

A-1



1) Date: March 14, 1983  
2) Operator's Well No. Fitzsimmons #2  
3) API Well No. 47 103 1281  
State County Permit

DRILLING CONTRACTOR:

Not Known at Present

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

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil      / Gas X /  
B (If "Gas", Production X / Underground storage      / Deep      / Shallow X /)
- 5) LOCATION: Elevation: 1342.4 Watershed: Doolin Run and a branch of Long Run  
District: Proctor and Magnolia County: Wetzel Quadrangle: New Martinsville 7.5
- 6) WELL OPERATOR Haddad & Brooks, Inc. 11) DESIGNATED AGENT Henry N. Parsons  
Address 905 Washington Rd., P.O. Box 714 Address 121 Glenview Drive  
Washington, PA 15301-1153 New Martinsville, WV 26155
- 7) OIL & GAS ROYALTY OWNER Virchie Fitzsimmons 12) COAL OPERATOR       
Address Route 7 Box 89 Address       
New Martinsville, WV 26155  
Acreage 187
- 8) SURFACE OWNER Virchie Fitzsimmons, et al 13) COAL OWNER(S) WITH DECLARATION ON RECORD:  
Name State of West Virginia, Auditor  
Address State Capital Building  
Charleston, WV 25305  
Name       
Address
- 9) FIELD SALE (IF MADE) TO: 14) COAL LESSEE WITH DECLARATION ON RECORD:  
Name       
Address
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED  
Name Robert A. Lowther  
Address General Delivery  
Middlebourne, WV 26149
- 15) PROPOSED WORK: Drill X / Drill deeper      / Redrill      / Fracture or stimulate X /  
Plug off old formation      / Perforate new formation      /  
Other physical change in well (specify)
- 16) GEOLOGICAL TARGET FORMATION, Warren  
17) Estimated depth of completed well, 4100 feet  
18) Approximate water strata depths: Fresh, 200, 1300 feet; salt, 1890 feet.  
19) Approximate coal seam depths: 1040, 1140 Is coal being mined in the area? Yes      / No X /

RECEIVED

MAR 17 1983

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	11 3/4"					60'	60'	35 sacks	Kinds
Fresh water									
Coal									Sizes
Intermediate	8 5/8"					1210'	1210'	330 sacks	<u>NEAT</u>
Production	4 1/2"					4100'	4100'	380 sacks or as required by Rule 15	Depths set
Tubing									
Liners									Perforations:
									Top Bottom

21) EXTRACTION RIGHTS

- Check and provide one of the following:  
 Included is 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: Kathrynann Wells  
My Commission Expires 5-25-85

Signed: S. L. Brooks  
Its: Executive Vice President

OFFICE USE ONLY

DRILLING PERMIT

Permit number 47-103-1281 XXXXXX April 1, 1983  
Date 09/08/2023

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. (Refer to No. 10) Prior to the construction of roads, locations and pits for any permitted work. 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>[Signature]</u>	Plat: <u>[Signature]</u>	Casing: <u>[Signature]</u>	Fee: <u>261</u>
-----------------	---------------------------	--------------------------	----------------------------	-----------------

Administrator, Office of Oil and Gas

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

09/08/2023

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 2/7/83  
WELL NO. Fitzsimmons #2  
API NO. 47-103-1281

State of West Virginia  
Department of Mines  
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Haddad & Brooks, Inc.  
Address 905 Washington Road  
Washington, PA 15301-1153  
Telephone 412-228-8811

DESIGNATED AGENT Henry M. Parsons  
Address 121 Glenview Drive, New Martinsville  
WV 26155  
Telephone 304-455-3472

LANDOWNER Howard L. & Clyde Fitzsimmons & Helen M. Goddard

SOIL CONS. DISTRICT Upper Ohio

Revegetation to be carried out by Haddad & Brooks, Inc. (Agent)

This plan has been reviewed by Upper Ohio SCD. All corrections and additions become a part of this plan:  
2/23/83 (Date)  
Kenneth R. Mason (SCD Agent)

ACCESS ROAD

LOCATION

Structure Culvert (A)  
Spacing 15" min. I.D.  
Page Ref. Manual 2-7

Structure Drilling Pit. (1)  
Material Earthen (plastic lined)  
Page Ref. Manual N/A

Structure \_\_\_\_\_ (B)  
Spacing \_\_\_\_\_  
Page Ref. Manual \_\_\_\_\_

Structure \_\_\_\_\_  
Material \_\_\_\_\_  
Page Ref. Manual \_\_\_\_\_

RECEIVED

MAR 17 1983  
OIL AND GAS DIVISION  
WV DEPARTMENT OF MINES

Structure \_\_\_\_\_ (C)  
Spacing \_\_\_\_\_  
Page Ref. Manual \_\_\_\_\_

Structure \_\_\_\_\_ (3)  
Material \_\_\_\_\_  
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  
or correct to pH 6.5  
Fertilizer 600 lbs/acre  
(10-20-20 or equivalent)  
Mulch (Hay) 2 Tons/acre  
Seed\* Annual Rye Grass 30 lbs/acre  
Ky 31 Tall Fescue 40 lbs/acre  
Red Clover 8 lbs/acre

Lime \_\_\_\_\_ Tons/acre  
or correct to pH 6.5  
Fertilizer 600 lbs/acre  
(10-20-20 or equivalent)  
Mulch (Hay) 2 Tons/acre  
Seed\* Annual Rye Grass 30 lbs/acre  
Ky 31 Tall Fescue 40 lbs/acre  
Red Clover 8 lbs/acre

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

PLAN PREPARED BY Clarence E. Matthews  
ADDRESS 905 Washington Rd., P.O. Box 714  
Washington, PA 15301-1153  
PHONE NO. 412-228-8811

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

09/08/2023



**OIL and GAS LEASE**

THIS AGREEMENT, made and entered into this 26th day of June A.D. 1978, by and between Ray Fitzsimmons, Archie Fitzsimmons, husband and wife, of St. 7 Box 22, Evansville, West Va. 26155

hereinafter called Lessor, and Libbey Chemical Corp; 1000 Lincoln Parkway West, Fittsboro, N.C. 27205 hereinafter called Lessee; WITNESSETH THAT:

1. Lessor for and in consideration of the sum of one dollar and other valuable consideration, receipt of which is hereby acknowledged, and the covenants and agreements herein contained, does hereby grant, demise, lease and let exclusively unto Lessee the lands hereinafter described for the purposes of exploring, drilling and operating for, producing, storing, removing and marketing oil and gas, or either of them, and/or their constituents, injecting air, gas, water, brine and other substances from whatever source into any subsurface strata, except potable water strata and workable coal strata, together with exclusive rights to enter into, in, on and upon said lands at all times for the aforesaid purposes and to possess, use and occupy portions of said lands as may be necessary or convenient for the aforesaid purposes, and to install and maintain lines to transport oil, gas, water and electricity, whether produced on said lands or other lands, from, to, over and across said lands, said lands being all of that tract of land situated in Lot/Section \_\_\_\_\_

Township District of Wetzel County of Wetzel State of West Va. 63ac1st. tract, ----- Ken. Powell ----- 124ac. ----- 2nd. tract, joining

On the north by the lands of Colman Hall, D. Carrol. -- Wallace Dunlap, E. Young.  
On the east by the lands of Ken. Powell, Wallace Dunlap. -- E. Young, Harry Larimore.  
On the south by the lands of Ray Fitzsimmons, Ilda Egg. -- Harry Larimore  
On the west by the lands of Thomas Whaney, V. Nassig. -- Harry Larimore, Ilda Egg.

containing One hundred eighty seven ac. 2 tracts 187.00 acres, more or less, it being the intent of the foregoing to describe and include for the purposes of this lease all of the lands owned by Lessor in said Township or District.

2. Subject to other provisions herein contained, this lease shall remain in force for a term of ten (10) years (primary term) and so much longer thereafter as oil and gas, or either of them, and/or their constituents, is produced in paying quantities, in the judgment of Lessee, from the premises described above or other operations as herein provided are maintained on said premises (extended term); provided, however, that if at the termination of said term, primary or extended, there is a well on the leased premises being drilled, deepened, reworked or plugged back in search for production, then this lease shall continue in force for as long as drilling, deepening, reworking or plugging back is carried on with reasonable diligence and so much longer thereafter as oil and gas, or either of them, and/or their constituents, is found in paying quantities, in the judgment of Lessee, or other operations as herein provided are maintained on said premises.

3. In consideration of the premises, Lessee covenants and agrees to deliver to the credit of Lessor, free of cost, in tanks or pipeline, one-eighth (1/8) of the oil produced and saved from the premises and to pay Lessor the field market price for one-eighth (1/8) of the gas, except storage gas, produced and marketed from the premises. If gas is not sold from a gas well on the premises which is shut in because of the lack of an acceptable market, Lessee may pay to Lessor, as shut in gas royalty, \$50.00 per year, payable at the end of each year so shut in, and said well shall be considered a producing well within the meaning of paragraph 2, above.

4. If no well is commenced on said premises within One year. from this date, this lease shall terminate unless Lessee shall pay to Lessor a delay rental of One Hundred Eighty Seven Dollars.

Dollars (\$ 187.00 ) each year thereafter, payable in advance annually, semi-annually or quarterly at the option of Lessee, until a well is commenced or this lease surrendered; but the completion of a well on said premises unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rental for a period of one year thereafter, at which time Lessee may resume payments of delay rentals. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable; provided, however, that in the event Lessee fails to pay the delay rentals as herein provided, and the within Lease terminates by reason thereof, Lessor shall notify Lessee by certified mail of said nonpayment of rentals, and Lessee may, at its option, reinstate the within Lease by payment of the rentals due within fifteen (15) days after receipt of said notice by Lessee.

5. No well shall be drilled within two hundred feet of any barn or dwelling now existing without the written consent of Lessor. Lessee shall bury all permanent pipelines below plow depth, when so requested by Lessor, and pay all damage to growing crops caused by operations under this lease; said damage, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Lessor, one by Lessee and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

6. Lessor may lay a line to any well on said premises and take gas produced from said well for use for light and heat in one dwelling house on said premises at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee. The first two hundred thousand (200,000) cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand (200,000) cubic feet taken each year shall be paid for at the current published rates at the town nearest the premises above described and the measurements and regulations shall be by meter and regulators set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of Lessee relating to the use of free gas.

7. Lessee shall have the exclusive rights (called storage rights) to use any well which may be located on the leased premises and any stratum or strata underlying the surface of the above described lands (except potable water strata and workable coal strata) for the purposes of injecting, storing, holding in storage and removing any kind of gas from whatever source obtained; and Lessee may, for these purposes, re-open and restore to operation any and all abandoned wells on said premises or drill new wells thereon. It is understood that a well need not be located on the leased premises to permit storage of gas. Lessee shall be the sole judge as to whether gas is being stored within the leased premises, and Lessee's determination in respect thereto shall be final and conclusive. As full compensation for storage rights herein granted and in lieu of all delay rentals or royalties due, or to become due, on the production or removal of stored gas from the leased premises, Lessee agrees to pay Lessor an annual rental of \$1.00 per acre commencing with the date of first utilization of any such stratum or strata for gas storage purposes and for as long thereafter as any such stratum or strata be so utilized, such annual rental to be paid within three months after the commencement of each annual period of utilization for storage purposes. Lessee further agrees to pay Lessor as liquidated damages for the drilling, operation and maintenance of each well on the leased premises which is utilized for the storage of gas, as well as for the necessary or useful surface rights and privileges relating thereto, for the entire term of this agreement, the sum of \$100.00 payable in one sum within three months after each well now existing or hereafter drilled upon the leased premises is so utilized. Lessee agrees to give Lessor written notice of the use of the leased premises for gas storage purposes and of the use of any well drilled thereon for gas storage purposes. In the event any stratum or strata utilized for gas storage purposes contains an economically recoverable reserve of native gas, Lessee agrees to compensate Lessor for his royalty on such gas at the prevailing well-head market price in the vicinity at the time Lessee gives notice of use of the premises for gas storage purposes for gas of comparable quality, the volume of such gas to be based on an estimate of such reserves by accepted geological methods.

8. Lessor hereby grants to Lessee the right to consolidate the leased premises or any part or parts thereof with other lands to form an oil development unit of not more than one hundred and sixty acres or gas development unit of not more than six hundred and forty acres for the purpose of drilling a well thereon, but Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located on the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease, to the same effect as if all the lands comprising said unit were described in and subject to this lease. Lessor, however, agrees to accept, in lieu of the 1/8 oil and gas royalty or shut in gas royalty hereinbefore provided, that proportion of such 1/8 royalty or shut in gas royalty which Lessor's acreage in the development unit bears to the total number of acres in said development unit; and Lessor further agrees that only the owner of the lands on which the development unit well is located may take gas for use in one dwelling house as hereinbefore provided.

9. The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration for all the rights herein granted to Lessee and the further right of drilling or not drilling on the leased premises, whether to offset producing or gas storage wells on adjacent or adjoining lands or otherwise as Lessee may elect, regardless of the purposes for which the leased premises are used hereunder.

10. Lessor hereby warrants and agrees to defend the title to the lands herein described; Lessor further agrees that Lessee shall have the right at any time to pay for Lessor any mortgage, tax or any other lien or encumbrance which in any manner, in the reasonable judgement of Lessee, affects, may affect or may appear to affect Lessee's interest in the lands described or rights or privileges under this lease and be subrogated in full to all rights of the holder thereof, and such payments made by Lessee for Lessor may be deducted from any monies which may become due Lessor under this Lease. Should it be determined that Lessor

69/08/2023

RECEIVED

MAR 17 1983

OIL AND GAS DIVISION WV DEPARTMENT OF MINES

owns less than the entire interest in the tract described above, Lessor shall receive only that portion of the rentals and royalties hereinafore provided which Lessor's interest bears to the entire interest.

11. Payments of all monies due under this lease may be made by cash or check to Ray Fitzsimmons Box 7, New Martinsville, W. Va. and mailed or delivered to Ray Fitzsimmons Box 7, New Martinsville, W. Va. 1/2 to Verchie Fitzsimmons. The above address, for both.

change in ownership of the land or assignment of rentals or royalties shall be binding on Lessee until after Lessee has been furnished with a written notice thereof and a certified copy of the deed of conveyance or other documents as proof to enable Lessee to identify the land conveyed as being all or part of the leased premises and Lessee shall then apportion all payments hereunder, in case of any division, according to acreage. The privilege of assignment in whole or in part is expressly allowed to Lessor and Lessee.

12. Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas and water from the premises, except water from the wells of Lessor, to conduct operations, and the right at any time to remove any tubing, casing, pipe, machinery, fixtures and other equipment placed on the premises by Lessee.

13. At any time, Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor or by placing the surrender thereof on record in the proper county, either of which shall be full and legal surrender of this lease as to all the leased premises or such portion thereof as said surrender shall indicate and shall be a cancellation of all liabilities under same of each and all parties hereto to the extent indicated on the surrender, and the acreage rental hereinafore provided shall be reduced in proportion to the acreage surrendered.

This lease and all the provisions thereof shall be applicable to and binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals. Signed and acknowledged in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Ray Fitzsimmons  
Ray Fitzsimmons  
Verchie Fitzsimmons  
Verchie Fitzsimmons

STATE OF West Virginia }  
County of Wetzel } ss. On this 27 day of June A.D. 19 75  
before me, a Notary Public in and for said County and State, personally appeared before me in said County and State the above named Ray Fitzsimmons and Verchie Fitzsimmons

\_\_\_\_\_, known to me (or satisfactorily proven) to be the person 8 whose name 8 subscribed to the within instrument and acknowledged before me that they did execute the same for the purposes therein contained and that the same is their free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at New Martinsville, W. Va. the 07 day and year aforesaid. My commission expires June 13, 1983

Rozel Woods (Seal)  
Notary Public

STATE OF WEST VIRGINIA }  
County of \_\_\_\_\_ } ss. I, \_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_ do hereby certify that \_\_\_\_\_ whose name \_\_\_\_\_ signed to the writing above bearing the date of \_\_\_\_\_ 19 \_\_\_\_, ha \_\_\_\_ this day acknowledged same before me in my said County and State aforesaid. Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ My commission expires \_\_\_\_\_

RECEIVED

MAR 17 1983

OIL AND GAS DIVISION WV DEPARTMENT OF MINES

\_\_\_\_\_  
Notary Public (Seal)

This instrument was prepared by: John L. Hunter, Bethel Park, Pa. 15102

STATE OF WEST VIRGINIA, COUNTY OF WETZEL, TO-WIT:  
OFFICE OF THE CLERK OF THE COUNTY COURT OF WETZEL COUNTY.  
The foregoing paper writing was this day July 26, 1975, at 9:43 A.M. presented for record in my office, and thereupon, together with the certificate thereto annexed, is admitted to record.

09/08/2023

Teste: Pearl Jew Clerk,

County Court of Wetzel County

Block	SS#	Date	Acres	LOC	Rec'd	R	Books	Afe
-------	-----	------	-------	-----	-------	---	-------	-----

B-11

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

RECEIVED  
DEC 6 - 1983

OIL & GAS DIVISION  
DEPT. OF MINES

Permit No. 103-1281  
Company Haddad & Brooks  
Inspector \_\_\_\_\_  
Date \_\_\_\_\_

County Wetzel  
Farm Veighel Fitzsimmons  
Well No. 2

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	_____	_____

COMMENTS: please cancel this permit as  
no on site work has started

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: R.A. Louther  
DATE: 12-2-83

09/08/2023

B-12



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

WALTER N. MILLER  
DIRECTOR

THEODORE M. STREIT  
ADMINISTRATOR

December 8, 1983

Haddad and Brooks, Inc.  
905 Washington Road  
P. O. Box 714  
Washington, PA 15301-1153

In Re: PERMIT NO: 103-1281  
FARM: Howard L. Fitzsimmons  
WELL NO: 2  
DISTRICT: Proctor & Magnolia  
COUNTY Wetzel

Gentlemen:

The FINAL INSPECTION REPORT for the above described well has been received in this office. Only the column check below applies:

XXXXXX The well designated by the above permit number has been released under your Blanket Bond. (Permit Cancelled - Never Drilled.)

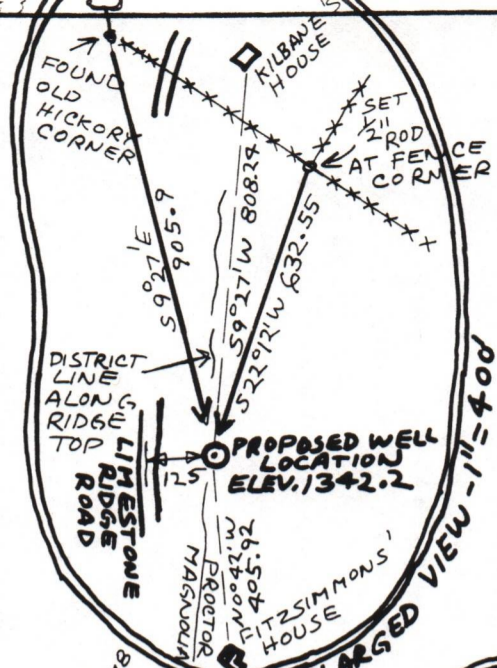
\_\_\_\_\_ Please return the enclosed cancelled single bond which covered the well designated by the above permit number to the surety company who executed said bond in your behalf, in order that they may give you credit on their records.

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

Very truly yours,

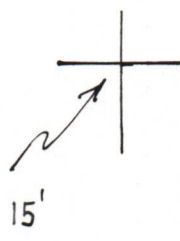
Theodore M. Streit, Administrator  
Office of Oil & Gas-Dept. Mines





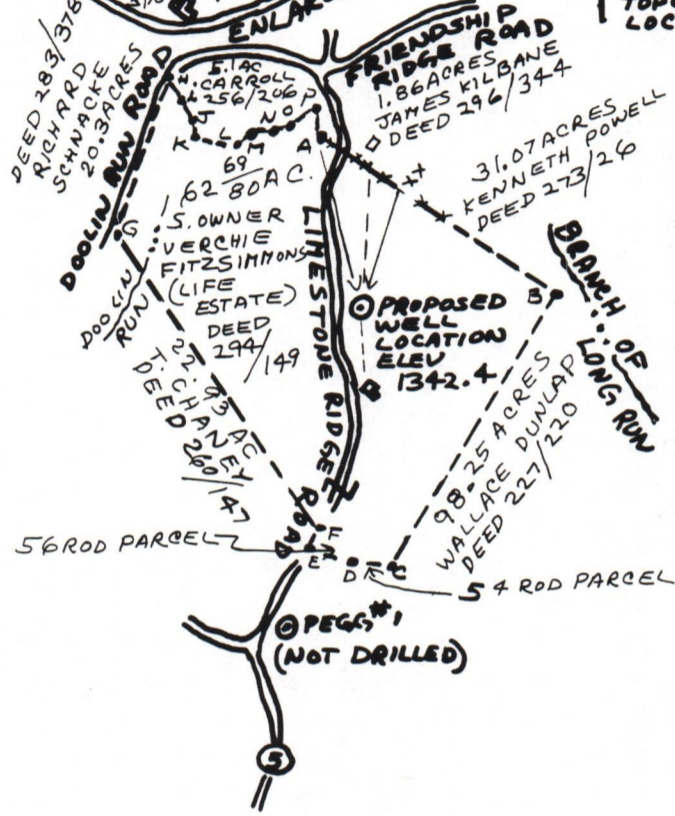
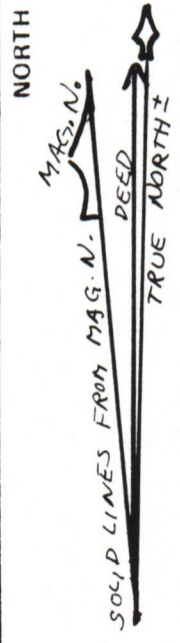
LATITUDE 39°40'

LONGITUDE 80°45'



TOPO LOCATION

A-B	S 55 3/4 E	1452
B-C	S 31 1/4 W	1645.05
C-D	N 80 W	206.25
D-E	N 71 W	231
E-F	N 30 E	132
F-G	N 33 3/4 W	1845.8
G-H	N 19 E	848.6
H-I	S 24 1/2 E	125.5
I-J	S 34 1/2 E	132
J-K	S 1/2 E	95.7
K-L	S 78 1/2 E	206.25
L-M	N 61 1/2 E	99
M-N	N 84 3/4 E	123.75
N-O	S 68 E	99
O-P	S 51 1/4 E	99
P-A	② 2 3/4 W	165



FILE NO. 80-5749-Q  
 DRAWING NO. 80-5749-Q  
 SCALE 1"=1000' & 1"=400'  
 MINIMUM DEGREE OF ACCURACY 1 IN 2500  
 PROVEN SOURCE OF ELEVATION F-130 GEODETIC B.M. AT HEAD OF DOOLIN RUN ON NEW MARTINSVILLE TOPO

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) Henry M. Parsons  
 R.P.E. \_\_\_\_\_ L.L.S. # 98



STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION



DATE OCT 25, 1982  
 OPERATOR'S WELL NO. FITZSIMMONS #2  
 API WELL NO. 103  
47 - WETZEL 1281  
 STATE COUNTY PERMIT

(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS  
 WELL TYPE: OIL  GAS  LIQUID INJECTION \_\_\_\_\_ WASTE DISPOSAL \_\_\_\_\_  
 (IF "GAS,") PRODUCTION \_\_\_\_\_ STORAGE \_\_\_\_\_ DEEP \_\_\_\_\_ SHALLOW   
 LOCATION ELEVATION 1342.4 WATER SHED DOOLIN RUN AND A BRANCH OF LONG RUN  
 DISTRICT PROCTOR & MAGNOLIA COUNTY WETZEL  
 QUADRANGLE NEW MARTINSVILLE  
 SURFACE OWNER HOWARD L. FITZSIMMONS, CLYDE FITZSIMMONS AND HELEN M. GODDARD (LIFE ESTATE-VERCHIE FITZSIMMONS) ACREAGE 62 69/80  
 OIL & GAS ROYALTY OWNER (AS ABOVE) LEASE ACREAGE 187.0  
 LEASE NO. MO-2-405  
 PROPOSED WORK: DRILL  CONVERT \_\_\_\_\_ DRILL DEEPER \_\_\_\_\_ REDRILL \_\_\_\_\_ FRACTURE OR STIMULATE  PLUG OFF OLD FORMATION \_\_\_\_\_ PERFORATE NEW FORMATION \_\_\_\_\_ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_

**CANCELLED**

PLUG AND ABANDON \_\_\_\_\_ CLEAN OUT AND REPLUG \_\_\_\_\_  
 TARGET FORMATION WARREN ESTIMATED DEPTH 4100'  
 WELL OPERATOR HADDAD AND BRUKS INC DESIGNATED AGENT HENRY M. PARSONS  
 ADDRESS 905 WASHINGTON ROAD P.O. BOX 714 WASHINGTON, PA 15301-1153 ADDRESS 121 GLENVIEW DRIVE NEW MARTINSVILLE, W.VA. 26155

F.U.H.M. IV-6 (8-78)

WET. 1281