

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-Office of Oil & Gas
1615 Washington Street, EAsT
Charleston, WV. 25361-2192

By: Ross & Wharton Gas Company

Coal Operator

Address

Coal Owner

Address

Lease or Property Owner

Address

Name of Well Operator

9½ Franklin St. Buckhannon, WV. 26201

Complete Address

January 29, 1985

Date

WELL TO BE ABANDONED

Clay _____ District

Harrison _____ County

Well No. JMD #2

John McDonald _____ 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 same, 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.

47-033-3144-P

09/08/2023

Permit Number

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:

Survey and Submit location Plat:

Build Road and Location:

Clean out to 1800'

Gel - 1800' - 0'

Cement - 1800' - 1600'
1200' - 1100'

Cut Casing @ 800'

Cement - 800' - 600'
200' - 0'

Reclaim all disturbed area

Erect Marker and Identify.

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

21st. day of May, 1985.

DEPARTMENT OF MINES
Oil and Gas Division

By: Robert Stewart
Robert Stewart-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.

RECEIVED
JAN 16 1985

OIL & GAS DIVISION
DEPT. 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 98 acre McDonald farm in Harrison county, Clay district, on the waters of Shinn's Run, 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 10 day of Jan., 1985.

Owner John B. McDonald

Owner Eileen McDonald

Witness Stephen L. Casey

Right of way to plug JMD1 + JMD2
on Shenniston - Saltwell road

09/08/2023

WEST VIRGINIA DEPARTMENT OF MINES

OIL AND GAS DIVISION

WORK ORDER

Well to be plugged and filled as follows:

SURVEY & SUBMIT PLATS

BUILD ROAD & LOCATION

C.O. TO 1800 FT

CEL 1800-0

Cement 1800-1600

" 1200-1100

CUT CSG @ 800 FT

Cement 800-600

" 200-0

Reclaim ALL DISTURBED AREA

ERECT MARKER & IDENTIFY

2 wells
\$40,600.00

Well #2

MAKE SAME AS #1

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

day of _____, 19____.

DEPARTMENT OF MINES
Oil and Gas Division

09/08/2023

By: _____

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.

RECEIVED
JUL 9 - 1985
OIL & GAS DIVISION
DEPT. OF MINES

AFFIDAVIT OF PLUGGING AND FILLING WELL

AFFIDAVIT SHOULD BE MADE IN TRIPLICATE, one copy mailed to the Department, one copy to be retained by the Well Operator and the third copy (and extra copies if required) should be mailed to each coal operator at their respective addresses.

Coal Operator or Owner	Dept. of Mines, Office of Oil & Gas
Address	Name of Well Operator
	1615 Washington St., Charleston, WV 25361
Coal Operator or Owner	Complete Address
Address	19
Coal Operator or Owner	WELL AND LOCATION
Address	Clay District
Lease or Property Owner	Harrison County
Address	WELL NO. JMD #2
	John McDonald Farm
STATE INSPECTOR SUPERVISING PLUGGING	Stephen Casey, Rt., 2, Box 232-D, Jane Lew WV 26378

AFFIDAVIT

STATE OF WEST VIRGINIA,
County of Upshur

ss:

Larry Helmick

and Thearl Clutter

being first duly sworn according to law depose and say that they are experienced in the work of plugging and filling oil and gas wells and were employed by R. L. Wharton, well operator, and participated in the work of plugging and filling the above well, that said work was commenced on the 4th day of June, 19 85, and that the well was plugged and filled in the following manner:

Sand or Zone Record Formation	Filling Material	Plugs Used Size & Kind	Casing	
			CSG PULLED	CSG LEFT IN
2316 - 2200	Gel	5"	650	350
2200 - 2100	Cement			
2100 - 650	Gel			
650 - 450	Cement			
450 - 200	Gel			
200 - 0	Cement			
Coal Seams				
(Name)				
(Name)				
(Name)				
(Name)				

[Signature] 7/9/85
Description of Monument
7" monument extending
30" above the ground

and that the work of plugging and filling said well was completed on the 7th day of June, 19 85.

And further deponents saith not.

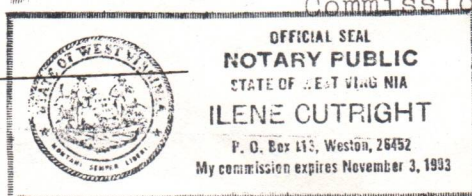
Sworn to and subscribed before me this 7th day of June, 19 85.

Larry P. Helmick
Thearl Clutter
Ilene Murray 09/08/2023
Notary Public

Commissioned as Ilene Cutright

Permit No. 47-033-3144P

My commission expires:
November 3, 1993



RECEIVED

JUL 9 - 1981

DEPT. OF MINES
Oil & Gas Division

Office of the Secretary of the Board of
Mines and Minerals

Office of the Secretary of the Board of
Mines and Minerals

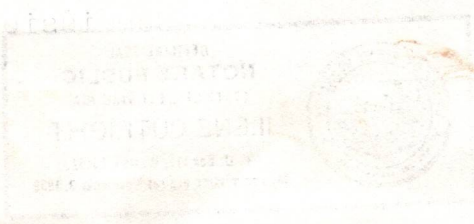
Office of the Secretary of the Board of
Mines and Minerals

2000 - 2000	2000 - 2000
1000 - 1000	1000 - 1000
500 - 500	500 - 500
250 - 250	250 - 250
100 - 100	100 - 100
50 - 50	50 - 50
25 - 25	25 - 25
10 - 10	10 - 10
5 - 5	5 - 5
2 - 2	2 - 2
1 - 1	1 - 1

Handwritten signature and date

Gene Murray

09/08/2023



COMPANY W. O. W. Co.
by Ross + Wharton Gas Co.

9 1/2 Franklin ST. Buckhannon, WVa. 26201.

PERMIT NO. _____
FARM & WELL NO. McDonald JMD 2

DIST. & COUNTY Clay Harv.

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 Strength	_____	_____
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 6-29-85

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. H. B.
Administrator-Oil & Gas Division

July 10, 1985

DATE

PURCHASE ORDER

Req. No.

Page 1 of _____ Pages

58

BUYER:

CC-43

Date:

2/26/85

State Acct. No.:

460-8093-16-060-13

Fiscal Year:

1985

B.R. Acct. No.:

Vendor Name & Address

01

F.E.I.N.:

302-185-349-8

Ship To:

See Below

R.L. Wharton Ltd
9 1/2 Franklin Street
Buckhannon, WV 26201

43225
BC-133

Invoice in Quintuplicate To:

Dept. Mines Office Oil & Gas
1615 Washington Street East
Charleston, WV 25361-2192

CONTRACT ACCEPTANCE

The State of West Virginia, by the Commissioner of Finance and Administration, for and on behalf of the

Department of Mines Office Oil & Gas
(agency)

hereby accepts the quotation of April 19, 1985

(date)

signed by R.L. Wharton

(name)

President

(title)

of R.L. Wharton Ltd

(firm name)

APPROVED AS TO FORM THIS 15 DAY OF May, 19 85

CHARLIE BROWN
ATTORNEY GENERAL

BY

ba McPherson
Assistant Attorney General

STATE OF WEST VIRGINIA

Department of Finance and Administration
JOHN F. McCUSKEY

by *Alan Deucher*
COMMISSIONER

TOTAL AMOUNT OF THIS PURCHASE ORDER

17,885.00

APPROVED AS TO PROVISIONS AND TERMS

STATE OF WEST VIRGINIA
Department of Finance and Administration
PURCHASING DIVISION

Robert C. Brown
DIRECTOR, PURCHASING DIVISION

RECORDED
5-18-85
11
5-18-85
FIVE ADP

5-33

09/08/2023

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 THE 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, in accordance with the W. Va. Code, §5A-3-39.
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 106077.
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 upon fifteen (15) days written notice to the vendor, subject to the following qualifications:
 - a. 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.
 - b. 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. Any deviations from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications and successful bidder will be held responsible therefor. Deviations must be explained in detail. Vendors offering items claimed as equal to those specified hereon, but which are not equal, may be removed from the bidders list, at the option of the Director of Purchasing.
10. PROVIDER agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P L 88 352) and the Regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider receives any recompense or other consideration of value, either directly or indirectly, from the State, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved, this assurance shall obligate the Provider, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Provider for the period during which it supplies such goods or services.

The Provider recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Provider, its successor, transferees, and assignees, or any authorized persons on behalf of the Provider.
11. FAILURE OF SUCCESSFUL BIDDER TO MAKE DELIVERY AS QUOTED HEREIN WILL BE CONSIDERED SUFFICIENT CAUSE FOR CANCELLATION.
12. VENDORS MUST BE PROPERLY REGISTERED WITH THE PURCHASING DIVISION.

09/08/2023

09/08/2023

09/08/2023

09/08/2023

STATE OF WEST VIRGINIA
DEPARTMENT OF FINANCE AND ADMINISTRATION
PURCHASING DIVISION

PURCHASE ORDER

Page 1 of 1 Pages

Req. No.

P.O. #58

BUYER:
CC-43

Req. Date: 2/26/85
~~1/30/85~~

State Acct. No.:

460-8093-16-060-13

Fiscal Year:

1985

B.R. Acct. No.:

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

Vendor Name & Address:

01

F.E.I.N.
302-185-349-8

Telephone No.

Ship To:

*** See Below

Invoice in Quintuplicate To:

Dept. Mines-Office of Oil & Gas
1615 Washington Street, East
Charleston, WVa. 25361-2192

- R.L. Wharton Ltd
9 1/2 Franklin Street
Buckhannon, WV 26201

Item No.	Quantity	Description	Unit Price	Amount
		<u>C O N T R A C T B I D</u>		
		<p>Furnish labor, materials and equipment to clean out and plug wells designated by Permit Nos: 033-3143-P and 033-3144-P, Wells No: JMD#1 & JMD#2, situate on the John B. McDonald tract, located in Clay district of Harrison county, in accordance with Chapter 22, Article 4, Section 12b, Code of W.Va. Contractor receiving bid must survey and submit location plats on both wells:</p> <p>Work orders prepared by the Dept. Mines-Office of Oil and Gas.</p>		17,885.00

TERMS AND CONDITIONS ON BACK

TOTAL AMOUNT OF THIS
PURCHASE ORDER \$ 17,885.00

ENCIPHERED

452185

DIRECTOR, PURCHASING DIVISION

FIN. ADMIN.

09/08/2023

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 THE 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, in accordance with the W. Va. Code, §5A-3-39.
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 upon fifteen (15) days written notice to the vendor, subject to the following qualifications:
 - a. 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.
 - b. 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. Any deviations from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications and successful bidder will be held responsible therefor. Deviations must be explained in detail. Vendors offering items claimed as equal to those specified herein, but which are not equal, may be removed from the bidders list, at the option of the Director of Purchasing.
10. PROVIDER agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P L 88 352) and the Regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider receives any recompense or other consideration of value, either directly or indirectly, from the State, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved, this assurance shall obligate the Provider, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Provider for the period during which it supplies such goods or services.

The Provider recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Provider, its successor, transferees, and assignees, or any authorized persons on behalf of the Provider.
11. FAILURE OF SUCCESSFUL BIDDER TO MAKE DELIVERY AS QUOTED HEREIN WILL BE CONSIDERED SUFFICIENT CAUSE FOR CANCELLATION.
12. VENDORS MUST BE PROPERLY REGISTERED WITH THE PURCHASING DIVISION.

09/08/2023

09/08/2023

09/08/2023

09/08/2023

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

WV-36

Page 3 of Pages 58

Req. or P. O. No:

File: CC-43 Acct. No: 460-8093-16-060-13

Vendor: R.L. wharton

P.O. Date: 5/10/85

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 et seq.</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>		

09/08/2023

09/08/2023

PURCHASING CONTINUATION SHEET

Page 2 of Pages

Req. or P. O. No. 58

Vendor R.L. wharton

P.O. Date: 5/10/85

File: CC-43

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

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>		

ENCLOSURE

52185

EXHIBIT 5
Rev. 10/81

09/08/2023

ENCLOSURE

PURCHASING REQUISITION

BUYER:

CC-43

Date:

1/30/85

State Acct. No.:

460-8093-16-060-13

Fiscal Year:

1985

B.R. Acct. No.:

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

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

Ship To:

*** See Below

Invoice in Quintuplicate To:

Dept. Mines-Office of Oil & Gas
1615 Washington Street, East
Charleston, WVa. 25361-2192

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.

Item No.	Quantity	Description	Unit Price	Amount
		<u>C O N T R A C T B I D</u>		
		<p>Furnish labor, materials and equipment to clean out and plug wells designated by Permit Nos: 033-3143-P and 033-3144-P, Wells No: JMD#1 & JMD#2, situate on the John B. McDonald tract, located in Clay district of Harrison county, in accordance with Chapter 22, Article 4, Section 12b, Code of W.Va. Contractor receiving bid must survey and submit location plats on both wells:</p> <p>Work orders prepared by the Dept. Mines-Office of Oil and Gas.</p>		

For Departmental Accounting or Suggested Vendors:

*** See Vendors list attached

TOTAL ESTIMATED VALUE
OF THIS REQUISITION \$ 40,000.00

Authorized

Signature _____

Administrator-Oil & Gas

Title _____

Telephone Number 348-2057 or 2058

09/08/2023

1. Steve Duckworth
Davisson Rt. - Box 88
Gassaway, W.Va. 26624
2. FWA Drilling, Inc.
P.O. Box 448
Elkview, W.Va. 25071
3. Jackson Development Company
P.O. Box 498
West Hamlin, W.Va. 25523
Attn: Lloyd G. Jackson
4. Ross-Wharton Gas Company
9½ Franklin Street
Buckhannon, W.Va. 26201
Attn: Robert Wharton
5. Bet-Ro, Inc.
Rt. 4, Box 36-13
Weston, W.Va. 26452
Attn: William Stalnaker
6. Smith Drilling Contractors
Rd #1, Box 66
Chester, W.Va. 26034
7. Stanley Enterprises, Ltd.
2258 Maple Drive
Fairmont, W.Va. 26554
Attn: Larry G. Stanley
8. R.E.M.I.
400 Berries Run Road
Suite C
Parkersburg, WV. 26101
Attn: Sam Lowther

R. L. Wharton

9½ Franklin Street
Buckhannon, W. Va. 26201
Phone 304-472-4289

July 9, 1985

F.E.I.N. 55-0620507

Dept. of Mines, Oil & Gas Div.

File No. CC-43

Req. No. 58

Spending Unit: Mines - Oil & Gas

Contract Bid to plug Permit Nos: 033-3143 (JMD#1) and		
33-3144P (JMD#2) on the John B. McDonald tract	\$ 17,885	00



STATE OF WEST VIRGINIA
 DEPARTMENT OF ENERGY
 DIVISION OF OIL AND GAS
 1615 Washington Street, East
 Charleston, West Virginia 25311
 Telephone: 348-3500

*Tr. # 193
 8/6/85*

ARCH A. MOORE, JR.
 Governor

September 4, 1985

Mr. Robert L. Wharton
 9½ Franklin Street
 Buckhannon, WVa. 26201

Dear Mr. Wharton:

Enclosed is check # 8312438 dated 8-30-85 in the amount of \$27,335.00, payment for plugging (3) wells in Harrison County.

For Purchase Order # 51 (\$ 9,450.00 - 033-0258-P) and Purchase Order #58 (\$17,885.00 - 033-0275-P & 033-3144-P)..

Sorry, we have been so long in getting this check to you.

Sincerely,

Charlotte Milam

Charlotte Milam, Clerk
 Division of Oil & Gas

Encl: (1) Check

VOID UNLESS PRESENTED FOR PAYMENT WITHIN SIX MONTHS

State of West Virginia

STATE WARRANT NO. 8312438

69-3
 434

CHARLESTON

TREASURER WILL PAY
 TO THE ORDER OF

R L WHARTON LTD

AUG. 30, 1985

PAY EXACTLY*****27,335.00**
 *****27,335*DOLLARS AND NO CENTS
 86FY 8536-14

TREASURER

A. James Yarbrough

AUDITOR

Elen B. Gainer, Jr.

WheelingDollarBank
 Wheeling, WV 26003

09/08/2023

⑈8312438⑈ ⑆043400036⑆ 002 138 9⑈

IV-27
9-83



STATE OF WEST VIRGINIA
DEPARTMENT OF MINES

Date: 1-7-85
Well No: 2
API NO: 47-33-
State County Permit

3144

Oil and Gas Division NOTICE OF VIOLATION

WELL TYPE: Oil / Gas Liquid Injection / Waste Disposal /
Of "Gas" - Production / Storage / Deep / Shallow /
LOCATION: Elevation: Watershed: Shinnos Run
District: Clay County: Harr. Quadrangle:
WELL OPERATOR unknown DESIGNATED AGENT
Address Address

The above well is being posted this 7 day of Jan, 1985, for a violation of Code 22-4-7 and/or Regulation , set forth in detail as follows:

(USE REVERSE SIDE OF THIS NOTICE IF NECESSARY)

This well to be called JMD 2 is located on John Mc Donald Land, 1 mile east of Shinnston on the Saltwell Rd. Well is appx. 1500' north of Saltwell Rd. above hollow to left - near property line of Mary Reed. This well has not been produced for several years and is considered to be abandoned.

A copy of this notice has been posted at the well site and sent by certified or registered mail to the indicated well operator or his designated agent.

You are hereby granted until 2-7, 1985, to abate this violation.

Failure to abate the violation may result in action by the Department under Code 22-4-17 or Code 22-4-18.

Stephen L. Casey
Oil and Gas Inspector
Address Rt. 2 Box 232 D
Jane Lew
W. Va.
Telephone: 884-7470

09/08/2023

11,100'

LATITUDE 39°-25'-00"

LONGITUDE 80°-15'-00"

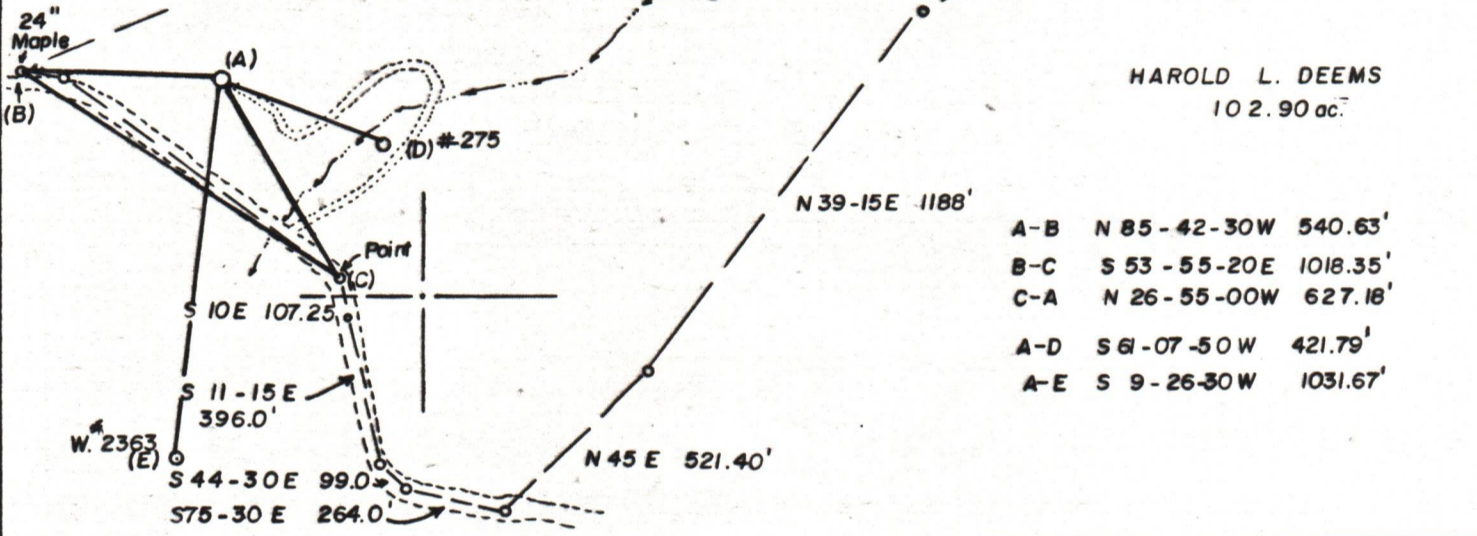
NOTE: WELL SHOWN IS TO BE PLUGGED TO STATE REGULATIONS § 22-4-9

MARY REED
49.87 ac.

JOSEPH DEMASES
45.89 ac.

HAROLD L. DEEMS
102.90 ac.

NORTH



A-B	N 85 - 42 - 30W	540.63'
B-C	S 53 - 55 - 20E	1018.35'
C-A	N 26 - 55 - 00W	627.18'
A-D	S 61 - 07 - 50 W	421.79'
A-E	S 9 - 26 - 30W	1031.67'

FILE NO. _____
 DRAWING NO. _____
 SCALE 1" = 500'
 MINIMUM DEGREE OF ACCURACY 1 in 200
 PROVEN SOURCE OF ELEVATION _____

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) Walter G. Wharton
 R.P.E. 5112 L.L.S. _____



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



DATE JUNE 5, 19 85
 OPERATOR'S WELL NO. 2 (TWO)
 API WELL NO. 47-033-3144-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 X
 LOCATION: ELEVATION 1066 WATER SHED SHINNS RUN
 DISTRICT CLAY COUNTY HARRISON
 QUADRANGLE SHINNISTON 7.5'
 SURFACE OWNER J.B. McDONALD ET UX ACREAGE 94.8
 OIL & GAS ROYALTY OWNER J.B. McDONALD LEASE ACREAGE 94.8
 LEASE NO. _____

09/08/2023

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 X CLEAN OUT AND REPLUG ___
 TARGET FORMATION _____ ESTIMATED DEPTH _____
 WELL OPERATOR STATE OF WEST VIRGINIA DESIGNATED AGENT R.L. WHARTON
 ADDRESS By: R.L. Wharton ADDRESS 91/2 FRANKLIN ST.
 BUCKHANNON W.V.

47-033-3144-P