

### west virginia department of environmental protection

Office of Oil and Gas 601 57th Street SE Charleston, WV 25304 (304) 926-0450 (304) 926-0452 fax Earl Ray Tomblin, Governor Randy C. Huffman, Cabinet Secretary www.dep.wv.gov

September 11, 2012

## WELL WORK PERMIT Horizontal 6A Well

This permit, API Well Number: 47-3305646, issued to ANTERO RESOURCES APPALACHIAN CORPORATION, is evidence of permission granted to perform the specified well work at the location described on the attached pages and located on the attached plat, subject to the provisions of Chapter 22 of the West Virginia Code of 1931, as amended, and all rules and regulations promulgated thereunder, and to all conditions and provisions outlined in the pages attached hereto. Notification shall be given by the operator to the Oil and Gas Inspector at least 24 hours prior to the construction of roads, locations, and/or pits for any permitted work. In addition, the well operator shall notify the same inspector 24 hours before any actual well work is commenced and prior to running and cementing casing. Spills or emergency discharges must be promptly reported by the operator to 1-800-642-3074 and to the Oil and Gas inspector.

Please be advised that form WR-35, well operators report of well work, is to be submitted to this office within 90 days of completion of drilling, as should form WR-34 Discharge Monitoring Report within 30 days of discharge of pits, if applicable. Failure to abide by all statutory and regulatory provisions governing all duties and operations hereunder may result in suspension or revocation of this permit and, in addition, may result in civil and/or criminal penalties being imposed upon the operators.

In addition to the applicable requirements of this permit, and the statutes and rules governing oil and gas activity in WV, this permit may contain specific conditions which must be followed. Permit conditions are attached to this cover letter.

Per 35CSR-4-5.2.g this permit will expire in two (2) years from the issue date unless permitted well work is commenced. If there are any questions, please feel free to contact me at (304) 926-0499 ext. 1654.

Jame Martin

Chief

Operator's Well No: CAYNOR UNIT 1H

Farm Name: CONSOLIDATION COAL CO.

**API Well Number: 47-3305646** 

Permit Type: Horizontal 6A Well

Date Issued: 09/11/2012

Promoting a healthy environment.

### **PERMIT CONDITIONS**

West Virginia Code § 22-6A-8(d) allows the Office of Oil and Gas to place specific conditions upon this permit. Permit conditions have the same effect as law. Failure to adhere to the specified permit conditions may result in enforcement action.

### **CONDITIONS**

- 1. If the operator encounters an unanticipated void, or an anticipated void at an unanticipated depth, the operator shall notify the inspector within 24 hours. Modifications to the casing program may be necessary to comply with W. Va. Code § 22-6A-5a (12), which requires drilling to a minimum depth of thirty feet below the bottom of the void, and installing a minimum of twenty (20) feet of casing. Under no circumstance should the operator drill more than fifty (50) feet below the bottom of the void or install less than twenty (20) feet of casing below the bottom of the void.
- 2. When compacting fills, each lift before compaction shall not be more than 12 inches in height. After compaction each lift must pass a 95 % compaction based on test results from the standard proctor density test of the actual soils used in specific engineered fill sites. Each lift shall be tested for compaction, with a minimum of two tests per lift per acre of fill. All test results shall be maintained on site and available for review.
- 3. Operator shall install signage per § 22-6A-8g (6) (B) at all source water locations included in their approved water management plan within 24 hours of water management plan activation.
- 4. Oil and gas water supply wells will be registered with the Office of Oil and Gas and all such wells will be constructed and plugged in accordance with the standards of the Bureau for Public Health set forth in its Legislative rule entitled *Water Well Regulations*, 64 C.S.R. 19. Operator is to contact the Bureau of Public Health regarding permit requirements. In lieu of plugging, the operator may transfer the well to the surface owner upon agreement of the parties. All drinking water wells within twenty-five hundred feet of the water supply well shall be flow tested by the operator upon request of the drinking well owner prior to operating the water supply well.
- 5. Pursuant to the requirements pertaining to the sampling of domestic water supply wells/springs the operator shall, no later than thirty (30) days after receipt of analytical data provide a written copy to the Chief and any of the users who may have requested such analyses.

## EXHIBIT 4.a. to SSP- WW-6B FORM

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS W.VA. CODE §22-6A - WELL WORK PERMIT APPLICATION

1) Well Opera	tor: Antero Re	sources Appalachian	Corporation	494488557	033 - Harrison	Union	West Milford
				Operator ID	County	District	Quadrangle
2) Operator's	Well Number	Caynor Unit 1	Н		Well Pad Nan	ne: Caynor Pad	
3 Elevation, c	urrent ground	d: 1089'	Ele	vation, proposed	post-construc	ction:	1089'
4) Well Type:	(a) Gas		Oil	•	•	2	
., e 15pe.	Other		OII				
	(b) If Gas:	Shallow		Deep			
		Horizontal					
5) Existing Pa	d? Yes or No	: No					
6) Proposed Ta	arget Formati 7100' TVD, Anticipa	ion(s), Depth(s	), Anticipate , Associated Press	ed Thicknesses an	nd Associated	Pressure(s):	
7) Proposed To	otal Vertical I	Depth: 74	201 T) (D				
8) Formation a			00' TVD Marcellus				
9) Proposed T		-	15,000' MD				
10) Approxim	ate Fresh Wa	ter Strata Dept	hs: 75	, 80', 228', 325', 360', 450	), 510'		
		resh Water De	pth: Off	set well records			
12) Approxim	ate Saltwater	Depths:	1480', 1580', 1720	)*			
13) Approxim			120', 303', 998'				
14) Approxima	ate Depth to l	Possible Void	(coal mine, l	karst, other):	None anticipate	ed	
15) Does land	contain coal	seams tributar	y or adjacen	t to, active mine?	No		
16) Describe p	proposed well	work: Dri	ll, perforate, fractu	re a new horizontal shallo	w well and complete	Marcellus Shale	
17) Describe f	racturing/stin	nulating metho	ods in detail:				<del></del>
Antero plans to po	ump Slickwater into t	he Marcellus Shale for	mation in order to r	eady the well for production	n. The fluid will be co	mprised of approxim	ately 99 percent
water and sand, v	with less than 1 perce	ent special-purpose ad	ditives as shown in	the attached "List of Anticipation of the Antici	pated Additives Used	for Fracturing or Stir	nulating Well."
10) T 1							
18) Total area	to be disturbe	ed, including re	oads, stockp	ile area, pits, etc,	(acres):	10.28 acres	
19) Area to be	disturbed for	well pad only	, less access	road (acres):	3.41 acres		
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						JUN 28	<sup>ሃ</sup> ሀነ <u>ጀ</u>
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### $\underline{\textbf{CASING AND TUBING PROGRAM}}$

ТҮРЕ	Size	New or Used	Grade	Weight per ft.	FOOTAGE: For Drilling	INTERVALS: Left in Well	CEMENT: Fill -up (Cu. Ft.)
Conductor	20"	New	H-40	94#	40'	40'	CTS
Fresh Water	13-3/8"	New	J-55/H-40	54.5#/48#	570'	570'	CTS,792 Cu. Ft.
Coal	9-5/8"	New	J-55	36#	2485'	2485'	CTS,1012 Cu Ft.
Intermediate							
Production	5-1/2"	New	P-110	20#	15000'	15000'	3730 Cu Ft.
Tubing	2-3/8"	New	N-80	4.7#		7300'	
Liners							

ТҮРЕ	Size	Wellbore Diameter	Wall Thickness	Burst Pressure	Cement Type	Cement Yield
Conductor	20"	24"	0.438"	1530	Grout	1.18
Fresh Water	13-3/8"	17-1/2"	0.38"/0.33"	2730/1730	Class A	1.18
Coal	9-5/8"	12-1/4"	0.352"	3520	Class A	1.18
Intermediate						
Production	5-1/2"	8-3/4" & 8-1/2"	0.361"	12630	Lead-H/POZ & Tail - H	H/POZ-1.44 & H-1.8
Tubing	2-3/8"	4.778"	0.19"	11200		
Liners						

### **PACKERS**

Kind:		
Sizes:		
Depths Set:		

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	ing. Conductor: no centralizers
Surface Casing: one centralizer 10' above the float sho	be, one on the insert float collar and one every 4th joint
spaced up the hole to surface.	- The time the coory furjoint
Intermediate Casing: one centralizer above float joint, or	one centralizer 5' above float collar and one every 4th collar
to surface.	The contract of the contract o
Production Casing: one centralizer at shoe joint and or	ne every 3 joints to top of cement in intermediate casing.
2) Describe all cement additives associated with each	
Conductor: no additives, grout cement.	
Conductor: no additives, grout cement.	ake, 5 gallons of clay treat
Conductor: no additives, grout cement.  Surface: Class A cement with 2% calcium and 1/4 lb fl Intermediate: Class A cement with 1/4 lb of flake, 5 ga	lake, 5 gallons of clay treat
Conductor: no additives, grout cement.  Surface: Class A cement with 2% calcium and 1/4 lb fl Intermediate: Class A cement with 1/4 lb of flake, 5 ga  Production: Lead cement- 50/50 Class H/Poz + 1.5% salt +	ake, 5 gallons of clay treat
Conductor: no additives, grout cement.  Surface: Class A cement with 2% calcium and 1/4 lb fl Intermediate: Class A cement with 1/4 lb of flake, 5 ga  Production: Lead cement- 50/50 Class H/Poz + 1.5% salt +	lake, 5 gallons of clay treat llons of clay treat - 1% C-45 + 0.5% C-16a + 0.2% C-12 + 0.45% C-20 + 0.05% C-51
Conductor: no additives, grout cement.  Surface: Class A cement with 2% calcium and 1/4 lb fl Intermediate: Class A cement with 1/4 lb of flake, 5 ga  Production: Lead cement- 50/50 Class H/Poz + 1.5% salt +	lake, 5 gallons of clay treat llons of clay treat - 1% C-45 + 0.5% C-16a + 0.2% C-12 + 0.45% C-20 + 0.05% C-51

Surface: blowhole clean with air, trip to conductor shoe, trip to bottom, blowhole clean with air, trip out, run casing, circulate pipe capacity + 40 bbls fresh water followed by 25 bbls bentonite mud, 10 bbls fresh water spacer. Intermediate: blowhole clean with air, trip to surface casing shoe, trip to bottom, blowhole clean with air, trip out, run casing, circulate 40 bbls brine water followed by 10 bbls fresh water and 25 bbls bentonite mud, pump 10 bbls fresh water. Production: circulate with 14 lb/gal NaCl mud, trip to middle of lateral, circulate, pump high viscosity sweep, trip to base of curve, pump high viscosity sweep, trip to top of curve, trip to bottom, circulate, pump high viscosity sweep, trip out, run casing, circulate 10 bbls fresh water, pump 48 bbls barite pill, pump 10 bbls fresh water followed by 48 bbls mud flush and 10 bbls water.

\*Note: Attach additional sheets as needed.

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## EXHIBIT 4.b. to SSP- WW-6B FORM

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS W.VA. CODE §22-6A - WELL WORK PERMIT APPLICATION

1) Well Operator:	Antero Res	ources Appalachi	an Corporation	494488557	033 - Harrison	Union	West Milford
				Operator ID	County	District	Quadrangle
2) Operator's Well	Number	Thrash Unit	1H	W	Vell Pad Nam	e: Caynor Pad	
3 Elevation, curren	t ground	1089'	Ele	vation, proposed p	ost-construc	tion:	1089'
4) Well Type: (a) (	-ac	21	Oil	, , I I		3=	
	Other		OII				
	f Gas:	Shallow		Deep			
		Horizontal		_ · -			
5) Existing Pad? Ye	s or No:	No					
6) Proposed Target	Formatio	on(s). Denth	(s) Anticinate	ed Thicknesses and	A securiated	Draccura(c)	
Marcellus: Depth- 7100' T	VD, Anticipat	ed Thickness- 60 fe	eet, Associated Press	ure- 3250#	ASSOCIATED	ressure(s).	
7) Proposed Total V			7100' TVD				
8) Formation at Total N			Marcellus				
<ol> <li>Proposed Total N</li> <li>Approximate Fi</li> </ol>			14,250' MD	201 0001 0001 0001 450			
11) Method to Dete				, 80', 228', 325', 360', 450, set well records	510'		
12) Approximate Sa			1480', 1580', 1720				
13) Approximate C			120', 303', 998',				
14) Approximate D					None anticipata	٠	
15) Does land conta					None anticipate	<u>u</u>	
16) Describe propos				re a new horizontal shallow		Marcellus Shale	
						Trial College	
-							
-							
17) Describe fractur	ring/stim	ulating meth	nods in detail:				
Antero plans to pump Slic	kwater into th	e Marcellus Shale	formation in order to r	eady the well for production.	The fluid will be cor	mprised of approxim	ately 99 percent
water and sand, with less	than 1 percei	nt special-purpose	additives as shown in	the attached "List of Anticipa	ated Additives Used	for Fracturing or Stir	nulating Well."
-							
10) TI ( 1	11 . 1						
18) Total area to be	disturbe	d, including	roads, stockp	ile area, pits, etc, (	(acres):	10.28 acres	
19) Area to be distu	rbed for	well pad on	ly, less access	road (acres):	3.41 acres	E	
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						WW. D. D. S	3-775
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### CASING AND TUBING PROGRAM

ТҮРЕ	Size	New or Used	Grade	Weight per ft.	FOOTAGE: For Drilling	INTERVALS: Left in Well	CEMENT: Fill -up (Cu. Ft.)
Conductor	20"	New	H-40	94#	40'	40'	CTS
Fresh Water	13-3/8"	New	J-55/H-40	54.5#/48#	575'	575'	CTS,799 Cu. Ft.
Coal	9-5/8"	New	J-55	36#	2495'	2495'	CTS,1016 Cu Ft.
Intermediate							
Production	5-1/2"	New	P-110	20#	14250'	14250'	3521 Cu Ft.
Tubing	2-3/8"	New	N-80	4.7#		7300'	
Liners							

TYPE	Size	Wellbore Diameter	Wall Thickness	Burst Pressure	Cement Type	Cement Yield
Conductor	20"	24"	0.438"	1530	Grout	1.18
Fresh Water	13-3/8"	17-1/2"	0.38"/0.33"	2730/1730	Class A	1.18
Coal	9-5/8"	12-1/4"	0.352"	3520	Class A	1.18
Intermediate						
Production	5-1/2"	8-3/4" & 8-1/2"	0.361"	12630	Lead-H/POZ & Tail - H	H/POZ-1.44 & H-1.8
Tubing	2-3/8"	4.778"	0.19"	11200		
Liners						

### **PACKERS**

Kind:		
Sizes:		
Depths Set:		



21) Describe centralizer placement for each casing string.

Conductor: no centralizers

Surface Casing: one centralizer 10' above the float shoe, one on the insert float collar and one every 4th joint spaced up the hole to surface.

Intermediate Casing: one centralizer above float joint, one centralizer 5' above float collar and one every 4th collar to surface.

Production Casing: one centralizer at shoe joint and one every 3 joints to top of cement in intermediate casing.

22) Describe all cement additives associated with each cement type.

Conductor: no additives, grout cement.

Surface: Class A cement with 2% calcium and 1/4 lb flake, 5 gallons of clay treat

Intermediate: Class A cement with 1/4 lb of flake, 5 gallons of clay treat

Production: Lead cement- 50/50 Class H/Poz + 1.5% salt + 1% C-45 + 0.5% C-16a + 0.2% C-12 + 0.45% C-20 + 0.05% C-51 Production: Tail cement- Class H + 45 PPS Calcium Carbonate + 1.0% FL-160 + 0.2% ACGB-47 + 0.05% ACSA-51 + 0.2% ACR-20

23) Proposed borehole conditioning procedures.

Conductor: blowhole clean with air, run casing, 10 bbls fresh water.

Surface: blowhole clean with air, trip to conductor shoe, trip to bottom, blowhole clean with air, trip out, run casing, circulate pipe capacity + 40 bbls fresh water followed by 25 bbls bentonite mud, 10 bbls fresh water spacer.

Intermediate: blowhole clean with air, trip to surface casing shoe, trip to bottom, blowhole clean with air, trip out, run casing, circulate 40 bbls brine water followed by 10 bbls fresh water and 25 bbls bentonite mud, pump 10 bbls fresh water.

Production: circulate with 14 lb/gal NaCl mud, trip to middle of lateral, circulate, pump high viscosity sweep, trip to base of curve, pump high viscosity sweep, trip to top of curve, trip to bottom, circulate, pump high viscosity sweep, trip out, run casing, circulate 10 bbls fresh water, pump 48 bbls barite pill, pump 10 bbls fresh water followed by 48 bbls mud flush and 10 bbls water.

\*Note: Attach additional sheets as needed.



5/16/12 33-05646

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS W.VA. CODE §22-6A - WELL WORK PERMIT APPLICATION

1) Well Operator	Antero Res	ources Appelachia	n Corporation	494488557	033 - Harrison	Union	West Milford
				Operator ID	County	District	Quadrangle
2) Operator's We	ell Number:	Caynor Unit	1H	V	Well Pad Nan	ne: Cavnor Pad	
3 Elevation, curi	rent ground:	~1070'	Ele	evation, proposed		_	1089'
4) Well Type: (a	) Gas Other		Oil				
(b	) If Gas:	Shallow Horizontal		Deep		6	
5) Existing Pad?	Yes or No:	No					
6) Proposed Targ	get Formatio	n(s), Depth( d Thickness-60 fe	(s), Anticipat et, Associated Pres	ed Thicknesses an	d Associated	Pressure(s):	
7) Proposed Tota	l Vertical D	enth: 7	100' TVD				
8) Formation at 7		•	Marcellus				
9) Proposed Tota			15,000' MD		,		
10) Approximate				2 90' 200' 905' 906' 450	F401		
11) Method to De				5', 80', 228', 325', 360', 450,	, 510'		
12) Approximate			_	ffset well records			
13) Approximate			1480', 1580', 172				
14) Approximate			120', 303', 998				
15) Does land as	ntain and a	ossible Aoid	(coai mine,	karst, other):	None anticipate	ed V	
				nt to, active mine?	No		
16) Describe pro	posea well v	vork: D	rill, perforate, fract	ure a new horizontal shallo	w well and complete	Marcellus Shale	
*Antero will be air drill	ing the fresh water	string which make	s it difficult to determ	nine when freshwater is enco	ountered therefore w	m have built in a built	or for the seeles
setting depth which he	elps to ensure that	all fresh water zon	es are covered.		and an area of	C HEAD DOIN III & DOILE	a for the casing
17) Describe frac	turing/stim	Ilating meth	ods in detail:	ready the well for production	n. The fluid will be co	omprised of approxim	nately 89 percent
water and sand, with I	less than 1 percen	l special-purpose a	dditives as shown in	n the attached "List of Anticip	pated Additives Used	for Fracturing or Stin	nulating Well."
18) Total area to	be disturbed	l, including	roads, stockj	oile area, pits, etc,	(acres):	10.28 acres	
19) Area to be dis	sturbed for	well pad onl	y, less access	s road (acres):	3.41 acres		
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### CASING AND TUBING PROGRAM

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ТҮРЕ	Size	New or Used	Grade	Weight per ft.	FOOTAGE: For Drilling	INTERVALS: Left in Well	CEMENT: Fill -up (Cu. Ft.)
Conductor	20"	New	H-40	94#	40'	40'	CTS
Fresh Water	13-3/8"	New	J-55/H-40	54.5#/48#	570'	570' *see above	CTS,792 Cu. Ft.
Coal	9-5/8"	New	J-55	36#	2485'	2485'	CTS,1012 Cu Ft.
Intermediate							
Production	5-1/2"	New	P-110	20#	15000'	15000'	3730 Cu Ft.
Tubing	2-3/8"	New	N-80	4.7#		7300'	
Liners							

ТҮРЕ	<u>Size</u>	Wellbore Diameter	Wall Thickness	Burst Pressure	Cement Type	Cement Yield
Conductor	20"	24"	0.438"	1530	Grout	1.18
Fresh Water	13-3/8"	17-1/2"	0.38"/0.33"	2730/1730	Class A	1.18
Coal	9-5/8"	12-1/4"	0.352"	3520	Class A	1.18
Intermediate						
Production	5-1/2"	8-3/4" & 8-1/2"	0.361"	12630	Lead-H/POZ & Tall - H	H/POZ-1.44 & H-1.8
Tubing	2-3/8"	4.778"	0.19"	11200		
Liners						

### **PACKERS**

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21) Describe centralizer placement for each casing string.

Conductor: no centralizers

Surface Casing: one centralizer 10' above the float shoe, one on the insert float collar and one every 4th joint spaced up the hole to surface.

Intermediate Casing: one centralizer above float joint, one centralizer 5' above float collar and one every 4th collar to surface.

Production Casing: one centralizer at shoe joint and one every 3 joints to top of cement in intermediate casing.

22) Describe all cement additives associated with each cement type.

Conductor: no additives, grout cement.

Surface: Class A cement with 2% calcium and 1/4 lb flake, 5 gallons of clay treat

Intermediate: Class A cement with 1/4 lb of flake, 5 gallons of clay treat

Production: Lead cement- 50/50 Class H/Poz + 1.5% salt + 1% C-45 + 0.5% C-16a + 0.2% C-12 + 0.45% C-20 + 0.05% C-51 Production: Tail cement- Class H + 45 PPS Calcium Carbonate + 1.0% FL-160 + 0.2% ACGB-47 + 0.05% ACSA-51 + 0.2% ACR-20

23) Proposed borehole conditioning procedures.

Conductor: blowhole clean with air, run casing, 10 bbls fresh water.

Surface: blowhole clean with air, trip to conductor shoe, trip to bottom, blowhole clean with air, trip out, run casing, circulate pipe capacity + 40 bbls fresh water followed by 25 bbls bentonite mud, 10 bbls fresh water spacer. Intermediate: blowhole clean with air, trip to surface casing shoe, trip to bottom, blowhole clean with air, trip out, run casing, circulate 40 bbls brine water followed by 10 bbls fresh water and 25 bbls bentonite mud, pump 10 bbls fresh water. Production: circulate with 14 lb/gal NaCl mud, trip to middle of lateral, circulate, pump high viscosity sweep, trip to base of curve, pump high viscosity sweep, trip to top of curve, trip to bottom, circulate, pump high viscosity sweep, trip out, run casing, circulate 10 bbls fresh water, pump 48 bbls barite pill, pump 10 bbls fresh water followed by 48 bbls mud flush and 10 bbls water.

\*Note: Attach additional sheets as needed.



JUN 28 2012

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS

# CONSTRUCTION AND RECLAMATION PLAN AND SITE REGISTRATION APPLICATION FORM GENERAL PERMIT FOR OIL AND GAS PIT WASTE DISCHARGE

Operator Name Antero Resources Appalachian Corporation	OP Code 494488557
Watershed West Fork River	Quadrangle West Milford
Elevation 1089' County Harrison	District Union
Description of anticipated Pit Waste: Drilling and Flowback Fluids at	nd Cuttings
Do you anticipate using more than 5,000 bbls of water to complete	ete the proposed well work? Yes X NoNo
Will a synthetic liner be used in the pit? Yes . If	'so, what mil.? 80 mll
Proposed Disposal Method For Treated Pit Wastes:  Land Application	
Underground Injection (UIC Permit	Number
Reuse (at API Number_Future permitte	d well locations when applicable. API# will be provided on Form WR-34)
Off Site Disposal (Meadowfill Landfill) Other (Explain	Permit #SWF-1032-98)
Drilling medium anticipated for this well? Air, freshwater, oil ba	Seed etc Surface - Ald/Freshwater, Intermediate - Dust/Stiff Foam, Production - Water Report Mand
-If oil based, what type? Synthetic, petroleum, etc. N/A	The state of the s
Additives to be used? Please See Attachment	
Will closed loop system be used ? Yes	CC 1. Personal off the set of the
Drill cuttings disposal method? Leave in pit, landfill, removed o  -If left in pit and plan to solidify what medium will be u	
-Landfill or offsite name/permit number? Meadowfill Land	
-	
I certify under penalty of law that I have personally application form and all attachments thereto and that based on r	examined and am familiar with the information submitted on this ny inquiry of those individuals immediately responsible for obtaining and complete. I am aware that there are significant penalties for imprisonment.
Company Official (Typed Name) Gerard G. Alberts	
Company Official Title Environmental & Regulatory Manager	
Subscribed and sworn before me this	Vay 20/2
00-11	and the state of t
Churtoue	Notary Public
My commission expires 118 7014	NOTARY ALE
	office of Oil & coloniantific
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Property Boundary	A		Diversion			
Poad		====	Spring		O	
Existing Fence	——×——×——×	—×— '	Wet Spot		many.	
Planned Fence			Drain Pipe		_	
Stream		· `	w size in inches		(12)	
Open Ditch		<b>&gt;</b>	Waterway	$\leftarrow$	<del></del>	=
Rock	သို့တို့လို့ဝ	(	Cross Diain	77777	<i></i>	7711
	<b>†</b>	,	Artificial Filter Sti	ip KKKEKK	XXXXXXXXXXXXX	XXXX
North	T N	F	Pit Cut Walls		ETT TIP	
Buildings		ŧ	Pit: Compacted F	'ill Walls	War Indiana	
Water Wells	(W)	,	Nea for Land App	plication	Contractor Contractor	
Drill Sites (New Ped 3.41 + New Access	<del>(1)</del>		of Pit Yvaete			
(New Pad 3.41 + New Access Proposed Revegetation Treat						
	unient. Acres Disturbed		Pr	evegetation	pH	
Lime 2-3	Tons/acre or to corr	ect to pH 6.5		_		
Fertilizer (10-20-20	or equivalent) 500	lbs/acre (50	00 lbs minimus	m)		
Mulch 2-3				•		
TVI MICHI		Tons/acre Hay	or straw or Wo	od Fiber (wil	l be used where need	led)
		Seed Mixtu	ires			
	ea I (Temporary)			A	rea II (Permanent	n
Seed Type	lbs/acre		Seed	Туре	lbs/acre	
Annual Rye Grass	40	Fox	Tail/Grassy		40	
		Pere	nnial Rye Gras	\$S	30	
		Crov	vn Vetch		20	
Attach: Drawing(s) of road, location,	pit and proposed area for	land application.				
Photocopied section of invol	ved 7.5' topographic sheet	<u>.</u>				
	20/					
Plan Approved by:	1116-					
Comments:						
Title: 0/ 9 GA 1 Field Reviewed?	Ingpector	Date	: 240	) on 12		
Field Reviewed?	Yes (	) No				
	,			a Tara	ice of Oil 8	L)
				11	HUG UI UII O	A COLOR

JUN 28 2012



# Well Site Safety Plan Antero Resources

Well Name: Caynor Unit 1H, Thrash Unit 1H, Thrash Unit 2H, Brutus Unit 1H, Ira Unit 1, Ira Unit 1H, Ira Unit 2H

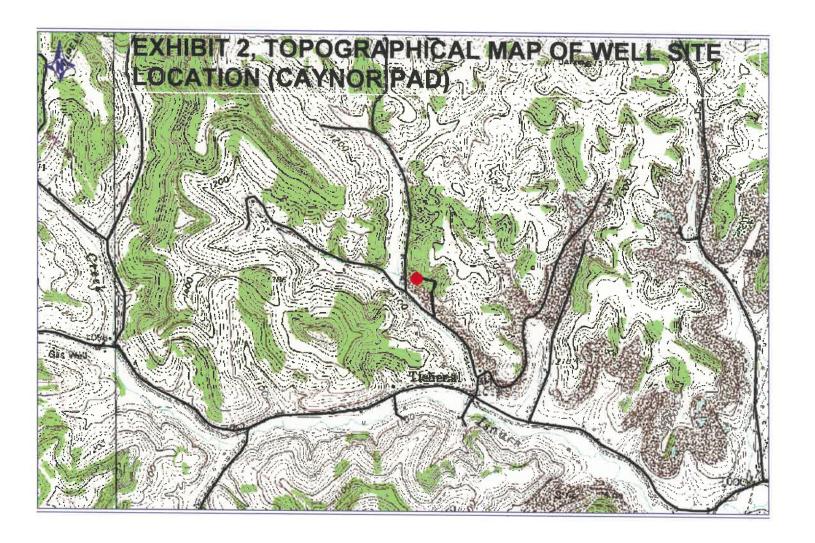
Pad Location: CAYNOR PAD

Harrison County/Union District

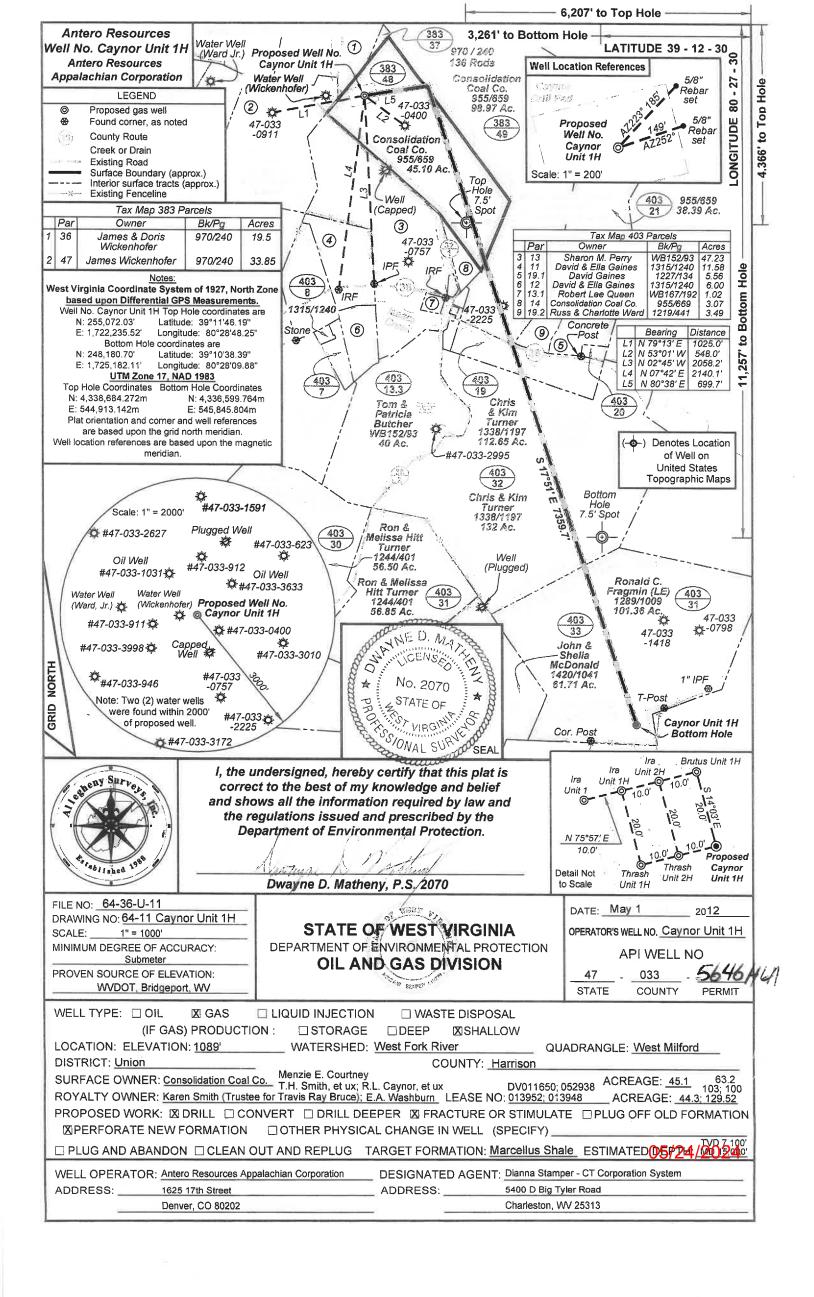
GPS Coordinates: Lat 39°11'46.6"/Long 80°28'47.8"

**Driving Directions:** From the town of Lost Creek off I79 head west on W Virginia 270 for 4.5 miles. Turn left onto W Virginia 270 W/Main St for 0.5 miles. Turn left onto US-19 S/Milford St for 2.8 miles. Turn right onto Issacs Creek Rd for 1 mile. Continue onto Co Route 38/ Industrial Isaacs Creek Rd for 1.2 miles. Turn right to stay on Co Route 38/ Industrial Isaacs Creek Rd. Continue onto Co Route 32/6 for 0.5 miles. Lease road will be near the intersection of Stone Coal Rd.

JUN 28 2012







### INFORMATION SUPPLIED UNDER WEST VIRGINIA CODE Chapter 22, Article 6A, Section 5(a)(5) IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)

Under the oath required to make the verification on page 1 of this Notice and Application, I depose and say that I am the person who signed the Notice and Application for the Applicant, and that –

- (1) the tract of land is the same tract described in this Application, 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
Lease #052938			
		= = .	
Menzie E. & Cora M. Courtney, his wife, his wife	Reserve Gas Company	Flat Rate	0234/0204
Dominion E&P, Inc.	Antero Resources Appalachian Corp.	Partial Assignment* of O&G Leases	1423/1068
Lease #013952			
T.H. Smith & S.A. Smith, his wife	Hope Natural Gas Company	Flat Rate	0175/0157
Dominion E&P, Inc.	Antero Resources Appalachian Corp.	Partial Assignment* of O&G Leases	1423/1068
Lease #013948			
E.A. Washburn & Laverna Washburn, his wife	Hope Natural Gas Company	Flat Rate	0175/0160
Dominion E&P, Inc.	Antero Resources Appalachian Corp.	Partial Assignment* of O&G Leases	1423/1068

<sup>\*</sup>Partial Assignments to Antero Resources Appalachian Corporation Include 100% rights to extract, produce and market the oil and gas from the Marcellus and any other formations completed with this well.

## Acknowledgement of Possible Permitting/Approval In Addition to the Office of Oil and Gas

The permit applicant for the proposed well work addressed in this application hereby acknowledges the possibility of the need for permits and/or approvals from local, state, or federal entities in addition to the DEP, Office of Oil and Gas, including but not limited to the following:

- WV Division of Water and Waste Management
- WV Division of Natural Resources WV Division of Highways
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- County Floodplain Coordinator

The applicant further acknowledges that any Office of Oil and Gas permit in no way overrides, replaces, or nullifies the need for other permits/approvals that may be necessary and further affirms that all needed permits/approvals should be acquired from the appropriate authority before the affected activity is initiated.

Well Operator: Antero Resources Appa achian Corporation

By: Kevin Kilstrom Vice President of Production

Val Deceloneri et on

### Operator's Well Number Caynor Unit 1H

### INFORMATION SUPPLIED UNDER WEST VIRGINIA CODE Chapter 22, Article 6, Section 8(d) IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)

Under the oath required to make the verification on page 1 of this Notice and Application, I depose and say that I am the person who signed the Notice and Application for the Applicant, and that –

- (1) the tract of land is the same tract described in this Application, 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
Karen Smith Lease			
Karen Smith, Trustee for Travis Ray Bruce	Antero Resources Appalachian Corp.	1/8	1464/1168
Karen Sue Smith & Robert Smith, h/w	Antero Resources Appalachian Corp.	1/8	1464/1172
Cheryl Caynor, POA for Betty Ann Caynor	Antero Resources Appalachian Corp.	1/8	1466/0034
Virginia L. Henning, heir of Joy Fortney	Antero Resources Appalachian Corp.	1/8	1467/0030
Ronald L. Fortney, heir of Joy Fortney	Antero Resources Appalachian Corp.	1/8	1467/0236
Dale E. Fortney, heir of Joy Fortney	Antero Resources Appalachian Corp.	1/8	1467/0240
Robert Keith Caynor	Antero Resources Appalachian Corp.	1/8	1468/0853
Elemental Resources	Antero Resources Appalachian Corp.	1/8	1468/0866
Barbara J. Fox	Antero Resources Appalachian Corp.	15.00%	1472/1069
Betty Jean Inscore, heir of Floy Post	Antero Resources Appalachian Corp.	1/8	1470/1041
Elaine Jones	Antero Resources Appalachian Corp.	15.00%	1472/0943
Kathy Paxton	Antero Resources Appalachian Corp.	15.00%	1472/1074
Patty Phillips	Antero Resources Appalachian Corp.	15.00%	1473/0033
Perry Post & Debbie Post, h/w, heirs of Floy Post	Antero Resources Appalachian Corp.	1/8	1471/0049
Lease #DV011650  R.L. Caynor & Cora M. Courtney, his wife	Reserve Gas Company	Flat Rate	0234/0206
Dominion E&P, Inc.	Antero Resources Appalachian Corp.	Partial Assignment* of O&G Leases	1423/1068

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May 3, 2012

Antero Resources 1625 17th Street Denver, Colorado 80202 Office 303.357.7310 Fax 303.357.7315

West Virginia Department of Environmental Protection Chief, Office of Oil and Gas Attn: Mr. James Martin 601 57<sup>th</sup> Street SE Charleston, WV 25304

RE:

Caynor Unit 1H

Quadrangle: West Milford

Harrison County/Union District, West Virginia

Mr. Martin:

Antero Resources Appalachian Corporation (Antero) is submitting the following application for a new well work permit for the Caynor Unit 1H horizontal shallow well. As an authorized representative, I certify that Antero has the right to extract, produce or market the oil or gas for all leases through which the Caynor Unit 1H horizontal lateral will drill through including any and all roads crossed under as identified on the attached survey plat.

Stoane Ford

Sloane Ford Landman

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WW-6A (1-12) API NO. 47- 033 OPERATOR WELL NO. Caynor Unit 1H
Well Pad Name: Caynor Pad

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE OF APPLICATION

Notice Time Requirement: notice shall be provided no later than the filing date of permit application. Date of Notice: 05/15/2012 Date Permit Application Filed: 05/15/2012 Notice of: ☐ CERTIFICATE OF APPROVAL FOR THE PERMIT FOR ANY CONSTRUCTION OF AN IMPOUNDMENT OR PIT WELL WORK Delivery method pursuant to West Virginia Code § 22-6A-10(b) ☐ PERSONAL REGISTERED ■ METHOD OF DELIVERY THAT REQUIRES A RECEIPT OR SIGNATURE CONFIRMATION **SERVICE** Pursuant to W. Va. Code § 22-6A-10(b), no later than the filing date of the application, the applicant for a permit for any well work or for a certificate of approval for the construction of an impoundment or pit as required by this article shall deliver, by personal service or by registered mail or by any method of delivery that requires a receipt or signature confirmation, copies of the application, the erosion and sediment control plan required by section seven of this article, and the well plat to each of the following persons: (1) The owners of record of the surface of the tract on which the well is or is proposed to be located; (2) The owners of record of the surface tract or tracts overlying the oil and gas leasehold being developed by the proposed well work, if the surface tract is to be used for roads or other land disturbance as described in the erosion and sediment control plan submitted pursuant to subsection (c), section seven of this article; (3) The coal owner, operator or lessee, in the event the tract of land on which the well proposed to be drilled is located [sic] is known to be underlain by one or more coal seams; (4) The owners of record of the surface tract or tracts overlying the oil and gas leasehold being developed by the proposed well work, if the surface tract is to be used for the placement, construction, enlargement, alteration, repair, removal or abandonment of any impoundment or pit as described in section nine of this article; (5) Any surface owner or water purveyor who is known to the applicant to have a water well, spring or water supply source located within one thousand five hundred feet of the center of the well pad which is used to provide water for consumption by humans or domestic animals; and (6) The operator of any natural gas storage field within which the proposed well work activity is to take place. (c)(1) If more than three tenants in common or other co-owners of interests described in subsection (b) of this section hold interests in the lands, the applicant may serve the documents required upon the person described in the records of the sheriff required to be maintained pursuant to section eight, article one, chapter eleven-a of this code. (2) Notwithstanding any provision of this article to the contrary, notice to a lien holder is not notice to a landowner, unless the lien holder is the landowner. Notice is hereby provided to: ■ SURFACE OWNER(s) COAL OWNER OR LESSEE Name: Consolidation Coal Company (Attn: Dave Botjos) Name: SEE ATTACHED LIST Address: CNX Center-1000 Consol Energy Drive Address: Canonsburg, PA 15317 Name: COAL OPERATOR Address: Name: SEE ATTACHED LIST Address: ■ SURFACE OWNER(s) (Road and/or Other Disturbance) Name: \_\_\_\_Robert M. Lewis (Clearing Area) WATER PURVEYOR(s)/OWNER(s) OF WATER WELL, SPRING OR OTHER MATER SUPPLY SOURCE
Name: SEE ATTACHED LIST RR 1, Box 73-1 Address: Lost Creek, WV 26385 Name: SEE ATTACHED LIST Name: Address: OPERATOR OF ANY NATURAL GAS STORAGE ☐ SURFACE OWNER(s) (Impoundments/Pits) FIELD Name: Name: Address: Address:

\*Please attach additional forms if necessary

API NO. 47- 033 -

OPERATOR WELL NO. Caynor Unit 1H

Well Pad Name: Caynor Pad

#### Written Comment:

Pursuant to West Virginia Code § 22-6A-11(a), all persons described in subsection (b), section ten of this article may file written comments with the secretary as to the location or construction of the applicant's proposed well work within thirty days after the application is filed with the secretary. All persons described in West Virginia Code § 22-6A-10(b) may file written comments as to the location or construction of the applicant's proposed well work to the Secretary at:

Chief, Office of Oil and Gas Department of Environmental Protection 601 57<sup>th</sup> St. SE Charleston, WV 25304 (304) 926-0450

Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water. NOTE: YOU ARE NOT REQUIRED TO FILE ANY COMMENT.

### Time Limits and Methods for Filing Comments.

The law requires these materials to be served on or before the date the operator files its Application. You have **THIRTY (30) DAYS** after the filing date to file your comments. Comments must be filed in person or received in the mail by the Chief's office by the time stated above. You may call the Chief's office to be sure of the date. Check with your postmaster to ensure adequate delivery time or to arrange special expedited handling. If you have been contacted by the well operator and you have signed a "voluntary statement of no objection" to the planned work described in these materials, then the permit may be issued at any time.

Pursuant to West Virginia Code § 22-6A-11(c)(2), Any objections of the affected coal operators and coal seam owners and lessees shall be addressed through the processes and procedures that exist under sections fifteen, seventeen and forty, article six of this chapter, as applicable and as incorporated into this article by section five of this article. The written comments filed by the parties entitled to notice under subdivisions (1), (2), (4), (5) and (6), subsection (b), section ten of this article shall be considered by the secretary in the permit issuance process, but the parties are not entitled to participate in the processes and proceedings that exist under sections fifteen, seventeen or forty, article six of this chapter, as applicable and as incorporated into this article by section five of this article.

### **Comment Requirements**

Your comments must be in writing and include your name, address and telephone number, the well operator's name and well number and the approximate location of the proposed well site including district and county from the application. You may add other documents, such as sketches, maps or photographs to support your comments.

#### **Permit Denial or Condition**

The Chief has the power to deny or condition a well work permit. Pursuant to West Virginia Code § 22-6A-8(d), the permit may not be issued or be conditioned, including conditions with respect to the location of the well and access roads prior to issuance if the director determines that:

- (1) The proposed well work will constitute a hazard to the safety of persons;
- (2) The plan for soil erosion and sediment control is not adequate or effective;
- (3) Damage would occur to publicly owned lands or resources; or
- (4) The proposed well work fails to protect fresh water sources or supplies.

A permit may also be denied under West Virginia Code § 22-6A-7(k), the secretary shall deny the issuance of a permit if the secretary determines that the applicant has committed a substantial violation of a previously issued permit for a horizontal well, including the applicable erosion and sediment control plan associated with the previously issued permit, or a substantial violation of one or more of the rules promulgated under this article, and in each instance has failed to abate or seek review of the violation within the time prescribed by the secretary pursuant to the provisions of subdivisions (1) and (2), subsection (a), section five of this article and the rules promulgated hereunder, which time may not be unreasonable.

Pursuant to West Virginia Code § 22-6A-10(g), any person entitled to submit written comments to the secretary pursuant to subsection (a), section eleven of this article, shall also be entitled to receive from the secretary a copy of the permit as issued or a copy of the order modifying or denying the permit if the person requests receipt of them as a part of the written comments submitted concerning the permit application. Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water.

MAY 1 6 2012

API NO. 47- 033 -

OPERATOR WELL NO. Caynor Unit 1H

Well Pad Name: Caynor Pad

### Notice is hereby given:

Pursuant to West Virginia Code § 22-6A-10(b), notice is hereby given that the undersigned well operator has applied for a permit for well work or for a certificate of approval for the construction of an impoundment or pit.

#### This Notice Shall Include:

Pursuant to W. Va. Code § 22-6A-10(b), this notice shall include: (1) copies of the application; (2) the erosion and sediment control plan required by section seven of this article; and (3) the well plat.

Pursuant to W. Va. Code § 22-6A-10(f), this notice shall also include: (1) a statement of the time limits for filing written comments; (2) who may file written comments; (3)the name and address of the secretary for the purpose of filing the comments and obtaining additional information; and (4) a statement that the persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water.

Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57<sup>th</sup> Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting <a href="https://www.dep.wv.gov/oil-and-gas/pages/default.aspx">www.dep.wv.gov/oil-and-gas/pages/default.aspx</a>.

### Water Well Testing:

Pursuant to West Virginia Code § 22-6A-10(d), notification shall be made, with respect to surface landowners identified in subsection (b) or water purveyors identified in subdivision (5), subsection (b) of this section, of the opportunity for testing their water well.

### Water Testing Laboratories:

Pursuant to West Virginia Code § 22-6A-10(i), persons entitled to notice pursuant to subsection (b) of this section may contact the department to ascertain the names and locations of water testing laboratories in the subject area capable and qualified to test water supplies in accordance with standard accepted methods. In compiling that list of names the department shall consult with the state Bureau for Public Health and local health departments.

#### **Well Location Restrictions**

Pursuant to W. Va. Code § 22-6A-12, Wells may not be drilled within two hundred fifty feet measured horizontally from any existing water well or developed spring used for human or domestic animal consumption. The center of well pads may not be located within six hundred twenty-five feet of an occupied dwelling structure, or a building two thousand five hundred square feet or larger used to house or shelter dairy cattle or poultry husbandry. This limitation is applicable to those wells, developed springs, dwellings or agricultural buildings that existed on the date a notice to the surface owner of planned entry for surveying or staking as provided in section ten of this article or a notice of intent to drill a horizontal well as provided in subsection (b), section sixteen of this article was provided, whichever occurs first, and to any dwelling under construction prior to that date. This limitation may be waived by written consent of the surface owner transmitted to the department and recorded in the real property records maintained by the clerk of the county commission for the county in which such property is located. Furthermore, the well operator may be granted a variance by the secretary from these distance restrictions upon submission of a plan which identifies the sufficient measures, facilities or practices to be employed during well site construction, drilling and operations. The variance, if granted, shall include terms and conditions the department requires to ensure the safety and protection of affected persons and property. The terms and conditions may include insurance, bonding and indemnification, as well as technical requirements. (b) No well pad may be prepared or well drilled within one hundred feet measured horizontally from any perennial stream, natural or artificial lake, pond or reservoir, or a wetland, or within three hundred feet of a naturally reproducing trout stream. No well pad may be located within one thousand feet of a surface or ground water intake of a public water supply. The distance from the public water supply as identified by the department shall be measured as follows: (1) For a surface water intake on a lake or reservoir, the distance shall be measured from the boundary of the lake or reservoir. (2) For a surface water intake on a flowing stream, the distance shall be measured from a semicircular radius extending upstream of the surface water intake. (3) For a groundwater source, the distance shall be measured from the wellhead or The department may, in its discretion, waive these distance restrictions upon submission of a plan identifying sufficient measures, facilities or practices to be employed during well site construction, drilling and operations to protect the waters of the state. A waiver, if granted, shall impose any permit conditions as the secretary considers necessary. (c) Notwithstanding the foregoing provisions of this section, nothing contained in this section prevents an operator from conducting the activities permitted or authorized by a Clean Water Act Section 404 permit or other approval from the United States Army Corps of Engineers within any waters of the state or within the restricted areas referenced in this section. (d) The well location restrictions set forth in this section shall not apply to any well on a multiple well pad if at least one of the wells was permitted prior to the effective date of this article. (e) The secretary shall, by December 31, 2012, report to the Legislature on the noise, light, dust and volatile organic compounds generated by the drilling of horizontal wells as they relate to the well location restrictions regarding occupied dwelling strategies pursuant to this section. Upon a finding, if any, by the secretary that the well location restrictions regarding occupied dwelling structures are inadequate or otherwise require alteration to address the items examined in the study required by this subsection, the secretary shall have the authority to propose for promulgation legislative rules establishing guidelines and procedures regarding reasonable levels of noise, light, dust and volatile organic compounds relating to drilling horizontal wells, including reasonable means of mitigating such factors, if necessary.

WW-6A (1-12) API NO. 47- 033 -

OPERATOR WELL NO. Caynor Unit 1H

Well Pad Name: Caynor Pad

Notice is hereby given by:

Well Operator: Antero Resources Appalachian Corporation

Address: 1625 17th Street

Telephone: 303-357-7310

Denver, CO 80202 Facsimile: 303-357-7315

Email: hknopping@anteroresources.com

Oil and Gas Privacy Notice:

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at <a href="mailto:depprivacyofficer@wv.gov">depprivacyofficer@wv.gov</a>.



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### **WW-6A Notice of Application Attachment:**

Coal Owner, Operator, Lessee(s):

Owner: Consolidation Coal Company

c/o Leatherwood, Inc.

**CNX** Center

**Address:** 1000 Consol Energy Dr.

Canonsburg, PA 15317

**Operator:** Gregory & Poole Coal Company

Address: 1101 Union Building

Charleston, WV 26426

**Operator:** R & L Coal Corporation

Address: P.O. Box 144

Delbarton, WV 25670

Operator: Bitner Fuel Company

Address: Route 1

Bloomingdale, OH 43910

**Operator:** Byron Construction Company

Address: P.O. Box 421

Lost Creek, WV 26385

**Operator:** S & M Construction Company

**Address:** 10504 Lucasville Road

Manassas, VA 20112

Operator: S & M Construction Company

Address: 5400D Big Tyler Road

Charleston, WV 25313

Water Well Owners:

WW Owner: James W. & Doris E. Wickenhofer (1 water well)

Address: RR 5, Box 595A Clarksburg, WV 26301

(Note: On attached water well map, 1 other water well owner was identified but they are located greater than 1500' from the subject well pad location)

MAY 1 6 2012

My Department of Fronmental Protection WW-6A5 (1/12)

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE OF PLANNED OPERATION

Notice Time Requirement: notice shall be provided no later than the filing date of permit application.  Date of Notice:   Obj. 15/2012  Date Permit Application Filed:  Obj. 15/2012						
Deliv	ery meth	od pursuant to West Virginia Co	de § 2	22-6A-16(c)		
		ED MAIL		HAND		
_		N RECEIPT REQUESTED		DELIVERY		
return the p requi drilling dama	n receipt r lanned op red to be p ng of a ho ages to the The notices	equested or hand delivery, give the eration. The notice required by a provided by subsection (b), section prizontal well; and (3) A proposed surface affected by oil and gas ope	surfa this si ten o I surfa eration	ace owner whose land ubsection shall includ of this article to a surfactor according to the compensations to the extent the data.	will be used for e: (1) A copy of ce owner whose tion agreement mages are comp	ration, an operator shall, by certified mail rethe drilling of a horizontal well notice of of this code section; (2) The information are land will be used in conjunction with the tecontaining an offer of compensation for pensable under article six-b of this chapter, ted in the records of the sheriff at the time
		by provided to the SURFACE O				
(at th		listed in the records of the sheriff a idation Coal Company (Attn: Dave Botjos)	it the	Name:		
	• •	enter-1000 Consol Energy Drive				
7 144		sburg, PA 15317				
Purs	ation on t				well on the tra	well operator has developed a planned ct of land as follows:  544,913.142m  4,338,684.272m
Dist		Union		Public Road A	_	CR 32/1
	drangle:	West Milford		Generally use		Consolidation Coal Company
•	ershed:	West Fork River				
Purs to be horiz surfa infor	uant to W e provided zontal wel ace affecte rmation re lquarters,	I by W. Va. Code § 22-6A-10(b); and (3) A proposed surface use and by oil and gas operations to the lated to horizontal drilling may be	to a and contact extended to a contact to a contact to a contact extended to a contact e	surface owner whose ompensation agreement the damages are co- ained from the Secret	land will be unt containing an impensable und ary, at the WV	code section; (2) The information required used in conjunction with the drilling of a noffer of compensation for damages to the ler article six-b of this chapter. Additional Department of Environmental Protection or by visiting

# CERTIFICATION OF AGREEMENT WITH WVDOH to fulfill WV Code 22, Article 6A, Section 20

### OIL AND GAS ROAD STATEWIDE BONDING AGREEMENT

THIS AGREEMENT, executed in duplicate, made and entered into this 28 day of Floruary, 2012, by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "DEPARTMENT," and Antero Resources Appelachien Corporation, a Delaure company, hereinafter called "COMPANY."

#### WITNESSETH:

WHEREAS, Company has horizontal gas well drilling operations in certain areas of West Virginia; and

WHEREAS, the Department believes that the frequent and repetitive use of certain sections of highways in the State by Company, its contractors, agents, independent contractors or suppliers of drilling materials or drilling equipment, and employees contributes to increased wear and tear to public roads in the state road system in the State, including local roads ("State Owned Roads"); and,

WHEREAS, the Department and Company have entered into this Agreement to satisfy the requirements of the Department's policy entitled "Oil & Gas Road Policy" dated January 3, 2012, as issued by Paul A. Mattox, Jr., Secretary of Transportation / Commissioner of Highways, and any subsequent related policies, hereinafter called "Policy", a copy of which is made a part of this Bonding Agreement and is identified as Attachment 1.

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter set forth, the parties agree as follows:

- I. For purposes of this Bonding Agreement, "Project Transportation Usage" of the Company shall be understood to mean use of one or more State Owned Roads for the delivery and removal of drilling materials and drilling equipment at the site or location of one or more of Company's horizontal gas well pad locations. To the extent reasonably practical, prior to commencing use of a State Owned Road for Project Transportation Usage after January 1, 2011, the Company shall submit to the Department a section or sections of current official WVDOH County Highway maps identifying the exact location of the proposed project and the State Owned Roads that the Company will utilize for the Project Transportation Usage.
- Company and Department shall within 14 days of the Company's submittal, agree to a list of these sections of State Owned Roads, hereinafter called "Project Roads List", to be utilized for each of Company's projects, identified by route number and milepost; at a time to be mutually agreed to by the parties prior to initial commencement of Project Transportation Usage of a particular State Owned Road on a Project Roads List, the Company and Department will jointly review the condition of the roads and bridges on the Project Roads List. Department will document the road type and surface condition and general right-of-way width of each section of road on the Project Road List. Either party may supplement this documentation with photographs, video or other evidence of the present condition of the road surface, shoulders, ditches, culverts, bridges or other structures or appurtenances of roads on the Project Road List, as well as approaches to the roads, utility facilities located within or along the right-of-way, or any other condition, including third-party activities, that may affect the duties and responsibilities of the parties under this Agreement. A copy of any such documentation must be made and provided to the other party within ten business days after the joint review of the roads on the Project Roads List. RECEIVE
- III. Department shall issue a Project Agreement or Project Permit, as appropriate, to Company to use State Owned Roads and may include any minor or major improvements required of Company prior to, during or after Project with the assignment of responsibilities of

Aronmental Projection

both parties prior to, during and after the operator has completed well fracturing..

- IV. In the Project Agreement/Project Permit, the Department shall not require the use of State Owned Roads other than the roads proposed by Company unless the Department has safety concerns as to the Company's proposed roads. A failure to agree on roads that may otherwise be lawfully used for a particular Project Transportation Usage shall result in the designation of the State Owned Roads proposed by Company, with milepost determinations as designated by Department. This Agreement shall only cover portions of State Owned Roads designated on the Project Roads List.
- V. For the duration of Company's Project Transportation Usage of the Stated Owned Roads on the Project Roads List, whether by the Company, its contractors (while working on behalf of Company), agents, independent contractors or suppliers of drilling materials or drilling equipment, or employees, the Company agrees to pay for all reasonable maintenance and repair costs incurred by the Department to repair areas of the State Owned Roads included in the Project Roads List that were directly damaged by Company's Project Transportation Usage, as determined to be reasonably necessary and appropriate by the Department. The Department shall keep a record of all labor performed by Department employees and contractors for such maintenance and repairs and shall send an invoice for the same to Company.
- VI. Company shall be responsible for the cost of all maintenance and repairs reasonably necessary to put the existing roadways, bridges and appurtenances on the Project Roads List utilized for the Project Transportation Usage in the condition that existed immediately prior to the Project Transportation Usage. Company shall not be required to pay for maintenance or repairs to put any areas of such roadways, bridges and appurtenances on the Project Roads List in a condition better than the condition that existed immediately prior to the Project Transportation Usage. Company shall also not be required to pay for maintenance or repairs to any areas of these roadways, bridges or appurtenances on the Project Roads List that are not actually utilized for the Project Transportation Usage or for damage not caused by Project Transportation Usage.
- VII. Company shall notify the Department in writing of Company's final completion of Project Transportation Usage for particular roadways, bridges and appurtenances on the Project Roads List. Within fourteen days after its receipt of written notification of the completion of the Project Transportation Usage for all roads on a Project Roads List, the Department will review the condition of the roadways, bridges and appurtenances on the Project Roads List actually utilized for the Project Transportation Usage and advise Company of any final repairs reasonably necessary to leave these roads, bridges and appurtenances in a condition reasonably deemed by Department to be equal to their condition prior to commencement of Project Transportation Usage; and, upon completion of all such final repairs by or on behalf of Company and acceptance by Department, the Company shall be released from all further liability for maintenance or repairs to roads, bridges, or appurtenances on said Project Roads List. Any maintenance or repair work under the Project Agreement/Project Permit for roads, bridges or appurtenances on the Project Roads List may be performed by a contractor directly chosen by the Company as approved by the Department, the Department's workforce, or a private contractor hired by the Department through the public bid process in accordance with state law, all of which work shall be subject to the standards and specifications of the Department.
- vIII. In order to ensure performance of Company's performance and payment obligations under this Bonding Agreement, the Company shall post a corporate surety bond, hereinafter called "Master Bond", with the Department named as the beneficiary, which form of bond shall be subject to the consent of the Department, not to be unreasonably withheld. The amount and form of the bond shall be in accordance with the Policy as set forth above. However, the amount of the Master Bond does not limit the amount of claims that may be made by the Department against the Company under this Bonding Agreement. The Company shall provide the Master Bond to the Department within one (1) month after the execution of this Bonding Agreement. The Master Bond shall secure the good faith performance of all payment obligations of Company under the terms of this Bonding Agreement respecting the roads, bridges and appurtenances on the Project Roads List for each Project Transportation Usage undertaken by the Company, and shall remain in effect until termination of this Agreement. Company shall not be obligated to provide any other bonds, sureties, or other guarantees of performance to the Department for Company's use of State Owned Roads, except as required in this Agreement.

- IX. Company shall maintain Commercial General Liability Insurance in the amount of two million dollars, with a minimum coverage of one million dollars per occurrence, for personal injury or death to persons, or for property damage, resulting from Company's Project Transportation Usage and shall present evidence of such insurance to Department upon request.
- X. Company's usage of State Owned Roads under the Project Agreement/Project Permit shall comply with all applicable Federal, State and local laws and regulations including, but not limited to, to the extent applicable, the National Environmental Policy Act, Section 404 of the Clean Water Act, Section 106 of the National Historic Preservation Act, Rare, Threatened and Endangered Species Act, Section 401 Water Quality Certification, and hazardous waste requirements. Further, upon reasonable written request of Department, Company shall furnish Department with acceptable documentation of such compliance which is in the possession of the Company.
- XI. Company shall defend, indemnify and hold Department harmless from and against any and all losses, damage, and liability, and from all claims for damages on account of or by reason of bodily injury, including death, which may be sustained, or claimed to be sustained, by any person or persons, including employees of Department, and from and against any and all claims, losses or liabilities for damages to property, arising out of the negligent or willful acts or omissions of Company, its agents, independent contractors and suppliers of drilling materials or drilling equipment, employees and contractors, in the performance of all Project Transportation Usage activities undertaken pursuant to this Agreement (collectively, "claims"). The Company shall not be responsible to indemnify, defend or hold harmless Department for any claims caused by the negligent or willful acts or omissions of the Department or its agents, employees and contractors or third parties not performing work at the direction of Company or delivering drilling equipment or drilling materials, including water, for use by or for company.
- XII. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- XIII. Department shall give Company a minimum of thirty days written notice of default under the terms of this Bonding Agreement and the opportunity to cure this default during such thirty-day period. If a default is not cured to the satisfaction of Department, or provision acceptable to Department is not made for a cure, Department may then elect to terminate this Bonding Agreement in whole or in part, and may in addition exercise its rights under the Master Bond or seek any other lawful relief available. Company may terminate this Bonding Agreement upon thirty days written notice to Department for any reason. In the event Company terminates this Agreement for any reason, it shall be liable for the repair and maintenance costs set forth above for prior Project Transportation Usage.
- XIV. Nothing herein shall be construed to mean that Company shall have any jurisdiction or control over any public roads in the state road system.
- XV. Company, its contractors, agents, employees and suppliers shall at all times be subject to applicable provisions of state and federal law, including without limitation laws requiring operation of vehicles in accordance with legal size and weight restrictions and posted weight limits. Oversize/overweight permits for vehicle or loads not otherwise conforming with law must be obtained in accordance with law; Department agrees to work in good faith with Company to review and grant (where authorized by law) such permits in a timely manner upon request by Company.
- XVI. This Bonding Agreement shall be construed and enforced in accordance with the laws of the State of West Virginia, as they may be amended.
- XVII. This Bonding Agreement shall be binding upon the successors and assigns of each party hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Bonding Agreement to be executed by their duly authorized officers effective as of the date first above written.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS

(To be executed in duplicate)

APPROVED AS TO FORM THIS

8th DAY OF 10 20 12

ATTORNEY LEGAL DIVISION WEST VIRGINIA DEPARTMENT

OF HIGHWAYS Office of Oil & Gas

MAY 1 6 2012

### Form WW-9 Additives Attachment

### **SURFACE INTERVAL**

- 1. Fresh Water
- 2. Soap -Foamer AC
- 3. Air

### INTERMEDIATE INTERVAL

### STIFF FOAM RECIPE:

- 1) 1 ppb Soda Ash / Sodium Carbonate-Alkalinity Control Agent
- 2) 1 ppb Conqor 404 (11.76 ppg) / Corrosion Inhibitor
- 3) 4 ppb KLA-Gard (9.17 ppg) / Amine Acid Complex-Shale Stabilizer
- 4) 1ppb Mil Pac R / Sodium Carboxymethylcellulose-Filtration Control Agent
- 5) 12 ppb KCL / Potassium Chloride-inorganic Salt
- 6) Fresh Water 80 bbls
- 7) Air

### **PRODUCTION INTERVAL**

- 1. Alpha 1655
  - Salt Inhibitor
- 2. Mil-Carb
  - Calcium Carbonate
- 3. Cottonseed Hulls
  - Cellulose-Cottonseed Pellets LCM
- 4. Mil-Seal
  - Vegetable, Cotton & Cellulose-Based Fiber Blend LCM
- 5. Clay-Trol
  - Amine Acid Complex Shale Stabilizer
- 6. Xan-Plex
  - Viscosifier For Water Based Muds
- 7. Mil-Pac (All Grades)
  - Sodium Carboxymethylcellulose Filtration Control Agent
- 8. New Drill

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- Anionic Polyacrylamide Copolymer Emulsion Shale Stabilizer
- 9. Caustic Soda
  - Sodium Hydroxide Alkalinity Control
- 10. Mil-Lime
  - Calcium Hydroxide Lime
- 11. LD-9
  - Polyether Polyol Drilling Fluid Defoamer
- 12. Mil Mica
  - Hydro-Biotite Mica LCM



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13. Escaid 110

Drilling Fluild Solvent - Aliphatic Hydrocarbon

14. Ligco

Highly Oxidized Leonardite - Filteration Control Agent

15. Super Sweep

Polypropylene - Hole Cleaning Agent

16. Sulfatrol K

Drilling Fluid Additive - Sulfonated Asphalt Residuum

17. Sodium Chloride, Anhydrous

Inorganic Salt

18. D-D

Drilling Detergent - Surfactant

19. Terra-Rate

Organic Surfactant Blend

20. W.O. Defoam

Alcohol-Based Defoamer

21. Perma-Lose HT

Fluid Loss Reducer For Water-Based Muds

22. Xan-Plex D

Polysaccharide Polymer - Drilling Fluid Viscosifier

23. Walnut Shells

Ground Cellulosic Material - Ground Walnut Shells - LCM

24. Mil-Graphite

Natural Graphite - LCM

25. Mil Bar

Barite - Weighting Agent

26. X-Cide 102

Biocide

27. Soda Ash

Sodium Carbonate - Alkalinity Control Agent

28. Clay Trol

Amine Acid complex - Shale Stabilizer

29. Sulfatrol

Sulfonated Asphalt - Shale Control Additive

30. Xanvis

Viscosifier For Water-Based Muds

31. Milstarch

Starch -- Fluid Loss Reducer For Water Based Muds

32. Mil-Lube

**Drilling Fluid Lubricant** 

Office of Oil & G

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### List of Anticipated AddItives Used for Fracturing or Stimulating Well

Additives	Chemical Abstract Service Number (CAS #)		
Fresh Water	7732-18-5		
2 Phosphobutane 1,2,4 tricarboxylic acid	37971-36-1		
Ammonium Persulfate	7727-54-0		
Anionic copolymer	proprietary		
Anionic polymer	proprietary		
BTEX Free Hydrotreated Heavy Naphtha	64742-48-9		
Cellulase enzyme	(Proprietary)		
Demulsifier Base	(Proprietary)		
Ethoxylated alcohol blend	Mixture		
Ethoxylated Nonylphenol	68412-54-4		
Ethoxylated oleylamine	26635-93-8		
Ethylene Glycol	107-21-1		
Glycol Ethers	111-76-2		
guar gum	9000-30-0		
Hydrogen Chloride	7647-01-0		
Hydrotreated light distillates, non-aromatic, BTEX free	64742-47-8		
Isopropyl alcohol	67-63-0		
liquid, 2,2-dibromo-3-nitrilopropionamide	10222-01-2		
Microparticle	proprietary		
Petroleum Distillates (BTEX Below Detect)	64742-47-8		
Polyacrylamide	57-55-6		
Propargyl Alcohol	107-19-7		
Propylene Glycol	57-55-6		
Quartz	14808-60-7		
Sillica, crystalline quartz	7631-86-9		
Sodium Chloride	7647-14-5		
Sodium Hydroxide	1310-73-2		
Sugar	57-50-1		
Surfactant	68439-51-0		
Suspending agent (solid)	14808-60-7		
Tar bases, quinoline derivs, benzyl chloride-quaternized	72480-70-7		

