



1) Date: August 25, 19 83  
 2) Operator's Well No. DeFazio Well #2  
 3) API Well No. 47 - 033 - 2930  
 State County Permit

STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES, OIL AND GAS DIVISION  
 APPLICATION FOR A WELL WORK PERMIT

- 4) WELL TYPE: A Oil  / Gas  /  
 B (If "Gas", Production  / Underground storage  / Deep  / Shallow  )  
 5) LOCATION: Elevation: 1327.60 Watershed: Homers Run Fairmont  
 District: Clay County: Harrison Quadrangle: Wminton West  
 6) WELL OPERATOR Chesterfield Energy Corp. 7) DESIGNATED AGENT Stanley N. Pickens  
 Address 320 Professional Bldg. Address \_\_\_\_\_  
Clarksburg, WV 26301  
 8) OIL & GAS INSPECTOR TO BE NOTIFIED 9) DRILLING CONTRACTOR:  
 Name Steven Casey Name Unknown  
 Address Rt. #2, Box 232-D Address \_\_\_\_\_  
Jane Lew, WV 26378  
 10) PROPOSED WELL WORK: Drill  / Drill deeper \_\_\_\_\_ / Redrill \_\_\_\_\_ / Stimulate \_\_\_\_\_  
 Plug off old formation \_\_\_\_\_ / Perforate new formation \_\_\_\_\_  
 Other physical change in well (specify) 5th Sand  
 11) GEOLOGICAL TARGET FORMATION, \_\_\_\_\_  
 12) Estimated depth of completed well, 2900 feet  
 13) Approximate strata depths: Fresh, -- feet; salt, -- feet.  
 14) Approximate coal seam depths: -- Is coal being mined in the area? Yes \_\_\_\_\_ / No  /

RECEIVED  
 AUG 29 1983  
 OIL & GAS DIVISION  
 DEPT. OF MINES

15) 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	H-40	42		X	30	30		Kinds
Fresh water									
Coal									Sizes
Intermediate	8 5/8	J-55	23	X		1050	1050	Circulate	By Rule 15-05
Production	4 1/2	J-55	10.5	X			2850	180 SKS	Depths set OR AS REQ
Tubing									by Rule 15-01
Liners									Perforations:
									Top Bottom

OFFICE USE ONLY  
 DRILLING PERMIT

Permit number 47-033-2930 Date September 12, 19 83

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. 8) 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.)

The permitted work is as described in the Notice and Application, plat, and reclamation plan, subject to any modifications and conditions specified on the reverse hereof.  
 Permit expires September 12, 1985 unless well work is commenced prior to that date and prosecuted with due diligence.

Bond: <u>B</u>	Agent: <u>[Signature]</u>	Plat: <u>[Signature]</u>	Casing: <u>[Signature]</u>	Fee: <u>2275</u>
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[Signature]  
 Administrator, Office of Oil and Gas

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

See the reverse side of the APPLICANT'S COPY for instructions to the well operator.

File





OFFICE USE ONLY

PERMIT MODIFICATIONS AND CONDITIONS (IF ANY) TO THE PROPOSED WELL WORK

1) WELL LOCATION: District \_\_\_\_\_ County \_\_\_\_\_

2) WELL OPERATOR: Name \_\_\_\_\_ Address \_\_\_\_\_

3) PROPOSED WELL WORK: Drill \_\_\_\_\_ Redrill \_\_\_\_\_

4) APPROXIMATE DEPTH OF COMPLETED WELL: \_\_\_\_\_ feet

5) APPROXIMATE DEPTH OF PROPOSED WELL: \_\_\_\_\_ feet

6) IS COAL BEING MINED IN THE AREA? Yes  No

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DEPT. OF MINES

FORMATION	DEPTH (feet)	THICKNESS (feet)	PERCENTAGE OF COAL

OFFICE USE ONLY

This part of Form IV-2(b) is to record the dates of certain occurrences and any follow-up inspections.

Event	Date	Date(s)
Application received		
Well work started		
Completion of the drilling process		
Well Record received		
Reclamation completed		

OTHER INSPECTIONS

Reason: \_\_\_\_\_

Reason: \_\_\_\_\_



1) Date: August 25, 1983  
2) Operator's Well No. DeFazio No. 2  
3) API Well No. 47 033  
State County Permit

STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES, OFFICE OF OIL & GAS  
NOTICE OF APPLICATION FOR A WELL WORK PERMIT

4) SURFACE OWNER(S) OF RECORD TO BE SERVED

- (i) Name Mario DeFazio  
Address Rt. #19  
Meadowbrook, WV
- (ii) Name Sylvester DeFazio  
Address 16289 Lyle Street  
San Leandro, Calif. 94578
- (iii) Name \_\_\_\_\_  
Address \_\_\_\_\_

Acres 50

5(i) COAL OPERATOR

Address \_\_\_\_\_

5(ii) COAL OWNER(S) WITH DECLARATION ON RECORD

- Name 3/4 J. C. Harvis, Trustee of  
Address Will of O.O. Warner  
Empire Bldg., Clarksburg, WV
- Name 1/4 Barbara Warner 26301  
Address Rt. #2, Box 308  
Bridgeport, WV 26330

5(iii) COAL LESSEE WITH DECLARATION ON RECORD:

Name \_\_\_\_\_  
Address \_\_\_\_\_

TO THE PERSON(S) NAMED ABOVE: You should have received this Form and the following documents:

- (1) The Application for a Well Work Permit on Form IV-2(B) (or Form IV-4 if the well is to be plugged, which sets out the parties involved in the drilling or other work, and describes the well and its location and, if applicable, the proposed casing and cementing program;
- (2) The plat (surveyor's map) showing the well location on Form IV-6; and
- (3) The Construction and Reclamation Plan on Form IV-9 (unless the well work is only to plug a well), which sets out the plan for erosion and sediment control and for reclamation for the site and access road.

THE REASON YOU RECEIVED THESE DOCUMENTS IS THAT YOU HAVE RIGHTS REGARDING THE APPLICATION WHICH ARE SUMMARIZED IN THE "INSTRUCTIONS" ON THE REVERSE SIDE OF THE COPY OF THE APPLICATION (FORM IV-2(B) OR FORM 4, DESIGNATED FOR YOU. HOWEVER, YOU ARE NOT REQUIRED TO TAKE ANY ACTION AT ALL.

Take notice that under Chapter 22 of the West Virginia Code, the undersigned well operator proposes to file or has filed this Notice and Application and accompanying documents for a Well Work Permit with the Administrator of the Office of Oil and Gas, West Virginia Department of Mines, with respect to a well at the location described on attached Application and depicted on attached Form IV-6. Copies of this Notice, the Application, the plat, and the Construction and Reclamation Plan have been mailed by registered or certified mail or delivered by hand to the person(s) named above (or by publication in certain circumstances) on or before the day of mailing or delivery to the Administrator.

RECEIVED  
AUG 29 1983  
OIL & GAS DIVISION  
DEPT. OF MINES

6) 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.)

7) ROYALTY PROVISIONS

Is the right to extract, produce or market the oil or gas based upon a lease or leases or other 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.

See the reverse side for line item instructions, and for instructions concerning the required copies of the Notice and Application, plat, and Construction and Reclamation Plan.

The truth of the information on the Notice and Application is verified and sworn to and the Notice is signed on behalf of the Well Operator in my County and State by

Stanley N. Pickens

this 24th day of August, 19 83  
My commission expires 12/21, 19 87.

Notary Public, Harrison County,  
State of WV

WELL OPERATOR Chesterfield Energy Corp.

By Stanley N. Pickens  
Its President  
Address 320 Professional Bldg.  
Clarksburg, WV 26301  
Telephone (304) 623-5467

I N S T R U C T I O N S T O A P P L I C A N T

CONCERNING THE LINE ITEMS:

- 1) Date of Notice.
- 2) Your well name and number.
- 3) To be filled out by the Office of Oil & Gas.
- 4) & 5) Use separate sheet if necessary.
- 4) Surface owner(s) of record to be served with Notice and Application. However, see also Code § 22-4-1b(b) if "more than three tenants in common or other co-owners of interest described in subsection (a) of this section hold interests in such lands".
- 5(i) "Coal Operator" means any person, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine.
- 5(ii, iii) See Code § 22-4-20.
- 6) See Code § 22-4-11(c). However, in lieu of filing the lease(s) or other continuing contract(s), the Applicant may fill out the information in the space provided below.
- 7) See Code § § 22-4-11(d, e).

CONCERNING THE REQUIRED COPIES FOR FILING AND SERVICE:

Filing. Code § 22-4-1k and Regulation 7.02 provide that the original and required copies of the Notice and Application must be filed with the Administrator, 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 § 22-4-1k(d) and the reclamation required by Code § 22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fees required by Code § 22-4-1a(c) and 22-3-12a, and (v) if applicable, the consent required by Code § 22-4-8a from the owner of any water well on dwelling within 200 feet of the proposed well.

Service. In addition, service must be made on the surface owner(s) and the person(s) with an interest in the coal. See Code § § 22-4-1m, 22-4-2, 22-4-2a, and 22-4-2b.

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INFORMATION SUPPLIED UNDER CODE § 22-4-11(d)  
IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)

Under the oath required to make the verification on the obverse side of this Notice, I depose and say that I am the person who signed the Notice for the Applicant, and that--

- (1) the tract of land is the same tract described in the Application to which this Notice applies, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;
- (2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to extract, produce or market the oil or gas are as follows:

Grantor, lessor, etc.      Grantee, lessee, etc.      Royalty      Book Page

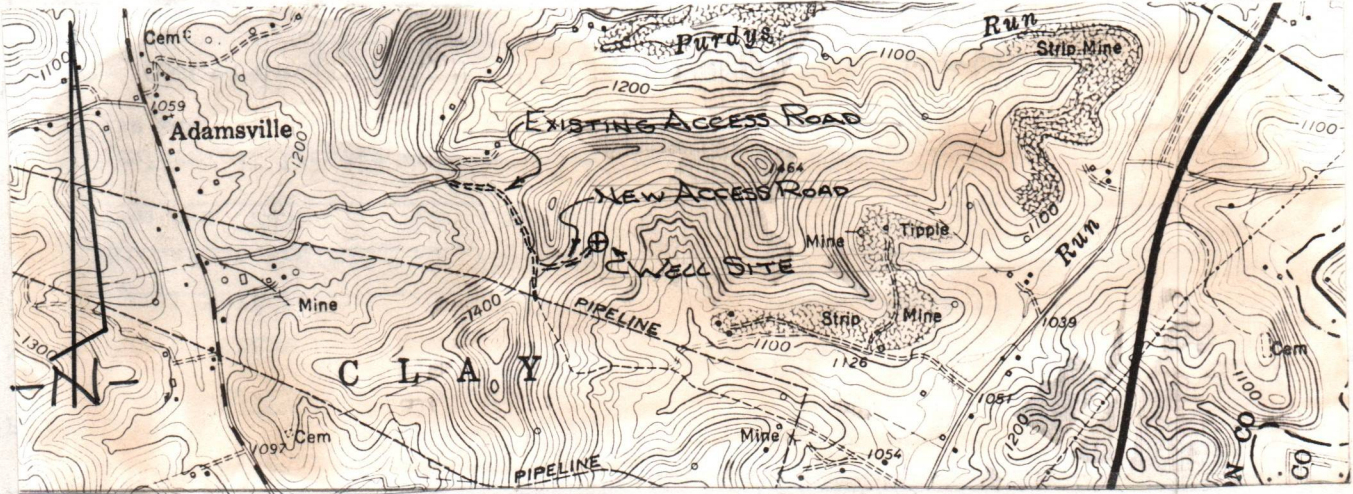


ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE Fairmont West (1976)

**LEGEND**

Well Site ⊕

Access Road ———

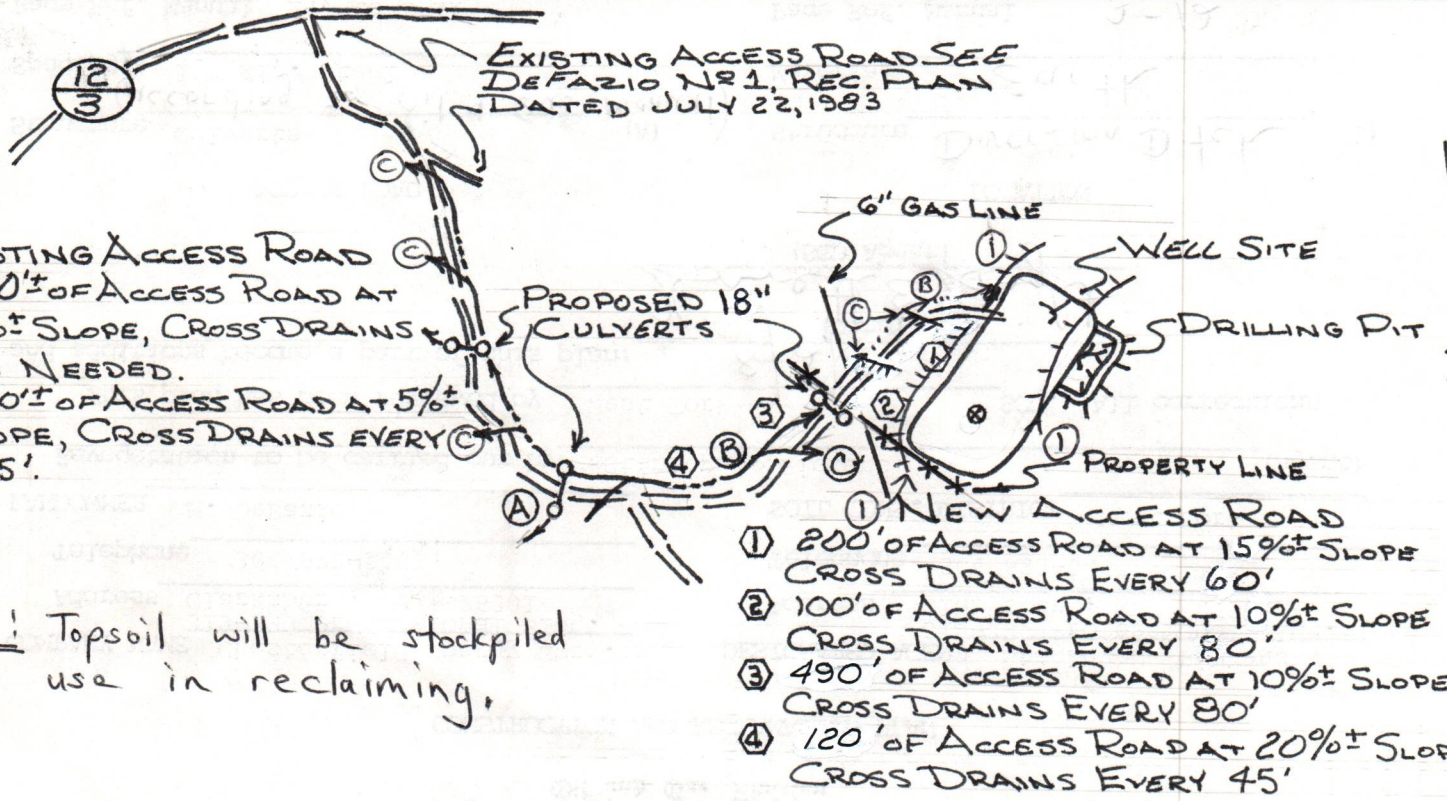


WELL SITE PLAN

Sketch to include well location, existing access road, roads to be constructed, well site, drilling pits and necessary structures numbered or lettered to correspond with the first part of this plan. Include all natural drainage.

**LEGEND**

Property boundary ————	Diversion ————
Road = = = = =	Spring ○→
Existing fence — x — x —	Wet spot ♂
Planned fence — / — / —	Building ■
Stream ~ ~ ~ ~ ~	Drain pipe — ○ — ○ —
Open ditch — ···· — ···· —	Waterway ← = = = =



Note! Topsoil will be stockpiled for use in reclaiming.

NOT TO SCALE

Comments: Access to the well site will be gained by constructing approximately 810 feet of new access road and upgrading as needed 700' of existing access road, beginning at a junction point in the Harrison County Route 12/3. The access road will be sloped at 2-3% towards the open ditch. All outlets of drainage structures and ditches will be to stable areas. The well location will be located in a flat cleared area. All brush and timber will be removed from the area to be disturbed prior to any earth moving activities. The road and well site will be brought to desired grade with erosion control structures being installed in conjunction with the grading. Under most conditions, the preceding plan will be followed; however, due to lease restrictions, surface owner request and weather conditions, etc., the plan may be altered. Subsequently, the proper erosion and sediment control measures will be installed.



DATE July 22, 1982  
 WELL NO. Defazio No. 2  
 State of West Virginia  
 Department of Mines  
 Oil and Gas Division



IV-9 (Rev 8-81)

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Chesterfield Energy Corp.  
 Address 319-320 Professional Bldg. Clarkburg, WV 26301  
 Telephone 304/623-5467  
 LANDOWNER M. Defazio  
 Telephone 304/623-5467  
 SOIL CONS. DISTRICT West Fork  
 Stanley N. Pickens  
 West Fork (Agent)

This plan has been reviewed by West Fork SCD. All corrections and additions become a part of this plan:  
 8/2/83 (Date)  
 (SCD Agent)

*Stanley N. Pickens*  
 (Date)  
 (SCD Agent)

LOCATION

(1) Structure Diversion Ditch  
 Material Earth  
 Page Ref. Manual 2-1a

(2) Structure Drainage Ditch  
 Material  
 Page Ref. Manual  
 Spacing (A) (according to Oil & Gas Manual) 18" Min. Steel  
 Page Ref. Manual 2-7 to 2-11

(3) Structure Cross Drains  
 Material  
 Page Ref. Manual 2-12 to 2-14  
 Spacing As Noted on Sketch  
 Page Ref. Manual 2-1 to 2-4

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
*Time 3.0 Tons/acre	*Time 3.0 Tons/acre
or correct to pH 6.5	or correct to pH 6.5
Fertilizer 600 lbs/acre	Fertilizer 600 lbs/acre
(10-20-20 or equivalent)	(10-20-20 or equivalent)
Mulch Hay or straw 2.0 Tons/acre	Mulch Hay or straw 2.0 Tons/acre
Seed* Ky 31 Tall Fescue 40 lbs/acre	Seed* Ky 31 Tall Fescue 40 lbs/acre
Birdsfoot Trefoil 10 lbs/acre	Birdsfoot Trefoil 10 lbs/acre
Dom Rye Grass 10 lbs/acre	Dom Rye Grass 10 lbs/acre

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

\*Lime according to pH test, PLAN PREPARED BY MSES Consultants

NOTE: Please request landowner cooperation to protect new seeding for one growing season. Attach separate sheets as necessary for comments.

PHONE NO. 304-624-9700, 842-3325  
 Clarkburg, WV 26301  
 ADDRESS 609 West Main Street



Leases see

Line D-1



LAW OFFICES

*Michael and Kupec*

228 COURT STREET

CLARKSBURG, WEST VIRGINIA 26301

304/623-6678

JOSEPH T. MICHAEL  
OF COUNSEL

THOMAS W. KUPEC  
THOMAS R. MICHAEL

August 31, 1983

RECEIVED

SEP 2 - 1983

Administrator of the  
Office of Oil and Gas  
West Virginia Dept. of Mines  
1615 Washington Street East  
Charleston, WV 25311

OIL & GAS DIVISION  
DEPT. OF MINES

RE: Well Operator: Chesterfield Energy Corp.  
320 Professional Building  
Clarksburg, WV 26301  
Well No.: DeFazio Well #2  
API Well No.: 47 033  
Location: Horners Run, Clay District, Harrison County,  
West Virginia

Dear Administrator:

Please accept this as a formal Comment to the above referenced application for permit to drill a well.

A Comment concerning this matter was previously mailed to your office over the signature of Mario DeFazio on August 18, 1983. This Comment is intended to supplement the previous Comment.

Mr. DeFazio objects to the issuance of a permit for the following reasons:

1. The proposed well site is located 100 feet above the location of an improved spring. The water from this spring is used in the farm house on Mr. DeFazio's land and is also used to water livestock. By proposing to locate the well site and drilling pit so close to Mr. DeFazio's fresh water source, the applicant has failed to protect the fresh water source from the possibility of pollution or of disturbance causing it to dry up, or becoming clogged with sediments.

2. The proposed well site is in an area which presently contains fruit trees, a berry patch and a campsite. This area is also currently being used to pasture cattle. There are 20-30 head of cattle being pastured in the field which contains the proposed well site.



412

**No. 479699**  
**RECEIPT FOR CERTIFIED MAIL**  
 NO INSURANCE COVERAGE PROVIDED—  
 NOT FOR INTERNATIONAL MAIL  
 (See Reverse)

SENT TO		Sylvester DeFazio		
STREET AND NO.		16289 Lyle St.		
P.O., STATE AND ZIP CODE		San Leandro, Calif. 94578		
POSTAGE		\$		
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	¢		
	SPECIAL DELIVERY	¢		
	RESTRICTED DELIVERY	¢		
	OPTIONAL SERVICES RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	¢	
		SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢	
		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢	
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		¢		
TOTAL POSTAGE AND FEES		\$		
POSTMARK OR DATE				

PS Form 3800, Apr. 1976

**No. 479700**  
**RECEIPT FOR CERTIFIED MAIL**  
 NO INSURANCE COVERAGE PROVIDED—  
 NOT FOR INTERNATIONAL MAIL  
 (See Reverse)

SENT TO		J. C. Jarvis		
STREET AND NO.		Empire Building		
P.O., STATE AND ZIP CODE		Clarksburg, WV 26301		
POSTAGE		\$		
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	¢		
	SPECIAL DELIVERY	¢		
	RESTRICTED DELIVERY	¢		
	OPTIONAL SERVICES RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	¢	
		SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢	
		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢	
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		¢		
TOTAL POSTAGE AND FEES		\$		
POSTMARK OR DATE				

PS Form 3800, Apr. 1976

**No. 479701**  
**RECEIPT FOR CERTIFIED MAIL**  
 NO INSURANCE COVERAGE PROVIDED—  
 NOT FOR INTERNATIONAL MAIL  
 (See Reverse)

SENT TO		Barbara Warner		
STREET AND NO.		Rt. #2, Box 308		
P.O., STATE AND ZIP CODE		Bridgeport, WV 26330		
POSTAGE		\$		
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	¢		
	SPECIAL DELIVERY	¢		
	RESTRICTED DELIVERY	¢		
	OPTIONAL SERVICES RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	¢	
		SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢	
		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢	
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		¢		
TOTAL POSTAGE AND FEES		\$		
POSTMARK OR DATE				

PS Form 3800, Apr. 1976

**No. 479702**  
**RECEIPT FOR CERTIFIED MAIL**  
 NO INSURANCE COVERAGE PROVIDED—  
 NOT FOR INTERNATIONAL MAIL  
 (See Reverse)

SENT TO		Mario DeFazio		
STREET AND NO.		Rt. #19		
P.O., STATE AND ZIP CODE		Meadowbrook, WV 26404		
POSTAGE		\$		
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	¢		
	SPECIAL DELIVERY	¢		
	RESTRICTED DELIVERY	¢		
	OPTIONAL SERVICES RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	¢	
		SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢	
		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢	
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		¢		
TOTAL POSTAGE AND FEES		\$		
POSTMARK OR DATE				

PS Form 3800, Apr. 1976





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

RECEIVED  
OCT 25 1985

DIVISION OF OIL & GAS  
DEPARTMENT OF ENERGY

FINAL INSPECTION REPORT  
INSPECTORS COMPLIANCE REPORT

COMPANY Chesterfield

PERMIT NO 33-2930

FARM & WELL NO Detazio 2

DIST. & COUNTY Clay Har.

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

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

*never built  
never drilled*

SIGNED Steve Casey  
DATE 10-21-85

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.

Administrator-Oil & Gas Division

DATE





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

October 28, 1985

ARCH A. MOORE, JR.  
 Governor

Chesterfield Energy Corporation  
 320 Professional Building  
 Clarksburg, West Virginia 26301

In Re: Permit No: 47-033-2930  
 Farm: Mario DeFazio et al  
 Well NO: DeFazio 2  
 District: Clay  
 County: Harrison  
 Issued: 9-12-83

Gentlemen:

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

The well designated by the above captioned permit number has been released under XXXX 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

TMS/ nw



## Oil and Gas Lease

THIS AGREEMENT, made and entered into this 16th day of February, 19 83by and between Edmond T. Miller & Nancy C. Miller, his wife

hereinafter called Lessors, whether one or more, and CHESTERFIELD ENERGY CORPORATION, Suite 320, Professional Building, South Third Street, Clarksburg, West Virginia 26301, hereinafter called Lessee.

WITNESSETH, that Lessors, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by Lessee, the receipt of which is hereby acknowledged, and of covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let unto Lessee, for the exclusive possession and use of himself, his heirs, successors or assigns, for the purpose of exploring and operating for, producing and marketing oil and gas, natural gasoline, casing head gas, condensate, related hydrocarbons, and all other related products, including the building of roads, laying pipelines, installation of meters and installing equipment thereon to take care of such products, \_\_\_\_\_ all that certain tract or par-

cel of land situate in Clay District, Harrison County, West Virginia, on the waters of Purdy's Run, and bounded substantially by lands now or formerly owned as follows:

North Roger C. Arbogast East David R. Miller  
South Ronald Holt West Sylvestor & Mario DeFazio

containing Fifty (50) acres more or less, excepting and reserving, however, therefrom all land within two hundred feet of the residence buildings now on the premises on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of Three years from the date ~~1981~~ acquired and as long thereafter as operations are conducted on said land by Lessee in search for or production of oil, natural gas or related products. "Operations" as used herein, shall be deemed to be commenced when the first material or equipment is placed on the leased premises, or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

In consideration of the Premises, Lessee covenants and agrees: 1st - to deliver to the credit of Lessors, their heirs, successors, or assigns, free of cost, a royalty equaling their proportionate share of one-eighth (1/8) part of all oil produced and saved from the leased premises; 2nd - to pay their proportionate share of one-eighth (1/8) of the value at the well of the gas from each and every gas well drilled on said premises, the product from which is marketed and used off the premises; said gas to be measured by meters and said payments to be made by party of second part, by check, mailed to last reported address, to the party of the first part, their heirs or assigns, and payable monthly within ten days of the receipt of said money from the sale of said products; 3rd - to pay "shut-in" royalty, on each date that royalty otherwise would be due as hereinabove provided, based on \$300 per well per year, for each well producing gas only when the gas from such well is not sold, marketed or used off the premises for thirty (30) days or more beyond the designated pay period, and upon such payment it will be considered that gas is being produced in paying quantities.

Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by Lessors or their predecessors in title or otherwise, and any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or delivered.

Lessee shall have the right to pool or unitize the leased acreage, or any part or parts thereof, with other tracts so as to form a drilling unit or pool not to exceed 180 acres for formations shallower than 6000 feet and 640 acres for formations deeper than 6000 feet. Operations upon the pooled acreage, for all purposes except royalty and free gas, shall be deemed to have occurred upon the demised premises. Lessor shall receive as royalties for minerals produced and marketed from the pooled area an amount equal to the proportion that Lessor's acreage placed in the pooled area bears to the total acreage in the pooled area.

If Lessor owns the surface over any part of the leased premises, then Lessor reserves the right to take 200,000 cubic feet of gas per annum for domestic use on said land; or, if Lessor does not own any part of said surface, Lessee may, at his option and free of any charge from Lessor, allow the parties owning said surface to use said 200,000 cubic feet of gas per annum for domestic purposes in one dwelling house only on said land. Said gas shall be taken and used wholly at user's own risk free of charge in safe and proper pipes and appliances, and said domestic gas user shall furnish and install, at their expense, the necessary regulating equipment and pipeline for the safe use of same. Lessee shall provide a connection for said pipeline at a producing gas well on said leased premises, or, at Lessee's option, at a point on Lessee's pipeline leading from said well. All gas used in excess of the above stated amount in any one calendar year shall be paid for by the user of same at a fair domestic rate. All gas so taken and used shall be subject to the use, operation and right of abandonment of the well and pipeline by Lessee, and Lessee shall not be held liable for any accident or damage caused by the use of such gas, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

Lessee covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the hereinabove described tract or parcel of land; and it is agreed that the leased premises may be fully and freely used by Lessors for farming purposes, except such parts as are used by Lessee in operating hereunder.

Lessee covenants and agrees to pay to the Lessor, his proportionate share of the rental in the amount of Five

Dollars per acre per year (\$ 250.00 ) Dollars, \$250.00

in advance, beginning 60 days after the receipt of 100% interest, but not after the date an oil or gas well is drilled upon the leased premises. Any rental paid for time beyond that date shall be credited upon the first royalty due, and all rentals shall cease after the surrender of this lease as hereinafter provided for. All payments by Lessee hereunder shall be made by check payable and mailed as follows:

Edmond T. & Nancy C. Miller S.S. No. 422-40-4103

P. O. Box 158

Pelham, Alabama 35124

RECEIVED  
AUG 19 1983

CL & GAS DIVISION  
DEPT. OF MINE

It is agreed that Lessee is to have the privilege of using sufficient water and gas from said premises to run all machinery necessary for drilling and operating, and all rights of way necessary to develop the premises or remove equipment, etc., and at any time during or after expiration of this lease to remove all machinery, casing, tubing, fixtures and equipment placed on said premises; and further, upon the payment of \$1.00 by Lessee, his heirs, successors or assigns to Lessors, their heirs, successors or assigns, said Lessee, his heirs, successors or assigns shall have the right to surrender this lease for cancellation, after which all payments and liabilities, thereafter to accrue under and by virtue of its terms shall cease and terminate, and this lease shall become absolutely null and void.

Lessors agree that the recordation of a deed of surrender in the proper county, and the mailing in the post office of a check, payable as above provided, for said last mentioned sum and all amounts then due hereunder by Lessee, shall be a full surrender and termination of this lease.

All provisions of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.



In Witness Whereof, the parties to this agreement have hereunto set their hands and seals the day and year first, above written.

Witness:

*Edward T. Miller* (Seal)  
*Nancy C. Miller* (Seal)  
(Seal)  
(Seal)  
(Seal)  
(Seal)

RECORDED  
MAY 23 12 18 PM '83  
COUNTY CLERK  
HARRISON COUNTY  
WEST VIRGINIA

STATE OF Alabama  
COUNTY OF Shelby to-wit: \_\_\_\_\_ (state)  
I, Kathy G. Brasher a notary public of the said (county) of Shelby Co. Alabama do certify  
that Edward T. Miller and wife Nancy C. Miller  
Edmond

whose name S signed to the writing above bearing date 17th day of May  
ha ve this day acknowledged the same before me in my said county.  
Given under my hand this 17th day of May, 1983  
My commission expires My Commission Expires July 16, 1986

*Kathy G. Brasher*  
Notary Public  
MAY 23 1983

STATE OF \_\_\_\_\_ This instrument was presented to the Clerk of the County  
COUNTY OF \_\_\_\_\_ Commission of Harrison County, West Virginia, on 5-23-83  
and the same is admitted to record.  
I, \_\_\_\_\_ a notary public of the said (state) of \_\_\_\_\_ do certify  
that Teste: *Frank J. Maxwell* Clerk  
Harrison County Commission

whose name \_\_\_\_\_ signed to the writing above bearing date \_\_\_\_\_ 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 \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ to-wit: \_\_\_\_\_ (state)  
I, \_\_\_\_\_ a notary public of the said (county) of \_\_\_\_\_ do certify  
that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the writing above bearing date \_\_\_\_\_ 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 \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ to-wit: \_\_\_\_\_ (state)  
I, \_\_\_\_\_ a notary public of the said (county) of \_\_\_\_\_ do certify  
that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the writing above bearing date \_\_\_\_\_ 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

RECORDED  
MAY 23 1983  
BOOK NO. 1126  
PAGE 386



Oil and Gas Lease

THIS AGREEMENT, made and entered into this 20th day of May, 1983

by and between Benjamin A. Hardesty, Atty.-in-Fact ~~of~~ Elizabeth & Mark, Josephine H. Schater, George K. Hardesty, Joseph M. Hardesty, David C. Hardesty, et. al.

hereinafter called Lessors, whether one or more, and CHESTERFIELD ENERGY CORPORATION, Suite 320, Professional Building, South Third Street, Clarksburg, West Virginia 26301, hereinafter called Lessee.

WITNESSETH, that Lessors, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by Lessee, the receipt of which is hereby acknowledged, and of covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let unto Lessee, for the exclusive possession and use of himself, his heirs, successors or assigns, for the purpose of exploring and operating for, producing and marketing oil and gas, natural gasoline, casing head gas, condensate, related hydrocarbons, and all other related products, including the building of roads, laying pipelines, installation of meters and installing equipment thereon to take care of such products, all that certain tract or parcel

of land situate in Clay-Outside District, Harrison County, West Virginia, on the waters of Purdys Run, and bounded substantially by lands now or formerly owned as follows:

North George W. Hartley East R. L. Reed; Arthur Janes  
South Josiah R. Bartlett West Aaron W. Hartley

containing Fifty (50) acres more or less, excepting and reserving, however, therefrom all land within two hundred feet of the residence buildings now on the premises on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of two years from the date 100% interest above (5/20/83) is acquired and as long thereafter as operations are conducted on said land by Lessee in search for or production of oil, natural gas or related products. "Operations" as used herein, shall be deemed to be commenced when the first material or equipment is placed on the leased premises, or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

In consideration of the Premises, Lessee covenants and agrees: 1st - to deliver to the credit of Lessors, their heirs, successors, or assigns, free of cost, a royalty equaling their proportionate share of one-eighth (1/8) part of all oil produced and saved from the leased premises; 2nd - to pay their proportionate share of one-eighth (1/8) of the value at the well of the gas from each and every gas well drilled on said premises, the product from which is marketed and used off the premises; said gas to be measured by meters and said payments to be made by party of second part, by check, mailed to last reported address, to the party of the first part, their heirs or assigns, and payable monthly within ten days of the receipt of said money from the sale of said products; 3rd - to pay "shut-in" royalty, on each date that royalty otherwise would be due as hereinabove provided, based on \$300 per well per year, for each well producing gas only when the gas from such well is not sold, marketed or used off the premises for thirty (30) days or more beyond the designated pay period, and upon such payment it will be considered that gas is being produced in paying quantities.

Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by Lessors or their predecessors in title or otherwise, and any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or delivered.

Lessee shall have the right to pool or unitize the leased acreage, or any part or parts thereof, with other tracts so as to form a drilling unit or pool not to exceed 180 acres for formations shallower than 6000 feet and 640 acres for formations deeper than 6000 feet. Operations upon the pooled acreage, for all purposes except royalty and free gas, shall be deemed to have occurred upon the demised premises. Lessor shall receive as royalties for minerals produced and marketed from the pooled area an amount equal to the proportion that Lessor's acreage placed in the pooled area bears to the total acreage in the pooled area.

If lessor owns the surface over any part of the leased premises, then lessor reserves the right to take 200,000 cubic feet of gas per annum for domestic use on said land; or, if lessor does not own any part of said surface, Lessee may, at his option and free of any charge from Lessor, allow the parties owning said surface to use said 200,000 cubic feet of gas per annum for domestic purposes in one dwelling house only on said land. Said gas shall be taken and used wholly at user's own risk free of charge in safe and proper pipes and appliances, and said domestic gas user shall furnish and install, at their expense, the necessary regulating equipment and pipeline for the safe use of same. Lessee shall provide a connection for said pipeline at a producing gas well on said leased premises, or, at Lessee's option, at a point on Lessee's pipeline leading from said well. All gas used in excess of the above stated amount in any one calendar year shall be paid for by the user of same at a fair domestic rate. All gas so taken and used shall be subject to the use, operation and right of abandonment of the well and pipeline by Lessee, and Lessee shall not be held liable for any accident or damage caused by the use of such gas, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

Lessee covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the hereinabove described tract or parcel of land; and it is agreed that the leased premises may be fully and freely used by Lessors for farming purposes, except such parts as are used by Lessee in operating hereunder.

Lessee covenants and agrees to pay to the Lessor, his proportionate share of the rental in the amount of Five Dollars Per Acre Per Year (proportionately) (\$ Five) Dollars,

in advance, beginning 60 days after the receipt of 100% interest, but not after the date an oil or gas well is drilled upon the leased premises. Any rental paid for time beyond that date shall be credited upon the first royalty due, and all rentals shall cease after the surrender of this lease as hereinafter provided for. All payments by Lessee hereinafter shall be made by check payable and mailed as follows:

Benjamin A. Hardesty, Atty.-in-Fact S.S. No. 234-84-5173  
P.O. Box 204  
Clarksburg WV 26301

It is agreed that Lessee is to have the privilege of using sufficient water and gas from said premises to run all machinery necessary for drilling and operating, and all rights of way necessary to develop the premises or remove equipment, etc., and at any time during or after expiration of this lease to remove all machinery, casing, tubing, fixtures and equipment placed on said premises; and further, upon the payment of \$1.00 by Lessee, his heirs, successors or assigns to Lessors, their heirs, successors or assigns, said Lessee, his heirs, successors or assigns shall have the right to surrender this lease for cancellation, after which all payments and liabilities, thereafter to accrue under and by virtue of its terms shall cease and terminate, and this lease shall become absolutely null and void.

Lessors agree that the recordation of a deed of surrender in the proper county, and the mailing in the post office of a check, payable as above provided, for said last mentioned sum and all amounts then due hereunder by Lessee, shall be a full surrender and termination of this lease.

All provisions of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.



In Witness Whereof, the parties to this agreement have hereunto set their hands and seals the day and year first, above written.

Witness:

*Welda J. Keik*

*Benjamin A. Hardesty*

(Seal)  
(Seal)  
(Seal)  
(Seal)  
(Seal)

RECORDED  
JUN 3 10 54 AM '83  
COUNTY CLERK  
HARRISON COUNTY  
WEST VIRGINIA

STATE OF W. Va.  
COUNTY OF Lewis to wit:

I, SAMUEL J. CANN a notary public of the said (state) West Virginia of (county) do certify that Benjamin A. Hardesty

whose name is signed to the writing above bearing date 20th day of May, 1983.  
has S this day acknowledged the same before me in my said county.

Given under my hand this 1st day of JUNE, 1983  
My commission expires 11-23-91

*Samuel J. Cann*  
Notary Public

007

This instrument was presented to the Clerk of the County Commission of Harrison County, West Virginia, on 6-3-83 and the same is admitted to record.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ to wit: Frank J. Maxwell Clerk  
Harrison County Commission

I, \_\_\_\_\_ a notary public of the said (state) \_\_\_\_\_ of (county) do certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the writing above bearing date \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
has \_\_\_\_\_ 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 \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ to wit:

I, \_\_\_\_\_ a notary public of the said (state) \_\_\_\_\_ of (county) do certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the writing above bearing date \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
has \_\_\_\_\_ 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 \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ to wit:

I, \_\_\_\_\_ a notary public of the said (state) \_\_\_\_\_ of (county) do certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the writing above bearing date \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
has \_\_\_\_\_ this day acknowledged the same before me in my said county.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
My commission expires \_\_\_\_\_

Notary Public

RECORDED  
JUN 3 1983  
BOOK NO. 1126  
PAGE 746



September 8, 1983

Mr. Sam Cann  
Chesterfield Energy Corporation  
319-320 Professional Building  
Clarksburg, West Virginia 26301

TRANSMITTAL LETTER  
DeFAZIO WELL NO. 2  
COMPLAINT FILED BY MICHAEL AND KUPEC  
ON BEHALF OF MARIO DeFAZIO

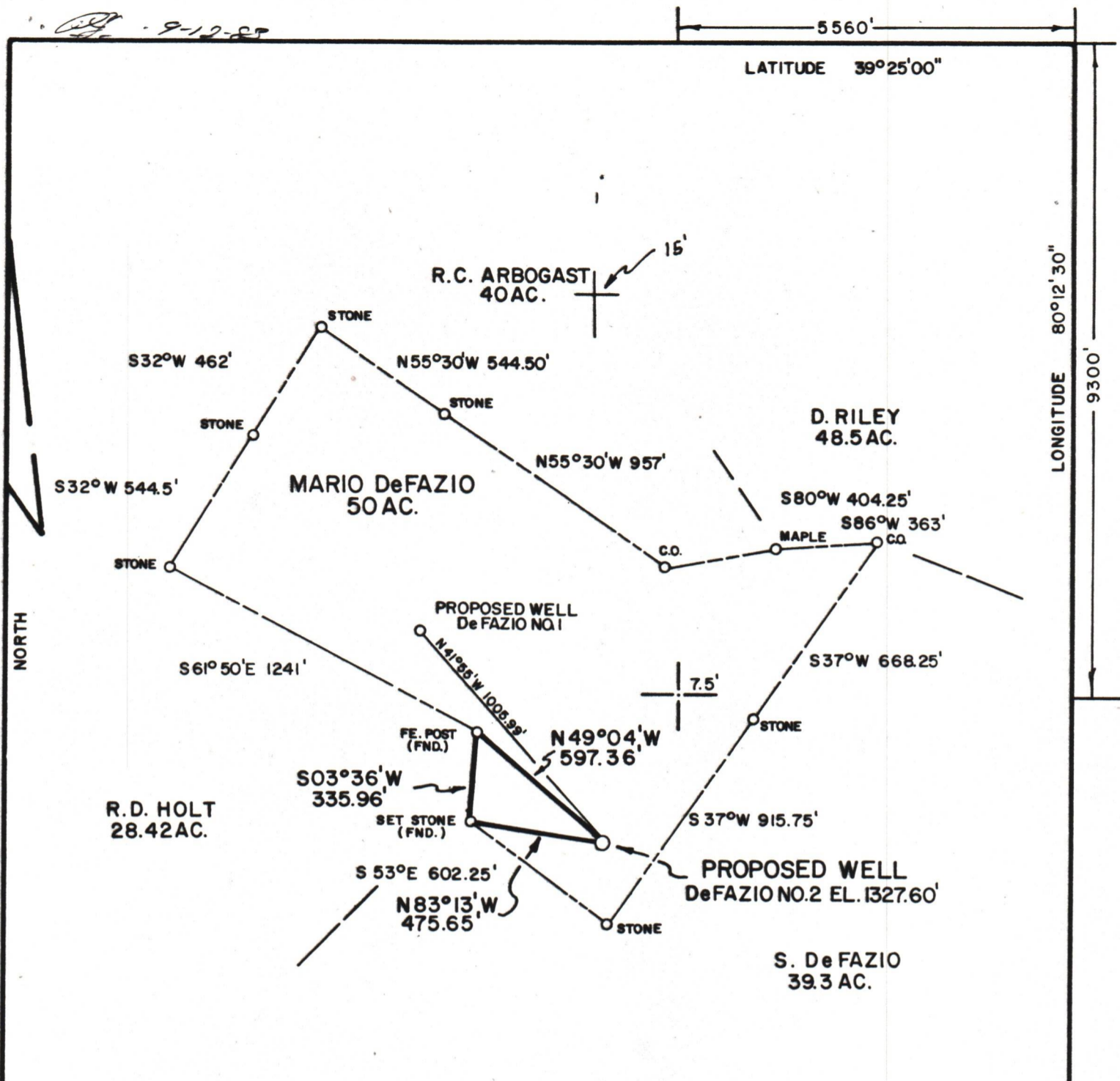
Dear Mr. Cann:

On Tuesday, September 6, 1983, Mr. John Bailey (Chief Surveyor) visited Mr. DeFazio's farm in an effort to answer the three (3) points Mr. DeFazio had made in protest to a well proposed by Chesterfield, identified as DeFazio No. 2. In answer to Mr. DeFazio's complaint, please note our findings:

- (1) Mr. DeFazio complained that the well site would be within 100-feet of a spring that is used for both domestic and livestock water. From the point of the well location to the spring referred to by Mr. DeFazio was found to be 510-feet.
- (2) Mr. DeFazio complained that the site was within a fruit tree area, berry patch, and camp site. Further, Mr. DeFazio stated that the field was used to pasture from 20 to 30 cattle. Upon the visit to the site on September 6, 1983, the following was noted:
  - Only three (3) trees could be found. These being apple, approximately 75-feet from the proposed well location.

*Environmental & Engineering Consultants*

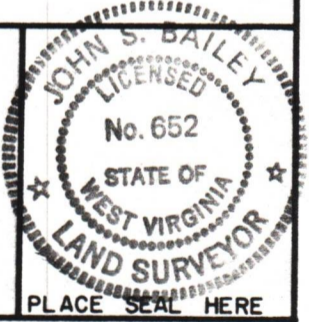




PREPARED BY MSES CONSULTANTS

FILE NO. MSES 83-226  
 DRAWING NO. \_\_\_\_\_  
 SCALE 1"=500'  
 MINIMUM DEGREE OF ACCURACY 1 PART IN 200  
 PROVEN SOURCE OF ELEVATION 47-033-388 EL. 1134.69'

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) John S. Bailey  
 P. R. E. \_\_\_\_\_ L. L. S. 652



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



DATE JULY 25, 19 83  
 OPERATOR'S WELL NO. DeFAZIO NO.2  
 API WELL NO. \_\_\_\_\_  
47 - 033 - 2930  
 STATE COUNTY PERMIT  
*Cancelled*

Department of Mines  
 Oil & Gas Division

WELL TYPE: OIL \_\_\_\_\_ GAS X LIQUID INJECTION \_\_\_\_\_ WASTE DISPOSAL \_\_\_\_\_  
 ( IF "GAS", PRODUCTION X STORAGE \_\_\_\_\_ DEEP \_\_\_\_\_ SHALLOW X )  
 LOCATION: ELEVATION 1327.60' WATER SHED \_\_\_\_\_ HORNERS RUN \_\_\_\_\_  
 DISTRICT CLAY COUNTY HARRISON  
 QUADRANGLE FAIRMONT WEST 7.5' (1976)  
 SURFACE OWNER MARIO DeFAZIO ET. AL. ACREAGE 50  
 OIL & GAS ROYALTY OWNER Edmond T. Miller Et. Al. LEASE ACREAGE 50  
 LEASE NO. \_\_\_\_\_  
 PROPOSED WORK: DRILL X 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 5th SAND ESTIMATED DEPTH 2900'  
 WELL OPERATOR CHESTERFIELD ENERGY CORP. DESIGNATED AGENT STANLEY N. PICKENS  
 ADDRESS 319-320 PROFESSIONAL BLDG. ADDRESS 319-320 PROFESSIONAL BLDG.  
CLARKSBURG, WEST VIRGINIA 26301 CLARKSBURG WEST VIRGINIA 26301

LONGITUDE 80°12'30"

0036

HARR. 2930



In Witness Whereof, the parties to this agreement have hereunto set their hands and seals the day and year first, above written.

Witness:

*Welda J. Kirk*

*Benjamin A. Hardesty*

(Seal)  
(Seal)  
(Seal)  
(Seal)  
(Seal)

RECORDED

JUN 3 10 46 AM '83  
COUNTY CLERK  
HARRISON COUNTY  
WEST VIRGINIA

STATE OF W. Va.  
COUNTY OF Lewis to-wit:

I, SAMUEL J. CANN a notary public of the said (state) of West Virginia do certify that Benjamin A. Hardesty

whose name is signed to the writing above bearing date 20<sup>th</sup> day of May, 1983.

haS this day acknowledged the same before me in my said county.

Given under my hand this 1<sup>st</sup> day of JUNE, 1983

My commission expires 11-23-91

*Samuel J. Cann*  
Notary Public

007

\*\*

This instrument was presented to the Clerk of the County Commission of Harrison County, West Virginia, on 6-3-83 and the same is admitted to record.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
Teste: *Frank J. Maxwell* Clerk  
to-wit: Harrison County Commission

I, \_\_\_\_\_ a notary public of the said (state) of \_\_\_\_\_ do certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the writing above bearing date \_\_\_\_\_ 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 \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ to-wit:  
I, \_\_\_\_\_ a notary public of the said (state) of \_\_\_\_\_ do certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the writing above bearing date \_\_\_\_\_ 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 \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ to-wit:  
I, \_\_\_\_\_ a notary public of the said (state) of \_\_\_\_\_ do certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the writing above bearing date \_\_\_\_\_ day of \_\_\_\_\_

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

RECORDED  
JUN 3 1983  
BOOK NO. 1126  
PAGE 245



THIS AGREEMENT, made and entered into this 13th day of JUNE, 1983

by and between MARY JANE Anderson, a widow

hereinafter called Lessors, whether one or more, and CHESTERFIELD ENERGY CORPORATION, Suite 320, Professional Building, South Third Street, Clarksburg, West Virginia 26301, hereinafter called Lessee.

WITNESSETH, that Lessors, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by Lessee, the receipt of which is hereby acknowledged, and of covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let unto Lessee, for the exclusive possession and use of himself, his heirs, successors or assigns, for the purpose of exploring and operating for, producing and marketing oil and gas, natural gasoline, casing head gas, condensate, related hydrocarbons, and all other related products, including the building of roads, laying pipelines, installation of meters and installing equipment thereon to take care of such products, all that certain tract or parcel of land situate in CLAY District, HARRISON County, West Virginia, on the waters of Purdy's Run, and bounded substantially by lands now or formerly owned as follows:

North Roger C. Arbogast East David R. Miller South Ronald Holt West Sylvester & Mario DeFazio

containing Fifty (50) acres more or less, excepting and reserving, however, therefrom all land within two hundred feet of the residence buildings now on the premises on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of Two years from the date acquired and as long thereafter as operations are conducted on said land by Lessee in search for or production of oil, natural gas or related products. "Operations" as used herein, shall be deemed to be commenced when the first material or equipment is placed on the leased premises, or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

In consideration of the Premises, Lessee covenants and agrees: 1st - to deliver to the credit of Lessors, their heirs, successors, or assigns, free of cost, a royalty equaling their proportionate share of one-eighth (1/8) part of all oil produced and saved from the leased premises; 2nd - to pay their proportionate share of one-eighth (1/8) of the value at the well of the gas from each and every gas well drilled on said premises, the product from which is marketed and used off the premises; said gas to be measured by meters and said payments to be made by party of second part, by check, mailed to last reported address, to the party of the first part, their heirs or assigns, and payable monthly within ten days of the receipt of said money from the sale of said products; 3rd - to pay "shut-in" royalty, on each date that royalty otherwise would be due as hereinabove provided, based on \$300 per well per year, for each well producing gas only when the gas from such well is not sold, marketed or used off the premises for thirty (30) days or more beyond the designated pay period, and upon such payment it will be considered that gas is being produced in paying quantities.

Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by Lessors or their predecessors in title or otherwise, and any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or delivered.

Lessee shall have the right to pool or unitize the leased acreage, or any part or parts thereof, with other tracts so as to form a drilling unit or pool not to exceed 180 acres for formations shallower than 6000 feet and 640 acres for formations deeper than 6000 feet. Operations upon the pooled acreage, for all purposes except royalty and free gas, shall be deemed to have occurred upon the demised premises. Lessor shall receive as royalties for minerals produced and marketed from the pooled area an amount equal to the proportion that Lessor's acreage placed in the pooled area bears to the total acreage in the pooled area.

If Lessor owns the surface over any part of the leased premises, then Lessor reserves the right to take 200,000 cubic feet of gas per annum for domestic use on said land; or, if Lessor does not own any part of said surface, Lessee may, at his option and free of any charge from Lessor, allow the parties owning said surface to use said 200,000 cubic feet of gas per annum for domestic purposes in one dwelling house only on said land. Said gas shall be taken and used wholly at user's own risk free of charge in safe and proper pipes and appliances, and said domestic gas user shall furnish and install, at their expense, the necessary regulating equipment and pipeline for the safe use of same. Lessee shall provide a connection for said pipeline at a producing gas well on said leased premises, or, at Lessee's option, at a point on Lessee's pipeline leading from said well. All gas used in excess of the above stated amount in any one calendar year shall be paid for by the user of same at a fair domestic rate. All gas so taken and used shall be subject to the use, operation and right of abandonment of the well and pipeline by Lessee, and Lessee shall not be held liable for any accident or damage caused by the use of such gas, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

Lessee covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the hereinabove described tract or parcel of land; and it is agreed that the leased premises may be fully and freely used by Lessors for farming purposes, except such parts as are used by Lessee in operating hereunder.

Lessee covenants and agrees to pay to the Lessor, his proportionate share of the rental in the amount of 5 Dollars per acre per year (\$ 250.00 ) Dollars, \$ 250

in advance, beginning 60 days after the receipt of 100% interest, but not after the date an oil or gas well is drilled upon the leased premises. Any rental paid for time beyond that date shall be credited upon the first royalty due, and all rentals shall cease after the surrender of this lease as hereinafter provided for. All payments by Lessee hereunder shall be made by check payable and mailed as follows:

MARY JANE Anderson S.S. No. 234-10-2202 156 Broadview Ave Fairmont W.V.

It is agreed that Lessee is to have the privilege of using sufficient water and gas from said premises to run all machinery necessary for drilling and operating, and all rights of way necessary to develop the premises or remove equipment, etc., and at any time during or after expiration of this lease to remove all machinery, casing, tubing, fixtures and equipment placed on said premises; and further, upon the payment of \$1.00 by Lessee, his heirs, successors or assigns to Lessors, their heirs, successors or assigns, said Lessee, his heirs, successors or assigns shall have the right to surrender this lease for cancellation, after which all payments and liabilities, thereafter to accrue under and by virtue of its terms shall cease and terminate, and this lease shall become absolutely null and void.

Lessors agree that the recordation of a deed of surrender in the proper county, and the mailing in the post office of a check, payable as above provided, for said last mentioned sum and all amounts then due hereunder by Lessee, shall be a full surrender and termination of this lease.

All provisions of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.



In Witness Whereof, the parties to this agreement have hereunto set their hands and seals the day and year first, above written.

Witness:

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

*Mary Jane Anderson* (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF W. Va.  
COUNTY OF MARION to-wit:

I, SAMUEL J. CANN a notary public of the said (state) West Virginia do certify that MARY JANE ANDERSON

whose name IS signed to the writing above bearing date 13<sup>th</sup> day of JUNE, 19 83.  
has S this day acknowledged the same before me in my said county.

Given under my hand this 13<sup>th</sup> day of JUNE, 19 83  
My commission expires 11-23-83

*Samuel J. Cann*  
Notary Public

RECORDED  
JUN 15 10 27 AM '83  
COUNTY CLERKS OFFICE  
HARRISON COUNTY  
WEST VIRGINIA

This instrument was presented to the Clerk of the County Commission of Harrison County, West Virginia, on 6-15-83 and the same is admitted to record.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ to-wit:

I, \_\_\_\_\_ a notary public of the said (state) \_\_\_\_\_ do certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the writing above bearing date \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
has \_\_\_\_\_ this day acknowledged the same before me in my said county.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
My commission expires \_\_\_\_\_

Teste: *Frank J. Maxwell Jr* Clerk

Notary Public

002

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ to-wit:

I, \_\_\_\_\_ a notary public of the said (state) \_\_\_\_\_ do certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the writing above bearing date \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
has \_\_\_\_\_ 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 \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ to-wit:

I, \_\_\_\_\_ a notary public of the said (state) \_\_\_\_\_ do certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the writing above bearing date \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
has \_\_\_\_\_ this day acknowledged the same before me in my said county.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
My commission expires \_\_\_\_\_

Notary Public

RECORDED  
JUN 15 1983  
BOOK NO. 1127  
PAGE 11



# Oil and Gas Lease

THIS AGREEMENT, made and entered into this 2nd day of August, 1983  
by and between Paula Carvelle and Frank J. Carvelle, her husband; Janie Hand  
and Fred Hand, her husband; Charles Guy Hardesty, single.

hereinafter called Lessors, whether one or more, and CHESTERFIELD ENERGY CORPORATION, Suite 320, Professional Building,  
South Third Street, Clarksburg, West Virginia 26301, hereinafter called Lessee.

WITNESSETH, that Lessors, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by Lessee, the receipt of which is hereby acknowledged, and of covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let unto Lessee, for the exclusive possession and use of himself, his heirs, successors or assigns, for the purpose of exploring and operating for, producing and marketing oil and gas, natural gasoline, casing head gas, condensate, related hydrocarbons, and all other related products, including the building of roads, laying pipelines, installation of meters and installing equipment thereon to take care of such products, all that certain tract or parcel

of land situate in Clay District, Harrison County, West Virginia, on the waters of Purdy's Run, and bounded substantially by lands now or formerly owned as follows:

North George W. Hartley East R. L. Reed; Arthur Janes  
South Josiah R. Bartlett West Aaron W. Hartley

containing Fifty (50) acres more or less, excepting and reserving, however, therefrom all land within two hundred feet of the residence buildings now on the premises on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of two years from the date ~~XXXXXX~~ ~~XX~~ ~~acquired~~ and as long thereafter as operations are conducted on said land by Lessee in search for or production of oil, natural gas or related products. "Operations" as used herein, shall be deemed to be commenced when the first material or equipment is placed on the leased premises, or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

In consideration of the Premises, Lessee covenants and agrees: 1st - to deliver to the credit of Lessors, their heirs, successors, or assigns, free of cost, a royalty equaling their proportionate share of one-eighth (1/8) part of all oil produced and saved from the leased premises; 2nd - to pay their proportionate share of one-eighth (1/8) of the value at the well of the gas from each and every gas well drilled on said premises, the product from which is marketed and used off the premises; said gas to be measured by meters and said payments to be made by party of second part, by check, mailed to last reported address, to the party of the first part, their heirs or assigns, and payable monthly within ten days of the receipt of said money from the sale of said products; 3rd - to pay "shut-in" royalty, on each date that royalty otherwise would be due as hereinabove provided, based on \$300 per well per year, for each well producing gas only when the gas from such well is not sold, marketed or used off the premises for thirty (30) days or more beyond the designated pay period, and upon such payment it will be considered that gas is being produced in paying quantities.

Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by Lessors or their predecessors in title or otherwise, and any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or delivered.

Lessee shall have the right to pool or unitize the leased acreage, or any part or parts thereof, with other tracts so as to form a drilling unit or pool not to exceed 180 acres for formations shallower than 6000 feet and 640 acres for formations deeper than 6000 feet. Operations upon the pooled acreage, for all purposes except royalty and free gas, shall be deemed to have occurred upon the demised premises. Lessor shall receive as royalties for minerals produced and marketed from the pooled area an amount equal to the proportion that Lessor's acreage placed in the pooled area bears to the total acreage in the pooled area.

If Lessor owns the surface over any part of the leased premises, then Lessor reserves the right to take 200,000 cubic feet of gas per annum for domestic use on said land; or, if Lessor does not own any part of said surface, Lessee may, at his option and free of any charge from Lessor, allow the parties owning said surface to use said 200,000 cubic feet of gas per annum for domestic purposes in one dwelling house only on said land. Said gas shall be taken and used wholly at user's own risk free of charge in safe and proper pipes and appliances, and said domestic gas user shall furnish and install, at their expense, the necessary regulating equipment and pipeline for the safe use of same. Lessee shall provide a connection for said pipeline at a producing gas well on said leased premises, or, at Lessee's option, at a point on Lessee's pipeline leading from said well. All gas used in excess of the above stated amount in any one calendar year shall be paid for by the user of same at a fair domestic rate. All gas so taken and used shall be subject to the use, operation and right of abandonment of the well and pipeline by Lessee, and Lessee shall not be held liable for any accident or damage caused by the use of such gas, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

Lessee covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the hereinabove described tract or parcel of land; and it is agreed that the leased premises may be fully and freely used by Lessors for farming purposes, except such parts as are used by Lessee in operating hereunder.

Lessee covenants and agrees to pay to the Lessor, his proportionate share of the rental in the amount of five dollars per acre per year (\$ 5 ) Dollars, in

in advance, beginning 60 days ~~XXXXXX~~ ~~XXXXXX~~ but not after the date an oil or gas well is drilled upon the leased premises. Any rental paid for time beyond that date shall be credited upon the first royalty due, and all rentals shall cease after the surrender of this lease as hereinafter provided for. All payments by Lessee hereunder shall be made by check payable and mailed as follows:

Benjamin A. Hardesty, Agent S.S. No. \_\_\_\_\_  
P. O. Box 204 (Addendum is attached)  
Clarksburg, WV 26301

It is agreed that Lessee is to have the privilege of using sufficient water and gas from said premises to run all machinery necessary for drilling and operating, and all rights of way necessary to develop the premises or remove equipment, etc., and at any time during or after expiration of this lease to remove all machinery, casing, tubing, fixtures and equipment placed on said premises; and further, upon the payment of \$1.00 by Lessee, his heirs, successors or assigns to Lessors, their heirs, successors or assigns, said Lessee, his heirs, successors or assigns shall have the right to surrender this lease for cancellation, after which all payments and liabilities, thereafter to accrue under and by virtue of its terms shall cease and terminate, and this lease shall become absolutely null and void.

Lessors agree that the recordation of a deed of surrender in the proper county, and the mailing in the post office of a check, payable as above provided, for said last mentioned sum and all amounts then due hereunder by Lessee, shall be a full surrender and termination of this lease.

All provisions of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.



