



STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES

RECEIVED  
SEP 10 1982

OIL & GAS DIVISION  
DEPT. OF MINES

Oil and Gas Division

OIL AND GAS WELL PERMIT APPLICATION

TO THE DEPARTMENT OF MINES,  
Charleston, W. Va.

Surface Owner Macie Ellis  
Address Harmony, WV 25246  
Mineral Owner J. B. Ellis Heirs  
Address Box 14, Harmony, WV 25246  
Coal Owner Same as Mineral  
Address "  
Coal Operator None  
Address \_\_\_\_\_

DATE August 27, 1982  
Company KEY OIL, INC.  
Address P. O. Box 709, Spencer, WV 25276  
Farm J. B. Ellis Acres 37  
Location (waters) Flat Fork of the Poca.  
Well No. Ellis #1 Elevation 947'  
District Harper County Roane  
Quadrangle Walton 7.5

THIS PERMIT MUST BE POSTED AT THE WELL SITE.  
ALL PROVISIONS BEING IN ACCORDANCE WITH CHAPTER 22,  
ARTICLE 4 OF THE W. VA. CODE, THE LOCATION IS HEREBY  
APPROVED FOR drilling. THIS PERMIT SHALL EXPIRE  
IF OPERATIONS HAVE NOT COMMENCED BY 5-27-83  
BY [Signature]

INSPECTOR  
TO BE

ADDRESS Homer H. Dougherty 5274  
Linden Route, Box 3A  
PHONE Looneyville, W.Va. 25259

GENTLEMEN:

The undersigned well operator is entitled to drill upon the above named farm or tract of land for oil and gas, having fee title thereto, (or as the case may be) under grant or lease dated August 26, 1982 by M & J JOINT VENTURE made to KEY OIL, INC. and yet to be recorded. 19   in    County, Book    Page     
 NEW WELL  DRILL DEEPER  REDRILL  FRACTURE OR STIMULATE  
OIL AND GAS WELL ORIGINALLY DRILLED BEFORE JUNE 5, 1969.

The enclosed plat was prepared by a registered engineer or licensed land surveyor and all coal owners and/or operators have been notified as of the above date.

The above named coal owners and/or operator are hereby notified that any objection they wish to make, or are required to make by Section 3 of the Code, must be received by, or filed with the Department of Mines within ten (10) days. \*

Copies of this notice and the enclosed plat were mailed by registered mail, or delivered to the above named coal operators or coal owners at their above shown respective address    day    before, or on the same day with the mailing or delivery of this copy to the Department of Mines at Charleston, West Virginia.

Very truly yours, KEY OIL, INC.  
(Sign Name) [Signature]  
Well Operator

PLEASE SUBMIT COPIES OF ALL  
GEOPHYSICAL LOGS DIRECTLY TO:

WEST VIRGINIA GEOLOGICAL AND  
ECONOMIC SURVEY  
P. O. BOX 879  
MORGANTOWN, WEST VIRGINIA 26505  
AC-304 - 292-6331

Address  
of  
Well Operator

P. O. Box 709  
Street  
Spencer  
City or Town 09/15/2023  
West Virginia 25276  
State

\*SECTION 3 . . . . If no objections are filed or found by the Department of mines, within said period of ten days from the receipt of notice and plat by the department of mines, to said proposed location, the department shall forthwith issue to the well operator a permit reciting the filing of such plat, that no objections have been made by the coal operators or found thereto by the department and that the same is approved and the well operator authorized to proceed.

BLANKET BOND

47-087-3683

**THIS IS AN ESTIMATE ONLY**  
**ACTUAL INFORMATION WILL BE SUBMITTED ON OG-10 UPON COMPLETION**

PROPOSED WORK ORDER TO X DRILL \_\_\_\_\_ DEEPEN \_\_\_\_\_ FRACTURE-STIMULATE \_\_\_\_\_  
 DRILLING CONTRACTOR: (If Known) \_\_\_\_\_ RESPONSIBLE AGENT: \_\_\_\_\_  
 NAME Unknown \_\_\_\_\_ NAME Joe McLaughlin \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ ADDRESS P.O. Box 709 \_\_\_\_\_  
 TELEPHONE \_\_\_\_\_ TELEPHONE 304-927-5490 \_\_\_\_\_  
 ESTIMATED DEPTH OF COMPLETED WELL: 5200' \_\_\_\_\_ ROTARY X CABLE TOOLS \_\_\_\_\_  
 PROPOSED GEOLOGICAL FORMATION: Brown \_\_\_\_\_  
 TYPE OF WELL: OIL \_\_\_\_\_ GAS \_\_\_\_\_ COMB. X STORAGE \_\_\_\_\_ DISPOSAL \_\_\_\_\_  
 RECYCLING \_\_\_\_\_ WATER FLOOD \_\_\_\_\_ OTHER \_\_\_\_\_

TENTATIVE CASING PROGRAM:

CASING AND TUBING SIZE	USED FOR DRILLING	LEFT IN WELL	CEMENT THRU UP OR SACKS - CUBIC FT.
20 - 16			
13 - 10			
9 - 5/8	325'	325'	Cement to surface
8 - 5/8			
7		2300'	2300' or about 480 cf
5 1/2			
4 1/2		5200'	3000' or about 425 cf
3			Perf. Top
2			Perf. Bottom
Liners			Perf. Top
			Perf. Bottom

APPROXIMATE FRESH WATER DEPTHS 110 FEET \_\_\_\_\_ SALT WATER \_\_\_\_\_ FEET \_\_\_\_\_  
 APPROXIMATE COAL DEPTHS None \_\_\_\_\_  
 IS COAL BEING MINED IN THE AREA? No BY WHOM? \_\_\_\_\_

TO DRILL:

SUBMIT FIVE (5) COPIES OF OG - 1, \$100.00 PERMIT FEE, PERFORMANCE BOND AND PERMANENT COPY OF PLAT.

TO DRILL DEEPER OR REDRILL:

SUBMIT FIVE (5) COPIES OF OG - 1, SHOWING ORIGINAL PERMIT NUMBER AND PERFORMANCE BOND. ON WELLS DRILLED PRIOR TO 1929, A PERMANENT COPY OF THE PLAT AND THE ORIGINAL WELL RECORD MUST ALSO BE SUBMITTED.

TO FRACTURE - STIMULATE:

OIL AND/OR GAS WELL ORIGINALLY DRILLED BEFORE JUNE 5, 1929, FIVE (5) COPIES OG - 1, PERFORMANCE BOND, PERMANENT PLAT AND ORIGINAL WELL RECORD.

OIL AND/OR GAS WELL ORIGINALLY DRILLED ON AND/OR AFTER JUNE 5, 1929, FIVE COPIES OG - 1, SHOWING ORIGINAL PERMIT NUMBER, AND PERFORMANCE BOND.

Required forms must be filed within ninety (90) days of completion for bond release. Inspector to be notified twenty-four (24) hours in advance.

The following waiver must be completed by the coal operator if the permit is to be issued within ten days of receipt thereof.

WAIVER: I the undersigned, Agent for \_\_\_\_\_ Coal Company, Owner or Operator of the coal under this lease have examined and place on our mine maps this proposed well location.

We the \_\_\_\_\_ Coal Company have no objections to said well being drilled at the location, providing operator has complied with all rules and regulations in Articles 4, 5, and 7, Chapter 22 of the West Virginia Code.

\_\_\_\_\_  
 For Coal Company

\_\_\_\_\_  
 Official Title

09/15/2023





State of West Virginia  
Department of Mines  
Oil and Gas Division  
Charleston 25305

RECEIVED

SEP 10 1982

OIL & GAS DIVISION  
DEPT. OF MINES

Per. 3683

Yes \_\_\_ / No X / The right to extract, produce or market the oil or gas is based upon a lease or leases or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil and gas so extracted, produced or marketed.

If the answer to this question is yes, you may use this affidavit.

AFFIDAVIT

I, \_\_\_\_\_ (the above designated owner or operator, or authorized representative thereof), after being duly sworn, do depose and say that the undersigned is authorized by the owner of the working interest in the well to state that it shall tender to the owner of the oil and gas in place not less than one-eighth of the total amount paid to or received by or allowed to the owner of the working interest at the wellhead for the oil or gas so extracted, produced or marketed before deducting the amount to be paid to or set aside for the owner of the oil or gas in place, all such oil or gas to be extracted, produced or marketed from the well

Signed: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.


Signed: \_\_\_\_\_


My Commission Expires: \_\_\_\_\_

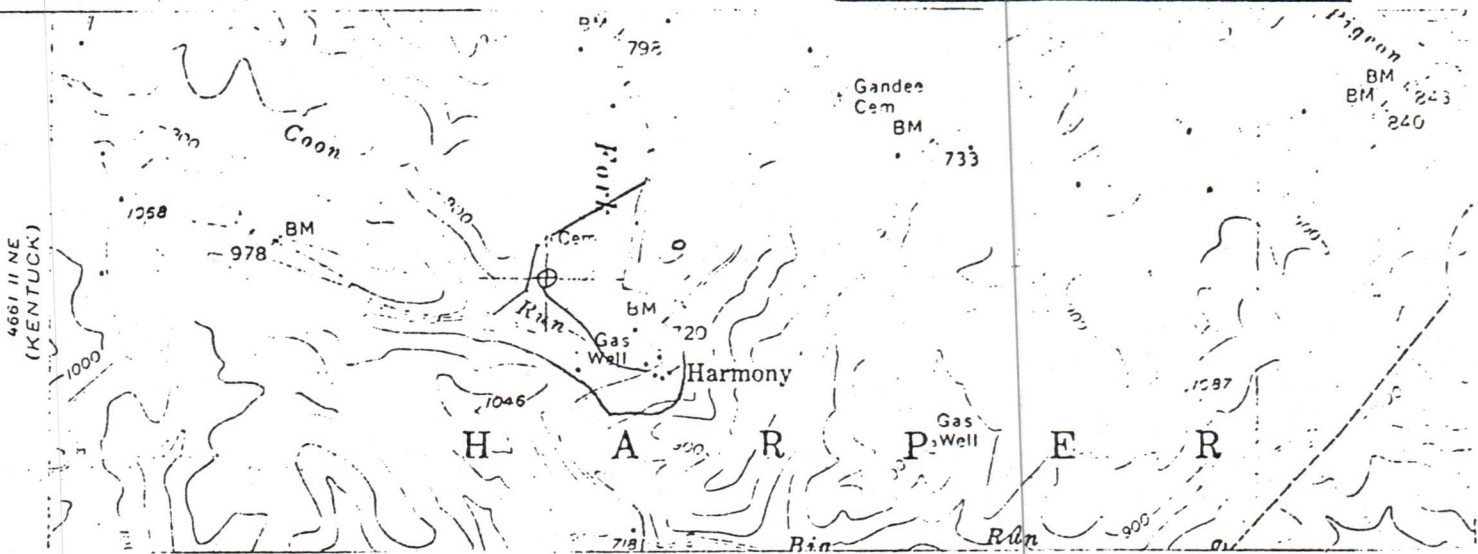
09/15/2023

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE WALTON, W.VA. 7 1/2' QUAD.

**LEGEND**

Well Site 











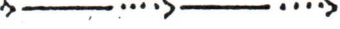

Access Road 

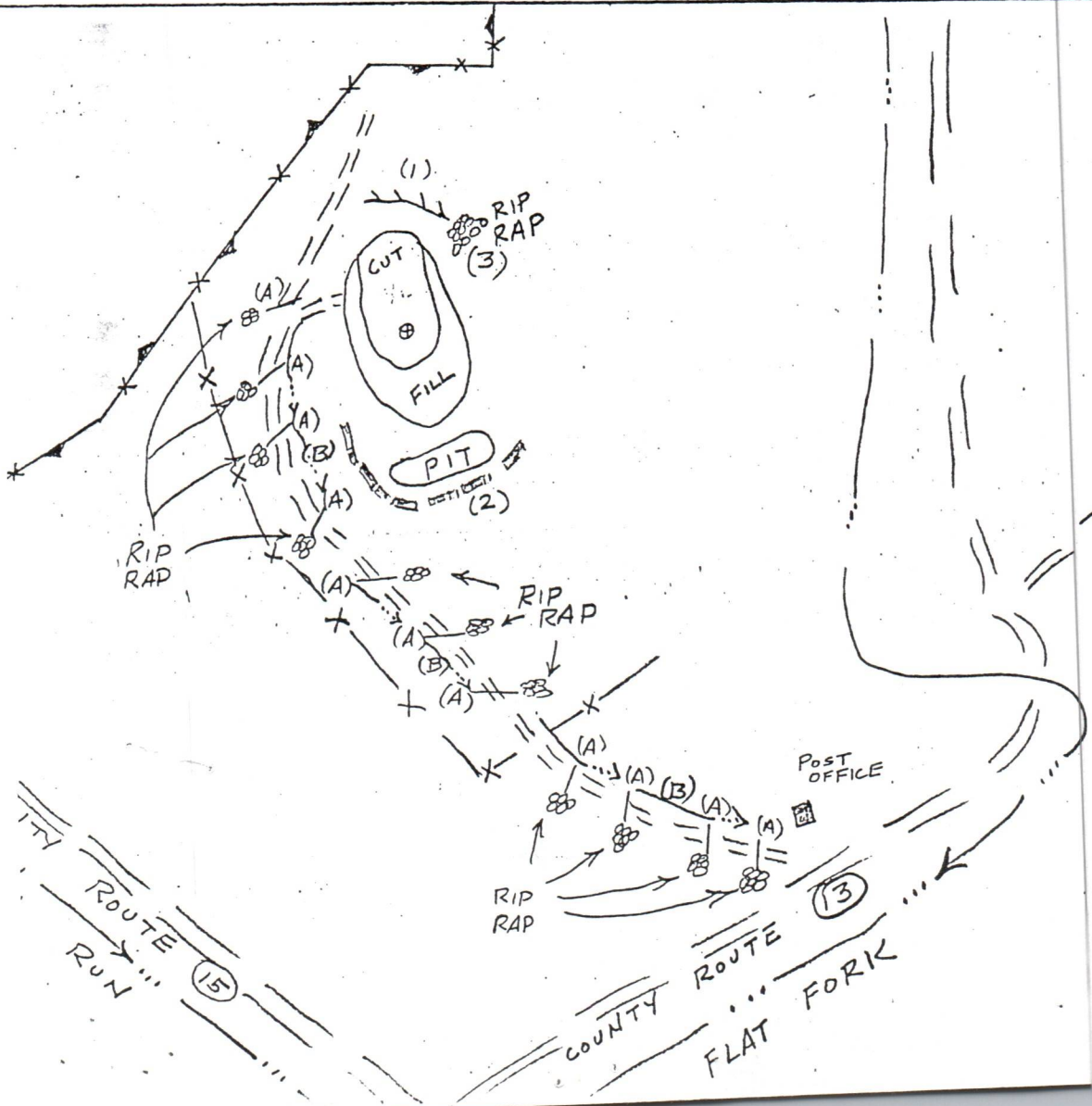


WELL SITE PLAN

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

**LEGEND**

Property boundary 	Diversion 
Road 	Spring 
Existing fence 	Wet spot 
Planned fence 	Building 
Stream 	Drain pipe 
Open ditch 	Waterway 



09/15/2023

09/15/2023

IV-9 (Rev 8-81)



State of West Virginia Department of Mines Oil and Gas Division  
WELL NO. Ellis No. 1  
API NO. 47-087 - 3183  
DATE April 21 1982

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Key Oil, Inc.  
Address P.O. Box 709, Spencer, W.V.  
Telephone 927-5490  
LANDOWNER J. B. Ellis, heirs  
Address Key Oil, Inc.  
Telephone 304-927-3994  
SOIL CONS. DISTRICT Little Kanawha  
DESIGNATED AGENT Joe McLaughlin  
Address P.O. Box 787, Spencer, W.V.  
Telephone 25276

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 4-29-82

(Date)  
Janet Morrison  
(SCD Agent)

ACCESS ROAD

(1) Structure Cross Drains (A)

Spacing 80'

Page Ref. Manual 2-1

Structure Drainage Ditch (B)

Spacing N/A

Page Ref. Manual 2-12

Structure Rip Rap (3)

Material Stone

Page Ref. Manual N/A

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SEP 19 1982

All structures should be inspected regularly and repaired if necessary. All commercial timber is to be cut and stacked and all brush and small timber to be cut and removed from the site before dirt work begins.

REVEGETATION

Treatment Area I & II

Lime Tons/acre or correct to pH 6.5

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

Mulch Silva Fiber Tons/acre

Seed\* KY Blue Grass 20 lbs/acre

Red top 5 lbs/acre

White Clover 2 lbs/acre

\*Inoculate all legumes such as vetch, trefoil and clovers with the proper bacterium. Inoculate with 3X recommended amount.

NOTES: Please request laboratory cooperation to protect new seeding for one growing season. Attach separate sheets as necessary for comments.

PLAN PREPARED BY John Strickling

ADDRESS Court Street

West Union, W. Va. 26456

PHONE NO. 304-873-2567

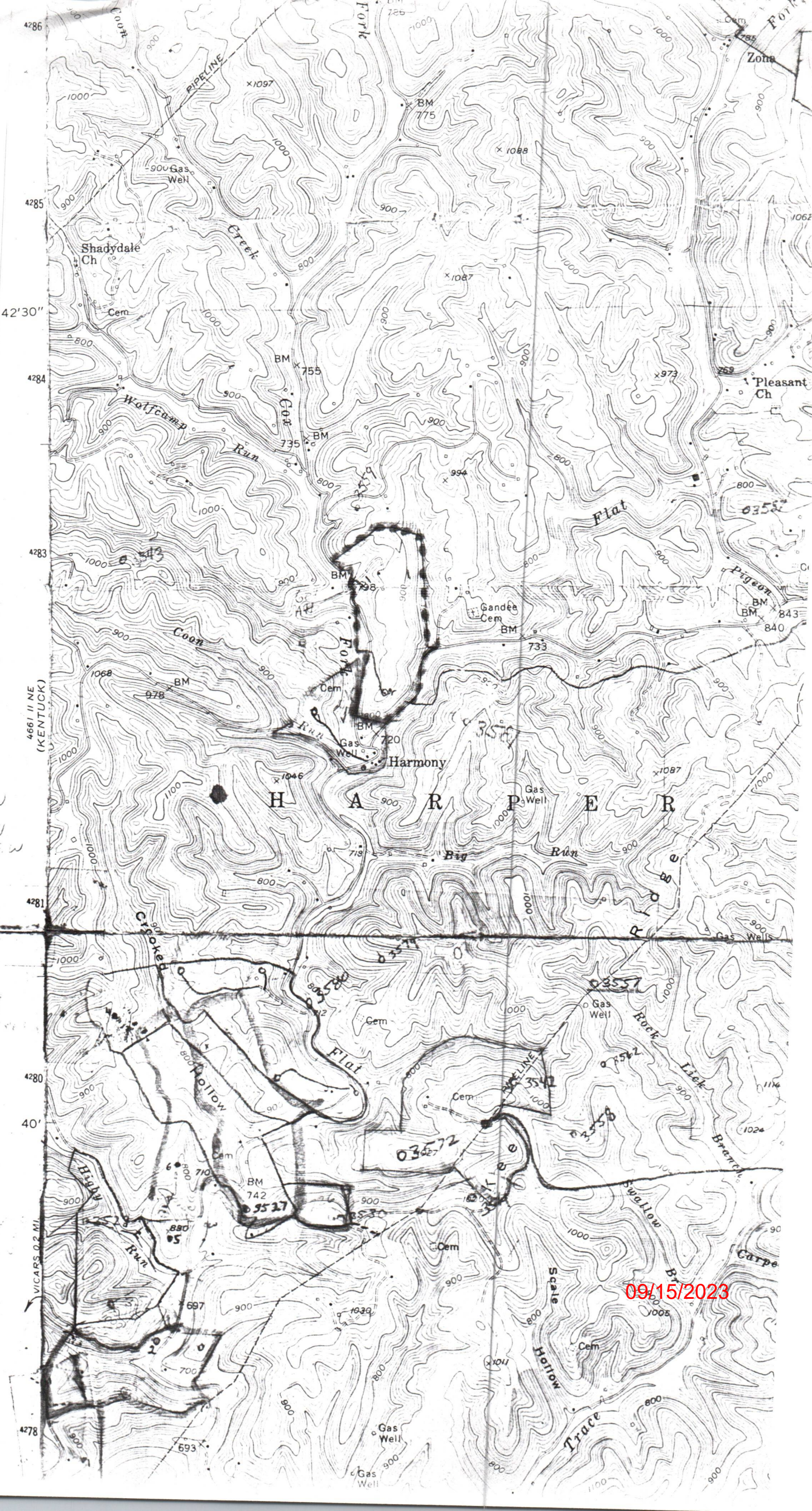
4286  
4285  
42'30"  
4284  
4283  
4282  
4281  
4280  
40'  
4278

4661 11 NE (KENTUCKY)

157.5  
2.500  
Hastings NW  
Louison - 441  
Crawford - SW  
1700 - 2

VICARS 0.2 MI

Crawford



09/15/2023

RECEIVED

SEP 10 1982

OIL & GAS DIVISION  
DEPT. OF MINES

09/15/2023



13 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. All 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:

RECEIVED  
SEP 10 1982

OIL & GAS DIVISION  
DEPT. OF MINES

Loretta Ellis (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF WOOD

To-wit:

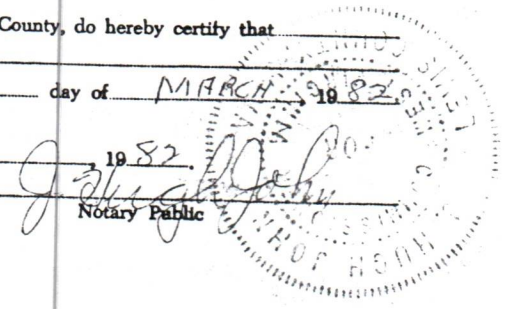
I, J. HUGH-JOHN-A COMMISSIONER FOR W.V.A. a Notary Public of said County, do hereby certify that LORETTA ELLIS-WIDOW

whose name LS signed to the within writing bearing date the 23rd day of MARCH 1982

has this day acknowledged the same before me in my said County.

Given under my hand this 23rd day of MARCH 1982

My Commission expires My Commission Expires Jan. 23, 1989



WEST VIRGINIA ACKNOWLEDGMENT

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

OHIO ACKNOWLEDGMENT

STATE OF WEST VIRGINIA,  
ROANE COUNTY COMMISSION CLERK'S OFFICE, 25 March 1982 9:23 A.M.  
Book No. 164

The foregoing instrument together with the certificate thereto annexed, was this date admitted to record in said office.

File No. 13645

Fees \$ 3.00

GENE M. ASHLEY, Clerk  
By Carolyn Batten Deputy

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 7378

Notary Public

ADMITTED TO RECORD

1982 MAR 25 AM 9 23

GENE M. ASHLEY  
CLERK  
ROANE COUNTY COMMISSION  
CLERK'S OFFICE  
W. VA.

RECORDING DATA:  
Date \_\_\_\_\_ 19\_\_\_\_  
Acres \_\_\_\_\_  
Location \_\_\_\_\_  
County \_\_\_\_\_ State \_\_\_\_\_  
Term \_\_\_\_\_

TO

M & J JOINT VENTURE  
(Standard Ohio & W. Va.)  
Oil and Gas Lease

09/15/2023

12. 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.

11. 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.

10. 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 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 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.

9. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

8. 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 necessarily and conveniently 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 pipe lines below plow depth.

7. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

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.

5. All moneys coming due hereunder shall be paid or tendered to Davidsville, W.V. direct, or by check payable to his (or her) order mailed to Davidsville, W.V. 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.

4. The Lessee shall commence operations for a well on the premises on or before March 23 1983 unless Lessee pays thereafter a rental of three dollars for each two 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 not been interrupted.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor their proportional share of the equal one-eighth (1/8) of all gas produced and saved from the leased premises 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.

2. It is agreed that this lease shall remain in force for a primary term of three 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. Containing thirty-seven (37) acres, more or less.

NORTH by lands of A.C. Taylor  
EAST by lands of W.P. Harper  
SOUTH by lands of A.M. Westfall  
WEST by lands of D.K. Goglesong  
On Waters of Flat Fork

County of Roane State of West Virginia, and described as follows, to-wit: Bounded on the

named products therefrom and thereto by pipe lines or otherwise; said land being situate in Harper District,

and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey the above 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 either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of

of West Virginia and M & J JOINT VENTURE, A Partnership party of the second part, hereinafter called Lessee;

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

AGREEMENT, made and entered into this 23rd day of March A.D. 1982

by and between Loretta Ellis, widow

BOOK 164 PAGE 635 Lease No. 252

OIL AND GAS LEASE

13-8

This instrument prepared by M & J JOINT VENTURE, Spencer, W. Va.

06/15/2023

13. 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.

14. Lessors reserve all rights to oil and gas from the surface to the depth of 2,000 feet.

15. Locations for drilling sites shall be approved in writing by Lessors and Lessee.

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

WITNESS:

ADMITTED TO RECORD  
1982 MAR 19 AM 11:32  
STATE OF WEST VIRGINIA  
GENE M. ASHLEY  
NOTARY PUBLIC

RECEIVED  
SEPT 10 1982  
OIL & GAS DIVISION  
DEPT. OF MINES

✓ Emma Ellis (SEAL)  
✓ Juanita Hill (SEAL)  
✓ Lana S. Balser (SEAL)  
✓ Larry W. Balser (SEAL)  
Dana Vanway (SEAL)  
Mark B. Vanway (SEAL)  
Diana L. Snider (SEAL)  
Robert F. Snider (SEAL)

WEST VIRGINIA ACKNOWLEDGMENT

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

I, J. HUGH JOHN - A COMMISSIONER FOR W.V.A., a Notary Public of said County, do hereby certify that Emma Ellis, single; Juanita Hill, widow; Lana Balser and Larry Balser, her husband whose names are signed to the within writing bearing date the 2nd day of February, 1982, has this day acknowledged the same before me in my said County.

Given under my hand this 2nd day of FEBRUARY, 1982

My Commission expires My Commission Expires Jan. 23, 1989

J. Hugh John  
Notary Public

WEST VIRGINIA ACKNOWLEDGMENT

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

I, J. HUGH JOHN - A COMMISSIONER FOR W.V.A., a Notary Public of said County, do hereby certify that Dana Vanway and Mark B. Vanway, her husband; Diana L. Snider and Robert F. Snider, her husband whose names are signed to the within writing bearing date the 2nd day of February, 1982, has this day acknowledged the same before me in my said County.

Given under my hand this 3rd day of FEBRUARY, 1982

My Commission expires My Commission Expires Jan. 23, 1989

J. Hugh John  
Notary Public

OHIO ACKNOWLEDGMENT

STATE OF OHIO, }  
COUNTY OF \_\_\_\_\_ } SS.

Before me, a Notary Public in and for said county, personally appeared the above named \_\_\_\_\_

\_\_\_\_\_ who acknowledged that he did sign the foregoing instrument, and that the same is \_\_\_\_\_ free act and deed. In testimony whereof I have hereunto subscribed my name at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

Notary Public

|| Ter | Cou | | Loc | Act | Date | | | | (Stat

STATE OF WEST VIRGINIA,  
ROANE COUNTY COMMISSION CLERK'S OFFICE, 19 March 1982 11:32 A.M.  
Book No. 164

The foregoing instrument together with the certificate thereto annexed, was this date admitted to record in said office.

File No. 13509

Fees \$ 3.00

GENE M. ASHLEY, Clerk  
By Carolyn Datten Deputy

09/15/2023

|| | | | | | | | | |





2nd day of February

AGREEMENT, made and entered into this 2nd day of February, A.D. 1982

by and between: Macie Ellis, widow; Violet Ellis, single; Charles Ellis, and Irene Ellis, his wife.

of Harmony, W. Va. 25246, party of the first part, hereinafter called Lessor (whether one or more),

and M & J JOINT VENTURE, A Partnership party of the second part, hereinafter called Lessee; their constituents 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 pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey the above named products therefrom and thereto by pipe lines or otherwise; said land being situated in Harper District, County of Roane, State of West Virginia

NORTH by lands of A. G. Taylor

EAST by lands of W. F. Harper

SOUTH by lands of A. M. Westfall

WEST by lands of D. K. Foglesong

On Waters of thirty-seven (37) acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term of one (1) 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.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor their proportionate share of the equal one-eighth (1/8) of all gas produced and saved from the leased premises 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 February 2, 1982, unless Lessee pays thereafter a rental of \$5.00 per acre per year 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 not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to Charles Ellis-Agent

Box 14, Harmony, W. Va. 25246

6. Lessor reserves 30,000 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. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

8. 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 pipe lines below plow depth.

9. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

10. 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 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.

11. 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.

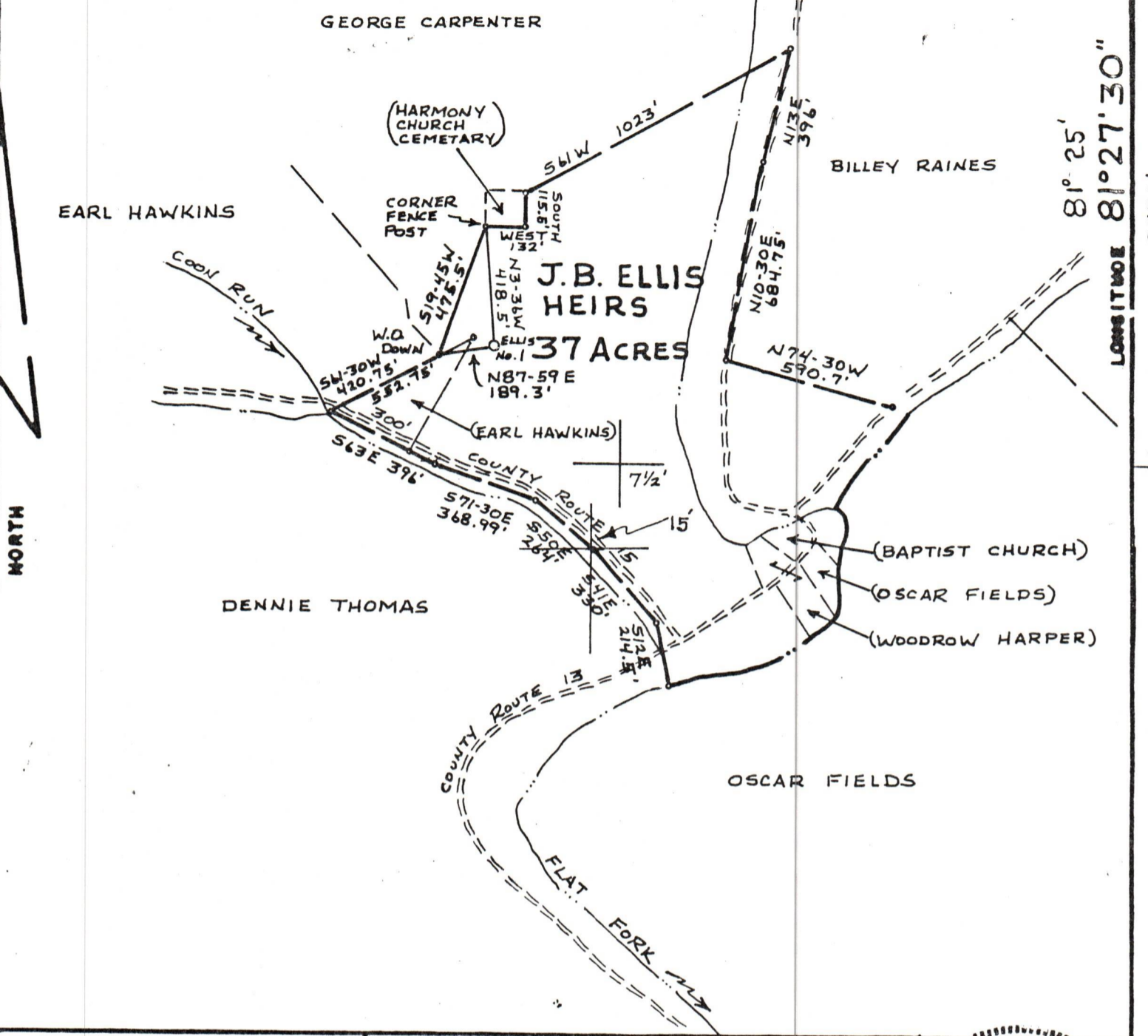
12. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the 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 gas is produced in paying quantities.

M.D. 9/11/82

6990'  
 LATITUDE 38° 42' 30"  
 38° 45'

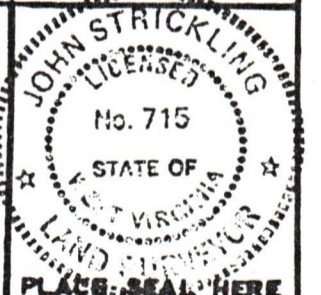
NORTH

81° 25'  
 81° 27' 30"  
 LONGITUDE



FILE NO. \_\_\_\_\_  
 DRAWING NO. \_\_\_\_\_  
 SCALE 1" = 500'  
 MINIMUM DEGREE OF ACCURACY 1:200  
 PROVEN SOURCE OF ELEVATION B.M. ELEV. 720'

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT 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 DEPARTMENT OF MINES.  
 (SIGNED) John Strickling  
 R.P.E. \_\_\_\_\_ L.L.S. 715



(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS  
 FORM IV-6  
 (8-78)



DATE 21 APRIL, 1982  
 OPERATOR'S WELL NO ELLIS 1  
 API WELL NO. 47-087 - 3683-Per  
 STATE COUNTY PERMIT

STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION

WELL TYPE: OIL  GAS  LIQUID INJECTION  WASTE DISPOSAL   
 (IF "GAS", PRODUCTION  STORAGE  DEEP  SHALLOW   
 LOCATION: ELEVATION 947' WATER SHED FLAT FORK  
 DISTRICT HARPER COUNTY ROANE  
 QUADRANGLE WALTON, W.VA. 7 1/2'  
 SURFACE OWNER J.B. ELLIS HEIRS ACREAGE 35.84  
 OIL & GAS ROYALTY OWNER J.B. ELLIS HEIRS LEASE ACREAGE 37  
 LEASE NO. 252  
 PROPOSED WORK: DRILL  CONVERT  DRILL DEEPER  REDRILL  FRACTURE OR STIMULATE  PLUG OFF OLD FORMATION  PERFORATE NEW FORMATION  OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_

09/15/2023

Cancelled

PLUG AND ABANDON  CLEAN OUT AND REPLUG   
 TARGET FORMATION MARCELLUS SHALE ESTIMATED DEPTH 5700'  
 WELL OPERATOR KEY OIL, INC. DESIGNATED AGENT JOE McLAUGHLIN  
 ADDRESS P.O. Box 709, ADDRESS P.O. Box 709,

STATE OF WEST VIRGINIA

OFFICE OF OIL AND GAS

NOTICE OF EXPIRED PERMIT

B-7

Permit number: 47- 87-3683  
Company: KEY OIL CO.  
Date: 27-Nov-84  
Date issued: 9/27/82

County: RDANE  
Farm: J B ELLIS HEIRS #1  
Well no.:  
Date expired: / / 0

I have inspected the above wellsite and found no well work done. Please  
cancel this well work permit.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

*James H. Dougherty*  
2/13/85

**RECEIVED**

FEB 18 1985

OIL & GAS DIVISION  
DEPT. OF MINES

09/15/2023



B-12

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

Permit No. 087-3683-REN County. Roane  
Company. Key Oil, Inc. Farm. J. B. Ellis Heirs  
Inspector. Homer Dougherty Well No. 252-1  
Date. September 19, 1984 Issued. 8-8-83

RULE	DESCRIPTION	IN COMPLIANCE	
		YES	NO
23.06	Notification Prior to starting Work	_____	_____
25.04	Prepared before Drilling to prevent 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 Waste	_____	_____
23.03	Reclaimed Drilling Site	_____	_____
23.04	Reclaimed Drilling Pits	_____	_____
23.05	No Surface or Underground Pollution	_____	_____
7.03	Identification Markings	_____	_____

COMMENTS: Please issue final on cancellation if location is okay. Permit  
expired on 4-8-84 and company says well was not 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: Homer H. Dougherty  
DATE: 2/13/85

09/15/2023

B-4



State of West Virginia

BARTON B. LAY, JR.  
DIRECTOR

Department of Mines  
Oil and Gas Division  
Charleston 25305

THEODORE M. STREIT  
ADMINISTRATOR

February 20, 1985

Key Oil Company  
P. O. Box 709  
Spencer, West Virginia 25276

In Re: Permit No:	<u>47-087-3683</u>
Farm:	<u>Macie Ellis</u>
Well No:	<u>252-1</u>
District:	<u>Harper</u>
County:	<u>Roane</u>
Issued:	<u>9-27-82</u>

Gentlemen:

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

XXXXX The well designated by the above captioned permit number has been released under your Blanket Bond. (PERMIT CANCELLED - NEVER DRILLED)

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 coverage for life of the well.

Very truly yours,

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

TMS/ nw

09/15/2023