



DEP USE ONLY	
Auth # 1569493	APS #
Site # 888187	Facility #
Client #	Sub-facility #

**APPLICATION FOR AN ORDER TO CLEAN OUT AND PLUG OR REPLUG
A NON-PRODUCING GAS WELL UNDER SECTION 13(C) of ACT 214**

Please read instructions on reverse before completing this form

SECTION A. APPLICANT INFORMATION	SECTION B. OTHER AFFECTED PARTIES
Name Leatherwood LLC	SURFACE OWNER
Address 275 Technology Drive, Suite 101	Name Alfred C. Hildreth
City Canonsburg State PA Zip 15317	Address 177 Deerlick Station Road
Telephone 724-663-7103 Fax	Address Graysville, PA 15337
GAS WELL INFORMATION	OIL AND GAS LESSOR
Farm Name H.B. Ealy	Name Unknown
Well No. 1-3181 Serial No. 1468	Address
Municipality (City, Borough, or Township) Morris Twp.	Address
County Greene	Phone Fax
Well Permit/Reg. No., if known 059-28680 Date Drilled, if known	OIL AND GAS LESSEE
Is this well the object of a Coal Pillar Permit? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Name Unknown
SECTION C. ADDITIONAL INFORMATION REQUIRED	Address
Checklist	Address
Well Location Plat: Form 5500-FM-OG0002 <input checked="" type="checkbox"/>	Telephone Fax
Copy of or record reference to a deed, lease or other document entitling the applicant to enter upon the surface land <input checked="" type="checkbox"/>	SECTION D. SIGNATURE BLOCK
Proposed method of cleaning out, plugging or replugging the well <input checked="" type="checkbox"/>	I HEREBY CERTIFY THAT I HAVE SENT BY Certified or Registered Mail a copy of this application to the surface landowner, the oil and gas lessor and lessee as identified above, and the coal owners and operators of all mineable coal seams.
Notice of Intention to Plug (5500-FM-OG0005) (If previously submitted check this box) <input type="checkbox"/>	<i>Patrick Taylor</i> Signature of Applicant
If alternative method of plugging is proposed, is Form 5500-PM-OG0024 attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Patrick Taylor - Project Engineer 05/12/26 Type or Print Name and Title Date

Email: PatrickTaylor@coreresources.com

Objection Date Waived

05/14/26

Reviewed by
HLC 6/1/2026

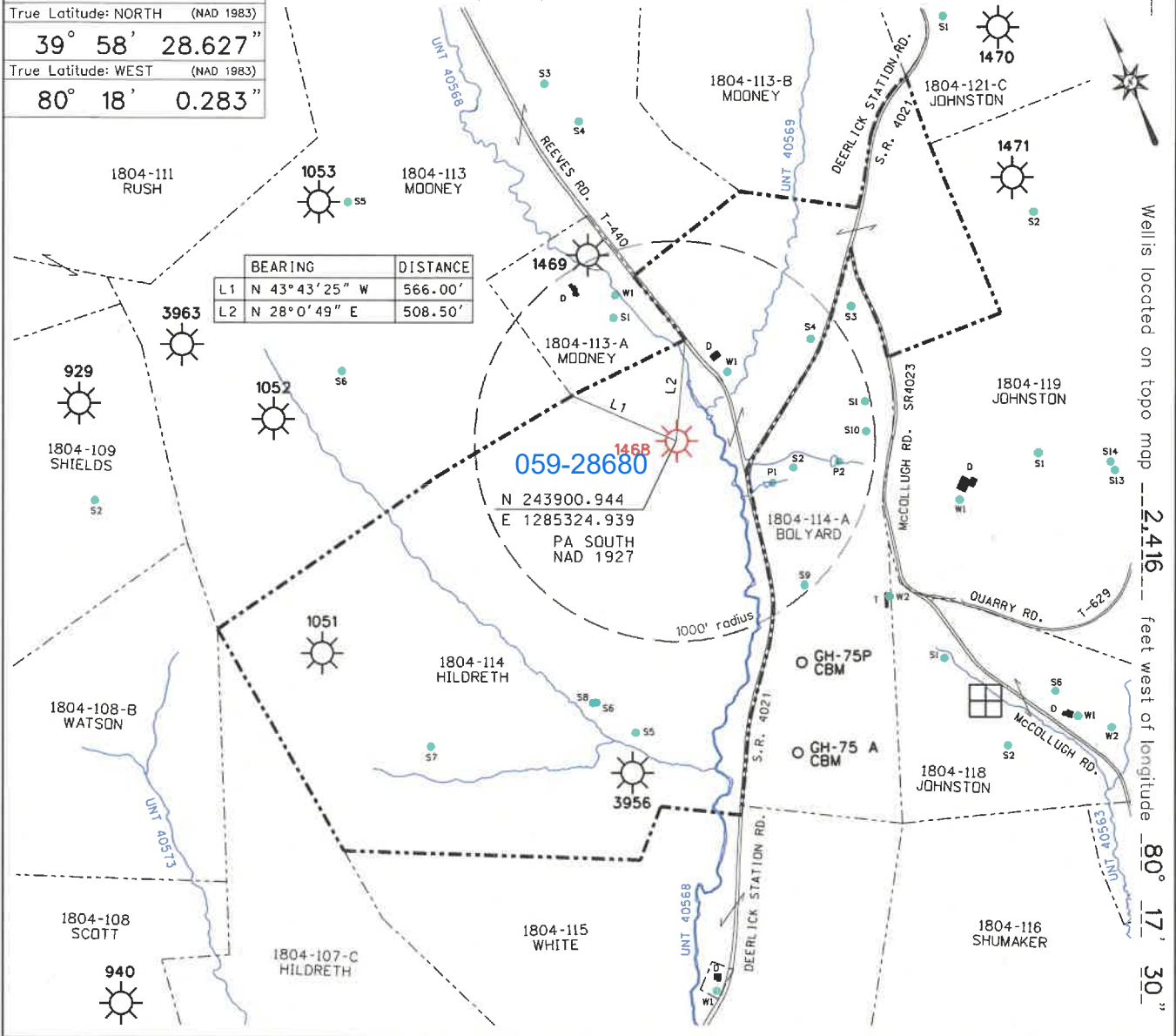


COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF OIL AND GAS MANAGEMENT
WELL LOCATION PLAT

DEP	Auth ID #:	G:
USE	Permit #:	C:
ONLY	Project #:	

Denotes location of top of well on topo map.
True Latitude: NORTH (NAD 1983)
39° 58' 28.627"
True Latitude: WEST (NAD 1983)
80° 18' 0.283"

Well is located on topo map 9,272 feet south of latitude 40° 00' 00"



BEARING	DISTANCE
L1 N 43° 43' 25" W	566.00'
L2 N 28° 0' 49" E	508.50'

059-28680

N 243900.944
E 1285324.939
PA SOUTH
NAD 1927

				Enlow Fork Mine		API #: 059-28680	
Applicant/Well Operator Name: Leatherwood LLC		DEP ID # 136197	Well (Farm) Name: H.B. Ealy		Well #: 1-3181	Serial #: Consol -1468	
Address: 275 Technology Dr., Suite 101, Canonsburg, PA 15317				County: Greene		Municipality: Morris Twp.	Well Type: Gas
911 address of well site: 118 Reeves Road, Sycamore, PA 15364				USGS 7½' Quadrangle Map Name: Rogersville		Map Section: 2	Surface Elevation: 1082.17 ft.
Surface Owner / Lessor: Alfred C. Hildreth 177 Deerlick Station Road, Graysville, PA 15337				Tract Acreage: 120.35 +/-		Target Formation:	Total Depth:
Surveyor or Engineer: 6 Guns, LLC		Phone #: 304-662-6123		Dwg #: GW-1468		Scale: 1" = 800'	Date: May 11, 2026
Lat. & Long Metadata Method: GPS	Accuracy: 1/100,000 ft.	Datum: NAD 1983	Elevation Metadata Method: GPS	Accuracy: 1/100,000 ft.	Datum: NGVD 1929	Survey Date: Jan. 21, 2026	
Surface Owner or Water Purveyor with a Water Supply within 1,000 ft & Latitude - Longitude of Water Supply.				Owner, Lessee, or Operator of workable Coal Seam		Name of Coal Seam Owned, Leased, or Operated	
1804-113-A W1	N 39.97679	W 80.30015	1804-114-A P1	N 39.97361	W 80.29874	Conrhein Coal Co.	Pittsburgh Coal / OWNER
1804-113-A S1	N 39.97651	W 80.30032	1804-114-A P2	N 39.97355	W 80.29749	Consol Pennsylvania Coal Co. LLC	Pittsburgh Coal / LESSEE
1804-114 W1	N 39.97525	W 80.29877	1804-114-A S2	N 39.97370	W 80.29829	Enlow Fork Mine	Tract: 072-051
1804-114 S4	N 39.97526	W 80.29717	1804-114-A S10	N 39.97380	W 80.29683	#36-07416 / CMAP #30841317	PK13355-420

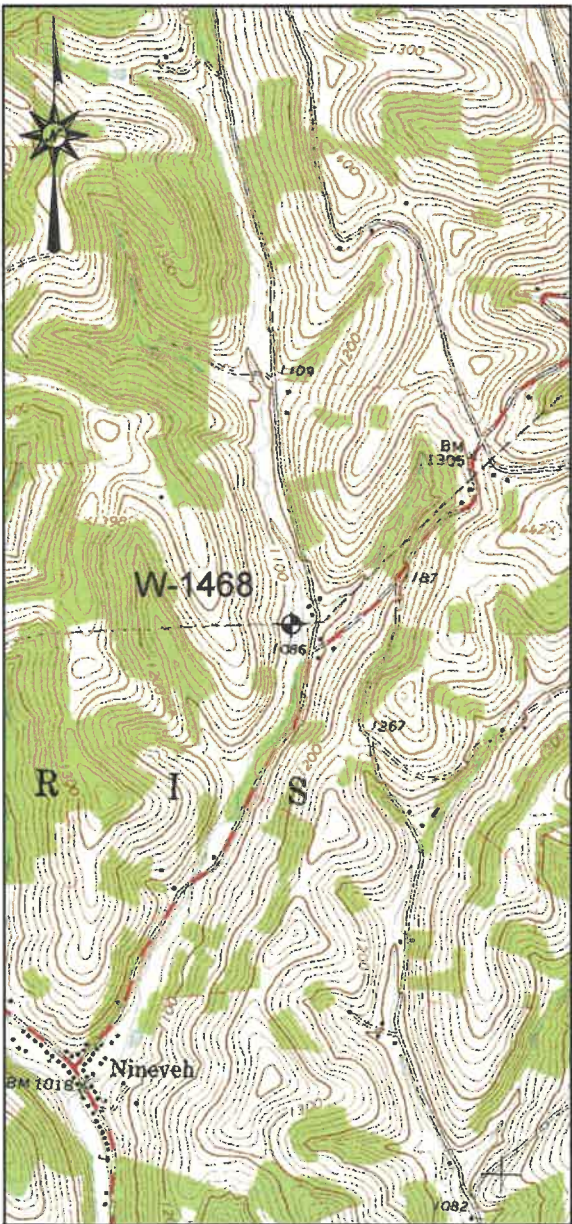
WELL 1468

VERTICAL DATUM: N.G.V.D. 29
 COORDINATE DATUM: NAD27 PAS
 ORDER OF ACCURACY: REAL-TIME GPS 1/100,000 PRECISION

ESTABLISHED BY: 6 GUNS, LLC
 STATE: PA COUNTY: GREENE

LANDOWNER:
 HILDRETH ALFRED C ET UX

NAD27 PAS	NAD83 PAS	WELL NO.	YEAR	STATUS
NORTHING (Y) =243900.944	NORTHING (Y) =243930.050	W-1468	2026	NOT ACTIVE
EASTING (X) = 1285324.939	EASTING (X) = 1253903.971	DETAILED DESCRIPTION: WELL HEAD		
ELEVATION (Z) = 1082.17	ELEVATION (Z) = 1082.17	CHIEF OF PARTY: BRANDON TAYLOR		
RECOVERED DATE ESTABLISHED: JAN. 21, 2026				



LOCATION MAP
 SCALE: 1" = 2000'





CONSOL ENERGY INC.
275 Technology Drive, Suite 101
Canonsburg, PA 15317

phone: 724-416-8266
email: anthonydrezewski@consolenergy.com

Anthony M. Drezewski
Vice President – Land Resources

August 20, 2024

Kevin Wright
Manager of Gas Well Plugging
Consol Pennsylvania Coal Company LLC
275 Technology Drive, Suite 101
Canonsburg, PA 15317


**Re: Pennsylvania Mining Complex
Bailey Mine, Enlow Fork Mine, Harvey Mine
Oil & Gas Well Plugging
Order to Clean Out and Plug Oil & Gas Wells
Washington and Greene Counties, Pennsylvania**

Dear Mr. Wright:

This letter is being executed on behalf of Consol Pennsylvania Coal Company LLC), and CONSOL Thermal Holdings LLC, and Conrhein Coal Company, (hereinafter collectively referred to as, "CONSOL"). In accordance with the requirements set forth in Section 13(a) of the Pennsylvania Coal and Gas Resource Act of 1984, 58 Pa. C.S.A. Section 513(c), please let this letter serve as evidence that adequate notice has been provided to CONSOL as the coal owner/lessee/operator for the plugging of any and all oil & gas wells that need to be plugged for mine through purposes at Bailey, Enlow Fork and Harvey Mines.

Please be advised that CONSOL has no objection to the plugging of the oil & gas wells through the coal seam(s) and I do hereby waive, on behalf of CONSOL, any right CONSOL may have as to prior notification as the coal owner/lessee/operator. CONSOL is not, however, waiving any other rights that it may have.

Sincerely,


Anthony M. Drezewski – Assistant Vice President
Consol Pennsylvania Coal Company LLC
CONSOL Thermal Holdings LLC


Anthony M. Drezewski – Assistant Manager
Conrhein Coal Company



Leatherwood LLC/ Enlow Fork Mine
275 Technology Drive, Suite 101
Canonsburg, PA 15317

May 11, 2026

Alfred C. Hildreth
177 Deerlick Station Road
Graysville, PA 15337

Certified Mailing # 9489 0090 0027 6432 0533 20

Re: Order to Clean Out and Plug a Well
H.B. Ealy #1-3181 Well, CONSOL 1468

Dear Mr. Hildreth,

Please find attached a copy of our application for an Order to Clean out and Plug an Abandoned Well, the H.B. Ealy #1-3181, CONSOL 1468 well. This is submitted in accordance with Section 13 (a) of the Pennsylvania Coal and Gas Resource Act of 1984, 58 Pa. C.S.A. Section 513 (c).

If you have any questions, please feel free to contact me at (724) 663-7103.

Sincerely,

Patrick Taylor
Patrick Taylor
Project Engineer
Leatherwood LLC

Landworks Docuware Index Sheet

NEW/TRAILING New

LPM AGMT # 390825

QLS AGMT #

GROUP Easement (ln)

CATEGORY Document

DOC TYPE Easement

DOC DATE 6.30.2021

MISC

OWNER #

PROJECT # 390

IRON Mountain No

STORAGE BOX # CFR

NAME Tracey Kloss

Current Date 10/27/21

DAMAGE SETTLEMENT

MADE on this 30th day of June, 2021, by and between ALFRED C. HILDRETH and ROSEMARY J. HILDRETH, husband and wife, having a mailing address of 177 Deerlick Station Road, Graysville, Pennsylvania 15337 (“Releasor”)

AND

CONSOL PENNSYLVANIA COAL COMPANY LLC, a Delaware limited liability company (“CPCC”), with a principal place of business of 1000 CONSOL Energy Drive, Suite 100, Canonsburg, Pennsylvania 15317, and CONSOL THERMAL HOLDINGS LLC, a Delaware limited liability company (“CTH”), with a principal place of business of 1000 CONSOL Energy Drive, Suite 100, Canonsburg, Pennsylvania 15317 (CPCC and CTH, collectively “Releasee”).

WITNESSETH:

WHEREAS, Releasor owns or controls certain property (hereinafter called, “Property,” more particularly defined hereinbelow) situated in Greene County, Pennsylvania; and

WHEREAS, Releasee owns/controls the Pittsburgh seam of coal together with certain rights and privileges associated therewith, within, underlying, or otherwise affecting Releasor’s property; and

WHEREAS, Releasee has heretofore and/or will hereafter conduct mining and mining-related operations over, upon, underlying, and/or adjacent to the Property thereby possibly heretofore and/or hereafter causing temporary and/or permanent damage to same and loss to Releasor; and

WHEREAS, except as to the express limitations, if any, set forth in Paragraph 10 below, Releasor and Releasee have arrived at and have fully set forth herein below a full and complete

settlement for all damages, inconvenience, and loss of whatsoever nature heretofore and hereafter sustained by the Property and by Releasor relative to Releasee's mining and mining-related operations.

WITNESSETH, that in consideration of the sums and the mutual covenants and promises herein below set forth, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION: All of the "WHEREAS" clauses above contained are hereby made a part of this Damage Settlement.

2. DEFINITIONS: The following definitions apply throughout this document:

a. "Property" shall mean all property owned and/or controlled jointly and/or severally by Releasor that has heretofore been and/or may hereafter be affected by Releasee's mining and mining-related operations including, without limitation:

ALL those four (4) certain parcels of land situate in Morris Township, Greene County, Pennsylvania, being more particularly bounded and described as follows:

PARCEL NO. I:

Tract No. 1: BEGINNING at a black oak; thence by lands now or formerly of Bertha Lewis, South 89° 52' East 2048 feet to a stone; thence by lands now or formerly of William Baldwin, North 00° 45' West 930.60 feet to an elm, down; thence by land now or formerly of Frank Reeves, North 40° 22' West 1407.60 feet to a stone; thence by land now or formerly of Cyrus Stillwell, South 46° 39' West 1316.96 feet to a stone; thence by land of same, South 50° 37' West 648.50 feet to a walnut; thence by land now or formerly of John Cowell, South 32° 40' East 647.20 feet to a stone; thence by land of same, South 5° 15' West 138.60 feet to the place of BEGINNING.

CONTAINING 71.788 Acres, more or less.

Tract No. 2: BEGINNING at a stone by line of the lands now or formerly of Amos Day, deceased; thence 134.2 perches West to a Black Oak; thence by land now or formerly of Harrison Day South 5 ½° West 75.5 perches to a stone; thence by land now or formerly of Auld East 10 ¾ perches to a stone; thence North 1 ¼°

East 15.6 perches to a stone; thence South $69\frac{3}{4}^{\circ}$ East 75 perches to a stone; thence South $72\frac{1}{4}^{\circ}$ East 38.5 perches to a stone; thence South $15\frac{1}{2}^{\circ}$ East 40 perches to a stone; thence East 22.3 perches to a stone; thence North $11\frac{3}{4}^{\circ}$ West 22.3 perches to a stone; thence North 9° West 57.3 perches to a stone; thence North $4\frac{1}{2}^{\circ}$ West 21.5 perches; thence North 87° East 4.4 perches to a stone; thence North $1\frac{1}{4}^{\circ}$ East 38.5 perches to the place of BEGINNING.

CONTAINING 72 Acres and 5 Perches.

UNDER AND SUBJECT to the prior conveyance of that certain tract or parcel of land containing 10.00 acres as conveyed by Carl W. Hildreth, by his Agent Alfred C. Hildreth, to Jeremiah W. Hildreth by deed dated June 29, 2017, and recorded in the Office of the Recorder of Deeds of Greene County, Pennsylvania in Record Book Volume 503, Page 1556, as re-recorded in Record Book Volume 503, Page 3456.

Tract No. 3: BEGINNING at a post, corner to line of lands now or formerly of Hugh Auld Heirs and lands now or formerly of C. K. Spragg; thence by lands now or formerly of C. K. Spragg North $1^{\circ} 36'$ East 2205 feet to stake; thence by lands now or formerly of John S. Lewis South $69^{\circ} 17'$ East 851.6 feet to a stake; thence by same South $71^{\circ} 47'$ East 657.76 feet to a stone; thence by same South $15^{\circ} 2'$ East 660.12 feet to stone; thence by same South $89^{\circ} 40'$ East 384.4 feet to stake above road; thence by lands now or formerly of James McKee South $11^{\circ} 58'$ East 740.85 feet to stake; thence by same North $89^{\circ} 35'$ West 22.1 feet to stake; thence by same and lands now or formerly of G. M. Scott South $15^{\circ} 58'$ East 1254 feet to stake; thence by same South $28^{\circ} 42'$ East 180.42 feet to point in road; thence by same South $58^{\circ} 32'$ West 183.58 feet to a post; thence by same North $88^{\circ} 35'$ West 424.47 feet to stone on the line of lands now or formerly of Hugh Auld Heirs; thence with the land of the said Hugh Auld Heirs North $1^{\circ} 17'$ East 1044.13 feet to post; thence by same North 88° West 2045.79 feet to the place of BEGINNING.

CONTAINING 94.126 Acres, according to survey made March, 1919, by T. B. Dinsmore, C. E.

PARCEL NO. I, TRACT NOS. 1 TO 3, HEREINABOVE collectively assessed as 227.43 Acres.

PARCEL NO. I, TRACT NOS. 1 TO 3, HEREINABOVE collectively designated as Tax Parcel No. 18-03-0113.

PARCEL NO. II:

BEGINNING at a point in the Nineveh road 100 feet East of the iron bridge; thence by lands now or formerly of James Hildreth and wife in a Northwesterly direction 50 feet, more or less, to a point; thence by same in a Northeasterly direction 60 feet to a point; thence in a Southeasterly direction 33 feet to a point;

thence in a Northeasterly direction 116 feet to a point; thence in a Southeasterly direction 150 feet to a point in the road; thence by same in a westerly direction 100 feet to the place of BEGINNING.

CONTAINING 1/4th of an Acre, more or less.

TAX PARCEL NO. 18-04-0115-B.

PARCEL NO. III:

BEGINNING at a White Oak; thence by land now or formerly of James Mooney, North $75 \frac{1}{2}^{\circ}$ East 104 perches to a stone; thence by same North 85° East 66 perches to a stone in road; thence by same North $20 \frac{1}{4}^{\circ}$ West 23.3 perches to point in road; thence by same North $67 \frac{1}{2}^{\circ}$ East 35 perches to stone; thence by same South $57 \frac{1}{4}^{\circ}$ East 42 perches to a stone in road; thence by same North $33 \frac{1}{2}^{\circ}$ East 37.8 perches to white oak by road; thence by same North 61° East 11.7 perches to a stone; thence by land formerly of George Mankey, now or formerly of Harley Swart, South $\frac{1}{2}^{\circ}$ West 75.9 perches to a stone; thence by lands formerly of George Shape, now or formerly of Harley Swart, West 34.3 perches to stone above the road; thence by land formerly of George Shape, now or formerly Harley Swart, South 19° West 142.9 perches to a black walnut; thence by land now or formerly of Jud Hildreth, North $63 \frac{1}{4}^{\circ}$ West 51.7 perches to point in road; thence by same South $26 \frac{3}{4}^{\circ}$ West 2 perches to point in road; thence by same North $63 \frac{1}{2}^{\circ}$ West 24.4 perches to a stone; thence by same South $42 \frac{1}{2}^{\circ}$ West 18.2 perches to a stone; thence by same North $67 \frac{1}{8}^{\circ}$ West 89.4 perches to a stone; thence by lands now or formerly of Webster Black North $8 \frac{3}{4}^{\circ}$ West 37 perches to a hickory; thence by same North 9° West 36 perches to a stone; thence by same North 10° West 4 perches to the place of BEGINNING.

CONTAINING 179 Acres and 87 Perches, according to survey made October 21, 1889.

TAX PARCEL NO. 18-04-0114.

PARCEL NO. IV:

Tract No. 1: BEGINNING at a white oak corner common to the tract herein described, lands now or formerly of William Spanogle and lands now or formerly of Fred and Mark Iams and Romney Baldwin; thence by lands now or formerly of William Spanogle, North $41^{\circ} 30'$ West 77.8 perches to a stone; thence by same, North $36^{\circ} 30'$ West 53.2 perches to a stone; thence by same, North 18° East 39.2 perches to a stone; thence by same, North $17 \frac{1}{2}^{\circ}$ East 12.76 perches to a point in the line of lands now or formerly of Carl W. Hildreth; thence by same, South $16^{\circ} 45'$ East 9.36 perches to a post; thence by same, South $82^{\circ} 30'$ East 35.95 perches to a post; thence by same, South 22° West 15.91 perches to a stone; thence by same, South $73^{\circ} 10'$ East 65.12 perches to a point in the line of lands now or formerly of Fred and Mark Iams; thence by same, South $45^{\circ} 30'$ West 33.5 perches to a stone;

thence by same, South 41° 45' East 15.8 perches to a stone; thence by same, South 56° East 19.4 perches to a stone; thence by same, South 29° 15' West 63.3 perches to a white oak, the place of BEGINNING.

CONTAINING 54 Acres, more or less.

Tract No. 2: BEGINNING at a hickory corner to lands now or formerly of Fred and Mark Iams and Lillian Wilson; thence by lands now or formerly of Lillian Wilson, North 60° 42' West 89.48 perches to a stone; thence by same, North 62° 30' West 33.10 perches to a post, corner to lands now or formerly of John Thomas; thence by same, South 27° 15' West 11.91 perches to a point; thence by same, South 11° 15' West 15.23 perches to a point in the road, corner to lands now or formerly of Mary Dailey; thence by same, South 36° 45' East 16.14 perches to a post at side of land and corner of lands now or formerly of William Spanogle; thence by same and lands now or formerly of Carl W. Hildreth, South 16° 45' East 16.18 perches to a post; thence by same, South 82° 30' East 35.95 perches to a post; thence by same, South 22° 15' West 15.91 perches to a stone; thence by same, South 73° 10' East 65.12 perches to a point in the line of lands now or formerly of Fred and Mark Iams; thence by same, North 16° 30' East 34.15 perches to the place of BEGINNING.

CONTAINING 30 Acres, more or less.

PARCEL NO. IV, TRACT NOS. 1 AND 2, HEREINABOVE collectively assessed as 84.4 Acres.

PARCEL NO. IV, TRACT NOS. 1 AND 2, HEREINABOVE collectively designated as Tax Parcel No. 18-07-0113.

Some or all of which is identified in the deed from Carl W. Hildreth, a/k/a Carl William Hildreth, to Alfred C. Hildreth and Rosemary J. Hildreth, his wife, Releasor herein, dated November 30, 2018, and recorded in the Office of the Recorder of Deeds of Greene County, Pennsylvania in Record Book Volume 520, Page 3792 (see also the Last Will and Testament of Carl W. Hildreth, Deceased, filed in Will Book Volume 85, Page 1016) [WE WILL ALSO NEED TO REFERENCE THE CORRECTIVE DEED HERE ONCE EXECUTED AND RECORDED], together with all other real property adjacent to, adjoining, and/or integrated therewith. The term "Property" also includes anything heretofore and/or

hereafter installed, placed, and/or located within and/or integrated or used with said real property, and/or which otherwise has been and/or may hereafter be affected by Releasee's mining and mining-related operations including, without limitation, all dwellings, agricultural, and other structures, mobile homes (regardless of whether the tax parcel number for such is specifically identified herein), buildings, porches, masonry, walls, driveways, roads, sidewalks, garages, swimming pools, fences, septic systems, sewage facilities, utility lines and facilities, water supply systems and facilities/equipment, water sources, water springs, water wells, water impoundments, ponds, oil wells, gas wells, natural resources, trees, plants, shrubbery, landscaping, vegetation, minerals, oil, gas, and all other natural and/or man-made resources, improvements, fixtures, installations, facilities, and placements of whatsoever nature. The term "Property" further includes all equipment, furniture, appliances, personal effects, and other tangible and intangible personal property that has been and/or may hereafter be affected by Releasee's mining and mining-related operations relative to said property.

- b. "Damage" shall mean all expenses, losses, damages, and/or injuries, whether heretofore and/or hereafter existing, caused, discovered, and/or developing, to Releasor personally and/or to the Property including, without limitation, loss of use, inconvenience, diminution in value, adverse effect on any actual or potential historical significance, changes in physical condition and/or location, land slides, subsidence of strata overlying the Pittsburgh seams of coal, and losses caused thereby, loss of income or revenue, business-related losses, rental income losses, taxes, assessments, loss of good will, emotional distress, personal injury, personal

ingestion of and/or contact with toxic substances, and any other losses of whatsoever nature heretofore and/or hereafter sustained by Releasor arising out of and in any manner related to Releasee's mining and mining-related operations. The term "Damage" also includes all new, periodic, one-time, increased, and/or other expenses and costs heretofore and/or hereafter incurred by Releasor relative to Releasee's mining and mining-related operations including, without limitation, such expenses and costs for repairs, restorations, replacements, constructions, reconstructions, water, electricity, gas, oil, fuel, energy, water supply system operating and maintenance and treatment, obsolescence, maintenance, storage, operating, moving, transportation, lodging, living, cleaning, relocation, personal needs, and incidental costs.

3. MONETARY CONSIDERATION: The full monetary consideration given by Releasee to Releasor for this Damage Settlement, the receipt and sufficiency of which is hereby acknowledged by Releasor, is [REDACTED] Dollars.

4. FULL SATISFACTION: Except as to the express limitations, if any, set forth in Paragraph 10 herein below, Releasor has heretofore and/or herewith received from Releasee full compensation for, full performance of, and/or full satisfaction of all of Releasor's legal rights relative to all past, present, and future adverse effects resulting from Releasee's mining and mining-related operations including, without limitation, (1) the Damage; (2) all rights and remedies provided to Releasor under all applicable statutes (including, without limitation, the Energy Policy Act, as amended, and the Bituminous Mine Subsidence and Land Conservation Act ("BMSLCA"), as amended, laws, regulations (including, without limitation, 25 Pa. Code, Chapter

89), ordinances, contracts, orders, and other applicable legal remedies; and (3) Releasor's waivers, releases, assumptions, and covenants herein below set forth. Releasor has irrevocably elected to receive the one-time payment under Section 5.2(g)(2) of the BMSLCA, 52 P.S. §1406.5b(g)(2), (in lieu of having Releasee purchase the Property for its pre-damaged fair market value pursuant to §5.2(g)(1) of the BMSLCA, 52 P.S. §1406.5b(g)(1)), and has received said payment as part of the consideration for this Damage Settlement. Releasor has knowingly opted not to seek an advisory opinion from Pennsylvania Department of Environmental Protection ("PA DEP") under §5.2(h) of the BMSLCA, 52 P.S. §1406.5b(h). Releasor acknowledges that all of the benefits and remedies referenced in this Damage Settlement are equal to or better than all compensation, repair, restoration, replacement, and other remedies that Releasor may now or hereafter have under applicable legal mandates including, without limitation, the BMSLCA. Releasor acknowledges having received and read a copy of the Surface Owner Rights and Responsibilities Under the Bituminous Mine Subsidence and Land Conservation Act published by the PA DEP, a copy of which is attached hereto.

5. WAIVER AND RELEASE: Except as to the express limitations, if any, provided for in Paragraph 10 below, Releasor does hereby forever waive, release, fully discharge, and exonerate Releasee, its parent companies, subsidiaries, affiliates, joint ventures, limited liability companies, and limited liability partnerships in which Releasee has any interest, and all other affiliated entities, and their respective officers, directors, shareholders, managers, agents, and employees, from the Damage and from any and all liability, damages, obligations relating to support of strata overlying the Pittsburgh seams of coal, causes of action, administrative claims, suits (against Releasee and/or its agents as original defendants and/or as additional defendants in actions filed by third parties), attorneys' fees, claims, expenses, charges, obligations arising under

any applicable statutes (including, without limitation, the BMSLCA), regulations, orders, contracts, documents, property rights, and other legal mandates whether heretofore and/or hereafter caused, existing, arising, discovered, and/or developing relative to Releasee's mining and mining-related operations. Releasor expressly acknowledges that the waiver and release provisions contained in this Damage Settlement are given in exchange for part of the consideration set forth in this Damage Settlement. Additionally, these waiver and release provisions include all claims, allegations, and assertions set forth and/or which could have been or could be set forth in any communication, document, court, administrative agency, and/or other tribunal. To the extent required by the BMSLCA, if at all, the applicable release provisions contained herein shall have a term of thirty-five (35) years.

6. ACCESS: Releasor hereby grants to Releasee, its successors and assigns, a reasonable right of ingress and egress upon, into, and through the Property as follows:

- a. To conduct such design, construction, operation, and mitigation measures as may be required of Releasee by any governmental agencies having jurisdiction and/or as may be deemed necessary by Releasee to mitigate mining-induced flow loss, pooling, or other stream-related issues, if any, occurring to streams either on or off the Property, and to monitor the effects of its mining or its replacement or restoration activities on the groundwater resources associated with the Property. Releasee shall further have the right to enter the Property to collect, utilize, and discharge the necessary quantities of water as may be deemed necessary by Releasee, or required, for use either on or off the Property. Releasee agrees that within a reasonable time after completion of stream mitigation measures, Releasee will remove all the above-ground equipment that Releasee has brought onto the

Property and to thereafter regrade the areas of the Property affected by Releasee's activities to approximate original contour and to revegetate said affected areas with appropriate cover. All below ground equipment, including below-ground waterlines, will remain buried and abandoned. Releasor expressly acknowledges that the access provisions contained in this Damage Settlement are given in exchange for part of the consideration set forth in this Damage Settlement. The access rights set forth in this Paragraph 6(a) shall exist for a term of thirty (30) years from the date of this Damage Settlement.

- b. To enter upon the reasonably necessary portions of the Property to access, search for, plug, replug, destroy, remove, and monitor abandoned and/or active gas and/or oil well(s) located on or off the Property, together with the right to excavate, clear, and otherwise prepare and utilize the necessary area around the wells for well plugging operations and to construct temporary access road(s) across a portion of the Property as between the public road and the wells and to damage and destroy such trees, vegetation, crops, and land as may in Releasee's judgment and/or as previously agreed with Releasor to be reasonably necessary to carry out the plugging, monitoring, and other activities referenced in or contemplated by this Paragraph 6(b) and as may be required by law. Except as to those areas of the access roads, stream crossings, and the associated culverts which Releasor requests to remain, Releasee agrees to regrade to approximate original contour and revegetate all areas that Releasee may disturb as a part of the right granted herein, including the area in and around the well(s) and the temporary access road(s) within a reasonable amount of time following the completion of the well plugging

operations. Releasor expressly acknowledges that the access provisions contained in this Damage Settlement are given in exchange for part of the consideration set forth in this Damage Settlement. The access rights set forth in this Paragraph 6(b) shall exist until such time that Releasee has concluded, in Releasee's sole discretion, the well plugging operations and all permits and bonds relating to the well plugging operations have been released.

- c. To design, drill, install, construct, case, equip, operate, rebuild, repair, supplement, enhance, access and eventually remove and reclaim one (1) or more fully operational and fully functional degasification boreholes, which may extend from the surface of the Property to the coal seams or mineworks beneath or in the area of the Property and/or other tracts, and together with such other related operations which are or may become necessary, appropriate, useful, convenient or incidental to Releasee's operations. Except as to those areas of the access roads, stream crossings, and the associated culverts which Releasor requests to remain, Releasee agrees to regrade to approximate original contour and revegetate all areas that Releasee may disturb as a part of the right granted herein, including the area in and around the borehole(s) and the temporary access road(s) within a reasonable amount of time following the completion of the degasification borehole operations. The access rights set forth in this Paragraph 6(c) shall exist until such time that Releasee has concluded, in Releasee's sole discretion, the degasification borehole operations and all permits and bonds relating to the degasification borehole operations have been released.

7. ASSUMPTION OF OBLIGATIONS: Releasor hereby covenants and agrees to assume from Releasee all liability, obligation, risk, and responsibility for all matters set forth in this Damage Settlement for which Releasee has provided and/or is deemed to have provided compensation, satisfaction, and/or performance, as well as all waivers, releases, and other matters from which Releasee has been released, absolved, and discharged. By way of emphasis and not as a limitation upon the foregoing assumption by Releasor, Releasor hereby agrees to assume all such liability, obligation, risk, and responsibility for repairing, restoring, and/or replacing all developed and undeveloped water supplies as well as all structures, fixtures, and personal property that have heretofore been and/or may hereafter be adversely affected by Releasee's mining and mining-related operations. Notwithstanding the above, this paragraph shall not be construed to include the rights granted by Releasor to Releasee to conduct design, construction, operation, and mitigation measures for mining-induced flow loss to the streams on or near the Property as set forth more fully hereinabove, and Releasee hereby agrees to assume full and sole responsibility for conducting such measures to the extent that said flow loss is determined to be caused by Releasee's mining or mining-related operations or is required of Releasee by the PA DEP.

8. FORBEARANCE: Releasor hereby covenants and agrees not to directly or indirectly commence, prosecute, and/or support any legal action (including, without limitation, actions for remedies under the BMSLCA) against Releasee or any other person or entity whatsoever relative to any matters set forth in this Damage Settlement for which Releasee has provided and/or is deemed to have provided compensation, satisfaction, and/or performance as well as any waivers, releases, and other matters from which Releasee has been released, absolved, and discharged by Releasor. Additionally, Releasor covenants and agrees not to directly or indirectly commence, prosecute, and/or support any legal actions to stop, prevent, modify, or

restrict Releasee's mining and mining-related operations relative to the Property, including, but not limited to, Releasee's mining and removal of all of the said Pittsburgh coal without being required to leave or provide subjacent or lateral support for the overlying strata or surface or anything therein, thereon, or thereunder.

9. CREDIT: To the extent, if any, that a court or other tribunal of competent jurisdiction may hereafter determine that Releasor is entitled to compensation from Releasee beyond that which is provided for and/or otherwise referenced in this Damage Settlement, Releasee shall be entitled to apply all of the monetary and non-monetary consideration paid or otherwise provided by Releasee to and/or on behalf of Releasor as a credit against the additional consideration, if any, to which the Releasor may be legally entitled.

10. LIMITATIONS: The following limitations and no others shall apply to this Damage Settlement:

- a. To the extent that Releasee's mining operations have heretofore and/or hereafter adversely affect the Releasor's water supply to the Property, Releasee agrees to provide for the set-up and payment of temporary water for a period of one (1) year from the date Releasor advises Releasee that said water supply has been affected by Releasee's underground mining operations and no longer. The aforementioned water delivery period and obligation shall apply separately to each individual tax parcel number, as identified hereinabove, which comprises the Property. Following that date, Releasor shall be solely responsible for any costs and expenses for water, including, but not limited to any past, present, future costs and increased costs incurred by Releasor in obtaining water and/or water service, and the maintenance of the water wells, springs, pumps, treatment facilities, plumbing, valves, fittings,

chemicals, and other facilities and components related to Releasor's water supply and water system and, conversely, Releasee shall have no further liability or responsibility for same.

11. WARRANTY: Releasor hereby warrants to Releasee that Releasor is the only party that has any legal interest in the Property, the Damage, claims, causes in action, releases, waivers, covenants, etc., which are the subject of this Damage Settlement and that there are no other persons or entities in existence that need to join in the within document as a party in order that Releasee shall have all the benefits provided for in this Damage Settlement. Releasor covenants and agrees to indemnify and save Releasee harmless for any loss that Releasee may sustain as a result of a violation of this warranty by Releasor.

12. LEGAL ACTIONS/ADDITIONAL DOCUMENTS: Releasor covenants to execute and deliver on one (1) or more occasions any and all documents that may reasonably be required by Releasee for filing with any court and/or administrative agency (including, without limitation, the PA DEP) (i) relative to Releasee's use of the Property or anything in close proximity thereto or thereon or (ii) evidencing that the matters that are the subject hereof have been amicably resolved, including, but not limited to immediately terminating or withdrawing, with prejudice, any pending and/or threatened legal actions relative to the subject matter hereof. This provision includes, but is not limited to, the requirement that Releasor properly and promptly sign a three hundred (300) foot waiver agreement required by the PA DEP so that Releasee may conduct activities closer than three hundred (300) feet to any dwelling or other structure or land feature on the Property. Releasor shall fully execute said documents and deliver same to Releasee within five (5) days of receipt of the documents to be signed.

13. DISCLOSURE: To the extent that Releasor conveys, leases, or otherwise transfers any interest in the Property to a transferee, Releasor shall disclose in such transfer documents the existence of this Damage Settlement and shall obtain the agreement of the transferee to be bound by the terms hereof. Releasor covenants and agrees to indemnify and save Releasee harmless for any loss that Releasee may sustain as a result of a violation of this covenant by Releasor.

14. OTHER RIGHTS: Releasor acknowledges that Releasee may own or control some or all of the rights, privileges, and benefits included in this Damage Settlement as a part of Releasee's coal and mining-related rights and other rights. Nothing in this Damage Settlement shall reduce or restrict or be deemed to reduce or restrict any rights, privileges, and benefits that Releasee may now or hereafter otherwise own, control, or acquire relative to the subject matter included in this Damage Settlement.

15. RECORDING: This document may not be recorded in any public office, unless required by order of court or by law. However, upon request by Releasee, Releasor hereby agrees to promptly execute, acknowledge, and deliver to Releasee a Memorandum of Agreement prepared by Releasee in accordance with 21 P.S. Section 405, et seq.

16. CONFIDENTIALITY: Releasor hereby covenants not to communicate any of the terms and provisions of this Damage Settlement to any person or entity except (a) to a bona fide purchaser of the Property, or (b) to the extent required by law, or (c) to the extent that Releasor has engaged legal or other professional consultants for purposes of concluding this Damage Settlement. Releasor shall immediately instruct such purchaser and such consultants to abide by this restriction.

17. INTEGRATION: This Damage Settlement contains the entire settlement and agreement of the parties, and there are no other understandings, representations, or warranties, oral

or written, pertaining to the subject matter hereof. This Damage Settlement may not be changed, modified, or amended, in whole or in part, except in writing signed by the parties.

18. SUCCESSORS AND ASSIGNS: This Damage Settlement and all of its terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.

19. RELIANCE: Neither party executes this document in reliance upon any statements or representations of the other party, other than those representations set forth in this document. Each party enters into this document voluntarily after having received legal advice or the opportunity of seeking legal advice from competent legal counsel.

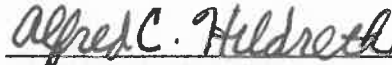
[Signature Page Follows]


WITNESS the due execution hereof, the day and year first above written, intending to be legally bound hereby.

WITNESS:







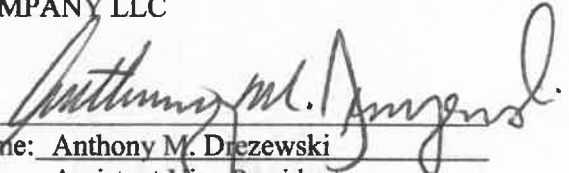
ALFRED C. HILDRETH


ROSEMARY J. HILDRETH

WITNESS:



CONSOL PENNSYLVANIA COAL
COMPANY LLC

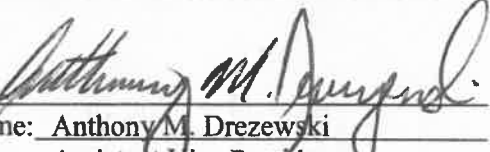
By: 

Name: Anthony M. Drezewski
Title: Assistant Vice President

WITNESS:



CONSOL THERMAL HOLDINGS LLC

By: 

Name: Anthony M. Drezewski
Title: Assistant Vice President