov	ided no later than the filing date of permit application.	
Date	of Notice 8/29/15	Date Permit Applica	ntion Filed: 8 3815	
	ce of:			
<u> </u>	PERMIT FOR AN' WELL WORK		ICATE OF APPROVAL FOR THE RUCTION OF AN IMPOUNDMENT OR PIT	
Deli	verv method pursu	ant to West Virginia C	Code § 22-6A-10(b)	
_				
	PERSONAL SERVICE	REGISTERED MAIL	METHOD OF DELIVERY THAT REQUIRES A RECEIPT OR SIGNATURE CONFIRMATION  That the filing date of the application, the applicant for a permit for any well work  That the filing date of the application, the applicant for a permit for any well work  That the filing date of the application, the applicant for a permit for any well work  That the filing date of the application, the applicant for a permit for any well work  That the filing date of the application, the applicant for a permit for any well work  That the filing date of the application, the applicant for a permit for any well work  That the filing date of the application is a permit for any well work  That the filing date of the application is a permit for any well work  That the filing date of the application is a permit for any well work  That the filing date of the application is a permit for any well work  That the filing date of the application is a permit for any well work  That the filing date of the application is a permit for any well work  That the filing date of the application is a permit for any well work  That the filing date of the application is a permit for any well work  That the filing date of the application is a permit for any well work  That the filing date of the application is a permit for a per	
the soil a description of the soil and description open more well imperior properties. The substitution of	surface of the tract on and gas leasehold being tribed in the erosion a rator or lessee, in the e coal seams; (4) The lawork, if the surface oundment or pit as doe a water well, spring wide water for consumposed well work actives section (b) of this sectords of the sheriff requision of this article to the R. § 35-8-5.7.a receiver purveyor or surface	which the well is or is p ng developed by the prop- ind sediment control plant event the tract of land on owners of record of the tract is to be used for the escribed in section nine of or water supply source longition by humans or dome tity is to take place. (c)(1) tion hold interests in the uired to be maintained put to the contrary, notice to a quires, in part, that the op- e owner subject to notice	This article, and the well plat to each of the following persons: (1) The owners of roposed to be located; (2) The owners of record of the surface tract or tracts over osed well work, if the surface tract is to be used for roads or other land disturbant is submitted pursuant to subsection (c), section seven of this article; (3) The coal which the well proposed to be drilled is located [sic] is known to be underlain be surface tract or tracts overlying the oil and gas leasehold being developed by the placement, construction, enlargement, alteration, repair, removal or abandonme of this article; (5) Any surface owner or water purveyor who is known to the applicated within one thousand five hundred feet of the center of the well pad which the state animals; and (6) The operator of any natural gas storage field within which of the applicant may serve the documents required upon the person described lands, the applicant may serve the documents required upon the person described arsuant to section eight, article one, chapter eleven-a of this code. (2) Notwithstate lien holder is not notice to a landowner, unless the lien holder is the landowner of and water testing as provided in section 15 of this rule.	nce as owner, oy one or proposed nt of any icant to n is used to the in d in the anding any w. Va.
IZI S	SURFACE OWNER	(s)	E&S Plan Notice	
Na	me: Murray Energy (Con	solidation Coal Company)	Name: Murray Energy (Consolidation Coal Company) Address: 46226 National Road	
	dress: 46226 National R	oad	St. Clairsville, OH 43950	
	Clairsville, OH 43950		COAL ODED ATOP	
			Nome: same as above	
Ad	dress:		Address:	
-	on own in	( ) (D - 1 - d/an Othor		
	SURFACE OWNER	(s) (Road and/or Other	SURFACE OWNER OF WATER WELL	
Na	me: Consol Mining Comp	bany, LLC	AND/OR WATER PURVEYOR(s)	
	Idress: 1000 Consol Ene	ergy Drive		
-			A divinger	
			Address.	SEIVED
Ac	ddress:		OPERATOR OF ANY NATURAL GAS STORAGE	FIELD
		A A Ar and a second	Pits) Name:	did Gas
N	ame:	R(s) (Impoundments or F	Address:SEP	0 2 2015
A			*Please attach additional forms if necessary	
_			*Please attach additional forms if necessary	artment of
			Environmen	Protection

API NO. 47- 051	1867
OPERATOR WELL NO.	MND 20 AU
Well Pad Name: MND 20	

Notice is hereby given:

Pursuant to West Virginia Code § 22-6A-10(b), notice is hereby given that the undersigned well operator has applied for a permit for well work or for a certificate of approval for the construction of an impoundment or pit.

#### This Notice Shall Include:

Pursuant to W. Va. Code § 22-6A-10(b), this notice shall include: (1) copies of the application; (2) the erosion and sediment control plan required by section seven of this article; and (3) the well plat.

Pursuant to W. Va. Code § 22-6A-10(f), this notice shall include: (1) a statement of the time limits for filing written comments; (2) who may file written comments; (3) the name and address of the secretary for the purpose of filing the comments and obtaining additional information; and (4) a statement that the persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water.

Pursuant to W. Va. Code R. § 35-8-5.7.a, the operator shall provide the Well Site Safety Plan to the surface owner and any water purveyor or surface owner subject to notice and water testing as provided in section 15 of this rule.

Pursuant to W. Va. Code R. § 35-8-15.2.c, this notice shall: (1) contain a statement of the surface owner's and water purveyor's right to request sampling and analysis; (2) advise the surface owner and water purveyor of the rebuttable presumption for contamination or deprivation of a fresh water source or supply; advise the surface owner and water purveyor that refusal to allow the operator to conduct a pre-drilling water well test constitutes a method to rebut the presumption of liability; (3) advise the surface owner and water purveyor of his or her independent right to sample and analyze any water supply at his or her own expense; advise the surface owner and water purveyor whether or not the operator will utilize an independent laboratory to analyze any sample; and (4) advise the surface owner and or water purveyor that he or she can obtain from the Chief a list of water testing laboratories in the subject area capable of and qualified to test water supplies in accordance with standard acceptable methods.

Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57th Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting www.dep.wv.gov/oiland-gas/pages/default.aspx.

## Well Location Restrictions

Pursuant to W. Va. Code § 22-6A-12, Wells may not be drilled within two hundred fifty feet measured horizontally from any existing water well or developed spring used for human or domestic animal consumption. The center of well pads may not be located within six hundred twenty-five feet of an occupied dwelling structure, or a building two thousand five hundred square feet or larger used to house or shelter dairy cattle or poultry husbandry. This limitation is applicable to those wells, developed springs, dwellings or agricultural buildings that existed on the date a notice to the surface owner of planned entry for surveying or staking as provided in section ten of this article or a notice of intent to drill a horizontal well as provided in subsection (b), section sixteen of this article was provided, whichever occurs first, and to any dwelling under construction prior to that date. This limitation may be waived by written consent of the surface owner transmitted to the department and recorded in the real property records maintained by the clerk of the county commission for the county in which such property is located. Furthermore, the well operator may be granted a variance by the secretary from these distance restrictions upon submission of a plan which identifies the sufficient measures, facilities or practices to be employed during well site construction, drilling and operations. The variance, if granted, shall include terms and conditions the department requires to ensure the safety and protection of affected persons and property. The terms and conditions may include insurance, bonding and indemnification, as well as technical requirements. (b) No well pad may be prepared or well drilled within one hundred feet measured horizontally from any perennial stream, natural or artificial lake, pond or reservoir, or a wetland, or within three hundred feet of a naturally reproducing trout stream. No well pad may be located within one thousand feet of a surface or ground water intake of a public water supply. The distance from the public water supply as identified by the department shall be measured as follows: (1) For a surface water intake on a lake or reservoir, the distance shall be measured from the boundary of the lake or reservoir. (2) For a surface water intake on a flowing stream, the distance shall be measured from a semicircular radius extending upstream of the surface water intake. (3) For a groundwater source, the distance shall be measured from the wellhead or spring. The department may, in its discretion, waive these distance restrictions upon submission of a plan identifying sufficient measures, facilities or practices to be employed during well site construction, drilling and operations to protect the waters of the state. A waiver, if granted, shall impose any permit conditions as the secretary considers necessary. (c) Notwithstanding the foregoing provisions of this section, nothing contained in this section prevents an operator from conducting the activities permitted or authorized by a Clean Water Act Section 404 permit or other approval from the United States Army Corps of Engineers within any waters of the state or within the restricted areas referenced in this section. (d) The well location restrictions set forth in this section shall not apply to any well on a multiple well pad if at least one of the wells was permitted prior to the effective date of this article. (e) The secretary shall, by December 31, 2012/5 eport to the Legislature on the noise, light, dust and volatile organic compounds generated by the drilling of horizontal wells as they relate to the well location restrictions regarding occupied dwelling structures pursuant to this section. Upon a finding, if any, by the secretary that the well location restrictions regarding occupied dwelling structures are inadequate or otherwise require alteration to address the items iotection.

12/11/2015

Well Pad Name: MND 20

examined in the study required by this subsection, the secretary shall have the authority to propose for promulgation legislative rules establishing guidelines and procedures regarding reasonable levels of noise, light, dust and volatile organic compounds relating to drilling horizontal wells, including reasonable means of mitigating such factors, if necessary.

#### Water Well Testing:

Pursuant to West Virginia Code § 22-6A-10(d), notification shall be made, with respect to surface landowners identified in subsection (b) or water purveyors identified in subdivision (5), subsection (b) of this section, of the opportunity for testing their water well. The operator shall provide an analysis to such surface landowner or water purveyor at their request.

#### Water Testing Laboratories:

Pursuant to West Virginia Code § 22-6A-10(i), persons entitled to notice pursuant to subsection (b) of this section may contact the department to ascertain the names and locations of water testing laboratories in the subject area capable and qualified to test water supplies in accordance with standard accepted methods. In compiling that list of names the department shall consult with the state Bureau for Public Health and local health departments. A surface owner and water purveyor has an independent right to sample and analyze any water supply at his or her own expense. The laboratory utilized by the operator shall be approved by the agency as being certified and capable of performing sample analyses in accordance with this section.

#### Rebuttable Presumption for Contamination or Deprivation of a Fresh Water Source or Supply:

W. Va. Code § 22-6A-18 requires that (b) unless rebutted by one of the defenses established in subsection (c) of this section, in any action for contamination or deprivation of a fresh water source or supply within one thousand five hundred feet of the center of the well pad for horizontal well, there is a rebuttable presumption that the drilling and the oil or gas well or either was the proximate cause of the contamination or deprivation of the fresh water source or supply. (c) In order to rebut the presumption of liability established in subsection (b) of this section, the operator must prove by a preponderance of the evidence one of the following defenses: (1) The pollution existed prior to the drilling or alteration activity as determined by a predrilling or prealteration water well test. (2) The landowner or water purveyor refused to allow the operator access to the property to conduct a predrilling or prealteration water well test. (3) The water supply is not within one thousand five hundred feet of the well. (4) The pollution occurred more than six months after completion of drilling or alteration activities. (5) The pollution occurred as the result of some cause other than the drilling or alteration activity. (d) Any operator electing to preserve its defenses under subdivision (1), subsection (c) of this section shall retain the services of an independent certified laboratory to conduct the predrilling or prealteration water well test. A copy of the results of the test shall be submitted to the department and the surface owner or water purveyor in a manner prescribed by the secretary. (e) Any operator shall replace the water supply of an owner of interest in real property who obtains all or part of that owner's supply of water for domestic, agricultural, industrial or other legitimate use from an underground or surface source with a comparable water supply where the secretary determines that the water supply has been affected by contamination, diminution or interruption proximately caused by the oil or gas operation, unless waived in writing by that owner. (f) The secretary may order the operator conducting the oil or gas operation to: (1) Provide an emergency drinking water supply within twenty-four hours; (2) Provide temporary water supply within seventy-two hours; (3) Within thirty days begin activities to establish a permanent water supply or submit a proposal to the secretary outlining the measures and timetables to be used in establishing a permanent supply. The total time in providing a permanent water supply may not exceed two years. If the operator demonstrates that providing a permanent replacement water supply cannot be completed within two years, the secretary may extend the time frame on case-by-case basis; and (4) Pay all reasonable costs incurred by the real property owner in securing a water supply. (g) A person as described in subsection (b) of this section aggrieved under the provisions of subsections (b), (e) or (f) of this section may seek relief in court... (i) Notwithstanding the denial of the operator of responsibility for the damage to the real property owner's water supply or the status of any appeal on determination of liability for the damage to the real property owner's water supply, the operator may not discontinue providing the required water service until authorized to do so by the secretary or a court of competent jurisdiction.

#### Written Comment:

Pursuant to West Virginia Code § 22-6A-11(a), all persons described in subsection (b), section ten of this article may file written comments with the secretary as to the location or construction of the applicant's proposed well work within thirty days after the application is filed with the secretary. All persons described in West Virginia Code § 22-6A-10(b) may file written comments as to the location or construction of the applicant's proposed well work to the Secretary at:

Chief, Office of Oil and Gas Department of Environmental Protection 601 57th St. SE Charleston, WV 25304 (304) 926-0450

Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to Wy 5 readment of Enurcement 5 12/11/2018n test water. NOTE: YOU ARE NOT REQUIRED TO FILE ANY COMMENT.

취토CEIVED Office pl Oil and Gas

#### Time Limits and Methods for Filing Comments.

The law requires these materials to be served on or before the date the operator files its Application. You have THIRTY (30) DAYS after the filing date to file your comments. Comments must be filed in person or received in the mail by the Chief's office by the time stated above. You may call the Chief's office to be sure of the date. Check with your postmaster to ensure adequate delivery time or to arrange special expedited handling. If you have been contacted by the well operator and you have signed a "voluntary statement of no objection" to the planned work described in these materials, then the permit may be issued at any time.

Pursuant to West Virginia Code § 22-6A-11(c)(2), Any objections of the affected coal operators and coal seam owners and lessees shall be addressed through the processes and procedures that exist under sections fifteen, seventeen and forty, article six of this chapter, as applicable and as incorporated into this article by section five of this article. The written comments filed by the parties entitled to notice under subdivisions (1), (2), (4), (5) and (6), subsection (b), section ten of this article shall be considered by the secretary in the permit issuance process, but the parties are not entitled to participate in the processes and proceedings that exist under sections fifteen, seventeen or forty, article six of this chapter, as applicable and as incorporated into this article by section five of this article.

#### **Comment Requirements**

Your comments must be in writing and include your name, address and telephone number, the well operator's name and well number and the approximate location of the proposed well site including district and county from the application. You may add other documents, such as sketches, maps or photographs to support your comments.

Disclaimer: All comments received will be placed on our web site http://www.dep.wv.gov/oil-and-gas/Horizontal-Permits/Pages/default.aspx and the applicant will automatically be forwarded an email notice that such comments have been submitted. The applicant will be expected to provide a response to comments submitted by any surface owner, water purveyor or natural gas storage operator noticed within the application.

#### **Permit Denial or Condition**

The Chief has the power to deny or condition a well work permit. Pursuant to West Virginia Code § 22-6A-8(d), the permit may not be issued or be conditioned, including conditions with respect to the location of the well and access roads prior to issuance if the director

- (1) The proposed well work will constitute a hazard to the safety of persons;
- (2) The plan for soil erosion and sediment control is not adequate or effective;
- (3) Damage would occur to publicly owned lands or resources; or
- (4) The proposed well work fails to protect fresh water sources or supplies.

A permit may also be denied under West Virginia Code § 22-6A-7(k), the secretary shall deny the issuance of a permit if the secretary determines that the applicant has committed a substantial violation of a previously issued permit for a horizontal well, including the applicable erosion and sediment control plan associated with the previously issued permit, or a substantial violation of one or more of the rules promulgated under this article, and in each instance has failed to abate or seek review of the violation within the time prescribed by the secretary pursuant to the provisions of subdivisions (1) and (2), subsection (a), section five of this article and the rules promulgated hereunder, which time may not be unreasonable.

Pursuant to West Virginia Code § 22-6A-10(g), any person entitled to submit written comments to the secretary pursuant to subsection (a), section eleven of this article, shall also be entitled to receive from the secretary a copy of the permit as issued or a copy of the order modifying or denying the permit if the person requests receipt of them as a part of the written comments submitted concerning the permit application. Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water.

> RECEIVED
> Office of Coll and Gas SEP 0 2 2015

Wy Department of Environmental Protection WW-6A (8-13)

API NO. 47- 051 - 0/867
OPERATOR WELL NO. MND 20 AU
Well Pad Name: MND 20

Notice is hereby given by:

Well Operator: Noble Energy, Inc. Telephone: 724-820-3061

Email: dee.swiger@nblenergy.com

Address: 1000 Noble Energy Drive

Canonsburg, PA 15317

Facsimile: 724-416-5248

#### Oil and Gas Privacy Notice:

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Regina Logue, Notary Public
New Sewickley Twp., Beaver County
My Commission Expires July 7, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Subscribed and sworn before me this 12th day of Aug.

015

Notary Public

My Commission Expires 07/07/2018

Office of Oil and Gas

SEP 0 2 2015

WV Department of Environmental Protection

Operator Well No. MND 20 A-G

WW-6A3 (1/12)

### STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE OF ENTRY FOR PLAT SURVEY

Notice Time R entry	lequirement:	Notice shall be prov	vided at least SEVEN (7) da	ys but no more than	n FORTY-FIVE (45) days prior to
Date of Notice	: 06/17/2015	Date of Pla	nned Entry: by August 1, 2015		
Delivery meth	od pursuant (	to West Virginia C	ode § 22-6A-10a		
PERSON.	AL 🗆	REGISTERED	■ METHOD OF DE	LIVERY THAT RE	QUIRES A
SERVICE		MAIL		NATURE CONFIR	
on to the surface but no more that beneath such trowner of miner and Sediment C Secretary, whice enable the surface	te tract to cond an forty-five d act that has fil cals underlying Control Manua ch statement sl ace owner to co	duct any plat survey ays prior to such en led a declaration pur g such tract in the coal and the statutes are hall include contact obtain copies from the	s required pursuant to this a try to: (1) The surface ownersuant to section thirty-six, a punty tax records. The notion and rules related to oil and gatinformation, including the	rticle. Such notice s er of such tract; (2) the article six, chapter to be shall include a standard as exploration and p	shall provide notice of planned entry shall be provided at least seven days to any owner or lessee of coal seams wenty-two of this code; and (3) any attement that copies of the state Erosion roduction may be obtained from the age on the Secretary's web site, to
Notice is herel	by provided to	0:			
SURFACE		/		L OWNER OR LE	
Name: Murray En		n Coal Company)		nsolidation Coal Company	
Address: 46226			Address:	46226 National Road	,000 Coasol energy Onive
St. Clairsville, OH 43	27.41			OH43950 Canons	wg. PD 15317
Name:			- III MON	EDAL OUNIED(a)	
Address:				ERAL OWNER(s)	
Mana				ble Energy, Inc.	/
Name:				1000 Noble Energy Drive	
Address.			*please atta	ch additional forms if ne	cessary
a plat survey of State: County:	est Virginia Co	ode § 22-6A-10(a), and as follows:	Approx. Lati Public Road Watershed:	tude & Longitude: Access:	N.4411323.364 E. 516854.054  Taylors Ridge Short Creek - Ohio River
Quadrangle:	Powhatan Point		Generally us	ed farm name:	Murray Energy
may be obtained Charleston, W	ed from the Se V 25304 (304 the Secretary) eby given by	cretary, at the WV lacetary, at the WV lacetar	Department of Environment	al Protection headq tional information r	il and gas exploration and production uarters, located at 601 57 <sup>th</sup> Street, SE, related to horizontal drilling may be
Telephone:	724-820-3061	1979		Canonsburg, PA 15317	m=====================================
Email:	dee.swiger@nb	leneray.com	Facsimile:		Office of Oil and Gas
Settingen.	333,3,11951,00110				United the Control
Oil and Gas	Privacy Not	ice:			SEP 0 2 2015

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

WW-6A3 (1/12)

Ope	erator	Well	No.	MND 20 A-G

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE OF ENTRY FOR PLAT SURVEY

		equirement:	Notice shall be prov	ided at	least SEVEN (7) day	s but no more than	n FORTY-FIVE (4	5) days prior to
entry Date	of Notice:	06/17/2015	Date of Pla	nned E	ntry: by August 1, 2015			
Deli	very metho	od pursuant	to West Virginia C	ode§2	2-6A-10a			
	PERSONA	AL 🗆	REGISTERED		METHOD OF DEL	IVERY THAT RE	QUIRES A	
	SERVICE		MAIL		RECEIPT OR SIGN	ATURE CONFIR	MATION	
on to but n bene owne and S Secre enab	the surface to more that ath such tracer of mineral Sediment Cetary, which le the surfa	e tract to cond n forty-five d net that has fil als underlying control Manua h statement sl ce owner to o	duct any plat survey ays prior to such en ed a declaration put such tract in the coll and the statutes are all include contact obtain copies from the	s requir try to: ( suant to ounty ta id rules informa	filing a permit applic ed pursuant to this art 1) The surface owner o section thirty-six, ar x records. The notice related to oil and gas ation, including the act tary.	ticle. Such notice s of such tract; (2) t ticle six, chapter to shall include a sta exploration and pi	shall be provided at less on any owner or less owenty-two of this contement that copies of the coduction may be obtained.	east seven days ee of coal seams de; and (3) any if the state Erosion tained from the
		y provided to	D:		■ covi	. OWNER OR LE	CCEE	
		OWNER(s)	o Coal Company)					
	e: Murray Ene	ergy (Consolidation	n Coai Company)	-		6226 National Road	Consolidation Coal Company	-
	irsville, OH 439			_	Address: 4			<del>.</del>
	e: Consol Min			_	<u> </u>			
		onsol Energy Drive	· · · · · · · · · · · · · · · · · · ·	_	■ MINE	RAL OWNER(s)		
	sburg, PA 153			-		Gas Company, LLC		
				_		000 Consol Energy Drive		=:
	ess:			_	Canonsburg, P			<del>-</del>
				_		additional forms if neo	cessary	-  -
Purs a pla	uant to Wes t survey on	the tract of la	ode § 22-6A-10(a), i and as follows:	notice is	s hereby given that the	_		
State	_	West Virginia				ide & Longitude:	N.4411323.364 E. 51685	4.054
Cou	-	Marshall			Public Road A	Access:	Taylors Ridge	
Dist	_	ranklin			_ Watershed:	16	Short Creek - Ohio River	<del></del>
Qua	drangle: <u>F</u>	Powhatan Point			Generally used	a rarm name:	Murray Energy	-
may Chai	be obtained leston, WV	d from the Se 7 25304 (304	cretary, at the WV I -926-0450). Copies	Departn of sucl	al and the statutes and nent of Environmenta n documents or additi v/oil-and-gas/pages/d	l Protection headquonal information r	uarters, located at 60	1 57 <sup>th</sup> Street, SE,
<b>N</b> T - 41	laa la I	.h., a! !						
		by given by			A ddagag.			
	Operator:	Noble Energy, I	nc.		Address:	1000 Noble Energy Dri		
	phone:	724-820-3061				Canonsburg, PA 15317		
Ema	11;	dee.swiger@nbl	energy.com	····	Facsimile:	724-820-3098	<del></del>	HVED
Oil	and Gas I	Privacy Not	ice:				Office of C	ill and Gas

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal Fourse of dusiness or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please ontact DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

Environmental Protection
12/11/2015

WW-70 Rev. 7/01

#### Affidavit of Personal Service

State Of Pennsylvania
County Of Washington
The undersigned, being first duly sworn, says that the undersigned served a true and complete copy of all sides of
(1) Notice on Form WW-2(A) _ / WW-3(A) _ / WW-4(A) _ / WW-5(A) _ / WW-6(A) (2) Application on Form WW-2(B) _ / WW-3(B) _ / WW-4(B) _ / WW-5(B) _ / WW-6(B) (3) Plat showing the well location on Form WW-6, and (4) Construction and Reclamation Plan on Form WW-9
all with respect to operator's Well No. MND 20A-G located in Franklin District, Marshall County, West Virginia, upon the person or organization named
Noble Energy, Inc.
by delivering the same in Washington County, State of Pennsylvania
on the 17th day of June , 20 in the manner specified below.
[COMPLETE THE APPROPRIATE SECTION]
For an individual:  [ ] Handing it to him/ her/ or, because he/ she/ refused to take it when offered it, by leaving it in his/ her/ presence.
[ ] Handing it to a member of his or her family above the age of 16 years named who resides at the usual place of abode of the person to be served, and asking the family member to give it to the person to be served as soon as possible.
For a partnership:  [ ] Handing it to, a partner of the partnership or, because the partner refused to take it when I handed it over, by leaving it in the presence of the partner.
For a limited partnership:  [ ] Handing it to the general partner, named
For a corporation:  [X ] Handing it to the corporation's employee / officer / director / attorney in fact / named / with the corporation's employee / officer / director / attorney in fact / named / with the corporation's employee / officer / director / attorney in fact / named / with the corporation's employee / officer / director / attorney in fact / named / with the corporation's employee / officer / director / attorney in fact / named / with the corporation's employee / officer / director / attorney in fact / named / with the corporation's employee / officer / director / attorney in fact / named / with the corporation's employee / officer / director / attorney in fact / named / with the corporation's employee / officer / director / attorney in fact / named / with the corporation's employee / officer / director / attorney in fact / named / with the corporation's employee / officer / director / attorney / attorney / attorney / with the corporation / with the corporation / attorney / at
Taken, subscribed and sworn before me this 12th day of August 2015.  My commission expires Tuly 7, 2018  Notary Public
(AFFIX SEAL IF NOTARIZED OUTSIDE THE STATE)  RECEIVED

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Regina Logue, Notary Public
New Sewickley Twp., Beaver County
My Commission Expires July 7, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Office of Oseph 2265

WW-6A5 (1/12)

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE OF PLANNED OPERATION

chivery mee.	nod pursuant to West Virginia	Code § 2	22-6A-16(c)			
CEDTU	FIED MAIL	П	HAND			
	N RECEIPT REQUESTED		DELIVERY			
					2020	has contified mail
eturn receipt the planned of equired to be brilling of a l	7. Va. Code § 22-6A-16(c), no l requested or hand delivery, give peration. The notice required by provided by subsection (b), sectionizated well; and (3) A propose surface affected by oil and gas are required by this section shall be	the surfa by this si ion ten o sed surfa	this article to a surface use and compensa	e: (1) A copy of the copy of the copy of the copy of the copy of the copy of the copy of the copy of the copy of the copy of the copy of the copy of the copy of the copy of t	of this code section; (2) a land will be used in containing an offer of the seal of the containing an offer of the seal of the land will be used in containing an offer of the land will be used in	The information njunction with the compensation for this chapter.
lotice is her	eby provided to the SURFACE	OWNE	R(s)			
at the addres	s listed in the records of the sheri	ff at the	time of notice):	onsol Mining Compa	nv. LLC	
Name: Murray E	Energy (Consolidation Coal Company)	-	Name: <u>○</u>	1000 Consol Energ	y Drive	5
Address: 4622 St. Clairsville, Oh				rg, PA 15317		
St. Clair svinc, Or	14000					
inclation on				Well off the ma	540040 40	
State: County:	West Virginia 051-Marshall		UTM NAD 83 Public Road A	Northing:	ct of land as follows: 516848.42 4411315.169 Taylors Ridge Road	
State: County: District:	West Virginia 051-Marshall Franklin		UTM NAD 83	Northing:	4411315.169	
State: County: District: Quadrangle: Watershed:	West Virginia 051-Marshall Franklin Powhatan Point huc-10 Short Creek - Ohio River		UTM NAD 83 Public Road A	Northing:	4411315.169 Taylors Ridge Road	
State: County: District: Quadrangle: Watershed:  This Notice Pursuant to to be provide horizontal wasurface affect information headquarters	West Virginia    D51-Marshall	c), this n l(b) to a use and c the exte	Public Road A Generally use  otice shall include: (1) surface owner whose compensation agreement the damages are compensation.	Northing: Access: d farm name:  A copy of this land will be a mpensable uncompensable	4411315.169 Taylors Ridge Road Murray Energy  code section; (2) The in used in conjunction with offer of compensation der article six-b of this of the conjunction of the conjunction of the conjunction with the conjunction with the conjunction with the conjunction with the conjunction of the conjun	for damages to the chapter. Additional numental Protection
State: County: District: Quadrangle: Watershed:  This Notice Pursuant to to be provide horizontal waterface affect information headquarters gas/pages/de	West Virginia  051-Marshall  Franklin  Powhatan Point huc-10 Short Creek - Ohio River  Shall Include: West Virginia Code § 22-6A-16(ded by W. Va. Code § 22-6A-10 ell; and (3) A proposed surface we steed by oil and gas operations to related to horizontal drilling mass, located at 601 57th Street, SE efault.aspx.	c), this n l(b) to a use and c the exte	Public Road A Generally use  otice shall include: (1) surface owner whose compensation agreement the damages are contained from the Secret reston, WV 25304	Northing: Access: d farm name:  A copy of this land will be a northing ar mpensable und ary, at the WV (304-926-0450)	4411315.169 Taylors Ridge Road Murray Energy  code section; (2) The in used in conjunction with offer of compensation der article six-b of this of Department of Environ or by visiting www.de	for damages to the chapter. Additional numental Protection
State: County: District: Quadrangle: Watershed:  This Notice Pursuant to to be provide horizontal wasurface affect information headquarters gas/pages/de Well Operat	West Virginia  051-Marshall Franklin Powhatan Point huc-10 Short Creek - Ohio River  Shall Include: West Virginia Code § 22-6A-16(ed by W. Va. Code § 22-6A-10 ell; and (3) A proposed surface used by oil and gas operations to related to horizontal drilling mass, located at 601 57th Street, SE efault.aspx.  or: Noble Energy, Inc.	c), this n l(b) to a use and c the exte	Public Road A Generally use  otice shall include: (1) surface owner whose compensation agreement the damages are compensation.	Northing: Access: d farm name:  A copy of this land will be int containing an impensable undary, at the WV (304-926-0450)	Taylors Ridge Road  Murray Energy  code section; (2) The incused in conjunction with offer of compensation der article six-b of this of Department of Environ or by visiting www.dergy Drive	for damages to the chapter. Additional numental Protection
State: County: District: Quadrangle: Watershed:  This Notice Pursuant to be provide horizontal waterface affect information headquarters gas/pages/de	West Virginia  051-Marshall  Franklin  Powhatan Point huc-10 Short Creek - Ohio River  Shall Include: West Virginia Code § 22-6A-16(ded by W. Va. Code § 22-6A-10 ell; and (3) A proposed surface we steed by oil and gas operations to related to horizontal drilling mass, located at 601 57th Street, SE efault.aspx.	c), this n l(b) to a use and c the exte	Public Road A Generally use  otice shall include: (1) surface owner whose compensation agreement the damages are contained from the Secretarileston, WV 25304 (1)  Address:	Northing: Access: d farm name:  A copy of this land will be a northing ar mpensable und ary, at the WV (304-926-0450)	Taylors Ridge Road  Murray Energy  code section; (2) The incused in conjunction with offer of compensation der article six-b of this of Department of Environ or by visiting www.dergy Drive	for damages to the chapter. Additional numental Protection

DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

SEP 0 2 2015

Office of Oil and Gas



#### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

# **Division of Highways**

1900 Kanawha Boulevard East • Building Five • Room 110 Charleston, West Virginia 25305-0430 • (304) 558-3505

Earl Ray Tomblin Governor

Paul A. Mattox, Jr., P. E. Secretary of Transportation/ Commissioner of Highways

May 18, 2015

James A. Martin, Chief Office of Oil and Gas Department of Environmental Protection 601 57th Street, SE Charleston, WV 25304

Subject: DOH Permit for the MND-20 Well Pad, Marshall County

Dear Mr. Martin,

The West Virginia Division of Highways has issued Permit #06-2012-0609 for the subject site to Noble Energy, Inc. for access to the State Road for the well sites located off of Marshall County Route 2/1 SLS.

The operator has signed an OIL AND GAS ROAD MAINTENANCE BONDING AGREEMENT and provided the required Bond. This operator is currently in compliance with the DOH OIL AND GAS POLICY dated January 3, 2012.

Very Truly Yours,

Hary K. Clayton

Gary K. Clayton P.E.

Regional Maintenance Engineer

Central Office Oil &Gas Coordinator

James L. McCune Cc:

Noble Energy, Inc. CH, OM, D-6

File

RECEIVED Office of Oil and Gas

SEP 0 2 2015

Trade Name	Supplier	Purpose	Ingredients	Chemical Abstract Service Number (CAS#)	Maximum Ingredient Concentration in Additive (% by mass)**
Fresh Water	Operator				100.00%
HYDROCHLORIC ACID 5-10%	Halliburton		Hydrochloric acid	7647-01-0	10.00%
SAND - COMMON WHITE	Halliburton	Proppant	Crystalline silica, quartz	14808-60-7	100.00%
SAND - PREMIUM WHITE	Halliburton	Proppant	Crystalline silica, quartz	14808-60-7	100.00%
FR-66	Halliburton	Friction Reducer	Hydrotreated light petroleum distillate	64742-47-8	30.00%
BE-9	Halliburton	Biocide	Tributyl tetradecyl phosphonium chloride	81741-28-8	10.00%
Scalechek® LP-65 Scale Inhibitor	Halliburton	Scale Inhibitor	Ammonium chloride	12125-02-9	10.00%
LGC-36 UC	Halliburton	Liquid Gel Concentrate	Guar gum	9000-30-0	60.00%
			Naphtha, hydrotreated heavy	64742-48-9	60.00%
LCA-1	Halliburton	Solvent	Paraffinic solvent	Confidential Business Information	100.00%
HAI-OS ACID INHIBITOR	Halliburton	Corrosion Inhibitor	Methanol	67-56-1	60.00%
			Propargyl alcohol	107-19-7	10.00%
FE-1A ACIDIZING COMPOSITION	Halliburton	Additive	Acetic acid	64-19-7	60.00%
			Acetic anhydride	108-24-7	100.00%
LoSurf-300D	Halliburton	Non-ionic Surfactant	1,2,4 Trimethylbenzene	95-63-6	1.00%
			Ethanol	64-17-5	60.00%
			Heavy aromatic petroleum naphtha	64742-94-5	30.00%
			Naphthalene	91-20-3	5.00%
			Poly(oxy-1,2-ethanediyl), alpha-(4- nonylphenyl)-omega-hydroxy-, branched	127087-87-0	5.00%
SP BREAKER	Halliburton	Breaker	Sodium persulfate	7775-27-1	100.00%
WG-36 GELLING AGENT	Halliburton	Gelling Agent	Guar gum	9000-30-0	100.00%

<sup>\*</sup> Total Water Volume sources may include fresh water, produced water, and/or recycled water

All component information listed was obtained from the supplier's Material Safety Data Sheets (MSDS). As such, the Operator is not responsible for inaccurate and/or incomplete information. Any questions regarding the content of the MSDS should be directed to the supplier who provided it. The Occupational Safety and Health Administration's (OSHA) regulations govern the criteria for the disclosure of this information. Please note that Federal Law protects "proprietary", "trade secret", and

Office of Oil and Gas SEP 0 2 2015

V/// December of 12/11/2015

<sup>\*\*</sup> Information is based on the maximum potential for concentration and thus the total may be over 100%

Note: For Field Development Products (products that begin with FDP), MSDS level only information has been provided.



# **MND 20 WELL PAD ISSUED FOR PERMITTING**

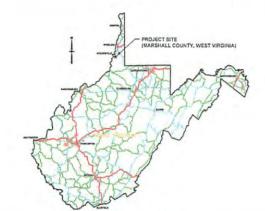
FRANKLIN DISTRICT, MARSHALL COUNTY

**WEST VIRGINIA** FOR

# **NOBLE ENERGY, INC.**

1000 NOBLE ENERGY DRIVE **CANONSBURG, PENNSYLVANIA 15317** (724) 820-3000





#### VICINITY MAP

		LT.S.			
	PROPERTY OWNER	S / LAND DISTURBA	NCE TABLE		
NAME	DEED ACREAGE	LIMIT OF DISTURBANCE	(FORESTED)	(NON-FORESTED)	TOTAL CLEAR
MURRAY ENERGY/CONSOLIDATION					170
05-0001-0003-0000-0500	70.55	9.60	9.04	0.68	9.69
65-0001-0010-0000-0500	129.00	5.95	2.75	4.20	6.98
05-9002-0005-0000-0500	40.80	0.05	0.00	0.05	0.05
CONSCL MINING CO., LLC		W			-
05-0002-0003-0000-0500	153.60	0.67	0.44	0.25	0.67
TOTAL		17.30	12.25	5.13	17.39

EARTHWOR	KSUMMARY		
	CUY	FILL	NET
WELL PAD ACCESS ROAD	11,665	6,945	4,740 (CUT
WELL PAD	63,186	86,637	3,847 (FELL
TOTAL EARTHWORK	74.273	73,780	1,093 (CUT)
TOTAL FACTORED EARTHWOME	70.017	73.780	4,637 (CUT
OPTIONAL SOIL STOCKPILE #1	-	1,470	1,470
OPTIONAL SOIL STOCKPILE #2	-	3,160	3,180
TOPSOL STOCKPILE**	-	15,417	15,417

ASSUMPTIONS: +SMELL FACTOR = 5% +TOPSCHE THEORYSS = 12'



FOR THIS PROJECT IS: 1510522099

**ISSUED FOR PERMITTING** 

				MM	ID 20 WELL	PAD TOPHO	LE COORDI	NATES				
WELL NUMBER	WV83-N LATITUDE	WV83-N LONGITUDE	WV83-N NORTHING	WV83-N EASTING	WV27-N LATITUDE	WV27-N LONGITUDE	WV27-N NORTHING	WV27-N EASTING	UTM 83-17 NORTHING (M)	UTM 83-17 EASTING (M)	UTM 27-17 NORTHING (M)	UTM: 27-17 EASTING (M)
MND20-1	39.851730833	80.802994722	494996.930	1602692.385	39.851655839	80.812349444	494960.840	1634129.630	4411319.582	516852.521	4411101.451	516836.996
MND20-2	39.8508\$8056	80.803044167	494982.680	1602678.365	39.851616111	80.803231944	494946.590	1634115.630	4411315.169	516848.422	4411097.038	516832.797
MND20 3	39.851774444	80.803054167	495012.999	1602675.996	39.851699167	80.803241544	494976.910	1634113.240	4411324.394	516847.546	4411106.263	516831.921
MND20-4	39.851735000	80.803103333	494998.819	1502661.975	39.851659722	80.803291389	494962.730	1534099.220	4411320.002	516843.346	4411101.871	516827.721
MND20-5	39.851695278	80.803152500	494984.559	1602647.945	39.851620000	80.803340556	494948.470	1634085.190	4411315.587	516839.145	4411097.456	516023.521
ROAD ENTRANCE	39.845560596	80.795339278	492718.482	1604809.085	39.845485139	80.795527545	492682.355	1636246.313	4410636.221	517509.078	441D418.076	517493.448
WELL PAD CENTER	39.851830559	80.802895966	495032.842	1602720.673	39.851755405	80.803083991	494996.752	1534157,915	4411330.665	516861.056	4411112.535	516845.430

			REVISIONS	DESIGNED	MA	NORTH
190	31	3476	*SERVICE	190,000		11
.1		7/21/2015		DRAWN	MAL	11 11
2	MJL	5/24/2015	PER WYDEP COMMENTS DATED 9/17/2015			11 11
	-			CHECKED	6.19	11 11
_				REVIEWED	CAR	11 11
-	-			HETTERES	041	II II
_				5.0.	144126	11 11
_	-					11 11

noble

NOBLE ENERGY

Michael Baker INTERNATIONAL MICHAEL BAKER INTERNATIONAL CONSULTING ENGINEERS MOON TOWNSHIP, PENNSYLVANIA



x 9/29/15

#### LOCATION MAP

DIRECTIONS TO MND 20 WELL PAD; FROM MOUNDSVILLE, WV HEAD WEST ONTO WV-2 S (1 MI), TURN LEFT ONTO STATE ROUTE 2 ALT. TURN LEFT IMMEDIATELY ONTO ROBERTS RIDGE ROAD (2.8 MI). CONTINUE ONTO ROBERTS RIDGE ST JOSEPH ROAD (1.9 MI). SLIGHT RIGHT ON TAYLORS RIDGE ROAD (1.2 MI). TURN RIGHT ONTO THE MND 03 ACCESS ROAD (0.25 MI). TURN LEFT ONTO THE MND 20 ACCESS ROAD. THE WELL PAD WILL BE LOCATED APPROXIMATELY 0.70 MI FROM THIS INTERSECTION.

DIRECTIONS TO MND 20 WELL PAD FOR HEAVY EQUIPMENT: FROM WV ROUTE 2 SOUTH AT TRAFFIC SIGNAL, MAKE A LEFT TURN ONTO WY ALTERNATE 2 (ROUND BOTTOM HILL ROAD) AND TRAVEL 1.54 MILES TO CR 88/5 (LINDSAY LANE), MAKE A RIGHT ONTO LINDSAY LANE AND TRAVEL 1.77 MILES TO CR 21 (ROBERTS RIDGE ROAD), MAKE A RIGHT ONTO ROBERTS RIDGE ROAD AND TRAVEL 3.38 MILES TO CR 2/1 (TAYLORS RIDGE /McFARLAND RUN), MAKE A RIGHT ONTO TAYLORS RIDGE/McFARLAND RUN ROAD AND TRAVEL 1.26 MILES TO INTERSECTION, MAKE A RIGHT AND FOLLOW ROAD UNTIL YOU REACH A GATE, TRAVEL THROUGH THE GATE TO INTERSECTION, MAKE A RIGHT AND TRAVEL FOR 800 FEET TO THE LEASE ROAD ON THE RIGHT.

RECEIVING WATERWAY:

CLASS B1 - WARM WATER (AQUATIC)
RESIDING IN UPPER OHIO SOUTH WATERSHED

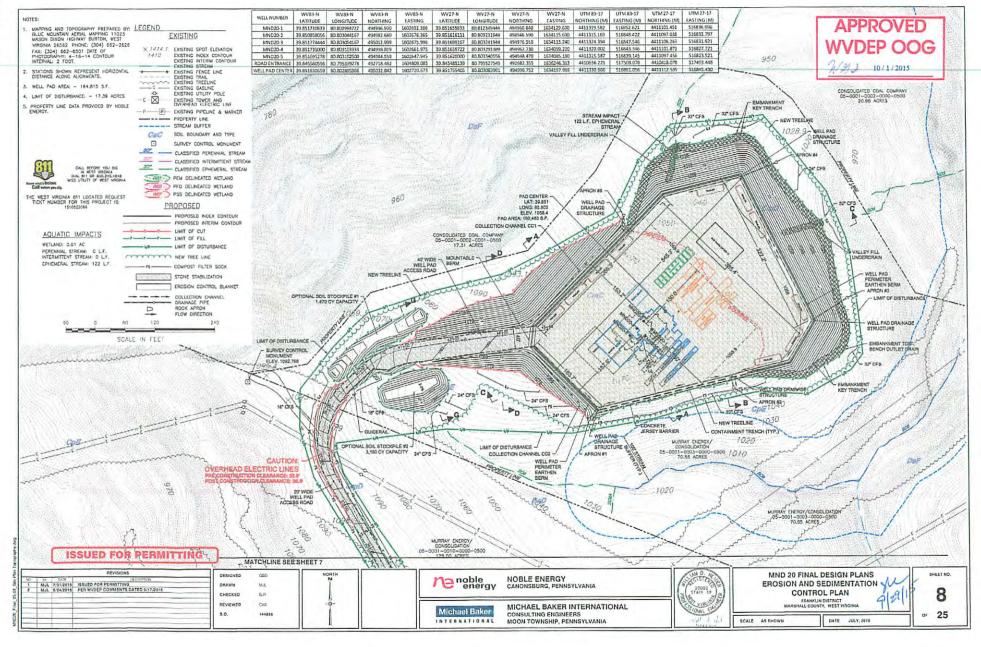
MND 20 FINAL DESIGN PLANS COVER SHEET

DATE JULY, 2015

SCALE AS SHOWN

SHEET NO.

2



# MND 20 WELL PAD **ISSUED FOR PERMITTING**

FRANKLIN DISTRICT, MARSHALL COUNTY

**WEST VIRGINIA** FOR

# **NOBLE ENERGY, INC.**

1000 NOBLE ENERGY DRIVE **CANONSBURG. PENNSYLVANIA 15317** 17041 000 2000

SHEET	DATE	TITLE
1	JULY 2015	COVER SHEET
2	JULY 2015	EXISTING CONDITIONS PLAN (WITH ORTHO PHOTOGRAPHY)
3	JULY 2015	INDEX SHEET
4	JULY 2015	DRAINAGE AREAS AND SOILS MAP
5	JULY 2015	EROSION AND SEDIMENTATION CONTROL PLAN
6	JULY 2015	EROSION AND SEDIMENTATION CONTROL PLAN
7	JULY 2015	EROSION AND SEDIMENTATION CONTROL PLAN
8	JULY 2015	EROSION AND SEDIMENTATION CONTROL PLAN
9	JULY 2015	ACCESS ROAD SITE PLAN AND PROFILE
10	JULY 2015	ACCESS ROAD SITE PLAN AND PROFILE
11	JULY 2015	ACCESS ROAD SITE PLAN AND PROFILE
12	JULY 2015	ACCESS ROAD SITE PLAN AND PROFILE
13	JULY 2015	ACCESS ROAD CROSS SECTIONS
14	JULY 2015	ACCESS ROAD CROSS SECTIONS
15	JULY 2015	ACCESS ROAD CROSS SECTIONS
16	JULY 2015	WELL PAD AND ROADWAY CROSS SECTIONS
17	JULY 2015	SEEDING AND LINING PLAN
18	JULY 2015	SEEDING AND LINING PLAN
19	JULY 2015	WELL PAD RECLAMATION PLAN
20	JULY 2015	SITE CONSTRUCTION DETAILS
21	JULY 2015	SITE CONSTRUCTION DETAILS
22	JULY 2015	EROSION AND SEDIMENTATION CONTROL NOTES
23	JULY 2015	EROSION AND SEDIMENTATION CONTROL NOTES
24	JULY 2015	EROSION AND SEDIMENTATION CONTROL DETAILS
25	JULY 2015	EROSION AND SEDIMENTATION CONTROL DETAILS



#### VICINITY MAP

		V.T.S.			
	PROPERTY OWNER	IS / LAND DISTURBA	INCE TABLE		
NAME	DEED ACREAGE	LIMIT OF DISTURBANCE	(FORESTED)	(NON-FORESTED)	TOTAL CLEAR & GRUB
MURRAY ENERGY/CONSOLIDATION					
05-0001-0003-0000-0500	70.55	9.69	9.04	0.65	9.69
05-0001-0010-0000-0500	129.00	6.98	2.78	4.20	6.98
05-0002-0005-0000-0500	45.85	0.05	0.00	0.05	0.05
CONSOL MINING CO., LLC					
05-0002-0003-0000-0500	153.80	0.67	0.44	0.23	0.67
TOTAL		17 19	12.25	513	17.30

EARTHWOR	K SUMMARY		
	CUT	FILL	NET
WELL PAD ACCESS ROAD	11,588	5,948	4,740 (CUT
WELL PAD	53,185	66,532	3,647 (FILL
TOTAL EARTHWORK	74,873	73,780	1,093 (CUT
TOTAL FACTORED EARTHWORK*	78,617	73,780	4,837 (CUT
OPTIONAL SOIL STOCKPILE #1	-	1,570	1,570
OPTIONAL SOIL STOCKPILE #2	-	3,270	3,270
TOPSOIL STOCKPILE**	- 12	15,417	15,417



THE WEST VIRGINIA 811 SERIAL NUMBER FOR THIS PROJECT IS: 1510522099

#### ISSUED FOR PERMITTING

DATE	34	WO.
7/31/2015	MJL	1
		$\neg$
	_	_
	_	$\rightarrow$

DESIGNED

WELL NUMBER

MND20-1

MND20-2

MND20-3

LATITUDE

LONGITUDE NORTHING

12 noble

39.850858056 80.803044167 494982.680 1602678.365 39.851616111 80.803231944 494946.590 1634115.630 4411315.169

39.851774444 80.803054167 495012.999 1602675.996 39.851699167 80.803241944 494976.910 1634113.240 4411324.394

39.851735000 80.803103333 494998.819 1602661.975 39.851659722 80.803291389 494962.730 1634099.220 4411320.002

MND20-5 39.851695278 80.803152500 494984.559 1602647.945 39.851620000 80.803340556 494948.470 1634085.190 4411315.587 516839.145 4411097.456 516823.521

ROAD ENTRANCE 39,845560596 80.795339278 492718.482 1604809.085 39,845485139 80.795527545 492682.355 1636246.313 4410636.221 517509.078 4410418.078 517493.448

WELL PAD CENTER 39, 851830659 80, 802895966 495032, 842 1602720, 673 39, 851755405 80, 803083991 494996, 752 1634157, 916 4411330, 666 516861, 056 4411112, 535 516845, 430

39.851730833 80.802994722 494996,930 1602692,386 39.851655833 80.812349444 494960.840 1634129.630

NOBLE ENERGY CANONSBURG, PENNSYLVANIA



MICHAEL BAKER INTERNATIONAL CONSULTING ENGINEERS MOON TOWNSHIP, PENNSYLVANIA

UTM 83-17

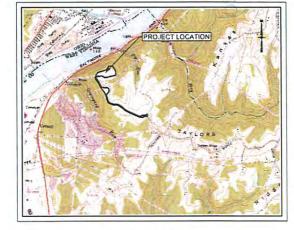
516852.621

516847,546

NORTHING (M) EASTING (M) NORTHING (M) EASTING (M)

516843.346 4411101.871 516827.721





#### **LOCATION MAP**

DIRECTIONS TO MND 20 WELL PAD: FROM MOUNDSVILLE, WV HEAD WEST ONTO WV-2 S (1 MI), TURN LEFT ONTO STATE ROUTE 2 ALT. TURN LEFT IMMEDIATELY ONTO ROBERTS RIDGE ROAD (2.8 MI). CONTINUE ONTO ROBERTS RIDGE ST JOSEPH ROAD (1.9 MI). SLIGHT RIGHT ON TAYLORS RIDGE ROAD (1.2 MI). TURN RIGHT ONTO THE MND 03 ACCESS ROAD (0.25 MI). TURN LEFT ONTO THE MND 20 ACCESS ROAD, THE WELL PAD WILL BE LOCATED APPROXIMATELY 0.70 MI FROM THIS INTERSECTION.

DIRECTIONS TO MND 20 WELL PAD FOR HEAVY EQUIPMENT FROM WV ROUTE 2 SOUTH AT TRAFFIC SIGNAL, MAKE A LEFT TURN ONTO WV ALTERNATE 2 (ROUND BOTTOM HILL ROAD) AND TRAVEL 1.54 MILES TO CR 88/5 (LINDSAY LANE), MAKE A RIGHT ONTO LINDSAY LANE AND TRAVEL 1.77 MILES TO CR 21 (ROBERTS RIDGE ROAD), MAKE A RIGHT ONTO ROBERTS RIDGE ROAD AND TRAVEL 3.38 MILES TO CR 2/1 (TAYLORS RIDGE/McFARLAND RUN), MAKE A RIGHT ONTO TAYLORS RIDGE /McFARLAND RUN ROAD AND TRAVEL 1.26 MILES TO INTERSECTION, MAKE A RIGHT AND FOLLOW ROAD UNTIL YOU REACH A GATE. TRAVEL THROUGH THE GATE TO INTERSECTION, MAKE A RIGHT AND TRAVEL FOR 800 FEET TO THE LEASE ROAD ON THE RIGHT.

#### RECEIVING WATERWAY:

SCALE AS SHOW

CLASS B1 - WARM WATER (AQUATIC) RESIDING IN UPPER OHIO SOUTH WATERSHED

#### MND 20 FINAL DESIGN PLANS

**COVER SHEET** 

FRANKLIN DISTRICT

or 25

SHEET NO.

0186

