

Date:_	November	5	, 19	82
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2) Operator's Davisson #2

3) API Well No. 47 085 5991

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OFFICE USE ONLY

47-085-5991

DRILLING PERMIT

November 12

1982

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. Proper district oil and gas inspector 24 hours before actual permitted work has commenced.)

Permit expires	July 12, 1983		umlass d	THE PERSON NAMED IN CONTROL OF
Bond:	Agent: DK Plat:	Casing	Fee Fee	rilling is commenced prior to that date and prosecuted with due diligence.
Blanket	20 1	MA	1801	Administrator, Office of Oil and Gas

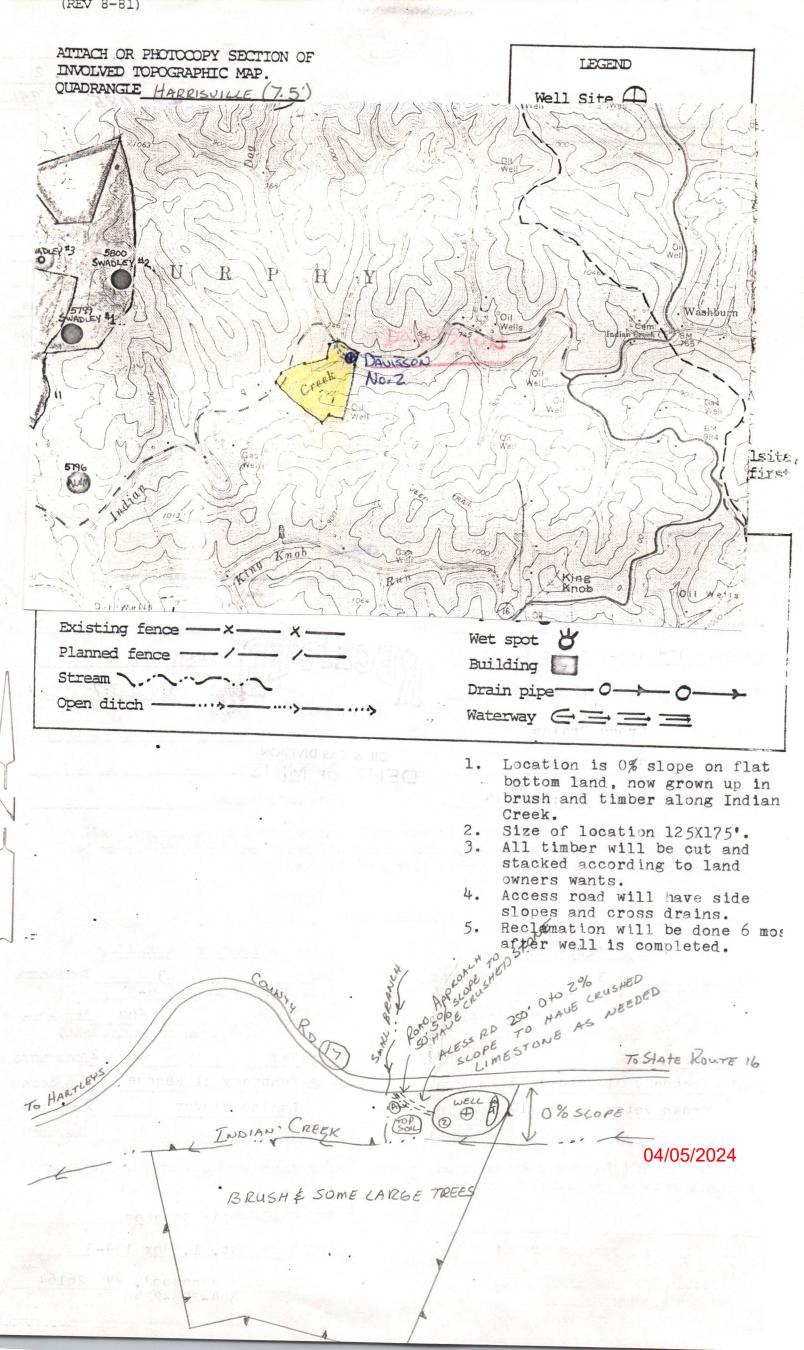
Line Item Explanation

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

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

days of receipt thereof.	TIM	WAIVER LINE	0.0000000000000000000000000000000000000
amined this proposed well location. If	a mine map exists w	to the work propo	of the coal under this 400 2024 as extea of the well location, the well location has been used to be done at this location, provided, the well is a Code and the governing regulations.
Date:	ore pronounce addition of the second	By.	M La Maria Academics



DATE Nov. 5, 1982
WELL NO. Davisson No. 2

State of West Wirginia API NO. 47-085 - 59

Bepartment of Mines Gil and Gas Bivision

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Wayman Buchanan	DESIGNATED AGENT Jim P. Morris
Address San Antonio, Texas	Address Charleston, WV
Telephone 512-223-3897	Telephone 345-6631
LANDOWNER John Davisson	SOIL CONS. DISTRICT Little Kanawha
Revegetation to be carried out by_	
This plan has been reviewed by	Little Kanawha SCD. All corrections
and additions become a part of this pl	
**************************************	(Date)
	Jarrett Tlewton/ (SCD Agent)
	(SC) Agency
ACCESS ROAD	LOCATION
Structure Drainage Ditch	(A) Structure Diversion Ditch (
Spacing .	Material Earthen
Page Ref. Manual 2;12	Page Ref. Manual 2:12
Structure Culvert	(B) Structure
Spacing 12" Min-30" Max I. D.	DECIMATION Straw
Page Ref. Manual 2;7 & 2:8	Page Ref. Mahual 3:6 & 3:7
2,700	NOV 0 8 1982
Cructure Cross Drains .	(C) Structure
Spacing 135' - 400' 100 - 1	OIL & GAS DIVISION
Page Ref. Manual 2;1 & 2:4	Page Ref. Manual
	sed regularly and repaired if necessary. All a stacked and all brush and small timber to be are dirt work begins. REVEGETATION
Treatment Area I	Treatment Area II
Lime 3 Tons/ac	acre Lime
or correct to pH 6-5	or correct to pH 6-5
Fertilizer 600 lbs/acr (10-20-20 or equivalent)	Fertilizer600_ lbs/acre (10-20-20 or equivalent)
Mulch Hay 2 Tons/ac	
Seed* Kentucky 31 Fescue 45 lbs/acr	
Crown Vetch 10 lbs/acr	Ladino Clover 5lbs/acre
lbs/acr	
*Inoculate all legumes such as veta Inoculate with 3X recommended amount.	tch, trefoil and clovers with the proper bacterium.
	PLAN PREPARED BY Olin Shockey
NOTES: Flace request landowners	ADDRESS Rt. 1, Box 139-B
cooperation to protect new seedling for one growing season.	Revenswood, WV 26164
Attach separate sheets as	304-273-2246 PHONE NO.

Oil And Gas Lease

AGREEMENT, made and entered into this

day of October

, 198 2

, by and between

John Davisson and wife Ruby Davisson RFD 2 Harrisville, West Virginia

party of the first part, hereinafter called Lessor (whether one or more),

Morris Exploration Company, Peoples Building, Charleston, West Virginia 25301

party of the second part, hereinafter called Lessee, WITNESSETH:

1. That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and so the exclusive right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey the above named PD products therefrom or thereto by pipe lines or otherwise.

District, said land being situate in Murphy and described as follows, to-wit: Bounded on the XTOWNSKID, County of Ritchie

NORTH by lands of

A. Conoway & West Virginia Pulp and Paper Co. A. Hoover

EAST by lands of SOUTH by lands of

C. Lowther & A. Hoover

WEST by lands of Containing 40

R. Bartlett

acres, more or less, and being the same land or a portion thereof conveyed to less or by deed from INES dated September 12, 1973

and recorded in said county records in Book

NOV 08 1982

Margaret L. Tanzey, et vir No. 173 Page 795 , together with all additional described, whether situated in the same or another township or district. , together with all additional land owned or claimed by lessor which adjoins the land above

scribed, whether situated in the same or another township or district. one (1) September 1, 1982

2. It is agreed that this lease shall remain in force for a primary term of ten years from this waste and as long thereafter as operations

for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or want frank the monte the remises, or oil or gas is found in paying quantities thereon, or want frank the monte the remises, or oil or gas is found in paying quantities thereon, or want frank the monte the premises, or oil or gas is found in paying quantities thereon, or want frank the monte the premises, or oil or gas is found in paying quantities thereon, or want frank the monte the premises, or oil or gas is found in paying quantities thereon, or want frank the monte the premises, or oil or gas is found in paying quantities thereon, or want frank the monte the monte the premises of the premise of the prem

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3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor one-eighth (1/8) of the proceeds for all gas and casing head gas produced and sold from the premises, payable monthly; provided Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each gas well while, through lack of market, gas therefrom is not sold or used off the premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before September 1 ,1983 or this lease shall expire. , unless kesseepaxx thereafterwarental of thereafter the control of above the control of the forth said sent alxis payables as aforesaids but also they kesseed appropriate after due that period as aforesaid and any and all other rights conferred. xThexdrilling of a non-productive well shallsbexic equal by thex kes non-indicated and the horizontal terms. completions and following the exhausium or abundoum and colds well who have every high home portour of one year we recome the year ment of yields tental xxx xonuncux xobom house for xmoxics xocat x place the reach how xit by an extract the xxxx process where the xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process where xxxx process was a complete of the xxxx process which xxxx process was a complete of the xxxx process which xxxx process was a complete of the xxxx process which xxxx process was a complete of the xxxx process which xxxx process was a complete of the xxxx process which xxxx process was a complete of xxxx process which xxxx process was a complete of xxxx process which xxxx process was a complete of xxxx process which xxxx process was a complete of xxxx process which xxxx process was a complete of xxxx process which xxxx process was a complete of xxxx process which xxxx process was a complete of xxxx process which xxxx process was a complete of xxxx process which xxxxx proces here of xgox виниу сысти раучный чина и высели него вустания выпрасования высели и высели на выпрасования высели выпутывали высели выпутывали высели высели

5. All moneys coming due hereunder shall be paid or tendered to Lessor

direct, or by check payable to his (or her) order mailed to above address and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ninety days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserves 200,000 x which for the Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall be seen he liable for any shortage or failure in the supply of gas for said domestic use.

shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lesseer shall have the right to deer any formation underly any the lower from the entire expected and any control have alknown and

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9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and

rentals herein provided shall be paid the Lessor only in the porportion which his interest bears to the whole and undivided fee.

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises. including the right to draw and remove easing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

JD RD

JD

OR

Jin JD

JD

RD

JD

RD RD

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In the event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof. 12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely pull and mail. become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located 13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, provident had such reseased halk become the intermediate of the contract as the contract of the contract of the contract of the contract as the contract of th max xeceivexduring said one weat and xprior to x leases exercising viscoption.

16. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee results as a state of the terminate provided the terminate provided Lessee results as a state of the terminate provided the termin

not terminate provided Lessee resumes operations within ninety days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

17. This lease may be executed in any number of counterparts and shall be binding upon all owners of interests in the leased premises of the Lessors, and whether or not other owners of interests in the leased premises have executed other counterparts or have not entered into this lease.

18. This lease embodies the entire contract and agreement between Lessor and Lessee, and no warranties, representations, promises or inducements not herein expressed have been made or relied upon by either party. The terms, conditions and stipulations hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

In witness whereof this lease is executed the day and year above written. WITNESS (SEAL) (SEAL) INDIVIDUAL ACKNOWLEDGMENT STATE OF ULEST VICEIVIA COUNTY OF CATCHIS The undersigned authority does hereby certify that on this , 1982., personally appeared before me in my said county and state John Danisson And WIFT Ruby DRUBSON known to me (or satisfactorily proven to me) to be the person(s) whose name(s) is/are subscribed to the within and foregoing instrument bearing date the , 1982 , and acknowledged to me that (t)he(y) executed the same. 15 Th Witness the hand and official seal of the undersigned this the day and year first in this certificate above written. My Commission Expires: Notary Public

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ADDENDUM

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To Oil and Gas Lease dated October 15	, 198% from
John Davisson and wife Ruby Davisson	, Lessor, to
Morris Exploration Company	, Lessee,
covering 40 acres, more or less in Ritchie	County,
West Virginia	

Additional Provisions of Lease

Notwithstanding anything to the contrary in the foregoing printed form Oil and Gas Lease, it is agreed and understood as follows, to-wit:

- 1. If a well is not completed within one year from September 1, 1982, this lease will be null and void.
- 2. Lessee shall restore the leased premises as nearly as practical to its condition prior to commencement of operations within 90 days after completion of a well.
- 3. This lease will not be assigned to Haught Inc.

Signed for Id	dentification:
Jonald h. h. ood Witness	John Davisson Lesson
Lessor	Ruby Daysson Lesson
Lessor	Lessor

a-10

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WEST VIRGINIA X
COUNTY OF KANAWHA X KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, MORRIS EXPLORATION COMPANY, having an address of 401 Peoples Building, Charleston, West Virginia, 25301, hereinafter called "Assignor", is the owner and holder of those certain Oil and Gas Leases covering lands in the State of West Virginia, as more particularly described in the schedule of leases attached hereto, marked Exhibit "A", and by reference made a part hereof.

NOW THEREFORE, Assignor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by WAYMAN W. BUCHANAN, having an address of 444 Petroleum Commerce Building, San Antonio, Texas, 78205, hereinafter called "Assignee", and subject to further provisions set forth, has sold, assigned, transferred and conveyed and by these presents does sell, assign, transfer and convey unto Assignee all of Assignor's right, title and interest in and to each and all of the Oil and Gas Leases described and referred to upon Exhibit "A", together with all rights thereunder and incident thereto, including any and all personal property located thereon or used in connection therewith.

TO HAVE AND TO HOLD unto Assignee, their successors, legal representatives and assigns, subject to the following reservations and agreements, to-wit:

Assignor hereby excepts from this Assignment and reserves and retains unto Assignor an overriding royalty on the oil and gas (including the respective constituent elements produced with the oil and gas) that may be produced, saved and sold from the land covered by said lease.

(a) On Oil, Seven and One-half percent (7.5%) of 8/8 of all of that produced and saved, the same to be delivered at the wells or to the credit of Assignor into the pipeline to which the wells may be connected; and

NOV 08 1982

(b) On gas, including casinghead gas or other gaseous substances produced and sold or used off the premises or in the manufacture of gasoline, or other products therefrom, the market value at the well of Seven and One-half percent (7.5%) of 8/8 of all of the gas sold or used.

This Assignment is made without warrant of title, either express or implied, and is subject to all of the terms, stipulations, covenants and conditions of said Leases.

EXECUTED this _____ day of ______, 1982.

(This instrument was prepared by Stephen E. Cain, 401 Peoples Building, Charleston, West Virginia, 25301).

MORRIS EXPLORATION COMPANY a corporation,

By:

Jim P. Morris President

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, to-wit:

NOTARY PUBLIC



OIL & GAS DIVISIO 04/05/2024 DEPT. OF MINE "Attached to and made a part of Assignment of Oil and Gas Leases dated October 29, 1982, by and between Morris Exploration Company, as Assignor, and Wayman W. Buchanan, as Assignee."

LEASE NUMBER	LESSOR	LEASE	COUNTY	RECORDED BK/PG	GROSS ACRES
NUMBER 43-45 43-46A 43-46B 43-46C 43-19E 43-47 43-48 43-49 43-50A 43-50B 43-50C 43-50D 43-50E 43-51B 43-51B 43-50G 43-46D	John Davisson, etux M. Grace Heck, widow Robert M. Sigler Joe H. Sigler, etux Guy R. Moats John E. Lowther, etux Orval R. Wince, etal John W. Blouir, etal Ruben Hinton, widower Lola Miller Wilma E. Campbell Audrea Harris, etal Belva Freeland, etvir Howard Campbell, etal John T. Parsons Helen Bolder, etal S. W. Williamson, etal Lloyd E. Myers, etux Duane E. Moats, etux	DATE 07/21/82 09/30/82 09/30/82 10/01/82 08/23/82 10/19/82 10/25/82 10/12/82 10/01/82	Ritchie	BK/PG	40.00 84.00 84.00 84.00 268.25 45.00 11.50 5.00 25.00 25.00 25.00 25.00 30.00 36.50 36.50 25.00 84.00
43-46E 43-31A 43-32A 43-20C	Guy R. Moats, single Paul Herron, POA Paul Herron, POA Paul Herron, POA	10/18/82 10/18/82 10/18/82	Ritchie Ritchie Ritchie		19.75 51.00 23.50



STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION



INSPECTOR'S WELL REPORT



JUL 2 6 1983

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STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

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State of West Virginia Bepartment of Mines Gil and Gas Zivision Charleston 25305

THEODORE M. STREIT ADMINISTRATOR

47-085-5991

WALTER N. MILLER DIRECTOR

August 22, 1983

Gentlemen:

Wayman W. Buchanan P. O. Box 106 Kenna, W. Va. 25248

this office. Only the column check below

		FARM:	Jo	hn Davisson
		WELL NO): <u> </u>	2
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		COUNTY	R	itchie
em	en:			
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X	The well designated by the above permit number Blanket Bond. (Permit Cancelled - Never Dril		bee	n released under your
-	Please return the enclosed cancelled single designated by the above permit number to the said bond in your behalf, in order that they records.	surety	CO	mpany who executed
-	Your well record was received and reclamatic accordance with Chapter 22, Article 4, Sectivill remain under bond coverage for life of	ion 2, t	he .	ents approved. In above captioned well

Very truly yours,

In Re: PERMIT NO:

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

