FORM IV-2 (Obverse) (12 - 81)



Date:	AUG. 19		19_	82	
Operator's Well No.	DAVISSON	#	2		

API Well No. 47 - 085

State County Permit

STATE OF WEST VIRGINIA DEPARTMENT OF MINES. OIL AND GAS DIVISION OIL AND GAS WELL PERMIT APPLICATION

	Oil xx Gas xx				
	(If "Gas", Production xx	Undergroun	nd storage	_/ Deep	_/ Shallow/)
LOCATION:	Elevation: 1195'	Watershed	: CHECAU	X DE FRISE RI	IN
	District: UNION	County:_	RITCHIE	Quadrangle: _	PULLMAN 7.5
WELL OPERATO	DR B & L OIL CO.		DESIGNATED A	GENT C. JO	MCCRADY
Address	1420 7th st		Address	1420 7th s	st ·
	PARKERSBURG, W 26101			PARKERSBUE	RG, WV
	F. MAXWELL HEIRS, V. G NER J. DAVISSON, R. LAYFIE		COAL OPERATO	OR n/a	Parameters
Address	HARRISVILLE, WV 26362		Address		
	ster CIO L o			# \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	* Xobilando
Acreage	40.5		COAL OWNER(S) WITH DECLAR	ATION ON RECORD:
	ER LAWRENCE KEARNS				762
	HARRISVILLE, WV 2636				
Addiess	ATTRACT CONTRACT CONT			n/z	All and managering
Acreage	40.5		Name		alou T
FIELD SALE (II					
	MR.1				
			COAL LESSEE V	WITH DECLARAT	ION ON RECORD:
OIL & GAS INS	SPECTOR TO BE NOTIFIED		Name		
	AMUEL N. HERSMAN		Address	n/2	
SA SA	AMUEL N. HERSMAN		Address		
	D 0 D0W ((
Address	P 0 B0X 66				
Address	SMITHVILLE, WV 26178				sifteen table about per s
Address The undersigne	SMITHVILLE, WV 26178 d well operator is entitled to operate for	oil or gas purp			
Address The undersigne	SMITHVILLE, WV 26178	oil or gas purp			
Address The undersigneratement	SMITHVILLE, WV 26178 and well operator is entitled to operate for / datedMAY 26, 10000000000000000000000000000000	oil or gas purp			
Address The undersigned other contract	SMITHVILLE, WV 26178 ed well operator is entitled to operate for / dated MAY 26, 10 AND WANETA AND RUCHARD LA ase, or other contract has been record	oil or gas purp 9_82, to AYFIELD_ led:)	the undersigned wel	ll operator from	JOHN L&RUBY
Address The undersigner other contract DAVISSON. (IF said deed, lead Recorded on	SMITHVILLE, WV 26178 and well operator is entitled to operate for / dated/ MAY 26, 10 AND WANETA AND RUCHARD LA ase, or other contract has been record [AY 26, 19 82, in the office	oil or gas purp 9 82 , to AYFIELD led:) e of the Clerk of	the undersigned wel	ll operator fromission ofRTT	JOHN L&RUBY
Address The undersigned other contract	SMITHVILLE, WV 26178 and well operator is entitled to operate for / dated MAY 26, 10 AND WANETA AND RUCHARD LA ase, or other contract has been record AND WANETA AND RUCHARD LA ase, or other contract has been record AND WANETA AND RUCHARD LA ase, or other contract has been record AND WANETA AND RUCHARD LA ase, or other contract has been record AND WANETA AND RUCHARD LA ase, or other contract has been record AND WANETA AND RUCHARD LA ase, or other contract has been record AND WANETA AND RUCHARD LA ase, or other contract has been record AND WANETA AND RUCHARD LA ase, or other contract has been record AND WANETA AND RUCHARD LA ase, or other contract has been record AND WANETA AND RUCHARD LA ase, or other contract has been record AND WANETA AND RUCHARD LA ase, or other contract has been record AND WANETA AND RUCHARD LA ase, or other contract has been record AND WANETA AND RUCHARD LA BOOK 146	oil or gas purp 9 82 , to AYFIELD ded:) e of the Clerk of	the undersigned well of the County Comm	ission ofRTT	JOHN L&RUBY CHIE County, We
Address The undersigned other contract	SMITHVILLE, WV 26178 and well operator is entitled to operate for / dated MAY 26, 10 AND WANETA AND RUCHARD LA ase, or other contract has been record AND 26, 1982, in the office Book 146 at page	oil or gas purp 9 82 , to AYFIELD led:) e of the Clerk of 338 . A Redri	of the County Comm permit is requested	ission ofRTT as follows: re or stimulate	JOHN L&RUBY CHIE County, We
Address The undersigned other contract DAVISSON. (IF said deed, lease Recorded onM Va., in	SMITHVILLE, WV 26178 and well operator is entitled to operate for/ dated MAY 26, 19 AND WANETA AND RUCHARD LA	oil or gas purp 9_82, to AYFIELD led:) e of the Clerk of / Redri	of the County Comm permit is requested Il/ Fractu-	ission ofRTT as follows: re or stimulate/	JOHN L&RUBY CHIE County, We
Address The undersigned other contract	SMITHVILLE, WV 26178 and well operator is entitled to operate for / dated MAY 26, 10 AND WANETA AND RUCHARD LA ase, or other contract has been record AND 26, 1982, in the office Book 146 at page	oil or gas purp 9_82, to AYFIELD led:) e of the Clerk of / Redri	of the County Comm permit is requested Il/ Fractu-	ission ofRTT as follows: re or stimulate/	JOHN L&RUBY CHIE County, We
Address The undersigned other contract	SMITHVILLE, WV 26178 and well operator is entitled to operate for / dated MAY 26, 19 ase, or other contract has been record MAY 26, 1982, in the office Book 146 at page ORK: Driff_XXXX / Drill deeper Plug off old formation Other physical change in well of the second	oil or gas purp 9 82 , to YFIELD led:) e of the Clerk of 338 . A / Redri _/ Perforate (specify)	the undersigned well of the County Comm permit is requested II/ Fractu-	ission ofRIT as follows: re or stimulate/	JOHN L&RUBY CHIE County, We
Address The undersigned other contract	SMITHVILLE, WV 26178 and well operator is entitled to operate for / dated MAY 26, 19	oil or gas purp 9 82 , to YFIELD ded:) e of the Clerk of 338 . A / Redri _/ Perforate (specify) rk order on the	of the County Comm permit is requested Ill/ Fractu- new formation	ission ofRIT as follows: re or stimulate/	JOHN L&RUBY CHIE County, We
Address The undersigner other contract	SMITHVILLE, WV 26178 and well operator is entitled to operate for/ dated MAY 26, 19 AND WANETA AND RUCHARD LA	oil or gas purp 9_82, to AYFIELD led:) e of the Clerk of / Redri _/ Perforate (specify) rk order on the lessee are her	the undersigned well of the County Comm permit is requested II/ Fracture new formation ne reverse side here eby notified that any	ission ofRIT as follows: re or stimulate/	JOHN & RUBY CHIE County, We
Address The undersigner other contract	SMITHVILLE, WV 26178 and well operator is entitled to operate for / dated MAY 26, 19	oil or gas purp 9_82, to AYFIELD led:) e of the Clerk of / Redri _/ Perforate (specify) rk order on the lessee are her	the undersigned well of the County Comm permit is requested II/ Fracture new formation ne reverse side here eby notified that any	ission ofRIT as follows: re or stimulate/	JOHN & RUBY CHIE County, We to make or are required

the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia. 08/18/2023

PLEASE SUBMIT COPIES OF ALL GEOPHYSICAL LOGS DIRECTLY TO:

WEST VIRGINIA OIL AND GAS CONSERVATION COMMIS-SION 1615 WASHINGTON STREET EAST

CHARLESTON, WV 25311

TELEPHONE: (304) 348-3092

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SEP 1 1982

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

BLANKET BOND

Well Operator

DESIGNATED AGENT

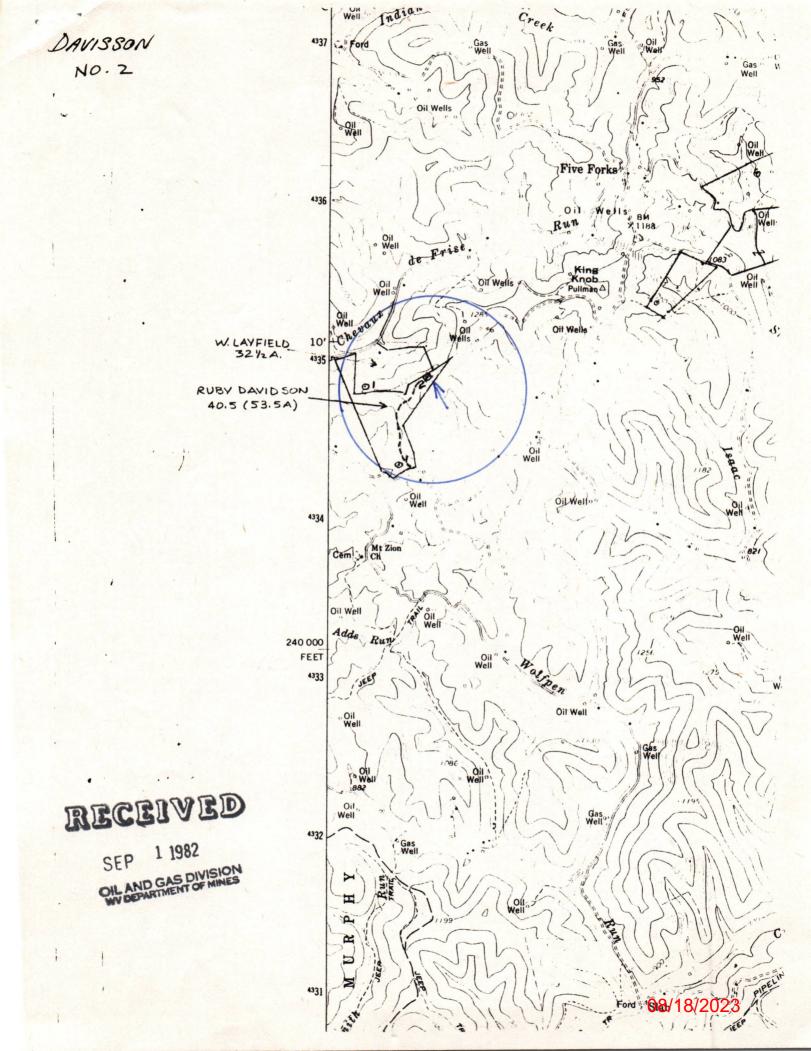
B & L OIL CO.

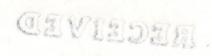
full

PROPOSED WORK ORDER

THIS IS AN ESTIMATE ONLY: ACTUAL INFORMATION MUST BE SUBMITTED ON FORM IV-35 UPON COMPLETION

	NIKACI	OR (IF	KNOWN			& L OIL CO			
				Addr	ress _	1420 7t1	Park Tolk Control of the Control of	(101	
					4	PARKERS	BURG, WV 2	6101	
EOLOGICAL	TARGE	T FORM	ATION,		LOV	VER DEVONI	AN		
Estimated	d depth o	of compl	eted well	,	58	345 fee	t Rotary	XXX / Cabl	e tools/
Approxin	nate water	er strata	depths:	Fresh,	-4	feet;	salt,	feet.	
Approxim	nate coal	seam de	epths:	n/a	1	Is coal	being mined in	n the area? Yes	/ No/
ASING AND	TUBINO	PROGI	RAM						
				- (32)	1.27				1
ASING OR UBING TYPE	SPE	CIFICATI Grade	ONS Weight per ft	New	Used	FOOTAGE I	NTERVALS	CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	11 3/					350	350	CTS	Kinds
onductor						330	330		
resh Water				3					Sizes
oal ntermediate	0 5/0	T 5 5	2/1			1300	1300	to surfac	A
	8 5/8 4 1/2	J55	$24\frac{1}{2}$			1300	5800	500 sks	Depths set
roduction	+ 1/2	333	10.5				3000	300 5115	Deptils set
ubing	-	-	-		3				
iners		-			The.			103213	Perforations:
	-								Top Bottom
						00			
				-		F-5-93			ADERSON SADE IN
nrev	iously nai	d on the	same well	the fe	e rea	uired by Code	§ 22-4-12a, and ((2-4-12b and Regulat v) if applicable, the confect of the propose	onsent required by
be p	art of the	work for	which a p	ermit i	s sou	ght and is note	or stimulating a d	well where fracturing Form IV-2 filed in co	or stimulating is to nnection therewith.
HIS PERMIT	MUST B	E POSTE	D AT TH	E WELI	L SITE	L CHAPTER 2	2.		
ALL PROVISI	IONS BE	NG IN	ACCORD	ANCE	WIII	CHAPTER 2			
ARTICLE 4 C	OF THE V	V. VA. C	ODE, TH	TUIS	DEDA	N IS HEREBY	PIRE		
	FOR	drill	ing	. Inio	PLICE	5-6-83			
APPROVED			CONANAE	NICED	15 T	3-0-03			
		IF KIOT	CONANA	NCED	BI.	3-0-03	Toget down		
		IF KIOT	COMME	NCED	BI.	3-0-03			
		IF KIOT	CONANA	NCED	- 6				
No. of the latest and		VE NOT	COMME	NCED	6			nage liete in east	O
BY	ONS HA	VE NOT	COMME	NCED					
F OPERATION STATEMENT OF THE PROPERTY OF THE P	ONS HA	VE NOT	CQMME	omplete	ed hv	the coal operat	or and by any co	al owner or coal lesse	e who has recorded a
IF OPERATION BY	ONS HA	VE NOT	CQMME	omplete	ed hv	the coal operat	or and by any co		e who has recorded a
BYThe	e followin	g waiver under Co	must be code 22-	ompleted-20, if	ed by	the coal operat	or and by any co e issued within	al owner or coal lesse fifteen (15) days of	e who has recorded a receipt thereof.
The under proposed we The undersite	e followin claration rsigned co ill location gned has	g waiver under Co	must be code 22-	ompleted-20, if	ed by the	the coal operate permit is to be war. WA less overs the area cosed to be dore and the government.	or and by any co e issued within IVER See/ o of the well location at this location regulation	al owner or coal lesse fifteen (15) days of f the coal under this on, the well location I on, provided, the well	well 102/01/2023 ined as been added to the mine
The under proposed we The undersite	e followin claration rsigned co ill location gned has	g waiver under Co	must be code 22-	ompleted-20, if	ed by the	the coal operate permit is to be war. WA less overs the area cosed to be dore and the government.	or and by any coe issued within IVER see/ of the well location at this location	al owner or coal lesse fifteen (15) days of f the coal under this on, the well location I on, provided, the well	well 102/01/2023 ined as been added to the mine
The under proposed we The undersit	e followin claration rsigned co ill location gned has	g waiver under Co	must be code 22-	ompleted-20, if	ed by the	the coal operate permit is to be war. WA less overs the area cosed to be dore and the government.	or and by any co e issued within IVER See/ o of the well location at this location regulation	al owner or coal lesse fifteen (15) days of f the coal under this on, the well location I on, provided, the well	e who has recorded a





SEP 1 1982

AFFIDAVIT OF ROYALTY PAYMENT

JOHN DAVISSON AND WANETA LAYFIELD

LEASE NAME:

MINERAL OWNER:	SAME	
WELL NAME:	DAVISSON # 2	
		Carrier and the second of the
I, C. JO MCCRAI	·Υ	(the above designated owner or
operator, or author	rized representa	tive thereof) hereby verifies that
the owner or owner	s of the mineral	estate upon which this proposed
well is to be loca	tédowill receive	minimum one-eighth (1/8)
royalty/payments f	or any gas or oi	l extracted therefrom. Copies
of the Permit Appl	ication and the	enclosed plat and reclamation
plan have been mail	æd by registered	mail or delivered by hand
to the above named	coal operator,	co-owner(s), and coal lessee
on or before the d	ay of the mailing	g or delivery of this Permit
Application to the	Department of M:	ines at Charleston, West
Virginia.		
	Signed:	operator, or Authorized Rep.) ser
	(Owner	Operator, or Authorized Rep.)
Notary:	Bruce E. D.	oal (Signed)
My Commission expi	res JUNE 3, 199	91

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OIL AND GAS DIVISION W DEPARTMENT OF MINES

MECELVED

OIL AND GAS DIVISION WYDEPARTMENT OF MINES

B&L OIL COMPANY



1420 Seventh Street Parkersburg, WV 26101 (304) 424-5220

JOHN DAVISSON

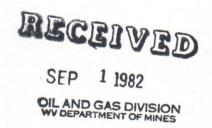
40.5 acres

RITCHIE CO.

JOHN & RUBY DAVISSON receives 2/5 of 1/8 (4/10 of 1/8)

WANETA & RICHARD LAYFIELD receives 1/10 of 1/8

FRANKLIN MAXWELLS HEIRS AND VIRGINIA GRAY EACH receives 1/2 of (1/8



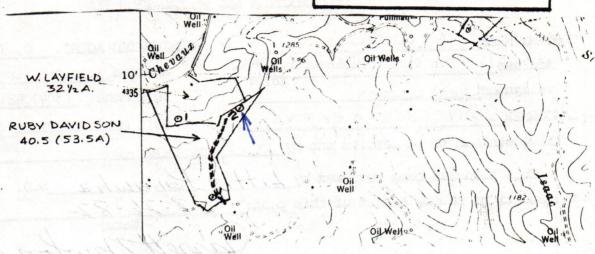
NAME OF CAMPANY Street Street

81/30

SEP 1 1982
OIL AND GAS DIVISION
WOODSARTMENT OF MINES.

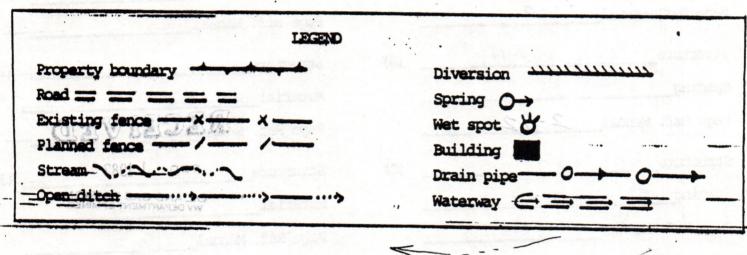
ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE PULLMAN 7.5

Well Site Access Road —



WELL SITE PLAN

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



ACCESS ROAD

PIOGE
(00)

PIOGE



DATE AUGUST 10,1982

WELL NO. RUBY DAVIDSON #2

API NO. 47 - 085 - 5852

State of Mest Birginia

Bepartment of Mines Gil und Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME B&L 011 Company		DESIGNATED AGENT C. Jo McCrady	
Address 1420 7th Street Parkersburg,		Address 1420 7th Street Parkersburg,	W.V.
Telephone (304) 424-5220	5101		101
LANDOWNER L'AWRENCE KEARNS	The second	SOIL CONS. DISTRICT LITTLE KANA	2440
Revegetation to be carried out by			
This plan has been reviewed by		Kanawha son. All correction	ent)
and additions become a part of this pl	lan.	Tighall ha SOD. All correction	3
		8-26-82 (Date)	
	Sa	welt Newlon!	
		(SCD Agent)	
ACCESS ROAD		LOCATION	
Structure CROSS DRAINS	(A)	Structure None heeded	
135' AT 5% 80' AT 10% Spacing .60' AT 15%	1 State Line		_(1)
	•	Material	
Page Ref. Manual 2-4	eje. Te josika sesse izranje na	Page Ref. Manual	
Structure OPEN DRAIN	(D)		,
Woodenson	(B)	Structure	(2)
Spacing		Material	
Page Ref. Menual 2-/2		Page Ref. MARIECEIVED	
Structure CULVERT .	(C)	Structure SFP 1 1982	
Spacing 15" I.D. CMP		OIL AND GAS DIVISION	~ (3)
	• 17	Material WY DEPARTMENT OF MINES	_
Page Ref. Manual 2-8	•	Page Ref. Manual	
		ork begins.	
Treatment Area I			
Lime 1.5 Tons/ac	me .	Lime Treatment Area II	
or correct to pH 6.5		or correct to pH 6.5	re .
Fertilizer 500 lbs/acre (10-20-20 or equivalent)		Fertilizer 500 lbs/acr	
		(10-20-20 or equivalent)	•
1018/ac		Mulch hay or straw /.5 Tons/ac	
D. M. C.		Seed* Ky 31 40lbs/acr	e
-1D8/4CI	•	Redtop • 51bs/acr	e
Timothy 6		Ladino Clover 3lbs/acr	
*Inoculate all legumes such as vetal inoculate with 3% recommended amount.	, trefoi	I and clovers with the properspace.	
V. Carlotte and Ca	PLAN F	PREPARED BY Bruce E. Doak	
NOTES: Please request landowners'		. Didde D, Boak	_
cooperation to protect new		ADDRESS 1420 7th Street Parkersburg, W. 26101	<u>v.</u>
seedling for one growing season. Attach separate sheets as		20101	_
necessary for comments.		PHONE NO. (304) 424-5220	_
		יייין דער אַנער	-

THIS LEADE IS SUBLEASED TO HAUGHT COKY. THIS LEADE SHALL OF MULL AND VOLD

38 146/338.

Yay Map # 17/16.2

OIL AND GAS LEASE

AGREEMENT, made	and entered i	nto this	26 th	day of MAY_	<u> </u>	A. D. 19 82
by and between	JOHN DA	AVISSON	AND	WANETA		2 1 040.00
	KNRA	DAUISS	13	V- 1-1W-	+ Richar	D LATERY
of			party	of the first part, hereinafte	er called Lessor (whe	ther one or more),
1. WITNESSETH: the covenants and ag stituents of either in a and gas and their cons at all times for the pu	That the Less reements here and under the tituents and of roose of drilling	or, in consideratinafter contained land hereinafter storing gas of and operating	ed, does her er described, any kind in g for oil, gas	party of t sum of One Dollar, the rece eby grant unto the Lessee a together with the exclusive any formation underlying the and water, laying pipe line nises as is necessary and co	ipt of which is hereby ull of the oil and gas right to drill for, proo e land, and also the ri es. erecting tanks. ma	acknowledged, and and all of the con- luce and market oil ght to enter thereon chinery, powers and
County of RITCH	IIE ,	State of	WEST VI	otherwise; said land being RGINIA, and d	escribed as follows, to-	wit: Bounded on the
NORTH by lands of	Kern	<u> </u>				
EAST by lands of	COUNT	y Cox	,			· · · · · · · · · · · · · · · · · · ·
				acres, more or less and b		
				by deed dated		and
				Book No. 168		
thereafter as operation any formation underly 3. The Lessee shall one-eighth (%) part 15.00 for all gas and casing rate of Fifty Dollars to	s for oil or ging the herein deliver to the of all oil process. Read gas product year on each	as are being concluded leased land is credit of the laduced and saved laced and sold fith gas well while	onducted on used for structure of from the learning the preme through la	the premises, or oil or gas orage of gas as provided un f cost, in the pipe line to we eased premises, and shall place in the provided until the premises, and shall place in the provided with the premises, and shall provide with the premises, and shall provided with the premises, and shall provided with the premises, and shall provided with the provide	is found in paying order paragraph 7 herechich he may connect pay Lessorded, Lessee shall pay L	his wells, the equal
4. The Lessee shall	commence ope	erations for a we	ell on the pre	mises on or before 26	HOF MAY	9 23 unless Lessee
to the date when first any and all other rig a period of one year for a period of one yof payment of rentals not been interrupted.	that conferred, after its compear to resume the provisions	is payable as a The drilling of obletion, and foll the payment of	foresaid, but f a non-procowing the ex f delay renta ing such pay	ein, the down payment, shadso the Lessee's option of ductive well shall be accepted austion or abandonment of or commence operations ment and the effect thereof	f extending that period by the Lessor in lie f all wells the Lesse for another well. Ushall continue in force	the privilege granted od as aforesaid, and u of delay rental for shall have the right
					NOISSON T	V. PHILL
conditions provided to ceived written notice 6. Lessor reserves 2 gas well, and agrees this taking and use of nor shall Lessee be lift. 7. Dessee stall har all rights and rights and rights and rights and rights age payment at made.	be declared age referent unles by registered 100,000 cubic for pay Lessee gas shall be whole for any see the right reap recessar a rotal at the all provision.	gainst the Lesses sthe Lessee slower the I can be seed of gas per a fair domestic holly at his own hortage or failute use any fair store and of his lease slower the lease slower the store and of his lease slower the store and	e by the Leall refuse of his annum for de rate for any no risk, the Lean the summation and produce such all remarks in the Leall remarks in the Lean to the leaf of the Lean the leaf of the Lean the Lean the leaf of the Lean the	ssor for failure of the Less neglect to pay or perform intention to declare such do omestic use, to be taken the gas used in excess thereof, essee not to be held liable for poly of gas for said domestic lerlying the leasest premise stored gas As full payn or are per year while the profull effect.	a the same for ten default, cough his own appliant. Lessor further coven or any accident or dark cuse, for the storage of nent for such storage amises we so used an	ays after having re- ces at any producing ants and agrees that nage caused thereby, gas and shall have rights, the Lessee d so ony as the stor-
unit of units act ding event his lease is set provided, at the acre- 9. If said Lessor ov	to the rules a unitized he Lo	nd conation vessor aggress to	bich may be ccept, in lieu is one total	the right to unitize this land on the royally hereinbefore a reason comprising the land than the undivided in the proportion which his	ease with other lease thomest and conservati rected, such proportion it.	to form drilling
and shall have the rig wells of Lessor. Less placed on said premise growing crops on said 11. The interest or a allowed. In event this such part or parts sha fault shall not operate any assignce thereof s	t enjoy all right to use, free ee shall also es, including the lands, and, estate of eithers lease shall hall fail or mak to defeat or hall make due	to and privile of cost, gas, of have the right to draw when requested a party hereto be assigned as e default in the affect this lease payment of sa	ges necessary il and water at any time v and remove by Lessor, may be assig to any part e payment o insofar as il id rental. No	r barn now on said premise and convenient for the produced on said land for to remove all or any pare casing. Lessee shall pay shall bury its pipe lines believed, the privilege of assign or parts of the above description of the proportionate part of the covers a part or parts of the change of ownership in the has been furnished with a	roper use and develo its operations thereon it of the machinery, if for damages caused ow plow depth. ning in whole or in ribed land and the ass the rents due from his said land upon which	pment of this lease, the except water from fixtures or structures by its operations to part being expressly ignee or assignees of m or them, such de- the said Lessee of
12. At any time, Les after which all paymelease shall become absoft hem, or to the hedressed to the post of the County in which t	colutely null aries or assigns of its local fice address of the land is local field.	nd void. This sof any one of such person, ated.	thereafter autrender may them by del- or by record	e right to surrender this le shall cease and determine, a be made to the Lessor, or ivery of a duly executed sur- ding a duly executed surre	if more than one Les urrender thereof in the	sor, then to any one son to by main ad- fectorer's office of
may pay, discharge of lands, and in event it citself by applying any 14. It is expressly agremain in force and it as production continue cause, this lease shall remain in force during duced in paying quant	exercises such royalty or re- reed that if the terms continues. If after the not terminate the prosecutities.	taxes, mortgagoption, it shall natals accruing he Lessee shall nue so long as e expiration of provided Lesse ion of such op	es, or other be subrogated tereunder to commence such operati the term of e resumes operations, and	the land herein described liens existing, levied, or as I to the rights of any hold the discharge of any such t drilling operations at any tons are prosecuted, and if this lease production from perations within sixty days, if production results there	sessed on or against er or holders thereof axes, mortgages or oth time while this lease production results the the leased premises a	the above described and may reimburse er liens. is in force, it shall refrom, then as long shall cease from any
this Instrument Pre	pared by	Acr.)	Picart	ella		

OF A STANSON TO THE STANSON TH

THIS ASSIGNMENT, made this 27th day of May, 1982, by and between WALTER C. CRANE, HAYWARD SUMMERS and YVONNE LOWTHER, dba VESTA FUEL COMPANY, a West Virginia General Partnership, whose address is Harrisville, West Virginia, hereinafter jointly referred to as ASSIGNOR and COLORADO EMPIRE DRILLING COMPANY, a Colorado Corporation, hereinafter referred to as ASSIGNEE.

WHEREAS, the ASSIGNOR, by virtue of an instrument dated November 14, 1964, by and between Harriett M. Jarvis et al. and Walter C. Crane dba Vesta Fuel Company, of record in the Office of the Clerk of the County Commission of Ritchie County, West Virginia, in Lease Book No. 104 at page 65 thereof, acquired for the purpose of exploring and operating for natural gas and petroleum, a 1/2 interest in and to a tract of land consisting of 94 acres situate in Union District, Ritchie County, West Virginia, on the waters of Chevaudefrixe branch of Indian Creek; WHEREAS, the surface of said 94 acre tract of real estate has been divided in to two separate tracts or parcels, one 53-1/2 acre parcel having been conveyed to M. A. Cox by E. N. Cox et vir. by deed dated December 20, 1901, and of record in the aforesaid Clerk's office in Deed Book No. 49 at page 528 thereof; the balance of the 94 acre tract having been conveyed to Ira Glenn Cox by the heirs of E. N. Cox by deed dated September 22, 1954, and of record in the aforesaid Clerk's office in Deed Book No. 131 at page 80 thereof;

WHEREAS, the ASSIGNEE now wishes to acquire the right, title and interest of the ASSIGNOR in the oil, gas and minerals within and underlying the tract or parcel of real estate conveyed to the said Ira Glenn Cox as described hereinbefore only.

$\underline{W} \ \underline{I} \ \underline{T} \ \underline{N} \ \underline{E} \ \underline{S} \ \underline{S} \ \underline{E} \ \underline{T} \ \underline{H} :$

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of

FORNEY AT LAW
E. MAIN STREET
HARRISVILLE,
WEST VIRGINIA
26362

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all of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign, grant and convey unto the said COLORADO EMPIRE DRILLING CO. its successors and assigns, subject to the terms, conditions and reservations herein contained, a portion of the following described oil and gas lease in Union District, Ritchie County, West Virginia, more particularly described as follows:

That certain oil and gas lease from Harriett M. Jarvis et al. dated November 14, 1964, and of record in the Office of the Clerk of the County Commission of Ritchie County, West Virginia, in Lease Book No. 104 at page 65 thereof, bounded and described as follows:

BEGINNING at three hickories and running thence with the lands of Mrs. Baker, S. 77 W. 61 poles to a stake; S. 25 W. 16 poles to a hickory near school house; N. 50 W. 100 poles along the lands of Salem Duckworth to pointers; N. 70 W. 62 poles to a hickory; N. 24 W. 158 poles along the lands of Charles Legget and Wesley Iams to pointers; N. 74 E. 28 poles to a stone; S. 2 W. 52-1/2 poles along Jone's land to a C. 0.; S. 80 E. 16 poles to a W. 0.; N. 85 E. 14 poles to pointers; N. 82 E. 34 poles to a C. 0.; N. 24 E. 7 poles to a C. 0.; N. 55 E. 64 poles along White's land to C. 0. pointers on a knob; S. 35 W. 109 poles to a hickory; S. 60 E. 150 poles along Eli Mason's land to a W. 0.; S. 30 E. 56 poles to a stone and thence N. 87 E. 32 poles to the beginning, and being the same lot, tract or parcel of land granted and conveyed unto E. N. Cox by W. Brent Maxwell and Lillie J. Maxwell, his wife, et al, by deed bearing date the 18th day of January, 1901, and duly of record in the Office of the Clerk of the County Commission of Ritchie County, West Virginia, in Deed Book No. 48 at page 484, SAVING AND EXCEPTING THEREFROM for the benefit of the ASSIGNOR all the ASSIGNOR'S interest in the oil, gas and minerals within and underlying that certain lot, tract or parcel of land bounded and described as follows: BEGINNING at three hickories and running thence with lands of Mrs. Baker S. 77 W. 61 poles to a stake; S. 25 W. 16 poles to a hickory near school house; N. 50 W. 100 poles along the lands of Salem Duckworth to pointers; N. 70 W. 45 poles and 5 links to pointers; N. 55-1/2 E. 18 poles to stone; N. 82 E. 12 poles to pointers; N. 10 W. 24 poles to stone; N. 45 W. 6 poles to stone; N. 15 W. 22 poles to stone; S. 60 E. 143 poles to stone; N. 87-1/2 E. 34 poles to the place of beginning, containing 53-1/2 acres, more or less.

It is understood and agreed by the parties herein that the ASSIGNOR, their heirs and assigns, may explore, produce, grant sell and/or convey the oil, gas and minerals within and under the

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53-1/2 acre "M. A. Cox tract" reserved herein without the participation by or interference by the ASSIGNEE herein.

This Assignment is made subject to all the royalty, terms, provisions and covenants set out and being a part of the original oil and gas lease described herein. Such provisions include a statement that the lease is for "the purpose of exploring and operating for natural gas and petroleum oil, but limited to the shallow sands extending to a maximum depth to the bottom of the Benson Sand."

This Assignment shall remain in force for a term of one year from date hereof and as long thereafter as oil and gas or either of them is produced from the premises by the ASSIGNEE, or its assigns. In order for the ASSIGNEE to hold this Assignment beyond the primary term of 1 year, they shall drill and complete at least one well on said premises. at least one well on said premises. Should the ASSIGNEE fail to drill and complete at least one well on said leasehold estate within the primary term aforesaid, which produces oil or gas in paying quantities, then this ment shall terminate at the end of said one year, and the ASSIGNEE shall have no further rights thereunder.

In the event of an assignment or subletting by the ASSIGNEE or subsequent ASSIGNEE, the ASSIGNEE and such subsequent ASSIGNEE covenants and agrees to notify the ASSIGNOR in writing, sent by postage paid, certified United States mail, return receipt requested, addressed to the said WALTER C. CRANE at his address, within thirty (30) days after the date of such assignment or subletting, notifying the ASSIGNOR of the name or names of the ASSIGNEE or ASSIGNEES and their last known post office addresses, together with a brief description of the interest in said lease so assigned. This covenant to notify the ASSIGNOR of any assignment or subletting of this lease, or any part thereof, shall extend to and be binding on any subsequent ASSIGNEE or ASSIGNEES of the lease

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or any part thereof. If the ASSIGNEE, its heirs, personal representatives, successors or assigns, fail to give said notice to the ASSIGNOR of any such assignment or any part thereof, as aforesaid, the ASSIGNEE, its heirs, personal representatives, successors and assigns shall forfeit to and pay the ASSIGNOR the sum of \$100.00 for each such failure.

The ASSIGNOR herein reserves unto itself, its heirs, successors or assigns, and excepts from this Assignment an overriding royalty interest of an undivided 1/16 of all oil, gas or other hydrocarbons produced, saved and sold from the above described lands under the terms of said oil and gas lease, if, as and when produced, saved and sold, but not otherwise. Such overriding royalty interest shall be free of all development, production, marketing and operating expenses and charges of any other nature; however, said interest shall bear and pay currently its share of gross production and/or pipe line taxes.

The ASSIGNEE, OIL DEVELOPMENT COMPANY, further agrees to hold WALTER C. CRANE, HAYWARD SUMMERS and YVONNE LOWTHER, dba VESTA FUEL COMPANY and YVONNE LOWTHER as an individual, harmless for any and all damages caused in its drilling, the production or the abandonment of any and all wells drilled on the lease and leasehold estate thereby created.

WITNESS the following signatures and seals.

VESTA FUEL COMPANY, a West Virginia General Partnership,

By Malter C. Crane, a General Partner

Hayward Summers, a General Partner

Wonne Lowther, a General Partner

COLORADO EMPIRE DRILLING COMPANY, a Colorado Corporation,

By C. One Craby (SEAL)
its &c Mgs.

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as will

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OIL AND GAS DIVISION WY DEPARTMENT OF MINES

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STATE OF WEST VIRGINIA, COUNTY OF RITCHIE, TO-WIT: The foregoing instrument was acknowledged before me this 27th day of May, 1982, by WALTER C. CRANE, a General Partner, on behalf of VESTA FUEL COMPANY. Notary Public, Ritchie County, West Virginia My Commission expires West Virginia STATE OF WEST VIRGINIA, COUNTY OF RITCHIE, TO-WIT: The foregoing instrument was acknowledged before me this day of May, 1982, by HAYWARD SUMMERS, a General Partner, on behalf of VESTA FUEL COMPANY. Notary Public, Ritchie County, West Virginia My Commission expires 23-85 STATE OF WEST VIRGINIA, COUNTY OF WOOD, TO-WIT: The foregoing instrument was acknowledged before me this 39 % day of May, 1982, by YVONNE LOWTHER, a General Partner, on behalf of VESTA FUEL COMPANY. My Commission expires

March 21, 1987 Notary Public, Ritchie County - West Virginia STATE OF WEST VIRGINIA, COUNTY OF RETCHES, TO-WIT: me this 4-61 day of Manager of COLORADO EMPIRE DRILLING COMPANY. manager Notary Public, Revenue County,
West Virginia My Commission expires West Virginia October 13, 1991

KAREN SWADLEY
ATTORNEY AT LAW
210 E. MAIN STREET
HARRISVILLE,
WEST VIRGINIA
26362

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This instrument was prepared by Karen Swadley, Attorney at Law, 210 East Main Street, Harrisville, West Virginia 26362.

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OF AND GAS DIVISION

STATE OF WEST VIRGINIA DEPARTMENT OF MINES OIL AND GAS DIVISION STATUS INSPECTION REQUEST INSPECTOR'S COMPLIANCE REPORT



OIL & GAS DIVISION

		L	L 1. 01	
Permit No.	47-085-5852	County RITCHI	E	
Company. Z	8+L 0/L CO	Farm LAWRENCE	KEARN	5
Inspector.	SAMUEL N. HERSMAN	Well No. DAVISSO	N #2	
Date. 10	-24-84	Issued.		
RULE	DESCRIPTION		IN COMPLY	NO NO
23.06	Notification Prior to starting Wor	ck		
25.04	Prepared before Drilling to preven	nt Waste		
25.03	High-Pressure Drilling			
16.01	Required Permits at Wellsite			
15.03	Adequate Fresh Water Casing			
15.02	Adequate Coal Casing			
15.01	Adequate Production Casing			
15.04	Adequate Cement Strength			
23.02	Maintained Access Roads			
25.01	Necessary Equipment to prevent Was	ste		
23.03	Reclaimed Drilling Site			
23.04	Reclaimed Drilling Pits			
23.05	No Surface or Underground Polluti	.on		
7.03	Identification Markings			
COMMENTS:	Final on Cancellation	on - No locate	in mas	le
_	so well drilled			

I have inspected the above well and (Have/Have Not) found it to be in compliance with all of the rules and regulations of the Office of Oil and Gas-Department of Mines of the State of West Virginia.

SIGNED: Samuel M. Hersman

DATE: 10-24-84



State of West Birginia Department of Mines Gil and Gas Division Charleston 25305

WALTER N. MILLER DIRECTOR

November 28, 1984

THEODORE M. STREIT ADMINISTRATOR

B & L Oil Company P.O. Box 165 Davisville, W.Va. 26142

will remain under bond coverage for life of the well.

	In Re: PERMIT NO:	083= 3832
	FARM: Lawr	cence Kearns
r	WELL NO:	Davisson #2
	DISTRICT:	Union
	COUNTY:	Ritchie
	ISSUED:	9-6-82
Gent!	emen:	
this	The FINAL INSPECTION REPORT for the above captioned well office. Only the column checked below applies:	ll has been received in
X XX	The well designated by the above permit number has been Blanket Bond. (PERMIT CANCELLED - NEVER DRILLED)	released under your
	Please return the enclosed cancelled single bond which designated by the above permit number to the surety consaid bond in your behalf, in order that they may give yrecords.	pany who executed
	Your well record was received and reclamation requirement accordance with Chapter 22, Article 4, Section 2, the	

085-5852

Very truly yours,

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

