



1) Date: March 21, 19 83  
 2) Operator's Well No. H-1393  
 3) API Well No. 47 - 085 - 6361  
 State \_\_\_\_\_ County \_\_\_\_\_ Permit \_\_\_\_\_

DRILLING CONTRACTOR:

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

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil XX / Gas XX /  
 B (If "Gas", Production XX / Underground storage \_\_\_\_\_ / Deep \_\_\_\_\_ / Shallow XX /)
- 5) LOCATION: Elevation: 870' Watershed: Hughes River  
 District: Grant County: Ritchie Quadrangle: Petroleum 7 1/2
- 6) WELL OPERATOR Haught, Inc. 11) DESIGNATED AGENT Warren R. Haught  
 Address 4424 Emerson Ave. Address Rt. 3 Box 14  
Parkersburg, WV 26104 Smithville, WV 26178
- 7) OIL & GAS ROYALTY OWNER Eva M. Lambert 12) COAL OPERATOR NONE  
 Address 715 Fox Ave. Address \_\_\_\_\_  
Harrisville, WV 26362
- 8) SURFACE OWNER B.F. Kerns c/o Ben Nelson 13) COAL OWNER(S) WITH DECLARATION ON RECORD:  
 Address 3532 Monongahela Name \_\_\_\_\_  
Parkersburg, WV 26101 Address \_\_\_\_\_
- 9) FIELD SALE (IF MADE) TO: Consolidated Gas Supply 14) COAL LESSEE WITH DECLARATION ON RECORD:  
 Address 445 East Main St. Name \_\_\_\_\_  
Clarksburg, WV 26301 Address \_\_\_\_\_
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED Name Samuel Hersman Address \_\_\_\_\_  
 Address P.O. Box 66  
Smithville, WV 26178
- 15) PROPOSED WORK: Drill XX / Drill deeper \_\_\_\_\_ / Redrill \_\_\_\_\_ / Fracture or stimulate \_\_\_\_\_  
 Plug off old formation \_\_\_\_\_ / Perforate new formation \_\_\_\_\_  
 Other physical change in well (specify) \_\_\_\_\_
- 16) GEOLOGICAL TARGET FORMATION, Devonian Shale
- 17) Estimated depth of completed well, 5000 feet
- 18) Approximate water strata depths: Fresh, \_\_\_\_\_ feet; salt, \_\_\_\_\_ feet.
- 19) Approximate coal seam depths: \_\_\_\_\_ Is coal being mined in the area? Yes \_\_\_\_\_ / No \_\_\_\_\_

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OIL AND GAS DIVISION  
WV DEPARTMENT OF MINES

20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS	
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well			
Conductor										Kinds
Fresh water	<u>8-5/8</u>	<u>k-55</u>	<u>20#</u>	<u>X</u>		<u>970'</u>	<u>970'</u>	<u>cement to surface</u>		<u>NEAT</u>
Coal										Sizes
Intermediate										
Production	<u>4 1/2</u>	<u>j-55</u>	<u>10.5#</u>	<u>X</u>			<u>5000'</u>	<u>500sx</u>		Depths set
Tubing										
Liners										Perforations:
										Top Bottom

- 21) EXTRACTION RIGHTS  
 Check and provide one of the following:  
 Included in the lease or leases or other continuing contract or contracts by which I hold the right to extract oil or gas.  
 The requirement of Code 22-4-1-(c) (1) through (4). (See reverse side for specifics.)
- 22) ROYALTY PROVISIONS  
 Is the right to extract, produce or market the oil or gas based upon a lease or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil or gas so extracted, produced or marketed? Yes  No
- If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-60.
- 23) Required Copies (See reverse side.)

24) Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia.

Notary: Henry B. Nelson  
 My Commission Expires April 6, 1992

Signed: Mark S. Mason  
 Its: Well Administrator

OFFICE USE ONLY

Permit number 47-085-6361 **DRILLING PERMIT** Date March 31 1983

This permit covering the well operator and well location shown below is evidence of permission granted to drill in accordance with the pertinent legal requirements subject to the conditions contained herein and on the reverse hereof. Notification must be given to the District Oil and Gas Inspector. In addition, the well operator or his contractor shall notify the proper district oil and gas inspector 24 hours before actual permitted work has commenced.)

Permit expires December 1, 1983 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>BB</u>	Agent: <u>lo</u>	Plat: <u>[Signature]</u>	Casing: <u>[Signature]</u>	Fee: <u>3836</u>
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Fred B. [Signature]  
 Administrator, Office of Oil and Gas

NOTE: Keep one copy of this permit posted at the drilling location.

Line Item Explanation.

- 1) Date of Application
- 2) Your well name and number
- 3) To be filled out by office of oil & gas
- 4A) "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves underground reservoirs: "Gas" means all natural gas and all other fluid hydrocarbons not defined as oil.
- 4B) "Shallow well" means any well drilled and completed in a formation above the top of the uppermost member of the "Onondaga Group" or a depth less than six thousand feet, whichever is shallower.  
"Deep well" means any well drilled and completed in a formation at or below the top of the uppermost member of the "Onondaga Group" or at a depth less than six thousand feet, whatever is shallower.
- 5) Where well is located
- 6) Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office
- 7) Use separate sheet if necessary
- 8) Present surface owner at time application is filed.
- 9) Optional
- 11) See Reg. 7.01 relating to code §22-4-1k
- 12) "Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine. See Note 24
- 13 & 14) As per §22-4-20; See Note 24
- 15) Work that will be attempted—A separate Form IV-2 shall not be required for fracturing or stimulating a well where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the Form IV-2 filed in connection therewith.
- 16) Anticipated formation for which well will be completed
- 17) Self explanatory
- 18) Depth to deepest freshwater, and shallowest salt water, taken from nearby wells corrected for differences in elevation
- 19) All coal seam depths
- 20) Proposed casing program and cementing refer to Code 22-4-5, 22-4-6, 22-4-7, 22-4-8, 22-4-8a Reg 9.01, 15.01, 15.02, 15.03, 15.04, 25.01, 25.02, 25.03, 25.04
- 21) Code 22-4-11(c) - In lieu of filing the lease or leases or other continuing contract or contracts, the applicant for a permit described herein may file the following:
  - (1) A brief description of the tract of land including the district and county wherein the tract is located;
  - (2) The identification of all parties to all leases or other continuing contractual agreements by which the right to extract, produce or market the oil or gas is claimed;
  - (3) The book and page number wherein each such lease or contract by which the right to extract, produce or market the oil or gas is recorded;
  - (4) A brief description of the royalty provisions of each such lease or contract.
- 22) Code 22-4-11(d) and 22-4-11(e).
- 23) Regulation 7.02 of the Department of Mines provides that the original and four copies of Form IV-2 must be filed with the Department, accompanied by (i) a plat in the form prescribed by Regulation 11, (ii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code §22-4-2, (iii) Form IV-9, "Reclamation Plan", applicable to the reclamation required by Code §22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fee required by Code §22-4-12a, and (v) if applicable, the consent required by Code §22-4-8a from the owner of any water well or dwelling within 200 feet of the proposed well.
- 24) **The above named coal operator, coal owner(s), and coal lessee are hereby notified that any objection they wish to make or are required to make by Code §22-4-3 must be filed with the Department of Mines within fifteen (15) days after the receipt of this Application by the Department.**

The following waiver must be completed by the coal operator and by any coal owner or coal lessee who has recorded a declaration under Code 22-4-20, if the permit is to be issued within fifteen (15) days of receipt thereof.

**WAIVER**

The undersigned coal operator \_\_\_\_\_ / owner \_\_\_\_\_ / lessee \_\_\_\_\_ / of the coal under this well location has examined this proposed well location. If a mine map exists which covers the area of the well location, the well location has been added to the mine map. The undersigned has no objection to the work proposed to be done at this location, provided, the well operator has complied with all applicable requirements of the West Virginia Code and the governing regulations.

Date: \_\_\_\_\_, 19\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_



DATE 7 MARCH, 1983  
WELL NO. H-1393  
API NO. 47 - 085 - 6361

State of West Virginia  
Department of Mines  
Oil and Gas Division  
Construction & Reclamation Plan

COMPANY NAME HAUGHT, INC.  
ADDRESS 4424 EMERSON AVENUE  
PARKERSBURG, W.VA. 26104  
Telephone (304) 424-5075

DESIGNATED AGENT WARREN R. HAUGHT  
ADDRESS 4424 EMERSON AVENUE  
PARKERSBURG, W.VA. 26104  
Telephone (304) 424-5075

LANDOWNER B.F. KERNS

SOIL CONS. DISTRICT LITTLE KANAWHA

Revegetation to be carried out by WARREN R. HAUGHT (Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 3-17-83

(Date)

Garrett Newton  
(SCD Agent)

ACCESS ROAD

LOCATION

Structure see sketch and comment (A)

Structure see comment. (1)

Spacing \_\_\_\_\_

Material \_\_\_\_\_

Page Ref. Manual \_\_\_\_\_

Page Ref. Manual \_\_\_\_\_

Structure \_\_\_\_\_ (B)

Structure \_\_\_\_\_ (2)

Spacing \_\_\_\_\_

Material \_\_\_\_\_

Page Ref. Manual \_\_\_\_\_

Page Ref. Manual \_\_\_\_\_

Structure \_\_\_\_\_ (C)

Structure \_\_\_\_\_ (3)

Spacing \_\_\_\_\_

Material \_\_\_\_\_

Page Ref. Manual \_\_\_\_\_

Page Ref. Manual \_\_\_\_\_

All structures should be inspected regularly and repaired if necessary. All commercial timber is to be cut and stacked and all brush and small timber to be cut and removed from the site before dirt work begins.

REVEGETATION

Treatment Area I

Treatment Area II

Lime \_\_\_\_\_ Tons/acre

Lime \_\_\_\_\_ Tons/acre

or correct to pH 6.5

or correct to pH 6.5

Fertilizer 500 lbs/acre  
(10-20-20 or equivalent)

Fertilizer 500 lbs/acre  
(10-20-20 or equivalent)

Mulch HAY OR STRAW 2 Tons/acre

Mulch HAY OR STRAW 2 Tons/acre

Seed\* ORCHARD GRASS 12 lbs/acre

Seed\* ORCHARD GRASS 12 lbs/acre

LADINO CLOVER 3 lbs/acre

LADINO CLOVER 3 lbs/acre

TIMOTHY 6 lbs/acre

TIMOTHY 6 lbs/acre

BIRDSFOOT TREFOIL 10 lbs/acre

BIRDSFOOT TREFOIL 10 lbs/acre

\*Inoculate all legumes such as vetch, trefoil and clovers with the proper bacterium. Inoculate with 3X recommended amount.

PLAN PREPARED BY WILLIAM R. MOSSOR, L.L.S.

ADDRESS 106 NORTH SPRING STREET

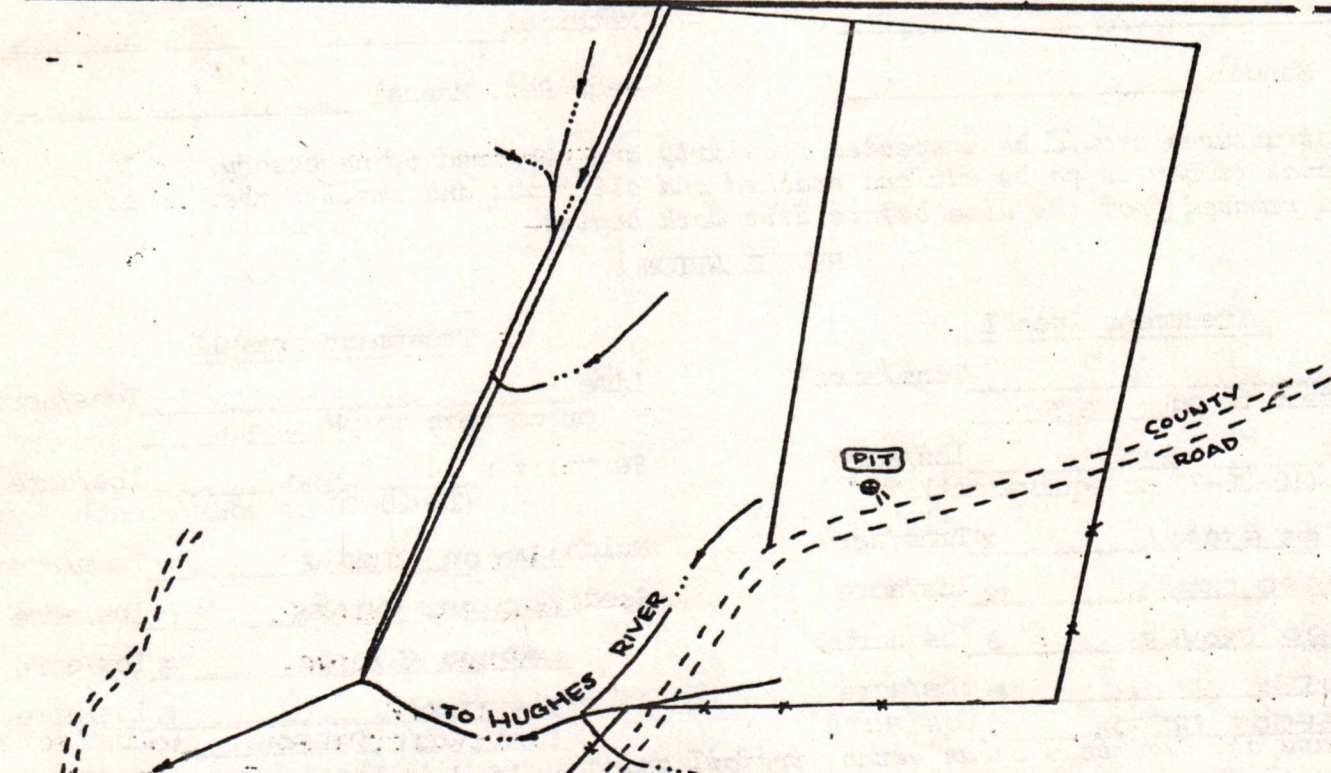
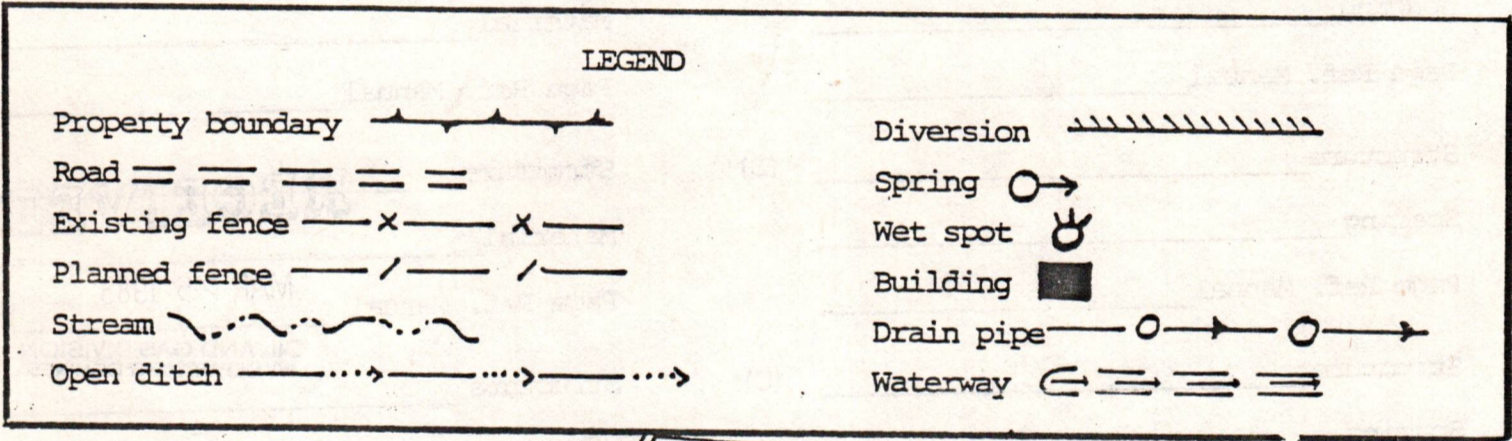
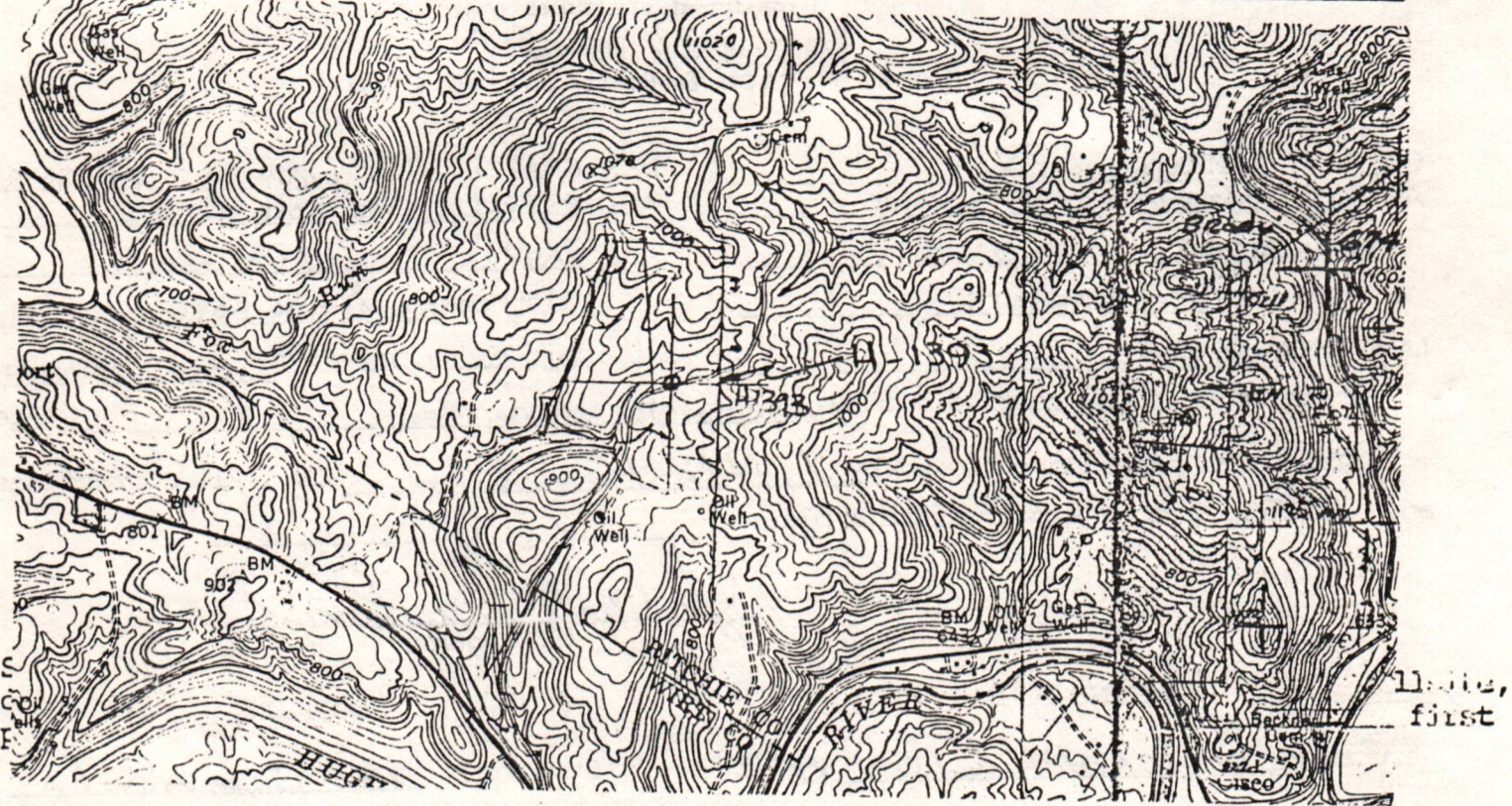
HARRISVILLE, W.VA. 26362

PHONE NO. (304) 643-4572

NOTES: Please request landowners' cooperation to protect new seedling for one growing season. Attach separate sheets as necessary for comments.

ATTACH OR PHOTOCOPY SECTION OF  
INVOLVED TOPOGRAPHIC MAP.  
QUADRANGLE PETROLEUM

LEGEND  
WELL SITE ⊕ ACCESS ROAD —



- Comments:
1. NO ACCESS ROAD NEEDED.
  2. BRUSH TO BE CUT AND PILED AT SITE.
  3. TREES TO BE CUT AND STACKED AT SITE.
  4. LOCATION LOCATED ON FLAT.
  5. NO CUT OR FILL NEEDED.

**COPY**

THIS AGREEMENT, made and entered into the 20th day of March, 1981

by and between Sue W. Davis (widow)

Alice Ann Davis Hewitt & Kenneth L. Hewitt her husband

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1/2 acre

MAR 25 1983

of the first part, hereinafter called the Lessor, and Warren R. Haught

OIL AND GAS DIVISION  
DEPARTMENT OF MINES

, party of the second part, hereinafter called the Lessee.

Witnesseth, That the Lessor in consideration of One Dollar in hand paid by the Lessee, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, hereby grants and warrants generally the title to all the oil and gas in and under, and grants, demises and leases with covenants of quiet possession, and of sole right to convey, all that certain tract of land hereinafter described, for the sole and only purpose of operating for and producing oil and gas, together with the rights of way and servitudes for pipe lines, structures, plants, drips, tanks, stations, telephone, telegraph, and electric power lines, houses for gates, meters and regulators, and all other rights and privileges necessary, incident to, and convenient for the economic operation, including the drilling of wells, of this land for oil and gas, with the right to use free oil, gas and water for such purposes and with the right of removing either during or after the term hereof all and any property and improvements placed or erected on the premises, the right to lay service and sale lines and roadways without additional consideration across the premises from adjoining leases, and the right to place any meter or other mineral sales measuring device on the premises for the purpose of measuring sales to a third party from adjoining leases, by Lessee; also with the right of operating as one entire tract, or subdividing the premises situate in Grant District, Ritchie County, and State of West Virginia, on the waters of Goose Creek, bounded and described as follows:

On the North by lands of C.L. Mason - Hillie B. Cain & Wm. Footty See deed book 91

On the East by lands of R.F. Daubenspeck page 365

On the South by lands of Roberts oil Co. Elizabeth McGee

On the West by lands of C.L. Mason Hillie B. Cain Wm Footty

Containing One hundred & eight (108) acres, more or less,

reserving, however, 200 feet from the \_\_\_\_\_ building \_\_\_\_\_ now on the premises, on

which no well shall be drilled by either party except by mutual consent. 2 years starting from May 5th 1981

To have and to hold unto and for the use of the Lessee for the term of 5 years from this date, and as long thereafter as the said land is operated by the Lessee in the search for or production of oil or gas, with the extension of term by payment of rentals as hereinafter set forth.

IN CONSIDERATION OF THE PREMISES the said Lessee covenants and agrees: 1st — To deliver to the credit of the Lessor, their heirs or assigns, free of cost, in the pipe line to which said Lessee may connect its wells, a royalty of the equal one-eighth (1/8) part of all oil produced and saved from the leased premises; 2nd — To pay the equal one-eighth (1/8) of all money received from sale of gas from each and every gas well drilled on said premises, the product from which is marketed and used off the premises, said payment to be made within sixty days after commencing to market the gas therefrom as aforesaid and to be paid each three months thereafter while the gas from said well or wells is so marketed and used.

Said Lessee shall not be required in any event to increase the rate of said gas well payment or said royalty of oil or the delay rental payments hereinafter provided by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or their predecessors in title or otherwise; and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all delay rental and gas well payments made by the Lessee under this lease, as shall be proportionate to the outstanding title, and payments thereafter to be made for such purposes shall be reduced in the same proportion.

The leased premises may be fully and freely used by the Lessor for farming purposes, excepting such parts as are used by Lessee in operating hereunder.

*Their proportional share 365*

The said Lessee covenants and agrees to pay a rental at the rate of Five dollars per acre per year dollars (\$ \_\_\_\_\_) quarterly in advance, beginning on may 5th 1981 months from this date, until a well is completed, or this lease surrendered; any rental paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same.

All payments hereunder may be directed to the Lessor, or deposited to \_\_\_\_\_ credit or the credit of \_\_\_\_\_ respective heirs or assigns in \_\_\_\_\_, or by check payable and mail to Lessor at \_\_\_\_\_ Post Office, \_\_\_\_\_ County, State of West Virginia, or in any of said methods to \_\_\_\_\_, who is hereby appointed agent to receive and receipt for the same.

Lessor may lay a line to any well producing gas only on said land or to second party's pipe line leading from said well to market, to take gas produced from said well for their own use for heat and light in one dwelling house on said land at Lessor's own risk, subject to the use, operation, pumping and right of abandonment of the well and pipe line by the Lessee; the first two hundred thousand cubic feet of gas so taken in each year shall be free, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for by the Lessor at the current published local rates of the Lessee, and measurement and regulation shall be by meter and regulators set at the tap on the well or line. This privilege is upon condition that the Lessor shall use said gas with economy, in safe and proper pipes and appliances, and shall subscribe to and be bound by reasonable rules and regulations of the Lessee published at such time relating to such use of gas. For the above-mentioned consideration Lessor hereby grants all rights necessary for the proper disposal of produced salt in accord with state and federal regulations and all rights of unitization necessary to secure state drilling permits.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is further agreed that the Lessee shall have the right at any time to surrender this lease, or from time to time any part or parts of the leased land upon the payment of One Dollar (\$1.00) and all amounts due hereunder as to the land so surrendered, and thereafter the Lessee shall be released and discharged from all payments, obligations, covenants and conditions herein contained as to the land so surrendered, and this lease shall thereupon become null and void as to land in respect to which a surrender is made.

The Lessor agrees that the recordation of deed of surrender in the proper County, and deposit in the post office of a check payable as above provided for said last mentioned sum and all amounts then due hereunder, shall be and be accepted as full and legal surrender of Lessee's rights under this lease.

All terms, conditions, limitations and covenants between the parties hereto shall extend to their respective heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)



*This instrument prepared by John R. Bumgardner*

STATE OF GEORGIA  
COUNTY OF FULTON

TO-WIT: I, Daisy M. Currie, a Notary Public in and for said County and State, do certify  
that Alice Ann Davis Hewitt and Kenneth L. Hewitt her  
husband whose name s are signed to the writing above, bearing date the 20th day of March,  
19 81, have this day acknowledged the same before me in my said County.

Given under my hand this 3rd day of April, 1981,  
My Commission expires Notary Public, Georgia State at Large Daisy M. Currie, Notary Public  
My Commission Expires Sept. 12, 1981 (Seal)

STATE OF WEST VIRGINIA  
COUNTY OF Ritchie

TO-WIT: I, Peggy Murphy, a Notary Public in and for said County and State, do certify  
that Sue W. Davis and -----,  
his wife, whose name is signed to the writing above, bearing date the 20th day of March,  
19 81, ha s this day acknowledged the same before me in my said County.

Given under my hand this 10th day of April, 19 81,  
My Commission expires 8/20/86, Peggy Murphy, Notary Public

STATE OF WEST VIRGINIA  
COUNTY OF

TO-WIT: I, \_\_\_\_\_, a Notary Public in and for said County and State, do certify  
that \_\_\_\_\_ and \_\_\_\_\_,  
his wife, whose name \_\_\_\_\_ signed to the writing above, bearing date the \_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_\_, ha \_\_\_\_\_ this day acknowledged the same before me in my said County.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.  
My Commission expires \_\_\_\_\_, \_\_\_\_\_, Notary Public

STATE OF WEST VIRGINIA  
COUNTY OF

TO-WIT: I, \_\_\_\_\_, a Notary Public in and for said County and State, do certify  
that \_\_\_\_\_ and \_\_\_\_\_,  
his wife, whose name \_\_\_\_\_ signed to the writing above, bearing date the \_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_\_, ha \_\_\_\_\_ this day acknowledged the same before me in my said County.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.  
My Commission expires \_\_\_\_\_, \_\_\_\_\_, Notary Public

STATE OF WEST VIRGINIA  
COUNTY OF

TO-WIT: I, \_\_\_\_\_, a Notary Public in and for said County and State, do certify  
that \_\_\_\_\_ and \_\_\_\_\_,  
his wife, whose name \_\_\_\_\_ signed to the writing above, bearing date the \_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_\_, ha \_\_\_\_\_ this day acknowledged the same before me in my said County.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.  
My Commission expires \_\_\_\_\_, \_\_\_\_\_, Notary Public

Rod

# OIL AND GAS LEASE

FROM

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_, 19\_\_

TERM \_\_\_\_\_

No. Acres \_\_\_\_\_

LOCATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DISTRICT \_\_\_\_\_

COUNTY \_\_\_\_\_

Filed and admitted to record in the office  
of the Clerk of the County Commission of Ritchie

County, W. Va. MAY 22 1981

19\_\_ at 9:00 o'clock A.M.

Recorded in the **LEASE** PRINTING — HARRISVILLE, WV

Book No. 136 Page 344

Teste: *Linda B. Massey*  
Clerk

(Form CC No. 3)

STATE OF WEST VIRGINIA

Ritchie County Commission Clerk's Office ----- May 22nd -----, 19 81  
at 9:00 o'clock A. M.

The foregoing writing, with the certificates of acknowledgment thereto, was this day admitted to record in said office.

Teste: *Linda B. Massey*, Clerk



I Eva M. Lambert, of Lawful age, being first duly sworn, upon oath deposes and says:

That affiant was acquainted with the family and near relatives of the said individual and states that

Eva Mae Morris Lambert one and the same as Eva M. Lambert.

Jack Homer Morris one and the same as Jack Morris.

James A. Morris one and the same as James Arthur Morris.

Dorothy Joann Morris Young one and the same as Joann M. Young.

Phillis M. Barnes one and the same as Phillis Morris Hawkins.

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MAR 25 1983

OIL AND GAS DIVISION  
WV DEPARTMENT OF MINES

Eva M. Lambert  
Signature of Affiant

Taken, subscribed and sworn to before me in said County of Ritchie, this 23rd day of February, 1983.

John R. Bumgardner  
Notary Public

My Commission Expires: 9-15-1988

This instrument prepared by Haight, Inc., Parkersburg, WV 26104

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

RECEIVED  
AUG 30 1983

INSPECTOR'S WELL REPORT

Permit No. 085-6361

OIL & GAS DIVISION  
DEPT. OF MINES  
(KIND)

Company Haught's inc

Address \_\_\_\_\_

Farm KERN'S

Well No. H-1393

District \_\_\_\_\_ County Ritchie

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 \_\_\_\_\_ bbla., 1st 24 hrs.

Fresh water \_\_\_\_\_ feet \_\_\_\_\_ feet

Salt water \_\_\_\_\_ feet \_\_\_\_\_ feet

CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Size			
16			Kind of Packer _____
13			
10			Size of _____
8 1/4			
6 1/2			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: Stautas Report.

Visit location to investigate on a land complaint. Operator's o.k., no problems.

8-23-83  
DATE

Mike Underwood  
DISTRICT WELL INSPECTOR

Form 26  
2/16/82

STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES  
OIL AND GAS WELLS DIVISION  
INSPECTOR'S PLUGGING REPORT

Permit No. \_\_\_\_\_ Well No. \_\_\_\_\_

COMPANY \_\_\_\_\_ ADDRESS \_\_\_\_\_

FARM \_\_\_\_\_ DISTRICT \_\_\_\_\_ COUNTY \_\_\_\_\_

Filling Material Used \_\_\_\_\_

Liner			Location	Amount	Packer	Location		
PLUGS USED AND DEPTH PLACED			BRIDGES			CASING AND TUBING		
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION			RECOVERED	SIZE	LOST

Drillers' Names \_\_\_\_\_

Remarks: \_\_\_\_\_

*Handwritten notes:*  
...  
...  
...  
...  
...

\_\_\_\_\_ I hereby certify I visited the above well on this date.  
DATE

STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION  
FINAL INSPECTION REQUEST  
INSPECTOR'S COMPLIANCE REPORT

RECEIVED  
 DEPARTMENT OF ENERGY  
 OIL AND GAS

MAY 14 1986

Permit No. 47-085-6361 (3-31-83) County RITCHIE  
 Company HAUGHT, INC Farm ~~HAUGHT~~ KERNS  
 Inspector SAMUEL HERSMAN Well No. H-1393  
 Date 5-5-86

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	_____	_____
23.02	Maintained Access Roads	_____	_____
25.01	Necessary Equipment to prevent Waste	_____	_____
23.03	Reclaimed Drilling Site	_____	_____
23.04	Reclaimed Drilling Pits	_____	_____
23.05	No surface or underground Pollution	_____	_____
7.03	Identification Markings	_____	_____

*PLEASE CANCEL*

COMMENTS: Please cancel permit  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I have inspected the above well and (HAVE/HAVE NOT) found it to be in compliance with all of the rules and regulations of the Office of Oil and Gas Department of Mines of the State of West Virginia.

SIGNED: Samuel W. Hersman  
 DATE: 5-5-86



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

ARCH A. MOORE, JR.  
 Governor

John Johnston  
 Director

May 16, 1986

Haught, Incorporated  
 4424 Emerson Avenue  
 Parkersburg, West Virginia 26104

In Re: Permit No: 47-085-6361  
 Farm: B. F. Kerns  
 Well NO: H-1393  
 District: Grant  
 County: Ritchie  
 Issued: 3-31-83

Gentlemen:

The FINAL INSPECTION REPORT for the above captioned well has been received in this office. ONLY the Column checked below applies:

XXXX The well designated by the above captioned permit number has been released under your Blanket Bond.

Please return the enclosed cancelled single bond which covered the well designated by the above captioned permit number to the surety company that executed said bond in your behalf, in order that they may give you credit on their records.

Your well record was received and reclamation requirements approved. In accordance with Chapter 22B, Article 1, Section 26, the above captioned well will remain under bond coverage for life of the well.

XXXX PERMIT CANCELLED - NEVER DRILLED

Respectively,

Theodore M. Streit  
 Deputy Director--Inspection & Enforcement

TMS/ nw

THIS AGREEMENT, made and entered into the 13th day of May, 1981  
by and between 1/2 ogm Robert Morris III & Alyne Morris, His wife, Jack & Leonatine M. Morris,  
his wife, Phyllis M. Barnes & Robert Barnes, her husband, Joann M. Young & William Young,  
her husband, Eva M. Lambert & Joe L. Lambert, her husband, James A. & Peggy L. Morris,  
his wife

of the first part, hereinafter called the Lessor, and Warren R. Haught  
\_\_\_\_\_, party of the second part, hereinafter called the Lessee.

Witnesseth, That the Lessor in consideration of One Dollar in hand paid by the Lessee, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, hereby grants and warrants generally the title to all the oil and gas in and under, and grants, demises and leases with covenants of quiet possession, and of sole right to convey, all that certain tract of land hereinafter described, for the sole and only purpose of operating for and producing oil and gas, together with the rights of way and servitudes for pipe lines, structures, plants, drips, tanks, stations, telephone, telegraph, and electric power lines, houses for gates, meters and regulators, and all other rights and privileges necessary, incident to, and convenient for the economic operation, including the drilling of wells, of this land for oil and gas, with the right to use free oil, gas and water for such purposes and with the right of removing either during or after the term hereof all and any property and improvements placed or erected on the premises, the right to lay service and sale lines and roadways without additional consideration across the premises from adjoining leases, and the right to place any meter or other mineral sales measuring device on the premises for the purpose of measuring sales to a third party from adjoining leases, by Lessee; also with the right of operating as one entire tract, or subdividing the premises situate in Grant District, Ritchie County, and State of West Virginia, on the waters of \_\_\_\_\_, bounded and described as follows:

On the North by lands of C.L. Mason, Lillie B. Cain & Wm. Foutty  
On the East by lands of A. F. Daubenapea  
On the South by lands of Roberts Oil Co., Elizabeth McGee  
On the West by lands of C.L. Mason, Lillie B. Cain, Wm. Foutty  
Containing One Hundred Eight (108) acres, more or less,  
reserving, however, 200 feet from the \_\_\_\_\_ building \_\_\_\_\_ now on the premises, on which no well shall be drilled by either party except by mutual consent.

To have and to hold unto and for the use of the Lessee for the term of 2 years from date of latest acknowledgement thereon ~~5 years from this date~~, and as long thereafter as the said land is operated by the Lessee in the search for or production of oil or gas, with the extension of term by payment of rentals as hereinafter set forth.

IN CONSIDERATION OF THE PREMISES the said Lessee covenants and agrees: 1st — To deliver to the credit of the Lessor, Their heirs or assigns, free of cost, in the pipe line to which said Lessee may connect its wells, a royalty of the equal of one-eighth (1/8) part, or their proportional share of 1/8, of all oil produced and saved from the leased premises; 2nd — To pay the equal of one-eighth (1/8), or their proportional share of 1/8, of all money received from sale of gas from each and every gas well drilled on said premises, the product from which is marketed and used off the premises, said payment to be made within sixty days after commencing to market the gas therefrom as aforesaid and to be paid each three months thereafter while the gas from said well or wells is so marketed and used.

Said Lessee shall not be required in any event to increase the rate of said gas well payment or said royalty of oil or the delay rental payments hereinafter provided by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or Their predecessors in title or otherwise; and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all delay rental and gas well payments made by the Lessee under this lease, as shall be proportionate to the outstanding title, and payments thereafter to be made for such purposes shall be reduced in the same proportion.

The leased premises may be fully and freely used by the Lessor for farming purposes, excepting such parts as are used by Lessee in operating hereunder.

The said Lessee covenants and agrees to pay a rental at the rate of Five Dollars per acre Their proportional share  
per year \_\_\_\_\_ dollars (\$ \_\_\_\_\_) quarterly in advance, beginning in \_\_\_\_\_ on date of Tates  
hereon \_\_\_\_\_ months from this date, until a well is completed, or this lease surrendered; any rental  
paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same.

All payments hereunder may be directed to the Lessor, or deposited to \_\_\_\_\_ credit or the credit  
of \_\_\_\_\_ respective heirs or assigns in \_\_\_\_\_  
or by check payable and mail to Eva Mae Lambert at 715 Fox Area  
Post Office, Harrisonville 24362 County, State of West Virginia, or in any of said methods to  
Eva Mae Lambert, who is hereby appointed agent to receive and receipt for the same.

Lessor may lay a line to any well producing gas only on said land or to second party's pipe line leading from  
said well to market, to take gas produced from said well for \_\_\_\_\_ their \_\_\_\_\_ own use for heat and light  
in one dwelling house on said land at Lessor's own risk, subject to the use, operation, pumping and right of abandon-  
ment of the well and pipe line by the Lessee; the first two hundred thousand cubic feet of gas so taken in each  
year shall be free, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for by  
the Lessor at the current published local rates of the Lessee, and measurement and regulation shall be by meter and  
regulators set at the tap on the well or line. This privilege is upon condition that the Lessor shall use said gas with  
economy, in safe and proper pipes and appliances, and shall subscribe to and be bound by reasonable rules and reg-  
ulations of the Lessee published at such time relating to such use of gas. For the above-mentioned consideration Lessor  
hereby grants all rights necessary for the proper disposal of produced salt in accord with state and federal regulations and  
all rights of unitization necessary to secure state drilling permits.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is further agreed that the Lessee shall have the right at any time to surrender this lease, or from time to time  
any part or parts of the leased land upon the payment of One Dollar (\$1.00) and all amounts due hereunder as to  
the land so surrendered, and thereafter the Lessee shall be released and discharged from all payments, obligations,  
covenants and conditions herein contained as to the land so surrendered, and this lease shall thereupon become  
null and void as to land in respect to which a surrender is made.

The Lessor agrees that the recordation of deed of surrender in the proper County, and deposit in the post of-  
fice of a check payable as above provided for said last mentioned sum and all amounts then due hereunder, shall  
be and be accepted as full and legal surrender of Lessee's rights under this lease.

All terms, conditions, limitations and covenants between the parties hereto shall extend to their respective  
heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF the parties to this agreement have hereunto set their hands and seals the day and  
year first above written.

Witness:  
Darsha F. Carter  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Robert Morris Alyne Morris (Seal)  
Jack H. Morris - Louise Morris (Seal)  
Phyllis M. Barner Lelia T. Barner (Seal)  
J. M. Crown William C. Young (Seal)  
Eva Mae Lambert W. H. Lambert (Seal)  
J. A. Morris Peggy L. Morris (Seal)

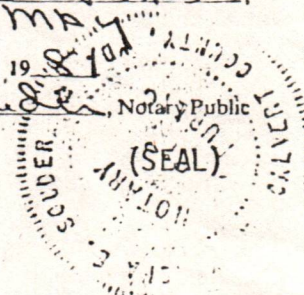
Signed: \_\_\_\_\_

NOTARY OF STATE OF MARYLAND

~~STATE OF WEST VIRGINIA~~

COUNTY OF Calvert

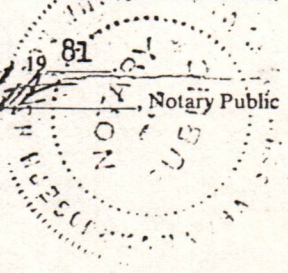
TO-WIT: I, Marsha E. Souder, a Notary Public in and for said County and State, do certify that Robert Morris III and Alyne Morris his wife, whose name is signed to the writing above, bearing date the 25th day of Oct. 19 81, have this day acknowledged the same before me in my said County. Given under my hand this 25th day of Oct., 19 81. My Commission expires July 1, 1982. Marsha E. Souder, Notary Public



STATE OF WEST VIRGINIA

COUNTY OF Kanawha

TO-WIT: I, Joseph Henson Whitten, a Notary Public in and for said County and State, do certify that Joann M. Young and William Young (Her Husband) whose names are signed to the writing above, bearing date the 13th day of May 19 81, have this day acknowledged the same before me in my said County. Given under my hand this Nov. 4 day of November, 19 81. My Commission expires 27th June 1983. Joseph Henson Whitten, Notary Public



NOTARY OF STATE OF IDAHO

~~STATE OF WEST VIRGINIA~~

COUNTY OF Franklin

TO-WIT: I, Ross S. Rasmussen, a Notary Public in and for said County and State, do certify that Phyllis M. Barnes and Robert Barnes (Her husband) whose name s signed to the writing above, bearing date the 13th day of May 19 81, have this day acknowledged the same before me in my said County. Given under my hand this 30th day of November, 19 81. My Commission expires Lifetime. Ross S. Rasmussen, Notary Public

(SEAL)

STATE OF WEST VIRGINIA

COUNTY OF Ritchie

TO-WIT: I, John R. Burgardner, a Notary Public in and for said County and State, do certify that Jack H. Morris - James A. Morris and Leondine Morris - Peggy J. Morris his wives whose names are signed to the writing above, bearing date the 13th day of May 19 81, have this day acknowledged the same before me in my said County. Given under my hand this 10th day of October, 19 81. My Commission expires 9-15-1988. John R. Burgardner, Notary Public

STATE OF WEST VIRGINIA

COUNTY OF Ritchie

TO-WIT: I, Shirley Grimm, a Notary Public in and for said County and State, do certify that Eva May Lambert and Joe L. Lambert her husband whose names are signed to the writing above, bearing date the 13th day of May 19 81, have this day acknowledged the same before me in my said County. Given under my hand this 5th day of October, 19 81. My Commission expires June 10, 1984. Shirley Grimm, Notary Public



OIL AND GAS LEASE

FROM

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_, 19\_\_\_\_

TERM \_\_\_\_\_

No. Acres \_\_\_\_\_

LOCATION

DISTRICT \_\_\_\_\_

COUNTY \_\_\_\_\_

\_\_\_\_\_

Filed and admitted to record in the office  
of the Clerk of the County Commission of Ritchie  
County, W. Va. DEC 16 1981

19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ A. M.

Recorded in \_\_\_\_\_

Book No. 140 GAZETTE PRINTING HARRISVILLE, WV

Tested Linda B. May  
Clerk

(Form CC No. 3)

STATE OF WEST VIRGINIA,

Ritchie County Commission Clerk's Office

December 16th  
at 9:00 o'clock A. M., 19 81.

The foregoing writing, with the certificates of acknowledgment thereto, was this day admitted to record in said office.

Teste: Linda B. May, Clerk

Eva M. Lambert, of Lawful age, being first duly sworn, upon oath deposes and says:

That affiant was acquainted with the family and near relatives of the said individual and states that

Eva Mae Morris Lambert one and the same as Eva M. Lambert.

Jack Homer Morris one and the same as Jack Morris.

James A. Morris one and the same as James Arthur Morris.

Dorothy Joann Morris Young one and the same as Joann M. Young.

Phillis M. Barnes one and the same as Phillis Morris Hawkins.

Eva M. Lambert  
Signature of Affiant

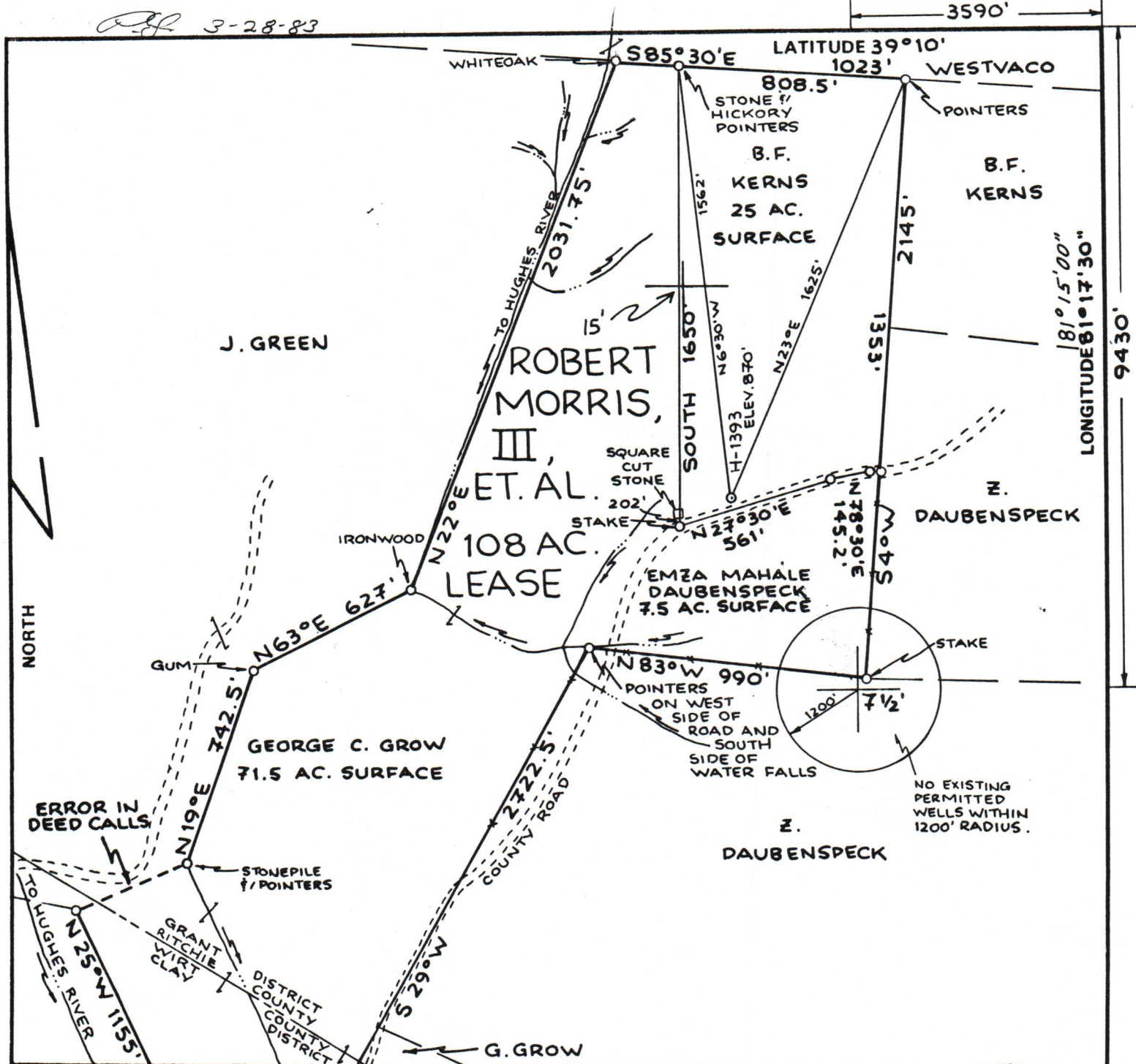
Taken, subscribed and sworn to before me in said County of Ritchie, this 23rd day of February, 1983.

John R. Bunting  
Notary Public

My Commission Expires: 9-15-1988

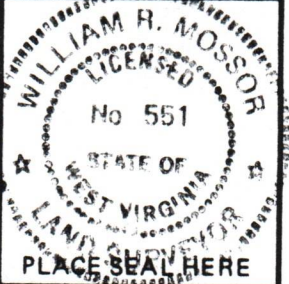
This instrument prepared by Haight, Inc., Parkersburg, WV 26104

3-28-83



FILE NO. \_\_\_\_\_  
 DRAWING NO. \_\_\_\_\_  
 SCALE **1"=500'**  
 MINIMUM DEGREE OF ACCURACY **1:200**  
 PROVEN SOURCE OF ELEVATION **RD. INT. ELEV. 648'**

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) William R. Mossor  
 R.P.E. \_\_\_\_\_ L.L.S. **551**



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



STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION

DATE **7 MARCH**, 19 **83**  
 OPERATOR'S WELL NO. **H-1393**  
 API WELL NO. \_\_\_\_\_  
**47** - **085** - **6361**  
 STATE COUNTY PERMIT

*Cancelled*

WELL TYPE: OIL  GAS  LIQUID INJECTION \_\_\_\_\_ WASTE DISPOSAL \_\_\_\_\_  
 (IF "GAS,") PRODUCTION  STORAGE \_\_\_\_\_ DEEP \_\_\_\_\_ SHALLOW   
 LOCATION: ELEVATION **870'** WATER SHED **HUGHES RIVER**  
 DISTRICT **GRANT** COUNTY **RITCHIE**  
 QUADRANGLE **PETROLEUM 7 1/2' QUAD.**  
 SURFACE OWNER **B.F. KERNS** ACREAGE **25**  
 OIL & GAS ROYALTY OWNER **ROBERT MORRIS, III, ET AL.** LEASE ACREAGE **108**  
 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 **LOWER DEVONIAN SHALE** ESTIMATED DEPTH **4500'**  
 WELL OPERATOR **HAUGHT, INC.** DESIGNATED AGENT **WARREN R. HAUGHT**  
 ADDRESS **4424 EMERSON AVENUE** ADDRESS **4424 EMERSON AVENUE**  
**PARKERSBURG, W. VA. 26104** **PARKERSBURG, W. VA. 26104**