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**west virginia** department of environmental protection

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Office of Oil and Gas  
601 57th Street SE  
Charleston, WV 25304  
(304) 926-0450  
(304) 926-0452 fax

Joe Manchin III, Governor  
Randy C. Huffman, Cabinet Secretary  
[www.wvdep.org](http://www.wvdep.org)

July 22, 2008

**WELL WORK PLUGGING PERMIT**

**Plugging**

This permit, API Well Number: 47-4100593, issued to UNKNOWN - DEP PAID PLUGGING CONTRACT, 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.

Upon completion of the plugging well work, the above named operator will reclaim the site according to the provisions of WV Code 22-6-30. The above named operator will also file, as required in WV Code 22-6-23, an affidavit on form WR-38 by two experienced persons in the operator's employment and the Oil and Gas inspector that the work authorized under this permit was performed and a description given. Failure to abide by all statutory and regulatory provisions governing all duties and operations here under may result in suspensions or revocation of this permit and in addition may result in civil and/or criminal penalties being imposed upon the operator.

This permit will expire in two (2) years from date of issue. If there are any questions, please free to contact me at (304) 926-0499 ext. 1654.

James Martin  
Chief

Operator's Well No: VILLERS 1  
Farm Name: SHACKELFORD, THOMAS  
**API Well Number: 47-4100593**  
**Permit Type: Plugging**  
Date Issued: 07/22/2008

Promoting a healthy environment.

STATE OF WEST VIRGINIA  
DIVISION OF ENVIRONMENTAL PROTECTION  
OFFICE OF OIL AND GAS

APPLICATION FOR A PERMIT TO PLUG AND ABANDON

4) Well Type: Oil X / Gas x / Liquid injection      / Waste disposal      /  
(If "Gas, Production      or Underground storage     ) Deep      / Shallow x

5) Location: Elevation      1349      Watershed West Fork River       
3 District Freemans Creek Rural County Lewis Quadrangle Camden 276

6) Well Operator WV DEP Plugging 7) Designated Agent James Martin  
Address 601 56<sup>th</sup> Street Address Same  
Charleston, WV 25304

8) Oil and Gas Inspector to be notified 9) Plugging Contractor  
Name Bill Hatfield Name       
Address P.O. Box 522 Address       
Buckhannon, WV 26201

10) Work Order: The work order for the manner of plugging this well is as follows:

Rig up  
Check hole T.D. at @ 2685'  
Run tubing to 2600', gel the hole  
Cement from 2600' to 2300', 1800' to 1700'  
Pull tubing  
Cut the 4 1/2" at the cement top @ 1600', pull 4 1/2" up hole to 1500'  
Cement from 1500' to 1400', 1000' to 900', 500' to 400', 100' to surface  
Erect a monument with the API number attached

Note:  
All casing accept the 4 1/2" casing was pulled after drilling

RECEIVED  
Office of Oil & Gas  
JUL 17 2008

OFFICE USE ONLY

PLUGGING PERMIT

WV Department of  
Environmental Protection

Permit Number      Date     , 19    

This permit covering the well and well location shown below is evidence of permission granted to plug 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 24 Hours before actual permitted work has commenced.

The permitted work is as described in the Notice and Application, plat, subject to any modifications and conditions on the reverse hereof.

Permit expires      unless plugging is commenced prior to that date and prosecuted with due diligence.

Bond:      Agent:      Plat:      Casing:      WPCP:      Other:     

Chief, Office of Oil and Gas

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

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

WW4-A  
Revised  
2/01

1) Date: 6/12/08  
2) Operator's Well Number Villers # 1  
3) API Well No.: 47 - 041 - U 0593P

**STATE OF WEST VIRGINIA - BUREAU OF ENVIRONMENT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS  
NOTICE OF APPLICATION TO PLUG AND ABANDON A WELL**

4) Surface Owner(s) to be served:  (a) Coal Operator

(a) Name	<u>Thomas Shackelford</u>	Name	_____
Address	<u>425 Sand Run Road</u>	Address	_____
	<u>Weston, WV 26425</u>		_____
(b) Name	_____	(b) Coal Owner(s) with Declaration	
Address	_____	Name	_____
	_____	Address	_____
(c) Name	_____	Name	_____
Address	_____	Address	_____
	_____		_____
6) Inspector	_____	(c) Coal Lessee with Declaration	
Address	_____	Name	_____
Telephone	_____	Address	_____
	_____		_____

**TO THE PERSONS NAMED ABOVE: You should have received this Form and the following documents:**

- (1) The application to Plug and Abandon a Well on Form WW-4B, which sets out the parties involved in the work and describes the well its and the plugging work order; and
- (2) The plat (surveyor's map) showing the well location on Form WW-6.

The reason you received these documents is that you have rights regarding the application which are summarized in the instructions on the reverses side. However, you are not required to take any action at all.

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

Well Operator	<u>WV DEP Plugging</u>	<b>RECEIVED</b> Office of Oil & Gas  JUL 17 2008  WV Department of Environmental Protection
By:	<u>James Martin</u>	
Its:	<u>Agent</u>	
Address	<u>601 57<sup>th</sup> Street</u>	
Telephone	<u>Charleston, WV 25304</u> <u>304 926-0499</u>	

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_ Notary Public

**STATE OF WEST VIRGINIA  
DIVISION 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 WV DEP Plugging OP Code \_\_\_\_\_

Watershed West Fork River Quadrangle Camden

Elevation 995 County Marion District Freemans Creek Rural

Description of anticipated Pit Waste: Plugging Fluid

Will a synthetic liner be used in the pit? Yes

Proposed Disposal Method For Treated Pit Wastes:

- Land Application
- Underground Injection ( UIC Permit Number \_\_\_\_\_ )
- Reuse (at API Number \_\_\_\_\_ )
- Off Site Disposal (Supply form WW-9 for disposal location)
- Other (Explain \_\_\_\_\_)

Proposed Work For Which Pit Will Be Used:

- Drilling
- Workover
- Other (Explain \_\_\_\_\_)
- Swabbing
- Plugging

I certify that I understand and agree to the terms and conditions of the GENERAL WATER POLLUTION PERMIT issued on June 14, 1994, by the Office of Oil and Gas of the West Virginia Division of Environmental Protection. I understand that the provisions of the permit are enforceable by law. Violations of any term or condition of the general permit and/or other applicable law or regulation can lead to enforcement action.

I certify under penalty of law that I have personally examined and am familiar with the information submitted on this application form and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.

Company Official Signature \_\_\_\_\_

Company Official (Typed Name) James Martin

Company Official Title Agent

**RECEIVED**  
Office of Oil & Gas

JUL 17 2008

**WV Department of  
Environmental Protection**

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

Property Boundary	Diversion
Road	Spring
Existing Fence	Wet Spot
Planned Fence	Drain Pipe with size in inches
Stream	Waterway
Open Ditch	Cross Drain
Rock	Artificial Filter Strip
North	Pit: cut walls
Buildings	Pit: compacted fill walls
Water wells	Area for Land Application of Pit Waste
Drill site	

Proposed Revegetation Treatment: Acres Disturbed 1 Prevegetation pH \_\_\_\_\_

Lime 2 Tons/acre or to correct to pH 6.5

Fertilizer (10-20-20 or equivalent) 500 lbs/acre (500 lbs minimum)

Mulch 2 Tons/acre

Seed Mixtures

Seed Type	Area I lbs/acre	Seed Type	Area II lbs/acre
<u>Ky. 31</u>	<u>50</u>	<u>Ky. 31</u>	<u>50</u>
<u>Clover</u>	<u>5</u>	<u>Clover</u>	<u>5</u>

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JUL 17 2008

WV Department of  
Environmental Protection

Attach:  
Drawing(s) of road, location, pit and proposed area for land application.  
Photocopied section of involved 7.5' topographic sheet.

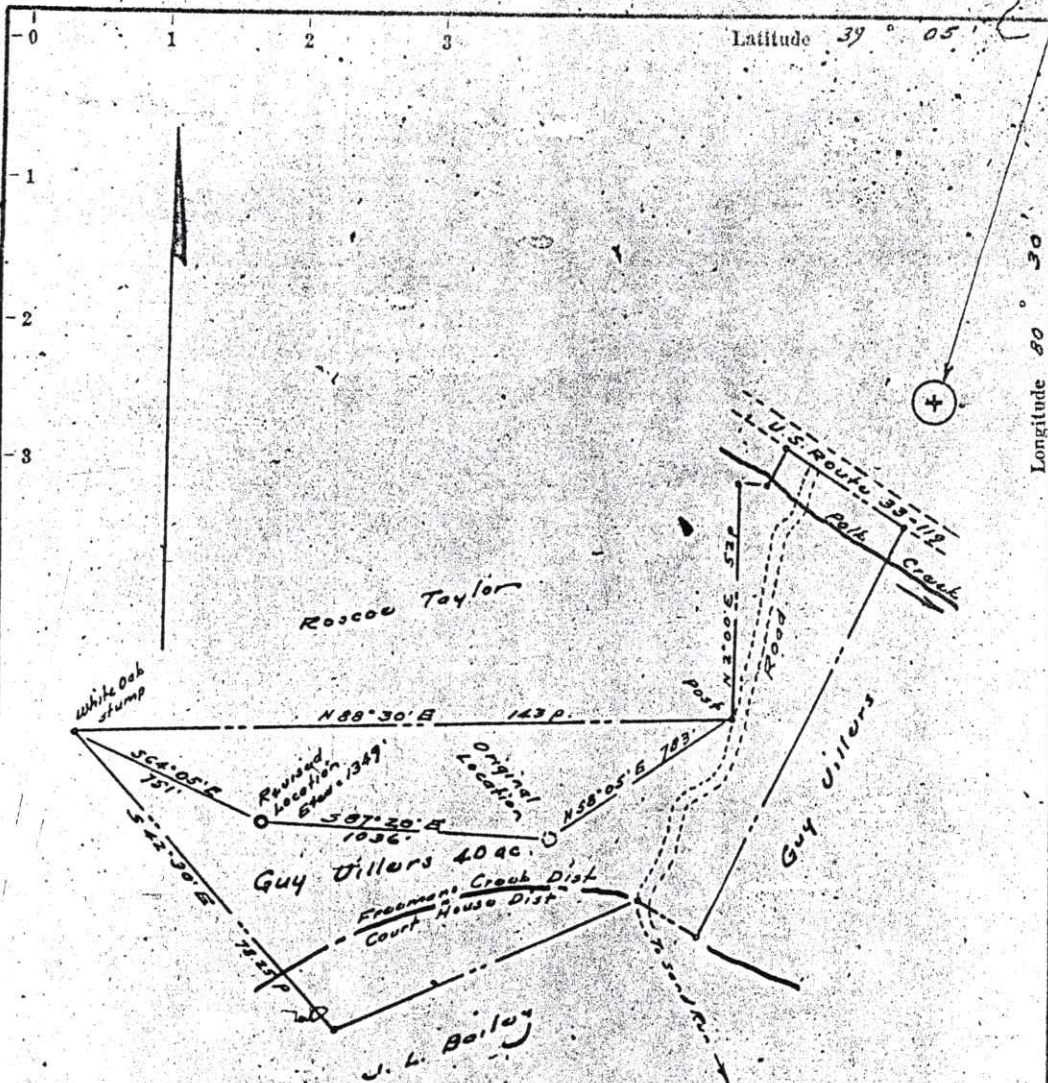
Plan Approved by: Rod Dillon

Title: Inspector Date: 6/12/08

Field Reviewed? () Yes () No

Robert W. Rutta

41-00593-P



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Office of Oil & Gas

JUL 17 2008

WV Department of  
Environmental Protection

- New Location
- Drill Deeper.....
- Redrill.....
- Abandonment:

Company LAZELL & YOCHYM  
 Address St Stanley Yochym Bridgeport W. Va  
 Farm Guy Villers  
 Tract \_\_\_\_\_ Acres 40 Lease No. \_\_\_\_\_  
 Well (Farm) No. One Serial No. \_\_\_\_\_  
 Elevation (Spirit Level) 1342  
 Quadrangle Vadis  
 County Lewis District Freemans Creek  
 Engineer Robert W. Rutta  
 Engineer's Registration No. 1227  
 File No. \_\_\_\_\_ Drawing No. \_\_\_\_\_  
 Date Oct 28, 1960 Scale 1" = 30 P.

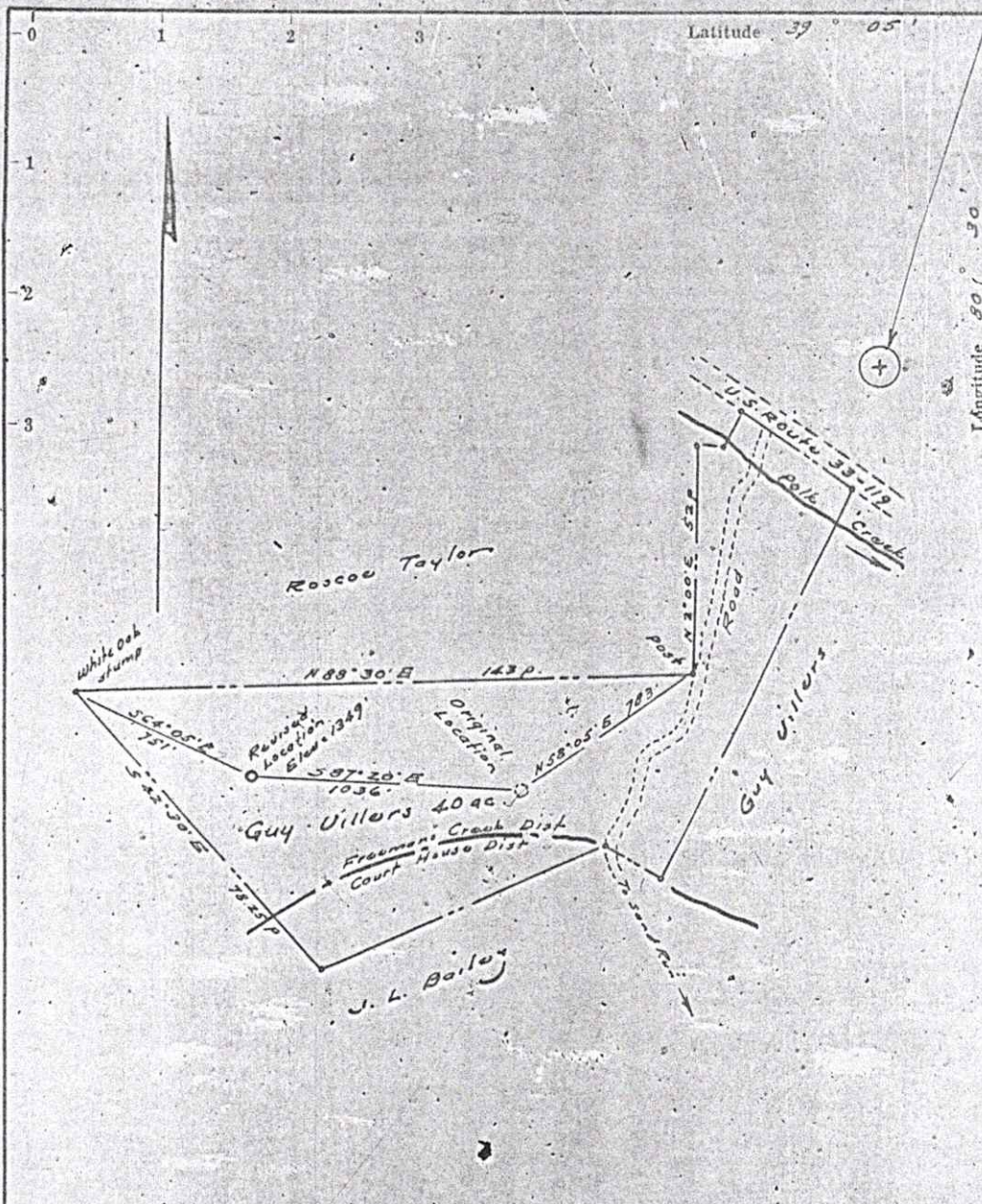
STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES  
OIL AND GAS DIVISION  
CHARLESTON

WELL LOCATION MAP  
FILE NO. LEW 593 (Revised)

+ Denotes location of well on United States Topographic Maps, scale 1 to 62,500, latitude and longitude lines being represented by border lines as shown.

- Denotes one inch spaces on border line of original tracing.

Robert W. Rutta



- New Location.
- Drill Deeper. ....
- Redrill. ....
- Abandonment. ....

Company LAZELL & YOCHYM  
 Address To Stanley Yochym, Bridgport, W. Va  
 Farm Guy Villers  
 Tract \_\_\_\_\_ Acres 40 Lease No. \_\_\_\_\_  
 Well (Farm) No. One Serial No. \_\_\_\_\_  
 Elevation (Spirit Level) 1349  
 Quadrangle Vadis  
 County Laura District Fremont Creek  
 Engineer Robert W. Rutta  
 Engineer's Registration No. 1727  
 File No. \_\_\_\_\_ Drawing No. \_\_\_\_\_  
 Date Oct 28, 1960 Scale 1" = 30 P.

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

**WELL LOCATION MAP**  
 FILE NO. LEW 593 (Revised)

+ Denotes location of well on United States Topographic Maps, scale 1 to 62,500, latitude and longitude lines being represented by border lines as shown.  
 — Denotes one inch spaces on border line of original tracing.

Robert W. Rutta

09-10

713-618 1471



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

QUAD- WADES

WELL RECORD

Permit No. LEW 593 (Revised)

Oil or Gas Well Gas  
(KIND)

Company Labelle & Voohym  
Address Clarksburg, W. Va.  
Farm Guy Villers Acres 40  
Location (waters) West Fork River  
Well No. 019 Elev. 1349  
District Freeman's Creek County Lewis  
The surface of tract is owned in fee by Guy Villers  
Address Weston, W. Va.  
Mineral rights are owned by Guy Villers & Mary  
Alfred Address Weston, W. Va.  
Drilling commenced 11/14/60  
Drilling completed 12/15/60  
Date Shot From To  
With  
Open Flow 60 /10ths Water in 2 Inch  
/10ths Merc. in. 3 Inch  
Volume 327,000 Cu. Ft.  
Rock Pressure 600 lbs. 36 hrs.  
Oil None bbls., 1st 24 hrs.  
Fresh water None feet  
Salt water 1060 feet

Casing and Tubing	Used in Drilling	Left in Well	Packers
Size			Kind of Packer
16			
13			
10	<u>342</u>	<u>none</u>	Size of
8 1/4	<u>1180</u>	<u>none</u>	
6 1/2	<u>1735</u>	<u>none</u>	Depth set
5 3/16			
3 1/2	<u>2685</u>	<u>2685</u>	Perf. top
2			Perf. bottom
Liners Used			Perf. top
			Perf. bottom

CASING CEMENTED SIZE 4 1/2" No. Ft. 12/26/61 Date  
95 lbs. Cement - 5 Angel - 15 Baroid  
Lawson Cementin Co.  
COAL WAS ENCOUNTERED AT FEET INCHES  
FEET INCHES FEET INCHES  
FEET INCHES FEET INCHES

Formation	Color	Hard or Soft	Top	Bottom	Oil, Gas or Water	Depth Found	Remarks
Sand (yellow)			0	25			
Slate			25	35			
Sand			35	45			
Slate			45	65			
Red Rock			65	75			
Slate			75	100			
Slate (black)			100	108			
Slate (blue)			109	165			
Slate (black)			165	200			
Slate (blue)			200	238			
Red Rock			238	248			
Slate			248	265			
Red Rock			265	311			
Lime			311	317			
Red Rock			317	374			
Lime			374	385			
Red Rock			385	405			
Sand			405	428			
Slate			428	450			
Red Rock			450	468			
Slate & Shells			468	515			
Lime			515	530			
Red Rock			530	558			
Lime			558	614			
Slate			614	630			
Pink Rock			630	650			
Lime			650	660			
Sand			660	682			
Slate			682	730			
Lime			730	775			
Slate & Shells			775	810			
Sand			810	836			
Slate			836	845			
Lime			845	862			
Sand			862	885			
Slate			885	995			
Lime (hard)			995	1006			
Slate & Shells			1006	1044			



(Over)



Robert W. Rutta

Formation	Color	Hard or Soft	Top //	Bottom	Oil, Gas or Water	Depth Found	Remarks
Salt Sand			1044	1075	Water	1060-1088	L. B. per hr.
Slate (black)			1075	1094			
Lime			1094	1112			
Slate & Shells			1112	1145			
Sand			1145	1198			
Slate & Shells			1198	1288			
Sand			1288	1440	Gas	1405-1416	Smell
Slate & Shells			1440	1556			
Red Rock			1556	1600			
Lime (blue)			1600	1624			
Red Rock			1624	1654			
Lime			1654	1673			
Red Rock			1673	1683			
Lime			1683	1695			
Slate			1695	1706			
Lime			1706	1714			
Slate			1714	1726			
Little Lime			1726	1743			
Slate			1743	1746			
Lime			1746	1750			
Slate			1750	1770			
Big Lime			1770	1844			
Sand			1844	1854			
Lime			1854	1871			
Injun Sand			1871	1918	Gas	1871-1879	
Lime			1918	1955			
Sand			1955	2005	Oil	1955-1966	Smell
Lime (gritty)			2005	2035			
Slate & Shells			2035	2102			
Lime (gritty)			2102	2230			
Sand			2230	2260			
Slate & Shells			2260	2332			
Sand			2332	2361			
Slate & Shells			2361	2395			
Sand			2395	2443			
Slate			2443	2446			
Sand			2446	2470			
Slate & Shells			2470	2615			
Sand			2615	2635	Gas	2615-2630	Show
Slate			2635	2650			
Lime			2650	2685			
Total Depth			2685				

Date January 13, 1903

APPROVED Lazelle & Yochym Owner

Robert W. Rutta

41-00593-P



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

QUAD- VADES

WELL RECORD

Permit No. LEW 593 (Revised)

Oil or Gas Well Gas  
(KIND)

Company Isabelle & Vochym  
 Address Clarksburg, W. Va.  
 Farm Guy Villers Acres 40  
 Location (waters) West Fork River  
 Well No. ONE Elev. 1349  
 District Zeigler's Creek County Lewis  
 The surface of tract is owned in fee by Guy Villers  
 Address Weston, W. Va.  
 Mineral rights are owned by Guy Villers & Mary Alfred  
 Address Weston, W. Va.  
 Drilling commenced 11/14/60  
 Drilling completed 12/15/60  
 Date Shot From To  
 With  
 Open Flow 60 /10ths Water in 2 Inch  
 /10ths Merc. in 2 Inch  
 Volume 327,000 Cu. Ft.  
 Rock Pressure 600 lbs. 36 hrs.  
 Oil None bbls., 1st 24 hrs.  
 Fresh water None feet  
 Salt water 1060 feet

Casing and Tubing	Used in Drilling	Left in Well	Packers
Size			
16			Kind of Packer
18			
10	<u>342</u>	<u>none</u>	Size of
8 1/2	<u>1190</u>	<u>none</u>	
6 3/4	<u>1755</u>	<u>none</u>	Depth set
5 3/16			
8 <u>4 1/2"</u>	<u>2625</u>	<u>2635</u>	Perf. top
2			Perf. bottom
Liners Used			Perf. top
			Perf. bottom

CASING CEMENTED SIZE 4 1/2" No. Ft. 12/26/61 Date  
95 lbs. Cement - 5 Acungel - 15 Baroid  
Lawson Cement Co.  
 COAL WAS ENCOUNTERED AT FEET INCHES  
 FEET INCHES FEET INCHES  
 FEET INCHES FEET INCHES

Formation	Color	Hard or Soft	Top	Bottom	Oil, Gas or Water	Depth Found	Remarks
Sand (yellow)			0	35			
Slate			23	33			
Sand			35	45			
Slate			45	65			
Red Rock			65	75			
Slate			75	100			
Slate (black)			100	108			
Slate (blue)			109	165			
Slate (black)			165	200			
Slate (blue)			200	239			
Red Rock			239	248			
Slate			248	265			
Red Rock			265	311			
Lime			311	317			
Red Rock			317	374			
Lime			374	395			
Red Rock			395	405			
Sand			405	428			
Slate			428	450			
Red Rock			450	468			
Slate & Shells			468	515			
Lime			515	530			
Red Rock			530	559			
Lime			559	614			
Slate			614	630			
Pink Rock			630	650			
Lime			650	660			
Sand			660	682			
Slate			682	730			
Lime			730	775			
Slate & Shells			775	810			
Sand			810	838			
Slate			838	845			
Lime			845	862			
Sand			862	885			
Slate			885	995			
Lime (hard)			995	1006			
Slate & Shells			1006	1044			

RECEIVED  
 Office of Oil & Gas  
 JUL 17 2008  
 WV Department of  
 Environmental Protection



Robert W. Rutta

41-00593-P

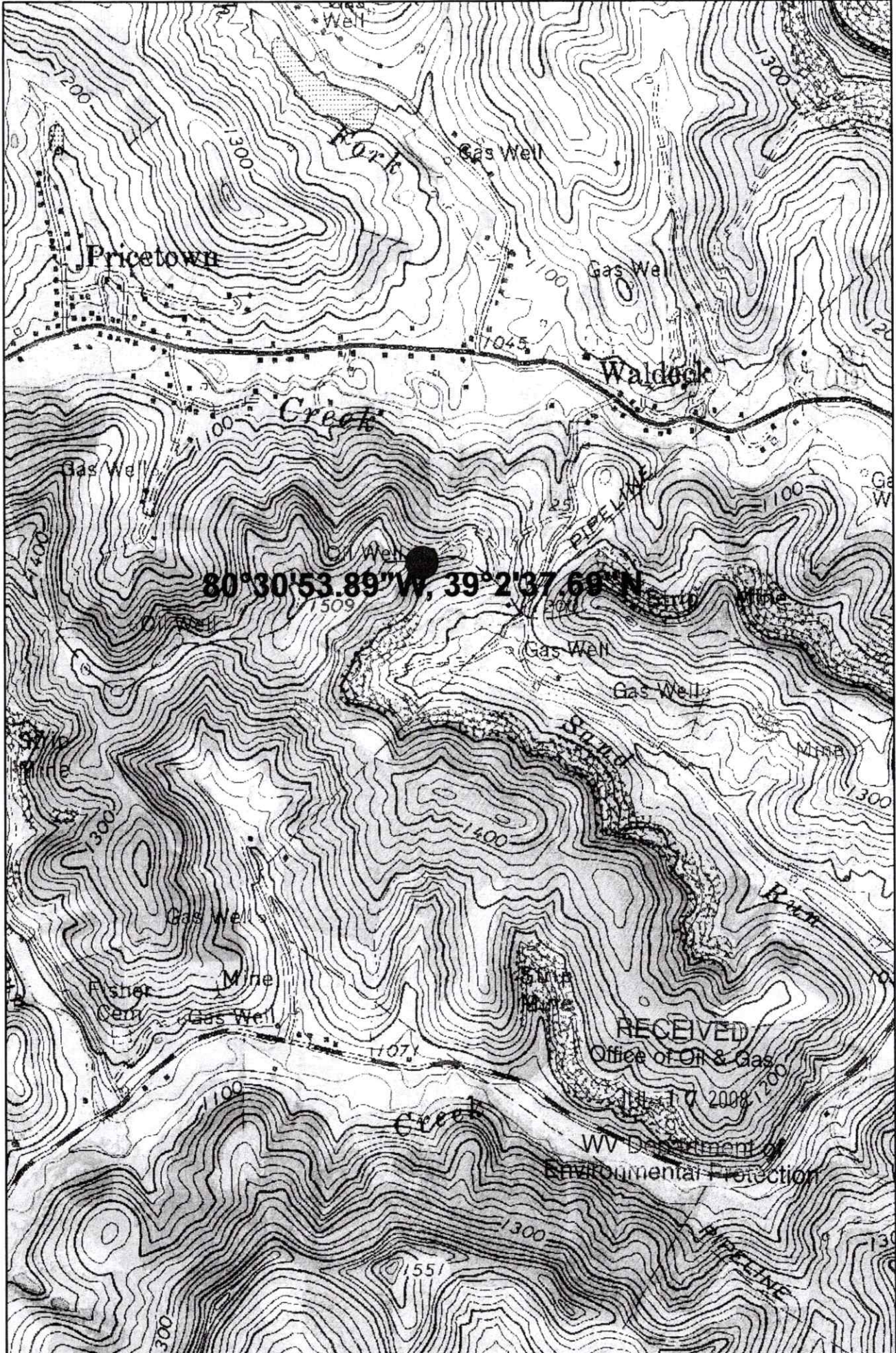
Formation	Color	Hard or Soft	Top //	Bottom	Oil, Gas or Water	Depth Found	Remarks
Salt Sand			1034	1075			
Slate (black)			1075	1094	Water	1060-1068	1 B. por hr.
Lime			1094	1112			
Slate & Shells			1112	1145			
Sand			1145	1198			
Slate & Shells			1198	1288			
Sand			1288	1440	Gas	1405-1418	Shell
Slate & Shells			1440	1556			
Red Rock			1556	1600			
Lime (blue)			1600	1624			
Red Rock			1624	1654			
Lime			1654	1673			
Red Rock			1673	1683			
Lime			1683	1695			
Slate			1695	1706			
Lime			1706	1714			
Slate			1714	1726			
Little Lime			1726	1743			
Slate			1743	1746			
Lime			1746	1750			
Slate			1750	1770			
Big Lime			1770	1844			
Sand			1844	1854			
Lime			1854	1871			
Injun Sand			1871	1918	Gas	1871-1879	
Lime			1918	1955			
Sand			1955	2005	Oil	1955-1968	Shell
Lime (gritty)			2005	2035			
Slate & Shells			2035	2102			
Lime (gritty)			2102	2230			
Sand			2230	2260			
Slate & Shells			2260	2332			
Sand			2332	2361			
Slate & Shells			2361	2395			
Sand			2395	2442			
Slate			2442	2446			
Sand			2446	2470			
Slate & Shells			2470	2615	Gas	2615-2630	Show
Sand			2615	2635			
Slate			2635	2650			
Lime			2650	2685			
Total Depth			2685				

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JUL 17 2008  
WV Department of  
Environmental Protection

Date January 13, 1961

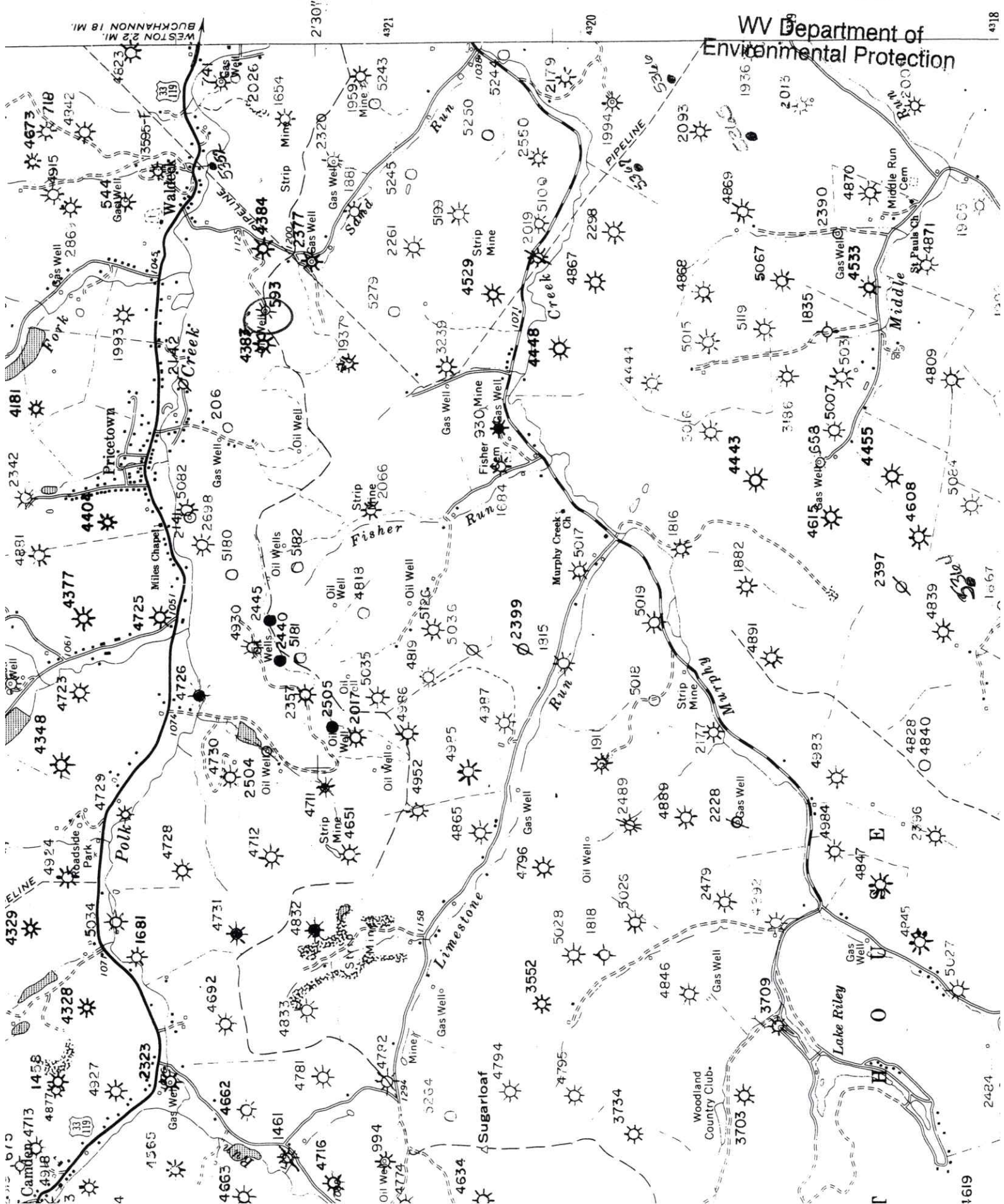
APPROVED Lazelle & Yochym Owner

By Stanley Yochym  
(Title)



JUL 17 2008

WV Department of  
Environmental Protection



WW-7  
8-30-06



West Virginia Department of Environmental Protection  
Office of Oil and Gas  
**WELL LOCATION FORM: GPS**

API: 47-041-0593 -P WELL NO.: \_\_\_\_\_ Villers # 1

FARM NAME: Thomas Shackelford

RESPONSIBLE PARTY NAME: WV DEP Oil & Gas

COUNTY: Lewis DISTRICT: Freemans Creek

QUADRANGLE: Camden

SURFACE OWNER: Thomas Shackelford

ROYALTY OWNER: \_\_\_\_\_

UTM GPS NORTHING: 432160

UTM GPS EASTING: 541987 GPS ELEVATION: 1349

The Responsible Party named above has chosen to submit GPS coordinates in lieu of preparing a new well location plat for a plugging permit or assigned API number on the above well. The Office of Oil and Gas will not accept GPS coordinates that do not meet the following requirements:

- 1. Datum: NAD 1983, Zone: 17 North, Coordinate Units: meters, Altitude: height above mean sea level (MSL) – meters.
- 2. Accuracy to Datum – 3.05 meters
- 3. Data Collection Method:  
Survey grade GPS \_\_\_\_\_ : Post Processed Differential \_\_\_\_\_  
Real-Time Differential \_\_\_\_\_  
Mapping Grade GPS \_\_\_\_\_ : Post Processed Differential \_\_\_\_\_  
Real-Time Differential \_\_\_\_\_

4. **Letter size copy of the topography map showing the well location.**

I the undersigned, hereby certify this data is correct to the best of my knowledge and belief and shows all the information required by law and the regulations issued and prescribed by the Office of Oil and Gas.

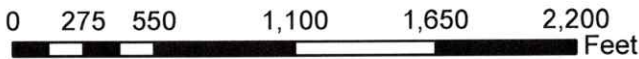
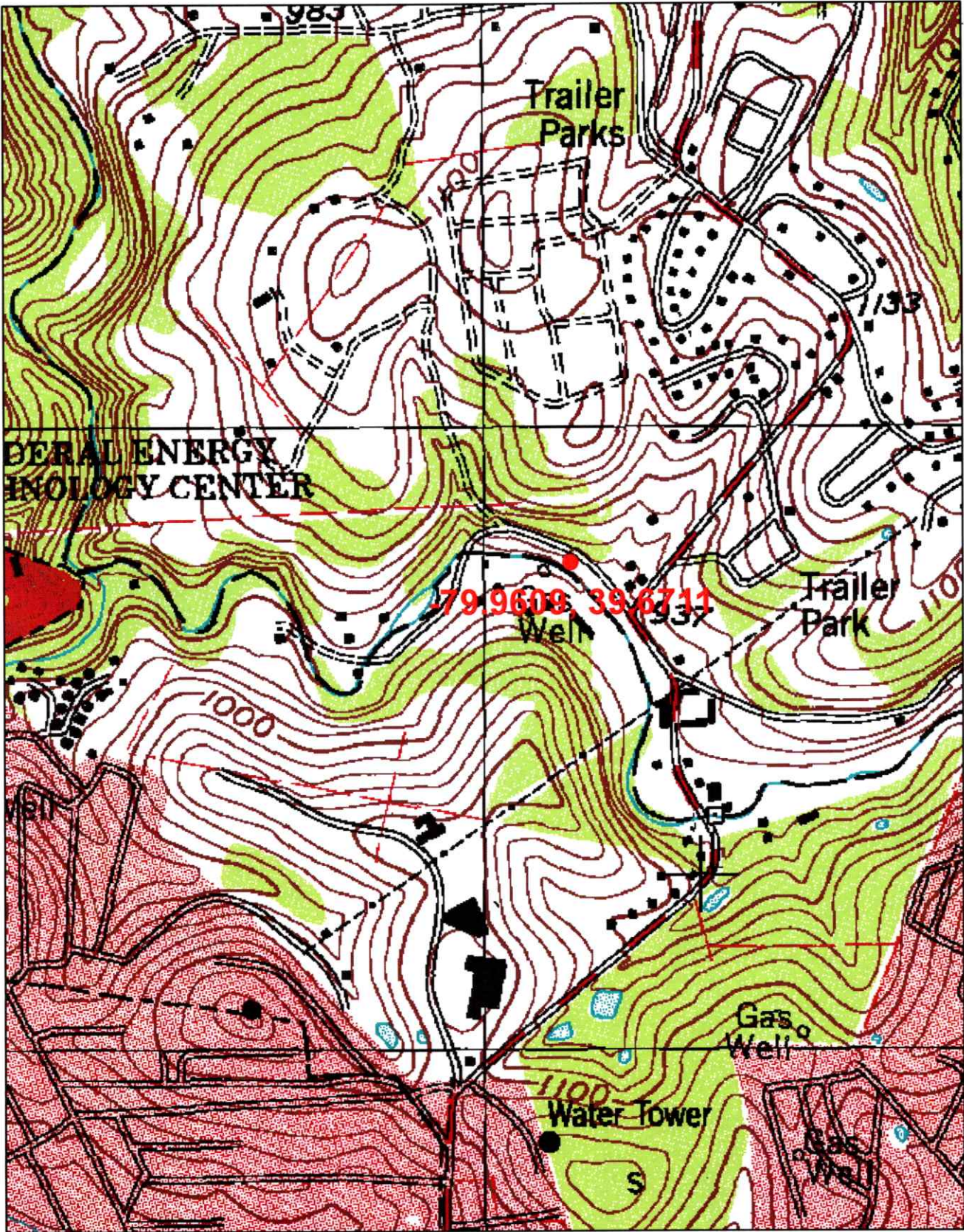
*Leed Dutton*  
Signature

Inspector \_\_\_\_\_  
Title

7/17/08  
Date

61-70124

NAD 27



WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF OIL AND GAS

I, the undersigned, have been notified by a representative from the West Virginia Department of Environmental Protection (WVDEP), Office of Oil and Gas, of an abandoned well(s) and/or tank(s) on or adjacent to my property.

This well(s) and/or tank(s) is considered a potential hazard or imminent danger, or a possible pollutant to the surface or underground, or is wasting natural resources (leaking) and must be properly plugged or cleaned out and replugged.

I hereby give the State of West Virginia permission to have a responsible contractor enter upon or traverse my property for the purpose of plugging this well(s) and/or remove tank(s).

Permit No. (if known) 42-041-0593 Well No. (if known) Shuckford #1  
Farm Name Shuckford County Lewis  
District Court House Waters of Sand Run

The contractor will properly plug the above named well(s), remove all material from the well location and reclaim, seed and mulch the well location and well road accesses used to state specifications. The plugging and reclamation shall be supervised by the WVDEP.

Owner Name Thomas Shuckford Owner Signature Thomas Shuckford  
Owner Address #25 Sand Run Rd.  
Weston W Va Witness \_\_\_\_\_  
26452 Date 3-14-08

269-1484

Please Return To: WVDEP - OFFICE OF OIL AND GAS  
Rodney Dillon  
601 57<sup>th</sup> Street  
Charleston, WV 25304



**Responsible Party Search for:**

**Date: 5/23/08**

**Well – Villers # 1**

**Permit Number: 47-041-0593**

Lewis County  
Freemans Creek Rural District  
Tax Map 6-F  
Parcel 0026  
Acres @ 30-40

**Current Surface:**

Thomas Shackleford  
425 Sand Run Road  
Weston, WV 26425

**Current Mineral Owners:**

( ½ each)

William F. Alfred estate  
Reed Stewart  
315 Cottage Avenue  
Weston, WV 26452

Garland C. Frances  
Joseph W. Wagoner  
P.O. Box 839  
Weston, WV 26452

**Last Known Well Operator:**

Lazzelle & Yochyn

**Probable Responsible Party:**

Lazzelle & Yochym

**Surface Chain of Title:**

Date 6/2/77 Deed Book 543/193 Garland C. Freeman to Thomas Shackleford

Date 9/17/71 Deed Book 325/393 Summit Coal Company to Garland C. Freeman

Date 2/3/71 Deed Book 321/336 M & O Coal Company to Summit Coal Company

Date 8/22/69 Deed Book 313/90 Summit Coal Company to M & O Coal Company

Date 7/30/69 Deed Book 313/92 Guy C. Villers to Summit Coal Company (res. ½ O & G)

Date 3/29/45 Deed Book 174/304 Lillian H. Alford to Guy C. Villers (res. ½ O & G)

**Mineral Summary:**

Mineral was leased from the Guy Villers estate in 1960. At that point the surface and mineral was together. In 1974 ½ of the mineral was sold with the surface to Garland Frances. Reference Deed Book 343/489 October 1974.

**Mineral lease, and Well Chain:**

Date 7/11/60 Deed Book 262/352 Anna E. Alford (Guy Villers estate) to Stanley Yochym & Donald Lazzelle

In September 1960 Donald Lazzelle & Stanley Yochym sold working interest in the well to the following people.

Deed Book 265/475 4/32 WI Solomon & Teslovich

Deed Book 265/476 2/32 WI Peter C. & Harry Hamo

Deed Book 265/477 1/32 WI Harry Widney

Deed Book 265/478 1/32 WI J. Wayne Schwab

Deed Book 265/479 1/32 WI Joe & George Alexandor

Deed Book 265/480 2/32 WI Anthony Marsolino

Deed Book 265/481 1/32 WI Walter Malinsky & Paul Martin

Deed Book 265/482 1/32 WI Anthony Guido

Deed Book 265/483 1/32 WI Wilson Davis

Deed Book 266/646 1/32 WI Alex Branney

Deed Book 267/170 1/32 WI Estate of Donald Lazzelle

Deed Book 267/171 1/32 WI Mildred Lazzelle & Frances Tarr

Deed Book 267/465 1/32 WI Donald Lazzelle Jr.

Deed Book 267/466 1/32 WI Richard Rundle & Donald Lazzelle Jr.

Deed Book 267/467 1/32 WI Wilson Davis & Donald Lazzelle Jr.

Deed Book 268/370 2/32 WI Anthony Marsolino

Deed Book 268/620 8/32 WI Liberty Fuel Corp.

Deed Book 268/621 3/32 WI Stanley Yochym

Date 2/7/61 Donald Lazzelle to Commodore Petroleum (all his interest)

**Well Summary:**

Property Was leased, and the well drilled in 1960 by Stanley Yochym and Donald Lazzelle. According to Lewis County Court House records before drilling the well Yochym & Lazzelle sold working interest in the well. Records show @ 30/32 working interest was sold. Yochym & Lazzelle each held only a 1/32 interest.

I didn't do a record search on each of these people who held a interest. I did look at the two largest stock holders. Liberty Fuel, and Solomon & Teslovich to see if they sold their interest in the well. Nothing was found to indicate they sold their part of the well.

In 1960 18 different people owned interest in this well. Now 48 years later that 18 people could possibly be 100 people.

This preliminary report is based on a limited search of court house records and should not be interpreted to be a certified title opinion.

## Abandoned Well Evaluation

**API Number**

**Operator**

Unknown

**Well Name/Number**

Villers #1

Parameter	Condition		Factor	Subclass	Points
	Multiplier = 1	Multiplier = 2			
Safety or health threat	Potential risk *	Immediate threat **	25	1	50
		y			
Surface pollution	Minor existing pollution restricted to well location *	Significant existing pollution or minor pollution that continues to increase **	20	5	20
		y			
Well casing	Either no production or surface casing *	No production and surface casing, severely deteriorated single casing string and/or evidence of groundwater contamination **	20	2	40
		y			
Mineral resource development	Planned or active mineral resc. dev. w/in 2000' of well *	Planned or active mineral resc dev. w/in 1000' of well**	15	3	30
		y			
Drinking water supply	Well < 500' and >100' from supply	Well < 100' from supply	10		10
Population	> 10 and < 20 people within 1000' of well	> 20 people within 1000' of well	10		10
		y			
Surface waters	Well < 500' and > 100' from lake, river or stream	Well < 100' from lake, river or stream	10		10
		y			
Age of well	> 25 and < 50 years old	> 50 years old	5		5
		y			
Abandonment time	> 25 and < 50 years	> 50 years	5		5
		y			

Subclass

1

Total

180

\*\*Class I Well

\*Class II Well

## Abandoned Well Evaluation

**API Number**      **47 041-0593**  
**Operator**         Unknown  
**Well Name/Number**   Villers # 1

Parameter	Condition		Factor	Subclass	Points
	Multiplier = 1	Multiplier = 2			
Safety or health threat	Potential risk *	Immediate threat **	25	1	50
		y			
Surface pollution	Minor existing pollution restricted to well location *	Significant existing pollution or minor pollution that continues to increase **	20	5	20
		y			
Well casing	Either no production or surface casing *	No production and surface casing, severely deteriorated single casing string and/or evidence of groundwater contamination **	20	2	40
		y			
Mineral resource development	Planned or active mineral resc. dev. w/in 2000' of well *	Planned or active mineral resc dev. w/in 1000' of well**	15	3	30
		y			
Drinking water supply	Well < 500' and >100' from supply	Well < 100' from supply	10		10
Population	> 10 and < 20 people within 1000' of well	> 20 people within 1000' of well	10		10
		y			
Surface waters	Well < 500' and > 100' from lake, river or stream	Well < 100' from lake, river or stream	10		10
		y			
Age of well	> 25 and < 50 years old	> 50 years old	5		5
		y			
Abandonment time	> 25 and < 50 years	> 50 years	5		5
		y			

Subclass

1

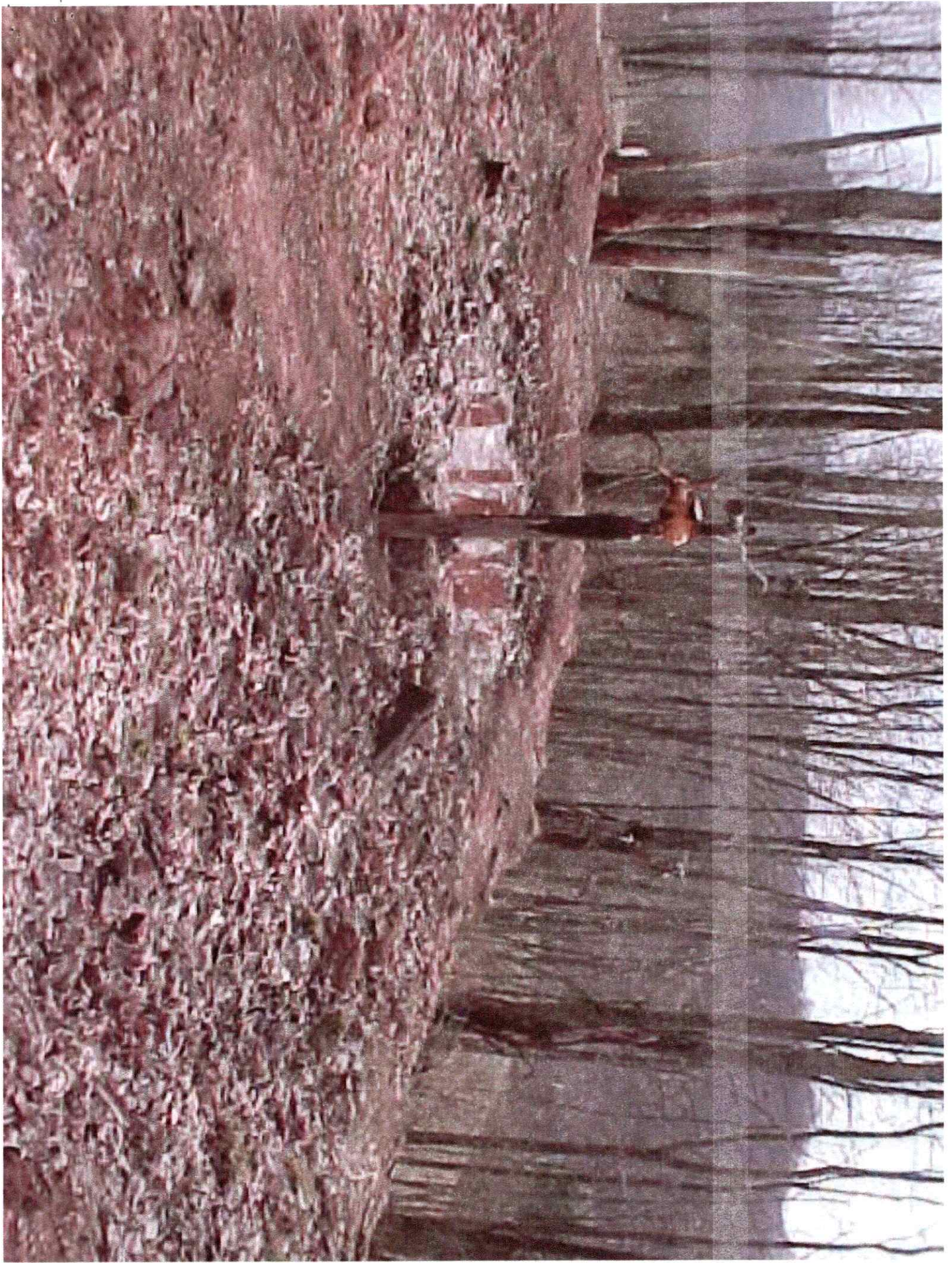
Total

180

\*\*Class I Well

\*Class II Well









**61-70124**  
**NAD 27**



0 425 850 1,700 2,550 3,400 Feet



OIL AND GAS LEASE

AGREEMENT, made and entered into this 9th date of NOVEMBER, 1998, by and between WILLIAM F. ALFRED, SINGLE

Recorded: 800 DB 597 264 thru 405

of \_\_\_\_\_, party of the first part, hereinafter called Lessor (whether one or more), and Interstate Drilling, Inc., party of the second part, hereinafter called Lessee;

1. WITNESSETH: 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 of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipelines, 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 products therefrom or thereto by pipelines or otherwise; said land being situate in FREEMANS CREEK Township, District, County of LEWIS, State of West Virginia, and described as follows, to-wit: Bounded on the

NORTH by lands of STANTON TURNPIKE
EAST by lands of GUY C. VILLERS
SOUTH by lands of JOHN LANCASTER
WEST by lands of ROSCOE TAYLOR

Containing 40 Acres acres, more or less and being the same land conveyed to lessor by \_\_\_\_\_ by deed dated \_\_\_\_\_ and recorded in said county records in \_\_\_\_\_ Book No. \_\_\_\_\_ Page \_\_\_\_\_

2. It is agreed that this lease shall remain in force for a primary term of one years from this date 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 any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipeline 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 her proportionate share 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 NOVEMBER 9, 1998 unless Lessee pays thereafter a rental of \$5.00 for each twelve (12) months that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to WILLIAM F. ALFRED direct, or by check payable to his (or her) order mailed to RT. 4 BOX 85, WESTON, WV 26452 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 ten days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay 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 Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary to store and produce such gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of \$5.00 per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land that the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion 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 casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipelines below plow depth.

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 rent 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 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 the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post 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, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. 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 resumes operations within sixty 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.

Assigned: See DB 580 Page 512-565

15. 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.

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS:

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

William F. Alfred (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

WEST VIRGINIA ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA }  
COUNTY OF LEWIS } To-wit:

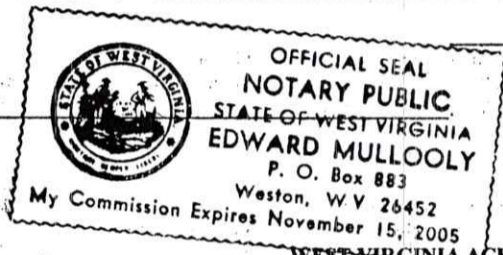
I, EDWARD MULLOOLY, a Notary Public of said County, do hereby certify that WILLIAM F. ALFRED,  
SINGLE

whose name is signed to the within writing bearing date the 9th day of NOVEMBER, 1998, has this day acknowledged the same before me in my said County.

Given under my hand this 9th day of NOVEMBER, 1998.

Edward Mullooly  
Notary Public

My Commission expires \_\_\_\_\_



WEST VIRGINIA ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA }  
COUNTY OF \_\_\_\_\_ } To-wit:

I, \_\_\_\_\_, a Notary Public of said County, do hereby certify that \_\_\_\_\_

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

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

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

NOV 13 1998

LEWIS COUNTY, WV  
FILED  
NOV 13 9 39 AM '98  
MARY JOA MYERS  
COUNTY CLERK

Del  
Act  
Loc  
Col  
Sta  
Ter

STATE OF WEST VIRGINIA, CLERK'S OFFICE,  
COUNTY COMMISSION, LEWIS COUNTY  
November 13th, 1998

The foregoing Lease  
together with the certificate thereto  
annexed was this day presented in said  
office and admitted to record.

ATTEST; Mary Joa Myers, CLERK  
esd

## OIL AND GAS LEASE

AGREEMENT, made and entered into this 9th date of NOVEMBER, 1998, by and between JOSEPH W. WAGONER,  
SUBSTITUTE TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF GARLAND C. FRANCIS,  
DECEASED.

of \_\_\_\_\_, party of the first part, hereinafter called Lessor (whether one or more), and Interstate Drilling, Inc., party of the  
 second part, hereinafter called Lessee;

1. WITNESSETH: 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 of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipelines, 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 products therefrom or thereto by pipelines or otherwise; said land being situate in FREEMANS CREEK Township/District, County of LEWIS, State of West Virginia, and described as follows: Bounded on the

NORTH by lands of STANTON TURNPIKE  
 EAST by lands of GUY C. VILLERS  
 SOUTH by lands of JOHN LANCASTER  
 WEST by lands of ROSCOE TAYLOR

Containing FORTY acres, more or less and being the same land conveyed to lessor by \_\_\_\_\_  
 by deed dated \_\_\_\_\_ and recorded in said county records in \_\_\_\_\_ Book No. \_\_\_\_\_  
 Page \_\_\_\_\_.

2. It is agreed that this lease shall remain in force for a primary term of ONE years from this date 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 any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof~~

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipeline 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 her proportionate share 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 NOVEMBER 9, 1998 unless Lessee pays thereafter a rental of \$5.00 for each twelve (12) months that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to Joseph W. Wagoner, Substitute Trustee  
 direct, or by check payable to his (or her) order mailed to P. O. Box 839, Weston, WV 26452  
 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 ten days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay 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 Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

~~7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary to store and produce such gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of \$5.00 per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.~~

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land that the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion 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 casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipelines below plow depth.

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 rent 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 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 the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post 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, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. 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 resumes operations within sixty 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.

This Instrument prepared by Interstate Drilling, Inc., Rt. 3 Box 89-V, Weston WV 26452-9620.

② RT: →

Assigned: See DB 580 Page 216-216

15. 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.

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS:

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

Joseph W. Wagoner (SEAL)  
JOSEPH W. WAGONER \* (SEAL)  
\* SUBSTITUTE TRUSTEE UNDER THE (SEAL)  
LAST WILL AND TESTAMENT OF GARLAND (SEAL)  
C. FRANCIS, DECEASED (SEAL)  
\_\_\_\_\_ (SEAL)

WEST VIRGINIA ACKNOWLEDGEMENT

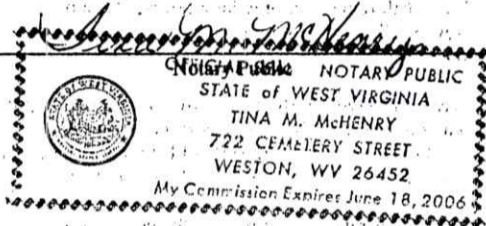
STATE OF WEST VIRGINIA )  
COUNTY OF LEWIS ) To-wit:

I, Tina M. McHenry, a Notary Public of said County, do hereby certify that Joseph W. Wagoner, Substitute Trustee

whose name is signed to the within writing bearing date the 9th day of November, 1998, has this day acknowledged the same before me in my said County.

Given under my hand this 12th day of November, 1998.

My Commission expires June 18, 2006



WEST VIRGINIA ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA )  
COUNTY OF \_\_\_\_\_ ) To-wit:

I, \_\_\_\_\_, a Notary Public of said County, do hereby certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the within writing bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, ha\_\_\_\_\_ this day acknowledged the same before me in my said County.

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

My Commission expires \_\_\_\_\_

Notary Public

0.00  
13 1998

LEWIS COUNTY, WV  
FILED  
NOV 13 9 38 AM '98  
MARY LOU MYERS  
COUNTY CLERK

STATE OF WEST VIRGINIA, CLERK'S OFFICE,  
COUNTY COMMISSION, LEWIS COUNTY  
November 13th, 1998

The foregoing Lease  
together with the certificate thereto  
annexed was this day presented in said  
office and admitted to record.

ATTEST: Mary Lou Myers, CLERK  
esd