

1) Dat	te:	DEC.	16	, 19	82

2) Operator's Well No. BECKWITH

3) API Well No. 47 - 085 - State County 6108 Perr

	ANT SI	THER LINE	
	STATE OF W	EST VIRGINIA	
DEPART	MENT OF MINES	OIL AND GAS	DIVISION

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4) WELL TYPE						in illa empant S'es					
5) LOCATION.						/ Underground sto Watershed:				_/ Shallow	_/)
5) LOCATION:						County:					
6) WELL OPER									The state of the s	JO MCCRADY	
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5. OV 0.015	DAVI	SVILL	E, WV 2	2614	2			-		ILLE,WV	
7) OIL & GAS ROYALTY O	WNER _	KELL	Y LAND	& M	INERAI	LS 12	COAL OP	ERATOR	De la contenti		
Address			rence				Address			/a 310138 (0-	
			OH 432	14		944 The control of the control of th	DO MAIO 1	A ATELIA	DOC SET USA	2010/6/301	
Acreage	WAIED.		CTTIACO			13)			WITH DECLA	RATION ON RECORI	):
8) SURFACE O' Address			Rayon I				Name	1 1 m	In In	/a	
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Acreage							Name			41	
9) FIELD SALE	E (IF MADE	E) TO:				gidated his	7 Address	Casaca of	ne a su Manatana	THE PARTY OF THE P	
Address			THE RESERVE TO THE PERSON OF T					3	THE DECL AND	TOTAL PROPE	
10) OIL & GAS I	INSPECTO	R TO BE	NOTIFIE	D	100					TION ON RECORD:	
Name						Property and the second				AS 100 100 AND 100	
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	Smi	thvil	le, WV	CONTRACTOR OF THE PARTY OF THE		I STOW SOIT TO IT				Marina Marina	
15) PROPOSED							/	Fracture	or stimulate		
						/ Perforate ne				16) Annoigate	
16) GEOLOGICA									TALEBU	aldra risk (gi	0
17) Estimated	d depth of co	ompleted	well,	5	700	feet	rollads bas	(Japlav	docyest tresh	18) Depth to	
18) Approxim	nate water st	trata dept	hs: Fresh	, _	12	25 feet; s	alt, 225		_feet.		
19) Approxim	nate coal sea	m depths	::r	ı/a		Is coal	being mined in	n the area	? Yes	/ NoXX	/
20) CASING AN	D TUBING	PROGR	AM		2.4.5					20) Proposed	
CASING OR	11		ECIFICATION		- 1					PACKERS	
TUBING TYPE	Size	Grade	Weight per ft.	New	Used	For drilling	Left in wel	n l	OR SACKS (Cubic feet)	21) Code 21-6	
Conductor	1 3/4				N.	350	350	LVBID ?	cts	Kinds	
Fresh water	n the tis	ared v	dauos bi	the hole	freib at	tradibulsar Ens	To basit s	fir ha ra	and descripture	E ALI)	
Coal	0.540	OTHE INC	344405	Sam		Negate or other	E of coin ac	118757	identificación	Sizes	_
Intermediate Production	8 5/8	J55 J55	24½ 10.5	X	100	875	875 5700	25 7 G S2	to surface	Depths set	_
Tubing	4 1/4	333	10.5	X			3700	7 25 2 10 10	000 SKS	Depths set	_
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21) EXTRACTIO						<ul><li>(f) a plat in the in lieu traceof</li></ul>				OF REW DO	
						tract or contracts b					
	principal and a second		2-4-1-(c) (1)	throu	gh (4). (	See reverse side for	specifics.)	a orbino	bian ylamiy	uniëss pre	
22) ROYALTY P			in the gran	Howris	to liev	ratew yars to	sewo adra	Sa trou	Code 32245	Larino	
										ling for flat well royalty me of oil or gas so ext	
produced or n		Yes 🗆	No kx			A Language of K. Chill				COURT OF TAX	
If the answer above	Cabon Cold Carlot Cold		itional is n	eeded.	If the an	iswer is Yes, you m	ay use Affida	vit Form	IV-60.		
	e is No, not										
<ul><li>23) Required Cop</li><li>24) Copies of this</li></ul>	e is No, not pies (See reve Permit App	erse side.)	and the end	closed	plat and	reclamation plan ha	ave been maile	ed by regi	stered mail or d	elivered by hand to the	above
<ul><li>23) Required Cop</li><li>24) Copies of this named coal op</li></ul>	re is No, not pies (See reve Permit App perator, coal	erse side.) olication a l owner(s	and the end , and coal	closed p	plat and on or be	reclamation plan hat fore the day of the	ave been maile mailing or de	ed by regi	stered mail or d this Permit App	elivered by hand to the lication to the Departn	above ent of
23) Required Cop 24) Copies of this named coal or Mines at Char	re is No, not pies (See reve Permit App perator, coal eleston, Wes	erse side.) blication a l owner(s t Virginia	and the end , and coal	losed p	plat and on or be	reclamation plan had fore the day of the	mailing or de	elivery of	stered mail or d this Permit App	elivered by hand to the clication to the Departm	above nent of
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23) Required Cop 24) Copies of this named coal op Mines at Char Notary: C My Commission  47-0 Permit number  This permit covering	re is No, not its (See reverse (See reverse) Permit Appropriator, coal eleston, Wes . JO MC on Expires	erse side.; blication at lowner(st Virginia CRADY  JULY 2	and the end o), and coal i.	lessee	O Di shown b	OFFICE USE	Signed:  Its:  NLY MIT  permission g	DES	this Permit App  IGNATED AC  12-22-82  Da  drill in accorda	Clearly GENT 03/29/2024	enent of

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

Permit expires August 22, 1983

Permit expires	0		unless di	rilling is commenced prior to that date and prosecuted with due diligence.
Bond:	Agent: OK Plat:	Casing	Fee	71111
Elant	et on		1108	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
  - 15) Work that will be attempted—A separate Form IV-2 shall not be required for fracturing or stimulating a well where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the Form IV-2 filed in connection therewith.
  - 16) Anticipated formation for which well will be completed
  - 17) Self explanatory
  - 18) Depth to deepest freshwater, and shallowest salt water, taken from nearby wells corrected for differences in elevation
  - 19) All coal seam depths
  - 20) Proposed casing program and cementing refer to Code 22-4-5, 22-4-6, 22-4-7, 22-4-8, 22-4-8a Reg 9.01, 15.01, 15.02, 15.03, 15.04, 25.01, 25.02, 25.03, 25.04
  - 21) Code 22-4-11(c) In lieu of filing the lease or leases or other continuing contract or contracts, the applicant for a permit described herein may file the following:
    - (1)A brief description of the tract of land including the district and county wherein the tract is located;
    - (2) The identification of all parties to all leases or other continuing contractual agreements by which the right to extract, produce or market the oil or gas is claimed;
    - (3) The book and page number wherein each such lease or contract by which the right to extract, produce or market the oil or gas is recorded;
    - (4)A brief description of the royalty provisions of each such lease or contract.
  - 22) Code 22-4-11(d) and 22-4-11(e).
  - Regulation 7.02 of the Department of Mines provides that the original and four copies of Form IV-2 must be filed with the Department, accompanied by (i) a plat in the form prescribed by Regulation 11, (ii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code §22-4-2, (iii) Form IV-9, "Reclamation Plan", applicable to the reclamation required by Code §22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fee required by Code §22-4-12a, and (v) if applicable, the consent required by Code §22-4-8a from the owner of any water well or dwelling within 200 feet of the proposed well.
  - 24) The above named coal operator, coal owner(s), and coal lessee are hereby notified that any objection they wish to make or are required to make by Code §22-4-3 must be filed with the Department of Mines within fifteen (15) days after the receipt of this Application by the Department.

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

<b>医内部分别性</b>	THE STATE OF THE S	WAIVER	
amined this proposed well location. If a added to the mine map. The undersigned	a mine map exists we ed has no objection	to the work propo	of the coal under this well location has exea of the well location, the well location has been sed to be done at this location, provided, the well a Code and the governing regulations.
Date: 19	Character of a section	By	A M.
Date:, 19	A THE REAL PROPERTY.	COVE,	the second secon

Its

WELL NO. BECKWITH

API NO. 47 -085 -

State of Mest Airginia Bepertment of Mines Gil und Cas Livision

# CONSTRUCTION AND RECLAMATION PLAN

	COMPANY NAME ALAN GABLE OIL DEVELOPMENT CO. DE	ESIGNATED AGENT RON KUDELLA
	Address P.O.BOX 165 DAYISVILLE, W.YA. 26142	Address P.O.BOX 165 DAVISVILLE, V
	Telephona 304-424-5220	Telephone 304-424-5220 .
	LANDOWER WESTVACO	SOIL CONS. DISTRICT LITTLE KANH'L
'	Revegetation to be carried out by C.JO MC	CRADY
!	This plan has been reviewed by Little #	The first
	and additions become a part of this plan:	12.5.07
		(Date)
	Jar	rett Nowson
	(NO NOW ACCESS ROAD)	(SCD Agent)
	MOCESS FOAD	LOCATION
	Structure +S (A)	Structure DIVERSION DITCH
	Spacing	Material Soic .
	Spacing (A)  Spacing (A)  Paga Raf. Kamual (A)	Paga Ref. Manual 2-12
	Structure 4ee	Structure
	specing DEGETVE	Katerial
	Paga Raf. Manual ARR 2 1983	Page Ref. Mamual-
		The state of the s
	Structure. OIL & GAS DIVISION	Structure
	Spacing DEPT. OF MINES	Material
	Paga Ref. Manual	Paga Ref. Mamual
	All structures should be inspected regularly commercial timber is to be out and stacked and out and removed from the site before dirt work	all brush and small timber to be
	REVEGETATION	7
	Treatment Area I	Treatment Area II
	Lima Tons/acre	Lime Tons/a
	or correct to py 6.5	or correct to pH 6.5

Ī	Treatment Area II	<u>-</u>
Tons/acre		
Tons/acre	Mulch HAY. OR STRAW 1.	5 Tons/ac
lbs/acre	Seed* KY. 31. 40	lbs/ac
lbs/acre	REDTOP . 5	· lbs/acc
lbs/acre	LADINO CLOVER 3	lbs/ac
	03/29/202 l and clovers with the proper l	4. Daoterium
	lbs/acre alent) Tons/acre lbs/acre lbs/acre lbs/acre ach as vetch, trefoil	Tons/acre  Lime  or correct to pH 6.5  lbs/acre  lbs/acr

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

PLAN PREPARED BY NEAL HUGHES

ADDRESS RT. 1 BOX 2.

BEREA, W. VA. 2632

PHONE NO. 304 - 659-2378

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE MACFARLAN 7.5'

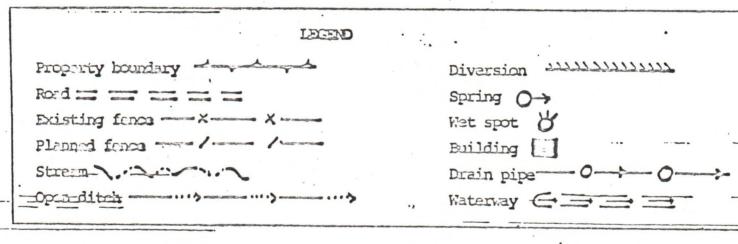
(2) NO NEW ACCESS ROAD

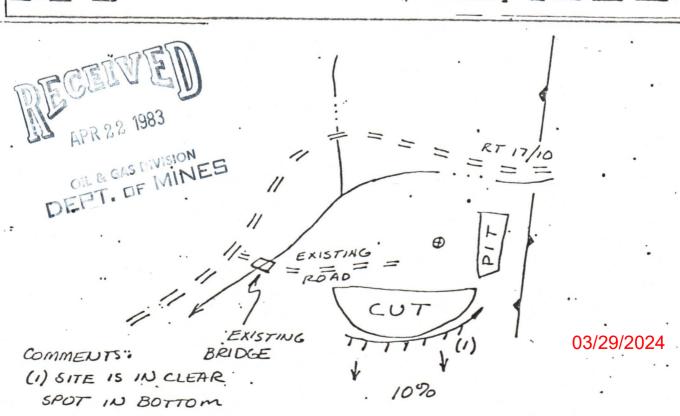
NEEDED

Well Site Access Road ----



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







OIL & GAS DIVISION UNITED STATES DEPT. OF MINES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY 81°15′ 39°07′30″ 1 930 000 FEET (SOUTH) 12'30" -01 4330000m.N. 70 000 FEET (SOUTH) 4329 PARKERSBURG 26 MI CISCU 3.1 MI. 4327 4326 4325

### ROYALTY PROVISIONS

BECKWITH # 1

RITCHIE CO.

GRANT DIST.

154 acres

Clyde Kelly KELLY LAND & MINERALS receives 1/8 R.I. 285 East Torrence Road Columbus, OH 43214

B&L OIL CO. IS DBA Oil Development Co. Our lease in recored in Oil Development Co.

DEPT CAS PARTIES

03/29/2024

#### ROYALTY PROVISIONS

BECKWITH # 1

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GRANT DIST. 154 acres

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DEPT GAS DIVISION MINES



# State of West Virginia

Bepartment of Mines Gil and Gas Bivision Charleston 25305 April 29, 1983

WALTER N. MILLER DIRECTOR

B & L Oil Company P.O. Box 165 Davisville, W.Va. 26142 Attn: C.Jo McCrady 9/2//20 mg

THEODORE M. STREIT
ADMINISTRATOR

In Re:

PERMIT NO: RIT-6108

FARM: Lucy Beckwith/Westvaco

WELL NO: 1

DISTRICT: Grant

COUNTY

Gentlemen:

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

XXXXX

The well designated by the above permit number has been released under your Blanket Bond. (Permit Cancelled - Re-Issues as: RIT-6419)

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

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

Very truly yours,

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

# 47-085-6108

306	OIL AND	GAS LEASE		
THIS AGREEMENT, made this	20th.	day ofMay		. 19 82
by and between: KELLY LAND AN Fact, and CLYDE KELLY and C	D MINERALS, A	family partnership, his wife, 285 East	CLYDE KELLY, Torrence Road,	Attorney- In Columbus, O
43214				
THE RESERVE OF THE PARTY OF THE		hereinafter know	on as the "LESSOR", w	hether one or more,
		hereinafter kno		
WITNESSETH.  1. That the LESSOR, in consideration hereby acknowledged, and of the covenar and gas and all of the constituents of either and market oil and gas and their constituence, erecting tanks, machinery, and gas and their constituents from the properties.	nts and agreements nerein r, in and under the followin ents, and also the right to the right to do all other thi erty which is more partic	g described land, together with the enter thereon for the purpose of the purpose	e exclusive right to oper drilling and operating f drilling, production, and	ate, drill for, produce, for oil and gas, laying d marketing of oil and
Situated in Sectionand more particularly described at Volum	. Grant	Township/District, County of	Ritchie	County
Nest Virginia , which substantially as follows:	th description is hereby re	eferred to and incorporated here	in by reference; which	property is bounded
NORTH by lands of John Hawkin	s Land		DELLAR	,
EAST by lands of George Maze			0 1 1	1982
SOUTH by lands of Bernheimer	Lands and Beck	with 75 Acre tract		
WEST by lands of Nutter Land	S		DED & GAS	AVIELO.
Cantagan 79 acres	more or less		· DF	MINIT
2 It is agreed that this lease shall renoperations for oil or gas, or either of the quantities. It is expressly agreed that if L and its terms continue so long as such opaying quantities.  If after expiration of the term of this lease shall renoperation.	ess, are being conducted of ESSEE shall commence dopperations are prosecuted	on the premises, or on or gas, or or or or gas, or	le this lease is in force, i rom then as long as pro-	t shall remain in force oduction continues in cause, this lease shall
not terminate provided LESSEE resumes remain in force during the prosecution of produced in paying quantities.	operations for the product such operations, and, if p	production results therefrom, as lo	ong thereafter as oil or g	as or either of them is
3 LESSEE shall commence operati	one for a well on the leas	ed premises or on acreage poole	ed therewith as provided	a nerein, on or before
manner, and upon like payments or tend primary term of this lease. Term	tal for the privilege of determined the commencement of the commen	s stated in item 2 a	ner deferred for success above	ive periods during the
4 If a well capable of producing oil or consolidated with all or a portion of the otherwise not produced by the LESSEE cless such shut in well shall be deemed to all of the time while such well is so shut market any production from such well or which in LESSEE's good faith judgment	e leased premises into a ui due to lack of a market, an be a well on the leased pro in, whether before or afte wells but shall be under n t are unsatisfactory.	nit for the drilling of operation of d no oil or gas or their constituen; emises producing in paying quant r the expiration of the primary te o obligation to market such produ	is is sold or utilized off the ities and this lease shall rm. LESSEE shall use re ucts under terms, condit	ne premises, neverthe- remain in force during easonable diligence to ions or circumstances
LESSEE shall be obligated to pay or	tender to LESSOR within	sixty (60) days after any such wel	l is shut in and each ann	niversary thereafter, as
royalty, an amount equal to \$ 50,000 for sixty (60) days after shutting in any	well without payment.			
5 LESSEE agrees to pay to the credit of cost to the purchasing agency, and confidence of LESSOR reserves to himself, free property. Such free gas shall be taken to LESSOR further convenants and agrees LESSOR further convenants and agrees.	one-eighth (1/8) of the proof cost, 200,000 cubic fee through LESSOR's own a that his taking and use o	oceeds of all the gas marketed at t of gas per annum for domestic u poliances and LESSOR shall be	nd sold from said premi se in one single family d responsible for using ed wn risk and LESSOR ag	ises, payable monthly welling located on this conomical appliances grees to indemnify and

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

7. All payments made to LESSOR under the terms of this lease shall be made to the LESSOR parameters in cash or check in person or by United States mail to the address set forth herein or to the credit of LESSOR accentered them, in Parkersburg Nationaflank at Parkersburg, West Va., which bank and its successors are hereby designated as LESSOR's agent for the purpose of receiving said payment. If said bank should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payments on behalf of LESSOR, LESSEE shall not be held in default for failure to make said payment so long as LESSEE has made a bona fide attempt to make said payment and in no event shall any default be declared against LESSEE until thirty (30) days after LESSEE receives written notice of said default during which time LESSEE shall have the right to make the payment then in default and thereby cure said default.

8. Any notice or demand required by this agreement shall be made to the LESSEE at the address set forth herein and to successions at the LESSEE at the address set forth herein and to successions.

sors or assigns of the LESSEE herein at the address set forth in the instrument of conveyance as recorded in the County Recorder's Office by United States mail, postage prepaid, or in person.

9. LESSEE is authorized to pool or combine the land covered by this lease, or any portion thereof, or formation thereunder, as to oil and/or gas, with any other land, lease or leases when in LESSEE's judgment it is advisable to do so in order to properly develop or operate said premises. Such pooling shall be into a well unit or units not exceeding approximately forty (40) acres for oil and not exceeding approximately six hundred forty (640) acres for gas. LESSEE shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, LESSOR shall receive from a unit so formed only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty therein bears to the total acreage so pooled in the particular unit involved Rights below Corniferous to go to LESSEE upon expiration of present lease and an analysis of the total acreage so pooled in the production of the production of the production of present lease and analysis of the total acreage so pooled in the particular and the production of present lease and analysis of the total acreage so pooled in the particular and the production of present lease and the production of the production of

10 The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to, and be binding on, their heirs, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE; and no change or division in such ownership shall be binding on LESSEE until thirty (30) days after LESSEE shall have been furnished by certified mail at LESSEE's principal place of business with originals or certified copies of recorded documents of title transferring title from LESSOR. In the event of the leave to the committee of the leave to th under shall rest exclusively upon the owners of this lease or portion thereof who commits such breach

11 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 casing

12. LESSEE hereby agrees to restore the surface of the land covered by this lease to as near as practical its original condition after each drilling operation and further agrees to pay LESSOR for all damages to growing crops, improvements and livestock caused by or arising out of its operations thereon. When required by LESSOR, LESSEE will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without LESSOR's consent.

13. LESSOR hereby warrants and agrees to defend the title to this property including the oil and gas and other minerals which are the subject of this lease and LESSOR agrees that LESSEE, at its option, may pay, discharge or redeem any taxes, mortgages, or other liens existing on or assessed against said property, either in whole or in part, and in the event LESSEE does so, it shall be subrogated to the rights of such lien holder with the right to reimburse itself by applying any royalty toward satisfying the same.

CLYDE KELLY, 285 East Torrence Rd. of any governmental authority, then while so prevented, LESSEE's obligation to comply with such covenant shall be suspended, and LESSEE shall not be liable in damages for failure to comply therewith, and this lease shall be extended while and so long as LESSEE is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, anything in the lease to the contrary notwithstanding.

15. If LESSOR owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to the LESSOR only in the proportion which its interest bears to the whole undivided fee. Should any person, firm, or corporation having an interest in the above-described land not lease to LESSEE, or should any one or more of the parties named above as LESSOR not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

16. At any time LESSEE shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder shall cease and determine as to the part or parts so surrendered, and if the whole is surrendered, then this lease shall 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 to any heir or assign of any one of them, by delivery of a duly executed surrender thereof in person or by mail addressed to the address of such person as set forth herein, or by recording a duly executed surrender thereof in the Recorder's Office of the County in which the land is located.

17. In consideration of the granting of this lease and its terms and covenants, LESSOR does hereby grant, sell, assign, transfer and set over unto the LESSEE, its heirs, successors, representatives and assigns, a right-of-way to lay, maintain, operate, inspect, replace, change the size of, relocate and remove pipe lines for the transportation of oil or gas and other products with drips, valves, measuring and regulating equipment and other necessary appurtenances thereto on, over and through the land of the LESSOR together with the right of ingress and egress to and from said pipe line measuring and regulating equipment and other necessary appurtenances at all times as may be necessary or convenient for the full and complete use by the LESSEE of this right-of-way.

The LESSOR shall use and enjoy the said lands subject to the conditions and provisions of this right-of-way grant expressed and implied and provided always that such use and enjoyment shall not interfere with or be inconsistent in any way with the rights, privileges and uses herein granted to the LESSEE.

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.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this instrument as of the day and year first

bove-written.			•	
VITNESS:		KELLY LAND AND	MINDRALS	(SEA
		COV	(1)1)	(SEA
		By GLYDE KELL	Attorney-In-	
		01.	1600	(SEA
OIL DEVELOPMENT CO.	_	OLYDE KEI	CLECT	(SEA
· ·		Clartite	A Cela	(SE
0,0216		CHARLOTTE R	ELLY	
By Office X and OAGENT	_			(SEA
WEST VIRGI	NIA ACKNOWLE	GEMENT		
STATE OF WEST VIRGINIA	1	J G E III E I I I		
COUNTY OF WOOD	To-wit:			
			do hereby certify that	
vhose name <u>is</u> signed to the within writing bearing				
this day acknowledged the same before me in my s		LIST day of	MAI	82
Given under my hand this 21st day of		19.82	) , .	
day of		7	Notary Public	19
		0	Notary Public	
My Commission expiresJULY 17, 1989				
ОНЮ	ACKNOWLEDGEM	IENT		
STATE OF OHIO	)			
	SS.			
CONTT OF	,		CLYDE KELLY	
Before me, a Notary Public in and for said county, personally and CHARLOTTE KELLY, his wife				
는 이 마음 전 14.44(1)에 전 10.10 전 1			4 1 1 1 1 1 1 1 1 1	
hat they did sign the foregoing instrument an	nd that the same is	their	who	d. In testimo
hatt hey did sign the foregoing instrument, an whereof I have hereunto subscribed my name at	Columbus	Ohio	this	90'
day of may 1982	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	red redirector on	3. 77	190
My Commission expires	3	(1)	0	1
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DECT 7 1982  OIL & GAS DIVISION  DEPT. OF MINES				
DEPT. OF MINES	State			Lease
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# -3114

# OIL AND GAS LEASE

		20th.		_ day of _		May			
THIS AGREEMENT	TIEL THE Y STEE	ACTATED A T.C.	e femily	nartner	chin	CLY)E KELI	Y, Atto	rney-	
by and between: KE	Fact, and	CLYDE KELLY	and CHA	RLOTTE	KELLY,	his wife,	285 Ea	st To	rrence
Ro	ad. Columbu	s. Ohio	43214						
The state of the s				here	inafter kno	wn as the "LES	SOR", whether	er one o	or more,
OIL DEVE	LOPMENT CO.			her	einafter kno	own as the "LE	SSEE", whether	er one o	or more,
and									
WITNESSETH  1 That the LESSO hereby acknowledged, a and gas and all of the column and market oil and gas pipelines, erecting tanks gas and their constitue Situated in Section	ind of the coveriants instituents of either, in and their constituen is, machinery, and the ints from the propert	n and under the follows, and also the right to do all other ty which is more p	owing describent to enter the erthings necestricularly des	ed land, tog reon for th ssary and p scribed belo	ether with the purpose of roper for those.	ne exclusive riginal of drilling and of edrilling, produ	perating for oil	and garketing	as, laying of oil and
Situated in Section		Murphy	rownship	of the Deer	Records o	Ritc	nie		County.
and more particularly of	lescribed at Volume	description is here	by referred to	and incor	porated her	rein by reference	e; which prop	perty is	bounded
West Virginia substantially as follows						1		77	DO.
NORTH by lands of	Beckwith	79 Acre trac	et and Har	wkins L	and	9	4	0/	3/1)
EAST by lands of	George Maze	land					EC17 1	1	3/1/4.
SOUTH by lands of	Berkheimer	lands lands				0.	19	82	-
WEST by lands of						200	GAS A.		
Containing 75	acres, m	ore or less. ain in force for a pri	mary term of _	One Y	ear	from th	is date and as	long the	ereafter as
operations for oil or guantities. It is express and its terms continue paying quantities.	as, or either of themselves agreed that if LE so long as such of	SSEE shall comme perations are prose	nce drilling or cuted, and if p m the leased p	perations at production remises in p	any time w results ther aying quan	hile this lease is efrom then as l tities shall cease	ong as produce	ction co	lease shall
remain in force during	the prosecution of s	Such operations, an							
3 LESSEE shall	commence operatio	ns for a well on the	e leased prem	uses or on	acrende po	or each	mont	hs that	operations
or consolidated with a otherwise not product less such shut in well all of the time while s market any productio	e payments of tender ease. Test e of producing oil or ill or a portion of the ed by the LESSEE di shall be deemed to b uch well is so shut if n from such well or y ood faith judgment	rm is for ON, r gas or the constitute leased premises in the to lack of a mark on a well on the leasen, whether before convells but shall be ut are unsatisfactory.	E YEAR as uents of either to a unit for the et, and no oil of sed premises p or after the exp nder no obliga	in paying of the drilling of the drilling of the organ or the oroducing in piration of the drilling of the dri	in it uantities look operation of eir constitue paying qualithe primary ket such pro	em No. 2 cated on the lea of such well) is a ents is sold or uf intities and this term. LESSEE oducts under ter well is shut in an	above sed premises at any time shallized off the please shall remshall use reasorms, condition and each annive	(or acredut in, suspending in formation in f	age pooled spended or s, neverthe- orce during diligence to cumstances
for sixty (60) days af	ter shutting in any	well without payme	ent.			- deswed from t	ne leased nren	nises de	elivered free
5 LESSE agree of cost to the purcha 6 LESSOR rese property Such free LESSOR further conhold harmless LESS be liable for any should be such as the such	es to pay to the credit asing agency, and o rves to himself, free gas shall be taken the venants and agrees EE for any accident or tage or failure in the made to LESSOR until to the address se	of the LESSOR one ne-eighth (1/8) of of cost, 200,000 cul hrough LESSOR's that his taking and or damage caused the supply of gas fonder the terms of the torth herein or to	e-eighth (1/8) the proceeds bic feet of gas own appliance use of such generally to either said domes is lease shall the credit of	per annum es and LES gas shall be er the parti- tic use. be made to LESSOR, G	for domesti SOR shall I wholly at hi es to this ag	c use in one single responsible is own risk and reement or any	gle family dwe for using econ LESSOR agree third party, and the second party, and the second party design the second party design the second party design the second party design to th	Illing loc nomical es to inc nd LESS r check Nati	appliances. demnify and SEE shall not in person or Lonal as LESSOR's
sors or assigns of the	e of receiving said p on behalf of LESSOI e said payment and d default during whi r demand required b e LESSEE herein at the	ayment. It said ban R. LESSEE shall no in no event shall a ich time LESSEE si y this agreement sh he address set forth	t should fail, i t be held in del any default be hall have the r hall be made to in the instrum	fault for faile declared a right to make the LESSO lent of conv	ure to make against LES the paym OR and LES eyance as re	said payment so SEE until thirty ent then in defi SEE at the addr ecorded in the C	o long as LESS (30) days aft ault and therel ess set forth h county Record	SEE has ler LESS by cure lerein an er's Offi	made a bona SEE receives said default and to succes- ice by United
with any other land, pooling shall be into acres for gas. LESS or reworking operat operations under th	ithorized to pool or or lease or leases wher a well unit or units no EE shall execute an ions anywhere on the is lease. In lieu of the	combine the land co in in LESSEE's judge of exceeding appro d record an instrum the unit which include troyalties elsewher	eximately forty nent or instrum les all or a part e herein speci	(40) acres the nents identity of this least fied, LESS	or oil and no fying and do se shall be tr OR shall reco	ot exceeding ap escribing the po- eated as if it we eive from a unit	proximately since the production of the province of the province of the province of the production of the province of the production of th	Production of the production o	ed forty (646) ction, drilling or reworking portion of the the particular
unit involved. M1g 10. The rights of heirs, successors, a enlarge the obligation days after LESSEE documents of title to under shall rest exi	nts below Gol of either party hereu- and assigns, but no ons or diminish the i shall have been furn ransferring title from clusively upon the c	milerous to nder may be assign change or division rights of LESSE; a ished by certified in LESSOR. In the en owners of this lease	ned in whole or in ownership and no change nail at LESSEE vent of assigni e or portion the	r in part, and of the land or division E's principal ment hereo hereof who	the provising the provising the provision of the provisio	ions hereof shall royalties, howe hership shall be siness with orig or in part, liabilit uch breach.	l extend to an ver accomplis binding on LE inals or certific y for breach o	dbebillshed, shed, shed, shed, shed, shed copied to any object this leads to the shed of the she	all operate to intil thirty (30) es of recorded oligation here-
have the right to us shall also have the draw and remove (	e, free of cost, gas, or right at any time to re casing.	emove all or any pa	rt of the mach	inery, fixtu	res or struct	ures placed on	said premises	includi	er each drilling
operation and furth tions thereon. Whe (200) feet of any re	ner agrees to pay LE en required by LESS esidence or barn no ereby warrants and	OR, LESSEE will be ow on said land with agrees to defend the	oury all pipelin thout LESSOF ne title to this p	es below on R's consent property inc	dinary plov	oil and gas and	other minerals	s which	are the subject
of this lease and L	ereby warrants and ESSOR agrees that aid property, either amburse itself by a	LESSEL, at its op	and in the eve	INT LESSEE	does so, it :	shall be subrog	ated to the, rig	hts of si	uch lien holde

CLYDE KELLY, 285 East Torrence Rd.

This instrument prepared by Golumbus, Ohio 43214

ould LESSEE be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking ns thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law, or any order, rule, or regulation, y governmental authority, then while so prevented, LESSEE's obligation to comply with such covenant shall be suspended, and LESSEE shall be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as LESSEE is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, anything in the lease to the contrary notwithstanding.

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The LESSOR shall use and enjoy the said lands subject to the conditions and provisions of this right-of-way grant expressed and implied an provided always that such use and enjoyment shall not interfere with or be inconsistent in any way with the rights, privileges and uses hereigranted to the LESSEE.

18. This lease embodies the entire contract and agreement between LESSOR and LESSEE, and no warranties, representations, promises, of inducements not herein expressed have been made or relied upon by either party.

THE PROPERTY IN THE PARTIES HERE TO INTENDING TO BE LEGALLY BOUND have executed this instrument as of the day and year first

	KELLY LAND AND MINERALS
	REIDI LIND MARKALS.
-89 3	By CLYDE KELLY, Attorney-In-Fact
	C ( )
OIL DEVELOPMENT CO.	CLYDE RELLY
	Charlotte Decly
210	CHAROLOTTE KELLY
By John AGENT	
WEST VIRGINIA AC	CKNOWLEDGEMENT
TATE OF WEST VIRGINIA	SKNOWEE GENERY
OUNTY OF WOOD	o-wit:
OUNTY OF	
OIL DEVELOPMENT CO. by John	, a Notary Public of said County, do hereby certify that
hose nameIS signed to the within writing bearing date	
a this day acknowledged the same before me in my said Co  Given under my hand this 21st_day ofMAY	. 19_82
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Inly 17 1080	Notary Public
y Commission expires July 17, 1989	
COUNTY OFFranklin	
atthe y did sign the foregoing instrument, and that	
thereof I have hereunto subscribed my name atColumbus	
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	Notary Public
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#### CERTIFICATE OF TITLE

TO: Kelly Land and Minerals

RE: Two tracts owned by Kelly Land and Minerals, known as Lucy Beckwith 154 acre tract

Northeastern Title Research has carefully examined the records of the Office of the County Commission of Ritchie County, West Virginia, insofar as said records concern the hereinafter described tracts. Results are as follows:

#### DESCRIPTION

Located in Murphy and Grant Districts, Ritchie County, with the major portion in Grant District: beginning at a stake in the Bernheimer line, and with 3 of said lines of Camp Run, N 24 E 28 poles, thence N 33 E 11 1/2 poles, thence N 41 E 16 poles to a stone, thence N 38 1/2 E 46 poles to a stone and thornbush pointers thence N 60 E 38 poles to a stone pile in the run; thence S 86 E 188 poles to a stone pile and pointers thence 52 1/2 W, passing a sugar at 68 poles in all 118 poles to pointers, thence with a line of land formerly owned by Deborah Easton, N 70 W 46 poles to Bernheimer's corner, thence N 86 W 216 poles to the place of beginning, containing 154 acres and 2 square rods, more or less.

NOTE: The 154 acre tract is composed of two smaller tracts, a 75 acre tract and a 79 acre tract.

#### CHAIN OF TITLE

- 1. By deed dated December 5, 1894, of record in Deed Book 41 at page 199, B. F. Ayers, Commissioner of School Lands, conveyed a 30 tract in fee to B. P. Marshall, on the waters of Camp Run.
- 2. By deed dated September 5, 1896, of record in Deed Book 42 at page 535, H. L. Jackson, Ulysses Jackson and Mary Jackson, his wife, and B. P. Marshall and Virginia Marshall, his wife, conveyed a 1467 1/2 acre tract to Joel Beckwith in fee, including the above 30 acre tract.
- 3. By deed dated April 22, 1898, of record in Deed Book 44 at page 435, Joel Beckwith and Lucy, his wife, conveyed a 75 acre tract, out of the above tract, to J. P. Sutton in fee.
- 4. By deed dated September 14, 1920, of record in Deed Book 82 at page 364, J. P. Sutton and Jeanette, his wife, conveyed the 75 acre tract to Joel Beckwith in fee.
- 5. Joel Beckwith died testate, and by will, filed September 18, 1937, of record in Will Book 5, page 150, devised all of his property to his wife, Lucy Beckwith.
- 6. By deed dated February 9, 1946, of record in Deed Book 115 at page 417, Lucy Beckwith conveyed a 79 acre and 2 pole tract to A. R. Kelly, reserving all the right to the oil and gas under-lying the tract, and res@gy20/20/24leasing, bonus and rental rights for her life, and upon her death, A. R. Kelly to become absolute owner.

- 7. By deed dated January 21, 1946, of record in Deed Book 115 at page 416, Lucy Beckwith conveyed the 75 acre tract to A. R. Kelly, reserving all the right to the oil and gas under-lying the tract, and reserving all leasing, bonus and rental rights, for her life, and upon her death A. R. Kelly to become absolute owner.
- 8. By deed dated January 7, 1958, of record in Deed Book 136 at page 114, Lucy Beckwith quit-claimed all of her right title and interest to A. R. Kelly in the 75 acre, and 79 acre and 2 pole tracts.
- 9. By deed dated December 7, 1959, of record in Deed Book 138 at page 561, A. R. Kelly and Lyndall, his wife, conveyed the surface only of the 154 acre tract (75 acre and 79 acre) to the West Virginia Pulp and Paper Company.
- 10. By deed dated April 12, 1974, of record in Deed Book 175 at page 389, A. R. Kelly and Lyndall, his wife, conveyed the oil, gas, and minerals only of the subject tracts, and others, to Clyde Kelly, Gladys Schneider, Richard A. Startyman, and Parkersburg National Bank, trustee for Mike Kelly, said parties to operate the real estate under the name of Kelly Land and Minerals. The undivided 1/4 interest granted to PNB is for the natural lifetime of Mike Kelly, and upon his death, his 1/4 interest is granted to the children of Clyde Kelly, Gladys Schneider, and Clarice Kelly Statyman, deceased, equally, share and share alike. Clyde Kelly was appointed as attorney in fact and trustee.

### STATE OF TITLE

- 1. Surface ownership is vested in the West Virginia Pulp and Paper Company, or its assigns.
- 2. Ownership of the minerals is vested in Kelly Land and Minerals, Clyde Kelly, trustee.

## LEASES:

- 1. By lease dated July 5, 1902, of record in Lease Book 16 at page 593, J.P. Sutton and Jeanette A Sutton leased to J.M. McCormack a 75-acre tract for a two-year term.
- 2. By lease dated Aug. 20, 1910, of record in Lease Book 28 at page 486, J.P. Sutton and Jeanette A. Sutton leased to M.S. Jeffreys a 75-acre tract for a five-year term.
- 3. By lease dated Oct. 16, 1916, of record in Lease Book 38 at page 310, J.P. Sutton and Jeanette A. Sutton leased to Hope Natural Gas Co. a 75-acre tract for a 10-year term.
  - 4. Leases from Joel Beckwith and Lucy Beckwith:
    - a. By lease dated Nov. 20, 1909, of record in Lease Book 26 at page 540, to Hope Natural Gas Co., 80-acre tract for 10-year term.
    - b. By lease dated Sept. 17, 1918, of record in Lease Book 40 at page 291, extension of above for 10-year term.
    - c. By lease dated Oct. 30, 1925, of record in Least 2002 at

page 305, to Hope Natural Gas Co., 75-acre tract for 10-year term.

d. By lease dated June 9, 1928, of record in Lease Book 55 at
page 8, to Hope Natural Gas Co., 80-acre tract for 10-year term.

e. By lease dated Oct. 5, 1933, of record in Lease Book 61 at
page 557, to Hope Natural Gas Co., 75-acre tract for 5-year term.

- 4. Leases from A.R. Kelly and Lyndall Kelly:
  - a. By lease dated Oct. 21, 1963, of record in Lease Book 101 at page 32, to Clyde Kelly, 75-acre tract for one-year term.
  - b. By lease dated Oct. 21, 1963, of record in Lease Book 101 at page 34, to Clyde Kelly, 79-acre tract for one-year term.
- 5. By Lease dated Dec. 19, 1963, of record in Lease Book 101 at page 264, Clyde Kelly assigned to Arthur H. Dexter 1/8 interest in the 79-acre Beckwith lease, the firm name being Camp Run Oil and Gas Co.
- 6. By lease dated April 10, 1979, of record in Lease Book 127 at page 163, Clyde Kelly and Charlotte, Kelly Land and Mineral leased to Thunder Corp. the 154-acre Beckwith tracts for a one-year term.
- 7. By lease dated April 10, 1979, of record in Lease Book 127 at page 453, CORRECTION of Lease Book 127 at page 163: Clyde Kelly and Charlotte, Kelly Land and Mineral to Thomas Brock (52.5 percent of Working Interest), Thunder Corp. (25 percent Working Interest), Gary C. Klein (22.5 percent Working Interest) on the 154-acre Beckwith tracts.

# LEASEHOLD ESTATE

Ownership of the leasehold is in Clyde Kelly of Kelly Land and Mineral, if production commenced during their term and continued to the present, providing no earlier leasehold owner commenced production and produced to the present otherwise, there is no owner of the leasehold.

# LIENS AND ENCUMBRANCES

None.

## TRUST DEEDS

None.

#### SUMMARY OF DEFECTS

None.

# TAXES

The property is assessed on the land books of Ritchie County, Grant District, for 1981, as follows:

Kelly Land and Minerals, 75 acres Camp Run, OGM. Kelly Land and Minerals, 79 acres Camp Run, OGM.

Taxes were paid for taxable year 1980, leaving a lien for taxes for taxable year 1981, which has accrued but is not yet due or payable.

## RECOMMENDATIONS

None.

03/29/2024

NORTHEASTERN TITLE RESEARCH certifies the record owners to the property are as listed under "State of Title," with ownership of the leasehold as in State of Title and Leashold Estate, subject to conditions as listed under "Leases."

This report covers a period beginning 1894 up to and including Jan. 20, 1982.

This report is subject to any defects that might be revealed by a survey of the subject premises, to the accuracy of the indices to said to error and omission, made during the search of said title, to any facts not appearing of record, and to any unrecorded mechanics or materialmen's liens.

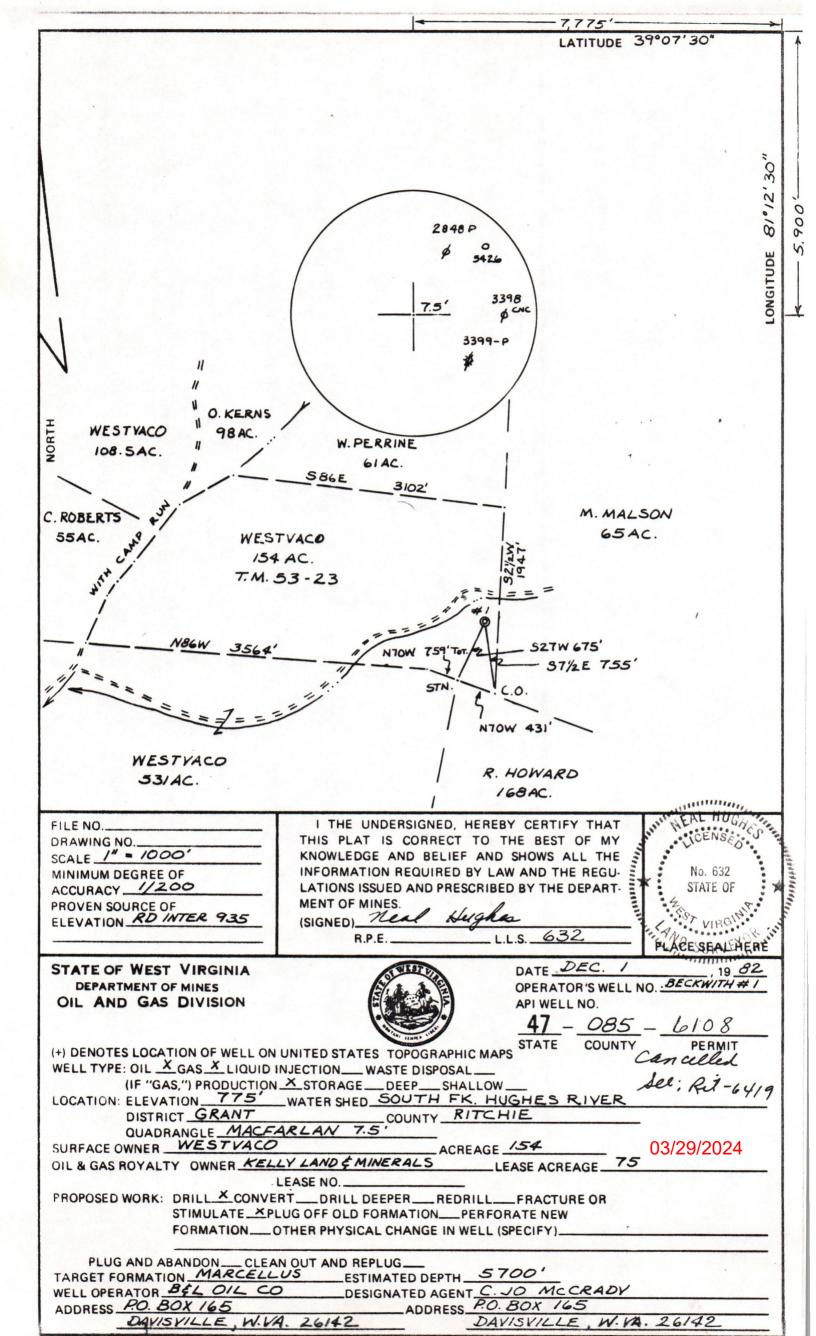
Dated this 25th day of January, 1982.

Susan Johnston Klimas, Esq.

NORTHEASTERN TITLE RESEARCH

1630 Blizzard Drive

Parkersburg, West Virginia 26101



A Real Property of the Control of th 03/29/2024