

VIRGINIA:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANTS: Fred N. Kiser, Roy Curtis & Virginia Kiser

DOCKET NUMBER: VGOB 94/08/16-0467-01
VGOB 94/08/16-0468-01
VGOB 94/05/17-0448-01

RELIEF SOUGHT: Supplemental Order for Disbursement of Escrowed Funds on behalf of Fred N. Kiser and Roy Curtis & Virginia Kiser

LEGAL DESCRIPTIONS: Drilling Unit Number VC-702966 created by Board Order Dated July 29, 1994, VGOB 94/08/16-0467, 0468, and VGOB 94/05/17- 0448 in the Kenady District, Dickenson County, Virginia.

HEARING DATE: September 19, 2006

MISCELLANEOUS PETITION

1. Party: Applicants herein are Fred N. Kiser, (hereinafter "Plaintiffs), whose address is 106 Arrington Rd, Rogersville, TN 37857, Roy Curtis & Virginia Kiser, (hereinafter "Plaintiffs), whose address is 4740 East Windstone Trail, Cave Creek, AZ 85331.
2. Facts:
 - a. Equitable was designated as the Operator and Applicants interests were Pooled in the VC-702966 Unit by Order of the Virginia Gas and Oil Board (hereinafter "Board") executed on July 29, 1994, pursuant to Docket No. VGOB 94/08/16-0467, 0468, and VGOB 94/05/17-0448 and recorded in the Circuit Court Clerk's Office of Dickenson County, Virginia on August 5, 1994, Deed Book 302, Page 512 (hereinafter "Order").
 - b. The order and Supplemental Order required the Escrow Agent named and appointed therein to establish an interest-bearing escrow account for funds pertaining to the above-referenced Unit and subject to escrow pursuant to the terms of the Order.
 - c. The Order and Supplemental Order further required the Operator to deposit bonus and royalty payments with the Escrow agent which could not be made because the person(s) entitled hereto could not be made certain due to conflicting claims of ownership.
 - d. Pine Mountain Oil and Gas, Inc. was a conflicting claimant with the above-listed Plaintiffs with regard to Tract 3.
 - e. To resolve this conflict, a Letter dated June 7, 2006 signed by Jerry H. Grantham, an officer of Pine Mountain Oil and Gas, Inc. is attached hereto and incorporated herein as Exhibit "A".

- f. The amounts deposited with the Escrow Agent regarding the Unit need to be determined and distributed accordingly.
- g. Any escrow amount, not yet deposited into the escrow account, held by Operator should also be determined, and distributed to Applicants/Plaintiffs herein, accordingly.
- h. Applicants/Plaintiffs herein do hereby request that the Board enter amended supplemental order for the Unit directing the Escrow Agent and the Operator to disburse to the aforesaid Plaintiff the funds attributable to the previous conflicting claim with Pine Mountain, held in escrow for the VGOB number as listed above.

- 1. The Applicants certify that the matters set forth in the application, to the best of their knowledge, information, and belief, are true and correct and that the form and content of the Application and conform to the requirements of relevant Board regulations and orders.
- 2. Legal Authority: Va. Code Ann. §45.1-361.1 et seq., 4 VAC 25-160, and such other regulations and Board orders promulgated pursuant to law.
- 3. Relief Sought: Applicants request that the Board issue amended supplement order amending all prior orders affecting the Unit which amended supplement order will provide as follows:
 - a. Determining the amount of funds attributable to the Applicants/Plaintiffs herein.
 - b. Directing the Escrow Agent to determine the amount of funds attributable to Applicants/Plaintiffs herein, provide an accounting hereof, and disburse the funds on deposit with the Escrow Agent, including any applicable interest, pertaining to the interest in the Unit shown above for distribution.
 - c. Directing the Operator to determine the amount of funds attributable to the Applicants/Plaintiffs herein, provide an accounting thereof, and disburse the units in its hands, if any, subject to escrow but not then on deposit with the Escrow Agent, including any applicable interest, at the time of the Supplemental Order requested therein is executed, attributable to the Applicants/Plaintiffs herein for distribution.
 - d. Directing the Operator to disburse the funds, including any applicable interest, and provide an accounting thereof, which it may receive after the date of the execution of the amended supplemental order requested in the Application, if any, attributable to the Applicants/Plaintiff herein, and to discontinue the payment of such funds into Escrow.

- e. Granting such other relief as is merited by the evidence and is just and equitable whether or not such relief has been specifically requested herein.

Dated this 18th day of August, 2006.

By: 

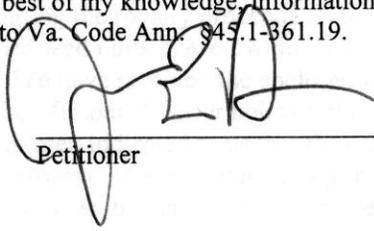
Petitioner

Address: 220 Broad Street, Suite 202

Kingsport, TN 37660

CERTIFICATE

The foregoing application to the best of my knowledge, information and belief is true and correct. Notice was given pursuant to Va. Code Ann. §45.1-361.19.



Petitioner

**PINE MOUNTAIN
Oil and Gas, Inc.**

P.O. Box 2136
406 W. Main Street
Abingdon, Virginia 24212
Phone: (276) 628-9001
Fax: (276) 628-7246



July 7, 2006

Ms. Melanie Freeman
Equitable Production Company
1710 Pennsylvania Avenue
Charleston, WV 25302

Re: Escrowed Royalties – Well Nos. VC-2966 and VC-536062
Missouri I. Kiser Heirs 41.87 acre tract (Fred and Roy Curtis Kiser)

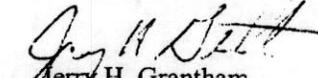
Dear Ms. Freeman:

It is our understanding that you are holding the royalty proceeds on the Missouri I. Kiser Heirs 41.87 acre portion of the above-mentioned well units in escrow due to the conflict in ownership issues regarding coalbed methane. We have received the enclosed letters from Mr. Fred Kiser and Mr. Roy Curtis Kiser, two of the Missouri I. Kiser heirs on this tract, requesting a royalty determination regarding the same. Both men indicated to us that they are owners of the oil and gas in the above-mentioned well units; however, we do not have any information as to the current ownership of this tract. Pine Mountain waives its' claim to the escrowed royalty proceeds related to Fred Kiser and Roy Curtis Kiser's portions of the Missouri I. Kiser heirs' portion of this well unit. Pine Mountain would ask that the appropriate oil and gas owners of Fred Kiser and Roy Curtis Kiser's portion of the Missouri Kiser Heirs' tract receive their proportionate disbursement of the royalty proceeds from this portion of these well units.

By copy of this letter, we are notifying Mr. Fred Kiser and Mr. Roy Curtis Kiser of our action on this matter. If you have any questions or comments, please do not hesitate to contact me at (276) 619-2582 or by email at dlouthian@gl-energy.com.

Sincerely,

PINE MOUNTAIN OIL & GAS, INC.


Jerry H. Grantham
Vice President

Enclosures

cc: Mr. Fred Kiser
Mr. Roy Curtis Kiser

EXHIBIT "E"
VC-2966
VGOB 94/08/16/0467
Unleased Owners/Claimants Requiring Escrow
7/30/2006

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>NET REVENUE INTEREST</u>
<u>Gas Estate Only</u>				
1	Don K. Owens and Kay R. Owens, H/W Box R Haysi, VA 24256	Leased-EREX 241711L-01	0.41350000	0.05168750
2	Leonard Oscar Powers and Trulah F. Powers, H/W P.O. Box 277 Weippe, ID 83553	Unleased	0.19940500	0.02492570
	Bonnie Catherine Edwards Kiser and Edward H. Kiser, H/W Star Route Box 65 Birchleaf, VA 24220	Unleased	0.03067800	0.00383470
	Sandra Powers Strickfadden, Divorced 1511 Ninth Avenue Lewiston, ID 83501	Unleased	0.04601700	0.00575210
3	<u>Missouri I. Kiser Heirs</u> <u>William R. Kiser Heirs</u> Florence Kiser, widow 1513 White Oak Court Martinsville, VA 24112	Unleased Life Estate	0.00000000	0.00000000
	Jackson L. Kiser and Carole G. Kiser, H/W 1513 White Oak Court Martinsville, VA 24112	Unleased Remainderman	0.03090000	0.00386250
	William R. Kiser, Jr. and Nancy Kiser, H/W Foxfield Farm, Route 2 Box 370 Waynesboro, VA 22980	Leased-EREX Remainderman 244789L-03	0.03090000	0.00386250

	<u>Utah Kiser Heirs</u> Bessie Kiser, widow Route 4 Box 400 Clintwood, VA 24228	Leased-EREX 244789L-02	0.06180000	0.00772500
	<u>Aubrey Kiser Heirs</u> Virginia Alta Kiser, widow Star Route Box 35C Cleveland, VA 24225	Unleased	0.06180000	0.00772500
	<u>James Kiser Heirs</u> Cartha Kiser, widow 5722 Dunn Avenue Jacksonville, FL 32218	Leased-EREX Life Estate 244789L-06	0.00000000	0.00000000
	Alona Bailey and Robert Bailey, W/H 7530 Rondex Lane Lewisville, NC 27023	Leased-EREX Remainderman 244789L-07	0.03090000	0.00386250
	Teresa Chandler, Single 353 Jonestown Suite 126 Winston-Salem, NC 27104	Leased-EREX Remainderman 244789L-05	0.03090000	0.00386250
	<u>Coal Estate Only</u>			
1,2, & 3	Clinchfield Coal Co Attn: Paul Guild, Chief Engineer P.O. Box 7 Dante, VA 24237 Pyxis Resources Company Attn: Larry Cline, Property Mgr. P.O. Box 5100 Lebanon, VA 24266	Leased-EREX 241640L-01 PO #1042 T2C-233	0.99860000	0.12482500
	Clinchfield Coal Co Attn: Paul Guild, Chief Engineer P.O. Box 7 Dante, VA 24237 Pyxis Resources Company Attn: Larry Cline, Property Mgr. P.O. Box 5100 Lebanon, VA 24266	Leased-EREX 241490L-01 PO #148 T-414	0.00140000	0.00017500

Weippe, Idaho
May 4, 2007

Mr. Bob Wilson
Va. Gas and Oil Board
P.O. Box 1416
Abingdon, Va. 24212



Dear Mr. Wilson:

Please find enclosed materials I mailed to Don Hall dated Jan. 29, 2007. Mr. Hall told me on the phone that he faxed this material to Phil Horn. I faxed Wilhoit and Kaiser some of this material that Susan asked for. So far I have not heard from any of them by mail, except I have a contract dated Mar. 23, 2007, signed by Phil Horn and notarized on the 26th day of March 2007.

I cannot sign any contract until someone removes the nonowner's names from our tracts of land.

We paid Henry Vanover, Esquire approx. \$50 to write a Quit-Claim deed for the M.I Kiser tract of land in the Summer of 1994. It was recorded Aug. 4, 1994, Deed Book 302 page 466. I can also claim the property under the host Property law, the Abandoned Property law, the laws of Adverse Possession, and Possession is nine tenths of the law.

Yours truly,
Leonard O. Powers

Weippe, Idaho
Jan. 29, 2007

Don Hall

Equitable Production Co. Cloverleaf Sq. Bld. B
Big Stone Gap, Virginia 24219

Dear Mr. Hall:

My wife, Trulah Powers, attended a Gas & Oil Board meeting in April 2005 about well # V 536721. One of the attorneys told the Board Chairman, Mr. Wamper, that my wife showed more ownership of Tract #2 (the MI Kiser tract) than anyone else. Another attorney said he wanted it put into escrow. An attorney sitting near my wife told her she did not have to go to court, he said, "Talk to the man outside the door". (J.W. Griffith). She talked to Mr. Griffith, and he told her that they were getting ready to release the escrow money.

It ~~is~~ ^{is} Bob Powell and Mr. Baker fell on a scheme to have the Tract #3 sold. Bob wrote on a map in Clintwood Court House for Baker to move taxes (over ~~the~~ ^{to} 1994) on another MI Kiser tract located on Lick Branch to Tract #3 for well # VC 2966. The two employees of EREX and other John Does or Jane Does placed the taxes from the Lick Branch tract to Tract #3 on Frying Pan Creek. Before they did this unlawful transaction I filed a quit claim deed under the Lost Property Law, the Abandoned Property Law, and it has always been listed on maps as John M. Powers' land.

I got a tax # for Tract # 3 and have been paying taxes since 1994.

In the fall of 1994, Bob Powell presented to the Board plots of both tracts. I was told by my relatives that Bob had marked over the plots to make them look the same. My niece's husband showed the Board true copies of the two tracts and the Board agreed that they were different tracts.

We thought everything was ok. until 1998, when we saw Tract # 3 up for sale because of back taxes. We called and stopped the sale. No one showed up from M.I. Kiser's heirs to protect the tract.

In the year of 2000, the same tract came up for sale again for back taxes. We were really upset about all these crimes being committed right out of Dickenson County Court House, from the actions of FRET employees and others.

We wrote letters and stopped this sale because there had never been any taxes on Tract # 3 until my wife and I started paying taxes on the tract. Please see enclosed copies from the Dickenson Star about this tract.

Someone paid taxes on the M.I. Kiser's Hick Branch property until in the 60s, then it was abandoned.

Bob Powell or J.W. Griffith placed Sandy (Proctor) (Powers) (Strickfaden) 3rd husbands name on my 46 acre Tract # 2, for well # VC 2966.

Sandy's name should be removed from all my property. She married my brother, Calvin L. Powers, Sr. in Idaho in the early 70s and she divorced him in 1978. I witnessed my Brother's

will in 1977. He willed his home on 429 Preston Ave., Lewiston, Idaho to Sandy and their daughter. He willed any property he had in Virginia to his two children (by his first wife) that lived on his property. If Sandy has any legal claim to any of Powers' property it could only be part of Calvin L. Powers, Sr. property.

J.W. Griffith was supposed to check this out and remove Sandy's and the 17 people's names from my property. Sandy's name from Tract #2, well # 2966, and the 17 names from Tract #2, well # V-536721.

I hope you can clear this mess up soon before we have to go to court. If you can get this straightened out, you can mail us lease papers for Tract #2, well # V-536721.

If you have any questions about these properties, please feel free to call me anytime. (208) 435-4169.

I have been informed that, if I go to court and prove ownership of the minerals, that I can collect three times the value from others that claimed and sold the minerals from my property.

Thank you, and I hope to hear from you very soon.

Yours truly,
Leonard A. Powers

Recorded Aug 4, 1994
Book 302 page 466

QUITCLAIM DEED

THIS QUITCLAIM DEED made and entered into this the 1st day of August, 1994 by and between, BONNIE C. POWERS KISER and LEONARD O. POWERS, GRANTORS, brother and sister, Parties of the first part, who are heirs of Missouri I. Powers Kiser, deceased, 1945, and BONNIE C. POWERS KISER, HCR01, Box 418, Birchleaf, Virginia 24220 and LEONARD O. POWERS, P.O. Box 277, Weippe, Idaho 83553, GRANTEES, Parties of the second part.

W I T N E S S E T H:

That Whereas, MISSOURI I. POWERS KISER acquired by deed dated the 16th day of February 1911, and recorded in Deed Book 29, Page 410, a certain tract, or parcel of real estate in Dickenson County, Virginia. That Missouri I. Kiser, to the best of our knowledge, did not take possession or ownership of the above referenced property. That, to the best of our knowledge, said property adjoins the John M. Powers (deceased) property. That John M. Powers was the father of BONNIE C. POWERS KISER and LEONARD OSCAR POWERS. That John M. Powers was a brother to Missouri I. Kiser. That James H. Powers, deceased, is the father of JOHN M. POWERS and MISSOURI I. KISER.

The parties of the first part do hereby do grant and convey unto the said parties of the second part all of their right, and interest in the following real property, lying and being in the County of Dickenson and State of Virginia, on the waters of Frying Pan Creek of Russell Fork, containing 45 acres and 28 poles more or less and being more particularly bounded and described as follows:

PROPERTY DESCRIPTION

BEGINNING on a laurel on R.R. right-of-way, with it, S. 16 E. 40 poles to a small gum S. 41 E. 7 poles and 7 links to a beech S. 67 E. 11 poles to two small Dogwoods S. 56 E. 10 poles to a small Dogwood N. 55 E. 6 poles to a hickory on some cliffs S. 57 E. 12 poles to a small Hickory S. 22 E. 24 poles to a White Oak on a spur with said spur N. 31-45 E. 3 poles and 11 links to two Black Oaks at some cliffs N. 23 W. 44 poles and 8 links to a Hickory on said spur N. 24-45E. 18 poles and 5 links to a Maple on the ridge between Little Spruce Pine Branch and Frying Pan N. 84-11 E. 20 poles and 4 links to a Maple N. 82-30 E. 12 poles and 13 links to a Hickory on a knoll N. 66-26 E. 14 poles and 12 links to a stake on the spur leaving the spur with lines of lot 3 reversed N. 11-30 W. 34 poles to a small Chestnut and Sourwood N. 42-30 W. 16 poles to two small Black Oaks near a fence N. 77 W. 25 poles to a Black Oak on a spur corner to lots 2 and 3 leaving the spur S. 50 W. 76 poles to a stake near a branch S. 81-30 W. 23 poles to the BEGINNING.

PRIOR REFERENCE

Being the same property conveyed by James H. Powers to Missouri I. Kiser, his daughter, by deed dated the 16th day of February 1911 and of record at the Dickenson County Court House, in Deed Book 29, Page 410.



EQUITABLE RESOURCES EXPLORATION

A Division of EQUITABLE RESOURCES ENERGY COMPANY

Two Executive Park Place
1989 East Stone Drive
Kingsport, TN 37660
(615) 378-5101

June 22, 1994

Dear Mrs & Mr Kiser:

Ben Sutherland the title opinion attorney decided that you also received an interest in the 46.0 acre tract of Leonard Powers. When James Harvey died intestate you and calvin and Leonard were his three heirs and Calvin deeded his interest to Leonard but you did not. This lease covers this interest in the 46.0 acre tract. I don't think we will need the larger tract of Powers Heirs in our unit....so I am sending this lease for your interest in the 46.0 acre tract only. If you decided to lease call me or execute and return to me in the envelope provided.

(703) 679-7000 room 111 or after 5:00 pm (615) 378-9417.

Thank you

Bob Powell
Bob Powell

PS This lease has a non-surface clause on page three and a Paid-up clause on the back page.

BOOK 302 PAGE 727

DEED OF GIFT

THIS DEED OF GIFT, made this the 1st day of August (1994) Nineteen Hundred and Ninety-Four, by and between BONNIE CATHERINE (POWERS) KISER and EDWARD H. KISER, her husband, parties of the first part, and LEONARD OSCAR POWERS and TRULAH FAYE POWERS, his wife, parties of the second part.

WITNESSETH:

The said parties of the first part, having inherited a one-third, interest in a 46 acre tract of land from a brother, JAMES HARVEY POWERS (deceased) do here and from this day forward state that in consideration of love and affection and the sum of ONE DOLLAR (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part doth convey and bestow unto said parties of the second part any and all of said interest in that certain tract or parcel of land on Frying Pan Creek in Dickenson County, Virginia and which is of record described below:

TRACT NO. TWO: (46 acres)

Being the same 46 acres conveyed by John M. Powers to Ona Powers (deceased), his wife, et. al., by deed dated June 16, 1959, and of record in Deed Book 117, Page 21. The boundary limits of said 46 acres are described in the Deed dated September 18, 1913, conveyed by James H. Powers and wife to John M. Powers, and of record in Deed Book 33, Page 408.

2. Bailor and Bailee.—To create this relation the property must be delivered to the bailee. Thus if A takes his car to a public garage to remain over night, the garage owner becomes a bailee for hire. The contract of bailment also exists when a man takes a suit of clothes to a tailor shop to be altered, or when a farmer takes a load of oats to a mill to be ground.

3. The Law with Reference to Lost Property.—The finder of lost property is entitled to keep it until the owner is found, and the general rule is that the finder has good title to it against everyone but the true owner. Usually the law provides the necessary steps to be taken in the case of lost property. The finder must make an honest effort to locate the owner. Failing in this, he may retain the property and maintain his rights as against all others. Should the true owner appear, the finder has no lien on the property, unless a reward has been offered for its return.

The finder does not always take title to the article found. The article must actually have been lost, not merely laid down or aside voluntarily, and forgotten. Thus, if a woman lay down a package in a department store, the owner of the store is the proper custodian, rather than the finder.

4. The Bailee's Responsibility.—A bailee can, provided the limitation is not in violation of law or public policy, and does not excuse him from negligence or fraud on his part, limit his liability by agreement. He becomes the custodian of the goods and is generally required to exert reasonable care against accident or loss. As a rule he cannot be held responsible for loss resulting from the nature of the goods stored. For example if a truck load of fruit arrives at a cold storage plant, the owner is not responsible for any loss due to the condition of the fruit when it arrived. On the other hand, if an employee of the storage company negligently allows the goods to spoil, the owner of the fruit can recover from the storage company.

Suppose your bank grants you the privilege of keeping a strongbox in the bank building without making any charge therefor. The bank, of course, is not bound to exercise as much care as a regular safety deposit company, but it is required to take reasonable precaution, as much care as it uses to protect its own property. Suppose the cashier steals the box. Would the bank be liable to you for the loss? If the bank exercised reasonable care, and if the cashier was a long-trusted employee against whom there was no cause for suspicion, the bank would not be responsible for the loss.

5. The Bailee's Duty.—The bailee is usually a keeper only. However, if he is keeping live-stock, he must supply the food necessary to the animals' good condition. Milch cows must be properly milked; and in case of sickness animals must be given proper medical care and attention. In every case the bailee is required to exercise reasonable care for the goods in the bailment.

Bankruptcy

1. The Bankruptcy Act.—The Constitution of the United States grants to Congress the power to make uniform laws on the subject of bankruptcy. The Bankruptcy Act of 1938, popularly known as the Chandler Act, now contains the law on this subject.

2. Courts.—The Act gives jurisdiction in bankruptcy cases to the district courts of the United States and of the territories and possessions to which the Act applies, and to the District Court of the United States for the District of Columbia.

3. Bankrupts.—Bankrupts are of two classes, voluntary and involuntary. Voluntary bankrupts are those who are declared bankrupt upon their own petitions. Under the new Act, any person (or corporation) owing debts, except a municipal, railroad, insurance, or banking corporation or a building and loan association, is entitled to the benefits of the Act as a voluntary bankrupt. Involuntary bankrupts are those who are declared bankrupt by the proper courts, and who have committed one or more of the acts of bankruptcy hereinafter specified. Any natural person, except a building and loan association, a municipal, railroad, insurance, or banking corporation, owing debts to the amount of \$1,000 or over, may be adjudged an involuntary bankrupt.

4. Acts of Bankruptcy.—As stated in the preceding paragraph, before a person can become an involuntary bankrupt, it is necessary for the petitioning creditors to show that he has committed an act of bankruptcy. The Bankruptcy Act specifically defines what constitutes an act of bankruptcy. A person has committed an act of bankruptcy when he has:

a. Conveyed, transferred, concealed, removed, or permitted to be concealed or removed any part of his property, with intent to hinder, delay, or defraud his creditors or any of them; or

b. Transferred, while insolvent, any portion of his property to one or more of his creditors with intent to prefer such creditor over his other creditors; or

c. Suffered or permitted, while insolvent, any creditor to obtain a lien upon any of his property through legal proceedings, and not having vacated or discharged such lien within thirty days from the date thereof or at least five days before the date set for any sale or other disposition of such property; or

d. Made a general assignment for the benefit of his creditors; or

e. While insolvent or unable to pay his debts as they mature, procured, permitted, or suffered voluntarily or involuntarily the appointment of a receiver or trustee to take charge of his property; or

f. Admitted in writing his inability to pay his debts and his willingness to be adjudged a bankrupt.

5. Filing a Voluntary Petition.—Any person who is entitled to the benefits of the Bankruptcy Act and wishes to avail himself of the same should file his petition, in duplicate, with the

YOUR PROTECTION AGAINST CRIME

a \$1,000 bill. In that case it's likely that the person who dropped it would report its loss to the police, so that before treating the bill as your own you should try to find the owner.

The distinction between lost and abandoned property can be described in another way. The law in this area starts from the assumption that a person who abandons something does not really intend to recover it, whereas the person who loses or misplaces something does hope to recover it. The owner of abandoned property has discarded his ownership; the owner of lost property has not.

The same thing is true of a package that is left on the overhead rack in a train. You may not legally take the package as yours. It is regarded not as abandoned but only as lost or mislaid. Railroad companies operate lost-and-found departments to which their employees refer such packages so that careless passengers know where to go when they realize they have mislaid them. Lost-and-found items are usually held by the railroad for a certain period of time, then sold at auction. The title or ownership you would get by buying items at such an auction would be "good against the world," because what was once merely mislaid has now, by passage of time, been deemed abandoned.

Larceny may also result from a mistake, depending on the facts. Intent is the controlling factor. Let's say you order a raincoat from a store and pay cash for it but ask to have it sent to you. When the package arrives, you find that what has been delivered is a much more expensive coat. You have an obligation to return what was obviously sent you by mistake. Failure to return it would be larceny, because when you discovered the mistake you intended to take and to keep something that was not yours.

The difference between *grand larceny* and *petit, or petty, larceny* depends only on the value of what has been stolen. Check the statutes of

DICKENSON COUNTY

2000 REASSESSMENT

IF PROPERTY HAS BEEN SOLD PLEASE FORWARD NOTICE TO NEW OWNER.

NOTICE OF REAL ESTATE ASSESSMENT CHANGE

MAP NUMBER	ASSESSED VALUE LAND	ASSESSED VALUE BUILDINGS	TOTAL ASSESSED VALUE
00000000018771	29,400	1,000	30,400

REAL ESTATE DESCRIBED AS: PLEASE SEE ENCLOSURE FOR HEARING INFORMATION

ACREAGE: 46.00
 DESCRIPTION: FRYING PAN
 DISTRICT: ERVINTON DISTRICT

POWERS LEONARD O & BONNIE C RISER

AS REQUIRED BY STATE LAW YOUR PROPERTY HAS BEEN ASSESSED AT 100% OF FAIR MARKET VALUE.

P O BOX 277
 WEIPPE IDAHO 83553

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Possession is nine tenths of the law!

ASSESSED TO

T H I S I S N O T A T A X B I L L

T H I S I S N O T A T A X B I L L

WHEN OTHERS OCCUPY YOUR LAND

Under the laws of adverse possession, others who use or occupy your land and unchallenged may claim ownership of it after a certain period of time has passed (see section 302). This chart shows the statutory period by states.

CHART
19

Number of Years of Possession After Which Original Owner No Longer Claim the Property as His

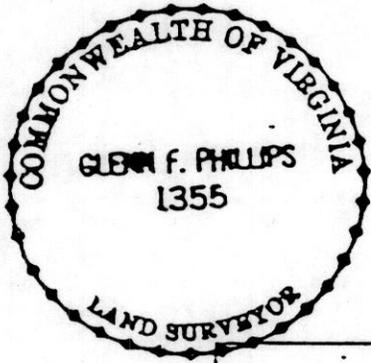
ALABAMA	10 ¹	KENTUCKY	15	NORTH DAKOTA	
ALASKA	7 ²	LOUISIANA	30 ⁶	OHIO	
ARIZONA	10 ³	MAINE	20	OKLAHOMA	
ARKANSAS	7	MARYLAND	20	OREGON	
CALIFORNIA	5	MASSACHUSETTS	20 ⁷	PENNSYLVANIA	
COLORADO	18 ⁴	MICHIGAN	15	RHODE ISLAND	
CONNECTICUT	15	MINNESOTA	15	SOUTH CAROLINA	
DELAWARE	20	MISSISSIPPI	10	SOUTH DAKOTA	
D.C.	15	MISSOURI	10	TENNESSEE	
FLORIDA	7	MONTANA	5	TEXAS	
GEORGIA	20 ⁵	NEBRASKA	10	UTAH	
HAWAII	20	NEVADA	5 ⁸	VERMONT	4 ⁷
IDAHO	5	NEW HAMPSHIRE	20	VIRGINIA	15
ILLINOIS	20	NEW JERSEY	30 ⁹	WASHINGTON	
INDIANA	10	NEW MEXICO	10	WEST VIRGINIA	
IOWA	10	NEW YORK	10	WISCONSIN	
KANSAS	15	NORTH CAROLINA	20 ¹⁰	WYOMING	

- (1) 10 years sufficient in some cases.
- (2) Under color of title.
- (3) For up to 160 acres if the land is enclosed or described in some recorded memorandum; 5 years if the land is a city lot or held under a recorded deed and the person possessing it has used it and paid taxes on it; or 3 years under color of title.
- (4) Or 7 years under color of title, all taxes having been paid.
- (5) Or 7 years under written evidence of title.
- (6) Or 10 years under just title and in good faith.
- (7) Title to registered land cannot be acquired by adverse possession.
- (8) Or 2 years for recovery of mining claims.
- (9) Or 60 years for woodlands and unimproved tracts held without color of title.
- (10) Or 7 years for property with known boundaries held under color of title.
- (11) Or 10 years if all taxes and assessments have been paid.
- (12) Or fewer years if held under color of title or some other claim.
- (13) Or 10 years under color of title based on a written instrument or a judgment.

Note: "Under color of title" means that the person occupying the land is the apparent owner even though his title is legally defective.

HOMEOWNERS

Homeowner's Rights as a Homeowner
 Homeowner's right to the property. This means the next section—you keep off it anyone for any legal and neighbor's or the public as private person keep them off your comes onto your (see section 46). you may use reason includes things as leaves and branches a trespass against him to authorities i when people may If your neighbor entering his own property to find in your favor discussion of trespass your right to bar public Constitution protect section 22), but by a judge or without your permission in the door if necessary house without a permit warrant allows, you (section 38). You are not an illegal search. E is not admissible in court. Police may also cooperate with or without however, the policeman pursuing has committed



Latitude 37° 07' 30"

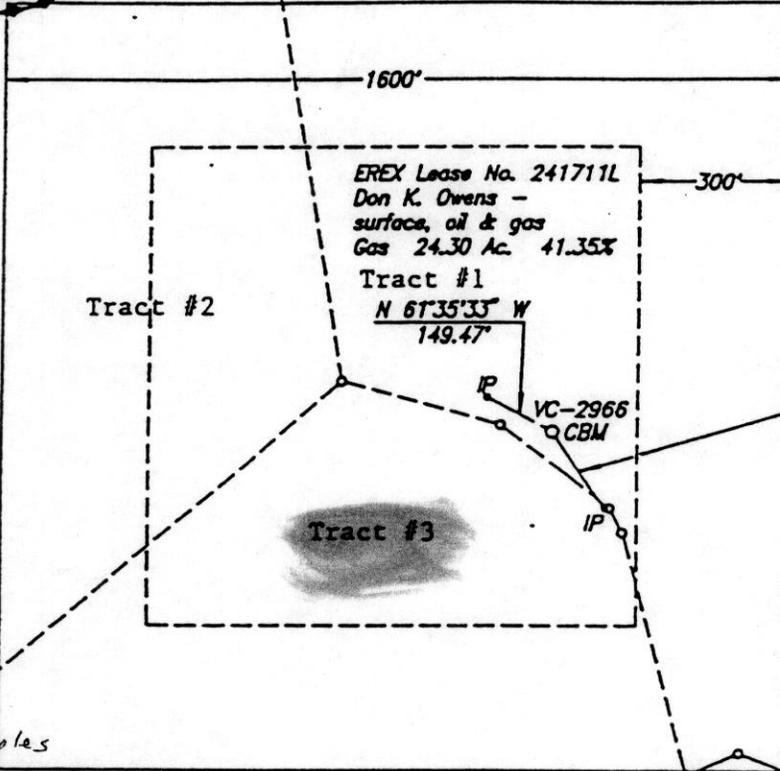
BOOK 304 PAGE 014

J. H. Powers
1108.79 Acres
Cinchfield Coal Company /
Pyxis Resources Company - coal

Longitude 82° 12' 30"

11,890'

Leonard Powers
surface, oil & gas
J. H. Powers
1108.79 Acres
Cinchfield Coal Company /
Pyxis Resources Company - coal
Gas 16.23 Ac. 27.61%



Tract #3

Tract #4

Deed 45 Acres 428 poles

42.199

Leonard Powers, et al
surface, oil & gas
J. H. Powers
1108.79 Acres
Cinchfield Coal Company /
Pyxis Resources Company - coal
Gas 18.16 Ac. 30.90%

EREX Lease No. PO-148 / T-414
S. D. Sutherland
76.30 Acres
Cinchfield Coal Company /
Pyxis Resources Company - surface & coal
Pine Mountain Oil & Gas, Inc. - oil & gas
Gas 0.08 Ac. 0.14%

Well Coordinates: (VA SL Plane S. Zone,
Calculated from CCC coordinates)
N 297,732 E 914,216

Well Coordinates: (Cinchfield Coal Co.)
S 2,793.87 E 46,630.10

Area of Unit = 58.77 Ac.

Well elevation determined by trigonometric
leveling from monument Ashby

WELL LOCATION PLAT

COMPANY Equitable Resources Exploration WELL NAME AND NUMBER VC-2966
TRACT NO. 241711L ELEVATION 2073.56 QUADRANGLE Duty
COUNTY Dickenson DISTRICT Ervington SCALE 1" = 400' DATE 3-10-1994

This Plat is a new plat x; an updated plat ; or a final location plat

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

Glenn F. Phillips

Licensed Professional Engineer or Licensed Land Surveyor

THIS DEED, made this the 16th day of June, 1959, between John M. Powers, party of the first part, and Ona Powers, James Harvey Powers, Leonard Oscar Powers, ^{ON}Bernie Catherine (Powers) Edwards, and Calvin Lee Powers, the heirs-at-law of the grantor herein, parties of the second part.

WITNESSETH: That in consideration of Five Dollars and the love and affection of the grantor for his said heirs-at-law, the said party of the first part doth grant, bargain, sell and convey unto the said parties of the second part, with covenants of General Warranty, all those two tracts of land lying and being on Frying Pan Creek in Dickenson County, Virginia, to-wit:

TRACT ONE: Tract of 280 acres conveyed by James H. Powers to John M. Powers by deed dated February 28, 1906, and of record in Deed Book 26, page 113; two tracts to be excepted from this larger tract: (1) 22 acres conveyed to George Thomas, and (2) 25 acres conveyed to Clyde Edwards, et al.

TRACT TWO: Tract of 46 acres conveyed by James H. Powers and wife to John M. Powers by deed dated September 18, 1913, and of record in Deed Book 33, page 406. Reference is hereby made to said Deed Books for more particular descriptions of the two tracts conveyed by this deed.

The grantor herein reserves to himself a life interest for use and control of said tracts.

To have and to hold with all the appurtenances and privileges thereto belonging or in anywise appertaining - except the coal which has been previously conveyed.

WITNESS the following signature and seal:

John M. Powers (SEAL)

STATE OF VIRGINIA
COUNTY OF DICKENSON, TO-WIT:

I, W. Bernard Raper, a Notary Public of and for the County aforesaid in the State of Virginia, do certify that John M. Powers, whose name is signed to the foregoing conveyance bearing date on the 16th day of June, 1959, has this day acknowledged the same before me in my County aforesaid.

My term of office expires Aug 6, 1960
Given under my hand this 30 day of June, 1959

W. Bernard Raper
W. P.

Recorded in Deed Book 117, p 21.

Letters to the Editor.....

Nuisance laws versus human rights

Dear Sirs:

Throughout history, the mainspring of human advancement has been liberty and private property. In many places of the world without private ownership of property, there is no such thing as human rights and liberty, and no possibility of material advancement, either. The U.S. Supreme Court declared property rights as "fundamental civil rights" in a celebrated 1972 case *Lynch vs Household Finance*. "The right to liberty is inseparable from the right to property", the court noted, "one cannot exist without the other."

I am one of those so called "junk-yard dogs" mentioned in the Lewiston Morning Tribune article of Aug. 14, that attempted to remind the Orofino City Council that when they trample on private property, they are infringing on basic human rights. The Council should not have been surprised when they raised the hackles of these "citizen canines" in their bid to institute an expanded nuisance ordinance. The Council must remember that there is no distinction between property rights and human rights. In reality, property per se has no rights, only humans do. Property rights are rights of humans to the fruits of their own labor. When people see a real or perceived threat to those rights they naturally become defensive.

However, one thing the citizens voicing their disdain for the Council's actions must also remember is that not a single official of City Staff member is trying to harm Orofino or it's people. As I said in my statement Monday night, I too, applaud the Council's initiative in trying to help our fair city become an even better place to live. Is there blight in the town? Yes. Should we attempt to beautify our village? Yes. Not one of our elected public servants is getting rich from their service to the community and folks need to remember that personal attacks and denigrating comments have no place in the discourse of the public's business.

The Orofino City Council must be reminded that the task of government (whether Federal, State or Local) is to enforce the laws against those who would threaten or take our lives, interfere with our liberties, or intrude upon our property. Those civilian activists must also be reminded to be civil. And that our public and elected officials are trying to balance the communities needs as best they can.

Dennis W. Fuller

David H. Liddle
Attorney for Plaintiff
142 "A" Thain Road
Lewiston, Idaho 83501
(208) 746-9651

FILED

AT 9:49 O'CLOCK *e*

DEC 7 - 1978

JAMES LLOYD
CLERK OF THE DISTRICT COURT

Marine
DEPUTY

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

SANDRA GAYLE POWERS,
Plaintiff,

vs.

CALVIN LEE POWERS, SR.,
Defendant.

CASE NO. 40233

DECREE OF DIVORCE

The above entitled matter having come on duly and regularly for hearing before the above entitled court at Lewiston, Nez Perce County, State of Idaho, the plaintiff appearing in person and with her counsel, David H. Liddle, and the defendant not appearing and no one appearing for or on his behalf, all after the default of the defendant was entered for his failure to answer, plead, or otherwise reply to the plaintiff's complaint or in any way appear after being duly and regularly served with summons and process and a copy of the complaint in this action, and the court having concluded as a matter of law that the plaintiff is entitled to the relief sought, and

THEREFORE, the following decree is made and entered by this court:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

I.

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and they hereby

DECREE OF DIVORCE

-1-

are, dissolved, and the plaintiff be, and she hereby is, granted an absolute decree of divorce from the defendant upon the grounds of irreconcilable differences.

II.

That the plaintiff is awarded the sole care, custody, and control of the minor child of the parties, Lisa Jo Powers (born June 29, 1974), with reasonable rights of visitation in the defendant, reasonable rights of visitation being defined as visitation with said child at reasonable times by pre-arrangement with the plaintiff and subject further to the condition that the defendant may not have visitation privileges with said child during the time he is drinking alcoholic beverages.

III.

That the defendant is ordered to pay to the plaintiff, in the event that the defendant becomes employed or ceases to receive social security benefits, a sum equal to that which the minor child was receiving from social security at the time the defendant became employed, said payment to be not less than \$200.00 per month as child support until said child either marries, reaches the age of majority, or is otherwise emancipated.

IV.

That the defendant is ordered to maintain the present hospital and medical insurance on the child of the parties which the defendant presently has through North Idaho District Medical Service Bureau of provide comparable insurance coverage.

V.

That the defendant is ordered to pay for all prescription drugs, eye glasses and dental work for said child.

VI.

That the defendant is ordered to keep his life insurance policies in force and to name the minor child of the parties as the beneficiary of said policies until said child reaches the age of majority, marries, or is otherwise emancipated;

VII.

That the plaintiff is hereby awarded the following described property:

PERSONAL PROPERTY

1973 Grank Prix automobile, 1959 Ford half-ton pickup truck, 30.06 rifle, 22 automatic pistol, all household goods and furnishings, all jewelry, checking account in the amount of \$89.00 at Valley Bank, Charkston, Washington, savings account with Valley Bank, Clarkston, Washington, plaintiff's life insurance policy with Farmers New World Life the face amount of \$5,000.00, life insurance policy with Pioneer Mutual Life Insurance in the face amount of \$5,000.00, and the plaintiff's and the minor child's personal effects.

VIII.

That the defendant is hereby awarded the following described property:

1978 Subaru station wagon, all occupational tools, four antique Powers family pictures, one banjo, life insurance policy with State Farm Life Insurance Company with the face amount of \$20,000.00, all other life insurance policies presently owned by the defendant, 300 mangum Winchester rifle, 12 gauge shot-gun, antique Stradivarious violin, and the defendant's personal effects.

IX.

That the real property owned by the parties shall be sold and the proceeds of said sale shall be used to pay the community debts incurred by the parties, with the exception of the debts owed to Roger's Pontiac in the amount of \$575.00 and Valley Bank, Clarkston, Washington, in the amount of \$1,100.00, which debts the plaintiff shall pay. That any surplus remaining after said sale shall be divided equally between the parties.

X.

That the plaintiff shall remain in possession of said real

property until it is sold.

XI.

That sixty days from the date hereof, counsel for the plaintiff may withdraw and will no longer be the counsel of record for the plaintiff, pursuant to I.R.C.P. 11(b)(2).

Dated this 7th day of December, 1978.

JOHN H. MANNING
JUDGE

I hereby certify that a certified copy of the foregoing decree was mailed on December 7th, 1978, to the following people:

Sandra Gayle Powers, 429 Preston Avenue, Lewiston, Idaho 83501

Calvin Lee Powers, Sr., 401 Diagonal, Clarkston, Washington 99403

By Maureen Allard

James E. Lloyd, Clerk of the above entitled Court
12-7-78
SECRET
WITNESSES
JAMES E. LLOYD, Clerk
By Maureen Allard
Deputy

Weippe, Idaho

August 1, 1994

To Whom It May Concern:

For the record I, Leonard O. Powers, brother to Calvin L. Powers, Jr., do certify that I was a witness when Calvin L. Powers dictated his will to Leslie McCarthy, Attorney at Law, in Mr. McCarthy's office in Lewiston, Idaho. This will was drawn up in late 1977 or early in 1978.

I certify that Calvin L. Powers willed his property on 429 Preston Ave., Lewiston, Idaho to Sandra Powers and his daughter Lisa Jo Powers. Calvin had some interest in some property in Dickenson County, Virginia that he inherited from our father, John M. Powers. ^{Calvin L. Powers} ~~was willed~~ ^{his} ~~property~~ ^{will} in Virginia to his two children by his first marriage. They are Calvin Lee Powers, Jr. and Theresa Jo (Powers) Edwards.

Mr. McCarthy placed the will in his safe and would not give Calvin a copy. Mr. McCarthy told Calvin he (McCarthy) had to keep the will because he would be the executor of the will.

So far Calvin's family can not locate the will. Mr. McCarthy is dead.

Signed: Leonard O. Powers
Witness: Donald F. Powers

QUITCLAIM DEED

THIS QUITCLAIM DEED made and entered into this the 1st day of August, 1994 by and between, BONNIE C. POWERS KISER and LEONARD O. POWERS, GRANTORS, brother and sister, Parties of the first part, who are heirs of Missouri I. Powers Kiser, deceased, 1945, and BONNIE C. POWERS KISER, HCR01, Box 418, Birchleaf, Virginia 24220 and LEONARD O. POWERS, P.O. Box 277, Weippe, Idaho 83553, GRANTEES, Parties of the second part.

W I T N E S S E T H:

That Whereas, MISSOURI I. POWERS KISER acquired by deed dated the 16th day of February 1911, and recorded in Deed Book 29, Page 410, a certain tract, or parcel of real estate in Dickenson County, Virginia. That Missouri I. Kiser, to the best of our knowledge, did not take possession or ownership of the above referenced property. That, to the best of our knowledge, said property adjoins the John M. Powers (deceased) property. That John M. Powers was the father of BONNIE C. POWERS KISER and LEONARD OSCAR POWERS. That John M. Powers was a brother to Missouri I. Kiser. That James H. Powers, deceased, is the father of JOHN M. POWERS and MISSOURI I. KISER.

The parties of the first part do hereby do grant and convey unto the said parties of the second part all of their right, and interest in the following real property, lying and being in the County of Dickenson and State of Virginia, on the waters of Frying Pan Creek of Russell Fork, containing 45 acres and 28 poles more or less and being more particularly bounded and described as follows:

PROPERTY DESCRIPTION

BEGINNING on a laurel on R.R. right-of-way, with it, S. 16 E. 40 poles to a small gum S. 41 E. 7 poles and 7 links to a beech S. 67 E. 11 poles to two small Dogwoods S. 56 E. 10 poles to a small Dogwood N. 55 E. 6 poles to a hickory on some cliffs S. 57 E. 12 poles to a small Hickory S. 22 E. 24 poles to a White Oak on a spur with said spur N. 31-45 E. 3 poles and 11 links to two Black Oaks at some cliffs N. 23 W. 44 poles and 8 links to a Hickory on said spur N. 24-45E. 18 poles and 5 links to a Maple on the ridge between Little Spruce Pine Branch and Frying Pan N. 84-11 E. 20 poles and 4 links to a Maple N. 82-30 E. 12 poles and 13 links to a Hickory on a knoll N. 66-26 E. 14 poles and 12 links to a stake on the spur leaving the spur with lines of lot 3 reversed N. 11-30 W. 34 poles to a small Chestnut and Sourwood N. 42-30 W. 16 poles to two small Black Oaks near a fence N. 77 W. 25 poles to a Black Oak on a spur corner to lots 2 and 3 leaving the spur S. 50 W. 76 poles to a stake near a branch S. 81-30 W. 23 poles to the BEGINNING.

PRIOR REFERENCE

Being the same property conveyed by James H. Powers to Missouri I. Kiser, his daughter, by deed dated the 16th day of February 1911 and of record at the Dickenson County Court House, in Deed Book 29, Page 410.

WITNESS the following signatures and seals:

Leonard Oscar Powers (seal)
LEONARD OSCAR POWERS

Bonnie C. Powers Kiser (seal)
BONNIE C. POWERS KISER

STATE OF IDAHO

County of Clearwater:

On this 1 st day of August, 1994, LEONARD OSCAR POWERS, personally appeared before me and acknowledged his signature on the foregoing deed dated the 1 st day of August, 1994.

Given under my hand this the 1 st day of August, 1994.

Margorie Gates
NOTARY PUBLIC

My commission expires on: 11-21-98

STATE OF VIRGINIA

COUNTY OF Dickenson:

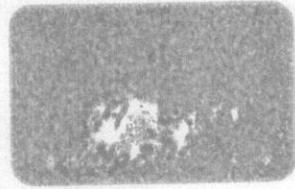
On this 4th day of August, 1994 BONNIE C. POWERS KISER, personally appeared before me and acknowledged her signature on the foregoing deed dated the 1st day of August, 1994.

Given under my hand this the 4th day of August, 1994.

Susan D. Johnson
NOTARY PUBLIC

My commission expires on: 9-30-95

EXHIBIT "B"
VC-2966
VGOB 94/08/16/0467



<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
<u>Gas Estate Only</u>				
1	Don K. Owens and Kay R. Owens, H/W Box R Haysi, VA 24256	Leased - EREX 241711L-01	41.3500%	24.3000
2	Leonard Oscar Powers and Trulah F. Powers H/W P. O. Box 277 Weippe, ID 83553	Unleased	19.9405%	11.7217
	Bonnie Catherine Edwards Kiser and Edward H. Kiser W/H Star Route Box 65 Birchleaf, VA 24220	Unleased	3.0678%	1.8033
	Sandra Powers Strickfaden, Divorced 1511 Ninth Avenue Lewiston, ID 83501	Unleased	4.6017%	2.7050
3	<u>Missouri I. Kiser Heirs</u> <u>William R. Kiser Heirs</u> Florence Kiser, Widow 1513 White Oak Court Martinsville, VA 24112	Unleased Life Estate	0.0000%	0.0000
	Jackson L. Kiser and Carole G. Kiser, H/W 1513 White Oak Court Martinsville, VA 24112	Unleased Remainderman	3.0900%	1.8160
	William R. Kiser Jr. and Nancy Kiser, H/W Foxfield Farm, Route 2 Box 370 Waynesboro, VA 22980	Unleased Remainderman	3.0900%	1.8160
	<u>Utah Kiser Heirs</u> Bessie Kiser, Widow Route 4 Box 398 Clintwood, VA 24228	Unleased	6.1800%	3.6320
	<u>Aubrey Kiser Heirs</u> Virginia Alta Kiser, Widow Star Route Box 35C Cleveland, VA 24225	Unleased	6.1800%	3.6320
	<u>Herbert S. Kiser Heirs</u> Roy Curtis Kiser and Virginia Kiser, H/W 4740 East Windstone Trail Cave Creek, AZ 85331	Unleased	3.0900%	1.8160

EXHIBIT "B"
VC-2966
VGOB 94/08/16/0467

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Fred N. Kiser and Catherine Kiser, H/W Route 1 Box 2120 Rogersville, TN 37857	Leased - EREX 244789L-01	3.0900%	1.8160
	James Kiser Heirs Cartha Kiser, Widow 5722 Dunn Avenue Jacksonville, FL 32218	Unleased Life Estate	0.0000%	0.0000
	Alona Bailey and Robert Bailey, W/H 7530 Rondex Lane Lewisville, NC 27023	Unleased Remainderman	3.0900%	1.8160
	Teresa Chandler, Single 353 Jonestown Suite 126 Winston-Salem, NC 27104	Unleased Remainderman	3.0900%	1.8160
4	Pine Mountain Oil & Gas, Inc. Attn: Richard Brillhart P. O. Box 4000 Lebanon, VA 24266	Leased - EREX 241490L-01 T-414	0.1400%	0.0800
TOTAL			100.00%	58.770
	Percentage of Unit Leased		44.58%	
	Percentage of Unit Unleased		55.42%	
	Acreage in Unit Leased			26.196
	Acreage in Unit Unleased			32.574

EXHIBIT "B"
VC-2966

VGOB 94/08/16/0467

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
<u>Coal Estate Only</u>				
1, 2, & 3	Clinchfield Coal Co. Attn: Paul Guild, Chief Engineer P. O. Box 7 Dante, VA 24237 Pyxis Resources Company Attn: Larry Cline, Property Mgr. P. O. Box 5100 Lebanon, VA 24266	Leased - EREX 241640L-01 PO #1042 T2C-233	99.86%	58.69
4	Clinchfield Coal Co. Attn: Paul Guild, Chief Engineer P. O. Box 7 Dante, VA 24237 Pyxis Resources Company Attn: Larry Cline, Property Mgr. P. O. Box 5100 Lebanon, VA 24266	Leased - EREX 241490L-01 PO #148 T-414	0.14%	0.08
TOTAL			100.00%	58.77
	Percentage of Unit Leased		100.00%	
	Percentage of Unit Unleased		0.00%	
	Acreage in Unit Leased			58.77
	Acreage in Unit Unleased			0.00

VIRGINIA:
VIRGINIA GAS AND OIL BOARD

RE: Miscellaneous Petition by EQT Production Company
Involving Docket No: VGOB 94/08/16-0467
Asking For Hearing January 19th, 2010



Objections For Hearing on January 19th, 2010

1. We, Leonard and Trulah Powers, cannot be present at this hearing on January 19th, 2010. EQT is aware of this. I, Leonard Powers, will be attending a settlement conference with EQT, Equitable Production Co., in Federal District Court in Abingdon, Virginia on January 19th, 2010. This conference was requested by an EQT attorney.
2. The petition does not have the right escrow amount for VC-2966; they state as of 10-31-2009 there was \$57,521.70 in VC-2966. Bob Wilson stated to us in a letter as of 6-30-2008, there was \$61,151.11 in escrow for the above-mentioned well. Diane, of the DMME office, sent us a notice for escrow in #VC-2966 for end of month September on 2009. It showed \$66,764.73.
3. Under, "Relief Sought", EQT is seeking Supplemental Order for Disbursement of escrowed funds on behalf of Leonard and Trulah Powers and Range Resources-Pine Mountain Inc. (RRPM). RRPM had no right to claim to our gas. When our gas was pooled Clinchfield Coal Corp. (CCC) claimed our methane gas (CBM) because they claimed our coal, and that the CBM comes from coal and rock.

EQT is seeking Disbursement of funds from escrow for RRPM and us. We will not "split" the escrow from our gas royalty with RRPM nor anyone else. The courts have spoken over and over again, but gas companies are not listening.

The Virginia Supreme Court ruled in 2004, unanimously (7-0), that the land owner owns the gas as opposed to the coal owner. This means that we own our gas; not us and someone else.

The U.S. Congressional act of 1909 and 1910 ruled that the gas is not part of the coal, and the U.S. Supreme Court ruling in the Ute Indian case v. Amoco in 1999, ruled that the gas is not part of the coal.

Facts: 2g states that any escrow amount not yet deposited, should be distributed to the plaintiff's herein, which are RRPM and Leonard and Trulah Powers.

Facts: 2h also asks that the escrowed funds be distributed to the afore said Plaintiff, which was Leonard and Trulah Powers and RRPM.

**COMMONWEALTH OF VIRGINIA
GAS AND OIL BOARD
MINUTES FROM JANUARY 19, 2010**

Pursuant to Sections 45.1-361.9B and 45.1361.22.B of the Code of Virginia, the Virginia Gas and Oil Board held their regular monthly hearings that commenced at 9 a.m. on Tuesday, January 19, 2010. The hearings were conducted at the Conference Center, Russell County Office Building, and 139 Highland Drive, Lebanon, Virginia.

Board members present included: Mr. Bradley C. (Butch) Lambert (Chairman), Mrs. Peggy Barber, Mrs. Nellie K. Dye, Mr. Bill Harris, Mr. Bruce Prather, and Mr. Donnie Ratliff.

Also in attendance were Ms. Sharon M. B. Pigeon, Sr. Assistant Attorney General; Mr. David E Asbury Jr., Principal Executive to the Staff of the Board; and Mrs. Diane J. Davis, Programs Administrator-Division of Gas and Oil.

- 1. The Board will receive public comments. Public comments were received from Catherine Jewell, Ronnie Osborne and Shirley Osborne, Juanita Sneeuwjagt, and Louise Compton.**
- 2. The Board in compliance with Section 45.1-361.22.5 received an executed royalty split agreement from Erma Horn and James McGuire Land Trust, conflicting owners in unit Q-43. Following statute requirement the unit operator was compelled to file a petition for disbursement of funds with the board for these parties, Garden District, Buchanan County VA. Docket Number 00-0321-0779-02.
The petition was approved by the Board for disbursement.**
- 3. The Board in compliance with Section 45.1-361.22.5 received an executed royalty split agreement from Erma Horn and James McGuire Land Trust, conflicting owners in unit Q-44. Following statute requirement the unit operator was compelled to file a petition for disbursement of funds with the board for these parties Garden District, Buchanan County VA. Docket Number 00-0321-0780-02.
The petition was approved by the Board for disbursement.**
- 4. The Board in compliance with Section 45.1-361.22.5 received an executed royalty split agreement from Erma Horn and James McGuire Land Trust, conflicting owners in unit R-43. Following statute requirement the unit operator was compelled to file a petition for disbursement of funds with the board for these parties, Garden District, Buchanan County VA. Docket Number 00-0321-0781-02.
The petition was approved by the Board for disbursement.**
- 5. The Board in compliance with Section 45.1-361.22.5 received an executed royalty split agreement from Erma Horn and James McGuire Land Trust, conflicting owners in unit R-44. Following statute requirement the unit operator was compelled to file a petition for disbursement of funds with the board for these parties, Garden District, Buchanan County VA. Docket Number 00-0321-0782-01.
The petition was approved by the Board for disbursement.**

6. The Board in compliance with Section 45.1-361.22.5 received an executed royalty split agreement from Erma Horn and James McGuire Land Trust, conflicting owners in unit S-44. Following statute requirement the unit operator was compelled to file a petition for disbursement of funds with the board for these parties, Garden District, and Buchanan County VA. Docket Number 00-0321-0784-01.
The petition was approved by the Board for disbursement.
7. The Board on its own motion will hear testimony from EQT Production Company clarifying the previously issued order under docket VGOB-08-0819-2301.
After much discussion, the Board approved the recommendation that payment would be calculated first on percent of length of lateral of horizontal well (exhibit GG) in each unit and second on percent of acreage in unit.
8. A petition from EQT Production Company for a well location exception for proposed conventional well V-502747, Gladeville District, and Wise County, Virginia. Docket Number VGOB-09-1215-2656.
The petition was approved by the Board.
9. A petition from Range Resources-Pine Mountain, Inc. for the establishment of a Provisional drilling Unit consisting of 320 acres, Unit RR 2659, for the drilling of horizontal conventional gas wells, Sandlick District, Dickenson County, Virginia. Docket Number VGOB-09-1215-2659.
The petition was approved by the Board.
10. A petition from Range Resources-Pine Mountain, Inc. for a well location exception for proposed conventional well V-530248, Clintwood District, and Dickenson County, Virginia. Docket Number VGOB-09-1215-2660.
The petition was approved by the Board.
11. A petition from CNX Gas Company LLC for the creation of provisional drilling unit, pooling and a location exception for proposed horizontal conventional Unit I12CV, South Grundy District, and Buchanan County, Virginia. Docket Number VGOB 10-0119-2661.
The Board approved the creation of the unit and location exception but the pooling portion of the petition was continued to February 2010.
12. A petition from EQT Production Company for the pooling of Unit and well VC-537199 (Nora Grid BP-23), Kenady District, and Dickenson County, Virginia. Docket Number VGOB 10-0119-2662.
The petition was continued to February 2010.

HUNTER, SMITH & DAVIS
ATTORNEYS AT LAW

Established 1916

LAW CENTER - 1212 NORTH EASTMAN ROAD

P. O. BOX 3740

KINGSPORT, TENNESSEE 37664

TELEPHONE: (615) 378-8800

FAX: (615) 378-8801

EDWIN L. TREADWAY
S. MORRIS HADDEN
T. ARTHUR SCOTT, JR.
WILLIAM C. BOVENDER
WILLIAM T. WRAY, JR.
WILLIAM C. ARGABRITE
JIMMIE CARPENTER MILLER
MARK S. DESSAUER
GREGORY K. HADEN
MICHAEL L. FORRESTER
T. MARTIN BROWDER, JR.
STEPHEN M. DARDEN
EDWARD J. WEBB, JR.
JAS. N. L. HUMPHREYS
CYNTHIA S. KESSLER
GARY D. MILLER
JOHN A. A. BELLAMY
RODNEY S. KLEIN
JAMES E. KAISER
K. JEFF LUETHKE
JULIE POE BENNETT

GEORGE E. PENN, JR. (1954)
E. G. HUNTER (1967)
ERNEST F. SMITH (1978)
BEN C. DAVIS (1983)
EDWIN O. NORRIS (1994)

COUNSEL

SHELBURNE FERGUSON, JR.
DOUGLAS S. TWEED
THOMAS R. WILSON

JAMES R. BOWLES, CPA, CFP

JOHNSON CITY OFFICE
SUITE 500 - FIRST AMERICAN CENTER
208 SUNSET DRIVE
JOHNSON CITY, TENNESSEE 37604
TELEPHONE: (615) 283-6300
FAX: (615) 283-6301

WRITER'S DIRECT DIAL NUMBER:

January 6, 1995

Diane Davis
Virginia Gas and Oil Board
Department of Mines, Minerals & Energy
P.O. Box 1416
Abingdon, VA 24210

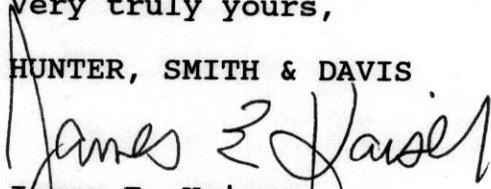
Re: Well No. VC-2966
Docket No. VGOB-94/08/16-0467
Our File No. ERE-R.61653

Dear Diane:

Enclosed please find the Affidavit of Mailing for the Supplemental Order for the above referenced.

Very truly yours,

HUNTER, SMITH & DAVIS


James E. Kaiser

LMC/HSJEK

enclosure

cc: Sandy Abel



BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: EQUITABLE RESOURCES)
EXPLORATION)
RELIEF SOUGHT: POOLING)
WELL NUMBER: VC-2966) DOCKET NO. VGOB-94/08/16-0467

AFFIDAVIT OF MAILING
(CERTIFICATE OF SERVICE)

STATE OF TENNESSEE)
COUNTY OF SULLIVAN)

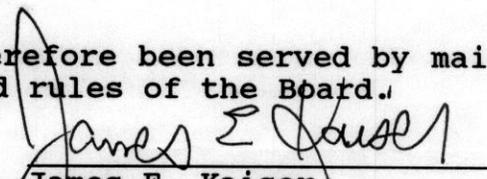
James E. Kaiser, of lawful age, being duly sworn, upon oath, deposes and says:

(1) He is an attorney employed by Hunter, Smith & Davis, Agent for Equitable Resources Exploration ("EREX") and makes this affidavit on behalf of EREX.

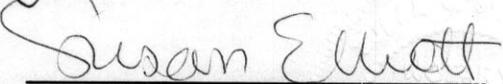
(2) Based upon information and belief, the names and last-known addresses, where such addresses are known, of the unleased parties owning an interest in the coalbed methane in this cause are set forth in the Order of the Board now of record in Wise County, Virginia, at Deed Book 304, Page 004, and in the Supplemental Order Regarding Elections of record in Dickenson County, Virginia, at Deed Book 305, Page 786.

(3) On the 4th day of January, 1995, true and correct copies of the Supplemental Order in this matter were placed in the United States mail in Kingsport, TN, First Class, duly addressed to all parties at their respective addresses.

(4) Notice of this cause has therefore been served by mail pursuant to the applicable statutes and rules of the Board.


James E. Kaiser

SUBSCRIBED AND SWORN TO before me this 5th day of January, 1995.


Notary Public

My commission expires:

12/20/98

Asbury, David (DMME)

From: RBarrett@eqt.com
Sent: Friday, September 10, 2010 4:06 PM
To: RBarrett@eqt.com; Asbury, David (DMME); jek@wilhoitandkaiser.com; Davis, Diane (DMME)
Subject: RE: VC-702966 VGOB docket # 94-0816-0467-01

Scott is in Colorado right now and will be returning on Sunday.
 I am on the road to Charleston on Monday, but feel free to call Scott to discuss.
 Scott's position is that Trula needs to come to VA in the future (not to the pooling hearing) and give her deposition for the Federal matter regarding her claim of ownership in tracts 2 (Strickfadden) and tract 3 (M. I. Kiser Heirs)
 Thanks All.

From: Barrett, Rita
Sent: Friday, September 10, 2010 3:52 PM
To: 'Asbury, David (DMME)'; jek@wilhoitandkaiser.com; 'Davis, Diane (DMME)'
Subject: FW: VC-702966 VGOB docket # 94-0816-0467-01

Sorry to bombard you folks. This is this the last one
 I am on the phone with Scott Mullins right now.

From: Barrett, Rita
Sent: Monday, May 03, 2010 10:58 AM
To: Pigeon, Sharon
Subject: RE: VC-702966 VGOB docket # 94-0816-0467-01

Sharon,
 Attached is the Divorce Decree as well as the letter Mr. Powers signed in January regarding disbursement.

The interest of Sandra Powers Strcickfaden will not be disbursed pending the outcome in Federal Court in September.
 The interest of the MI Kiser Heirs in tract 3 will not be disbursed pending the outcome in Federal Court in September.

Please see my correction below. The Quit Claim deed is from Mr Powers and his sister to themselves.
 Let me know if there are additional items I can provide prior to the hearing in May.

Thanks
 Rita

From: Barrett, Rita
Sent: Friday, April 30, 2010 11:32 AM
To: Pigeon, Sharon
Cc: Barrett, Rita
Subject: RE: VC-702966 VGOB docket # 94-0816-0467-01

Yes, I will fax it Tuesday when I return to the office.

From: Pigeon, Sharon [mailto:Sharon.Pigeon@dmme.virginia.gov]
Sent: Friday, April 30, 2010 11:23 AM
To: Barrett, Rita
Subject: RE: VC-702966 VGOB docket # 94-0816-0467-01

9/14/2010

Is the property division something you could fax, scan or mail? I am most interested in seeing that.

Mr. Powers apparently is a conspiracy theorist – as I am to a degree. We just don't apparently subscribe to the same conspiracies. His center around F.A. Stratton, to a degree, but I hope we don't go back that far at the Board meeting.

Thanks.

From: RBarrett@eqt.com [mailto:RBarrett@eqt.com]
Sent: Friday, April 30, 2010 11:19 AM
To: Pigeon, Sharon
Subject: RE: VC-702966 VGOB docket # 94-0816-0467-01

I have the property division executed during the divorce. Sharon, I have a huge box of material on this issue and the mapped chains are too big to scan and e-mail to you. I will bring all the material to the hearing along with the original letter he signed regarding the disbursement on tract 2.

Rita

From: Pigeon, Sharon [mailto:Sharon.Pigeon@dmme.virginia.gov]
Sent: Friday, April 30, 2010 11:10 AM
To: Barrett, Rita
Subject: RE: VC-702966 VGOB docket # 94-0816-0467-01

Rita – Just send me copies of these things and let me review. If I have any questions after that, I will then get back in touch with you for further discussion. I am pretty booked up between now & VGOB, but we may not need to meet on this anyway. Let me look at the docs and chain you have prepared first.

I wondered if anyone got the property settlement agreement from the brother & sister-in-law's divorce, as that might have addressed a release of property rights by her. That would be a very good document to have in the file. Maybe someone at EQT could call the clerk's office & get a copy to confirm any property transfers there, if any.

Are you saying that Mr. Powers executed the quit claim deed to himself & spouse? He is a pistol. This agency has a lot of history with Mr. Powers so that would not surprise me if that is the case.

Thanks again.

S

From: RBarrett@eqt.com [mailto:RBarrett@eqt.com]
Sent: Friday, April 30, 2010 10:58 AM
To: Pigeon, Sharon
Cc: JBrisendine@eqt.com; scottmullins@verizon.net
Subject: RE: VC-702966 VGOB docket # 94-0816-0467-01
Importance: High

Sharon,
I am back at work and doing well. Thanks for the kind words.
Mr Powers does not own all of tract 2. His former sister-in law did not execute the deed to Powers and he is well aware of this. Mr Powers signed a letter in front of a Federal Judge saying he was willing for EQT to disburse the money on this tract for his share and he knows we are going to hold out his sister-in- law's share from that disbursement. I provided David Asbury with a copy of that letter for DGO files. As to tract 3, the MI Kiser heirs are the legal owners of record. Mr Powers is claiming this tract based on a Quit Claim Deed he recorded giving this tract to he and his wife (actually his sister, not his wife). We have a hearing set for September in Federal Court with Mr Powers regarding same.

I am willing to meet with you next week to show you the chains of title I have mapped out regarding this matter. I think you will agree with our conclusion. Today is my Friday off and I will be in Charleston Monday. Is Tuesday a good time for you? You can come to Clintwood and I'll show you the new office OR I am willing to come to your office in Big Stone.

I want to get this taken care of at the May Hearing and move forward with the other issues in September.

9/14/2010

Asbury, David (DMME)

From: RBarrett@eqt.com
Sent: Tuesday, September 14, 2010 5:19 PM
To: Asbury, David (DMME)
Subject: Divorce decree-Strickfadden
Attachments: Powers divorce decree.pdf; LEONARD POWERS LETTER REGARDING VC 2966_0001.pdf

I thought I had sent this already. i apologize

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To: Pigeon, Sharon
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Subject: RE: VC-702966 VGOB docket # 94-0816-0467-01
Importance: High

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Regards,
Rita

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v1.e

9/14/2010

Asbury, David (DMME)

From: RBarrett@eqt.com
Sent: Tuesday, September 14, 2010 11:12 AM
To: Asbury, David (DMME)
Subject: FW: VC-702966 VGOB docket # 94-0816-0467-01

David
FYI. Leonard obtained the interest of his sister after the well was pooled and the original disbursement exhibit did not reflect this change.
Hope this make sense.
Let me know if you have additional questions.
Rita

From: Shannon, Kristie
Sent: Tuesday, September 14, 2010 10:54 AM
To: Barrett, Rita
Subject: RE: VC-702966 VGOB docket # 94-0816-0467-01

Rita,

I received the information listed below (in blue) from you on May 3, 2010 (I had to move it out of my e-mail because my e-mail box was full – this is why I had to copy and paste). Anyway, that is how Trula now has the 23.04057681% instead of the 19.972%.

Kristie

David,
Leonard and Trulah own **15/18** of tract 2. His sister (Bonnie Edwards Kiser) sold him her 1/9 interest on August 1, 1994. DB 302/727.
We located that deed after the title opinion was prepared and the disbursement exhibit did not reflect this sale.
Kristi, please forward David the revised exhibits we will be using at the May disbursement hearing for VC-2966.

Mr Powers contends that he owns 18/18 of tract 2. However, his sister in law (at the time) did not execute the deed from Calvin Lee Powers to Leonard. Sharon Pigeon has requested me to fax her a copy of the property settlement between Sandra Powers and Calvin Lee Powers. I will do that today.
Mr Powers is also trying to claim all of tract 3 (the MI Kiser heirs tract).
Both of these issues are set for a hearing in Federal Court in September, but I will be bringing my Leonard Powers information to the May hearing in case I need to discuss with the Board.
It is a box full of information.

Thanks
Rita

From: Barrett, Rita
Sent: Tuesday, September 14, 2010 10:33 AM
To: Shannon, Kristie; Susan Peterson
Subject: FW: VC-702966 VGOB docket # 94-0816-0467-01

Please review and let me know. Don't add in the Strickfadden.

From: Asbury, David (DMME) [mailto:David.Asbury@dmme.virginia.gov]
Sent: Friday, September 10, 2010 7:18 PM
To: Barrett, Rita; jek@wilhoitandkaiser.com; Davis, Diane (DMME)

9/14/2010

Subject: RE: VC-702966 VGOB docket # 94-0816-0467-01

Hello Rita and Jim,

Please review the pending disbursement petition before the Board a second time.

File information indicates Tracts 1, 2, and 3 were approved for Escrowing by the Board for a total of 58.6897 acres.

If Trula Powers is being disbursed 11.7217 acres, her proportionate acreage share is 19.972 % of the Escrow Unit funds.

This differs from the Disbursement petition that reflects Owners % in Escrow of 23.04057681% on the Exhibit.

Thanks,

David

From: RBarrett@eqt.com [mailto:RBarrett@eqt.com]

Sent: Friday, September 10, 2010 4:06 PM

To: RBarrett@eqt.com; Asbury, David (DMME); jek@wilhoitandkaiser.com; Davis, Diane (DMME)

Subject: RE: VC-702966 VGOB docket # 94-0816-0467-01

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Subject: FW: VC-702966 VGOB docket # 94-0816-0467-01

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Subject: RE: VC-702966 VGOB docket # 94-0816-0467-01

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Regards,
Rita

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v1.e

David H. Liddle
Attorney for Plaintiff
142 "A" Thain Road
Lewiston, Idaho 83501
(208) 746-9651

FILED
9:49 O'CLOCK
DEC 7 - 1978
JAMES ALLOYD
CLERK OF THE DISTRICT COURT
Maerz
DEPUTY

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

SANDRA GAYLE POWERS,
Plaintiff,

CASE NO. 40233
DECREE OF DIVORCE

vs.

CALVIN LEE POWERS, SR.,
Defendant.

The above entitled matter having come on duly and regularly for hearing before the above entitled court at Lewiston, Nez Perce County, State of Idaho, the plaintiff appearing in person and with her counsel, David H. Liddle, and the defendant not appearing and no one appearing for or on his behalf, all after the default of the defendant was entered for his failure to answer, plead, or otherwise reply to the plaintiff's complaint or in any way appear after being duly and regularly served with summons and process and a copy of the complaint in this action, and the court having concluded as a matter of law that the plaintiff is entitled to the relief sought; and

THEREFORE, the following decree is made and entered by this court:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

I.

That the bonds of matrimony now and heretofore existing between the plaintiff and the defendant be, and they hereby

DECREE OF DIVORCE

are, dissolved, and the plaintiff be, and she hereby is, granted an absolute decree of divorce from the defendant upon the grounds of irreconcilable differences.

II.

That the plaintiff is awarded the sole care, custody, and control of the minor child of the parties, Lisa Jo Powers (born June 29, 1974), with reasonable rights of visitation in the defendant, reasonable rights of visitation being defined as visitation with said child at reasonable times by pre-arrangement with the plaintiff and subject further to the condition that the defendant may not have visitation privileges with said child during the time he is drinking alcoholic beverages.

III.

That the defendant is ordered to pay to the plaintiff, in the event that the defendant becomes employed or ceases to receive social security benefits, a sum equal to that which the minor child was receiving from social security at the time the defendant became employed, said payment to be not less than \$200.00 per month as child support until said child either marries, reaches the age of majority, or is otherwise emancipated.

IV.

That the defendant is ordered to maintain the present hospital and medical insurance on the child of the parties which the defendant presently has through North Idaho District Medical Service Bureau of provide comparable insurance coverage.

V.

That the defendant is ordered to pay for all prescription drugs, eye glasses and dental work for said child.

EXHIBIT "A"

BOOK 302 PAGE 727

2/18 parts of
Tract 2 in
VC-2966 Unit
VGOB-0467

DEED OF GIFT

THIS DEED OF GIFT, made this the 1st day of August (1994) Nineteen Hundred and Ninety-Four, by and between BONNIE CATHERINE (POWERS) KISER and EDWARD H. KISER, her husband, parties of the first part, and LEONARD OSCAR POWERS and TRULAH FAYE POWERS, his wife, parties of the second part.

WITNESSETH:

The said parties of the first part, having inherited a one-third interest in a 46 acre tract of land from a brother, JAMES HARVEY POWERS (deceased) do here and from this day forward state that in consideration of love and affection and the sum of ONE DOLLAR (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part doth convey and bestow unto said parties of the second part any and all of said interest in that certain tract or parcel of land on Frying Pan Creek in Dickenson County, Virginia and which is of record described below:

TRACT NO. TWO: (46 acres)

Being the same 46 acres conveyed by John M. Powers to Ona Powers (deceased), his wife, et. al., by deed dated June 16, 1959, and of record in Deed Book 117, Page 21. The boundary limits of said 46 acres are described in the Deed dated September 18, 1913, conveyed by James H. Powers and wife to John M. Powers, and of record in Deed Book 33, Page 408.

Page one of two pages

Copy-

EXHIBIT "A"

BOOK 302 PAGE 728

The said parties of the first part covenant that they have the right to convey the said interest in said tract of land to the said parties of the second part; and that they have done no act to encumber said land; that the parties of the second part shall have and hold full and quiet possession of the land.

WITNESS the following signatures and seals:

Bonnie C. Kiser (seal)
 BONNIE C. (POWERS) KISER
Edward H. Kiser (seal)
 EDWARD H. KISER

STATE OF VIRGINIA

COUNTY OF Dickenson

On this the 17th day of August 1994, BONNIE C. (POWERS) KISER and EDWARD H. KISER personally appeared before me and acknowledged their signatures on the foregoing deed dated the 1st day of August 1994.

Given under my hand this the 17th day of August 1994.

Lula Sarge
 NOTARY PUBLIC

My commission expires on September 30, 1995

Page two of two pages

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF DICKENSON COUNTY, Aug. 17 1994. This deed was this day presented in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 10:24 o'clock A. M., after payment of \$ — tax imposed by Sec. 58.1-802.

TESTE: JOE TATE, CLERK

Original returned this date to: Edward Kiser

BY: [Signature] CLERK

Copy



EXHIBIT "B"

EQUITABLE RESOURCES EXPLORATION

A Division of EQUITABLE RESOURCES ENERGY COMPANY

Two Executive Park Place
1989 East Stone Drive
Kingsport, TN 37660
(615) 378-5101

June 22, 1994

Dear Mrs & Mr Kiser:

Ben Sutherland the title opinion attorney decided that you also received an interest in the 46.0 acre tract of Leonard Powers. When James Harvey died intestate you and calvin and Leonard were his three heirs and Calvin deeded his interest to Leonard but you did not. This lease covers this interest in the 46.0 acre tract. I don't think we will need the larger tract of Powers Heirs in our unit....so I am sending this lease for your interest in the 46.0 acre tract only. If you decided to lease call me or execute and return to me in the envelope provided.

(703) 679-7000 room 111 or after 5:00 pm (615) 378-9417.

Thank you

Bob Powell
Bob Powell

PS This lease has a non-surface clause on page three and a Paid-up clause on the back page.

BEFORE THE VIRGINIA GAS AND OIL BOARD

Applicant: EQT Production Company)
Relief Sought: Well No. 702966) Docket No.
Supplemental Order for Disbursement of Escrowed Funds) VGOB-94/08/16-0467-02
on behalf of Trulah Powers and Range Resources-PMI.)

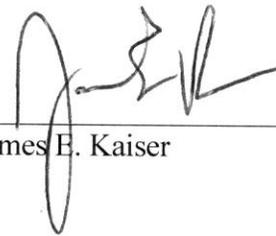
AFFIDAVIT OF MAILING
(CERTIFICATE OF SERVICE)

STATE OF TENNESSEE)
COUNTY OF SULLIVAN)

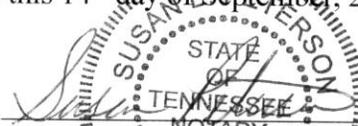


James E. Kaiser, of lawful age, being duly sworn, upon oath, deposes and says:

- (1) He is a partner with WILHOIT & KAISER, Agent for EQT Production Company ("EPC") and makes this affidavit on behalf of EPC.
- (2) Based upon information and belief, the names and last-known addresses, where such addresses are known, of the parties owning an interest in the oil and gas in this cause are set forth and attached hereto.
- (3) On the 20th day of August, 2010, true and correct copies of the Application and the Notice of Hearing in this matter were placed in the United States mail in Kingsport, TN, certified mail, return receipt requested, postage prepaid, duly addressed to the parties at their respective addresses as set forth in the attached Exhibit B which is hereby made a part of this Affidavit.
- (4) Notice of this cause has therefore been served by mail pursuant to the applicable statutes and rules of the Board.


James E. Kaiser

SUBSCRIBED AND SWORN TO before me this 14th day of September, 2010.


Susan Peterson, Notary
SULLIVAN COUNTY

My commission expires: October 24, 2012.

BEFORE THE VIRGINIA GAS AND OIL BOARD



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Relief Sought: Well No. 702966) Docket No.
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on behalf of Leonard and Trulah Powers and Range)
Resources-PMI.)
)
)
)
)

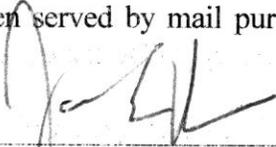
AFFIDAVIT OF MAILING
(CERTIFICATE OF SERVICE)

STATE OF TENNESSEE)
)

COUNTY OF SULLIVAN)
)

James E. Kaiser, of lawful age, being duly sworn, upon oath, deposes and says:

- (1) He is a partner with WILHOIT & KAISER, Agent for EQT Production Company ("EPC") and makes this affidavit on behalf of EPC.
- (2) Based upon information and belief, the names and last-known addresses, where such addresses are known, of the parties owning an interest in the oil and gas in this cause are set forth and attached hereto.
- (3) On the 18th day of December, 2009, true and correct copies of the Application and the Notice of Hearing in this matter were placed in the United States mail in Kingsport, TN, certified mail, return receipt requested, postage prepaid, duly addressed to the parties at their respective addresses as set forth in the attached Exhibit B which is hereby made a part of this Affidavit.
- (4) Notice of this cause has therefore been served by mail pursuant to the applicable statutes and rules of the Board.


James E. Kaiser

SUBSCRIBED AND SWORN TO before me this 12th day of January, 2010.


Susan Peterson, Notary
NOTARY PUBLIC
SULLIVAN COUNTY

My commission expires: October 24, 2012.

David Asbury:
If this Escrow monies
are disbursed at this
meeting, would you
please read this letter
into the record.

Thank you.

Trelah Powers

Read into record
8/17/10 by DEA.

As requested by
Mrs. Powers.

page 1 of 4

Weippe, Idaho
Sept. 8, 2010

Virginia Gas and Oil Board
P.O. Drawer 159
135 Highland Drive
Lebanon, Virginia 24266

Re: EQT's Petition For Supplemental
Order For Disbursement of
Escrowed Funds for Hearing
Sept. 21, 2010 Docket # 94/08/16-0467
For Tract 2, Well VC-2966

Dear Board Members:

I want to go on record objecting to the wording and ideas of much of this document. I want to go on record also for explaining that there is no conflicting interest of the gas ownership on Tract 2 Well-VC-2966, due to coal ownership.

The coal ownership of this tract as expressed throughout this document and on the pooling order is Boguse. The well location Plat and Coal Estates only of Exhibit E of this document, state the coal ownership as being Clinchfield Coal Co. (CCC) and leased to EREX (100%). Clinchfield Coal Co. claims to own the coal under this property as J.H. Powers coal tract 1108.79 acres. There has

page 2 of 4

never been a J.H. Powers coal tract 1108.79 acres. EQT was unable to show documentation of the existence of J.H. Powers coal tract 1108.79 acres, in Federal Court in Abingdon, Va. on Jan. 19, 2010, as they had been requested to do.

There has never really been a true conflict of gas interest ownership on Tract 2, well VC-2966, so all wording related to supposed conflicting interest should be stricken from this petition for disbursement of escrowed funds of Tract 2, well VC-2966.

This petition should ask for disbursement of escrowed funds in Tract 2, well VC-2966 to Trulah Powers only. The record needs to be set straight on this.

We also own the gas on our property outright, because the Virginia Supreme Court ruling in 2004, concerning the ownership of gas, ruled that the land-owner owns the gas. The Va. Supreme Court ruling is the law of the state; thus the "supreme" court. The Courts have spoken. It is time and past time for this Board to stand up and recognize the supreme laws of the state of Va. and the constitutional rights of its fellow citizens. The Va. Supreme Court (2004) and the U.S. Supreme Court (1999)

page 3 of 4

both ruled that the gas-owner is the land-owner. If the laws of this great country and the state of Va. were being followed, there would be very few disbursement of funds petitions and there would be no split of escrow with the coal owner.

When the Va. Legislature, the Gas Companies, and this Board decide to do the right thing by the gas owners, everyone will win.

This petition seems to be laden with contradictions. It states that Clinchfield Coal Co. owns the coal by way of J.H. Powers coal tract 1108.79 acres; a coal tract that doesn't exist. It further states that EREX leased the coal from Clinchfield Coal Co. (100%), and it also contains a letter from Range Resources - Pine Mountain, Inc. who claims the coal by way of "... its deed from the former coal owner..." Exhibit E shows Clinchfield as the current owner of the coal, then how can "RR PM" own it from a deed of the former owner and EREX is still leasing from Clinchfield, according to Exhibit E. Can these three scenarios actually co-exist in a legal sense?

Fact d of this document is erroneous. Range Resources - Pine Mt. Inc.

page 4 of 4

was not a conflicting claimant with regard to tract 2 as created by Board "order" as VGOB 94/08/16-0467. That statement could not be further from the truth. Clinchfield was the conflicting claimant at the hearing in June, 1994.

Fact e is a fallacy. It is to resolve the non-existent conflict in Fact d.

Fact g states that escrow not yet deposited should be "... distributed to Applicants/Plaintiffs...". As defined and identified in this petition, Range Resources - Pine Mountain, Inc. and Trulak Powers are the Applicants/Plaintiffs. As has already been determined in mediation in Federal court, there will be no split of escrowed funds on tract 2, well VC-2966.

I am also hereby objecting to the fact that escrowed funds that would be disbursed by this petition, extends only to Dec. 31, 2009. They should extend at least to June or July.

Please excuse my poor writing. Sometimes my hands are not steady enough to type.

yours very truly,

Trulak F. Powers
(308) 435-4169

Read
9/21/10Weippe, Idaho
Sept. 8, 2010

Virginia Gas and Oil Board
P.O. Drawer 159
135 Highland Drive
Lebanon, Virginia 24266



Re: EQT's Petition For Supplemental
Order For Disbursement of
Escrowed Funds for Hearing
Sept. 21, 2010 Docket # 94/08/16-0467
For Tract 2, Well VC-2966

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Fact g states that escrow not yet deposited should be "... distributed to Applicants / Plaintiffs ...". As defined and identified in this petition, Range Resources - Pine Mountain, Inc. and Trulak Powers are the Applicants / Plaintiffs. As has already been determined in mediation in Federal court, there will be no split of escrowed funds on tract 2, well ve-2966.

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Please excuse my poor writing. Sometimes my hands are not steady enough to type.

yours very truly,

Trulak F. Powers
(908) 435-4169

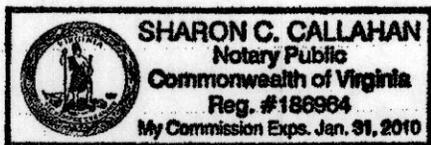
January 19, 2010

After speaking with EQT Production Company representatives, I understand that EQT Production's December 18, 2009, ^{Application for a} Supplemental Order for Disbursement of Escrowed Funds on behalf of Trulah Powers and Leonard Powers and Range Resources - Pine Mountain Inc. is not seeking the disbursement of funds to Range Resources Pine Mountain Inc. Rather, it is my understanding that VGOB Docket # 94/08/16-0467-01 for EQT Well UC 702966 was filed for purposes of having the previously disputed 5/6th interest in Tract 2 of Well UC-702966 ~~released~~ released to me. Based on this understanding, I hereby rescind my January 2, 2010, objection to the Application for Disbursement to the extent that EQT Production intends to seek the disbursement of funds to me. This letter is in no way intended to limit any other claims or causes of action that I ~~have~~ have or may have against EQT Production Company or with regard to Tract 2.

Leonard O. Powers

Commonwealth of Virginia
County of Washington

Signed by Leonard O. Powers, this 19th
day of January, 2010.



Sharon C. Callahan

Weippe, Idaho
April 19, 2007



To Whom It May Concern:

When well VC 2966 was under consideration for being drilled, Leonard Powers, my husband, was listed ^{as} EREX the owner of tract #3 which is now listed as M.I. Kiser Tract. That tract has been in Leonard's family for several generations. It has been on the county maps as John M. Powers land. (Leonard's Dad)

After the M.I. Kiser deed (dated 1911) was found, EREX went looking for M.I. Kiser heirs, I think. My husband and his sister (the only living children of John M. Powers at the time) were very surprised by the deed. They never knew it existed. (M.I. Kiser was a sister to Leonard's dad.) So in 1994, Leonard and his sister, Bonnie, did a Quitclaim Deed on the property, as suggested by the county treasurer. The deed was recorded August 4, 1994 in Deed Book #302 Page #66. We have paid the taxes ever since.

In 1998, and again in 2000, the M.I. Kiser Tract was posted in the county paper as being sold for delinquent taxes, rather it was being

put up for sale. My husband and I stopped the sale both times. We believe the taxes owed on another M I Kiser tract on Lick Branch, about two or three miles away was applied to our tract of land. We believe they were switched in late '94.

We have a copy of our Quitclaim Deed and copy of tax tickets for the property. We have a copy of a Clinchfield Coal Corp. lease made in 1948 that shows the M I Kiser tract as John M. Powers property. I presented this to the board in April 2005, but no one looked at it except Mr. Kiser. We can show this again if need be. We also have a copy of the well Plat for well VC-2966 that shows Leonard as owner of this tract, tract # 3.

M. I. Kiser never took possession of this land and never paid a penny taxes. Since she didn't take possession of the land, it reverted back to the full tract of land from which it came. Leonard's family has possessed this land since M. I. Kiser did not take possession. Possession is nine tenths of the law. The owner of abandoned property has discarded his ownership.

yours truly,
Trulek F. Powers & Leonard O. Powers

THIS AGREEMENT made and entered into this 9th day of July, 1948,
and between

W. F. Powers and Aily Powers, his wife of Haysi, Virginia

~~Now Don Owens~~ ^{L.P.} Now David Powers Property

, hereinafter called the Lessor (whether one or more), and

Clinchfield Coal Corporation, Dante, Virginia

hereinafter called the Lessee;

WITNESSETH:

That for and in consideration of ONE DOLLAR (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter set out to be kept and performed by the Lessee, the Lessor does hereby lease, let and demise unto the Lessee all the oil and gas in and under that certain tract or parcel and land lying and being in

Sand Lick

Magisterial District of Dickenson

County, Virginia, on the waters of Frying Pan Creek

, and bounded and described as follows, to-wit:

of Russell Fork River
On the North by the lands of

Mrs. R. D. Sutherland

On the East by the lands of

John Powers

On the South by the lands of

John Powers

On the West by the lands of

John Powers

} Impt.

C.C.C. says
The land south
of Don Owens
belonged to J.M. Powers

supposed to contain 52 acres, more or less, and being all of the land owned by the Lessor in said Magisterial District, and being the same land acquired by the Lessor from J. H. Duty and wife

by deed dated the 9th day of January, 1913, and of record in the Clerk's Office of the Circuit Court of Dickenson County, Virginia, in Deed Book 34, page 130; together with the exclusive right to drill for, produce, remove and market said oil and gas, and to have and use so much of said land as may be necessary or convenient for the purpose of drilling and operating for oil and gas, and laying pipe lines, building telephone lines, tanks, power stations, houses, buildings and structures in and upon said land, and all other rights and privileges necessary or convenient for exploring, drilling, discovering, saving and removing said oil and gas. The Lessee is hereby granted the right to take up any pipe line provided for herein and replace the same with a larger pipe line, and in the event such right is exercised, the Lessee shall pay to the Lessor all damages that may arise therefrom to crops and fences. The rights of way hereby granted are for any and all lines that it may be necessary to lay to take care of any present or future production on, or for the transportation of gas and oil from elsewhere across said property, it being understood and agreed that the Lessor is to be paid \$1.00 per rod for all lines laid excepting those transporting and gathering gas and oil from the lands hereinabove described.

It is hereby covenanted and agreed by and between the parties hereto, as follows:

1. The term of this lease shall be twenty years from the date hereof and for so long thereafter as oil and gas, or either of them, are produced and saved from the said land, or from a communitized unit as hereinafter provided.
2. The Lessee will deliver to the credit of the Lessor, free of cost, into tank reservoirs or into pipe lines to which the Lessee may connect wells on said land the one-eighth part of all the oil produced and saved from said land.
3. The Lessee will pay the Lessor one-eighth of the gross proceeds received by the Lessee for the gas from each well where gas only is found, while the same is being used and marketed off the premises, or in the case of gas used in the manufacture of gasoline, at the prevailing field price for gas sold at the well. The Lessor is to have gas free of cost, not to exceed 200,000 cubic feet in any one year, for domestic use in one dwelling house on said land, from any gas well thereon, so long as the Lessee shall operate the same and the pressure is sufficient for such use, which shall be at the Lessor's risk; and the Lessor shall bear the expense of making connection with the well and of piping the gas to such dwelling house, and the Lessee shall not be liable for any insufficient supply of gas from any cause whatever; and the Lessor shall use only economical gas-bearing appliances, subject to the Lessee's approval.
4. The Lessee shall not be required to pay for the waste and casinghead gas from oil wells, provided that if any casinghead gas be used for the manufacture of gasoline, the Lessee shall pay the Lessor for the one-eighth part of the gas so used, at the prevailing field price.
5. The Lessee agrees to commence a well on said premises within two years from the date hereof, or to pay or tender to

YOUR PROTECTION AGAINST CRIME

a \$1,000 bill. In that case it's likely that the person who dropped it would report its loss to the police, so that before treating the bill as your own you should try to find the owner.

The distinction between lost and abandoned property can be described in another way. The law in this area starts from the assumption that a person who abandons something does not really intend to recover it, whereas the person who loses or misplaces something does hope to recover it. The owner of abandoned property has discarded his ownership; the owner of lost property has not.

The same thing is true of a package that is left on the overhead rack in a train. You may not legally take the package as yours. It is regarded not as abandoned but only as lost or mislaid. Railroad companies operate lost-and-found departments to which their employees refer such packages so that careless passengers know where to go when they realize they have mislaid them. Lost-and-found items are usually held by the railroad for a certain period of time, then sold at auction. The title or ownership you would get by buying items at such an auction would be "good against the world," because what was once merely mislaid has now, by passage of time, been deemed abandoned.

Larceny may also result from a mistake, depending on the facts. Intent is the controlling factor. Let's say you order a raincoat from a store and pay cash for it but ask to have it sent to you. When the package arrives, you find that what has been delivered is a much more expensive coat. You have an obligation to return what was obviously sent you by mistake. Failure to return it would be larceny, because when you discovered the mistake you intended to take and to keep something that was not yours.

The difference between *grand larceny* and *petit*, or *petty*, *larceny* depends only on the value of what has been stolen. Check the statutes of your own state for the dividing line. The practical significance is that grand larceny is a felony and petty larceny is only a misdemeanor.

333. Robbery • *Robbery* is taking something from a person by violence or intimidation. The element of force is the difference between robbery and simple larceny. The pickpocket who adroitly lifts your wallet while you are standing in a crowd is guilty of larceny, not robbery. The mugger who stops you on the street, knocks you down in a scuffle and snatches your wallet has committed the offense of robbery. It would be armed robbery if the mugger threatened you with a gun; that would be intimidation. Robbery is widely regarded as a felony.



STAR CLAS

Jan 28, 1998

LEGAL NOTICE

Continued From 6B

Address Unknown and

Sarah E. Gibson
Address Unknown and

Elbert Kilgore
Address Unknown and

Nellie Bennett
Address Unknown and

Kate Meade
Address Unknown and

Anna Strouth
Address Unknown and

Conley Kilgore
Address Unknown and

For Tract No. 4:
Aubrey Kiser
c/o Virginia A. Kiser
Rt. 1 Box 207
Ivanhow, Virginia 24350

and
Utah Kiser
Rt. 4 Box 400
Clintwood, VA 24228

and
Herbert Kiser
Address Unknown and

James C. Kiser
5722 Dunn Avenue
Jacksonville, FL 32218

and
William R. Kiser
Address Unknown and

For Tract No. 6:
Heirs of G.B. Smith
Addresses Unknown and

For Tract No. 7:
Tommy E. Taylor
7512 Untz Rd.
Concord, NC 28027

and
For Tract No. 8:
James Otis Vest
La Crosse, Wisconsin

and
Venna Marie (Vest) Young
Winchester, VA

and
Willie "Bill" Woodrow Vest
Maryland

and
Mary Ellen (Vest) Klahe
Hedgeville, WV

and
Pina Jean (Vest) Fleckenstein
2015 Denberry Dr.
Baltimore, MD 21222

and
all persons who may be heirs at law of J.L. Kilgore, deceased, Missouri Kiser, deceased, G.B. Smith, deceased, Willie Bufort Vest, deceased, Bessie Ann (Stout) Vest, deceased, Dolly Mae (Vest) Strotter, deceased, Virginia Bell (Vest) Fletcher, deceased, or who may by virtue of inheritance or otherwise have an interest in the property which is the subject of this suit, who if not otherwise named herein are hereby made parties hereto by the general description Parties Unknown DEFENDANTS

The object of the above styled suit is to sell the hereinafter described real estate for the payment of delinquent taxes:
TRACT NO. 2: 26,000 square feet, located in Haysi, and being the same property conveyed to Fred Fuller by deed dated Sep-

LEGAL NOTICE

29, page 410, in the Circuit Court Clerk's Office of Dickenson County, Virginia.

TRACT NO. 6: 50 acres, more or less, located on Frying Pan, and being the same property conveyed to G.B. Smith by deed dated August 27, 1910, and of record in Deed Book 31, Page 286, in the Circuit Court Clerk's Office of Dickenson County, Virginia.

TRACT NO. 7: 1 acre, more or less, located on Pound River and being the same property conveyed to Tommy E. Taylor by deed dated May 29, 1971, and of record in Deed Book 159, page 267, in the Circuit Court Clerk's Office of Dickenson County, Virginia.

TRACT NO. 8: 1/3 undivided interest in 1.03 acres, more or less, located on Coon Branch, and being the same property conveyed to Willie B. Vest and Bessie S. Vest, husband and wife, by deed dated December 11, 1979, and of record in Deed Book 202, page 723, in the Circuit Court Clerk's Office of Dickenson County, Virginia.

And, it appearing by Affidavit filed according to law that the above-named defendants, James C. Kiser, Tommy E. Taylor, James Otis Vest, Willie "Bill" Woodrow Vest, Mary Ellen (Vest) Klahe, and Pina Jean (Vest) Fleckenshein, are not residents of this state; and that due diligence has been used by or on behalf of the plaintiff to ascertain in what county or city the defendants, defendants Rual Fuller, Ruth Ann Fuller, Emily Kilgore, Sarah E. Gibson, Elbert Kilgore, Nellie Bennett, Kate Meade, Anna Strouth, Conley Kilgore, Aubrey Kiser, Utah Kiser, Herbert Kiser, William R. Kiser, the heirs of G. B. Smith, and Venna Marie (Vest) Young, are, without effect; and that there are or may be parties interested in the subject matter of this suit whose names are unknown and making said parties defendant by the general description "Parties Unknown", it is therefore ORDERED that the said non-resident defendants, James C. Kiser, Tommy E. Taylor, James Otis Vest, Willie "Bill" Woodrow Vest, Mary Ellen (Vest) Klahe, and Pina Jean (Vest) Fleckenstein, if they be living and the said defendants defendants Rual Fuller, Ruth Ann Fuller, Emily Kilgore, Sarah E. Gibson, Elbert Kilgore, Nellie Bennett, Kate Meade, Anna Strouth, Conley Kilgore, Aubrey Kiser, Utah Kiser, Herbert Kiser, William R. Kiser, the heirs of G.B. Smith, and Venna Marie (Vest) Young, if they be living, who were not found, and the persons made defendants by the general description of "Parties Unknown" do appear on or before the 17th day of February, 1998, in the Clerk's Office of this Court and do what is necessary to protect their interests.

And it is further ORDERED that this Order be published once a week for two successive weeks in The Dickenson Star/The Cumberland Times, a newspaper of general circulation in the County of Dickenson.

Joe Tate, Clerk of the Circuit Court
Requested by:
Henry A. Vanover, Esquire

LEGAL NOTICE

from Jerry D. Childress to Frederick W. Adkins, Substitute Trustee, dated the 15th day of January, 1991, and recorded in the Clerk's Office of the Circuit Court of Dickenson County, Virginia, in Deed Book 270, Page 362, and

In execution of a Deed of Trust from Jerry D. Childress to Frederick W. Adkins, Substitute Trustee, dated the 9th day of August, 1991, and recorded in the Clerk's Office of the Circuit Court of Dickenson County, Virginia, in Deed Book 274, page 684, default having occurred thereunder, and having been requested to do so by the beneficiary, the undersigned Substitute Trustee will offer for sale at public auction at the front door of the Dickenson County Courthouse, Main Street, in the Town of Clintwood, Virginia, on the 27th day of February, 1998, at 2:00 p.m., the following described real estate:

All that certain tract or parcel of land, with all the appurtenances thereto belonging, situate, lying and being on Smith Ridge, near Bear Branch, in Dickenson County, Virginia, and being more particularly bounded and described as follows:

BEGINNING at two (2) chestnut stumps (sourwood and chestnut witnesses) on the east side of a narrow road and a flat on top of Smith Ridge, a corner to Clinchfield Coal Company; thence with Clinchfield Coal Company line 71 feet from said stumps to a pine stump rotted to the ground (maple witness); thence continuing with Clinchfield Coal Company line 225 feet from the pine stumps to a black oak (a white oak 8 feet from said black oak, witness) a corner to Lowell Yates; thence with the Lowell Yates line down the hollow 256 feet and 5 inches to a poplar, a corner to Ray Yates (Witness: a maple 6 feet, 9 inches) adjoining the property of Lowell Yates; thence straight up the hollow to the State Route 643, and running along said road to the BEGINNING, containing approximately one and one-fourth (1.25) acres; and being the same land conveyed to Jerry D. Childress by Deed dated February 21, 1991, of record in Deed Book 271, page 301 of the Clerk's Office of Dickenson County, Virginia.

LOCATED: On State Route 643, Smith Ridge (HC05, Box 700, Coeburn, Virginia)

TERMS OF SALE: Cash. A deposit of 10% of the sale price in cash or certified check may be required at the time and place of sale with the balance of the sale price to be paid at settlement, to be held within ten days from the date of sale. Examination of title, conveyance and recording fees shall be at the expense of the purchaser.

Given under my hand this the 19th day of January, 1998.
Frederick W. Adkins
Substitute Trustee
For Further Information Contact:
Frederick W. Adkins, Attorney
P.O. Box 698
1022 Park Avenue, N.W.
Norton, Virginia 24273
Telephone: 540-679-2122
1-284c

LEGAL NOTICE

VIRGINIA:
IN THE CIRCUIT COURT OF
DICKENSON COUNTY
DICKENSON COUNTY, VIR-
GINIA
Plaintiff

v.
Notice
CASE NO.: CH97-52
FOR TRACT NO. 2:
CHESTER MEADE
and
FOR TRACT NO. 6:
ROBERT ROSE and SHIRLEY
ROSE
and

all persons who may by virtue of inheritance or otherwise may have an interest in the property which is the subject of this suit, who if not otherwise named herein are hereby made parties hereto by the general description PARTIES UNKNOWN DEFENDANT

PLEASE TAKE NOTICE that on the 12th day of February, 1998, at the hour of 9:30 a.m., the undersigned will conduct a hearing in accordance with prior Orders of this Court. Said hearing will be held at the office of Henry A. Vanover, Attorney-at-Law, located in the Baker Professional Building, Chase Street, Clintwood, Virginia.

Please govern yourself accordingly.
Joe H. Short
Commissioner in Chancery
Joe H. Short, Esquire
P.O. Box 560
Clintwood, VA 24228
540-926-5418
1-28c

VIRGINIA:
IN THE CIRCUIT COURT OF
DICKENSON COUNTY
DICKENSON COUNTY, VIR-
GINIA
PLAINTIFF

v.
Notice
Case No.: CH97-28
FOR TRACT NO. 1:

King Koals, Inc., a Virginia Corporation
and

FOR TRACT NO. 2:
King Koals, Inc., a Virginia Corporation
and

and
VBG, Inc., a Virginia Corporation
and

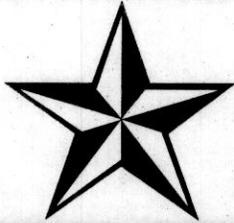
FOR TRACT NO. 3:
Francis French, Charles French,
David French, Calvin French,
Catherine French Stocky, Louise
Sutherland, Benjamin F.

Sutherland, Catherine Gilbert,
James H. Carico, Joe Simmon
Carico, William L. Sutherland,
Fred G. Sutherland, John M.
Sutherland, Jane S. Lyon, Jane
Mary Riddis, Ruth Rush, Fred L.
Rush, Harold R. Rush, and Rose
Rush
and

FOR TRACT NOS. 4, 5, 6, 7 AND
8:
Shrole, Inc., a Virginia Corporation
and

FOR TRACT NO. 9:
Z.L. South, James South, Eula
Phipps, Elva Jaynes, Pearl
Ramey, Alice Stevenson, Eva
Hale, Charles Jason Wood, Billy
Joe Wood, Terry Wood, Mary
Turner, Debbie Owens, Fanny
Wood, Geyeth Counts, Delores

Feb. 11, 1998



STAR CL

LEGAL NOTICE

Continued From Page 6B

Rt. 3 Box 2227
Hollybrook Park
Clintwood, VA 24228

and
For Tract No. 3:
Emily Kilgore
Address Unknown

and
Sarah E. Gibson
Address Unknown

and
Elbert Kilgore
Address Unknown

and
Nellie Bennett
Address Unknown

and
Kate Meade
Address Unknown

and
Anna Strouth
Address Unknown

and
Conley Kilgore
Address Unknown

and
For Tract No. 4:
Aubrey Kiser
c/o Virginia A. Kiser
Rt. 1 Box 207
Ivanhoe, Virginia 24350

and
Utah Kiser
Rt. 4 Box 400
Clintwood, VA 24228

and
Herbert Kiser
Address Unknown

and
James C. Kiser
5722 Dunn Avenue
Jacksonville, FL 32218

and
William R. Kiser
Address Unknown

and
For Tract No. 6:
Heirs of G.B. Smith
Addresses Unknown

and
For Tract No. 7:
Tommy E. Taylor
7512 Untz Rd.
Concord, NC 28027

and

and

LEGAL NOTICE

The object of the above styled suit is to sell the hereinafter described real estate for the payment of delinquent taxes:

TRACT NO. 2: 26,000 square feet, located in Haysi, and being the same property conveyed to Rual Fuller by deed dated September 1, 1964, and of record in Deed Book 127, page 351, in the Circuit Court Clerk's Office of Dickenson County, Virginia.

TRACT NO. 3: 25 acres, more or less, located on Georges Fork, and being the same property conveyed to J.L. Kilgore by deed dated February 6, 1912, and of record in Deed Book 32, Page 203, in the Circuit Court Clerk's Office of Dickenson County, Virginia.

TRACT NO. 4: 45 acres, more or less, located on Frying Pan, and being the same property conveyed to Missouri's Kiser by deed dated February 16, 1911, and of record in Deed Book 29, page 410, in the Circuit Court Clerk's Office of Dickenson County, Virginia.

TRACT NO. 6: 50 acres, more or less, located on Frying Pan, and being the same property conveyed to G.B. Smith by deed dated August 27, 1910, and of record in Deed Book 31, Page 286, in the Circuit Court Clerk's Office of Dickenson County, Virginia.

TRACT NO. 7: 1 acre, more or less, located on Pound River and being the same property conveyed to Tommy E. Taylor by deed dated May 29, 1971, and of record in Deed Book 159, page 267, in the Circuit Court Clerk's Office of Dickenson County, Virginia.

TRACT NO. 8: 1/3 undivided interest in 1.03 acres, more or less, located on Coon Branch, and being the same property conveyed to Willie B. Vest and Bessie S. Vest, husband and wife, by deed dated December 11, 1979, and of record in Deed Book 202, page 723, in the Circuit Court Clerk's Office of Dickenson County, Virginia.

LEGAL NOTICE

(Vest) Klahe, and Pina Jean (Vest) Fleckenstein, if they be living and the said defendants defendants Rual Fuller, Ruth Ann Fuller, Emily Kilgore, Sarah E. Gibson, Elbert Kilgore, Nellie Bennett, Kate Meade, Anna Strouth, Conley Kilgore, Aubrey Kiser, Utah Kiser, Herbert Kiser, William R. Kiser, the heirs of G.B. Smith, and Venna Marie (Vest) Young, if they be living, who were not found, and the persons made defendants by the general description of "Parties Unknown" do appear on or before the 17th day of February, 1998, in the Clerk's Office of this Court and do what is necessary to protect their interests.

And it is further ORDERED that this Order be published once a week for two successive weeks in The Dickenson Star/The Cumberland Times, a newspaper of general circulation in the County of Dickenson.

Joe Tate, Clerk of the Circuit Court Requested by:

Henry A. Vanover, Esquire
Vanover Law Office
Post Office Box 907
Clintwood, VA 24228
540-926-8580
2-42c

Notice of Trustee's Sale of Real Estate Located in Smith Ridge, Near Bear Branch, Dickenson County, Virginia

In execution of a Deed of Trust from Jerry D. Childress to Frederick W. Adkins, Substitute Trustee, dated the 15th day of January, 1991, and recorded in the Clerk's Office of the Circuit Court of Dickenson County, Virginia, in Deed Book 270, Page 362, and

In execution of a Deed of Trust from Jerry D. Childress to Frederick W. Adkins, Substitute Trustee, dated the 9th day of August, 1991, and recorded in the Clerk's Office of the Circuit Court of Dickenson County, Virginia, in Deed Book 274, page 684, default

LEGAL NOTICE

witnesses) on the east side of narrow road and a flat on top Smith Ridge, a corner Clinchfield Coal Company; then with Clinchfield Coal Company line 71 feet from said stumps to pine stump rotted to the ground (maple witness); thence continuing with Clinchfield Coal Company line 225 feet from the pine stump to a black oak (a white oak 8 feet from said black oak, witness) corner to Lowell Yates; then with the Lowell Yates line do the hollow 256 feet and 5 inches to a poplar, a corner to Ray Yal (Witness: a maple 6 feet, inches) adjoining the property Lowell Yates; thence straight the hollow to the State Route 6 and running along said road to 1 BEGINNING, containing approximately one and one-fourth (1.25) acres, and being the same land conveyed to Jerry D. Childress Deed dated February 21, 1991, of record in Deed Book 271, page 301 of the Clerk's Office Dickenson County, Virginia.

LOCATED: On State Route 6 Smith Ridge (HC05, Box 71 Coeburn, Virginia)

TERMS OF SALE: Cash. A deposit of 10% of the sale price cash or certified check may be required at the time and place sale with the balance of the sale price to be paid at settlement, be held within ten days from the date of sale. Examination of title conveyance and recording fees shall be at the expense of the purchaser.

Given under my hand this the 11th day of January, 1998.

Frederick W. Adkins
Substitute Trustee

For Further Information Contact
Frederick W. Adkins, Attorney

P.O. Box 6
1022 Park Avenue, N
Norton, Virginia 24122
Telephone: 540-679-2121

Driving Skills

...driving hazards, get tips on minimizing fatigue, learn to identify the unique characteristics and special problem points of their vehicles.

...class costs \$75 for those directed by the DMV or \$100 to take the class, \$50 for those taking it voluntarily and \$35 each for companies with at least 10 students in the class.

...Defensive Driving class will be held on July 15. The class will be from 8 a.m. until 5 p.m. at Southwest Virginia Community College, in Buchanan Hall room 101. For more information call 1-800-822-7822 or 540-7369.

— Provided by SVCC

Used Eyeglasses Sought For Club

The Clintwood Lions Club is asking regional residents to help the less fortunate in the community by donating used eyeglasses and hearing aids to the club for recycling. Through the program, the club is able to help those on low incomes to be able to see, to hear and to enjoy life more completely, as well as more safely, a club spokesman said. Those who have eyeglasses or hearing aids to donate may give them to any Lions Club member, leave them at the Main Street offices of *The Dickenson Star* newspaper or call 926-6042 to leave a message to arrange for pickup.

SIFIEDS

CALL TODAY
540-926-8816

PUBLIC NOTICE

CHAPTER 19, TITLE 45.1 CODE OF VIRGINIA REGULATION NO. 00KXC03 and TTC Corporation of Box 2141, Pikeville, Virginia 41502 is applying for release on Permit No. 0 located in Dickenson approximately 0.5-mile east of the intersection of routes 72 and 83 near Road, Virginia. Permit consists of 72.00 which are bonded under Virginia Coal Surface Mining Reclamation Fund (Pool Bond) 6,000.00 in the form of certificate of deposits and insurability. As provided by 45-130.180.17 of the Virginia Coal Surface Mining Reclamation Regulations, the permit is requesting a bond in the amount of \$66,000.00 on one (1) consisting of acres. The approved post land use is commercial development. A reduction request is being made as follows: filling and regrading, topsoil and seeding of all areas was completed as of 2000. The site has been reclaimed in accordance with approved plans for a land use of commercial development. A person with a valid legal title which might be adverse-

PUBLIC NOTICE

in Big Stone Gap, Virginia. All correspondence should be submitted to the Division of Mined Land Reclamation (Attention: Permit Section), P.O. Drawer 900, Big Stone Gap, Virginia 24219. Attention Permit Section. Phone 540-523-8202. Clintwood TTC Corporation Applicant 5-17-1c

LEGAL NOTICE

VIRGINIA: IN THE CIRCUIT COURT OF DICKENSON COUNTY, VIRGINIA PLAINTIFF v. NOTICE Case No.: CH97-63 FOR TRACT NO. 3: Francis French, et al and all persons who may be heirs at law of W.M. McFall, deceased, Thomas N. McFall, deceased, E.R. Powers, deceased, Virginia Y. Rush, deceased, George Stewart, deceased, Brack Stewart, deceased, Arnold Stewart, deceased, or who may, by virtue of inheritance or otherwise, have an interest in the property which is the subject of this suit, who, if not otherwise named herein, are hereby made parties hereto by the general description PARTIES UNKNOWN DEFENDANTS

LEGAL NOTICE

P.O. Box 710 Norton, Virginia 24273 540-679-3088 5-17-2c

VIRGINIA: IN THE CIRCUIT COURT OF DICKENSON COUNTY, VIRGINIA PLAINTIFF v.

LEGAL NOTICE

Case No. CH97-111 For Tract No. 2: Rual Fuller, Ruth Ann Fuller, First Virginia Bank - Mountain Empire, and First Union National Bank and For Tract No. 3: Emily Kilgore, Sarah E. Gibson, Elbert Kilgore, Nellie Bennett, Kate Meade, Anna Strouth, and Conley Kilgore and For Tract No. 4: Aubrey Kiser, Utah Kiser, Herbert Kiser, James C. Kiser, and William R. Kiser and For Tract No. 6: Heirs of G.B. Smith and For Tract No. 7: Tommy E. Taylor and For Tract No. 8: James Otis Vest, Venna Marie

LEGAL NOTICE

(Vest) Young, Willie "Bill" Woodrow Vest, Mary Ellen (Vest) Klahe, and Pina Jean (Vest) Fleckenstein, and all persons who may be heirs at law of J.L. Kilgore, deceased, Missouri Kiser, deceased, G.B. Smith, deceased, Willie Bufort Vest, deceased, Bessie Ann (Stout) Vest, deceased, Dolly Mae (Vest) Strotter, deceased, and Virginia Bell (Vest) Fletcher, deceased, or who may, by virtue of inheritance or otherwise, have an interest in the property which is the subject of this suit, who, if not otherwise named herein, are hereby made parties hereto by the general description PARTIES UNKNOWN DEFENDANTS Please take notice that on the 25th day of May, 2000, at the hour of 9:30 a.m., the undersigned Commissioner in Chancery will conduct a hearing in accordance with prior Orders of this Court. Said hearing will be held at the office of Henry A. Vanover, Attorney-at-Law, located in the Baker Professional Building, Chase Street, Clintwood, Virginia. Please govern yourself accordingly. FREDDIE MULLINS, ESQUIRE P.O. Box 705 Clintwood, Virginia 24228 540-926-4678 5-17-2c

taxes have been paid.
Called June 1st to Freddie Mullins 540-926-4678

you are in the



STAR CL

Class

LEGAL NOTICE

LEGAL NOTICE

LEGAL NOTICE

Continued From Page 13-B

PUBLIC NOTICE

13, 1995. Completion materials for this permit were approved January 13, 1995.

Vegetation is well established over this permit. Dominant species of ground cover include KY 31 Fescue, Ladino Clover, Red Clover and Redtop. Post Mining land use is unmanaged forest.

Any person with a valid legal interest which might be adversely affected by this proposal; or an officer or head of any federal, state or local government agency or authority may within 30 days of May 31, 2000 submit written comments or objections concerning this bond release, and may also request, in writing, that the Division of Mined Land Reclamation hold a public hearing or an informal conference. A copy of materials concerning this request will be available for public inspection at the Division of Mined Land Reclamation's office in Big Stone Gap, Virginia.

All correspondence should be submitted to the Division of Mined Land Reclamation (Attention: Permit Section), P. O. Drawer 900, Big Stone Gap, Virginia 24219. Telephone (540) 523-8202.

Black Rock Coal, Inc.
CSMO 1101479
148-B Bristol East Bristol Road.
Bristol, VA 24201-8375
540-669-6476
5-10-4c

LEGAL NOTICE

VIRGINIA:
IN THE CIRCUIT COURT OF
DICKENSON COUNTY
DICKENSON COUNTY, VIR-
GINIA PLAIN-
TIFF
v.

NOTICE

Case No.: CH97-63
FOR TRACT NO. 3:
Francis French, et al
and
all persons who may be heirs at law of W.M. McFall, deceased, Thomas N. McFall, deceased,

First Union National Bank
and
For Tract No. 3:
Emily Kilgore, Sarah E. Gibson,
Elbert Kilgore, Nellie Bennett,
Kate Meade, Anna Strouth, and
Conley Kilgore

For Tract No. 4:
Aubrey Kiser, Utah Kiser,
Herbert Kiser, James C. Kiser,
and
William R. Kiser
and

For Tract No. 6:
Heirs of G.B. Smith
and

For Tract No. 7:
Tommy E. Taylor
and

For Tract No. 8:
James Otis Vest, Venna Marie
(Vest) Young,
Willie "Bill" Woodrow Vest,
Mary Ellen (Vest) Klahe, and
Pina Jean (Vest) Fleckenstein,
and

all persons who may be heirs at law of J.L. Kilgore, deceased, Missouri Kiser, deceased, G.B. Smith, deceased, Willie Bufort Vest, deceased, Bessie Ann (Stout) Vest, deceased, Dolly Mae (Vest) Strotter, deceased, and Virginia Bell (Vest) Fletcher, deceased, or who may, by virtue of inheritance or otherwise, have an interest in the property which is the subject of this suit, who, if not otherwise named herein, are hereby made parties hereto by the general description PARTIES UNKNOWN DEFENDANTS

Please take notice that on the 25th day of May, 2000, at the hour of 9:30 a.m., the undersigned Commissioner in Chancery will conduct a hearing in accordance with prior Orders of this Court. Said hearing will be held at the office of Henry A. Vanover, Attorney-at-Law, located in the Baker Professional Building, Chase Street, Clintwood, Virginia.

Please govern yourself accordingly.
FREDDIE MULLINS, ESQUIRE
P.O. Box 705
Clintwood, Virginia 24228
540-926-4678

Trustee will offer for sale at public auction at the Courthouse door in Clintwood, Dickenson County, Virginia, on the 22nd day of June, 2000, at 10:30 a.m. the above described property. Reference is made to said Deed of Trust for a more particular description of said property.

Terms: Cash, minimum of 10% bid amount will be required to be paid at the time and place of sale, balance within 30 days or upon delivery of deed. Title will be conveyed by Special Warranty Deed upon payment of the balance of bid. Payment of both bid deposit and balance must be made by cash, cashier's check, certified check, or postal money order payable to Linda G. Tiller, as Substitute Trustee for Rural Development, formerly Farmers Home Administration; United States Department of Agriculture.

If additional information is desired, contact the County Supervisor, Rural Development, 383 Highland Drive, Suite 5, Lebanon, Virginia 24266. Telephone 540-889-4650.
Linda G. Tiller
Substitute Trustee
P.O. Box 466
Lebanon, Virginia 24266
Telephone: 540-889-1825
5-24-4c

NOTICE OF FORECLOSURE SALE

Trustee's Sale Of Property, with improvements thereon, situate, lying and being on Caney Ridge in Dickenson County, Virginia, and which said land is more fully described as follows:

BEGINNING at a point in the western edge of a 20' right-of-way a common corner to Lot #2 thence with said 20' right-of-way S 08 43 W 106.53 to a point a common corner to Larkin Carty thence with said Carty S 80 33 W 198.07' to a point a common corner to Mountain Housing Corp. thence with said Mountain Housing Corp. N 06 30 E 168.07' to a point a common corner to Lot #2 thence with Lot #2 S 81 23 E 194.69 to the BEGINNING containina 0.605 acres more or

check, certified check, or postal money order payable to Linda Tiller, as Substitute Trustee Rural Development, form Farmers Home Administrat United States Department Agriculture.

If additional information desired, contact the County Supervisor, Rural Developm 383 Highland Drive, Suite Lebanon, Virginia 242 Telephone 540-889-4650.
Linda G. Tiller
Substitute Trustee
P.O. Box 466
Lebanon, Virginia 24266
Telephone: 540-889-1825
5-24-4c

NOTICE OF FORECLOSURE SALE

Trustee's Sale Of Property, with improvements thereon, situate, lying and being in the Ken Magisterial District of Dickenson County, Virginia, and which land is more fully described follows:

"BEGINNING at a stake a corner to a 40 foot wide right-of-thence N 42 50 E 41.06 feet to a stake; thence N 04 18 E 77 feet to a stake, a corner to cemetery; thence with the cemetery line S 80 28 E 22.76 feet a stake; thence with Mountain Housing Corpora property line S 79 07 E 145 feet to a stake; thence with Salyer's property line S 16 4 42.00 feet to an iron post; the with the Mountain Hous Corporation property line S 53 W 179.68 to a stake in the foot right-of-way, thence with right-of-way N 46 19 W 74 feet to the BEGINNING", containing .44 acres, more or less. And being the same property conveyed to David C. Holbrook and Sheila Holbrook by Deed dated July 28, 1995, of record in the Dickenson County Circuit Court Clerk's Office in Deed Book 312, at page 308. In execution of Deed of Trust from David C. Holbrook and Sheila Holbrook, dated October 4, 1995, recorded in Deed Book 312, at Page 310; the undersigned Trustee will offer for sale

for the Tract property
body showed up
He said nobody showed up
been
have
done
He
June 12, 2000
I called
the court

which gas Mr. and Mrs. Powers 100% of their acreage that was in Tract 2. So, that's what we are here as far as today's disbursements is concerned. Mrs. Powers did write a letter and asked me to read this into record as far as her objections. If it's okay, Mr. Chairman, I'll do that at this time.

BUTCH LAMBERT: Please do so, Mr. Asbury.

DAVID ASBURY: This is a letter from...a handwritten letter from Mrs. Powers. It references EQT's petition for supplemental order for disbursement of the escrowed funds for hearing September 21, 2010, docket 94-0816-0467 for Tract 2, well VC-2966. "Dear Board Members: I want to go on record objecting to the wording and ideas of much of this document. I want to go on record also for explaining that there is no conflicting interest of the gas ownership on Tract 2, well VC-2966, due to the coal ownership. The coal ownership of this tract as expressed throughout this document and on the pooling order is bogus. The location plat and coal estates only of Exhibit E of this

document state the coal ownership as being Clinchfield Coal, CCC, and leased to EREC's 100%, Clinchfield Coal claims own the coal under the property as J. H. Powers coal tract including 1,108.79 acres. There has never

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been a J. H. Powers coal tract 1,108.79 acres. EQT was unable to show documentation of the existence of the J. H. Powers coal tract 1,108.79 acres in Federal Court in Abingdon on January the 19th, 2010 as they had been requested to do. There has never been a true conflict of gas interest ownership on Tract 2, well VC-2966. So, all wording related to supposed conflicting interest should be stricken from this petition for disbursement from escrow funds of Tract 2 and well VC-2966. This petition should ask for disbursement of escrow funds in Tract 2 to Trulah Powers only. The record needs to be straight on this. We also own the gas on our property outright because the Virginia Supreme Court ruling in 2004 concerning the ownership of gas ruled that the land

owner owns the gas. The Virginia Supreme Court ruling is the law of the state. Thus, the Supreme Court Courts

have spoken. It is the time and pass time for this Board to stand up and recognize the Supreme laws of the State of Virginia and the constitutional rights of its fellow citizens. The Virginia Supreme Court in 2004 and the U. S. Supreme Court in 1999 both valued that the gas

owners and the land owners. If the laws of this great country and the State of Virginia were being followed, there would be very few disbursements of fund

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petitioning and there would be no split escrow with the coal owner. When the Virginia Legislation, the gas companies and this Board decide to do the right thing by

the gas owners everyone will win. This petition seems to be laden with contradictions. It states that Clinchfield Coal owns the coal by way of J. H. Powers coal tract 1,108.79 acres, a coal tract that doesn't exist. It further states that ERECs leased the coal from Clinchfield a 100% and it also contains a letter from Range Resources-Pine Mountain, Inc. who claims the coal by way of its deed from the former coal owner. Exhibit E shows Clinchfield as the current owner of coal. Then how can Range Resources-Pine Mountain own it from a deed of a former owner and ERECs is still leasing

from Clinchfield according to Exhibit E? Can these scenarios actually coexist in a legal sense? In fact, D of this document is erroneous. Range Resources-Pine Mountain was not a conflicting claimant with regard to Tract 2 as created by the Board order VGOB-94-0816-0467.

That statement cannot be further from the truth. Clinchfield was a conflicting claimant at the hearing in

June 1994. In fact, E is a fallacy. It is the resolve...it is to resolve the non-existent conflict in plat B. Plat G states the escrow not yet deposited and

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should be distributed to applicants or plaintiffs. As defined and identified in this petition, Range Resources-Pine Mountain, Inc. and Trulah Powers are the applicants and plaintiffs. As has already been determined in mediation in Federal Court, there will be



Trade Date Management Group

Settlement Date 03/10/2011

Time Modified 03/10/2011

Description VGOB # 94-0816-0467-02
Well # VC702966

Payee Trula Powers

FBO Trula Powers

Tax Year 2011

Transaction Type Distribution Per Virginia Gas & Oil Board

Check Number 24765

Gross Distribution \$15,896.28

Less:

Net Distribution \$15,896.28

8000467 - VC2966

Trade Date 03/10/2011

Settlement Date 03/10/2011

Time Modified 03/10/2011

Description VGOB # 94-0816-0467-02
Well # VC702966

Payee Trula Powers

FBO Trula Powers

Tax Year 2011

Transaction Type Distribution Per Virginia Gas & Oil Board

Check Number 24765

Gross Distribution \$15,896.28

Less:

Net Distribution \$15,896.28

THIS DOCUMENT HAS A MULTI-COLORED FACE THAT CHANGES COLOR GRADUALLY. SEE LIST OF SECURITY FEATURES ON THE BACK. DO NOT CASH UNLESS ALL ARE PRESENT.



Wealth Management Group

8000467 - VC2966

TRUST DIVISION
1108 E. STONE DRIVE • P.O. BOX 3860
KINGSPORT, TN 37664
(423) 245-6971

03/10/2011

68-446
514

CHECK NO. 024765

\$15,896.28

Fifteen thousand eight hundred ninety six and 28/100

Dollars

PAY TO THE ORDER OF

TRULA POWERS
PO BOX 102
BIRCHLEAF VA 24220

⑈024765⑈ ⑆051404464⑆ 2001 004 7⑈

09/10

VC-702966, docket number VGOB-0816-0467-02. All parties wishing to testify, please come forward.

JIM KAISER: Mr. Chairman, Jim Kaiser and George Heflin on behalf of EQT Production.

BUTCH LAMBERT: Good morning.

GEORGE HEFLIN: Good morning.

JIM KAISER: Good morning.

(George Heflin is duly sworn.)

BUTCH LAMBERT: You may proceed, Mr. Kaiser.

JIM KAISER: We are here today, I think Mr.

Asbury probably has some comments that he's going to make, as you all know, this particular disbursement has been a long and winding road. What we're going to try to do is disburse to Trulah Powers her share of the escrow for a portion of Tract 2 in the unit for well number VC-702966. Let me pass this out right now.

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(An exhibit is passed out to the Board.)

JIM KAISER: There has been a lot of contact back and forth between the Powers and the Board, the Powers and EQT. Mr. Powers...actually, Leonard Powers before he passed away a few months ago, actually did write a letter saying that he was in agreement with the disbursement on this portion of Tract 2. Now, his widow Trulah Powers has recently written a letter, I guess September the 8th, with some objections. I don't know if you might want to go ahead and get those on the record now, Mr. Asbury, before we go through our testimony trying to get this disbursement done.

DAVID ASBURY: Okay. There are two tracts that were considered by Mr. Powers before his death that Mrs.

Powers have...does now have control or his claim...has claims of control in this unit. A portion of that is Tract 2 and Tract 3. What we're here today to discuss and disburse is the actual ownership of gas and oil in Tract 2, which was originally with deed and title assigned to and everyone agreed with was Leonard and Trulah Powers. Through negotiations with several individuals, Powers and Range Resources came to an agreement. Range Resources in a letter dated December the 2nd, 2009, released their coalbed methane claim,

no split of escrow funds on Tract 2 for well VC-2966. I'm also hereby objecting to the fact that escrowed funds that would be disbursed by the petition extends only to December 31, 2009. They should extend that lease to June or July. Please excuse my poor writing. Sometimes my hands are not steady enough to type. Yours truly, Trulah F. Powers." Subsequently to receiving this letter, Mr. Chairman, there has been a couple of conversations with Mrs. Powers talking about what this disbursement is and the ways that the statute allows disbursements from escrow. In real terms, there is a split agreement between Mr. and Mrs. Powers even though the Range part is 0%. So, a split agreement of 0 to Range and a 100% to Mrs. Powers is, in fact, a split agreement. So, she said and conveyed to me that she understood that this is a split agreement and this is one of three ways that the funds can be disbursed in Tract 2 that are specific to Leonard and Trulah Powers' ownership. In addition to the ownership in Tract 2,

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there is another claim that's in Federal Court. The Federal Court did not rule. It only asks for additional information from EQT. There are still outstanding Federal Court issues on a two-eighteenth part of Tract 2, which the Powers are claiming...three-eighteenth part, I'm sorry, with Mr. and Mrs. Powers and a lady Strict Fadden. So, that part is still under Federal Court's consideration for Tract 2 and not the acreage that we are here to disburse today.

BUTCH LAMBERT: Looking at the plat map, Mr. Kaiser, my map doesn't have the tracts identified. Are we talking about the J. H. Powers? Is that the one to the---

JIM KAISER: Yes, sir. In the western part of the unit there.

BUTCH LAMBERT: The western part or the eastern part?

JIM KAISER: I believe the western part.

BUTCH LAMBERT: The western part is Leonard Powers.

JIM KAISER: Right.

SHARON PIGEON: This is it. See right here.

BUTCH LAMBERT: But there's a J. H. Powers up here too. That's referenced in the letter at 1,108

acres...1,108.79 acres. Is that---?

SHARON PIGEON: They all J. H. Powers.

MARY QUILLEN: It's on both of them.

BILL HARRIS: Yeah, it is.

MARY QUILLEN: Both tracts, the same acreage.

GEORGE HEFLIN: What it is...if I may, it's---.

BUTCH LAMBERT: I'm looking at...if you're looking at the plat, it's the northeast and it has got J. H. Powers 1,108.79 acres.

GEORGE HEFLIN: That's correct. Both that 1...that 1108.79 acre tract is a large coal tract that underlies a couple of different---

JIM KAISER: Surface, oil and gas tracts.

GEORGE HEFLIN: ---surface, oil and gas tracts.

BUTCH LAMBERT: So, that's the Tract 2 that---?

JIM KAISER: That's the...that's what we call the J. H. Powers coal only tract.

BUTCH LAMBERT: Okay.

JIM KAISER: That's Tract 2 and 3.

GEORGE HEFLIN: And 1.

JIM KAISER: And 1, yeah. That's the coal underlying the entire unit except for that little piece down in the very southeast corner. But the piece that the Powers own the gas under and that we're here to

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disburse a portion of today would be on the western side

of the unit where it says Leonard Powers surface, oil and gas.

MARY QUILLEN: Oh, okay.

JIM KAISER: Do you got it?

(No audible response.)

JIM KAISER: One-sixth of that tract is still in dispute in the Federal litigation with Strict McFadden and then all of that tract to the northeast, Tract 3 is in dispute. But, again, I mean, I think with what you've heard from Mr. Asbury and the fact that Range has

got the split agreement and has agreed to 100% of the escrow of the five-sixth of the escrow on Tract 2 there you have it.

MARY QUILLEN: It's 100% of five-sixth---?

JIM KAISER: Yes, ma'am.

MARY QUILLEN: ---is that what you're saying?

And one-sixth is still in dispute?

JIM KAISER: Yes, ma'am.

MARY QUILLEN: I got it.

BUTCH LAMBERT: Anything further, Mr. Kaiser?

JIM KAISER: Yeah. Well, I'm...I'll do my standard testimony of Mr. Heflin.

GEORGE HEFLIN

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having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

QUESTIONS BY MR. KAISER:

Q. Mr. Heflin, was everybody...has all parties been notified as required by statute of this hearing?

A. They have.

Q. And have you prepared a spreadsheet for purposes of this hearing to show the Board the owners percentage in escrow and the owner amount in escrow to be disbursed if they agree with this application and that amount total is as of 8/31/2010?

A. That's correct.

Q. And what is the percentage of the owner's percentage in escrow for the portion of Tract 2 that we're disbursing?

A. It's 23.04057681%.

Q. And the owner amount in escrow through the 31st of August?

A. \$13,540.54.

Q. And would you ask that the Board enter an order allowing that amount to be disbursed to Mrs. Trulah Powers and that the order state that going

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forward her five-sixth interest of the royalty in this unit be paid directly to her?

A. Yes.

Q. And would you also agree that the Board needs to leave one-sixth of the proceeds from this tract

in escrow pending any decision in the Federal litigation?

A. That's correct.

JIM KAISER: Nothing further at this time, Mr.

Chairman.

BUTCH LAMBERT: Questions from the Board?

(No audible response.)

BUTCH LAMBERT: Mr. Asbury, let me make sure that I'm clear. Since receiving the letter from Mrs. Powers, you've had conversations with her---?

DAVID ASBURY: Yes.

BUTCH LAMBERT: ---via phone---?

DAVID ASBURY: Yes.

BUTCH LAMBERT: ---where she stated that she now understands what's going to take place at this hearing today for disbursement of her portion for Tract 2?

DAVID ASBURY: Yes.

BUTCH LAMBERT: And she was in agreement with that?

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DAVID ASBURY: Yes.

BUTCH LAMBERT: Okay. I just wanted to simply that so I could understand it.

JIM KAISER: It has been a pretty complicated one, yeah.

DAVID ASBURY: While she want...while she agreed with the disbursement and understands the issue about a conflicting claim or split agreement, she understands that, and she is okay with the disbursement that's pending before the Board for the portion. She continues her claims under the Strict McFadden part and the Tract 3 part, which involves the Missouri Kiser Heirs.

SHARON PIGEON: Mr. Asbury, your file also contains a letter dated January 19, 2010 before Mr. Powers passed away wherein he rescinded his objection to

this disbursement as well?

DAVID ASBURY: That's correct. Thank you.

BUTCH LAMBERT: Okay. Any further questions from the Board?

(No audible response.)

BUTCH LAMBERT: Anything further, Mr. Kaiser?

JIM KAISER: Yes, sir. We'd ask that the disbursement petition be approved as submitted.

BUTCH LAMBERT: Do I have a motion?

28

MARY QUILLEN: Motion to approve.

BRUCE PRATHER: Second.

BUTCH LAMBERT: I have a motion and a second.
Any further discussion?

(No audible response.)

BUTCH LAMBERT: All those in favor, signify by saying yes.

(All members signify by saying yes.)

BUTCH LAMBERT: Opposed, no.

(No audible response.)

BUTCH LAMBERT: Thank you, Mr. Kaiser. That's approved.

File

Board Members:
Benny R. Wampler, Chairman
William F. Mason, Jr.
William W. Kelly, Jr.
Kenneth F. Evans
Kevin T. McGlothlin
William S. Harris
Joyce L. Presley

Byron T. Fulmer
Principal Executive to the Staff
of the Board



COMMONWEALTH OF VIRGINIA

Virginia Gas and Oil Board

P.O. Box 1416

Abingdon, Virginia 24210

Phone: (703) 676-5423

FAX: (703) 676-5459

August 8, 1994

Mr. Leonard and Trulah Powers
P.O. Box 277
Weippe, Idaho 83553

RE: Request for Continuance to VGOB Case Docket #'s 94/08/16-0467 and 94/08/16-0468.

Dear Mr. and Mrs. Powers:

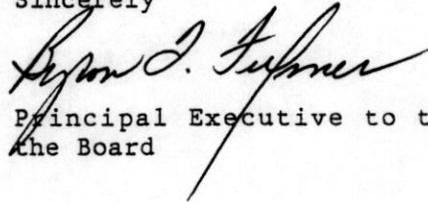
The Chairman of the Board has reviewed your request for continuance in the above referenced Docket items scheduled for the August 16th Board hearing. Please be informed that, based upon all evidence before him and the additional information supplied in your letter of July 11th and received by this office on July 15th, the Chairman is unable to grant your request for continuance based upon his findings that:

1. The Board approved at its May 16, 1994 hearing, the establishment of a compulsory pooled unit for the unit designated as VC-2966. Such written order is forth coming;
2. As to the title issues you raise, the Board is without jurisdiction to determine title;
3. and, as to the matter of the sell option, while as the Board received notice that you have withdrawn your offer to sell your interest to EREX and thereby terminated negotiations with them, Equitable resources has petitioned the Board to provide for a sell option in its request under Docket # VGOB 94/08/16-0468 and to determine a fair market value for the resource under the properties in question.

Additionally, the petitioner is requesting a modification of the original Board's order to bring the order into compliance with regard to new interest discovered after the order was issued.

Should your require further explanation of the Chairman's decision to not grant your request for continuance, please contact myself or Ms. Diane Davis at the above address or telephone number. We would more than happy to answer your questions.

Sincerely



Principal Executive to the Staff of
the Board

cc: Benny Wampler, Chairman
Sandra Riggs, Assistant Attorney General
Rand Sterling, Counsel for EREX

PINE MOUNTAIN Oil and Gas, Inc.

P.O. Box 2136
406 West Main Street
Abingdon, Virginia 24212
Phone: (276) 628-9001
Fax: (276) 628-7246



March 23, 2007

Leonard and Trula Powers
P.O. Box 277
Weippe, Idaho 83553

Re: Permanent Split of CBM Royalty
Leonard Powers et, al
VC-2966
Dickenson, Virginia

Dear Mr. and Mrs. Powers:

As you are aware, Equitable Production Company ("EPC"), has drilled the referenced coalbed methane gas well on a tract of land (the "Property" or "Subject Tract") in which Pine Mountain Oil and Gas, Inc. ("PMOG") owns the coalbed methane gas through its deed from the former coal owner underlying the Property and you own an undivided interest in the gas. The above has created conflicting claims as to the ownership of the coalbed methane gas on the Subject Tract between ("PMOG"), as the owner of the coalbed methane gas through its deed from the former coal owner, and you, as the owner of an undivided interest in the gas. A plat indicating the location of the well within the operating unit is enclosed for your reference.

Due to our conflicting interests in the Subject Tract, EPC, as operator of the unit, has placed all royalty proceeds attributable to our conflicting interests into an escrow account. These royalty proceeds will remain in the escrow account until either a final legal determination of our conflicting claims to the coalbed methane gas is made or we reach an agreement on the division of the royalty proceeds. The most economical and expedient way to secure a release of the escrowed funds is for us to enter into an agreement which sets forth how the funds are to be distributed. Accordingly, in order to avoid the expense and time required to resolve the ownership question through the courts, PMOG proposes resolving this matter by the agreement described below. Such an agreement will allow us to request distribution of the proceeds presently held in the escrow account and direct payment of all future proceeds.

PMOG proposes that you receive disbursement of 75% of the proceeds held in the escrow account on the above-mentioned well and that PMOG receive disbursement of 25% of the proceeds held in the escrow account on the above-mentioned well. PMOG proposes the same percentage division for all future production payments which may accrue to our conflicting interests from the above-mentioned well. PMOG will, at its sole expense, pursue the administrative process required to secure release of the proceeds held in the escrow account and will absorb all future costs of administering this letter agreement. None of these expenses and costs will be deducted from your 75% of the royalty proceeds.

March 23, 2007

Page 2 of 3

If this division of proceeds is agreeable with you, PMOG will diligently pursue the administrative processes required to secure release of the proceeds in the escrow account to you and PMOG. You will be provided with copies of the correspondence to EPC, requesting distribution of the escrowed funds as well as the directive to EPC to pay all future royalties and other benefits attributable to our conflicting interests in the same 75% / 25% proportion.

This letter agreement effects a permanent division of the accrued, suspended or escrowed royalty payments and all future royalty payments on the above-mentioned well which is binding upon you, your heirs and assigns and PMOG and its successors and assigns. By entering into this agreement, the parties agree to refrain from making any claim or bringing any suit against the other party attacking the other party's coalbed methane interests set forth in this letter agreement. It is expressly agreed by the parties hereto that the division of the accrued, suspended or escrowed royalty payments and all future royalty payments on the above-mentioned well shall remain subject to this letter agreement, regardless of any subsequent judicial determination of ownership of coalbed methane in the Commonwealth of Virginia. Provided, however, nothing contained in this letter agreement shall change or alter the parties' common law rights and liabilities or the legal title to their respective coal and gas estates.

By entering into this letter agreement, you confirm that you are the current record title owner of an undivided interest in the gas estate underlying the tract attributed to Leonard Powers, et al on the enclosed plat. If you are not the current gas owner, please notify us immediately.

By accepting the terms and conditions of this letter agreement, you are directing EPC to disburse royalties in accordance with this agreement

Please evidence your agreement to these terms by signing this letter agreement on the line indicated below and returning this letter agreement to PMOG in the enclosed self-addressed, stamped envelope. If you have any questions, please do not hesitate to call me at 276-619-2583.

Sincerely,

PINE MOUNTAIN OIL AND GAS, INC.



Phil Horn
District Landman

Enclosures

AGREED TO AND ACCEPTED BY

BY: _____
LEONARD POWERS

TRULA POWERS

PINE MOUNTAIN OIL AND GAS, INC.

BY: *Phil Horn*
PHIL HORN
DISTRICT LANDMAN

STATE OF VIRGINIA

COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify Bea Fletcher, whose name is signed to the writing hereto annexed, have this day acknowledged the same before me, in said County and State.

Given under my hand and notarial seal this the _____ day of _____, 2007.

My commission expires _____.

Notary Public

COMMONWEALTH OF VIRGINIA

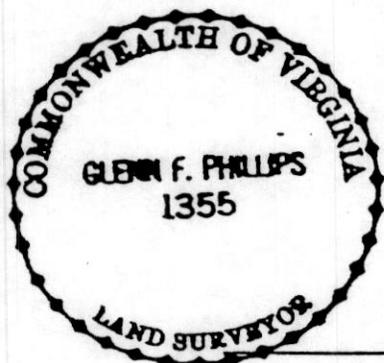
COUNTY OF WASHINGTON, to-wit:

I, *Aaron A. Anderson*, a Notary Public in and for the State and County aforesaid, do hereby certify that Phil Horn, District Landman for Pine Mountain Oil and Gas, Inc., whose name as such is signed to the writing hereto annexed, bearing date the *26th* day of *March*, 2007, has this day, before me, in my said County acknowledged the said writing on behalf of said corporation.

Given under my hand and notarial seal this the *26th* day of *March*, 2007.

My commission expires *3/31/2011*.

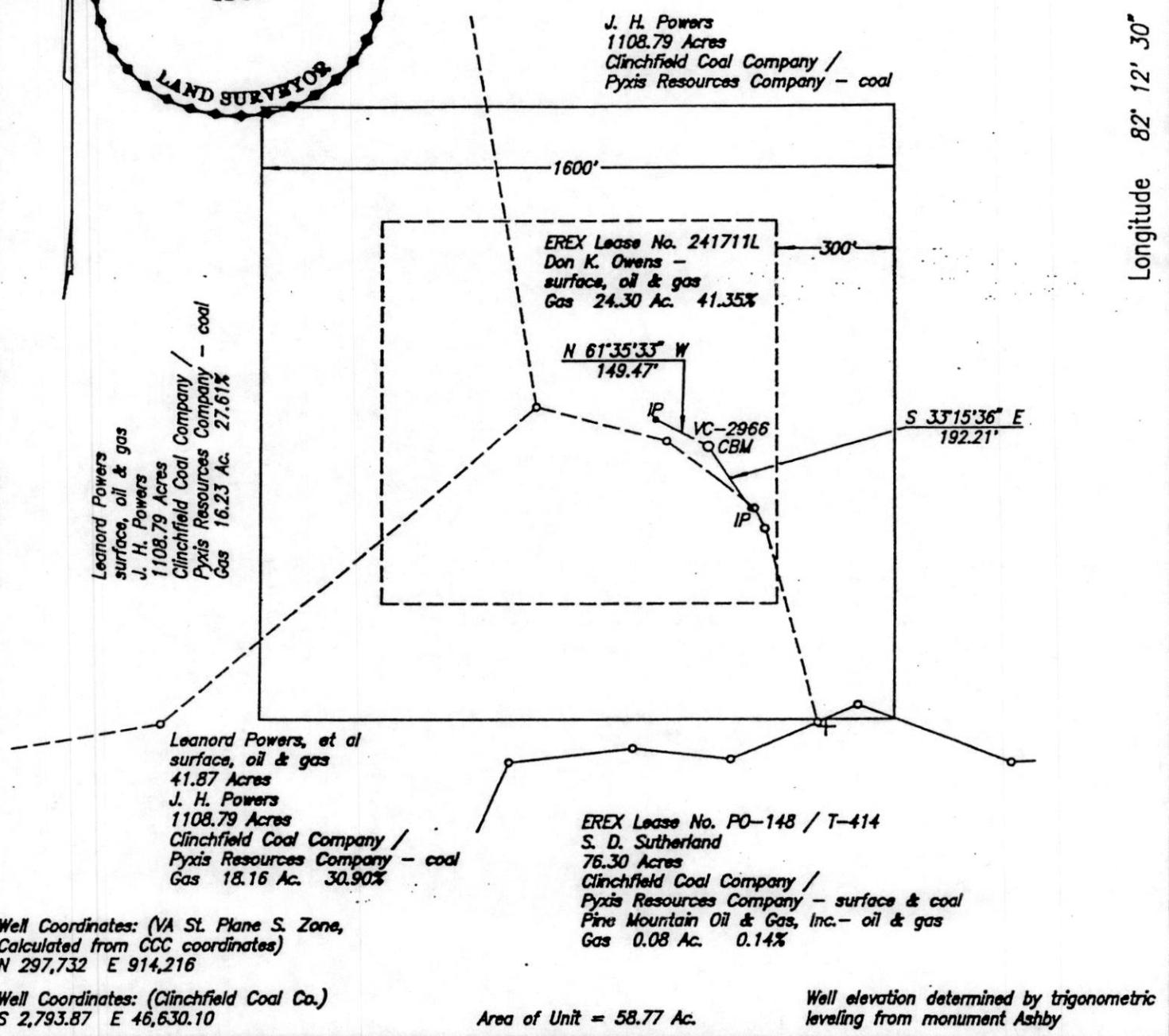
A. A. Anderson
Notary Public



Latitude 37° 07' 30"

Longitude 82° 12' 30"

11,890'



Leanord Powers
surface, oil & gas
J. H. Powers
1108.79 Acres
Clinchfield Coal Company /
Pyxis Resources Company - coal
Gas 16.23 Ac. 27.61%

J. H. Powers
1108.79 Acres
Clinchfield Coal Company /
Pyxis Resources Company - coal

EREX Lease No. 241711L
Don K. Owens -
surface, oil & gas
Gas 24.30 Ac. 41.35%

N 61°35'33" W
149.47'

S 33°15'36" E
192.21'

Leanord Powers, et al
surface, oil & gas
41.87 Acres
J. H. Powers
1108.79 Acres
Clinchfield Coal Company /
Pyxis Resources Company - coal
Gas 18.16 Ac. 30.90%

EREX Lease No. PO-148 / T-414
S. D. Sutherland
76.30 Acres
Clinchfield Coal Company /
Pyxis Resources Company - surface & coal
Pine Mountain Oil & Gas, Inc. - oil & gas
Gas 0.08 Ac. 0.14%

Well Coordinates: (VA St. Plane S. Zone,
Calculated from CCC coordinates)
N 297,732 E 914,216

Well Coordinates: (Clinchfield Coal Co.)
S 2,793.87 E 46,630.10

Area of Unit = 58.77 Ac.

Well elevation determined by trigonometric
leveling from monument Ashby

WELL LOCATION PLAT

COMPANY Equitable Resources Exploration WELL NAME AND NUMBER VC-2966
TRACT NO. 241711L ELEVATION 2073.56 QUADRANGLE Duty
COUNTY Dickenson DISTRICT Ervinton SCALE 1" = 400' DATE 3-10-1994

This Plat is a new plat X; an updated plat ; or a final location plat

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

Glenn F. Phillips
Licensed Professional Engineer or Licensed Land Surveyor

VC-2966
VGOB 94-0816-0467 and 0468

<u>Tract</u>	<u>Owner Name and Address</u>	<u>Owner Net Interest</u>	<u>Total Net Interest</u>	<u>Total Amount in Escrow</u>	<u>Owner's Amount in Escrow</u>
3 ID 2746	1 Roy Curtis Kiser and Virginia Kiser 4740 East Windstone Trail Cave Creek, AZ 85331	0.0038625	0.124825	\$41,898.73	\$1,296.49
	2 Fred N. Kiser 106 Arrington Road Rogersville, TN 37857	0.0038625	0.124825	\$41,898.73	\$1,296.49

VC-2966
VGOB 94-0816-0467 and 0468

<u>Owner Name and Address</u>	<u>Owner Net Interest</u>	<u>Total Net Interest</u>	<u>Total Amount in Escrow</u>	<u>Owner's Amount in Escrow</u>
<u>EPC Figures</u>				
1 Roy Curtis Kiser and Virginia Kiser 4740 East Windstone Trail Cave Creek, AZ 85331	0.0038625	0.124825	\$42,370.78	\$1,311.09
2 Fred N. Kiser 106 Arrington Road Rogersville, TN 37857	0.0038625	0.124825	\$42,370.78	\$1,311.09
<u>Bank Figures</u>				
1 Roy Curtis Kiser and Virginia Kiser 4740 East Windstone Trail Cave Creek, AZ 85331	0.0038625	0.124825	\$43,244.29 \$ 3,270.99	\$1,338.12 \$ 101.22 Interest
2 Fred N. Kiser 106 Arrington Road Rogersville, TN 37857	0.0038625	0.124825	\$43,244.29 \$ 3,270.99	\$1,338.12 \$ 101.22 Interest

* Check for \$454.38 was issued in Aug 06 and has not registered at the bank

On May 15, 2007 the Board withdrew its approval for disbursement of funds from Docket Number 94-0816-0467 pending resolution of ownership issues between Missouri Kiser Heirs and Leonard and Trulah Powers. No order will be issued under 94-0816-0467-01

George P. Willis
Director



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

COMMONWEALTH of VIRGINIA

DEPARTMENT OF MINES, MINERALS AND ENERGY

Division of Gas and Oil

P.O. Box 1416

Abingdon, Virginia 24212-1416

Phone: (276) 676-5423

Fax: (276) 676-5459

NOTICE OF HEARING THE VIRGINIA GAS AND OIL BOARD

Regarding Disbursement of Escrowed Funds Attributable to the Coalbed Methane Gas Unit served by Equitable Production Company Well VC-702966 Located in the Ervinton District of Dickenson County, Virginia

Docket Number 94-0816-0467-01

HEARING DATE: May 15, 2007
PLACE: Southwest Virginia Higher Education Center
Campus of Virginia Highlands Community College
TIME: 9:00 AM

RESPONDENTS: Fred N. Kiser; Roy Curtis and Virginia Kiser; Leonard O. and Trulah F. Powers; Equitable Production Company; Pine Mountain Oil and Gas, Inc.

NOTICE IS HEREBY GIVEN that the Virginia Gas and Oil Board (VGOB), on its own motion, will reconsider prior approval for disbursement of escrowed funds attributable to a portion of VGOB Tract 3 in the unit served by Equitable Production Company well VC-702966. The Board's motion is based on the following:

1. The Board executed, under Docket Number 94-0517-0448, an order pooling all interests in the Subject Drilling Unit for the production of occluded natural gas produced from coalbeds. The pooling order was subsequently modified by the Board's order under Docket Numbers 94-0816-0467 and 94-0816-0468. The pooling order was amended and supplemented by the Board's Supplemental Order Regarding Elections.
2. To the extent claims to the Gas were in conflict, pursuant to Va. Code § 45.1-361-22 payments attributable to said conflicting claims were ordered deposited by the Unit Operator into the escrow.
3. On September 19, 2006, the Board considered a petition for disbursement of escrowed funds attributable to VGOB Tract 3 and the interests of Missouri I.

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

Kiser heirs Fred N. Kiser, Roy Curtis Kiser and Virginia Kiser. The petition presented an agreement between Kisers and Pine Mountain Oil and Gas, Inc. regarding escrowed funds and future royalties. Disbursement of funds was approved.

4. It has come to the Board's attention that the property herein designated Tract 3 was included in a petition for pooling of conventional gas unit V-536721 considered by the Board at its hearing on April 19, 2005. At that hearing, ownership of the property by the Missouri I. Kiser heirs was contested by Trulah F. Powers who claimed ownership. The Board issued an order under Docket Number 05-0419-1435 requiring escrow of all funds attributable to the property due to unknown ownership. Funds will remain in escrow until the property dispute is settled by agreement or court order.

Under authority granted by § 45.1-361.15.A(4) of the Virginia Gas and Oil Act, the Board will seek testimony and evidence to determine if its prior approval of disbursement of funds attributable to VGOB Tract 3 of the VC-702966 unit under Docket Number 94-0816-0467-01 should be withdrawn, and whether all funds should be escrowed pending resolution of ownership.

NOTICE IS FURTHER GIVEN that the Virginia Gas and Oil Board will take up the matter at its hearing scheduled for Tuesday May 15, 2007 at the Southwest Virginia Higher Education Center on the campus of Virginia Highlands Community College commencing at 9:00 AM. You may attend this hearing, with or without an attorney, and offer evidence or state any comments. You may provide written comments by mailing to The Virginia Gas and Oil Board, P. O. Box 1416, Abingdon, Virginia 24212. For more information, please contact The Division of Gas and Oil at (276) 676-5423.

Dated May 1, 2007

The Virginia Gas and Oil Board



B. R. Wilson

Director, Division of Gas and Oil, and
Principal executive to the staff of the Board

INSTRUMENT PREPARED BY
VIRGINIA GAS AND OIL BOARD

ORDER RECORDED UNDER CODE
OF VIRGINIA SECTION 45.1-361.26

VIRGINIA:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANTS: Fred N. Kiser;)
 Roy Curtis Kiser and Virginia Kiser (H/W))
)
 RELIEF SOUGHT: Issuance of an Amended Supplemental)
 Order Amending Prior Orders Affecting)
 Drilling Unit Served by well VC-702966)
 Located in Kenady District,)
 Dickenson County, Virginia)
 (herein "Subject Drilling Unit") to Provide:)
 (1) Calculation of Funds Unit Operator)
 Deposited into the Escrow Account for)
 Subject Drilling Unit by Tract Subaccounts;)
 (2) to Applicants a Royalty Accounting; and)
 (3) Disbursement to applicants in)
 Accordance with Their Royalty)
 Agreement Those Funds Deposited by the)
 Unit Operator into Subject Drilling Unit's)
 Escrow Subaccount for VGOB Tract 3 .)

DOCKET NO.
94-0816-0467-01
(With reference to
Dockets numbered
94-0816-0468-01 and
94-0517-0448-01)

TAX MAP IDENTIFICATION
NUMBERS: TAX MAP
IDENTIFICATION
NUMBERS FOR ALL
PARCELS AFFECTED BY
THIS ORDER ARE SHOWN
ON EXHIBIT(S) _____
WHICH IS/ARE ATTACHED
TO AND A PART OF THIS
ORDER.

REPORT OF THE BOARD
FINDINGS AND ORDER

1. **Hearing Date and Place:** This matter came on for final hearing before the Virginia Gas and Oil Board (herein "Board") at 9:00 a.m. on September 19, 2006 at the Southwest Virginia Higher Education Center on the campus of Virginia Highlands Community College, Abingdon, VA.
2. **Appearances:** Jim Kiser, Esq. appeared for the Unit Operator; and Sharon M.B. Pigeon, Assistant Attorney General, was present to advise the Board.
3. **Jurisdiction and Notice:** Pursuant to Va. Code §§ 45.1-361.1 *et seq.*, and in particular Va. Code §§ 45.1-361.21 and 45.1-361.22, the Board finds that it has jurisdiction over the establishment and maintenance of an escrow account, with tract subaccounts, for each of the coalbed methane gas drilling units established by the Board through its field rules that are subject to a Board pooling order. Further, the Unit Operator is required to deposit, as applicable, those funds specified in Va. Code § 45.1-361.21.D., 45.1-361.22.A.2, 45.1-361.22.A.3 and 45.1-361.22.A.4 into the applicable escrow tract subaccounts. The Board finds that: (1) while it does not have jurisdiction to resolve conflicting claims to the ownership of the Coalbed Methane Gas produced by the Unit Operator from wells located on Subject Drilling Unit, and (2) while it does not have jurisdiction to interpret agreements by and between the Gas owners/claimants and/or the Unit Operators or to abridge or contravene the provisions of such agreements, (3) pursuant to Va. Code § 45.1-361.22.A.5, the Board does have jurisdiction and authority to disburse funds from the Escrow Account provided the Board has been provided with a final decision of a court of competent jurisdiction adjudicating the ownership of coalbed methane gas as between the conflicting claimants or an agreement among all claimants owning conflicting estates in the tract in question or any undivided interest therein.
4. **Prior Proceedings:**

- 4.1. On August 5, 1994, the Board executed, under Docket Number 94-0517-0448, its order pooling all interests in the Subject Drilling Unit for the production of occluded natural gas produced from coalbeds and rock strata associated therewith (herein "Gas") in accordance with the provisions of Va. Code §§ 45.1-361.21 and 45.1-361.22 (herein "Pooling Order"). The Pooling Order was filed with the Clerk of the Circuit Court of Dickenson County in Deed Book 302 at Page 512. The Pooling Order was subsequently modified by the Board's order under Docket Numbers 94-0816-0467 and 94-0816-0468 that was filed with the Clerk in Deed Book 304 at page 004. The Board designated Equitable Resources Exploration as the Unit Operator of the Subject Drilling Unit. The Pooling Order was amended and supplemented by the Board's Supplemental Order Regarding Elections executed on December 19, 1994 that was filed with the Clerk's Office in Deed Book 305 at page 786 ("Supplemental Order") (hereafter the Pooling Order and the Supplemental Order are collectively referred to as the "Pooling Order").
- 4.2 To the extent claims to the Gas were in conflict, pursuant to Va. Code § 45.1-361-22 payments attributable to said conflicting claims were ordered deposited by the Unit Operator into the escrow account established by the Pooling Order (herein "Escrow Account"). According to the Pooling Order, the coal ownership interests of Pine Mountain Oil and Gas, Inc. and the oil and gas fee ownership of Applicants in an 18.16-acre tract known as VGOB Tract 3 were in conflict and became subject to the escrow requirements of the Pooling Order.
- 4.3 The Unit Operator's Affidavit and Miscellaneous Petition dated August 18, 2006, a copy of which is attached to and made a part hereof, states under oath that Pine Mountain Oil and Gas, Inc. and Applicants have entered into a royalty agreement with regard to VGOB Tract 3, and that by the terms of the agreements, Pine Mountain Oil and Gas, Inc. has relinquished any and all claims to escrowed funds attributable to Tract 3 and the interests of Applicants, and escrow regarding the conflicting claims detailed herein is no longer required.
- 4.4 The Unit Operator gave notice to Pine Mountain Oil and Gas, Inc., and Applicants that the Board would take the Affidavit referred to in Paragraph 4.3 above under consideration at its hearing on September 19, 2006 and consider whether to: (1) amend the Pooling Order to provide for the disbursement of funds on deposit in the Escrow Account attributable to Tract 3 and the interests of Applicants in accordance with the terms of the royalty agreement, and (2) delete the requirement that the Unit Operator place future royalties attributable to Tract 3 in the Escrow Account, and (3) continue the escrow account under this docket number because parties other than those seeking disbursement under this order are subject to escrow.
- 4.5 The Unit Operator filed the attached accounting for Subject Drilling Unit's Escrow Account with the Board ("Accounting").

5. **Findings:**

- 5.1. Va. Code 45.1-361.22.5 provides:

The Board shall order payment of principal and accrued interests, less escrow account fees, from the escrow account to conflicting claimants within thirty days of receipt of notification of (i) a final decision of a court of competent jurisdiction adjudicating the ownership of coalbed methane gas as between them or (ii) an agreement among all claimants owning conflicting estates in the tract in question or any undivided interest therein. The amount to be paid to the conflicting claimants shall be determined based on the percentage of ownership interest of the conflicting claimants as shown in the operator's supplemental filing made part of the pooling order that established the escrow account, the operator's records of deposits attributable to those tracts for which funds are being requested, and the records of the escrow account for the coalbed methane gas drilling unit. The interests of any cotenants who have not entered into an agreement shall remain in the escrow account.

- 5.2 The Unit Operator has certified and represented to the Board that:

- (1) Pine Mountain Oil and Gas, Inc. is the owner of 100% of the coal owner claim to coalbed methane underlying VGOB Tract 3 of the Subject Drilling Unit;
- (2) Fred N. Kiser and Roy Curtis and Virginia Kiser (H/W) (Applicants) are the owners of 100% of oil and gas estate underlying a proportionate share of VGOB Tract 3 of the Subject Drilling Unit;
- (3) that Pine Mountain Oil and Gas, Inc. and Applicants have entered into an royalty agreement regarding VGOB Tract 3, and that by that agreement, Pine Mountain Oil and Gas has agreed to waive all claims to bonuses and/or royalties, if any, deposited by the Unit Operator in the Escrow Account which are attributable to said tract and the interests of Applicants.
- (4) that the net interests attributable and to be disbursed to applicants are shown in Table 1, Below.

TABLE 1		
Tract # Owner Names	% interest in tract	% interest in 94-0816-0467 balance
Tract 3 Fred N. Kiser 106 Arrington Road Rogersville, TN 37857	10%	3.0900%
Roy Curtis Kiser Virginia Kiser 4740 East Windstone Trail Cave Creek, AZ 85331	10%	3.0900%

6. **Relief Granted:**

For the reasons set forth in Paragraph 4 and 5 above, and based upon the Accounting, the Escrow Agent is ordered to, within 10 days of receipt of this executed order: (1) disburse ten percent (10 %) of the funds attributable to VGOB Tract 3, being 3.0900 percent of funds on deposit in the escrow sub-account on the date of disbursement, to:

Fred N. Kiser
106 Arrington Road
Rogersville, TN 37857

and (2) disburse ten percent (10%) of the funds attributable to the VGOB Tract 3, being 3.0900 percent of funds on deposit in the escrow sub-account on the date of disbursement, to:

Roy Curtis Kiser
Virginia Kiser
4740 East Windstone Trail
Cave Creek, AZ 85331

Exhibits to the Pooling Order showing owners subject to escrow are deleted in toto and replaced with the Exhibit E attached to this order. Further, the Supplemental Order filed in this cause is hereby modified to delete the requirement that payments attributable to the conflicting coalbed methane gas ownership interests of Pine Mountain Oil and Gas, Inc. and Applicants in VGOB Tract 3 be deposited by the Unit Operator into the Escrow Account, and, because there are other owners subject to escrow under the Supplemental Order, the Escrow Agent is directed to continue the Escrow Account for

Subject Drilling Unit . To the extent not specifically granted herein, any other or further relief is denied.

7. **Conclusion:**

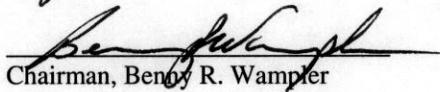
Therefore, the requested relief and all terms and provisions set forth above in Paragraph 6 above be and hereby are granted and IT IS SO ORDERED.

8. **Appeals:**

Appeals of this Order are governed by the provisions of Va. Code § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court and that whenever a coal owner, coal operator, gas owner, gas operator, or operator of a gas storage field certificated by the State Corporation Commission is a party in such action, the court shall hear such appeal de novo.

9. **Effective Date:** This Order shall be effective on the date of its execution.

DONE AND EXECUTED this 16th day of January, 2006, by a majority of the Virginia Gas and Oil Board.


Chairman, Benny R. Wampler

DONE AND PERFORMED this _____ day of _____, 2006, by an Order of this Board.

B. R. Wilson
Principal Executive to the Staff
Virginia Gas and Oil Board

COMMONWEALTH OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this _____ day of _____, 2006, personally before me a notary public in and for the Commonwealth of Virginia, appeared Benny R. Wampler, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

Susan G. Garrett
Notary Public

My Commission expires:

COMMONWEALTH OF VIRGINIA)
COUNTY OF WASHINGTON)

Acknowledged on this _____ day of _____, 2006, personally before me a notary public in and for the Commonwealth of Virginia, appeared B. R. Wilson, being duly sworn did depose and say that he is Principal Executive to the Staff of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

Diane J. Davis
Notary Public

My commission expires:

VIRGINIA:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANTS: Fred N. Kiser, Roy Curtis & Virginia Kiser

DOCKET NUMBER: VGOB 94/08/16-0467-01
VGOB 94/08/16-0468-01
VGOB 94/05/17-0448-01

RELIEF SOUGHT: Supplemental Order for Disbursement of Escrowed Funds on behalf of Fred N. Kiser and Roy Curtis & Virginia Kiser

LEGAL DESCRIPTIONS: Drilling Unit Number VC-702966 created by Board Order Dated July 29, 1994, VGOB 94/08/16-0467, 0468, and VGOB 94/05/17- 0448 in the Kenady District, Dickenson County, Virginia.

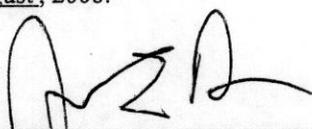
HEARING DATE: September 19, 2006

MISCELLANEOUS PETITION

1. Party: Applicants herein are Fred N. Kiser, (hereinafter "Plaintiffs), whose address is 106 Arrington Rd, Rogersville, TN 37857, Roy Curtis & Virginia Kiser, (hereinafter "Plaintiffs), whose address is 4740 East Windstone Trail, Cave Creek, AZ 85331.
2. Facts:
 - a. Equitable was designated as the Operator and Applicants interests were Pooled in the VC-702966 Unit by Order of the Virginia Gas and Oil Board (hereinafter "Board") executed on July 29, 1994, pursuant to Docket No. VGOB 94/08/16-0467, 0468, and VGOB 94/05/17-0448 and recorded in the Circuit Court Clerk's Office of Dickenson County, Virginia on August 5, 1994, Deed Book 302, Page 512 (hereinafter "Order").
 - b. The order and Supplemental Order required the Escrow Agent named and appointed therein to establish an interest-bearing escrow account for funds pertaining to the above-referenced Unit and subject to escrow pursuant to the terms of the Order.
 - c. The Order and Supplemental Order further required the Operator to deposit bonus and royalty payments with the Escrow agent which could not me made because the person(s) entitled hereto could not be made certain due to conflicting claims of ownership.
 - d. Pine Mountain Oil and Gas, Inc. was a conflicting claimant with the above-listed Plaintiffs with regard to Tract 3.
 - e. To resolve this conflict, a Letter dated June 7, 2006 signed by Jerry H. Grantham, an officer of Pine Mountain Oil and Gas, Inc. is attached hereto and incorporated herein as Exhibit "A".

- e. Granting such other relief as is merited by the evidence and is just and equitable whether or not such relief has been specifically requested herein.

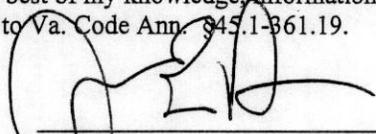
Dated this 18th day of August, 2006.

By: 

Petitioner
Address: 220 Broad Street, Suite 202
Kingsport, TN 37660

CERTIFICATE

The foregoing application to the best of my knowledge, information and belief is true and correct. Notice was given pursuant to Va. Code Ann. §45.1-361.19.



Petitioner

PINE MOUNTAIN
Oil and Gas, Inc.

P.O. Box 2136
406 W. Main Street
Abingdon, Virginia 24212
Phone: (276) 628-9001
Fax: (276) 628-7246



July 7, 2006

Ms. Melanie Freeman
Equitable Production Company
1710 Pennsylvania Avenue
Charleston, WV 25302

Re: Escrowed Royalties – Well Nos. VC-2966 and VC-536062
Missouri I. Kiser Heirs 41.87 acre tract (Fred and Roy Curtis Kiser)

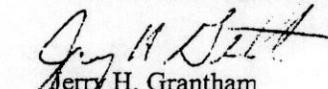
Dear Ms. Freeman:

It is our understanding that you are holding the royalty proceeds on the Missouri I. Kiser Heirs 41.87 acre portion of the above-mentioned well units in escrow due to the conflict in ownership issues regarding coalbed methane. We have received the enclosed letters from Mr. Fred Kiser and Mr. Roy Curtis Kiser, two of the Missouri I. Kiser heirs on this tract, requesting a royalty determination regarding the same. Both men indicated to us that they are owners of the oil and gas in the above-mentioned well units; however, we do not have any information as to the current ownership of this tract. Pine Mountain waives its' claim to the escrowed royalty proceeds related to Fred Kiser and Roy Curtis Kiser's portions of the Missouri I. Kiser heirs' portion of this well unit. Pine Mountain would ask that the appropriate oil and gas owners of Fred Kiser and Roy Curtis Kiser's portion of the Missouri Kiser Heirs' tract receive their proportionate disbursement of the royalty proceeds from this portion of these well units.

By copy of this letter, we are notifying Mr. Fred Kiser and Mr. Roy Curtis Kiser of our action on this matter. If you have any questions or comments, please do not hesitate to contact me at (276) 619-2582 or by email at dlouthian@gl-energy.com.

Sincerely,

PINE MOUNTAIN OIL & GAS, INC.


Jerry H. Grantham
Vice President

Enclosures

cc: Mr. Fred Kiser
Mr. Roy Curtis Kiser

VC-2966
VGOB 94-0816-0467 and 0468

<u>Owner Name and Address</u>	<u>Owner Net Interest</u>	<u>Total Net Interest</u>	<u>Total Amount in Escrow</u>	<u>Owner's Amount in Escrow</u>
<u>EPC Figures</u>				
1 Roy Curtis Kiser and Virginia Kiser 4740 East Windstone Trail Cave Creek, AZ 85331	0.0038625	0.124825	\$42,370.78	\$1,311.09
2 Fred N. Kiser 106 Arrington Road Rogersville, TN 37857	0.0038625	0.124825	\$42,370.78	\$1,311.09
<u>Bank Figures</u>				
1 Roy Curtis Kiser and Virginia Kiser 4740 East Windstone Trail Cave Creek, AZ 85331	0.0038625	0.124825	\$43,244.29 \$ 3,270.99	\$1,338.12 \$ 101.22 Interest
2 Fred N. Kiser 106 Arrington Road Rogersville, TN 37857	0.0038625	0.124825	\$43,244.29 \$ 3,270.99	\$1,338.12 \$ 101.22 Interest

* Check for \$454.38 was issued in Aug 06 and has not registered at the bank

VC-2966
VGOB 94-0816-0467 and 0468

<u>Tract</u>	<u>Owner Name and Address</u>	<u>Owner Net Interest</u>	<u>Total Net Interest</u>	<u>Total Amount in Escrow</u>	<u>Owner's Amount in Escrow</u>
3 ID 2746	1 Roy Curtis Kiser and Virginia Kiser 4740 East Windstone Trail Cave Creek, AZ 85331	0.0038625	0.124825	\$41,898.73	\$1,296.49
	2 Fred N. Kiser 106 Arrington Road Rogersville, TN 37857	0.0038625	0.124825	\$41,898.73	\$1,296.49

EXHIBIT "E"
VC-2966
VGOB 94/08/16/0467
Unleased Owners/Claimants Requiring Escrow
7/30/2006

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>NET REVENUE INTEREST</u>
	<u>Gas Estate Only</u>			
1	Don K. Owens and Kay R. Owens, H/W Box R Haysi, VA 24256	Leased-EREX 241711L-01	0.41350000	0.05168750
2	Leonard Oscar Powers and Trulah F. Powers, H/W P.O. Box 277 Weippe, ID 83553	Unleased	0.19940500	0.02492570
	Bonnie Catherine Edwards Kiser and Edward H. Kiser, H/W Star Route Box 65 Birchleaf, VA 24220	Unleased	0.03067800	0.00383470
	Sandra Powers Strickfadden, Divorced 1511 Ninth Avenue Lewiston, ID 83501	Unleased	0.04601700	0.00575210
3	<u>Missouri I. Kiser Heirs</u> <u>William R. Kiser Heirs</u> Florence Kiser, widow 1513 White Oak Court Martinsville, VA 24112	Unleased Life Estate	0.00000000	0.00000000
	Jackson L. Kiser and Carole G. Kiser, H/W 1513 White Oak Court Martinsville, VA 24112	Unleased Remainderman	0.03090000	0.00386250
	William R. Kiser, Jr. and Nancy Kiser, H/W Foxfield Farm, Route 2 Box 370 Waynesboro, VA 22980	Leased-EREX Remainderman 244789L-03	0.03090000	0.00386250

3/16/10 VGOB

VGOB 94/08/16-0467

VC-702966

TRACT NO.	OWNER NAME and ADDRESS	SPLIT %	OWNER NET INTEREST	TOTAL NET ESCROW INTEREST	TOTAL AMOUNT IN ESCROW 10/31/2009	OWNER % IN ESCROW 10/31/2009	OWNER AMOUNT IN ESCROW 10/31/2009
2	Leonard and Trulah Powers PO Box 277 Weippi, ID 83553	100%	19.9450%	0.12482500	Bank Total - \$67,106.18 Equitable Total - \$67,106.18	19.9722%	\$13,402.56

Asbury, David

From: Asbury, David
Sent: Saturday, May 01, 2010 12:24 PM
To: 'rbarrett@eqt.com'; jeklaw@chartertn.net
Subject: VC-702966_94-0816-0467-02_051810.xls

Attachments: VC-702966_94-0816-0467-02_051810.xls

Hello Rita and Jim,

We have reviewed documents in file for the above subject disbursement that was continued in January and March.

VGOB records indicate:

- 1) 100% of the Unit was escrowed due to conflicting claims: 58.77 acres; Book 305 Page 786 to 795 in Dickenson County, December 28, 1994.
- 2) The current balance of the Unit Escrow account as of March 31, 2010 is \$67,619.51
- 3) Leonard and Trulah Powers reflect gas ownership claims for 13/18 of 16.23 acres or 11.7217 acres in Tract 2.
- 4) The 11.7217 acres is 19.9450% of the 58.77 acres in escrow, leading to a calculated \$13,486.70 due as a disbursement at March 2010.

This evaluation is further supported in the attachment disbursement document.



VC-702966_94-0816-0467-02_051810.xls

Please contact us should you have questions or differ with our analysis.

Thanks,

David E. Asbury Jr.

VGOB-94-0816-0467-02 Disbursement
VC-702966

Total Unit Acres 58.77
 % by Tract 100.0%

Total Check

Total Unit Acreage (Exhibit B)	
Tract 1	24.30
Tract 2	16.23
Tract 3	18.16
Tract 4	0.08
Total	58.77

Escrowed Acreage (Exhibit E)		% of Escrow Fund	
Total for Tracts/ Acres Escrowed			
Tract 1	Escrowed	58.7700	100.00%
Tract 2	Escrowed	24.3000	41.35%
Tract 3	Escrowed	16.2300	27.62%
Tract 4	Escrowed	18.1600	30.90%
		0.0800	0.14%

\$67,619.51

Balance at March 31, 2010 ----->

VGOB Approved Disbursement
VGOB-94-0816-0467-02 Disbursement
VC-702966

Item No	Tract	Frac Interest	Acreage Interest Disbursed	Split Agreement	Escrowed Acres	% of Escrowed Funds	Disbursement \$
Table 1							
Disbursement Table							
A portion of Tract 2							
					58.7700		
Totals							
Range Resources-Pine Mountain Inc.							
1	2	16.23	11.7217	0.0%	-	0.0000%	\$ -
Range Resources-Pine Mountain Inc / Attn: Jerry Grantham / PO Box 2136/ Abingdon, VA							
2	2	13/18	11.7217	100.0%	11.7217	19.9450%	\$ 13,486.70
Leonard and Trulah Powers / PO Box 277 / Weippi, ID 83553							

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: EQUITABLE RESOURCES EXPLORATION,)	DIVISION OF GAS
a division of EQUITABLE)	AND OIL DOCKET NO.
RESOURCES EXPLORATION)	<u>VGOB-94/08/16-0467</u>
)	(rehearing of
RELIEF SOUGHT: POOLING)	<u>VGOB-94/05/17-0448</u>
))
LOCATION: SEE EXHIBIT "A"))
))
WELL NUMBER: VC-2966))
))
LEGAL))
DESCRIPTION: J.H. POWERS COAL TRACT,))
DON K. OWENS OIL & GAS TRACT))
ERVINTON DISTRICT))
DUTY QUADRANGLE))
DICKENSON COUNTY, VIRGINIA))



NOTICE OF HEARING

HEARING DATE: August 16, 1994
PLACE: 4H Center
Route 609, Hillman Highway
Abingdon, Virginia

TIME: 9:00 a.m.

COMMONWEALTH OF VIRGINIA: To all persons owning an interest in the oil, gas and coalbed methane, in and underlying the unit surrounding Well Number VC-2966 as described on Exhibit "A" to the Application, which is attached to this Notice, in Dickenson County, Virginia (hereinafter "Subject Lands") and adjacent lands, and in particular to the following person, their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote:

See attached Exhibit B.

NOTICE IS HEREBY GIVEN that the Applicant is requesting that the Virginia Oil and Gas Board (hereinafter "Board") modify its existing order governing the above referenced unit and issue an order pooling all the rights, interests, and estates of the above named persons pursuant to Virginia Code Ann. § 45.1-361.1 et seq. in regard to the drilling, development and production of oil, gas and coalbed methane from drilling Unit VC-2966, containing approximately 58.77 acres, located on the above-referenced tracts on the Duty Quadrangle, on a spur, approximately 2,450 feet southeast of the mouth of Little Spruce Pine Branch in Ervinton District of Dickenson County, Virginia. Applicant requests that the Board issue an order providing as follows:

- a. Pooling all the interests and estates of the persons named herein and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling, development and production of oil, gas and coalbed methane from the subject drilling unit for the Subject Formations underlying and comprised of the Subject Lands;
- b. Establishing a procedure whereby each person named herein shall have the right to elect (1) to assign or lease his oil, gas and coalbed methane interest in the subject drilling unit to the designated operator; (2) to enter into a voluntary agreement with the designated operator to share in the operation (including the sharing in all reasonable costs of the drilling of the well and development of the unit) at a rate of payment mutually agreed to by the person making the election hereunder and the designated operator herein or (3) to share in the operation of the well as a nonparticipating operator on a carried basis after the proceeds allocable to such person's share equal the following:

In the case of a leased tract, 300 percent of the share of the costs allocable to such person's interest; or

In the case of an unleased tract, 200 percent of the share of such costs allocable to such person's interest;
- c. Providing that any person named herein who does not make a timely written election under the terms of the Order to be entered herein shall be deemed to have leased his oil, gas and coalbed methane interest in the subject drilling unit to the operator designated herein at a rate to be established by the Board;
- d. Designating Applicant, EREX, as Operator; providing that the operator shall have right to drill, develop, produce, market and sell oil, gas and coalbed methane produced from the subject drilling unit; granting the operator the right to market and sell oil, gas and coalbed methane produced from the subject drilling unit which is attributable to the conflicting claims and interest pooled herein; providing that the operator shall have an operator's lien on the oil, gas and coalbed methane estate and rights owned or claimed by the persons named herein in the subject drilling unit; and granting the operator the right to drill at any legal or specially permitted location on the subject drilling unit;
- e. Making any necessary provision for the escrow of funds pursuant to Va. Code Ann. § 45.1-361.22;
- f. Providing that the order to be entered herein shall expire one (1) year from the date of its issuance if operations for the

development of the subject drilling unit have not commenced by said date; but further providing that if operations have commenced during said one year period, then said order shall remain in effect for so long as operations continue on the subject drilling unit;

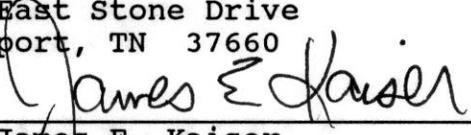
- g. Providing that the conduct of operations on any tract in the subject drilling unit shall be deemed to be the conduct of operations on all tracts in the drilling unit; and providing that the production allocated to any tract in the pooled drilling unit shall be in the same proportion as the acreage of that tract bears to the total acreage in the drilling unit; and
- h. Granting such other relief as is merited by the evidence and is just and equitable, whether or not such relief has specifically requested herein.

NOTICE IS FURTHER GIVEN that this cause has been set for hearing and the taking of evidence before the Board at 9:00 a.m. on August 16, 1994 at the 4H Center, Route 609, Hillman Highway, in Abingdon, Virginia and that notice will be published as required by the law and the rules of the Board.

NOTICE IS FURTHER GIVEN that you may attend this hearing, with or without an attorney, and offer evidence or state any comments you have. The Board rules require that any written objections you wish to file must be filed with the Board at least 10 days before the hearing. For further information, contact the Virginia Gas and Oil Board, State Gas and Oil Inspector, Department of Mines, Minerals and Energy, Division of Gas and Oil, P.O. Box 1416, Abingdon, Virginia, 24210, (703) 676-5423 or the Applicant at the address shown below.

DATED this 15th day of July, 1994.

Equitable Resources Exploration,
a division of Equitable Resources
Energy Company
Two Executive Park Place
1989 East Stone Drive
Kingsport, TN 37660

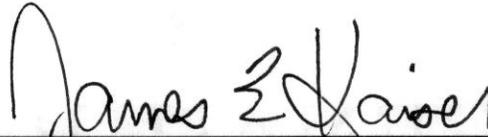

James E. Kaiser

HUNTER, SMITH & DAVIS, of Counsel for
Equitable Resources Exploration
1212 N. Eastman Road
Kingsport, TN 37664
(615) 378-8800

CERTIFICATE OF SERVICE

I, James E. Kaiser, of counsel for Equitable Resources Exploration, hereby certify that I have on this, the 15th day of July, 1994, caused the foregoing notice and application to be served upon the parties listed herein, at their address, by certified mail, return receipt requested.

Dated this 15th day of July, 1994.

A handwritten signature in cursive script that reads "James E. Kaiser". The signature is written in black ink and is positioned above a horizontal line.

James E. Kaiser
HUNTER, SMITH & DAVIS

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: EQUITABLE RESOURCES EXPLORATION)
RELIEF SOUGHT: POOLING VC-2966)
LEGAL DESCRIPTION: J.H. POWERS COAL TRACT,) DOCKET NUMBER:
DON K. OWENS OIL & GAS TR.) VGOB-94/08/16-0467
DUTY QUADRANGLE) (rehearing of
ERVINTON DISTRICT) VGOB-94/05/17-0448)
DICKENSON COUNTY, VA)
(See Exhibit A for a)
specific description.))

APPLICATION TO MODIFY PRIOR ORDER

1. Parties: Applicant herein is Equitable Resources Exploration, a division of Equitable Resources Energy Company, whose address for the purposes hereof is 1989 East Stone Drive, Kingsport, Tennessee, 37660, Telephone: (615) 378-5101. The attorney for Applicant is James E. Kaiser, HUNTER, SMITH & DAVIS, whose address is 1212 N. Eastman Road, Kingsport, Tennessee, 37664, Telephone: (615) 378-8800. Respondents are listed on Exhibit B, attached hereto and made a party hereto. Set forth in Exhibit B is the name and last-known address of each owner of record identified by Applicant as having an interest in the oil and gas underlying the unit described in Exhibit A, attached hereto and made a part hereof. Each of the unleased individuals named in Exhibit B is being made a party if living; if any such individual is deceased, then the unknown heirs, executors, administrators, devisees, trustees and assignees, both immediate and remote, of any such deceased individual are made parties herein. Each of the unleased entities listed in Exhibit B that is a corporation is being made a party if such entity continues to have legal existence, and if any such corporation is dissolved, then the unknown successors, trustees, and assigns, both immediate and remote, of such dissolved corporation are made parties herein. Each of the unleased entities listed in Exhibit B that is an unincorporated association is being made a party if such entity continues to have legal existence, and if any such unincorporated

association is dissolved or otherwise not in existence, then the unknown successors, trustees and assigns, both immediate and remote, of such unincorporated association are made parties herein.

2. Allegation of Facts: Applicant is the owner of the right to develop and produce oil, gas and coalbed methane from all formations, from the surface to total depth drilled within the Nora Coalbed Gas Field and underlying the lands described on Exhibit A attached hereto and made a part hereof and to appropriate the oil, gas and coalbed methane produced therefrom.

(a) Applicant has proposed a plan of development and operation of the Formations underlying the drilling unit involved herein (described and depicted on Exhibit A attached hereto and made a part hereof) and has proposed to commence such plan of development and operation of such unit by a well, designated as well number VC-2966, under such plan in the lands involved herein so as to produce oil, gas and coalbed methane from the proposed unit. Applicant's plan of development and operation was approved by the Board June 21, 1994 at which time the then-known interests in the subject unit were pooled. No order has been issued following the aforesaid hearing although Applicant anticipates such an Order.

(b) A well work permit for well number VC-2966 is currently or is anticipated to be pending before the Department of Mines, Minerals and Energy.

(c) Since the aforesaid hearing, Applicant has continued to exercise due diligence to locate each of the oil, gas and coalbed methane interest owners named herein at Exhibit B and has made a bona fide effort to reach an agreement with all unleased parties as to pooling their interest for the development and operation of the well involved herein. Simultaneously with the filing of this application, Applicant has provided notice to each of the parties set forth in Exhibit B pursuant to the provisions of § 45.1-361.19 of the Virginia Code Annotated and § 4(G) of the Virginia Gas & Oil Board Regulation VR 480-05-22.2 effective October 23, 1991. Applicant hereby notifies the Board that where the identity or

location of any person is shown as "unknown" on Exhibit B, then Applicant is unable to provide such person with written notice of the application herein. The interest of all unleased persons in the Formation underlying the drilling unit for well number VC-2966, should be pooled for the development and operation thereof.

(d) Applicant proposes to drill at the permitted location to an approximate depth of 2300 feet on the Subject Lands to test for coalbed methane gas in the Subject Formations, including but not limited to the Raven, Jawbone, Upper Horsepen, Middle Horsepen, Lower Horsepen, War Creek, Beckley, Pocahontas #8, Pocahontas #4, Pocahontas #3, Pocahontas #1, unnamed coal seams, and all other associated formations. Applicant estimates the cost for a well to said depth to be \$197,200.00 for a well completed for production. Exhibit C, attached hereto and made a part hereof, is Applicant's signed, dated Detailed Well Estimate ("DWE") which shows the estimated cost of drilling, completing and equipping said well.

(e) The estimated production over the life of the proposed well is 300 million cubic feet. These figures concerning estimated production and the amount of reserves are estimates only and are not based upon actual production and should not be relied upon for any purpose.

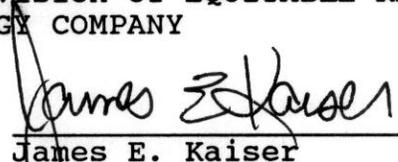
3. Legal Authority: The relief sought by this Application is authorized by Virginia Code Annotated §45.1-361.2 and §4(G) of the Virginia Gas & Oil Board Regulation VR 480-05-22.2 effective October 23, 1991.

4. Relief Sought: Applicant requests the Virginia Gas and Oil Board to enter an order modifying its prior order to pool all unleased interests or estates of all persons or entities owning oil, gas or coalbed methane interests in the Formations underlying the tracts encompassed by the drilling unit supporting well number VC-2966, and (I) authorizing the drilling and operation of a well for the production of oil, gas and coalbed methane from the pooled acreage; (II) designating Applicant as the party authorized to drill and operate such well; (III) prescribing

the time, manner, and other conditions under which unleased parties owning an interest in the oil, gas and coalbed methane may elect to participate in the operation of such well, or to exercise their rights of election under the applicable statutes; (IV) providing that all reasonable costs and expenses of drilling, completing, equipping, operating, plugging and abandoning such well shall be borne, and all production therefrom, shared, by all participating parties in the proportion which the acreage in the pooled tracts owned or under lease to each such participating party bears to the total acreage in such unit; and, (V) making provision for the payment of all reasonable costs of the operation, including a reasonable supervision fee, to the Applicant by all parties who elect to participate therein or who elect to be carried interest owners.

DATED this 15th day of July, 1994

EQUITABLE RESOURCES EXPLORATION,
a division of EQUITABLE RESOURCES
ENERGY COMPANY

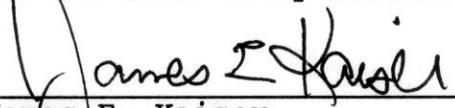


James E. Kaiser

HUNTER, SMITH & DAVIS
1212 N. Eastman Road
Kingsport, TN 37664
Telephone: (615) 378-8800

VERIFICATION

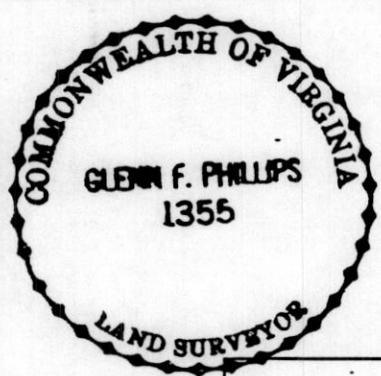
The foregoing Application to the best of my knowledge, information and belief is true and correct.



James E. Kaiser
HUNTER, SMITH & DAVIS

4,450'

Latitude 37° 07' 30"

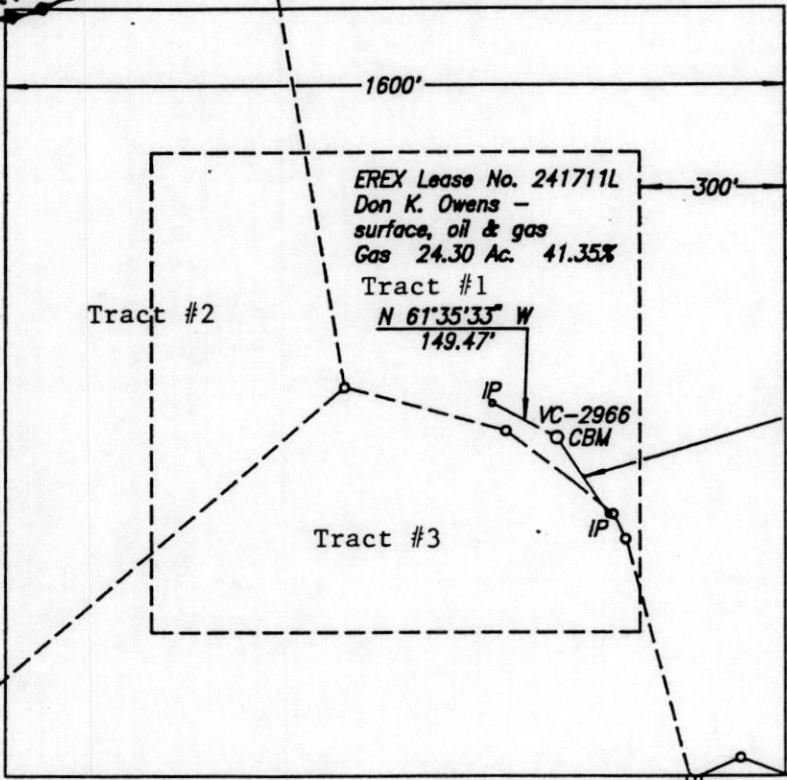


J. H. Powers
1108.79 Acres
Clinchfield Coal Company /
Pyxis Resources Company - coal

Longitude 82° 12' 30"

11,890'

Leonard Powers
surface, oil & gas
J. H. Powers
1108.79 Acres
Clinchfield Coal Company /
Pyxis Resources Company - coal
Gas 16.23 Ac. 27.61%



EREX Lease No. 241711L
Don K. Owens -
surface, oil & gas
Gas 24.30 Ac. 41.35%

Tract #1
N 61°35'33" W
149.47'

S 33°15'36" E
192.21'

Leonard Powers, et al
surface, oil & gas
41.87 Acres
J. H. Powers
1108.79 Acres
Clinchfield Coal Company /
Pyxis Resources Company - coal
Gas 18.16 Ac. 30.90%

EREX Lease No. PO-148 / T-414
S. D. Sutherland
76.30 Acres
Clinchfield Coal Company /
Pyxis Resources Company - surface & coal
Pine Mountain Oil & Gas, Inc. - oil & gas
Gas 0.08 Ac. 0.14%

Well Coordinates: (VA St. Plane S. Zone,
Calculated from CCC coordinates)
N 297,732 E 914,216

Well Coordinates: (Clinchfield Coal Co.)
S 2,793.87 E 46,630.10

Area of Unit = 58.77 Ac.

Well elevation determined by trigonometric
leveling from monument Ashby

WELL LOCATION PLAT

COMPANY Equitable Resources Exploration WELL NAME AND NUMBER VC-2966
TRACT NO. 241711L ELEVATION 2073.56 QUADRANGLE Duty
COUNTY Dickenson DISTRICT Ervinton SCALE 1" = 400' DATE 3-10-1994

This Plat is a new plat X; an updated plat ; or a final location plat

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

Glenn F. Phillips
Licensed Professional Engineer or Licensed Land Surveyor

EXHIBIT "B"
VC-2966
VGOB-94/05/17-0448

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
<u>Gas Estate Only</u>				
1	Don K. Owens and Kay R. Owens, H/W Box R Haysi, VA 24256	Leased-EREX 241711L-01	41.35%	24.30
2	Leonard Oscar Powers and Trulah F. Powers, H/W P. O. Box 277 Weippe, ID 83553	Unleased	19.9405%	11.7217
	Bonnie Catherine Edwards Kiser and Edward H. Kiser, W/H Star Route Box 65 Birchleaf, VA 24220	Unleased	3.0678%	1.8033
	Sandra Powers Strickfaden, Divorced 1511 Ninth Avenue Lewiston, ID 83501	Unleased	4.6017%	2.7050
3	<u>Missouri I. Kiser Heirs</u> Unknown	Unleased	30.90%	18.16

EXHIBIT "B"
VC-2966
VGOB-94/05/17-0448

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
4	Pine Mountain Oil & Gas, Inc. ATTN: Richard Brillhart P. O. Box 4000 Lebanon, VA 24266	Leased-EREX 241490L-01 T-414	.14%	.08
TOTAL			100.00%	58.77
Percentage of Unit Leased			41.49%	
Percentage of Unit Unleased			58.51%	
Acreage in Unit Leased				24.38
Acreage in Unit Unleased				34.39
<u>Coal Estate Only</u>				
1,2,&3	Clinchfield Coal Co. ATTN: Paul Guild, Chief Engineer P. O. Box 7 Dante, VA 24237 Pyxis Resources Company ATTN: Larry Cline, Property Mgr. P. O. Box 5100 Lebanon, VA 24266	Leased-EREX 241640L-01 PO #1042 T2C-233	99.86%	58.69

EXHIBIT "B"
VC-2966
VGOB-94/05/17-0448

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
4	Clinchfield Coal Co. ATTN: Paul Guild, Chief Engineer P. O. Box 7 Dante, VA 24237 Pyxis Resources Company ATTN: Larry Cline, Property Mgr. P. O. Box 5100 Lebanon, VA 24266	Leased-EREX 241490L-01 PO #148 T-414	.14%	.08
TOTAL			100.00%	58.77
			Percentage of Unit Leased Percentage of Unit Unleased	100.00% 0.00%
			Acreage in Unit Leased Acreage in Unit Unleased	58.77 0.00

PROJECT OR WELL LOCATION DICKENSON CO., VIRGINIA

TYPE WELL (DEVELOPMENT, EXPLORATORY) Development

TOTAL DEPTH 2,300

SUBSIDIARY W.I. 100.00%

ACCOUNT CODES	DESCRIPTION	GROSS AMOUNT	NET AMOUNT
1610	AFE - WELL DRILLING AND COMPLETION		
1610.0001	LEASEHOLD COSTS		
1610.100000	LEASE ACQUISITION COSTS		
1610.10020	Assignments	0	0
	LEASE ACQUISITION COSTS	0	0
1620	INTANGIBLE DRILLING COSTS		
1620.10000	IDC-DRILLING		
1620.10010	Contract Footage (\$14.00 per Ft.)	32,200	32,200
1620.10020	Daywork	2,400	2,400
1620.10030	Contractor Setup	0	0
1620.10040	Abstracts	0	0
1620.10050	Curative and Title	2,500	2,500
1620.10060	Survey Location and Plat	2,500	2,500
1620.10070	Directional Survey	0	0
1620.10080	Permits and Bonds	500	500
1620.10090	Right of Way - Roads	0	0
1620.10100	Location/Roads	18,500	18,500
1620.10110	Location Fees	0	0
1620.10120	Fuel and Power	0	0
1620.10130	Drilling Mud and Chemicals	0	0
1620.10140	Bits	0	0
1620.10150	Reamers and Stabilizers	0	0
1620.10160	Drilling Hammer	0	0
1620.10170	Drilling Water	0	0
1620.10180	Open Hole Logging (G.R./Density/Temp)	3,700	3,700
1620.10190	Mud Logging	0	0
1620.10200	Coring	0	0
1620.10210	Core Analysis	0	0
1620.10220	Drill Stem Test	0	0
1620.10230	Surface Casing Cementing	3,000	3,000
1620.10240	Intermediate Casing Cementing	0	0
1620.10250	Misc Cementing	0	0
1620.10260	Power Tongs for Casing/Tubing	0	0
1620.10270	Floats,Baffles,Centralizer	1,000	1,000
1620.10280	Equipment Rental	0	0
1620.10290	Dozer	0	0
1620.10300	Transportation	2,000	2,000
1620.10310	Fishing Expenses	0	0
1620.10320	Sidetracking Expenses	0	0
1620.10330	Plugging Expenses	0	0
1620.10340	Surface Damages	0	0
1620.10700	Supervision	0	0
1620.10710	Well Control Insurance	0	0
1620.10720	Operator Overhead	0	0
1620.10750	Other	0	0
FILE NO.	IDC DRILLING	68,300	68,300

PROJECT OR WELL LOCATION

DICKENSON CO., VIRGINIA

TYPE WELL (DEVELOPMENT, EXPLORATORY)

Development

TOTAL DEPTH 2,300

SUBSIDIARY W.I. 100.00%

<u>ACCOUNT CODES</u>	<u>DESCRIPTION</u>	<u>GROSS AMOUNT</u>	<u>NET AMOUNT</u>
		PAGE 2	
1630.20000	IDC-COMPLETION		
1630.20010	Daywork	0	0
1630.20020	Service Rig and Per Diem Charge	4,000	4,000
1630.20030	Fuel and Power	0	0
1630.20040	Drilling Mud and Chemicals	0	0
1630.20050	Bits	0	0
1630.20060	Floats,Baffles,Centralizer	500	500
1630.20070	Cased Hole Logging	500	500
1630.20080	Perforation	1,200	1,200
1630.20090	Open Flow Test	0	0
1630.20100	Production Casing Cementing	5,500	5,500
1630.20110	Misc. Cementing	0	0
1630.20120	Acidize - Frac	14,000	14,000
1630.20130	Squeeze	0	0
1630.20140	Tank Rental	700	700
1630.20150	Completion Fluid (Water)	1,500	1,500
1630.20160	Frac Valves and Lines	0	0
1630.20170	Power Tongs for Casing/Tubing	700	700
1630.20180	Carbon Dioxide/Nitrogen	13,000	13,000
1630.20190	Completion Service	3,000	3,000
1630.20200	Contract Labor	6,000	6,000
1630.20210	Location Restoration	7,000	7,000
1630.20215	Drilling/Frac Fluid Disposal	1,500	1,500
1630.20220	Right of Way Pipeline	0	0
1630.20230	Equipment Rental	0	0
1630.20240	Dozer	3,000	3,000
1630.20250	Transportation	3,000	3,000
1630.20260	Plugging Expense	0	0
1630.20700	Supervision	0	0
1630.20710	Well Control Insurance	0	0
1630.20720	Operator Overhead	0	0
1630.20750	Other	0	0
	IDC COMPLETION	65,100	65,100
1650.1950	Salaries & Wages - Allocated	3,000	3,000
1650.2950	Other Employee Compensation - Allocated	0	0
1650.3950	Payroll Taxes - Allocated	0	0
1650.4950	Workmen's Compensation - Allocated	0	0
1650.5950	Employee Benefits - Allocated	0	0
1650.600	PER DIEM AND TRAVEL EXPENSES		
1650.6000	Per Diem Expenses	500	500
1650.6100	Travel Expenses	0	0
1650.6200	Personal Auto Mileage Reimb	0	0
1650.6900	Other	0	0
1650.6950	Allocated	0	0
	PER DIEM AND TRAVEL EXPENSES	500	500
1657	Interest Expense	0	0
	TOTAL INTANGIBLE DRILLING COSTS	136,900	136,900

PROJECT OR WELL LOCATION

DICKENSON CO., VIRGINIA

TYPE WELL (DEVELOPMENT, EXPLORATORY)

Development

TOTAL DEPTH 2,300

SUBSIDIARY W.I. 100.00%

<u>ACCOUNT CODES</u>	<u>DESCRIPTION</u>	<u>GROSS AMOUNT</u>	<u>NET AMOUNT</u>
1660	LEASE AND WELL EQUIPMENT		
1660.10000	LEASE & WELL EQUIPMENT - DRILLING		
1660.10010			

PROJECT OR WELL LOCATION

DICKENSON CO., VIRGINIA

TYPE WELL (DEVELOPMENT, EXPLORATORY)

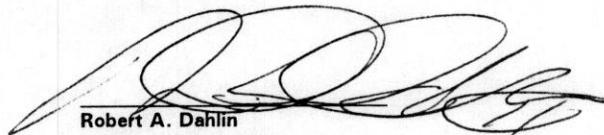
Development

TOTAL DEPTH 2,300

SUBSIDIARY W.I. 100.00%

<u>ACCOUNT CODES</u>	<u>DESCRIPTION</u>	<u>GROSS AMOUNT</u>	<u>NET AMOUNT</u>
1660	LEASE AND WELL EQUIPMENT		
1660.10000	LEASE & WELL EQUIPMENT - DRILLING		
1660.10010	Drive Pipe	0	0
1660.10020	Conductor Pipe (20 Ft.- 11 3/4", 32#)	299	299
1660.10030	Surface Casing (300 Ft.- 8 5/8" ,23 #)	1,905	1,905
1660.10040	Intermediate Casing	0	0
1660.10050	Other	0	0
1660.10055	Valves,Fittings,Line Pipe	0	0
	LEASE & WELL EQUIPMENT - DRILLING	2,204	2,204
1670.20000	LEASE & WELL EQUIPMENT - COMPLETION		
1670.20010	Production Casing(2,250 Ft.- 4 1/2",10.5#)	6,030	6,030
1670.20020	Liner	0	0
1670.20030	Tubing (2,200 Ft. - 2 3/8",4.6#)	3,564	3,564
1670.20040	Packers and Retainers	0	0
1670.20050	Wellhead Equipment	1,000	1,000
1670.20055	Valves,Fittings,Line Pipe	2,000	2,000
1670.20060	Gathering Lines (3,000 Ft. 3" LP)	21,522	21,522
1670.20070	Royalty Meters	1,900	1,900
1670.20080	Master Meters	0	0
1670.20090	Consumer Meters	0	0
1670.20100	Separators	0	0
1670.20110	Drips	500	500
1670.20120	Heater Treaters	0	0
1670.20130	Tank Battery	6,600	6,600
1670.20140	Well Testing Facilities	0	0
1670.20150	Pumping Unit	12,500	12,500
1670.20160	Sucker Rods (2,200 Ft. -5/8" Rods)	1,430	1,430
1670.20170	Downhole Pump	1,050	1,050
1670.20180	Other	0	0
	LEASE & WELL EQUIPMENT - COMPLETION	58,096	58,096
	TOTAL LEASE & WELL EQUIPMENT	60,300	60,300
	TOTAL COMPLETED WELL COST	197,200	197,200
	TOTAL DRY HOLE COST	70,504	70,504

Reviewed and Approved :



Robert A. Dahlin
Operations Specialist

HUNTER, SMITH & DAVIS

ATTORNEYS AT LAW

Established 1916

LAW CENTER - 1212 NORTH EASTMAN ROAD

P. O. BOX 3740

KINGSPORT, TENNESSEE 37664

TELEPHONE: (615) 378-8800

FAX: (615) 378-8801

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E. G. HUNTER (1967)

ERNEST F. SMITH (1978)

BEN C. DAVIS (1983)

EDWIN O. NORRIS (1994)

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K. JEFF LUETHKE
JULIE POE BENNETT

October 3, 1994

Ms. Diane Davis
Virginia Gas and Oil Board
Department of Mines, Minerals & Energy
Post Office Box 1416
Abingdon, Virginia 24210

Re: Well Number: VC-2966
Docket Numbers VGOB - 94-0816-0467
94-0816-0468
94-0517-0448

Dear Diane:

Please find enclosed the Affidavit and Certificate of Service evidencing timely certified mailing of the Board's Order to all unleased oil and gas owners within the unit in the above-referenced matter. Please file accordingly.

Should you have questions, do not hesitate to call.

Very truly yours,

HUNTER, SMITH & DAVIS

James E. Kaiser
James E. Kaiser

Enclosure

cc: Ms. Sandra Abel w/encl.

f:\kmm\davis.ltr



BEFORE THE VIRGINIA GAS AND OIL BOARD

Applicant: Equitable Production Company)
)
)
 Relief Sought: Well No. VC-702966) Docket No.
 Supplemental Order for Disbursement of Escrowed) VGOB-94/08/16-0467-01
 Funds on behalf of Fred N. Kiser and Roy Curtis &) VGOB-94/08/16-0468-01
 Virginia Kiser ,) VGOB-94/05/17-0448-01
)
)

AFFIDAVIT OF MAILING
(CERTIFICATE OF SERVICE)



STATE OF TENNESSEE)
)
 COUNTY OF SULLIVAN)

James E. Kaiser, of lawful age, being duly sworn, upon oath, deposes and says:

- (1) He is a partner with WILHOIT & KAISER, Agent for Equitable Production Company ("EPC") and makes this affidavit on behalf of EPC.
- (2) Based upon information and belief, the names and last-known addresses, where such addresses are known, of the parties owning an interest in the oil and gas in this cause are set forth and attached hereto.
- (3) On the 18th day of August, 2006, true and correct copies of the Miscellaneous Petition in this matter were placed in the United States mail in Kingsport, TN, certified mail, return receipt requested, postage prepaid, duly addressed to the parties at their respective addresses as set forth in the attached Exhibit which is hereby made a part of this Affidavit.
- (4) Notice of this cause has therefore been served by mail pursuant to the applicable statutes and rules of the Board.

James E. Kaiser

SUBSCRIBED AND SWORN TO before me this 12th day of September, 2006

Notary Public

My commission expires: 11-12-08

Exhibit

VC-702966

Fred N. Kiser
106 Arrington Rd
Rogersville, TN 37857

47035973/8-23-06

Roy Curtis & Virginia Kiser
4740 East Windstone Trail
Cave Creek, AZ 85331

47035966/9-11-06

Pine Mountain Oil & Gas Inc.

Attn: Jerry Grantham
406 W. Main Street
Abingdon, VA 24212

47035959/8-22-06



680

501

681

+

2486

12

FIELD

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