

334	Edward R. Smith Est. 1 Lot, 6 ACRES
245	Betty L. MORAN 1 Lot #4 PENN Ct.
394	Betty L. MORAN, 1 Lot PRIVATE DRIVE, PENN Ct. 20.02 ft. x 209.79 ft.
227	Lloyde G. & Doris J. West 2 Lots #3 & 4 KENNEY Addition
228	Billy Reger 1 Lot, KENNEY Addition
229	Joseph T. MARTIN Jr. 1 Lot #2 PENN Ct. Addition

Approximate Scale 1" = 100'

09/29/2023

Legend

@ Milam
33-2884-P

We could not secure a right of way
across one landowner, Mr. Moran.

I talked to Moran, F. Burdette and I
made two trips to see him.

T. Spruit said if he would not let
us through we would not plug the well.
No work has ever been started.

Steve Carey

09/29/2023

RECEIVED

3025
NOV 29 1982

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS DIVISION

I, (We), the undersigned, have been notified by the West Virginia Department of Mines, Oil and Gas Division, of an abandoned well which is considered a potential hazard and pollutant, located on the 6 acre Smith farm in Harrison county, Simpson district, on the waters of _____, Permit No. (If known) _____, Well No. (If known) _____.

I, (We), the owner of said property have no objections, nor will claim any damages from said plugging contractor or the West Virginia Department of Mines, Oil and Gas Division for access and operating space for the purpose of plugging said well. It is understood that the contractor is legally bound by his agreement to properly plug said well, remove all material from the abandoned well location and access road upon completion, and to reclaim the same before being released from his obligation under the contract agreement.

Signed this 29 day of November, 1982.

Owner Dwight Smith

Owner _____

Witness Fred B. Bueckle

Plugging operations are not to commence until after June 1, 1983.

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS DIVISION

LOT-2

I, (We), the undersigned, have been notified by the West Virginia Department of Mines, Oil and Gas Division, of an abandoned well which is considered a potential hazard and pollutant, located on the _____ ~~acre~~ Private Lot farm in HARRISON county, _____ district, on the waters of _____, Permit No. (If known) _____, Well No. (If known) _____.

I, (We), the owner of said property have no objections, nor will claim any damages from said plugging contractor or the West Virginia Department of Mines, Oil and Gas Division for access and operating space for the purpose of plugging said well. It is understood that the contractor is legally bound by his agreement to properly plug said well, remove all material from the abandoned well location and access road upon completion, and to reclaim the same before being released from his obligation under the contract agreement.

Signed this 28th day of September, 1984.

Owner Joseph T. Martin, Jr.

Owner Jean Martin

Witness Robert Stewart

Private lot — Harrison

[Faint, illegible handwritten text]

Drapor Smith

Ted Street + Bruce Walker
Kenney add. lot 2+4

MR. CHASE

884-7470

RECEIVED

OCT 3 1984

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS DIVISION

OIL & GAS DIVISION
DEPT. OF MINES

I, (We), the undersigned, have been notified by the West Virginia Department of Mines, Oil and Gas Division, of an abandoned well which is considered a potential hazard and pollutant, located on the _____ acre _____ farm in _____ county, _____ district, on the waters of _____, Permit No. (If known) _____, Well No. (If known) _____.

I, (We), the owner of said property have no objections, nor will claim any damages from said plugging contractor or the West Virginia Department of Mines, Oil and Gas Division for access and operating space for the purpose of plugging said well. It is understood that the contractor is legally bound by his agreement to properly plug said well, remove all material from the abandoned well location and access road upon completion, and to reclaim the same before being released from his obligation under the contract agreement.

Signed this 2 day of October, 1984.

Owner Lloyd to West

Owner Mrs. Lloyd (Doris) West

Witness Rude W. Jones

Oct. 8, 1985

33-2884-P

Enclosed find release from landowner
Draper Smith whom Steve Duckworth
paid to reclaim his own yard.

The other two landowners yards
have been reclaimed by Steve Duckworth.

Steve Casey

033-2884-P

Bridgeport

August 28 1985

I, Draper Smith, hereby release Steve
Duckworth from all damages to surface
and property on my land in Bridgeport.

William Draper Smith

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS WELLS DIVISION

RECEIVED
MAY 10 1984

OIL & GAS DIVISION

INSPECTOR'S WELL REPORT DEPT. OF MINES

Permit No. 33-2884-P

Oil or Gas Well _____
(KIND)

Company <u>W. Va. Dept. of Mines</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address _____	Size			
Farm <u>D Smith</u>	16			Kind of Packer _____
Well No. <u>1</u>	13			
District <u>Simpson</u> County <u>Harr.</u>	10			Size of _____
Drilling commenced _____	8 1/4			
Drilling completed _____ Total depth _____	6 1/2			Depth set _____
Date shot _____ Depth of shot _____	5 3/16			
Initial open flow _____ /10ths Water in _____ Inch	3			Perf. top _____
Open flow after tubing _____ /10ths Merc. in _____ Inch	2			Perf. bottom _____
Volume _____ Cu. Ft.	Liners Used			Perf. top _____
Rock pressure _____ lbs. _____ hrs.				Perf. bottom _____
Oil _____ bbls., 1st 24 hrs.	CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____			
Fresh water _____ feet _____ feet	NAME OF SERVICE COMPANY _____			
Salt water _____ feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names Contractor S. Duckworth

Remarks: unable to secure right of way
no work ever started

5-7-84
DATE

Steve Cassel
09/29/2023
DISTRICT WELL INSPECTOR

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES *Energy*
OIL AND GAS WELLS DIVISION

RECEIVED
AUG 23 1985

INSPECTOR'S PLUGGING REPORT

DIVISION OF OIL & GAS
DEPARTMENT OF ENERGY

Permit No. 33-2884-P

Well No. Smith 1

COMPANY Dept. of Energy Oil & Gas ADDRESS _____

FARM D. Smith DISTRICT Simpson COUNTY Harr.

Filling Material Used gell cement

Liner			Location	Amount	Packer	Location
PLUGS USED AND DEPTH PLACED			BRIDGES		CASING AND TUBING	
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION		RECOVERED	SIZE
<u>redrilled to 1228'</u>						
<u>1197'</u>	<u>741'</u>	<u>-</u>	<u>75 sacks cement</u>			
<u>gell</u>						
<u>700'</u>	<u>475'</u>	<u>-</u>	<u>75 sacks cement</u>			
<u>gell</u>						
<u>360'</u>	<u>to 0'</u>	<u>-</u>	<u>145 sacks cement</u>			

Drillers' Names Steve Duckworth

Remarks: 15 inspections on this job 7-30-85 to 8-22-85

8-22-85
DATE I hereby certify I visited the above well on this date.

Stephen L. Casey
DISTRICT WELL INSPECTOR

09/29/2023

OG-11
 DIVISION OF OIL & GAS
 DEPARTMENT OF ENERGY

STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 OIL AND GAS WELLS DIVISION

INSPECTOR'S WELL REPORT

Permit No. _____

Oil or Gas Well _____
 (KIND)

Company _____ Address _____ Farm _____ Well No. _____ District _____ County _____ Drilling commenced _____ Drilling completed _____ Total depth _____ Date shot _____ Depth of shot _____ Initial open flow _____ /10ths Water in _____ Inch Open flow after tubing _____ /10ths Merc. in _____ Inch Volume _____ Cu. Ft. Rock pressure _____ lbs. _____ hrs. Oil _____ bbls., 1st 24 hrs. Fresh water _____ feet _____ feet Salt water _____ feet _____ feet	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
	Size			Kind of Packer _____
	16			
	13			
	10			Size of _____
	8 1/4			
	6 5/8			Depth set _____
	5 3/16			
	3			Perf. top _____
	2			Perf. bottom _____
	Liners Used _____			Perf. top _____
				Perf. bottom _____

CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____

NAME OF SERVICE COMPANY _____

COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES

_____ FEET _____ INCHES _____ FEET _____ INCHES

_____ FEET _____ INCHES _____ FEET _____ INCHES

Drillers' Names _____

Remarks: _____

DATE _____

09/29/2023
 DISTRICT WELL INSPECTOR



STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS WELLS DIVISION

RECEIVED
APR 21 1983
OIL & GAS DIVISION
DEPT. OF MINES

NOTICE OF INTENTION TO PLUG AND ABANDON WELL

(REQUIRED BY SECTION 9, ARTICLE 4, CHAPTER 22 OF THE CODE)

To THE DEPARTMENT OF MINES,
Charleston, W. Va.

For: Dept. Mines-Oil & Gas Division
1615 Washington Street, East
Charleston, W.Va. 25311-2192

By: Steve Duckworth

Coal Operator

Address

Coal Owner

Address

Mr. D. Smith

Lease or Property Owner

Bridgeport, W.Va. 26330

Address

Name of Well Operator

P.O. Box 88, Gassaway, W.Va. 26624

Complete Address

March 14, 1983

Date

WELL TO BE ABANDONED

Simpson _____ District

Harrison _____ County

Well No. One

D. Smith _____ Farm

Inspector Stephen Casey, Rt.2, Box 232-D, Jane Lew, W.Va. 26378 Telephone 884-7470

TO BE NOTIFIED 24 HOURS IN ADVANCE OF PLUGGING OPERATIONS

Gentlemen:—

The undersigned well operator is about to abandon the above described well and will commence

the work of plugging and abandoning said well on the date inspector is notified (which date shall not be less than five days after the day on which this notice so mailed is received, or in due course should be received by the Department of Mines).

This notice is given you in order that your respective representatives may be present at the plugging and filling of said well. You are further notified that whether you are represented or not represented the undersigned will proceed on that date, or shortly thereafter, to plug and fill said well in the manner required by Section 10, Article 4, Chapter 22 of the Code and given in detail on the reverse side of this notice, in "Work Order."

This notice is being mailed by registered mail to each of you at the above addresses on the above date.

Very truly yours,

Well Operator

NOTE: Upon the abandonment of any well drilled prior to June 1, 1929, a plat prepared by a registered engineer, shall be filed with THREE COPIES OF APPLICATION, (OG-9) AND "WORK ORDER" AND TWO COPIES OF THE WELL RECORD, (OG-10). The map must show the district and county in which the tract of land is located, the name and acreage of said tract, the name or names of the owners and names of adjacent tracts and the location of the well to be abandoned, determined by survey with the courses and distances of such well from two permanent points or landmarks on said tract, in compliance with Rule 5 of the Rules and Regulations.

NOTE: In case plugging is not commenced within four months from the date of permit, same shall expire and be of no further force or effect.

NOTE: PERMIT IS NOT TRANSFERABLE.

BLANKET BOND

033-2884-P

Permit Number

File

PROPOSED MANNER OF PLUGGING AND FILLING WELL

(REQUIRED BY RULES AND REGULATIONS)

WEST VIRGINIA DEPARTMENT OF MINES

OIL AND GAS DIVISION

WORK ORDER

Well to be plugged and filled as follows:

Plug well in Bridgeport, W.Va.... NO WELL RECORD AVAILABLE

Estimated Total depth - 1260'

Cement - 1260' - 1000'

Gel - 1000' - 700'

Cement - 700' - 600'

Gel - 600' - 300'

Cement - 300' - 200'

Gel - 200' - 100'

Cement - 100' to Surface

Reclaim according to Chapter 22, Article 4, Section 12-B, Code of W.Va.

ALSO INCLUDED IN ABOVE RECLAMATION.... Mr. Smith's 100' X 10' driveway must be replaced by rock base and four inches of concrete.....

To the Department of Mines
Coal Owner or Operator,
Lease or Property Owner.

IF PARTIAL PLUGGING
PLEASE SUBMIT REVISED WELL RECORD
WHEN WORK IS COMPLETED.

Gentlemen:

This "work order" is submitted for your approval and concurrence and unless notified of your disapproval or non-concurrence, the undersigned will proceed with the plugging and filling of said well in the above described manner on the date inspector is notified after permit is issued.

Very truly yours,

Well Operator

No objections have been filed by the coal owner or coal operator, or any available adjacent lease or property owners or interposed by the Department of Mines to the manner herein described for the plugging and filling of the well above mentioned. Therefore, the same is hereby approved this

13th. day of April, 19⁸³.

09/29/2023

DEPARTMENT OF MINES
Oil and Gas Division

By: Fred B. Campbell
Supervising Inspector

NOTE: This "work order" shall be filed in triplicate, one copy for the files of the Department of Mines; one to be approved or corrected and returned to the well operator as his authority for plugging said well; and one for the well inspector.



State of West Virginia
Department of Mines
Oil and Gas Division
Charleston 25305

FINAL INSPECTION REPORT
INSPECTORS COMPLIANCE REPORT

COMPANY W. Va. Dept. of Mines
Steve Duckworth - Contractor

PERMIT NO 33-2884-P

FARM & WELL NO Smith 1

DIST. & COUNTY Jennison Harro

RULE	DESCRIPTION	IN COMPLIANCE	
		YES	NO
23.06	Notification Prior to Starting Work		
25.04	Prepared before Drilling to Prevent Waste		
25.03	High-Pressure Drilling		
16.01	Required Permits at Wellsite		
15.03	Adequate Fresh Water Casing		
15.02	Adequate Coal Casing		
15.01	Adequate Production Casing		
15.04	Adequate Cement Strenght		
15.05	Cement Type		
23.02	Maintained Access Roads		
25.01	Necessary Equipment to Prevent Waste		
23.04	Reclaimed Drilling Pits		
23.05	No Surface or Underground Pollution		
23.07	Requirements for Production & Gathering Pipelines		
16.01	Well Records on Site		
16.02	Well Records Filed		
7.05	Identification Markings		

I HAVE INSPECTED THE ABOVE CAPTIONED WELL AND RECOMMEND THAT IT/BE RELEASED:

SIGNED Steve Casey

DATE 10-8-85

Your well record was received and reclamation requirements approved. In accordance with Chapter 22, Article 4, Section 2, the above well will remain under bond coverage for the life of the well.

T. L. ...

~~XXXXXXXXXXXX~~-Oil & Gas Division

January 9, 1986
DATE

09/29/2023

C O N T R A C T

RECEIVED

APR 21 1983

THIS CONTRACT, made this 13th. day of April 1983
between the Oil and Gas Division of the West Virginia Department of Mines,
hereinafter called "Oil and Gas Division" and Steve Duckworth-Davisson Rt.
Box 88, Gassaway, W.Va. 26624, hereinafter called "CONTRACTOR."

OIL & GAS DIVISION
DEPT. OF MINES

W I T N E S S E T H:

WHEREAS, the Oil and Gas Division solicited for sealed bids for the redrilling and plugging of said well and said CONTRACTOR was the low bidder thereon, and represented that he had adequate equipment in good working order and fully trained personnel capable of efficiently operating such equipment with which it desires to plug said well, and therefore, the said low bid was acceptable to the Oil and Gas Division.

NOW, THEREFORE, for the consideration of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the further consideration not to exceed the maximum sum of Seventeen thousand (17,900.00) Nine hundred & No/100 dollars for redrilling and plugging of said well, to be paid upon satisfactory completion of the work herein referred to; the Oil and Gas Division will issue all permits required by law to redrill and plug the aforesaid gas well. The contractor will furnish at his own cost and expense all necessary material, labor, tools and equipment, and to complete in a workmanlike and substantial manner said plugging in accordance with rules and regulations of the Department of Mines, Oil and Gas Division, and other requirements promulgated under Section 9, Article 4, Chapter 22 of the Code of West Virginia, and further promises and agrees as follows:

1. CONTRACTOR agrees to commence redrilling and plugging of said well within ten (10) days from date of notice from Oil and Gas Division to proceed. Well to be redrilled and plugged shall be in accordance with specifications set out in "Work Order," as shown on Form OG-9, Oil and Gas Division, attached hereto and made a part hereof.

09/29/2023

2. CONTRACTOR agrees at its own risk, cost and expense, to perform all work and furnish all labor, tools, fishing tools, materials and supplies required in the performance of said work, including (but without limitation of the foregoing), derrick, rotary drilling rig, tanks, slush pits, cellar, bits, fishing tools, drill pipe, core barrel, fuel, air, water, lubricants and blow-out preventer. All labor, tools, materials, supplies and equipment used in the performance of the work shall be the best obtainable and suitable in every respect for the purpose intended. CONTRACTOR shall take care of all waste oil, water, sand and mud that may accumulate from his operations and prevent same from escaping and causing pollution.

3. CONTRACTOR to further furnish all mud, air and cement needed to redrill, plug and abandon said well. Any expense for special services, such as logging, fishing, gelling, cementing, etc., will be paid for by CONTRACTOR.

4. CONTRACTOR shall assume all costs and risks of constructing and maintaining a road to location, and for the moving of Rotary Rig, tools, materials, etc., onto and off the specified location.

5. The actual performance of all work hereunder shall be by CONTRACTOR, but the Oil and Gas Division shall have its representatives to supervise and to determine whether or not work is being performed by CONTRACTOR in accordance with all of the provisions of this contract.

6. CONTRACTOR shall keep an accurate log of the plugging operations which shall include depth of hole, drilling time and status of hole condition at all times. A copy of such log and record shall be available at all times at the well for inspection by the Oil and Gas Division's representatives. Said log and record shall become and remain the property of the Oil and Gas Division

7. CONTRACTOR shall, if requested, furnish the Oil and Gas Division with samples of drill cuttings and shall circulate off bottom for bottom hole samples at such times as the Oil and Gas Division may designate. The Oil and Gas Division may request steel line measurements in its presence.

09/29/2023

8. Payment for all work performed under this contract shall be made only upon full and complete compliance with all of the terms and conditions of this agreement. CONTRACTOR shall submit an original and four (4) copies of an invoice executed and sworn to by CONTRACTOR with all records of work performed to the Oil and Gas Division, West Virginia Department of Mines, 1613 Washington Street, East, Charleston, West Virginia 25311.

In no event shall the total charges of money be greater than the maximum sum specified in the bid for said plugged well. All work charged under this contract shall commence when CONTRACTOR commences redrilling and plugging operations and shall cease when said well is finally redrilled and plugged.

9. Oil and Gas Division shall have no responsibility for the CONTRACTOR'S tools and equipment, and if the plugging of the well is delayed by "mechanical failure" of rig or tools, CONTRACTOR shall not be reimbursed for time spent in repairing rig or tools. CONTRACTOR shall not be paid for time waiting on special services, fishing or special tools.

CONTRACTOR agrees that he is fully informed as to all conditions affecting the work to be done, as well as to labor and materials to be furnished for the completion of this contract, and that such information was secured by personal investigation and research, and not wholly from any estimate, test or representations heretofore made by any officer or agent of the Oil and Gas Division.

CONTRACTOR agrees to indemnify and save harmless the Oil and Gas Division from all injuries and damage of any kind to the property of the Oil and Gas Division, or any other corporation or person, and from all claims for damages caused by the CONTRACTOR, employees and agents, in the performance of this contract, and shall indemnify and save harmless Oil and Gas Division from any and all claims for injury or damages to persons or property, caused by or in any manner growing out of said work, including all claims in consequence of any negligence of CONTRACTOR, its employees or agents, in the prosecution of the work contemplated by this contract, or in consequence of any negligence in guarding same or by reason of any improper materials, equipment, appliances or furnishings used in said work, or on account of any act or omission on the part of the CONTRACTOR or its employees or agents, and no other provision hereof

09/29/2023

shall be considered as a condition precedent to the OIL AND GAS DIVISION'S rights hereunder.

The work to be done under this contract shall be performed in accordance with the obligations herein set forth and with the specifications set forth by the Department of Mines - Oil and Gas Division, attachments identified as "Notice of Intention to Plug and Abandon Well" with Permit Number 47-033-2884-P, which is hereby referred to and made a part of this contract, without expense of any nature whatsoever to the State, other than the consideration named in this contract.

CONTRACTOR shall maintain continuous operation in which to complete the work specified herein. It is agreed that time is of the essence in this contract and that in the event of failure to comply with the conditions and provisions herein, CONTRACTOR will reimburse the OIL AND GAS DIVISION in the amount to be determined by the OIL AND GAS DIVISION as sufficient to cover fully any additional demonstrable costs incurred by the OIL AND GAS DIVISION of such failure.

CONTRACTOR agrees that should the work performed under this contract be found not to be acceptable with the specifications and requirements as hereinbefore and hereinafter set forth, that any and all of the work may be rejected by the inspecting officer and all costs occasioned by having an acceptable job performed should be borne by CONTRACTOR.

CONTRACTOR shall comply with the minimum wage rates established by the West Virginia Department of Labor, pursuant to Chapter 21, Article 5-A of the official Code of West Virginia, 1931, as amended.

It is understood that CONTRACTOR is not and shall not represent himself as being an agent of the State of West Virginia or of the OIL AND GAS DIVISION.

A copy of the bond given by CONTRACTOR to secure a proper compliance with the terms and provisions of this contract, Certificate of Insurance and Certification of Coverage under the Workmen's Compensation Act of the State of West Virginia, are attached herewith and made a part of this contract.

The CONTRACTOR shall be required, in addition to any other form of insurance or bonds required under the terms of the Contract and specifications, to procure and maintain during the life of the Contract, the following types

09/29/2023

of insurance in the amounts set forth:

(a) *Contractor's Public Liability and Property Damage Liability*

Insurance:

The Contractor shall furnish evidence to the State that, with respect to the operations he performs he carries regular Contractor's Public Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person a total limit of \$300,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to or destruction of property during the life of the contract. Policy shall be written or endorsed to cover the hazards of blasting, operation of mechanical equipment on streets and highways and collapse.

If any part of the work is sublet, it shall be the duty of the CONTRACTOR to see that similar insurance is provided by or in behalf of the subcontractors to cover their operations.

(b) *Automobile Insurance:*

The CONTRACTOR shall furnish evidence to the State that with respect to the operations he performs, he carries in his own behalf Automobile Insurance providing for a limit of not less than \$100,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$300,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident and property damage liability insurance having a total (or aggregate) limit of \$10,000. This policy shall cover all owned, hired or non-owned cars used on the project.

(c) *Countersignature of Resident West Virginia Agent:*

The policy or policies of insurance herein required must be countersigned by a Resident Agent of the State of West Virginia, in accordance with the applicable statute of the State of West Virginia.

The CONTRACTOR agrees to carry West Virginia Workmen's Compensation under this contract.

On all contracts over \$2,000 the bidder will be required to comply with the minimum wage specifications and rates in accordance with the provisions of the official Code of West Virginia of 1931, as amended, Chapter 21, Article 5-A.

09/29/2023

Until final approval of the work by the OIL AND GAS DIVISION, the CONTRACTOR shall have the care and charge thereof and shall take every precaution against injury or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The CONTRACTOR shall make good all injuries or damages to any portion of the work occasioned by any of the causes before final acceptance and shall bear the expense thereof, except damage to the work done by acts of GOD or the public enemy, or slides found by the Oil and Gas Division to have been unavoidable. An act of GOD is to be construed to mean earthquake, extraordinary flood, cloudburst, cyclone or other cataclysmic phenomenon of nature. A rain, windstorm, flood, or other phenomenon of nature of normal intensity for that locality or season shall not be construed as an act of GOD.

The OIL AND GAS DIVISION does not recognize a transfer of assignment or subletting of the contract or any portion thereof as in any way whatsoever relieving the CONTRACTOR of his obligations under the contract.

The contract is also subject to Chapter 11, Article 13, Section 16 of the Code of West Virginia 1931, as amended, providing that final payment cannot be made until a certificate has been obtained from the State Tax Commissioner to the effect that all taxes levied or accrued under this Chapter against the CONTRACTOR have been paid, and is also subject to Chapter 21-A, Article 5, Section 16 (7) of the Code of West Virginia of 1931, as amended, providing that final payment cannot be made until a certificate has been obtained from the Director of Unemployment Compensation to the effect that all payments and interest thereon accrued against the CONTRACTOR under this Chapter have been paid or provisions satisfactory to the Director have been made for payment.

It is hereby made a provision of this contract that no prohibitive discriminatory employment practices shall be engaged in by contractors and sub-contractors with the Department of Mines for the Oil and Gas Division of West Virginia based on race, creed, color or national origin, and further, that all Oil and Gas Division contractors and sub-contractors shall give written notice of their commitments under this clause to any labor union with which they have a collective bargaining or other agreement.

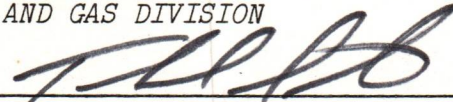
09/29/2023

Upon completion of the work set forth herein and in the specifications, and after payment of taxes as required by law, OIL AND GAS DIVISION will pay to CONTRACTOR the sums set forth in Contractor's Proposal for the work performed hereunder.

If the CONTRACTOR fails to prosecute the plugging of said well with due diligence, or fails to observe or perform any of its obligations hereunder, the OIL AND GAS DIVISION shall have the right to terminate this contract by giving to the CONTRACTOR written notice thereof, whereupon the OIL AND GAS DIVISION shall have the right to take possession of the well and all things connected therewith; and this Contract shall then become null and void and of no further effect.

IN WITNESS WHEREOF, The Department of Mines-Oil and Gas Division of West Virginia has caused its name to be signed hereto by the Deputy Director, Oil and Gas Division, and its seal affixed hereto by Theodore Streit has signed his name hereto, all thereunto duly authorized as of the day and year first above written.

THE DEPARTMENT OF MINES OF W. VA.
OIL AND GAS DIVISION

BY 
ITS Administrator

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, TO-WIT:

I, Lois A. Simpkins, a Notary Public in and for the County and State aforesaid, do hereby certify that Ed Streit, Administrator
Office of Oil & Gas
Dept. of Mines of West Virginia, who signed the writing above and hereto annexed bearing date of the 13th day of April, 1983, for the Department of Mines-Oil and Gas Division has this day in my said County and State, before me, acknowledged the said writing to be the act and deed of said Department.

Given under my hand this 25th day of April, 19 83.

My commission expires March 9, 1992.

Lois A. Simpkins
Notary Public

09/29/2023

IN WITNESS THEREOF, The Contractor has caused its name to be signed hereto by _____, and Steve Duckworth _____ has signed his name hereto, all thereunto duly authorized as of the day and year first above written.

Steve Duckworth

CONTRACTOR

BY Steve Duckworth

ITS Owner

STATE OF WEST VIRGINIA,

COUNTY OF Braxton, TO-WIT:

I, Kathy Sue Mivens, a Notary Public in and for said County of Braxton, do certify that Steve Duckworth doing business as Steve Duckworth, appeared before me in my said County and being by me duly sworn, did depose and say that he is authorized to execute and acknowledge contracts and other writings of said company, but its authority duly given. And the said Steve Duckworth acknowledged the said writing to be the act and deed of said company.

Given under my hand this the 21st day of April, 19 83

Kathy Sue Mivens
Notary Public

in and for Braxton County, West Virginia

My Commission expires July 16, 19 90.

09/29/2023

STEVE DUCKWORTH

Well Service

Gassaway, W. Va. 26624



Phone 364-2302

Dept. of Energy
Oil & Gas Division
1615 Washington St., East
Charleston, W.Va. 25361

DATE Dec. 31, 1985

YOUR ORDER No. 00899

TERMS:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Furnish labor, materials and equipment to clean out and plug well designated by Permit No: 33-2884-P, Well #1 situate on the Smith tract, located in district of Harrison Co.		
	T O T A L		\$ 17,900.00
	<p>I hereby certify that the items listed hereon have been received and approved for payment.</p> <p><u>C. Milens</u> <u>1/3/86</u> Name Date</p>		

09/29/2023

STATE OF WEST VIRGINIA
DEPARTMENT OF FINANCE AND ADMINISTRATION
PURCHASING DIVISION

PURCHASE ORDER

P.O. No.

Page 1 of _____ Pages 79

File:

CC-43

Date:

3/14/83

State Acct. No.:

460-8093-16-060-13

Fiscal Year:

1983

B.R. Acct. No.:

FOR:

Vendor Name & Address:

Steve Duckworth
Gassaway, WV 26624

Phone 364-2302

F.E.I.N.

235-485-546-8

Ship To:

** SEE BELOW**

Invoice in Quintuplicate To:

Dept. Mines -Office of Oil & Gas
1615 Washington Street East
Charleston, WV 25311-2192

P.O. Date: 4/14/83

tv

Terms: Net

F.O.B. Destination

Shipping Date: 30 days ARO

Item No.	Quantity	Description	Unit Price	Amount
CONTRACT ACCEPTANCE				
The State of West Virginia, by the Commissioner of Finance and Administration, for and on behalf of the				
Department of Mines - Oil & Gas <small>(agency)</small>				
hereby accepts the quotation of <u>April 13, 1983</u> <small>(date)</small>				
signed by <u>Steve Duckworth</u> <u>Owner</u> <small>(name) (title)</small>				
of <u>Steve Duckworth</u> <small>(firm name)</small>				
APPROVED AS TO FORM THIS <u>19</u> DAY OF <u>April</u> , 19 <u>83</u>				
STATE OF WEST VIRGINIA Department of Finance and Administration ARNOLD T. MARGOLIN <u>Marc A. Clauson</u> COMMISSIONER				
By <u>Edward George</u> Assistant Attorney General				
APPROVED AS TO PROVISIONS AND TERMS STATE OF WEST VIRGINIA Department of Finance and Administration PURCHASING DIVISION				
TOTAL AMOUNT OF THIS				17,900.00

SEE TERMS AND CONDITIONS ON BACK

TOTAL AMOUNT OF THIS
PURCHASE ORDER \$

Kathy P. Klein

Director, Purchasing Division

09/29/2023

11
4-14-83

4-28-83

FIN. ADMIN.

TERMS AND CONDITIONS

1. Vendor's Federal Employer Identification Number or Social Security Number, Purchasing Division file number, purchase order number, and name of Spending Unit specified on the purchase order must appear on all invoices, correspondence, containers, drums, shipping tags, boxes and etc.
2. AN ORIGINAL TYPED INVOICE AND FOUR COPIES MUST BE SUBMITTED FOR PAYMENT AGAINST THIS PURCHASE ORDER TO SPENDING UNIT DESIGNATED ON THE FACE OF PURCHASE ORDER.
3. Any request for changes or corrections in the purchase order must be submitted to the Purchasing Division in writing. The unit price on all purchase orders not containing a price adjustment agreement will remain firm for the life of the contract.
4. Vendors offering items claimed as equal to those specified on the purchase order, but which are not equal, may be subject to the Purchasing Director's recommendation that the right and privilege of the vendor to bid on State purchases be suspended.
5. All tangible property and/or services sold to the State of West Virginia on this purchase order is exempt from consumers sales and service tax or use tax. Vendor's file copy of this order will be accepted by the State Tax Department as an exemption certificate.
6. All sales of tangible property and/or services to the State of West Virginia, which are consummated in this State, are subject to West Virginia business and occupation tax.
7. All sales to the State of West Virginia are exempt from federal tax under Exemption No. A-108077.
8. The State of West Virginia may reject, revoke, or cancel this agreement or any part thereof, and, in the absence of provisions for liquidated damages as set forth in the body of this agreement, shall have the right to recover any and all damages sustained as a result of the vendor's failure to perform, in whole or in part, the terms and conditions of this agreement. The State may withhold from any remittance due the vendor under the terms and conditions of this agreement an amount equal to the damages sustained by such failure of performance on the part of the vendor.
9. The Director of Purchasing reserves the right to cancel this contract upon fifteen (15) days written notice to the vendor, subject to the following qualifications:

Allowances may be made for delays in delivery or performance which are caused by shortages of materials or energy resources, strikes or by other causes beyond the control of the vendor. Provided, however, that the cause of such delay must be direct and that the vendor must submit to the Director of Purchasing, documented proof of the cause of any such delay.

Notwithstanding the above provision, the Director of Purchasing reserves the right to cancel this contract forthwith if the commodities supplied as herein contracted for are of an inferior quality or if the commodities supplied are not in conformity with the specifications of the bid and contract herein.

White - Vendor Copy
Lt Green - Auditor's Copy
Blue - Spending Unit Copy
Buff - Spending Unit Copy
Salmon - Spending Unit Copy
Dark Green - Spending Unit Copy
Goldenrod - Kardex Copy
Pink - File Copy

09/29/2023

09/29/2023

09/29/2023

09/29/2023

STATE OF WEST VIRGINIA
DEPARTMENT OF FINANCE AND ADMINISTRATION
PURCHASING DIVISION

P.O. No.

Page 1 of _____ Pages

79

File:

Date:

State Acct. No.:

CC-43

3-14-83

460-8093-16-060-13

Fiscal Year:

B.R. Acct. No.:

1983

PURCHASE ORDER

FOR: Dept. Mines-Office of Oil & Gas

Vendor Name & Address:

F.E.I.N.

235-485-546-8

Ship To:

** See Below

Steve Duckworth
Gassaway, WV 26624

Phone 364-2302

Invoice in Quintuplicate To:

Dept. Mines-Office of Oil & Gas
1615 Washington Street, East
Charleston, W.Va. 25311-2192

P.O. Date:
4/14/83

tv

Terms:
Net

F.O.B.
Destination

Shipping Date:
90 days ARO

2:30 PM

4-13-83

Item No.	Quantity	Description	Unit Price	Amount
<u>C O N T R A C T B I D</u>				
		<p>Furnish labor, equipment and materials to clean out and plug well designated by permit number: 033-2884-R-P, well # 1, situate on the D. Smith tract, located in Simpson District of Harrison county, in accordance with Chapter 22, Article 4, Section 12-A, Code of W.Va.</p> <p>Total cost of cleaning out and plugging well according to work order XXXX prepared by Dept. Mines-Office of Oil and Gas.</p>		17,900.00

SEE TERMS AND CONDITIONS ON BACK

TOTAL AMOUNT OF THIS PURCHASE ORDER \$ 17,900.00

4-26-83

Director, Purchasing Division

09/29/2023

FINE ADPTN

TERMS AND CONDITIONS

1. Vendor's Federal Employer Identification Number or Social Security Number, Purchasing Division file number, purchase order number, and name of Spending Unit specified on the purchase order must appear on all invoices, correspondence, containers, drums, shipping tags, boxes and etc.
2. AN ORIGINAL TYPED INVOICE AND FOUR COPIES MUST BE SUBMITTED FOR PAYMENT AGAINST THIS PURCHASE ORDER TO SPENDING UNIT DESIGNATED ON THE FACE OF PURCHASE ORDER.
3. Any request for changes or corrections in the purchase order must be submitted to the Purchasing Division in writing. The unit price on all purchase orders not containing a price adjustment agreement will remain firm for the life of the contract.
4. Vendors offering items claimed as equal to those specified on the purchase order, but which are not equal, may be subject to the Purchasing Director's recommendation that the right and privilege of the vendor to bid on State purchases be suspended.
5. All tangible property and/or services sold to the State of West Virginia on this purchase order is exempt from consumers sales and service tax or use tax. Vendor's file copy of this order will be accepted by the State Tax Department as an exemption certificate.
6. All sales of tangible property and/or services to the State of West Virginia, which are consummated in this State, are subject to West Virginia business and occupation tax.
7. All sales to the State of West Virginia are exempt from federal tax under Exemption No. A-108077.
8. The State of West Virginia may reject, revoke, or cancel this agreement or any part thereof, and, in the absence of provisions for liquidated damages as set forth in the body of this agreement, shall have the right to recover any and all damages sustained as a result of the vendor's failure to perform, in whole or in part, the terms and conditions of this agreement. The State may withhold from any remittance due the vendor under the terms and conditions of this agreement an amount equal to the damages sustained by such failure of performance on the part of the vendor.
9. The Director of Purchasing reserves the right to cancel this contract upon fifteen (15) days written notice to the vendor, subject to the following qualifications:

Allowances may be made for delays in delivery or performance which are caused by shortages of materials or energy resources, strikes or by other causes beyond the control of the vendor. Provided, however, that the cause of such delay must be direct and that the vendor must submit to the Director of Purchasing, documented proof of the cause of any such delay.

Notwithstanding the above provision, the Director of Purchasing reserves the right to cancel this contract forthwith if the commodities supplied as herein contracted for are of an inferior quality or if the commodities supplied are not in conformity with the specifications of the bid and contract herein.

White - Vendor Copy
Lt Green - Auditor's Copy
Blue - Spending Unit Copy
Buff - Spending Unit Copy
Salmon - Spending Unit Copy
Dark Green - Spending Unit Copy
Goldenrod - Kardex Copy
Pink - File Copy

09/29/2023

09/29/23

09/29/2023

09/29/23

PURCHASING CONTINUATION SHEET

File: CC-43

Acct. No: 460-8093-16-060-13

Vendor: Steve Duckworth

P.O. Date: 4/14/83

Spending Unit: Mines

Item No:	Quantity	Description	Unit Price	Amount
		<p>INTEREST ON LATE PAYMENTS: Within ninety days after the completion of this contract is certified by the approving authority to be complete in accordance with terms of the plans or specifications, or both where appropriate, or is accepted by the authorized spending officer as complete, or is occupied by the owner, or is dedicated for public use by the owner, whichever occurs first, the balance due the contractor herein shall be paid in full. Should such payment be delayed for more than ninety days beyond the day the completion of this contract is certified by the authorized spending officer or is accepted by the owner as complete, or is occupied by the owner, or is dedicated for public use by the owner, said contractor shall be paid interest, beginning on the ninety-first day, at the rate of six per centum per annum on any unpaid balance: Provided, that whenever the approving authority reasonably determines that delay in completing the contract or in accepting payment for the contract is the fault of the contractor herein, the approving authority may accept and use the commodities or printing or the project may be occupied by the owner or dedicated for public use by the owner without payment of any interest on amounts withheld past the ninety-day limit.</p>		

ENCIPHERED

4-25-83

EXHIBIT 5
Rev. 10/81

09/29/2023

ENCIPHERED

PURCHASING CONTINUATION SHEET

Req. or P. O. No:

Page 5 of Pages

79

File: CC-43

Acct. No: 460-8093-16-060-13

Vendor: Steve Duckworth

P.O. Date: 4/14/83

Spending Unit: Mines

Item No:	Quantity	Description	Unit Price	Amount
		<p>NOTICE TO PROCEED: This contract is to be performed within <u>90</u> calendar days after the notice to proceed is received. Unless otherwise specified, the fully executed purchase order will be considered notice to proceed.</p> <p>CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the materials or workmanship supplied are of an inferior quality or do not conform with the specifications of the bid and contract herein.</p> <p>WAGE RATES: The Contractor or Subcontractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates as established for <u>Harrison</u> County, pursuant to West Virginia Code 21-5-1 <u>et seq.</u></p> <p>ARBITRATION: Any references made to arbitration or interest for payments due (except for any interest required by State law) contained in this contract or in any American Institute of Architects documents pertaining to this contract are hereby deleted.</p> <p>WORKMEN'S COMPENSATION: Compliance is required with all rules and regulations of the West Virginia Workmen's Compensation Commission.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT.</p> <p><input checked="" type="checkbox"/> INSURANCE: Successful vendor shall furnish proof of adequate coverage of Public Liability and Property Damage Insurance prior to the issuance of a purchase order.</p> <p><input type="checkbox"/> BONDS: A certified check or bank draft in the amount of five percent (5%) of the total amount of the bid, payable to the State of West Virginia, shall be submitted with each bid, or a satisfactory bid bond furnished by a solvent surety company authorized to do business in the State of West Virginia in an amount equal to five percent of the bid may be furnished in lieu of a certified check or bank draft. Successful vendor shall furnish a Performance Bond and Labor and Materials Bond for 100% of the amount of this contract.</p> <p><input type="checkbox"/> MAINTENANCE BOND: A two (2) year maintenance bond covering the roofing system will be a requirement of the successful vendor.</p>		
		<p>EXHIBIT 6 Revised 10/81</p>		

09/29/2023

PURCHASING REQUISITION

Department or Institution: Dept. Mines-Office of Oil & Gas

Date: 3-14-83 State Acct. No: 460-8093-16-060-13
Fiscal Year: 1983 B.R. Acct. No:

INSTRUCTIONS: After completion, remove carbon, and submit original and second sheet to BUDGET DIVISION, Dept. Finance & Administration, Charleston, W. Va. The third and fourth sheets are for departmental use.

Ship To: ** See Below

WE HEREBY CERTIFY THAT THE MATERIALS SPECIFIED BELOW ARE NECESSARY FOR OUR USE AND THE COST THEREOF IS FULLY COVERED BY THE UNENCUMBERED BALANCES IN THE ACCOUNTS SHOWN.

Invoice in Quintuplicate to: Dept. Mines-Office of Oil & Gas 1615 Washington Street, East Charleston, W.Va. 25311-2192

Table with 5 columns: Item No., Quantity, Description, Unit Price, Amount. Description contains 'CONTRACT BID' and details about well cleaning labor and materials.

Use for Departmental Accounting or Suggested Vendors:

*** See Vendors list attached

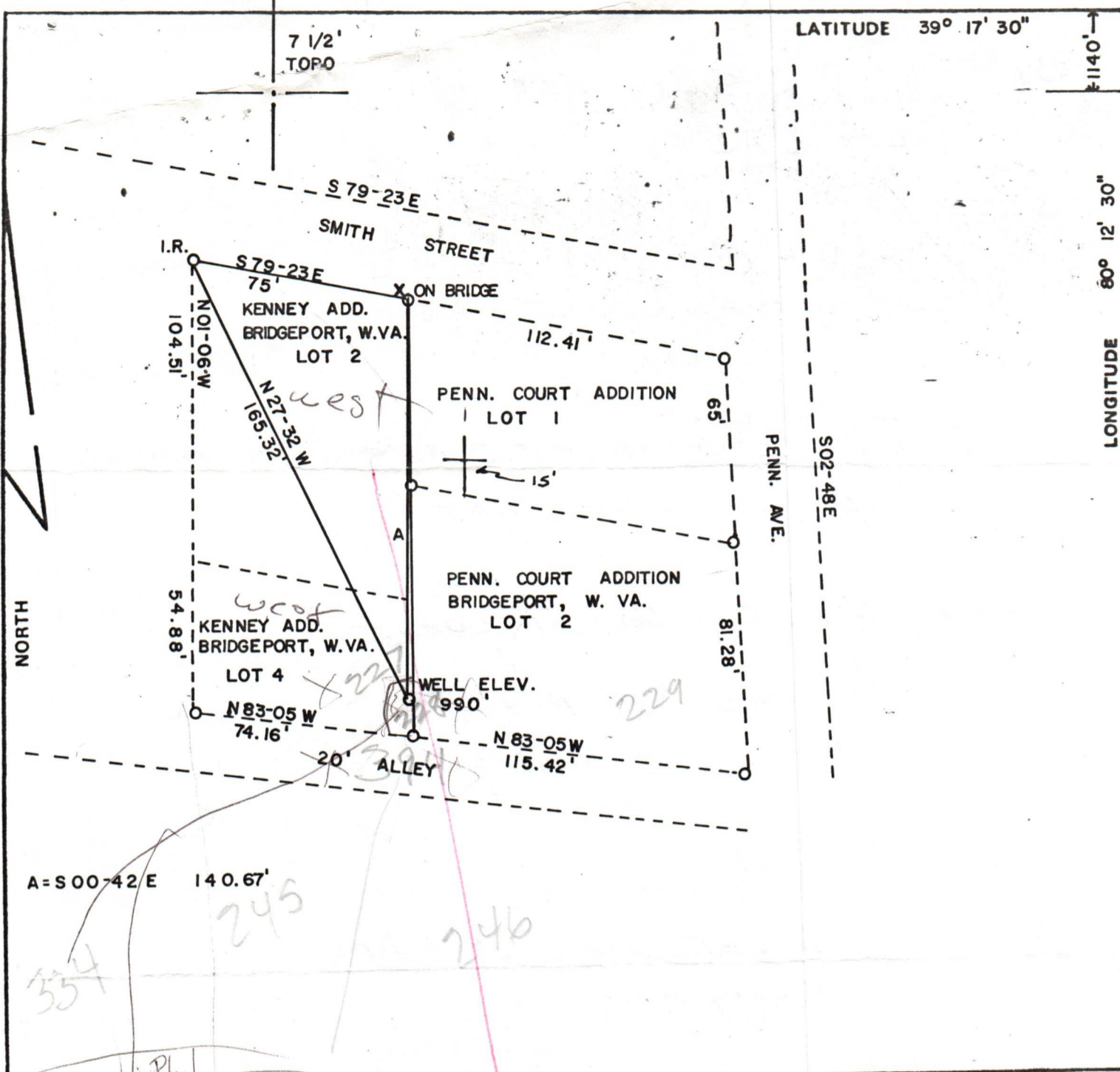
TOTAL ESTIMATED VALUE OF THIS REQUISITION \$ 20,000.00

Authorized Signature: [Signature] Administrator, Oil & Gas Div.

09/29/2023

1. Ted Adkins
Rt. 2, Box 7
Arnoldsburg, W.Va. 25234
PH: 655-8973
2. Russell Beall
2102 Maxwell Avenue
Parkersburg, W.Va. 26101
3. H.R. Burke Construction Co.
P.O. Box 341
Williamstown, W.Va. 26187
(614-373-9633)
4. Callison Construction Co.
P.O. Box 280
Bridgeport, W.Va. 26330
Attn: Tim Callison
5. Steve Duckworth
Davissan Rt., Box 88
Gassaway, W.Va. 26624
6. FWA Drilling, Inc.
P.O. Box 448
Elkview, W.Va. 25071
7. Mr. Joe Frame dba/
Frame Oil & Gas Well Services
P.O. Box 545
Elkview, W.Va. 25071
8. Mr. Eldon J. Haught
Rt. 3, Box 33
Smithville, W.Va. 26178
9. Mr. Bill Heeter
P.O. Box 816
Spencer, W.Va. 25276
10. Mr. W.R. Henthorn
P.O. Box 800
New Martinsville, W.Va. 26155
11. Clint Hurt & Associates, Inc.
P.O. Box 388
Elkview, W.Va. 25071
Attn: Johnny Archer
12. Jackson Development Company
P.O. Box 498
West Hamlin, W.Va. 25523
Attn: Lloyd G. Jackson
13. Carl R. Morris
P.O. Box 238
Grantsville, W.Va. 26147
14. Nowasco Well Service
837 Phillippi Pike
Rt. 2, Box 506
Clarksburg, W.Va. 26301
Attn: Ron Crim
15. Steve Raines
160 Quick Road
Elkview, W.Va. 25071
16. Ross-Wharton Gas Company
9½ Franklin Street
Buckhannon, W.Va. 26201
Attn: Robert Wharton
17. Jerry Rowan
R.D. #2, Thompson Road
Vermillion, Ohio 44089
PH: 216-967-5253
18. Leo Sigler & Sons
Rt. 3
St. Marys, W.Va. 26170
19. Skeens Drilling Company
Rt. 2, Box 159
Hamlin, W.Va. 25523
20. Sutton Services
P.O. Box 422
Sutton, W.Va. 26601
21. Smith Drilling Contractors
R.D. #1, Box 66
Chsester, W.Va. 26034
22. Tally Well Service
Highway 33 W - Box 748
Ripley, W.Va. 25271
23. Tri-State Well Service
Box 299, 1 Berea Plaza
Bridgeport, W.Va. 26330
24. A.C. Wilhelm
P.O. Box 99
Hamlin, W.Va. 25523

09/29/2023



FILE NO. _____
 DRAWING NO. _____
 SCALE 1" = 50'
 MINIMUM DEGREE OF ACCURACY 1 in 200
 PROVEN SOURCE OF ELEVATION U.S.G.S. BM 982
 BRIDGEPORT, W. VA.

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF MINES.
 (SIGNED) Haynes D. Norton
 R.P.E. _____ L.L.S. 624
Norton Surveys + Consulting Inc.



(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS
 FORM IV-6
 (8-78)



DATE OCTOBER 6, 19 83
 OPERATOR'S WELL NO. SMITH 1
 API WELL NO. _____
47 - 033 - 2884-P
 STATE COUNTY PERMIT-

STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 OIL AND GAS DIVISION

WELL TYPE: OIL ___ GAS LIQUID INJECTION ___ WASTE DISPOSAL ___
 (IF "GAS,") PRODUCTION STORAGE ___ DEEP ___ SHALLOW
 LOCATION: ELEVATION 990' WATER SHED SIMPSON CREEK
 DISTRICT SIMPSON COUNTY HARRISON
 QUADRANGLE ROSEMONT
 SURFACE OWNER D. SMITH ACREAGE LOT 2 & 4
 OIL & GAS ROYALTY OWNER _____ LEASE ACREAGE _____
 LEASE NO. _____
 PROPOSED WORK: DRILL CONVERT ___ DRILL DEEPER ___ REDRILL ___ FRACTURE OR
 STIMULATE ___ PLUG OFF OLD FORMATION ___ PERFORATE NEW
 FORMATION ___ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) _____
 PLUG AND ABANDON CLEAN OUT AND REPLUG ___
 TARGET FORMATION _____ ESTIMATED DEPTH _____
 WELL OPERATOR Steve Duckworth CO DESIGNATED AGENT Steve Duckworth
 ADDRESS WVA Dept of Mines - Office of Business ADDRESS P.O. Box 88
1615 Washington St. E. Charleston W.Va. Cassaway, W.Va. 26624

09/29/2023

HARR. 2884-P

334 Edward R. Smith Est
1 LOT 6 AC

245 Betty L. Moran
1 LOT #4 PENN CT

394 BETTY L. MORAN
1 LOT Private Drive Penn CT
Add 20.00' x 209.79 FT

227 Lloyd G. & Doris J WEST
2 LOTS #2 - P+4 SD
#3-4 Kenny Add

228 Billy Regan
1 LOT SD #3-4 BIRB
Kinney Add

229 Joseph T. MARTIN JR
1 LOT 2 Penn CT Add
171 Penn Ave
↑

HARRISON Co
Simpson Dist
Map 24-05

09/29/2023