

CABOT OIL AND GAS CORPORATION  
DOCKET 117 - CAUSE 111  
9/24/96

Docket 117-111

Cabot Oil & Gas Corporation

Hearing Date: 9/24/96

Exhibits

July 14, 1996

To: CABOT OIL & GAS CORPORATION  
400 Fairway Drive  
Suite 400  
Coraopolis, PA 15108-4308

Attention: Mr. Jeffrey L. Keim  
Senior Landman

From: William A. Morton  
Attorney at Law  
2011 Kanawha Avenue, SE  
Charleston, West Virginia 25304

DRILLING & UNIT TITLE OPINION #96-999-U-A  
(Part of the proposed Agee #3 Drilling Unit)

COGC Lease No.: 47-9639

Property: Parts of Stonewall District Tax Map (TM) 10-7 & 10-9 (Drill Site)

This Drilling & Unit Title Opinion #96-999-U-A covers those parts of TM 10-7 ("surface" of 75 acres described in Deed Book 531 page 217), and TM 10-9 (30 acres described in Deed Book 571 page 48), that are to be included in the proposed Agee #3 Drilling Unit, as shown on EXHIBIT "B" attached hereto; the oil & gas in, on and underlying said parts of TM 10-7 and TM 10-9, being parts of the original tracts of 68 acres described in Deed Book 99 page 223 (copy attached hereto), and 41 acres 72 rods described in Deed Book 28 page 447 (copy attached hereto); said parts of TM 10-7 and TM 10-9 also being part (47.5 acres) of COGC Lease No. 47-9639 as shown on EXHIBIT "A" attached hereto (for further information, see SECTIONS I and II on pages 2 and 4 hereof)

District: Stonewall  
County: Wayne  
State: West Virginia

Pursuant to your request, I have examined the records in the Office of the Clerk of the County Commission of Wayne County, West Virginia, for the period commencing from sovereignty and ending July 12, 1996, at 4:00 p.m., and subject to any errors or omissions in said records and the indexes thereto, and to any matters that might be observed or discovered by actual ground inspection and proper survey, and further subject to the requirements and limitations hereinafter set forth, I am of the opinion that title to the ownership of the oil and gas in and to the "Property" set out above, is vested as follows, to-wit:

① 47.5 Ac of Lease No. 47-9639

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I. OIL & GAS OWNERSHIP

1. Current Oil & Gas Ownership:

Undivided 1/4 Interest: The First Huntington National Bank, Trustee,  
under Agreement executed by Kathryn A. Atkins  
Undivided 1/4 Interest: Robert W. Agee  
Undivided 1/4 Interest: William F. Agee

Undivided 1/4 Interest  
Eleanor A. Pettus, deceased  
(see paragraph 2 below)

Undivided 1/12 Interest (1/3 of 1/4): Erle Pettus, III  
Undivided 1/12 Interest (1/3 of 1/4): Suzanne Pettus Cartmell  
Undivided 1/12 Interest (1/3 of 1/4): Jeffrey Humes Pettus

Acquired by: Deed dated December 20, 1991, Deed Book 546 page 655 (copy attached hereto), in which William F. Agee, Trustee of that Certain Liquidating Trust Agreement by and Between Eleanor A. Pettus, Kathryn A. Atkins, Robert W. Agee and William F. Agee, dated the 13th day of December, 1988, conveyed as Tract 3(b), the mineral (including oil and gas) in the subject tract of 176-7/6 acres (176-7/16 acres in prior deeds), to Eleanor A. Pettus, The First Huntington National Bank, Trustee, under Agreement executed by Kathryn A. Atkins, Robert W. Agee and William F. Agee.

NOTE: Also see the Will of Eleanor A. Pettus, Will Book 33 page 730 (paragraph 2 below), and the deed dated October 20, 1994, Deed Book 568 page 221 (paragraph 3 on page 3 hereof).

2. Information concerning the Estate of Eleanor A. Pettus, deceased:

Eleanor A. Pettus died testate a resident of Jefferson County, Alabama, on May 18, 1993. Her Will was admitted to probate in the Probate Court of Jefferson County, Alabama, on May 24, 1993, and recorded in Wayne County, West Virginia, on March 10, 1994, in Wayne County Will Book 33 page 730 (copy attached hereto). The pertinent terms of her Will are as follows:

ARTICLE III:

"(a) If my husband, Erle Pettus, Jr., shall survive me, then I give, devise and bequeath to my husband, Erle Pettus, Jr., property constituting the Marital Share as herein defined..."

(continued on next page)

"(b) My husband, Erle Pettus, Jr., may disclaim by an irrevocable and unqualified refusal to accept, in whole or in part, any interest in property constituting the Marital Share...not later than the date which is nine (9) months after the date of my death; and the whole or the part of the property so disclaimed shall become a part of the Trust Estate A...to be held by the trustees thereof subject to all of the terms, provision, power and authority applicable to Trust Estate A...If my husband should disclaim any interest in such property, my executors are hereby directed to pay any additional taxes payable by my estate attributable to such disclaimed property from such disclaimed property."

"(c) ...I give, devise and bequeath the balance of property remaining in my residuary estate after the establishment of the Marital Share constituting the marital gift to my husband and the payment of all federal and state estate taxes, income taxes, debts and expenses of administration and other lawful charges against my estate to the trustees hereinafter named, to be held as the family trust designated Trust Estate A."

ARTICLE XII:

"...I hereby authorize my executors to sell and convey any and all property in estate at public or private sale without order of court..."

3. Information concerning the Deed dated October 20, 1994, to the Current Owners of the Eleanor A. Pettus, deceased, undivided 1/4 interest:

By deed dated October 20, 1994, Deed Book 568 page 221 (copy attached hereto), Erle Pettus, Jr., Co-Trustee of Trust Estate A under the Last Will and Testament of Eleanor A. Pettus, deceased, Erle Pettus, III, Co-Trustee of Trust Estate A under the Last Will and Testament of Eleanor A. Pettus, deceased, Erle Pettus, Jr., Co-Executor of the Estate of Eleanor A. Pettus, deceased, and Erle Pettus, III, Co-Executor of the Estate of Eleanor A. Pettus, deceased, conveyed as Tract 3(b), the mineral (including oil and gas) in the subject tract of 176-7/6 acres (176-7/16 acres in prior deeds), to Erle Pettus, III, Suzanne Pettus Cartmell and Jeffrey Humes Pettus. Pertinent excerpts from the above deed are as follows:

"WHEREAS, Erle Pettus, Jr. filed a Disclaimer by Erle Pettus, Jr. of any interest he may otherwise have had in "Trust Estate A" under the Will of Eleanor A. Pettus, hereinafter referred to as the "Disclaimer", with the Probate Court of Jefferson County, Alabama on the sixteenth day of December, 1993, an authenticated copy of which is attached to this Deed as Exhibit B.

WHEREAS, paragraph (e) of Article III of the Will provides that in the event Erle Pettus, Jr. disclaims his interest in Trust Estate A, the property of Trust Estate A is to be paid over and distributed free of trust to those persons entitled to take under the provisions of Trust Estate A as if the husband of the Decedent had died on the date of delivery of the Disclaimer.

"WHEREAS, Erle Pettus, III, Suzanne Pettus Cartmell, and Jeffrey Humes Pettus have all attained the age of twenty-one (21) years, are the sole surviving issue of Erle Pettus, Jr., and are the sole beneficiaries of Trust Estate A."

II. SURFACE OWNERSHIP

1. Stonewall District Tax Map (TM) 10-7 (75 acres):

Bazil Wallace and Jo Ann Wallace, his wife, (with right of survivorship)

Acquired by: Deed dated November 30, 1989, Deed Book 531 page 217, in which James Garland Lycans, et al, conveyed the subject tract of 75 acres (TM 10-7), excepting and reserving all the minerals, to Bazil Wallace and Jo Ann Wallace, husband and wife

2. Stonewall District Tax Map (TM) 10-9 (30 acres):

Herbert O. Topping & Judy Topping, his wife, (with right of survivorship)

Acquired by: Deed dated February 7, 1995, Deed Book 571 page 48, in which Jeanetta Stone, et al, conveyed the subject tract of 30 acres (TM 10-9), ("subject to any and all covenants, restrictions, reservations, easements, and rights of way of record in the chain of title"), to Herbert O. Topping & Judy Topping, husband and wife

III. OIL AND GAS LEASES

1. COGC Lease No.: 47-9639-A  
Dated: May 25, 1992  
Recorded on: September 3, 1992  
Lease Book 65 page 593

Lessors: William F. Agee and Patricia P. Agee, husband and wife  
Lessee: COGC  
Land Covered: 176 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

2. COGC Lease No.: 47-9639-B  
Dated: May 25, 1992  
Recorded on: August 21, 1992  
Lease Book 65 page 585

Lessors: Eleanor A. Pettus (and) Erle Pettus, wife and husband  
Lessee: COGC  
Land Covered: 176 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

3. COGC Lease No.: 47-9639-C  
Dated: May 25, 1992  
Recorded on: August 21, 1992  
Lease Book 65 page 587

Lessors: Robert W. Agee (and) Earleen H. Agee, husband and wife  
Lessee: COGC  
Land Covered: 176 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

4. COGC Lease No.: 47-9639-D  
Dated: May 25, 1992  
Recorded on: August 21, 1992  
Lease Book 65 page 590

Lessor: Kathryn A. Atkins Trust, by The First Huntington National Bank, Trustee  
Lessee: COGC  
Land Covered: 176 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

IV. ROYALTIES

NOTE: Royalty payments should be divided in accordance with the proposed Agee #3 Drilling Unit.

1. Lessors (1/8 Oil and Gas Royalty):

(a) 1/32 (1/4 of 1/8) COGC Lease No. 47-9639-A:

William F. Agee and Patricia P. Agee  
502 Woodland Drive  
Huntington, WV 25701

(b) 1/32 (1/4 of 1/8) COGC Lease No. 47-9639-B:

1/96 (1/3 of 1/32): Erle Pettus, III

1/96 (1/3 of 1/32): Suzanne Pettus Cartmell

1/96 (1/3 of 1/32): Jeffrey Humes Pettus

(c) 1/32 (1/4 of 1/8) COGC Lease No. 47-9639-C:

Robert W. Agee and Earleen H. Agee  
508 Foster Road  
Huntington, WV 25701

(d) 1/32 (1/4 of 1/8) COGC Lease No. 47-9639-D:

Kathryn A. Atkins Trust  
Trust Department, First Huntington National Bank  
P.O. Box 179  
Huntington, WV 25706

NOTE: For further information concerning the above current Lessors, see SECTION I on page 2 hereof.

2. Lessee (Working Interest):

COGC

V. TAXATION

1. The oil and gas in and to the subject tract of land is taxed in the following assessments:

1995 Land Book  
Stonewall Tax District

COGC Lease No. 47-9639-A

- (a) Assessed in the name of: AGEE, WILLIAM F  
Property description: 557.42 MINERAL 12 POLE (1/4 INTEREST)  
Mineral Valuation: \$4,000.00  
Class: 3 Tax Per Half: \$55.05

COGC Lease No. 47-9639-B

- (b) Assessed in the name of: PETTUS, ELEANOR A EST  
Property description: 557.42 MINERAL 12 POLE (1/4 INTEREST)  
Mineral Valuation: \$990.00  
Class: 3 Tax Per Half: \$13.63

COGC Lease No. 47-9639-C

- (c) Assessed in the name of: AGEE, ROBERT W  
Property description: 557.42 MINERAL 12 POLE (1/4 INTEREST)  
Mineral Valuation: \$1,320.00  
Class: 3 Tax Per Half: \$18.17

COGC Lease No. 47-9639-D

- (d) Assessed in the name of: FIRST HUNTINGTON NATIONAL BANK  
TRUSTEE - KATHRYN A ATKINS TRUST  
Property description: 557.42 MINERAL 12 POLE (1/4 INTEREST)  
Mineral Valuation: \$1,320.00  
Class: 3 Tax Per Half: \$18.17

2. Taxes on the above assessments have been paid or redeemed for the current ten year period up to and including year 1995 (both halves paid).

3. Taxes for the year 1996 (assessed as of July 1, 1995) become due and payable after July 15, 1996.

4. Taxes for 1997 (assessed as of July 1, 1996) constitute a lien, but are not due and payable until after July 15, 1997.

VI. REQUIREMENTS

1. If field investigation finds that there are persons or parties (other than named in Sections I and II hereof) in actual possession of the proposed COGC well location or are claiming ownership of the surface and/or the oil and gas, such information should be promptly reported to your Legal Department, regardless of how spurious or frivolous such claims may appear, and a revised title opinion should be requested.

2. Prior to drilling, satisfy yourself that the proposed well is located within the boundaries of the subject leased premises and the proposed Agee #3 Drilling Unit.

3. Prior to drilling, all persons or parties in possession of and/or claiming ownership of the surface of the proposed well location (if other than the Lessor) should recognize (by proper writing) the right of COGC to develop and drill upon such tract for oil and gas purposes and your right of access thereto.

4. Very Important: It is recommended that a careful field investigation be made to determine whether any "hazardous waste" has ever been deposited in, on or underlying the subject tract. If any evidence of "hazardous waste" is found, such evidence should be promptly reported to your Legal Department.

5. Satisfy yourself that underground storage areas and/or tanks, "wetlands", "gob piles" and other "environmental hazards", existing pipelines, powerlines, roads and other types of easements, graves or cemeteries, water wells, buildings and other improvements, and ornamental trees and shrubs, fruit trees, gardens and cultivated crops, will not interfere with your operations on the premises.

6. If field investigation finds any evidence of oil and gas operations on the subject oil and gas tract and/or evidence of pooling or unitization of the subject tract with adjoining tract(s) on which oil and gas operations have been conducted, by persons or parties other than COGC, whether current or many years ago, such information should be promptly reported to your Legal Department and a revised title opinion should be requested.

(continued on next page)

7. Unreleased Oil & Gas Leases:

(a) Oil & Gas Lease dated November 30, 1942, Lease Book 30 page 373, from F.L. Agee and Ada Pryor Agee, his wife, to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 176 acres for a primary term of 5 years commencing November 30, 1942.

as extended by:

Oil & Gas Lease dated July 17, 1947, Lease Book 36 page 405, from F.L. Agee and Ada Pryor Agee, his wife, to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 176 acres for a primary term of 10 years commencing November 29, 1947.

as extended by:

Oil & Gas Lease dated March 23, 1956, Lease Book 47 page 396, from Agee Department Stores, Inc. to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 176 acres for a primary term of 10 years commencing November 29, 1957.

as extended by:

Oil & Gas Lease dated November 6, 1967, Lease Book 55 page 277, from Agee Department Stores, Inc. to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 176 acres for a primary term of 10 years commencing November 29, 1967.

Assignments:

By Assignment dated May 1, 1970, Assignment Book 15 page 40, Owens-Illinois, Inc. and Libbey-Owens-Ford Company, Ohio corporations, (successors to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company), assigned numerous leases (including the above lease) to Industrial Gas Corporation, a Delaware corporation.

NOTE: The Assignors in the above Assignment reserved an overriding royalty of three cents per mcf from "new" wells on the assigned leased premises and one cent per mcf from "existing" wells.

By Assignment dated June 8, 1979 (effective June 1, 1979), Assignment Book 18 page 470, Industrial Gas Corporation, a Delaware corporation, assigned numerous leases (including the above lease) to Tug Fork Corporation, a Delaware corporation.

By Assignment dated August 1, 1980, Assignment Book 19 page 61 and re-recorded in Assignment Book 19 page 189, Tug Fork Corporation, a Delaware corporation, assigned numerous leases (including the above lease) to AED (now COGC).

NOTE: Satisfy yourself that no well was ever drilled on the above lease (as extended), or that there has not been a well on the subject leased premises of 176 acres, that was producing after December 12, 1977 (date of the Oil & Gas Lease to R.H. Adkins, set out at the top of page 10 hereof); otherwise, COGC might be liable for the payment of the overriding royalty that was reserved in the above Assignment dated May 1, 1970, to Industrial Gas Corporation.

(continued on next page)

(b) Oil & Gas Lease dated December 12, 1977, Lease Book 61 page 526, from Agee Department Stores, Inc. to R.H. Adkins, covering 176 acres for a primary term of 3 years commencing December 12, 1977.

as extended by:

Oil & Gas Lease dated December 14, 1980, Lease Book 62 page 434, from Agee Department Stores, Inc. to R.H. Adkins, covering 176 acres for a primary term of 3 years commencing December 14, 1980.

NOTE: A proper release of the above lease (as extended) should be obtained and recorded in Wayne County, West Virginia.

(c) Oil & Gas Lease dated November 30, 1983, Lease Book 64 page 282, from Agee Department Stores, Inc. to Allegheny & Western Energy Corporation, covering 176 acres for a primary term of 3 years commencing November 30, 1983.

NOTE: A proper release of the above lease should be obtained and recorded in Wayne County, West Virginia.

#### VII. LIMITATIONS OF THIS TITLE OPINION

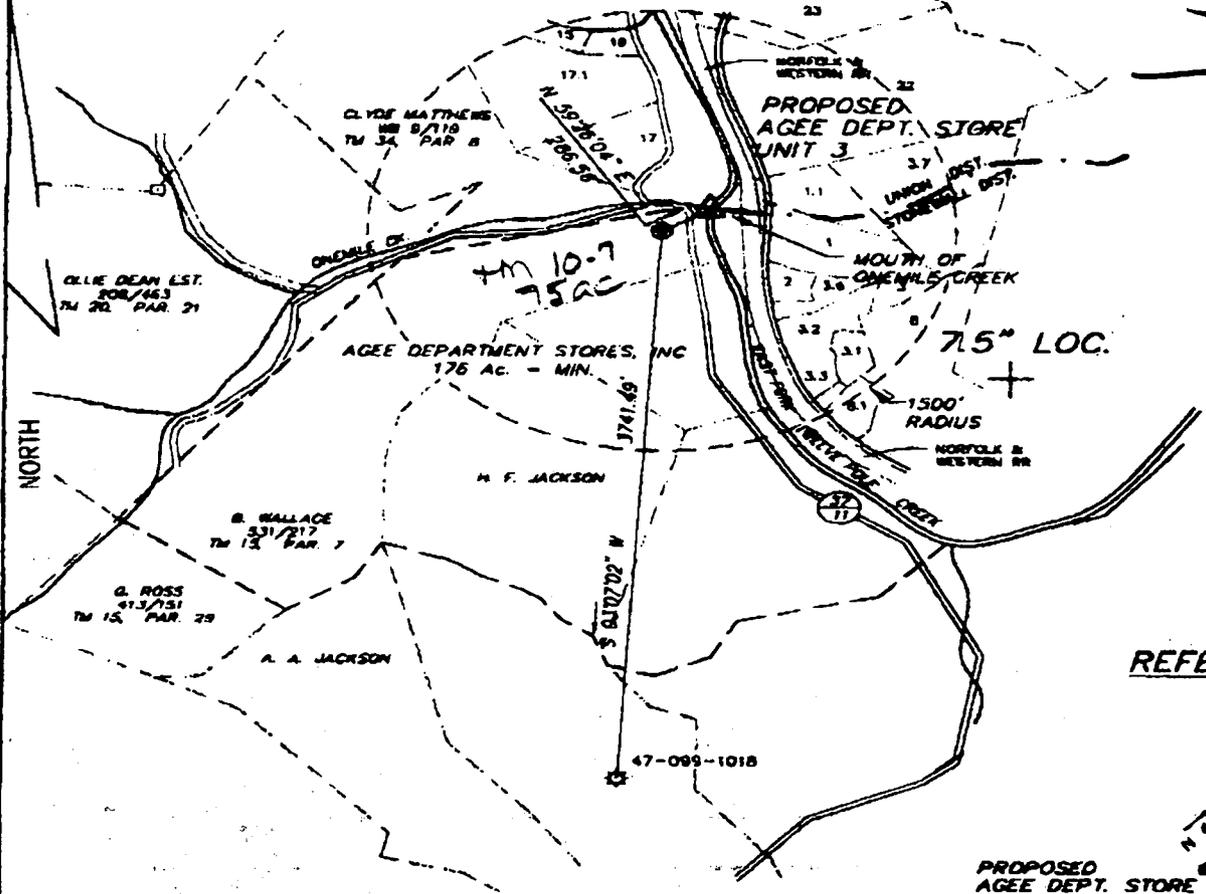
1. This is a drilling & unit title opinion on the oil and gas ownership only and does not include an examination of the records in the said County Clerk's Office for matters pertaining to the coal and other minerals (except oil and gas) and any matters pertaining to the coal and other minerals (except oil and gas) mentioned herein, if any, are furnished as matters of information only.
2. Liens, encumbrances, easements, delinquent taxes, outsales, leases, title defects and irregularities, etc., affecting the "surface only" (and not affecting the oil and gas ownership) are not reported in this title opinion (except that the names of the current owners of the "surface" are reported in SECTION II on page 4 hereof).
3. This drilling & unit title opinion assumes, without actual examination, that COGC has not sold, assigned, sublet or farmed out the drill site on the subject leasehold estate. It further assumes, without examination, that COGC's personal property taxes concerning the subject leasehold estate are properly assessed and current in payment.
4. Only title irregularities, defects, outsales, unreleased liens and other matters of record, adversely affecting the oil and gas ownership, that in the opinion of the undersigned examining attorney are considered to require curative action, are reported in this drilling & unit title opinion.

William A. Morton  
William A. Morton  
Attorney at Law

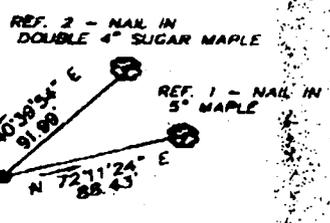
6,550

Agee #30  
Unit 1751

LONGITUDE 82° 25' 00"



REFERENCES N.T.S.



NO WELLS LOCATED WITHIN 3000' OF PROPOSED LOCATION  
 (+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS

FILE No 8723-473  
 DRAWING No. AGEE UNIT 3  
 SCALE 1" = 1000'  
 MINIMUM DEGREE OF ACCURACY 1:2500  
 PROVEN SOURCE OF ELEVATION SPOT ELEV. ON TOP OF KNOB EL. 1155

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) William J. Mini  
 R.P.E. \_\_\_\_\_ R.P.S. 646



PLACE SEAL HERE

STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION



DATE MAY 17 19 96  
 OPERATOR'S WELL No. AGEE UNIT 3  
 API WELL No. \_\_\_\_\_

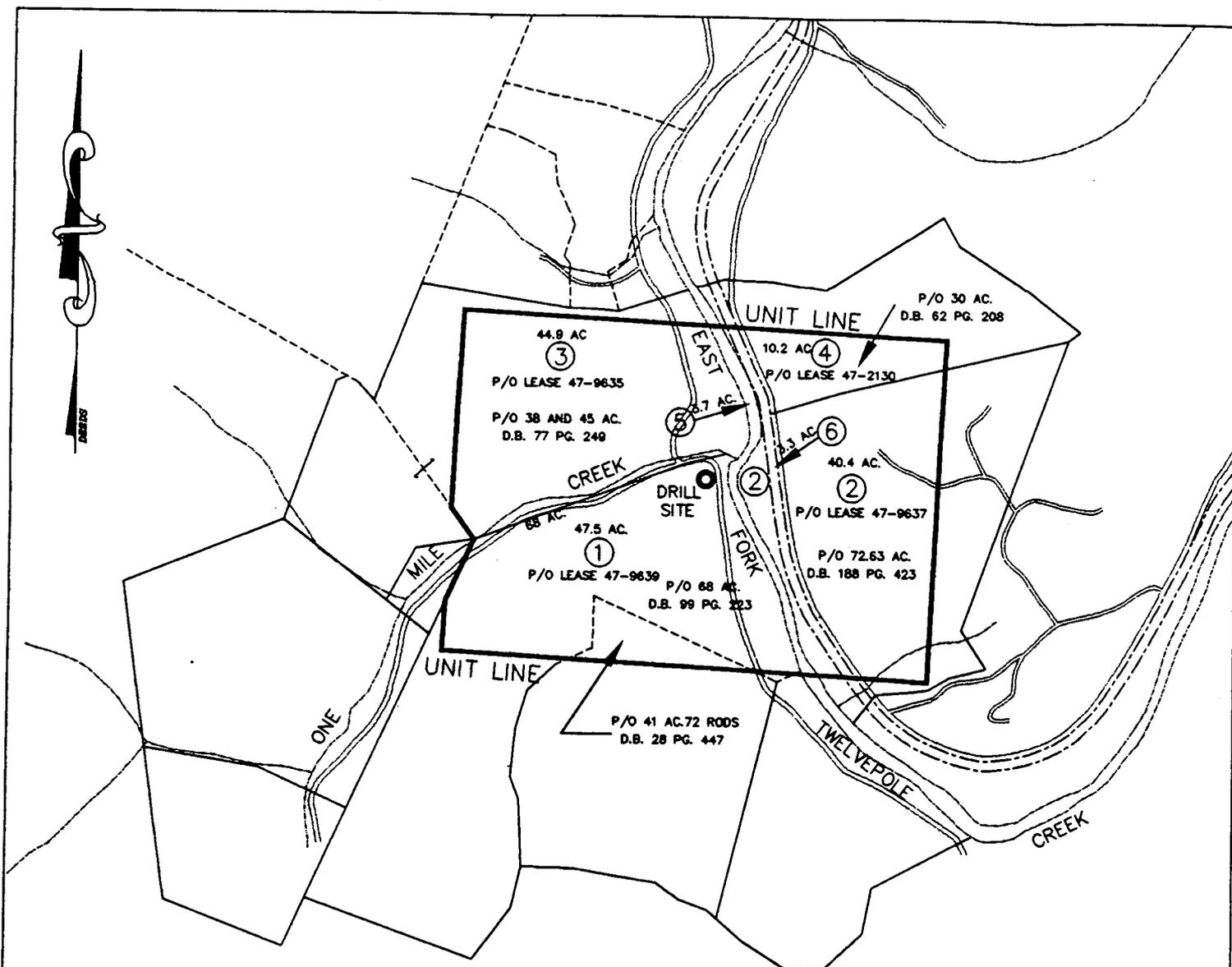
WELL TYPE: OIL \_\_\_ GAS X LIQUID INJECTION \_\_\_ WASTE DISPOSAL \_\_\_ STATE 47 COUNTY 099 PERMIT  
 (IF "GAS") PRODUCTION X STORAGE \_\_\_ DEEP \_\_\_ SHALLOW \_\_\_  
 LOCATION: ELEVATION 681.83 WATER SHED EAST FORK OF TWELVE POLE CREEK  
 DISTRICT STONEWALL COUNTY WAYNE  
 QUADRANGLE WAYNE, W. VA.

SURFACE OWNER B. WALLACE ACREAGE 75  
 OIL & GAS ROYALTY OWNER AGEE DEPARTMENT STORES, INC. LEASE ACREAGE \_\_\_\_\_  
 LEASE No. \_\_\_\_\_

PROPOSED WORK: DRILL X CONVERT \_\_\_ DRILL DEEPER \_\_\_ REDRILL \_\_\_ FRACTURE OR STIMULATE \_\_\_ PLUG OFF OLD FORMATION \_\_\_ PERFORATE NEW FORMATION \_\_\_ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_

PLUG AND ABANDON \_\_\_ CLEAN OUT AND REPLUG \_\_\_  
 TARGET FORMATION \_\_\_\_\_ ESTIMATED DEPTH \_\_\_\_\_  
 WELL OPERATOR CABOT OIL & GAS CORP. DESIGNATED AGENT DAVID McCLUSKEY  
 ADDRESS P.O. BOX 1473 ADDRESS P.O. BOX 1473  
CHARLESTON, W. VA. CHARLESTON, W. VA.

FORM N-6 (8-78)



**NOTE**

THE PROPERTY LINES SHOWN HEREON ARE PLOTTED FROM VARIOUS DEEDS OF RECORD. MANY OF THESE DEEDS ARE POORLY WRITTEN AND/OR CONTAIN ERRORS. THIS PLAT IS SUBJECT TO THESE DEEDS AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.

**OIL AND GAS TRACTS INCLUDED IN UNIT**

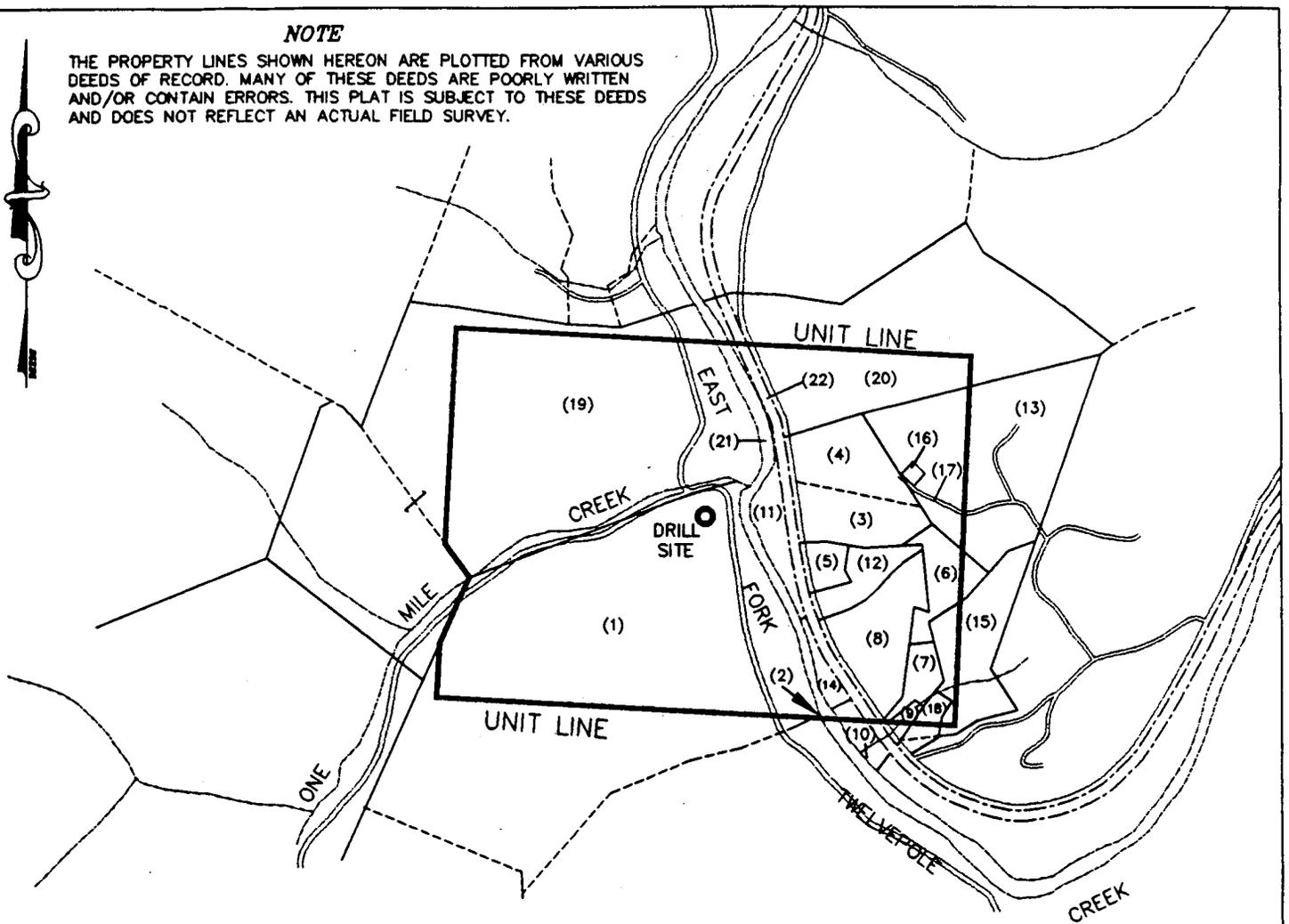
- ① 47.5 AC. OF LEASE NO. 47-9639 CONTAINING 176 AC. FROM AGEE, ET AL, L.B. 65 PG. 585, 587, 590 AND 593
- ② 40.4 AC. OF LEASE NO. 47-9637. CONTAINING 238 AC., OF WHICH PART OF A 72.63 AC. TRACT WITHIN THE 238 AC. LEASE IS UNITIZED, FROM AGEE, ET AL L.B. 65 AT PAGES 563, 566, 568 AND 571
- ③ 44.9 AC. OF LEASE NO. 47-9635 CONTAINING 172 AC. HELEN K. MATTHEWS, WIDOW ET AL. L.B. 65 AT PAGES 513, 516, 519, 522, 525, 528, 560 AND 765
- ④ 10.2 AC. OF LEASE NO. 47-2130 CONTAINING 30 AC. WALTER H. FERGUSON, ET UX, L.B. 65 PG. 511
- ⑤ 3.7 AC. OF THE PROPERTY OF THE STATE OF WEST VIRGINIA WITHIN THE EAST FORK OF TWELVEPOLE CREEK
- ⑥ 3.3 AC. OF THE NORFOLK & SOUTHERN CORPORATION, RAILROAD RIGHT OF WAY, 60' WIDE, D.B. 73 PG. 239

**EXHIBIT "A"**

TO ACCOMPANY UNIT TITLE OPINION NO. 96-999 FOR  
**CABOT OIL & GAS CORPORATION**  
 SHOWING THE OIL AND GAS INTERESTS WITHIN THE  
**AGEE NO. 3 DRILLING UNIT**  
**CONTAINING 150 ACRES**  
 LOCATED ON  
**ONE MILE CREEK & EAST FORK OF TWELVE POLE CREEK**  
**STONEWALL AND UNION DISTRICTS**                      **WAYNE COUNTY, WV.**  
 SCALE 1" = 1000'                      JULY, 1996

**NOTE**

THE PROPERTY LINES SHOWN HEREON ARE PLOTTED FROM VARIOUS DEEDS OF RECORD. MANY OF THESE DEEDS ARE POORLY WRITTEN AND/OR CONTAIN ERRORS. THIS PLAT IS SUBJECT TO THESE DEEDS AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.



**SURFACE TRACTS INCLUDED IN UNIT**

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-9639**

- (1) TM 10-7 BAZIL AND JO ANN WALLACE, HIS WIFE, 75 AC. D.B. 531 PG. 217
- (2) TM 10-9 HERBERT O. AND JUDY TOPPING, HIS WIFE 30 AC. D.B. 571 PG. 48

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-9737**

- (3) TM 10-1 NORMAN AND JETTIE RATLIFF, HIS WIFE, 5.55 AC. D.B. 543 PG. 430
- (4) TM 10-1.1 OPAL MARIE HATFIELD, 5.55 AC. D.B. 351 PG. 377
- (5) TM 10-2 DON AND EVELYN TONEY, HIS WIFE, 1.3 AC. D.B. 298 PG. 371
- (6) TM 10-3 KAREN BLANKENSHIP, 2.929 AC. D.B. 455 PG. 57
- (7) TM 10-3.1 LARRY NEWTON AND DOTTIE LOU BLANKENSHIP, HIS WIFE, 1.1 AC. D.B. 369 PG. 27
- (8) TM 10-3.2 SALLY B. AND SHERMAN L. MOORE, HER HUSBAND, 7.09 AC. D.B. 400 PG. 190
- (9) TM 10-3.3 JACQUELINE J. WAGGONER, 18,980 SQ. FT. (0.44 AC.) D.B. 328 PG. 102
- (10) TM 10-3.4 ELENOR B. FRY, 1.26 AC. D.B. 435 PG. 381
- (11) TM 10-3.5 DON R. AND EVELYN TONEY, HIS WIFE, 2.55 AC. D.B. 425 PG. 482
- (12) TM 10-3.6 DON R. AND EVELYN TONEY, HIS WIFE, 2.36 AC. D.B. 425 PG. 482
- (13) TM 10-3.7 ZELMA RUTH McCOY, 21.5435 AC. LESS R/W, W.B. 29 PG. 728, D.B. 469 PG. 149
- (14) TM 10-3.8 ELENORE B. FRY, 1.171 AC. D.B. 508 PG. 669
- (15) TM 10-3.9 ZELMA McCOY, 1.22 AC. D.B. 519 PG. 744
- (16) TM 10-3.10 TOWN OF WAYNE, 0.2365 AC. & 10' STRIP D.B. 519 PG. 735
- (17) TM 10-8 ZELMA McCOY, LIFE ESTATE, REMAINDER TO KESHA McCOY 17.15 AC. LESS LOT 200'X100', D.B. 486 PG. 660
- (18) TM 10-8.1 JACQUELINE WAGGONER, 1.18 AC. D.B. 380 PG. 124

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-9635**

- (19) TM 34-18 CLYDE J. MATTHEWS ET AL, 38 AC. & 45 AC. W.B. 9 PG. 119, D.B. 77 PG. 249

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-2130**

- (20) TM 34-22 WALTER H. AND SYLVIA FERGUSON, HIS WIFE, 30 AC. D.B. 477 PG. 344, TRACT 1

**SURFACE TRACTS NOT UNDER LEASE**

- (21) TM STATE OF WEST VIRGINIA, 12 POLE CREEK, 3.7 AC. IN UNIT, NO DEED
- (22) TM NORFOLK & SOUTHERN CORP. 3.3 AC. OF A 60' RAILROAD RIGHT OF WAY D.B 73 PG. 239

**EXHIBIT "B"**

TO ACCOMPANY UNIT TITLE OPINION NO. 96-999 FOR  
**CABOT OIL & GAS CORPORATION**

SHOWING THE SURFACE INTERESTS WITHIN THE

**AGEE NO. 3 DRILLING UNIT**

**CONTAINING 150 ACRES**

LOCATED ON

**ONE MILE CREEK & EAST FORK OF TWELVE POLE CREEK**  
**STONEWALL AND UNION DISTRICTS WAYNE COUNTY, WV.**

SCALE 1" = 1000'

JULY, 1996

DB 568 p 221

RECORDED  
PAGE/PAGE : 568- / 221-  
WAYNE COUNTY COMMISSION  
DATE/TIME RECORDED: 11/21/1994 09:10:32:00  
INST #: 33897  
DEED TYPE: DEED  
CLERK OF THE COUNTY COMMISSION  
TOTAL RECD/DUE: 12.50  
00

DEED

THIS DEED made the 20th day of October, 1994, by and between ERLE PETTUS, JR., CO-TRUSTEE OF TRUST ESTATE A UNDER THE LAST WILL AND TESTAMENT OF ELEANOR A. PETTUS, deceased, ERLE PETTUS, III, CO-TRUSTEE OF TRUST ESTATE A UNDER THE LAST WILL AND TESTAMENT OF ELEANOR A. PETTUS, deceased, ERLE PETTUS, JR., CO-EXECUTOR OF THE ESTATE OF ELEANOR A. PETTUS, deceased, and ERLE PETTUS, III, CO-EXECUTOR OF THE ESTATE OF ELEANOR A. PETTUS, deceased, parties of the first part, Grantors, and ERLE PETTUS, III, SUZANNE PETTUS CARTMELL, and JEFFREY HUMES PETTUS, parties of the second part, Grantees.

WHEREAS, Eleanor A. Pettus, hereinafter referred to as the "Decedent", was a resident of Jefferson County, Alabama and died testate on the eighteenth day of May, 1993; and

WHEREAS, the Last Will and Testament of the Decedent, hereinafter referred to as the "Will", was admitted to probate in the Probate Court of Jefferson County, Alabama on the twenty-fourth day of May, 1994 and is of record in Judicial Record, Volume 1229, at Page No. 625; and

WHEREAS, an authenticated copy of the Will is of record in the Office of the Clerk of the County Commission of Wayne County, West Virginia in Will Book 33, at Page No. 730; and

WHEREAS, Erle Pettus, Jr. and Erle Pettus, III are the duly qualified and acting Co-Executors of the Estate of the Decedent; and

WHEREAS, a certified copy of the executor's certificate for Erle Pettus, Jr. and Erle Pettus, III is attached to this Deed as Exhibit A; and

WHEREAS, Erle Pettus, Jr. is the surviving spouse of the Decedent; and

WHEREAS, Erle Pettus, III, Co-Executor of the Estate of Eleanor A. Pettus, pursuant to the terms of paragraph (c) of Article III of the Will, has allocated the property hereby conveyed to Trust Estate A under the Will; and

WHEREAS, Erle Pettus, Jr. and Erle Pettus, III are the duly qualified and acting Co-Trustees of Trust Estate A under the Will of Eleanor A. Pettus; and

WHEREAS, paragraph (c) of Article III of the Will devised the residue of the estate of the decedent to Erle Pettus, Jr., Co-Trustee of Trust Estate A under the Will of Eleanor A. Pettus and

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Return to: Terri L. Copley, Legal Assistant, P.O. Box 2688, Huntington, WV 25726

NOV 22 1994

Erle Pettus, III, Co-Trustee of Trust Estate A under the Will of Eleanor A. Pettus;

WHEREAS, Erle Pettus, Jr. filed a Disclaimer by Erle Pettus, Jr. of any interest he may otherwise have had in "Trust Estate A" Under the Will of Eleanor A. Pettus, hereinafter referred to as the "Disclaimer", with the Probate Court of Jefferson County, Alabama on the sixteenth day of December, 1993, an authenticated copy of which is attached to this Deed as Exhibit B.

WHEREAS, paragraph (e) of Article III of the Will provides that in the event Erle Pettus, Jr. disclaims his interest in Trust Estate A, the property of Trust Estate A is to be paid over and distributed free of trust to those persons entitled to take under the provisions of Trust Estate A as if the husband of the Decedent had died on the date of delivery of the Disclaimer.

WHEREAS, Erle Pettus, III, Suzanne Pettus Cartmell, and Jeffrey Humes Pettus have all attained the age of twenty-one (21) years, are the sole surviving issue of Erle Pettus, Jr., and are the sole beneficiaries of Trust Estate A.

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the Grantors do hereby GRANT and CONVEY unto each of the Grantees, as tenants in common, a one-third (1/3) undivided interest in the undivided one-fourth (1/4) interest of the Decedent in all of the mineral in and underlying those certain pieces or parcels of real estate situate in Stonewall and Union Districts in Wayne County, West Virginia, more particularly bounded and described as follows, to-wit:

1. The mineral underlying that certain tract, piece or parcel of real estate situate, lying and being on Eds Branch, in Stonewall District, Wayne County, West Virginia, and bounded and described as follows:

BEGINNING at a corner and to a white oak on the Watson line; thence leaving Watson line S. 16 W. 48 poles to a white oak; S. 22 E. 34 poles to a white oak and two black oaks corner to a survey made by John Osburn, and with the same S. 41 W. 40 poles to two hickories; S. 65 W. 104 poles to 2 pines; thence leaving the same N. 42 W. 38 poles to a sourwood and hickory corner to a survey made by James Ferguson and with the same N. 52 E. 40 poles to an ash, hickory and ironwood; N. 24 W. 60

to a beech and white oak on a hillside; thence leaving the same with a line between Edmund Osburn and Samuel Ferguson, deceased, to a corner to a black oak, thence leaving the same turning with a marked line in an easterly direction to a corner on a Maple at the forks of a small drain; thence to two corners on a small white oak on a point; thence turning with fence to the branch that E. Osburn now lives on a corner and a dogwood and hickory; thence up a branch to a corner on ash; thence to a corner on a dead white oak and the Watson line; and with the same to BEGINNING, containing 90 acres, be the same more or less.

2. The mineral underlying that certain tract, piece or parcel of real estate situate, lying and being in Stonewall District, Wayne County, West Virginia, bounded and described as follows:

BEGINNING at a large chestnut near the mouth of Two Mile Creek, corner to Wallace Baisden, thence S. 62° 30' W. 45 poles to a stake, S. 14° W. 16-1/2 poles to a stake, S. 52° W. 19-1/2 poles to a stake on top of a high knob corner to Wallace Baisden and John Skeans lines and with line of said Skeans, S. 16° 30' E. 28-1/2 poles to a hickory and small white oak; thence S. 58° 45' E. 46 poles to a stake corner to school house road at Branch; thence down the branch three poles to the Watson line and with the Watson line down to Two Mile Creek to the Bailey land, where the Watson land leaves the old Two Mile Road; thence down Two Mile with said road to the Burgess land known as the Two Mile Bottom; and with the line of same to the BEGINNING, containing 70-1/4 Acres, more or less.

3. The mineral underlying the following tracts or parcels of real estate to-wit:

(a) All that certain tract, piece or parcel of real estate situate on Two Mile Branch of Twelve Pole Creek, in Stonewall District, Wayne County, West Virginia, and described therein as follows:

BEGINNING at a chestnut on a hill side N. 64° W. 4 poles to a stake at the creek N. 17° W. 12-1/2 poles to a beech and rock, N. 77 W. 38

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PAGE 223

poles to a hickory, N. 6° W. 10 poles to a white oak, N. 51° 50' W. 63 poles to a white oak, N. 80° W. 29 poles to 2 hickories and white oak on a ridge corner to H.K. Marshall and with same N. 70° 15' E. 14-1/2 poles to a hickory and white oak, N. 26° 50' E. 39 poles to a chestnut oak corner to Marshall and leaving same and with Stuart Price's reverse line N. 37° 30' E. 24-1/2 poles to a hickory on a flat ridge N. 15° 30' E. 17 poles to 3 chestnuts on a high knob, S. 85° 15' E. 19-3/4 poles to 3 small white oaks on a point S. 73° E. 3-1/3 poles to a large chestnut oak on a stony point, S. 69° 30' E. 9-1/3 poles to a black oak S. 79° 30' E. 14-1/2 poles to a chestnut oak on a ridge, S. 71° 15' E. 5-1/2 poles to a chestnut oak, S. 50° E. 11-1/2 poles to a white oak S. 68° 45' E. 12 poles to a hickory and white oak on a knob, S. 33° 30' E. 12-1/4 poles to a black oak, S. 56 E. 13-1/3 poles to a stake on a ridge, S. 87° 15' E. 15 poles and four links to a stone on a high knob, thence leaving Price's line S. 16° 30' E. 28-1/2 to a hickory and small white oak, S. 50° 45' E. 46 poles to a stake at school house lot, thence running southeast course and crossing Two Mile Creek with Alexander Lett's line 64 poles to a stake N. 77° 45' W. 53 poles to a small white oak where a beech stood above an old road, S. 31 E. 11-1/2 poles to the BEGINNING, containing 111-3/8 acres, be the same more or less.

(b) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, in Wayne County, West Virginia, and described as follows:

BEGINNING at a large chestnut standing on the bank of Twelve Pole river near the mouth of Two Mile Creek, thence S. 62° 30' W. 45 poles to a stone S. 140 W. 16-1/2 poles to a stake, S. 52° W. 19-1/2 poles to a stone on top of a high knob N. 87° 15' W. 15 poles and four links to a stake on a ridge N. 33° 30' W. 12-1/2 poles to a hickory and white oak; N. 68° 45' W. 12 poles to a white oak on a ridge; N. 50° W. 11-1/2 poles to a chestnut oak on a ridge; N. 71° W. 5-1/2 poles to a chestnut oak on a ridge; N. 79° 30' W. 14-1/2 poles to a black oak on a point N. 69° 30' W. 9-1/3 poles to a large chestnut oak on a stony point; N.

73° W. 5-1/3 poles to 3 small white oaks on a point; N. 85° 15' W. 19-3/4 poles to three chestnuts on a high knob S. 15° 30' W. 17 poles to a hickory on a flat ridge; S. 37° 30' W. 24-1/2 poles to a stake on a ridge; N. 68° 30' W. 67-1/2 poles to a stake corner to H.K. Marshall's land; N. 25° E. 137-1/2 poles to a poplar stump where a poplar and lynn stood, corner to the Joseph Dean survey and with same N. 62° E. 84 poles to a beech and gum (gone); thence N. 70 E. 15 poles to an elm and mulberry near the mouth of One Mile Creek, thence up Twelve Pole River with its meanders 176-1/4 poles to the BEGINNING, containing 176-7/6 acres, be the same more or less.

(c) Those two certain tracts, pieces or parcels of real estate situate on Two Mile creek, Wayne County, West Virginia, described as follows:

First Tract, 35 acres: BEGINNING at a white oak stump corner to the lands formerly owned by T. J. Stephens, L.S. Ferguson and Edmund Osburn near the old road running with same an eastern course to the corner of a hill field fence where there is a spring; thence with said fence a southern course to a corner of said field; thence a southern course a straight line running square with the west side of the hill to the Watson line; thence west with said line to a corner of the Edmund Osburn lands formerly owned by G. W. Davis, thence with an open line to the BEGINNING.

Second Tract, 8 acres: BEGINNING at a stake near the ford in Two Mile Creek opposite Joda Lette's house, thence up Two Mile with south side of road to the Bailey or Watson line thence east with same to what is known as Kendrick land and with the same to what is known as C.M. Watts or Walker lands and with the same to the BEGINNING.

(d) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, Wayne County, West Virginia, described as follows:

BEGINNING at a chestnut standing on the bank of the left Fork of Twelve Pole at the mouth of a small drain and corner to Joseph Dean's

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land; thence up the drain N. 64 E. 31 poles to a beech in the forks of the drain N. 72 E. 68.7 poles to a maple; S. 17° 30' W. 127 poles to an elm bush; thence S. 36° 45' E. 15.4 poles to a post in a ridge; thence S. 80 W. 13.6 poles to a hickory; S. 62° 30' W. 10.4 poles to a hickory in old grave yard; S. 78 W. 23.9 poles to a head wall to a culvert; S. 41° 30' W. 13.5 poles to a willow near mouth of drain corner at mouth of Hutchinson's Branch on the bank of the left fork of Twelve Pole; thence with the meanders of Twelve Pole to the place of BEGINNING, containing 72.63 acres, more or less.

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(e) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, in Wayne County, West Virginia, described as follows:

BEGINNING at a willow at the mouth of Hutchinson's Branch N. 11° 30' E. 13-5/10 rods to the head wall of culvert, N. 78 E. 23-9/10 rods to hickory in old grave yard; thence N. 62° 30' E. 10-4/5 rods to a hickory; thence N. 80 E. 13-1/6 rods to a post on ridge; N. 36° 45' W. 15-4/10 rods to an elm bush, N. 17 30 E. 127 rods to a maple on the Dean line; N. 72 E. 23-3/10 rods to a fallen pine and with the Dean line to 3 chestnut oak sprouts on ridge corner to Frankie Jackson land; thence down the hill S. 31°-30' W. 77-1/2 poles to Water Birch and Willow stub on bank of 12 Pole, thence down 12 Pole with its meanders to the BEGINNING.

(f) Such interest as was owned by F.L. Agee in a certain tract of land situate on Twelve Pole Creek, in said Wayne County, West Virginia, said to contain fifty (50) acres, more or less, the surface of which was conveyed by G. D. Jackson and wife to P.S. and/or Frankie Jackson by deed not recorded in the clerk's office of the county court of said Wayne County, West Virginia, wherefore an exact description of said tract cannot be set out in this conveyance.

And being the same mineral interests conveyed to the Decedent by William F. Agee, Trustee, by Deed dated the 20th day of December, 1991, and recorded in the Office of

the Clerk of the County Commission of Wayne County, West Virginia, in Deed Book 546, at Page No. 655 and further being the same mineral interests devised to the Grantors herein pursuant to the Last Will and Testament of Eleanor A. Pettus which is of record in the Probate Court of Jefferson County, Alabama in Judicial Record, Volume 1229, at Page No. 625 and which is of record in the Office of the Clerk of the County Commission of Wayne County, West Virginia in Will Book 33, at Page No. 730.

The Grantors hereby covenant that they will **WARRANT SPECIALLY** the title to the property hereby conveyed.

The Grantors do hereby declare that this conveyance is not subject to the excise tax imposed by the State of West Virginia upon the privilege of conveying real estate because it is a transfer from a testamentary trust to the beneficiaries of a testamentary trust.

WITNESS the following signatures.



Erle Pettus, Jr., Co-Trustee  
of Trust Estate A Under the  
Last Will and Testament of  
Eleanor A. Pettus, deceased



Erle Pettus, III, Co-Trustee  
of Trust Estate A Under the  
Last Will and Testament of  
Eleanor A. Pettus, deceased



Erle Pettus, Jr., Co-Executor  
of the Estate of Eleanor A.  
Pettus, deceased



Erle Pettus, III, Co-Executor  
of the Estate of Eleanor  
A. Pettus, deceased

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This instrument was prepared,  
without examination of title, by:

BOOK 58

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JENKINS, FENSTERMAKER, KRIEGER,  
KAYES & FARRELL  
Suite 1100, Coal Exchange Building  
401 Eleventh Street  
Post Office Box 2688  
Huntington, West Virginia 25726  
(304) 523-2100

STATE OF Alabama,  
COUNTY OF Jefferson, TO-WIT:

I, Bonnie B. Shelton, a Notary Public in and for the County and State aforesaid, do hereby certify that <sup>Earl</sup> ~~Earl~~ Pettus, Jr., Co-Trustee of Trust Estate A Under the Will of Eleanor A. Pettus, deceased, whose name is signed to the foregoing writing hereto annexed bearing date the 20th day of October, 1994, has this day acknowledged the same before me.

Given under my hand this 20th day of October, 1994.

96. My commission expires the 18th day of June.

Bonnie B. Shelton  
Notary Public

[AFFIX NOTARIAL SEAL OR STAMP]

STATE OF Alabama,  
COUNTY OF Jefferson, TO-WIT:

I, Bonnie B. Shelton, a Notary Public in and for the County and State aforesaid, do hereby certify that <sup>Earl</sup> ~~Earl~~ Pettus, Jr., Co-Trustee of ~~Trust Estate A Under the Will~~ of Eleanor A. Pettus, deceased, whose name is signed to the foregoing writing hereto annexed bearing date the 20th day of October, 1994, has this day acknowledged the same before me.

Given under my hand this 20th day of October, 1994.

96. My commission expires the 18th day of June.

Bonnie B. Shelton  
Notary Public

[AFFIX NOTARIAL SEAL OR STAMP]

BOOK 568  
PAGE 229

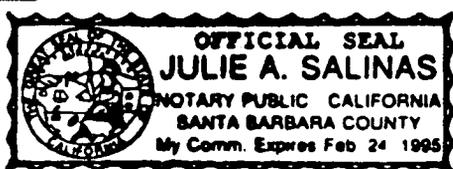
STATE OF California,  
COUNTY OF Santa Barbara, TO-WIT:

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I, Julie A. Salinas, a Notary Public in and for the County and State aforesaid, do hereby certify that ~~Earl~~<sup>Earle</sup> Pettus, ~~II~~<sup>III</sup>, Co-Executor of the Estate <sup>of Eleanor A. Pettus, deceased,</sup> whose name is signed to the foregoing writing hereto annexed bearing date the 20th day of October, 1994, has this day acknowledged the same before me.

Given under my hand this 26th day of October, 1994.

My commission expires the 24th day of October, 1995.



Julie A. Salinas  
Notary Public

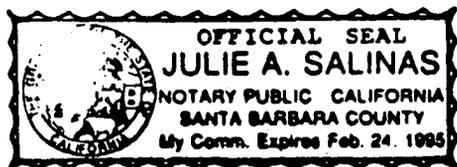
[AFFIX NOTARIAL SEAL OR STAMP]

STATE OF California,  
COUNTY OF Santa Barbara, TO-WIT:

I, Julie A. Salinas, a Notary Public in and for the County and State aforesaid, do hereby certify that ~~Earl~~<sup>Earle</sup> Pettus, ~~III~~<sup>III</sup>, Co-Executor of the Estate of Eleanor A. Pettus, deceased, whose name is signed to the foregoing writing hereto annexed bearing date the 20th day of October, 1994, has this day acknowledged the same before me.

Given under my hand this 26th day of October, 1994.

My commission expires the 24th day of February, 1995.



Julie A. Salinas  
Notary Public

[AFFIX NOTARIAL SEAL OR STAMP]

EXHIBIT A  
TO  
DEED  
BY AND BETWEEN  
ERLE PETTUS, JR., CO-TRUSTEE OF TRUST A  
UNDER THE LAST WILL AND TESTAMENT OF  
ELEANOR A. PETTUS, DECEASED, ERLE PETTUS, JR.,  
CO-EXECUTOR OF THE ESTATE OF ELEANOR A. PETTUS, DECEASED,  
AND ERLE PETTUS, III, CO-EXECUTOR OF THE ESTATE OF  
ELEANOR A. PETTUS, DECEASED,  
PARTIES OF THE FIRST PART, GRANTORS.

AND

ERLE PETTUS, III, SUZANNE PETTUS CARTMELL,  
AND JEFFREY HUMES PETTUS,  
PARTIES OF THE SECOND PART, GRANTEEES.

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LETTERS TESTAMENTARY

PROBATE - 60

IN THE MATTER OF THE ESTATE OF

IN THE PROBATE COURT OF  
JEFFERSON COUNTY,  
ALABAMA

ELEANOR A. PETTUS

Deceased

CASE NO. 144241

LETTERS TESTAMENTARY

BE IT REMEMBERED AND MADE KNOWN TO ALL WHOM IT MAY CONCERN:

That the will of the above-named deceased having been duly admitted to record in said County, Letters Testamentary are hereby granted to Erle Pettus, Jr. and Erle Pettus, III

Execut ORS named in said will, who ha ve complied with the requisitions of law and who are authorized to take upon themselves the execution of such will.

Witness my hand this date, May 24, 1993

(SEAL)

GEORGE R. REYNOLDS  
Judge of Probate

I, Peggy A. Proctor, Chief Clerk of the Court of Probate of Jefferson County, Alabama, hereby certify that the foregoing is a true, correct and full copy of the Letters Testamentary issued in the above-styled cause as appears of record in said Court. I further certify that said Letters are still in full force and effect.

Witness my hand and seal of said Court this date, October 26 1994

Peggy A. Proctor  
Chief Clerk

EXHIBIT B  
TO  
DEED  
BY AND BETWEEN  
ERLE PETTUS, JR., CO-TRUSTEE OF TRUST A  
UNDER THE LAST WILL AND TESTAMENT OF  
ELEANOR A. PETTUS, DECEASED, ERLE PETTUS, JR.,  
CO-EXECUTOR OF THE ESTATE OF ELEANOR A. PETTUS, DECEASED,  
AND ERLE PETTUS, III, CO-EXECUTOR OF THE ESTATE OF  
ELEANOR A. PETTUS, DECEASED,  
PARTIES OF THE FIRST PART, GRANTORS,

AND

ERLE PETTUS, III, SUZANNE PETTUS CARTMELL,  
AND JEFFREY HUMES PETTUS,  
PARTIES OF THE SECOND PART, GRANTEEES.

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IN THE MATTER OF THE	)	IN THE PROBATE COURT OF
ESTATE OF ELEANOR A.	)	JEFFERSON COUNTY, ALABAMA
PETTUS, DECEASED.	)	CASE NO. 144241

DISCLAIMER BY ERLE PETTUS, JR. OF  
ANY INTEREST HE MAY OTHERWISE HAVE  
HAD IN "TRUST ESTATE A" UNDER  
THE WILL OF ELEANOR A. PETTUS

WHEREAS, Eleanor A. Pettus (hereinafter "the Decedent"), a resident of Jefferson County, Alabama, died on May 18, 1993;

WHEREAS, the Decedent was survived by her husband, Erle Pettus, Jr., and by three children, Erle Pettus III, Suzanne P. Cartmell, and Jeffrey H. Pettus;

WHEREAS, the Decedent left a last will and testament dated September 11, 1984, which will was duly admitted to probate in the Probate Court of Jefferson County, Alabama on May 24, 1993;

WHEREAS, Article III, paragraph (e) of the will of the Decedent provides that the balance of the property remaining in the Decedent's residuary estate after establishment of a so-called "Marital Share" and the payment of certain taxes, debts, and expenses, is to be held as the family trust designated as "Trust Estate A";

WHEREAS, under Article III, paragraph (d) of the will, the Decedent's husband, Erle Pettus, Jr., is given a lifetime interest in the income and principal of Trust Estate A;

WHEREAS, Article III, paragraph (e) of the will provides that the Decedent's husband "may disclaim ..., in whole

2.

or in part, any interest in property constituting ... Trust Estate A" and that "the whole or the part of the property so disclaimed shall be paid over and distributed, free of trust, to those persons entitled to take under the provisions of Trust Estate A as if [the Decedent's] husband had died on the date of delivery of such disclaimer ....";

WHEREAS, the Decedent's husband has not accepted any interest in or benefit from said Trust Estate A or from any property constituting said Trust Estate A;

WHEREAS, the Decedent's husband is desirous of renouncing and disclaiming any interest he may otherwise have had in Trust Estate A, including the principal and income thereof, and including any property constituting said Trust Estate A, all in accordance with Article III, paragraph (e) of the Decedent's will.

NOW, THEREFORE, in consideration of the foregoing, the undersigned, Erle Pettus, Jr., does hereby forever renounce and disclaim any interest he might otherwise have had in Trust Estate A under the Decedent's will, including the principal and income thereof, and including any property constituting said Trust Estate A, all in accordance with Article III, paragraph (e) of the Decedent's will.

The disclaimer herein made is intended to constitute a "qualified disclaimer" as defined in § 2518(b) of the Internal Revenue Code, as amended.

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IN WITNESS WHEREOF, I have executed this instrument on this the 13<sup>th</sup> day of December, 1993.

WITNESSES:

Kitty Lewis

Erle Pettus, Jr.  
ERLE PETTUS, JR.

Barbara L. Tanne

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Jeanine Hedson, a Notary Public in and for said state and county, hereby certify that Erle Pettus, Jr., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me, on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 13<sup>th</sup> day of December, 1993.

Jeanine Hedson  
Notary Public

Accepted and received the above Disclaimer this 13<sup>th</sup> day of December, 1993.

Erle Pettus, Jr.  
Erle Pettus, Jr., as an Executor of the Estate of Eleanor A. Petus, Deceased

Accepted and received the above Disclaimer this 15<sup>th</sup> day of December, 1993.

Erle Pettus, III  
Erle Pettus, III, as an Executor of the Estate of Eleanor A. Petus, Deceased

**The State of Alabama**  
JEFFERSON COUNTY

**PROBATE COURT**

I, Peggy A. Proctor, Chief Clerk of the Court of Probate, in and for said County in said State hereby certify that the foregoing contains a full, true and correct copy of the \_\_\_\_\_  
Disclaimer By Erle Pettus, Jr.

in the matter of Estate of Eleanor A. Pettus, deceased

as the same appears on file and of record, in this office.

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Given under my hand and seal of said Court, this  
the 28 day of October, 19 94

*Peggy A. Proctor*

Chief Clerk

**WEST VIRGINIA, WAYNE COUNTY CLERK'S OFFICE**

This instrument was this day presented in my office, and thereupon together with the certificate thereto annexed, is admitted to record.

NOV 2 1 1994

*Robert E. Pasley*

Clerk

By

*Shirley A. Oslun*

Deputy

✓

DB 546-655

THIS DEED made the 20th day of December, 1991, by and between WILLIAM F. AGEE, TRUSTEE of that Certain Liquidating Trust Agreement by and Between Eleanor A. Pettus, Kathryn A. Atkins, Robert W. Agee and William F. Agee, Dated the 13th Day of December, 1988, party of the first part, Grantor, and ELEANOR A. PETTUS, (THE FIRST HUNTINGTON NATIONAL BANK, TRUSTEE, under Agreement executed by Kathryn A. Atkins,) ROBERT W. AGEE and WILLIAM F. AGEE, parties of the second part, Grantees.

DEC 23 1991

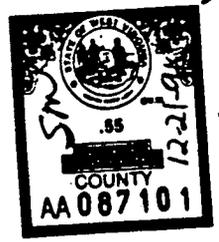
RELISE M. WASHINGTON, WV 25726  
P.O. BOX 000  
HUNTINGTON, WV

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the said party of the first part does hereby GRANT and CONVEY unto each of the said parties of the second part, as tenants in common, a one-fourth undivided interest in all of the mineral in and underlying those certain pieces or parcels of real estate situate in Stonewall and Union Districts in Wayne County, West Virginia, more particularly bounded and described as follows, to-wit:

1. The mineral underlying that certain tract, piece or parcel of real estate situate, lying and being on Eds Branch, in Stonewall District, Wayne County, West Virginia, and bounded and described as follows:

BEGINNING at a corner and to a white oak on the Watson line; thence leaving Watson line S. 16 W. 48 poles to a white oak; S. 22 E. 34 poles to a white oak and two black oaks corner to a survey made by John Osburn, and with the same S. 41 W. 40 poles to two hickories; S. 65 W. 104 poles to 2 pines; thence leaving the same N. 42 W. 38 poles to a sourwood and hickory corner to a survey made by James Ferguson and with the same N. 52 E. 40 poles



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RECORDED  
BOOK/PAGE : 546 / 655-  
WAYNE COUNTY COMMISSION  
DATE/TIME RECORDED: 12/21/1991 11:00:55:00  
INST # : 7182 TYPE: DEED  
CLERK OF THE COUNTY COMMISSION  
TERRY REAS-DAVE  
405-52  
355-100

to an ash, hickory and ironwood; N. 24 W. 60 to a beech and white oak on a hillside; thence leaving the same with a line between Edmund Osburn and Samuel Ferguson, deceased, to a corner to a black oak, thence leaving the same turning with a marked line in an easterly direction to a corner on a Maple at the forks of a small drain; thence to two corners on a small white oak on a point; thence turning with fence to the branch that E. Osburn now lives on a corner and a dogwood and hickory; thence up a branch to a corner on ash; thence to a corner on a dead white oak and the Watson line; and with the same to BEGINNING, containing 90 acres, be the same more or less.

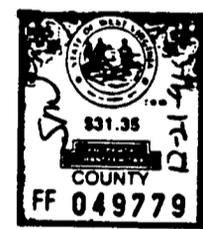
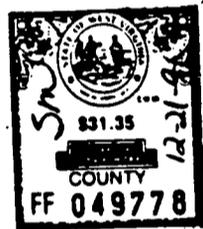
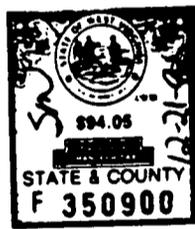
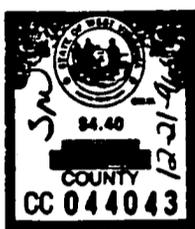
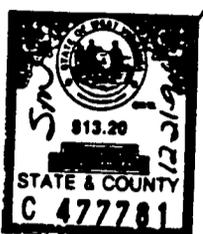
2. The mineral underlying that certain tract, piece or parcel of real estate situate, lying and being in Stonewall District, Wayne County, West Virginia, bounded and described as follows:

BEGINNING at a large chestnut near the mouth of Two Mile Creek, corner to Wallace Baisden, thence S. 62° 30' W. 45 poles to a stake, S. 14° W. 16-1/2 poles to a stake, S. 52° W. 19-1/2 poles to a stake on top of a high knob corner to Wallace Baisden and John Skeans lines and with line of said Skeans, S. 16° 30' E. 28-1/2 poles to a hickory and small white oak; thence S. 58° 45' E. 46 poles to a stake corner to school house road at Branch; thence down the branch three poles to the Watson line and with the Watson line down to Two Mile Creek to the Bailey land, where the Watson land leaves the old Two Mile Road; thence down Two Mile with said road to the Burgess land known as the Two Mile Bottom; and with the line of same to the BEGINNING, containing 70-1/4 Acres, more or less.

3. The mineral underlying the following tracts or parcels of real estate to-wit:

(a) All that certain tract, piece or parcel of real estate situate on Two Mile Branch of Twelve Pole Creek, in Stonewall District, Wayne County, West Virginia, and described therein as follows:

BEGINNING at a chestnut on a hill side N. 64° W. 4 poles to a stake at the creek N. 17° W.



12-1/2 poles to a beech and rock, N. 77 W. 38 poles to a hickory, N. 6° W. 10 poles to a white oak, N. 51° 50' W. 63 poles to a white oak, N. 80° W. 29 poles to 2 hickories and white oak on a ridge corner to H.K. Marshall and with same N. 70° 15' E. 14-1/2 poles to a hickory and white oak, N. 26° 50' E. 39 poles to a chestnut oak corner to Marshall and leaving same and with Stuart Price's reverse line N. 37° 30' E. 24-1/2 poles to a hickory on a flat ridge N. 15° 30' E. 17 poles to 3 chestnuts on a high knob, S. 85° 15' E. 19-3/4 poles to 3 small white oaks on a point S. 73° E. 3-1/3 poles to a large chestnut oak on a stony point, S. 69° 30' E. 9-1/3 poles to a black oak S. 79° 30' E. 14-1/2 poles to a chestnut oak on a ridge, S. 71° 15' E. 5-1/2 poles to a chestnut oak, S. 50° E. 11-1/2 poles to a white oak S. 68° 45' E. 12 poles to a hickory and white oak on a knob, S. 33° 30' E. 12-1/4 poles to a black oak, S. 56 E. 13-1/3 poles to a stake on a ridge, S. 87° 15' E. 15 poles and four links to a stone on a high knob, thence leaving Price's line S. 16° 30' E. 28-1/2 to a hickory and small white oak, S. 50° 45' E. 46 poles to a stake at school house lot, thence running southeast course and crossing Two Mile Creek with Alexander Lett's line 64 poles to a stake N. 77° 45' W. 53 poles to a small white oak where a beech stood above an old road, S. 31 <sup>EW</sup> 11-1/2 poles to the BEGINNING, containing 111-3/8 acres, be the same more or less.

(b) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, in Wayne County, West Virginia, and described as follows:

BEGINNING at a large chestnut standing on the bank of Twelve Pole river near the mouth of Two Mile Creek, thence S. 62° 30' W. 45 poles to a stone S. 140 W. 16-1/2 poles to a stake, S. 52° W. 19-1/2 poles to a stone on top of a high knob N. 87° 15' W. 15 poles and four links to a stake on a ridge, N. 33° 30' W. 12-1/2 poles to a hickory and white oak; N. 68° 45' W. 12 poles to a white oak on a ridge; N. 50° W. 11-1/2 poles to a chestnut oak on a ridge; N. 71° W. 5-1/2 poles to a chestnut oak on a ridge; N. 79° 30' W. 14-1/2 poles to a black oak on a point N. 69° 30' W. 9-1/3 poles

N 56° W  
13 1/3 P to  
AO on  
a ridge

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to a large chestnut oak on a stony point; N. 73° W. 5-1/3 poles to 3 small white oaks on a point; N. 85° 15' W. 19-3/4 poles to three chestnuts on a high knob S. 15° 30' W. 17 poles to a hickory on a flat ridge; S. 37° 30' W. 24-1/2 poles to a stake on a ridge; N. 68° 30' W. 67-1/2 poles to a stake corner to H.K. Marshall's land; N. 25° E. 137-1/2 poles to a poplar stump where a poplar and lynn stood, corner to the Joseph Dean survey and with same N. 62° E. 84 poles to a beech and gum (gone); thence N. 70° E. 15 poles to an elm and mulberry near the mouth of One Mile Creek, thence up Twelve Pole River with its meanders 176-1/4 poles to the BEGINNING, containing 176-7/6 acres, be the same more or less.

(c) Those two certain tracts, pieces or parcels of real estate situate on Two Mile creek, Wayne County, West Virginia, described as follows:

First Tract, 35 acres: BEGINNING at a white oak stump corner to the lands formerly owned by T. J. Stephens, L.S. Ferguson and Edmund Osburn near the old road running with same an eastern course to the corner of a hill field fence where there is a spring; thence with said fence a southern course to a corner of said field; thence a southern course a straight line running square with the west side of the hill to the Watson line; thence west with said line to a corner of the Edmund Osburn lands formerly owned by G. W. Davis, thence with an open line to the BEGINNING.

Second Tract, 8 acres: BEGINNING at a stake near the ford in Two Mile Creek opposite Joda Lette's house, thence up Two Mile with south side of road to the Bailey or Watson line thence east with same to what is known as Kendrick land and with the same to what is known as C.M. Watts or Walker lands and with the same to the BEGINNING.

(d) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, Wayne County, West Virginia, described as follows:

BEGINNING at a chestnut standing on the bank of the left Fork of Twelve Pole at the mouth

of a small drain and corner to Joseph Dean's land; thence up the drain N. 64 E. 31 poles to a beech in the forks of the drain N. 72 E. 68.7 poles to a maple; S. 17° 30' W. 127 poles to an elm bush; thence S. 36° 45' E. 15.4 poles to a post in a ridge; thence S. 80 W. 13.6 poles to a hickory; S. 62° 30' W. 10.4 poles to a hickory in old grave yard; S. 78 W. 23.9 poles to a head wall to a culvert; S. 41° 30' W. 13.5 poles to a willow near mouth of drain corner at mouth of Hutchinson's Branch on the bank of the left fork of Twelve Pole; thence with the meanders of Twelve Pole to the place of BEGINNING, containing 72.63 acres, more or less.

(e) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, in Wayne County, West Virginia, described as follows:

BEGINNING at a willow at the mouth of Hutchinson's Branch N. 11° 30' E. 13-5/10 rods to the head wall of culvert, N. 78 E. 23-9/10 rods to hickory in old grave yard; thence N. 62° 30' E. 10-4/5 rods to a hickory; thence N. 80 E. 13-1/6 rods to a post on ridge; N. 36° 45' W. 15-4/10 rods to an elm bush, N. 17 30 E. 127 rods to a maple on the Dean line; N. 72 E. 23-3/10 rods to a fallen pine and with the Dean line to 3 chestnut oak sprouts on ridge corner to Frankie Jackson land; thence down the hill S. 31° 30' W. 77-1/2 poles to Water Birch and Willow stub on bank of 12 Pole, thence down 12 Pole with its meanders to the BEGINNING.

(f) Such interest as was owned by F.L. Agee in a certain tract of land situate on Twelve Pole Creek, in said Wayne County, West Virginia, said to contain fifty (50) acres, more or less, the surface of which was conveyed by G. D. Jackson and wife to P.S. and/or Frankie Jackson by deed not recorded in the clerk's office of the county court of said Wayne County, West Virginia, wherefore an exact description of said tract cannot be set out in this conveyance.

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And being the same mineral interests conveyed to the party of the first part by Agee Department Stores, a corporation, by Deed

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dated the 22nd day of December, 1988 and of record in the Office of the Clerk of the County Commission of Wayne County, West Virginia in Deed Book 523, at Page 602.

The party of the first part does hereby covenant that he will WARRANT SPECIALLY the title to the property hereby conveyed.

The party of the first part hereby declares that the true and actual value of the interests transferred hereby is, to the best knowledge and belief of the party of the first part, the sum of NINETY THOUSAND DOLLARS (\$90,000.00).

WITNESS the following signature.

*William F. Agee*

William F. Agee, Trustee of  
Liquidating Trust Agreement  
by and between Eleanor A.  
Pettus, Kathryn A. Atkins,  
Robert W. Agee and William  
F. Agee, Dated the 13th day  
of December, 1988

This instrument was prepared,  
without examination of title, by:

Jenkins, Fenstermaker, Krieger,  
Kaye & Farrell  
Suite 1100, Coal Exchange Building  
Fourth Avenue and Eleventh Street  
Post Office Box 2688  
Huntington, West Virginia 25726

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LAST WILL AND TESTAMENT

OF

144241

ELEANOR A. PETTUS

STATE OF ALABAMA)

BOOK 33

JEFFERSON COUNTY)

PAGE 730

I, Eleanor A. Pettus, a resident of Jefferson County, Alabama, being of sound mind and disposing memory, do hereby make and publish this my last will and testament, hereby revoking any former will and codicil thereto heretofore made by me.

ARTICLE I: I direct that all of my just debts, including my funeral expenses and expenses of my last illness, be paid by my executors, hereinafter named, as soon after my death as practical.

ARTICLE II: (a) In a letter to my children dated August 29, 1984, I have disposed of certain personal property and that letter is incorporated herein by reference.

(b) I give and bequeath all of my books, pictures, household furniture and furnishings and automobiles to my husband, Erle Pettus, Jr., if he shall survive me, or if he shall not survive me, to my issue surviving me in equal shares per stirpes and not per capita.

ARTICLE III: (a) If my husband, Erle Pettus, Jr., shall survive me, then I give, devise and bequeath to my husband, Erle Pettus, Jr., property constituting the Marital Share as herein defined. The Marital Share shall be an amount equal to the maximum marital deduction allowable in determining the Federal Estate Tax payable by reason of my death (without application of §2602(c)(5)(A) of the Internal Revenue Code relating to "generation skipping" transfers as amended from time to time) minus the value for federal estate tax purposes of all other property or interests in property that pass or have passed to my husband, Erle Pettus, Jr., under other provisions of this will or by operation of law or otherwise apart from this will which are includible as part of my gross estate for federal estate tax purposes and which

Return to:  
Linn Copple  
P.O. 2688  
Huntsville 25726

RECORDED  
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MAYHE COUNTY COMMISSION  
DATE/TIME RECORDED: 03/10/1994 08:15:59:00  
INST #: 26764 TYPE: WILL P  
CLERK OF THE COUNTY COMMISSION

Filed in Court Case No. 2444  
day of May 1993  
For Probate and Administration of the Estate of  
George R. Reynolds  
Judge of Probate

qualify for the estate tax marital deduction, and minus the amount, if any, required to increase my taxable estate to the largest amount that will, after taking into account the Unified Credit and all other allowable credits, result in no federal estate tax being imposed. In making the computations necessary to determine the amount of the Marital Share, the value of property as finally determined for federal estate tax purposes shall control.

(b) My husband, Erle Pettus, Jr., may disclaim by an irrevocable and unqualified refusal to accept, in whole or in part, any interest in property constituting the Marital Share as provided in Article III(a) as he may specify in an instrument in writing executed and delivered to one of the executors under this last will and testament not later than the date which is nine (9) months after the date of my death; and the whole or the part of the property so disclaimed shall become a part of the Trust Estate A established under Article III(d) of this last will and testament to be held by the trustees thereof subject to all of the terms, provision, power and authority applicable to Trust Estate A. The personal representative of my husband may execute such disclaimer if my husband dies prior to nine (9) months after the date of my death without having executed and delivered such disclaimer. It is my intention that any disclaimer so filed shall constitute a "qualified disclaimer" within the meaning of § 2518, Internal Revenue Code, as amended. If my husband should disclaim any interest in such property, my executors are hereby directed to pay any additional taxes payable by my estate attributable to such disclaimed property from such disclaimed property.

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(c) My executor, other than my husband, shall have full power and the sole discretion to satisfy this devise and bequest of the Marital Share to my husband wholly or partly in cash or in kind and to select the property which will be transferred and conveyed in satisfaction of the Marital Share; provided, however, that all property so transferred or conveyed in satisfaction of

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the Marital Share shall be valued at the value thereof as finally determined for federal estate tax purposes; and provided further that such executor, in order to implement this devise and bequest, shall transfer or convey in satisfaction of the Marital Share, property, including cash, having an aggregate fair market value at the date or dates of distribution amounting to no less than the amount of this devise and bequest as finally determined for federal estate tax purposes; and provided further that there shall not be transferred or conveyed in satisfaction of the Marital Share, any property or the proceeds of any property which will not qualify for the marital deduction. This devise and bequest shall abate to the extent that it cannot be satisfied in an amount hereinabove provided. The exercise of the foregoing power and discretion by such executor shall not be subject to question by or on behalf of any beneficiary. I give, devise and bequeath the balance of property remaining in my residuary estate after the establishment of the Marital Share constituting the marital gift to my husband and the payment of all federal and state estate taxes, income taxes, debts and expenses of administration and other lawful charges against my estate to the trustees hereinafter named, to be held as the family trust designated Trust Estate A.

(d) Trust Estate A. The trustees shall hold the property in Trust Estate A and shall collect the income thereon. The trustees shall pay to my husband, Erle Pettus, Jr., during his lifetime all the income of Trust Estate A annually or in such more frequent installments as may be convenient to him. The trustee, other than my husband, in the absolute and uncontrolled discretion of such trustee, may pay to my husband all or such part of the principal of Trust Estate A as may be necessary for his support, maintenance and health after consideration of his other resources. Upon the death of my husband, Trust Estate A shall terminate and the trust property including the principal and any undistributed net income shall be paid over and distributed, free of

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trust, to my issue then surviving in equal shares per stirpes and not per capita.

(e) My husband, Erle Pettus, Jr., may disclaim by an irrevocable and unqualified refusal to accept, in whole or in part, any interest in property constituting property of Trust Estate A provided for in Article III(d) as he may specify in an instrument in writing executed and delivered to one of the executors under this my last will and testament not later than the date which is nine (9) months after the date of my death; and the whole or the part of the property so disclaimed shall be paid over and distributed, free of trust, to those persons entitled to take under the provisions of Trust Estate A as if my husband had died on the date of delivery of such disclaimer. The personal representative of my husband may execute such disclaimer if my husband dies prior to nine (9) months after the date of my death without having executed and delivered such disclaimer. It is my intention that any disclaimer so filed shall constitute a "qualified disclaimer" within the meaning of § 2518, Internal Revenue Code, as amended. If my husband should disclaim any interest in such property, my executors are hereby directed to pay any additional taxes payable by my estate attributable to such disclaimed property from such disclaimed property.

ARTICLE IV: Notwithstanding anything to the contrary, if any property or share, pursuant to provisions of this my last will and testament, or any trust created hereunder, shall become payable or distributable, free of trust, to any person who has not attained the age of 21 years at the time he or she becomes entitled to any property or share, then I give, devise and bequeath the property or share which such individual is entitled to take to the trustees, hereinafter named, to hold such property or share in trust for such individual. The trustees shall hold such property

or share in trust under all the powers and duties granted to the trustees and shall collect and receive the income therefrom and in the absolute and uncontrolled discretion of the trustees may accumulate income for those years during which such individual does not need such income for his or her support, maintenance, education and health, or shall apply for the use of such individual or in the trustees' absolute and uncontrolled discretion shall pay to the guardian or guardians of such individual, or to any person with whom such individual shall at the time be residing, or direct to the person or organization furnishing services, facilities, or goods to such individual, all or such part or parts of the net income as the trustees shall in the trustees' absolute and uncontrolled discretion, deem to be necessary or advisable for the support, maintenance, education and health of such individual, the receipt of any such guardian or person or organization to constitute a full and complete acquittance to the trustees and the trustees shall invest and from time to time reinvest the balance of such sum and any remaining income thereon for the benefit of such individual until he or she shall attain the age of 21 years and thereupon shall pay over to such individual the balance of such sum together with any and all accumulated income thereon, free of trust; and in case of the death of such individual prior to attaining the age of 21 years, the trustees shall thereupon pay over an remaining balance of such sum, together with any and all accumulated income thereon, free of trust, to the issue of such individual who is then surviving in equal shares per stirpes and not per capita, or, if there be none, then to my issue then surviving in equal shares per stirpes and not per capita, or, if there be none, then to those persons entitled to take under the intestate laws of Alabama, had such individual died intestate on the date of death of such individual. In the event the net income of such trust shall at any time be insufficient for the support, maintenance,

education and health of such individual, then the trustees shall use such part of the principal thereof for the support, maintenance, education and health of such individual as in the uncontrolled and absolute discretion of the trustees is necessary. The trustees shall consider such individual's other resources in determining whether or not to pay the payments from principal.

ARTICLE VI: The trustees shall hold and manage said trust property and such other property as the trustees may subsequently acquire pursuant to the power and authority given the trustees (all of which for convenience will hereinafter be referred to as "trust estate"), with the following powers and authority:

(a) To collect income for the trust estate, and to sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate, upon such terms and conditions as the trustees see fit for cash or on credit, at public or private sale, without notice to anyone and without order of any court, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds or other securities, mortgages, or other property, real or personal, whether so called "legal" investments of trust funds, or not, as to the trustees may seem suitable, and to change investments and to make new investments from time to time as to the trustees may seem necessary or desirable; and to receive additions to the assets of the trust.

(b) To deposit trust funds in a bank, including a bank operated by any corporate trustee of any trust hereunder.

(c) To foreclose mortgages and to bid on any property upon foreclosure or to acquire mortgage property in any other manner as the trustees may determine.

(d) To improve, repair, lease, rent for improvement or otherwise, for a term beyond the possible termination of this trust, or for any less term, either with or without option of purchase, and to let, exchange, release, partition, vacate, dedicate or adjust the boundaries of any real estate constituting a part of said trust estate; and to make ordinary or extraordinary repairs or alterations in buildings or other structures; to demolish any improvements; to raze existing buildings or improvements, and to erect new party walls; and to enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into a pooling or unitization arrangement.

(e) To borrow money for such time and upon such terms as the trustees see fit, without security, or, on mortgage of any real estate, or, upon pledge of any personal property held by the trustees hereunder, and to execute mortgages or pledge agreements therefor.

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(f) To hold any property or securities received by the trustees as a part of said trust estate so long as the trustees shall consider the retention thereof to be for the best interest of said trust estate, irrespective of whether such property or securities are so-called "legal" investment of trust funds, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate to acquire other property which is not so-called "legal" investment of trust funds where such investment decisions are in the trustees' opinion for the best interest of said trust estate; provided however, that no new investment shall be made in any security of the corporate trustee, its holding company, affiliate or successor, except upon exercise of rights given to stockholders thereof.

(g) To determine whether any money or property coming in the trustees' hands shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust estate as to the trustees may seem just and equitable, and to set up a reserve out of income to meet such items of repairs, construction or indebtedness deemed by the trustees to be a proper charge against income, but no reserve shall be set up by the trustees for depreciation, it being my direction that the net income of the trust estate shall be distributed without regard to depreciation.

(h) To make divisions and distributions hereunder provided for either in cash or in kind, or partly in cash and partly in kind, and for that purpose to determine the value thereof, and to determine the share and identity of persons entitled to take hereunder.

(i) To hold any or all securities or other property in bearer form in the name of the trustees or in the name of some other person, partnership or corporation without disclosing any fiduciary relation.

(j) To vote in person or by proxy upon all stocks held by the trustees, to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation or company whose securities form a portion of said trust estate, to exchange the securities of any corporation for other securities upon such terms as the trustees shall deem proper, to assent to the consolidation or merger of any such corporation, to lease the property or any portion thereof by such corporation to any other corporation to pay all assessments, expenses and sums of money as the trustees may deem expedient for the protection of the interest of said trust estate as the holder of such stock, bonds, or other securities, and generally to exercise in respect to all securities held by the trustees the same rights and powers as are or may be exercised by persons owning similar property in their own right.

(k) To receive income from the trust property and to pay from and out of the income of the trust property any and all expenses reasonably necessary for the administration of the trust, including interest, taxes, insurance, including public liability insurance, and compensation to the trustees, as well as any other expense incurred for the benefit of said trust estate and in the event the income from the trust property is insufficient for the purpose of paying such expenses, the same may be paid from the principal of said trust estate.

(l) To make payment of any income or principal payable to the use of a minor by making such payments either to the parent or guardian of such minor, or to such other person as the trustees shall elect, including such minor, and the receipt of such person shall be a full and sufficient discharge to the trustees for any payment so made.

(m) To institute and defend any and all suits or legal proceedings relating to the said trust estate, in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which said trust estate may be involved as in the trustees' judgment may be necessary or proper.

(n) To employ such agent, expert or counsel, investment or legal as the trustees may deem advisable and to rely upon the information or advice furnished by such agent, expert or counsel.

(o) In the event any portion of the trust estate should at any time consist of a material interest in any business enterprise being operated as a going concern, whether any such enterprise be in the form of a partnership or corporation or solely owned by the trust estate, the trustees shall have the full authority to continue the operation of such business enterprise as a going concern, or, to vote the shares of stock therein for such continued operation with full power and authority to incur such obligations against the estate as may seem advisable to the trustees for the proper administration of the affairs of such business enterprise. The decision with reference to such business enterprise shall be based upon the discretion and judgment of the trustees and the trustees shall not be liable to any person for any loss that may result from the operation of such business enterprise or from incurring of any obligation herein authorized. In addition to the powers above granted, the trustees shall have full authority to incorporate or enter into an agreement with others to incorporate any business enterprise in which I may own any interest at the date of my death and the trustees shall have full authority to hold as part of the trust estate the shares of stock of any corporation so formed without liability for loss or shrinkage in value. For services rendered in connection with the management of any such enterprise, the trustees shall be entitled to receive reasonable compensation in addition to that otherwise payable hereunder to be paid from the separate funds of such enterprise or from said trust estate as the trustees may deem most advantageous to said trust estate.

(p) To pay the funeral and burial expenses of any beneficiary out of the principal of the trust from which income has been payable to such beneficiary in the discretion of the corporate trustee.

(q) To pay reasonable compensation to the trustees.

(r) To execute and deliver all instruments which will accomplish or facilitate the exercise of the powers vested in the trustees.

ARTICLE VII: If the happening of any future event may cause the ultimate vesting of any trust estate herein created, or share therein, to be extended under the provisions hereof to a time beyond that within which the

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same is required by law to become vested, then in such event the trust as to said trust estate, or as to such share therein, shall continue only for as long a period of time as is allowed by law, at the end of which the said trust as to said trust estate, or as to such share therein shall terminate.

In such case, said trust or share therein shall thereupon be vested in and distributed to those persons at the expiration of such period enjoying the use and benefit of such trust estate, or of such share therein, in the proportion in which they are so enjoying the same, irrespective of their attained ages.

ARTICLE VIII: The interest of any beneficiary in payments to be made under any trust created hereunder whether consisting of income or principal, or both, shall not be anticipated or subject to transfer or assignment; nor shall such interest, or any part thereof, be liable for the debts of such beneficiary or subject to attachment, or to any judgment rendered against such beneficiary, or to the process of any court in aid or execution of any judgment so rendered. If, by reason of the bankruptcy, or attempted alienation of his interest under such trust, or by any means whatsoever during the life of such beneficiary, the payments of principal or income, or both, under such trust to which such beneficiary otherwise would be entitled can no longer be personally enjoyed by such beneficiary, then the trustees shall regard the best interests of such beneficiary and in the discretion of the trustees, exercised freely and advisedly, either refrain from making payments of such principal or income, or both, to such beneficiary either in whole or in part, or apply it to the maintenance and support of such beneficiary, or pay the whole or part of it to one or more members of the family of such beneficiary, or apply it to the maintenance and support of such family, or accumulate it in whole or in part. Principal or income, or both, withheld and accumulated under any such trust in accordance with the foregoing shall

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be or become part of the principal of such trust and shall be distributed with such principal upon the termination of such trust in accordance with the provisions hereof.

ARTICLE IX:

Additional property of any kind and character may be added to any trust created hereunder with the consent of the trustees, by any person, or fiduciary, by will or otherwise, and such property so received by my trustees shall be added to, merged with and become part of the property held in such trust hereunder, and thereafter shall be administered and disposed of in accordance with the terms of such trust. However, if any proceeds of a qualified pension or profit sharing plan are received by my trustees or executors, said proceeds shall not be used to pay any estate, inheritance or other tax, any claims or debts, or to satisfy any other obligation of my estate.

ARTICLE X:

For purposes of this my last will and testament, I, Eleanor A. Pettus, shall be deemed to survive my husband if our deaths occur at or near the same time under circumstances rendering it impractical to determine who survived the other, and I shall be deemed to survive my husband if I in fact survive him, and any other person shall not be deemed to survive me unless such person be surviving ten (10) days after my death, nor to survive another unless such person be surviving ten (10) days after the death of such other.

ARTICLE XI:

It is my desire and intention that all property passing to my husband, Erle Pettus, Jr., under the provisions of this will or apart from the provisions of this will by operation of law or otherwise comprising my gross estate for death tax purposes shall qualify as a marital deduction for federal estate tax purposes pursuant to the provisions of § 2056 of the Internal Revenue laws. All estate and inheritance taxes and other taxes in the nature thereof becoming payable because of my death with respect to property comprising my gross estate for death tax purposes, whether or not such property passes under this my

BOOK 33 144241  
-10-PAGE 739

SAP

last will and testament, and income taxes, debts and expenses of administration and other lawful charges against my estate, shall be paid entirely out of property other than property passing to my husband under the provisions of this will or apart from the provisions of this will by operation of law or otherwise.

BOOK 33

PAGE 740

ARTICLE XII:

I hereby nominate, constitute and appoint my husband, Erle Pettus, Jr., as executor of this my last will and testament and as trustee of any trust created hereunder, and I also appoint my son Erle Pettus, III, as co-executor of this my last will and testament and as co-trustee of any trust created hereunder. If my husband, Erle Pettus, Jr., or my son, Erle Pettus, III, shall fail at any time to serve as executor or trustee, then I nominate, constitute and appoint my daughter, Suzanne P. Cartmell, and my son, Jeffrey H. Pettus, to serve as executors or trustees as the case may be. If none of the named executors or trustees shall serve as such at any, then I hereby nominate, constitute and appoint AmSouth Bank, N.A. (and any successor thereto having trust powers) as executor of this my last will and testament. I authorize and empower any executor serving hereunder to receive delivery of any disclaimer delivered to such executor as provided in Article III hereof and upon such delivery, such disclaimer shall be effective and binding upon all executors serving. If none of the above named trustees shall serve as trustee of any trust established hereunder, then I nominate, constitute and appoint AmSouth Bank, N.A. (and any successor thereto having trust powers) as trustee of such trust. For convenience as used herein, the word "executrix" includes the word "executor" and vice versa, and words in the singular shall include words in the plural and vice versa. In the event there shall be at any time only one executor or trustee serving as such, then such sole executor or trustee shall exercise all powers hereunder. If none of the named executors shall

SAP

JR 12296b33

serve, then an executor, to be appointed by a court of competent jurisdiction with full authority hereunder. If none of the named trustees shall serve, then a trustee shall be appointed by a court of competent jurisdiction with full authority hereunder. I direct and request that neither my executors nor my trustees shall be required to give any bond or other security to any court for the faithful performance of any duties in either capacity nor shall the executor or trustees be required to file any inventory or make any accounting or settlement in any court. I hereby authorize my executors to sell and convey any and all property in my estate at public or private sale without order of court and my executors during the period of administration of my estate shall have and exercise all of the powers and authority granted to and conferred upon the trustees, including the power to make payments under any trust created hereunder as therein provided. I direct, however, that the executors and trustees shall keep appropriate records of all of their acts done in a fiduciary capacity and I direct that all such records shall be available to each beneficiary hereunder and to the duly authorized agent of each beneficiary hereunder at any time.

I, Eleanor A. Pettus, the Testatrix, sign my name to this instrument on this the 11<sup>th</sup> day of September, 1984, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and testament and that I sign it willingly, that I execute it as my free and voluntary act for the purpose therein expressed, and that I am nineteen (19) years of age or older, of sound mind, and under no constraint or undue influence.

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Eleanor A. Pettus  
Eleanor A. Pettus

JR 11 22 9106 3 B

BOOK 33  
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We, Sue D. King, Joan Norris  
and Karen D. Greer, sign our names to this  
instrument, being first duly sworn, and do hereby declare  
to the undersigned authority that the testatrix signs and  
executes this instrument as her last will and testament and  
that she signs it willingly, and that each of us, in the  
presence and hearing of the testatrix, hereby signs this  
will as a witness to the testatrix's signing, and that to the  
best of our knowledge the testatrix is nineteen (19) years  
of age or older, of sound mind, and under no constraint  
or undue influence.

Sue D. King 2604 7th Woods Drive  
Bham, Ala. 35216  
Address

Joan Norris 2501 Aberdeen Rd  
Bham AL 35223  
Address

Karen D. Greer 1267 Atkins Junior Blvd.  
Bham Ala. 35226  
Address

STATE OF ALABAMA )  
JEFFERSON COUNTY )

Subscribed and sworn to before me by Eleanor A. Pettus  
the testatrix, and subscribed and sworn to before me by  
Sue D. King, Joan Norris  
and Karen D. Greer, this the 11<sup>th</sup> day of  
September, 1984.

(Signed) Dorothy Steadler  
Notary Public

My Commission Expires: 10-20-84

JR 12296639

144241

CERTIFICATE TO THE PROBATE OF WILL

The State of Alabama  
JEFFERSON COUNTY

I, George R. Reynolds, Judge of the Court of Probate, in and for said State and

County, do hereby certify that the foregoing instrument \_\_\_\_\_ of writing ha<sup>s</sup> \_\_\_\_\_ this day, in said Court, and before me as  
the Judge thereof, been duly proven by the proper testimony to be the genuine last Will and Testament \_\_\_\_\_  
of Eleanor A. Pettus \_\_\_\_\_ Deceased and that said Will \_\_\_\_\_

together with the proof thereof have been recorded in my office in Judicial Record, Volume 1229 , Page 625-638 .

In witness of all which I have hereto set my hand, and the seal of the said Court, this date May 24, 1993 .

George R. Reynolds , Judge of Probate.

BOOK 33  
PAGE 743

**The State of Alabama**  
JEFFERSON COUNTY

BOOK 33  
PAGE 744

I, Peggy A. Proctor, Chief Clerk of the Probate Court of said County and State, do hereby certify the foregoing papers to be, and contain a full, true and correct copy of the \_\_\_\_\_  
Last Will and Testament of ELEANOR A. PETTUS, DECD; together  
with the certificate to the probate thereof;

\_\_\_\_\_ as appears on file and of record in this Court.  
Witness my hand and seal of said Court, this the 6th day of January 1994.

Peggy A. Proctor  
Chief Clerk

**The State of Alabama**  
JEFFERSON COUNTY

I, George R. Reynolds, Judge of the Probate Court of said County and State, do hereby certify that, Peggy A. Proctor, whose name is signed to the preceding certificate of exemplification, is the Chief Clerk of the Probate Court of Jefferson County, Alabama, duly appointed and sworn, and that said Court is a Court of Record, and that full faith and credit are due to her official acts.

I further certify that the seal affixed to the said exemplification is the seal of the said Probate Court of Jefferson County, Alabama, and that the attestation thereof is in due form of law.

This the 6th day of January, 1994.

George R. Reynolds  
Judge of Probate

**The State of Alabama**  
JEFFERSON COUNTY

I, Peggy A. Proctor, Chief Clerk of the Probate Court of said County and State, do hereby certify that George R. Reynolds, whose name is signed to the foregoing certificate, is the Judge of the Probate Court of Jefferson County, Alabama, duly elected and sworn, and that the signature of said Judge is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this the 6th  
day of January, 1994.

Peggy A. Proctor  
Chief Clerk

The State of Alabama  
Jefferson County

Probate Court

In Re

Fee \_\_\_\_\_

PROBATE - 62

BOOK 33  
PAGE 745

WEST VIRGINIA, WAYNE COUNTY CLERK'S OFFICE

This instrument was this day presented in my office, and thereupon together with the certificate thereto annexed, is admitted to record.

3-10-94

*Robert E. Pasley*

..... Clerk

By *Stevley G. Osburn*

..... Deputy

F. A. MACDONALD, ET AL )  
TO )  
F. L. AGEE )

DEED:

MAILED  
Agee v. Jackson  
Trustee of George Drown Jackson  
Huntington, W. Va.  
July 14, 1937

188/423

90 Ac

70 1/4 Ac

11 3/8 Ac

176 7/16 Ac

35 Ac

8 Ac

72.63 Ac

THIS DEED, made and entered into this ninth day of June, 1937, by and between F. A. MACDONALD, Trustee of GEORGE DROWN JACKSON, Bankrupt, party of the first part, MARGARET JACKSON, the wife of the said George Drown Jackson, party of the second part, and F. L. AGEE, party of the third part;

WHEREAS, the said F. A. Macdonald, Trustee as aforesaid, by virtue of the authority vested in him by the order of sale made and entered by C. B. Van Bibber, Referee in Bankruptcy for the District Court of the United States for the Southern District of West Virginia, on the 28th day of April, 1937, in the bankruptcy matter of George Drown Jackson, Bankrupt (No. 3106), pending in said court, did on the 29th day of May, 1937, make sale of the real estate hereinafter described and conveyed, at which sale the said F. L. Agee became the purchaser for the sum of Three Thousand, Seven Hundred and Fifty Dollars (\$3,750.00); and,

WHEREAS, at a meeting of the creditors of said bankrupt duly called and held on the 9th day of June, 1937, the said Referee approved and confirmed the said sale, and directed and authorized the said trustee to execute this deed; and

WHEREAS, the said F. L. Agee has paid unto the said trustee the said sum of Three Thousand, Seven Hundred and Fifty Dollars (\$3,750.00); and,

WHEREAS, the said Margaret Jackson, as the wife of George Drown Jackson, the aforesaid bankrupt, is the owner of certain dower rights in certain of the real estate formerly belonging to the bankrupt, and being administered and sold in said bankruptcy proceeding, which said dower rights have been computed in said proceeding, and the proper lump sum in lieu of said dower on all of said real estate has been paid unto the said Margaret Jackson by the said F. A. Macdonald, Trustee, as aforesaid, wherefore, the said Margaret Jackson joins in this deed for the purpose of conveying unto the said party of the third part all of her right, title and interest to said real estate;

NOW, THEREFORE, this deed witnesseth: That, for and in consideration of the premises, and the further consideration of the assumption by the party of the third part of the 1937 taxes to be levied upon the property hereby conveyed, the said F. A. Macdonald, Trustee of George Drown Jackson, Bankrupt, hereby grants and conveys unto the said F. L. Agee, his heirs and assigns forever, all of his right, title and interest as such trustee, and the said Margaret Jackson likewise hereby grants and conveys unto the said F. L. Agee, his heirs and assigns forever, all of her right, title and interest, in and to all those certain pieces or parcels of real estate situate in Stonewall and Union Districts, Wayne County, West Virginia, more particularly bounded and described as follows:

1. The mineral underlying that certain tract, piece or parcel of real estate situate, lying and being on Eds Branch, in Stonewall District, Wayne County, West Virginia, and bounded and described, as follows:

[Beginning at a corner and to a white oak on the Watson line; thence leaving Watson line S. 16 W. 48 poles to a white oak; S. 22 E. 34 poles to a white oak and two black oaks corner to a survey made by John Osburn, and with the same S. 41 W. 40 poles to two hickories; 3 65 W. 104 poles to 2 pines; thence leaving the same N. 42 W. 38 poles to a sourwood and hickory corner to a survey made by James Ferguson and with the same N. 52 E. 40 poles to an ash, hickory and ironwood; N. 24 W. 60 to a beech and white oak on a hillside; thence leaving the same with a line between Edmund Osburn and Samuel Ferguson, deceased, to a corner to a black oak, thence leaving the same turning with a marked line

V. J. COZ

in an easterly direction to a corner on a Maple at the forks of a small drain; thence to two corners on a small white oak on a point; thence turning with fence to the branch that E. Osburn now lives on a corner and a dogwood and hickory; thence up a branch to a corner on ash; thence to a corner on a dead white oak and the Watson line; and with the same to beginning, containing 90 acres, be the same more or less. b

2. All that certain tract, piece or parcel of real estate, situate lying and being in Stonewall District, Wayne County, West Virginia, bounded and described as follows:

Beginning at a large chestnut near the mouth of Two Mile Creek, corner to Wallace Baisden, thence S. 62 deg. 30' W. <sup>742.5</sup> 45 poles to a stake, S. 14 deg. 7' <sup>272.25</sup> 16 1/2 poles to a stake, S. 52 deg. W. <sup>321.75</sup> 19 1/2 poles to a stake on top of a high knob corner to Wallace Baisden and John Skeans lines and with line of said skeans, S. 16 deg. 30' E. <sup>470.25</sup> 28 1/2 poles to a hickory and small white oak; thence S. 58 deg. 45' E. <sup>02.50</sup> 46 poles to a stake corner to school house road at Branch; thence down the branch three poles to the Watson line and with the Watson line down to Two Mile Creek to the Bailey land, where the Watson land leaves the old Two Mile Road; thence down Two Mile with said road to the Burgess land known as the Two Mile Bottom; and with the line of same to the Beginning, containing 70 1/4 Acres, more or less.

3. The mineral underlying the following tracts or parcels of real estate, to-wit:

(a) All that certain tract, piece or parcel of real estate situate on Two Mile Branch of Twelve Pole Creek, in Stonewall District, Wayne County, West Virginia, the surface of which was conveyed by the bankrupt and wife to John Skeans by deed bearing date January 4, 1912, and recorded in said clerk's office in Deed Book No. 86, page 476, and described therein as follows:

Beginning at a chestnut on a hill side N. 64 deg. 7' 4 poles to a stake at the creek N. 17 deg. W. <sup>206.25</sup> 12 1/2 poles to a beech and rock N. 77 W. <sup>627</sup> 38 poles to a hickory N. 6 deg. W. <sup>165</sup> 10 poles to a white oak N. 51 deg. 50' W. <sup>1039.5</sup> 63 poles to a white oak N. 80 deg. W. <sup>478.5</sup> 29 poles to 2 hicks and white oak on a ridge corner to H. K. Marshall and with same N. 70 deg. 15 E. <sup>239.25</sup> 14 1/2 poles to a hickory and white oak N. 26 deg. 50' E. <sup>643.5</sup> 39 poles to a chestnut oak corner to Marshall and leaving same and with Stuart Price's reverse line N. 37 deg. 30' E. <sup>404.25</sup> 24 1/2 poles to a hickory on a flat ridge N. 15 Deg. 30' E. <sup>280.5</sup> 17 poles to 3 chestnuts on a high knob, S. 85 deg. 15' E. <sup>325.88</sup> 19-3/4 poles to 3 small white oaks on a point S. 73 deg. E. <sup>54.95</sup> 3-1/3 poles to a large chestnut oak on a stony point S. 69 deg. 30' E. <sup>153.95</sup> 9-1/3 poles to a black oak S. 79 deg. 30' E. <sup>239.25</sup> 14 1/2 poles to a chestnut oak on a ridge, S. 71 deg. 15' E. <sup>90.75</sup> 5 1/2 poles to a chestnut oak S. 50 deg. E. <sup>189.75</sup> 11 1/2 poles to a white oak S. 68 deg. 45' E. <sup>198</sup> 12 poles to a hickory and white oak on a knob S. 33 deg. 30' E. <sup>202.13</sup> 12-1/4 poles to a black oak S. 56 E. <sup>219.95</sup> 13-1/3 poles to a stake on a ridge S. 87 deg. 15' E. <sup>250.14</sup> 15 poles and four links to a stone on a high knob, thence leaving Price's line S. 16 deg. 30' E. <sup>470.25</sup> 28 1/2 to a hickory and small white oak S. 50 deg. 45' E. <sup>04.58</sup> 46 poles to a stake at school house lot, thence running southeast course and crossing Two Mile creek with Alexander Lett's line <sup>1036</sup> 64 poles to a stake N. 77 deg. 45' W. <sup>874.5</sup> 53 poles to a small white oak where a beech stood above an old road, S. 31 E. <sup>189.75</sup> 11 1/2 poles to the beginning, containing 111-3/8 acres, be the same more or less.

(b) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek in Wayne County, West Virginia, the surface of which was conveyed by the bankrupt and wife to Wallace Baisden by deed bearing date April 15, 1916, and recorded in said clerk's office in Deed Book No. 102, page 408, and described therein as follows:

165  
2 1/2  
159-201  
COR 111 3/8 Ac  
below

176  
176 3/6 Ac

JOINS  
176 3/6 Ac

COR 70 1/4 Ac  
above

Beginning at a large chestnut standing on the bank of Twelve Pole River near the mouth of Two Mile Creek, thence S. 62 deg. 30' W. <sup>742.5</sup> 45 poles to a stone S. 140 W. 16 <sup>277.25</sup> poles to a stake S. 52 deg. W. 19 <sup>321.75</sup> poles to a stone on top a high knob N. 87 deg. 15' W. <sup>250.14</sup> 15 poles and four links to a stake on a ridge N. 33 deg. 30' W. <sup>206.25</sup> 12 <sup>198</sup> poles to a hickory and white oak; N. 68 deg. 45' W. 12 poles to a white oak on a ridge; N. 50 deg. W. <sup>189.75</sup> 11 <sup>90.75</sup> poles to a chestnut oak on a ridge; N. 71 deg. 15' W. 5 <sup>239.25</sup> poles to a chestnut oak on a ridge; N. 79 deg. 30' W. 14 <sup>153.75</sup> poles to a black oak on a point N. 69 deg. 30' W. 9-1/3 <sup>87.95</sup> poles to a large chestnut oak on a stony point; N. 73 deg. W. 5-1/3 poles to 3 small white oaks on a point; N. 85 deg. 15' W. 19-3/4 <sup>325.88</sup> poles to three chestnuts on a high knob S. 15 deg. 30' W. 17 poles to a hickory on a flat ridge; S. 37 deg. 30' W. 24 <sup>280.5</sup> poles to a stake on a ridge; N. 68 deg. 30' W. 67 <sup>1113.75</sup> poles to a stake corner to H. K. Marshall's land; N. 25 deg. E. 137 <sup>2268.75</sup> poles to a poplar stump where a poplar and lynn stood, corner to the Joseph Dean survey and with same N. 62 deg. E. 84 <sup>1386</sup> poles to a beech and gum (gone); thence N. 70 E. <sup>247.5</sup> 15 poles to an elm and mulberry near the mouth of One Mile Creek, thence up Twelve Pole River with its meanders 176-1/4 <sup>2908.13</sup> poles to the beginning, containing 176-7/6 acres, be the same more or less.

(c) Those two certain tracts, pieces or parcels of real estate situate on Two Mile Creek, Wayne County, West Virginia, the surface of which was conveyed by the bankrupt and wife to C. S. Ratliff and Adie Ratliff by deed bearing date March 26, 1921, and recorded in said clerk's office in Deed Book No. 117, page 68, and described therein as follows:

First Tract, 35 acres; Beginning at a white oak stump corner to the lands formerly owned by T. J. Stephens, L. S. Ferguson and Edmund Osburn near the old road running with same an eastern course to the corner of a hill field fence where there is a spring; thence with said fence a southern course to a corner of said field; thence a southern course a straight line running square with the west side of the hill to the Watson line; thence west with said line to a corner of Edmund Osburn lands formerly owned by G. W. Davis, thence with an open line to the beginning.

Second Tract, 8 acres: Beginning at a stake near the ford in Two Mile Creek opposite Joda Lette's house, thence up Two Mile with south side of road to the Bailey or Watson line thence east with same to what is known as C. M. Watts or Walker lands and with the same to beginning. D

(d) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, Wayne County, West Virginia, the surface of which was conveyed by the bankrupt and with J. R. F. Mills by deed bearing date August 8, 1923, and recorded in said clerk's office in Deed Book No. 129, page 154, and described therein as follows:

Beginning at a chestnut standing on the bank of the left fork of Twelve Pole at the mouth of a small drain and corner to Joseph Dean's land; thence up the drain N. 64 E. <sup>511.5</sup> 31 poles to a beech in the forks of the drain N. 72 E. 68.7 <sup>1133.55</sup> poles to a maple; S. 17 deg. 30' W. 127 <sup>2095.5</sup> poles to an elm bush; thence S. 36 deg. 45' E. 15.4 <sup>254.10</sup> poles to a post in a ridge; thence S. 80 W. 13.6 <sup>224.40</sup> poles to a hickory; S. 62 deg. 30' W. 10.4 <sup>171.60</sup> poles to a hickory in old grave yard; S. 78 W. 23.9 <sup>394.35</sup> poles to a head wall to a culvert; S. 41 deg. 30' W. 13.5 <sup>222.75</sup> poles to a willow near mouth of drain corner at mouth of Hutchinson's Branch on the bank of the left fork of Twelve Pole; thence with the meanders of Twelve Pole to the place of beginning, containing 72.63 acres, more or less.

(e) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, in Wayne County, West Virginia, the surface of which was conveyed by the bankrupt and wife to John V. Jackson by deed bearing date December 27, 1923, and recorded in

Joins  
1113/8A  
W.C.

Join  
next  
tract

said clerk's office in Deed Book No. 131, page 28, and described therein as follows:

Beginning at a willow at the mouth of Hutchinson's Branch N. 11 deg. 30' E. 13-5/10 rods to the head wall of culvert, N. 78 E. 23-9/10 rods to hickory in old grave yard; thence N. 62 deg. 30' E. 10-4/5 rods to a hickory; thence N. 80 E. 13-1/6 rods to a post on ridge; N. 36 deg. 45' W. 15-4/10 rods to an elm bush, N. 17 30 E. 127 rods to a maple on the Dean line; N. 72 E. 23-3/10 rods to a fallen pine and with the Dean line to 3 chestnut oak sprouts on ridge corner to Frankie Jackson land; thence down the hill S. 31 deg. 30' W. 77 1/2 poles to Water Birch and willow stump on bank of 12 Pole, thence down 12 Pole with its meanders to the beginning.

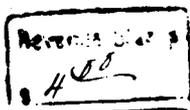
Joins  
72.63 =  
previous  
tract

(f) Such interest as may be severally owned by the parties of the first and second parts in a certain tract of land situate on Twelve Pole Creek, in said Wayne County, West Virginia, said to contain fifty acres, more or less, the surface of which was conveyed by the bankrupt and wife to P. B. and/or Frankie Jackson by deed not recorded in the clerk's office of the county court of said Wayne County, wherefore an exact description of the said tract cannot be set out in this conveyance.

The said sale of said real estate, and this conveyance thereof, are made free and clear of all liens and encumbrances, excepting 1937 taxes and three certain leases executed by G. D. Jackson and wife, unto H. A. Morrison Trustee, one bearing date the 26th day of November, 1926, and recorded in the office of the clerk of the county court of Wayne County, West Virginia, in Oil Lease Record No. 10, page 288, calling for 400 acres, another bearing date the 26th day of November, 1926, and recorded in said clerk's office in Oil Lease Record No. 10, page 353, calling for 200 acres, and the third bearing date December 4, 1926, and recorded in said clerk's office in Oil Lease Record No. 10, page 292, and calling for 90 acres, the said F. L. Agee, however, to take all the several rights of the parties of the first and second parts under the said several leases by virtue of this conveyance.

It is the intention of this conveyance to convey unto the party of the third part, in addition to the surface rights to the tract of 70.25 acres hereinbefore described and conveyed, all mineral rights belonging to the said bankrupt and located within Stonewall and Union Districts in said Wayne County, West Virginia, (excepting an undivided interest in a tract of 28 acres of land on Two Mile Creek, in said Stonewall District, this day conveyed by the parties of the first and second part to <sup>H. S. Lambert</sup> ~~The First National Bank~~ of Kenova), and particularly to convey unto the party of the third part all mineral rights leased by the three several leases hereinbefore described, and if there be such mineral rights which are not included in the description hereinbefore contained, then they are hereby granted and convey by the parties of the first and second part unto the said party of the third part.

Witness the following signatures and seals.



F. A. Macdonald (SEAL)  
TRUSTEE OF GEORGE DROWN JACKSON,  
BANKRUPT.

Margaret Jackson (SEAL)

STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, to-wit:

I, W. C. Price, Jr., a notary public within and for the County and State aforesaid, do certify that F.A. Macdonald, Trustee of George Drown Jackson, Bankrupt, whose name is signed to the foregoing hereto annexed writing bearing date the 9th day of June, 1937, has this day acknowledged the same before me in my said county.

I further certify that my commission as notary public will expire on the 11 day of July, 1944.

Given under my hand this 2 day of July, 1937.

T. C. Price, Jr.  
NOTARY PUBLIC.

STATE OF WEST VIRGINIA

COUNTY OF WAYNE, to-wit:

I, A. Carter, a Justice of the Peace of Westmoreland District within and for the County and State aforesaid, do certify that Margaret Jackson, the wife of George Drown Jackson, whose name is signed to the foregoing hereto annexed writing bearing date the 9th day of June, 1937, has this day acknowledged the same before me in my said District & county.

Given under my hand this 3 day of July, 1937.

A. Carter  
Justice of the Peace

STATE OF WEST VIRGINIA,

WAYNE COUNTY COURT CLERK'S OFFICE, S.S.

THIS DAY the foregoing DEED was presented at my Office, and the same together with the certificate of acknowledgment thereon, was duly admitted to record, at 10:11 A.M.

Given under my hand this 13<sup>th</sup> day of July, 1937.

J. E. Lambert Clerk



that A.W.Booth and ~~Lyda~~ Booth his wife whose names is signed to the writing hereto annexed bearing date on the 19 day of November 1915 have this day acknowledged the same before me in my said County given under my hand this the 22 day of November, 1915.

9/223

J.M.ROSS  
a Justice of the piece.  
99/223

STATE OF WEST VIRGINIA,  
WAYNE COUNTY CLERKS OFFICE.

68 Ac includes 26 A

This day the foregoing DEED, was presented at my office and the same together with certificate of acknowledgment thereon, was duly admitted to record.

Given under my hand this the 30, day of November 1915.

Sam J. Ross  
CLERK.

J.H.MEEK, SPECIAL COMMISSIONER )  
TO ) DEED:  
G E O R G E D . J A C K S O N . )

THIS DEED, Made and entered into this Nineteenth day of August, 1915, between J.H. Meek, Special Commissioner, party of the first part, and George D. Jackson, party of the second part.

WHEREAS, in pursuance of a decree made and entered in the chancery cause pending in the Circuit Court of Wayne County, West Virginia, wherein H.A. Jackson was plaintiff, and A.W. Ferguson, et al. were defendants, dated August 15th, 1908, Chapman Adkins, who/by the said decree appointed Special Commissioner to make sale of certain real estate mentioned in said decree, and

WHEREAS, The said Chapman Adkins Special Commissioner, sold said land to the said George D. Jackson, which sale was confirmed by a decree made and entered in said cause on the 18th day of November, 1908, and

WHEREAS, in pursuance of said sale the said Chapman Adkins, Special Commissioner, executed, acknowledged and delivered to the said George D. Jackson a deed purporting to convey the real estate to him which had been sold by the said Chapman Adkins, Special Commissioner, as aforesaid, bearing date the 18th day of November, 1909, and is recorded in the office of the Clerk of the County Court of Wayne County West Virginia, in Deed Book No. 79 at page 339, and

WHEREAS, it was made to appear to the said Court that one of the tracts of land described in the said deed as containing about forty-seven acres, was erroneously described in said deed, and for the purpose of correcting said description and making a deed to the said George D. Jackson for the said tract of land by proper description, another decree was made and entered in the said cause on the 19th day of May, 1915, appointing the said J.H. Meek as Special Commissioner for the purpose of executing a deed to the said George D. Jackson, containing a proper description of the said tract of land.

NOW, THEREFORE, THIS DEED WITNESSETH: That the said J.H. Meek, Special Commissioner, doth grant unto the said George D. Jackson all that certain tract, piece or parcel of land, situate on the waters of the Left Fork of Twelve Pole Creek, in Wayne County, West Virginia, bounded and described as follows, to-wit.

BEGINNING at an elm and mulberry on the bank of the Left Fork of Twelve Pole Creek, at the mouth of One Mile Creek; thence up Twelve Pole Creek with the meanders of same 90 poles to two sugar trees at the mouth of a branch; thence up the branch S. 53 W. 10 poles to a white oak and hickory (gone); thence N. 73 W. 75 poles to a black oak on a hill

WRITING

Q-226

corner to a forty-one acre survey made for H.A. Jackson, and with the same 82 poles to a cluster of chestnuts on a high knob; thence S. 15 30 W 17 poles to a hickory on a flat ridge. thence S. 37 30 W 24 1/2 poles to a stake; thence N 67 30 W 67- 1/2 poles to a stone, corner to H.K. Marshall land; thence N 25 E 137- 1/2 poles to a poplar stump where a poplar and lynn stood, corner to the Joseph Dean 26 acre survey, and with the same <sup>or</sup> 82 E 84 poles to a beech and gum (gone); thence N 70 E. 15 poles to the beginning, CONTAINING sixty-eight (68) acres, more or less, and including a twenty-six (26) acre tract of land deeded to Joseph Dean by C. and J. Duval, and by Dean To H.A. Jackson by deed dated March 14th, 1874, recorded in Deed Book "K" page 341, and a part of a seventy-two (72) acre survey deeded to A.W. Ferguson by C. and J. Duval.

WITNESS The following signature and seal the day and year first above written

J.H.Meek (SEAL)

SPECIAL COMMISSIONER.

STATE OF WEST VIRGINIA,

COUNTY OF CABELL. TO-WIT:

I, James E. Hart, a Notary Public in and for the County and State aforesaid, hereby certify that J.H.Meek, Special Commissioner, whose name is signed to the foregoing deed bearing date August 19th. 1915, has this day acknowledged the same before me in my said county.

Given under my hand this 20 day of August, 1915.

My commission expires July 22, 1921

James E. Hart.  
Notary Public in and for Cabell

county, West Virginia.

STATE OF WEST VIRGINIA,

WAYNE COUNTY COURT CLERK'S OFFICE,

This day the foregoing DEED, was presented at my office and the same, together with certificate of acknowledgment thereon, was duly admitted to record.

Given under my hand this the 30, day of November, 1915.

Samuel P. ...  
CLERK.

CHARLEY WEBB & WIFE

TO

DEED.

K. B. T H O M P S O N,

THIS DEED, Made and entered into this the 15th day of Dec. 1913 by and between Charley Webb and Vessie Webb his wife parties of the first part and K.B.Thompson party of the second part all of the County of Wayne and state of West Virginia.

WITNESSETH that for and in consideration of the sum of one hundred and seventy five dollars One hundred dollars paid in hand of which is hereby acknowledged twelve dollars and fifty cents to be the first day of March 1914, sixty two dollars and a half to be paid the 15th day of Nov. 1914, each note with interest from the 15th day of Nov. 1913 notes payable to Charley Webb the parties of the first part have bargained and sold unto the party of the second part and by these presence do grant, sell and convey, unto the said K.B.Thompson all the following described real estate situated lying and being in the county and state above mentioned and on the waters of Big Hurrigan Creek bounded and described as follows. to wit:

BEGINNING at two small hickories and an ash in a drain and a corner to T.A. Copley's land and with his line S 88° W 83 poles to a stake in county road thence with the road as fowllows N.2°W 27 poles to a stake N 4° E 2 poles to a stake corner to lot No. 2 and with line of same due east 76 poles to a small white oak bush hence leaving the line of lot No. 2

acknowledgment thereon and drawn and duly admitted to records.

Given under my hand this 9th day of Sept. 1889.

Chapman Fry Clerk,

28/447

28/447

50 Ac  
41 72 P  
12 110 P

St. A. Jackson }  
To }  
A. W. Ferguson } Deed.

Deed to A. W. Ferguson

This deed made this 7th day of Sept 1889 Between St. A. Jackson and Rebecca Apple his wife of the first part and A. W. Ferguson of the second part all of the County of Wayne and state of West Virginia. The party of first part has sold to the party of the second, the following tracts of land. to wit, One tract of fifty acres, more or less, lying and being in the County of Wayne and state of West Va and on the left hand fork of 12 pole Beginning on a rock at 12 poles S 37 1/2 W 10 poles to a stake S 1 E 13 poles to a stake, S 13 1/2 E 14 poles to a stake S 1 1/4 W 48 1/2 poles to a stake at or near the mo of a drain of 2 mile thence up the drain S 89 E 8 poles to a stake N 44 E 6 poles to a stake S 67 1/2 E 2 1/2 poles to a stake S 79 1/2 E 8 poles to a stake N 55 E 4 poles to a stake S 63 E 4 poles to a stake N 71 E 7 poles to a stake S 85 1/2 E 6 poles to a stake S 81 1/2 E 6 poles to a stake on the creaser line and with same S 40 W 40 poles to a white oak at or near the watson line thence S 87 W 43 poles to a beech on the bank of 2 mile creek west 102 poles to a beech on a branch above Alexander Letts house N 140 poles at a stone where a white oak and hickory tree stood corner of 26 acre survey made by Joseph Dean thence crossing 12 pole to a sugar tree on the east side of 12 pole thence with the meanders of 12 pole to a rock just above the mouth of 2 mile creek beginning corner of said fifty acres Also one other tract adjoining the containing 41 acres & 72 Rods be the same more or less it being a tract purchased from Charles & Joseph Ward a corner as follows to wit Beginning at a stone where a white oak and hickory tree stood corner to 26 acre survey made by Joseph Dean and with its line N 59 E 69 1/2 Rods to a sugar beech corner to Wayne Fry and purchase and with line

PL

525

$92^{\circ} 45' N 21$  rods to a black oak on a point  
 Rods to a white oak & black oak  $S 23^{\circ} N 14$  Rods  
 a white  $S 5^{\circ} 21 18$  Rods to a red oak  $S 8^{\circ} E 32$   
 to clusters of chestnuts on a high knob the  
 leaving Ferguson's line and down the ridge  
 $72^{\circ} E 17 \frac{1}{4}$  Rods to a large white oak and hick  
 $S 82^{\circ} 15 E 7 \frac{1}{4}$  Rods to two hickories  $S 56 \frac{1}{2}^{\circ} E 5 \frac{1}{2}$  Rods  
 to a chestnut oak  $S 80 \frac{1}{2}^{\circ} E 21 \frac{1}{4}$  Rods to 2 chest  
 nut oaks  $S 57 E 15$  Rods to white oak  $S 72 \frac{1}{2}$   
 $7 \frac{1}{4}$  Rods to hickory  $S 67 \frac{1}{2} E 6$  Rods to black oak &  
 dogwood on the line of said A. A. Jackson  
 land and with the same  $N 82$  Rods to the be-  
 ginning containing forty one acres & 72 rods  
 the same more or less. Also one other tract

12 acres & 110 Rods it being the balance of 26 acres  
 of land purchased by said Jackson of Joseph  
 and bounded as follows. Beginning at a hickory  
 white oak once stood  $N 59 N 69 \frac{1}{2}$  Rods to a sugar  
 tree and back corner made by A. W. Ferguson  
 & A. A. Jackson thence with a conditional line  
 down the hill to a corner on a black oak & chest-  
 nut on the bank of 12 pole thence up 12 pole with  
 its measure 67 Rods to the mouth of a branch  
 thence up the branch  $S 58^{\circ} W 20$  poles to the begin-  
 ing on a white oak & hickory containing 12 acres  
& 110 Rods be the same more or less. For which the

party of second has paid to the party of the first  
 for the above tracts of land the sum of eight  
 hundred and fifty dollars. The receipt is here-  
 by acknowledged and with its contents were  
 sent to the said party of the second part his  
 heirs or assigns forever and the party of the  
 first part covenants to warrant generally the  
 title the above tracts of land herein convey-  
 ed in witness whereof they hereunto set their  
 hands and seals this the day and year first  
 above written

A. A. Jackson *(seal)*  
 Rebecca A. Jackson *(seal)*

State of West Virginia  
 Wayne County Clerk's Office } S.S.

I Chapman Fry clerk of the  
 County Court within and for the County and State  
 aforesaid do certify that A. A. Jackson whose name  
 is signed to the foregoing deed bearing date on the  
 7th day of Sept 1889 has this day acknowledged  
 the same before me in my office and I further  
 certify that Rebecca A. Jackson wife of A. A. Jackson  
 whose name are signed to the foregoing

ing date is the 7th day of Sept 1889. This day  
personally appeared before me in my office and  
being examined by me privily and apart  
from her husband and having the said deed  
fully explained to her she the said Rebecca  
A. Jackson acknowledged the said deed to  
be her act and declared that she had  
willingly executed the same and does not  
wish to retract it,

Given under my hand this 7th day of Sept  
1889. Chapman Fry Clerk Wayne  
County Court.

State of West Virginia }  
Wayne County Clerk's Office } S.S.

This day this deed  
from H. A. Jackson & wife to A. W. Ferguson  
was presented at my office and the same  
together with the certificate of acknowledg-  
ment thereon endorsed was duly admitted  
to record.

Given under my hand this 10th day  
of Sept 1889. Chapman Fry Clerk.

C. W. Campbell Spl. Comr }  
To } sold.  
Chapman Adkins }

This deed made this 9th  
day of September 1889, between C. W. Campbell Spe-  
cial Commissioner of the one part and Chapman  
Adkins of the second part; Whereas the said spe-  
cial commissioner in pursuance of the authority  
vested in him by the decree of the circuit Court  
of Wayne County made on the 8th day of June  
1889 in a suit in Chancery therein pending in  
which Schwabe, May, & Co, were plaintiffs and  
W. J. Pawcask and others were defendants did  
sell the real estate therein after mentioned  
and conveyed according to the terms and con-  
ditions set forth by said decree, at which sale  
the said Chapman Adkins became the pur-  
chaser for the sum of fifty dollars, and where-  
as the said court by a subsequent decree  
made in the case on the 9th day of Septem-  
ber 1889. Confirmed said sale and

Delivered to Chapman Adkins

July 14, 1996

To: CABOT OIL & GAS CORPORATION  
400 Fairway Drive  
Suite 400  
Coraopolis, PA 15108-4308

Attention: Mr. Jeffrey L. Keim  
Senior Landman

From: William A. Morton  
Attorney at Law  
2011 Kanawha Avenue, SE  
Charleston, West Virginia 25304

UNIT TITLE OPINION #96-999-U-B  
(Part of the proposed Agee #3 Drilling Unit)

COGC Lease No.: 47-9637

Property: Parts of Stonewall District Tax Map (TM)  
TM 10-1, 1.1  
TM 10-2  
TM 10-3, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10  
TM 10-8; 8.1

This Unit Title Opinion #96-999-U-B covers those parts of the above referenced surface Tax Map Parcels that are to be included in the proposed Agee #3 Drilling Unit, as shown on EXHIBIT "B" attached hereto; the oil & gas in, on and underlying said above referenced surface Tax Map Parcels, being part of the original tract of 72.63 acres described as Tract 3(d) in Deed Book 188 page 423 (copy attached hereto) and also being part (40.4 acres) of COGC Lease No. 47-9637 as shown on EXHIBIT "A" attached hereto (for further information, see SECTIONS I and II on pages 2 and 4 hereof)

District: Stonewall  
County: Wayne  
State: West Virginia

Pursuant to your request, I have examined the records in the Office of the Clerk of the County Commission of Wayne County, West Virginia, for the period commencing from sovereignty and ending July 12, 1996, at 4:00 p.m., and subject to any errors or omissions in said records and the indexes thereto, and to any matters that might be observed or discovered by actual ground inspection and proper survey, and further subject to the requirements and limitations hereinafter set forth, I am of the opinion that title to the ownership of the oil and gas in and to the "Property" set out above, is vested as follows, to-wit:

② 40.4 Ac of Lease No. 47-937  
Aqee, et al

I. OIL & GAS OWNERSHIP

1. Current Oil & Gas Ownership:

Undivided 1/4 Interest: The First Huntington National Bank, Trustee,  
under Agreement executed by Kathryn A. Atkins  
Undivided 1/4 Interest: Robert W. Agee  
Undivided 1/4 Interest: William F. Agee

Undivided 1/4 Interest  
Eleanor A. Pettus, deceased  
(see paragraph 2 below)

Undivided 1/12 Interest (1/3 of 1/4): Erle Pettus, III  
Undivided 1/12 Interest (1/3 of 1/4): Suzanne Pettus Cartmell  
Undivided 1/12 Interest (1/3 of 1/4): Jeffrey Humes Pettus

Acquired by: Deed dated December 20, 1991, Deed Book 546 page 655 (copy attached hereto), in which William F. Agee, Trustee of that Certain Liquidating Trust Agreement by and Between Eleanor A. Pettus, Kathryn A. Atkins, Robert W. Agee and William F. Agee, dated the 13th day of December, 1988, conveyed as Tract 3(d), the mineral (including oil and gas) in the subject tract of 72.63 acres, to Eleanor A. Pettus, The First Huntington National Bank, Trustee, under Agreement executed by Kathryn A. Atkins, Robert W. Agee and William F. Agee

NOTE: Also see the Will of Eleanor A. Pettus, Will Book 33 page 730 (paragraph 2 below), and the deed dated October 20, 1994, Deed Book 568 page 221 (paragraph 3 on page 3 hereof).

2. Information concerning the Estate of Eleanor A. Pettus, deceased:

Eleanor A. Pettus died testate a resident of Jefferson County, Alabama, on May 18, 1993. Her Will was admitted to probate in the Probate Court of Jefferson County, Alabama, on May 24, 1993, and recorded in Wayne County, West Virginia, on March 10, 1994, in Wayne County Will Book 33 page 730 (copy attached hereto). The pertinent terms of her Will are as follows:

ARTICLE III:

"(a) If my husband, Erle Pettus, Jr., shall survive me, then I give, . . . devise and bequeath to my husband, Erle Pettus, Jr., property constituting the Marital Share as herein defined..."

(continued on next page)

"(b) My husband, Erle Pettus, Jr., may disclaim by an irrevocable and unqualified refusal to accept, in whole or in part, any interest in property constituting the Marital Share...not later than the date which is nine (9) months after the date of my death; and the whole or the part of the property so disclaimed shall become a part of the Trust Estate A...to be held by the trustees thereof subject to all of the terms, provision, power and authority applicable to Trust Estate A...If my husband should disclaim any interest in such property, my executors are hereby directed to pay any additional taxes payable by my estate attributable to such disclaimed property from such disclaimed property."

"(c) ...I give, devise and bequeath the balance of property remaining in my residuary estate after the establishment of the Marital Share constituting the marital gift to my husband and the payment of all federal and state estate taxes, income taxes, debts and expenses of administration and other lawful charges against my estate to the trustees hereinafter named, to be held as the family trust designated Trust Estate A."

ARTICLE XII:

"...I hereby authorize my executors to sell and convey any and all property in estate at public or private sale without order of court..."

3. Information concerning the Deed dated October 20, 1994, to the Current Owners of the Eleanor A. Pettus, deceased, undivided 1/4 interest:

By deed dated October 20, 1994, Deed Book 568 page 221 (copy attached hereto), Erle Pettus, Jr., Co-Trustee of Trust Estate A under the Last Will and Testament of Eleanor A. Pettus, deceased, Erle Pettus, III, Co-Trustee of Trust Estate A under the Last Will and Testament of Eleanor A. Pettus, deceased, Erle Pettus, Jr., Co-Executor of the Estate of Eleanor A. Pettus, deceased, and Erle Pettus, III, Co-Executor of the Estate of Eleanor A. Pettus, deceased, conveyed as Tract 3(d), the mineral (including oil and gas) in the subject tract of 72.63 acres, to Erle Pettus, III, Suzanne Pettus Cartmell and Jeffrey Humes Pettus. Pertinent excerpts from the above deed are as follows:

"WHEREAS, Erle Pettus, Jr. filed a Disclaimer by Erle Pettus, Jr. of any interest he may otherwise have had in "Trust Estate A" under the Will of Eleanor A. Pettus, hereinafter referred to as the "Disclaimer", with the Probate Court of Jefferson County, Alabama on the sixteenth day of December, 1993, an authenticated copy of which is attached to this Deed as Exhibit B.

WHEREAS, paragraph (e) of Article III of the Will provides that in the event Erle Pettus, Jr. disclaims his interest in Trust Estate A, the property of Trust Estate A is to be paid over and distributed free of trust to those persons entitled to take under the provisions of Trust Estate A as if the husband of the Decedent had died on the date of delivery of the Disclaimer.

"WHEREAS, Erle Pettus, III, Suzanne Pettus Cartmell, and Jeffrey Humes Pettus have all attained the age of twenty-one (21) years, are the sole surviving issue of Erle Pettus, Jr., and are the sole beneficiaries of Trust Estate A."

II. SURFACE OWNERSHIP

1. Stonewall District Tax Map (TM) 10-1 (assessed as "5.55 SURF")

Norman Rattliff & Jettie Rattliff, his wife, (with right of survivorship)

Acquired by: Deed dated August 7, 1985, Deed Book 543 page 430, in which Katie Lloyd, widow, et al, conveyed a tract of 11.1 acres (assessed as "5.55 SURF" after outsale in Deed Book 351 page 377, now TM 10-1.1, see paragraph 2 below, and all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Norman Rattliff and Jettie Rattliff, his wife

2. Stonewall District Tax Map (TM) 10-1.1 (assessed as "5.55 SURF")

Opal Marie Hatfield

Acquired by: Deed dated June 30, 1965, Deed Book 351 page 377, in which Ada Ratcliff, widow, conveyed the subject tract of 5.55 acres (all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Opal Marie Hatfield

3. Stonewall District Tax Map (TM) 10-2 (assessed as "1.3 SURF")

Don Toney & Evelyn Toney (husband & wife)

Acquired by: Deed dated May 5, 1956, Deed Book 298 page 371, in which Burl Blankenship and Lucy Blankenship, conveyed the subject tract of 1.3 acres (all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Don Toney & Evelyn Toney

4. Stonewall District Tax Map (TM) 10-3 (assessed as "2.929 SURF")

Karen Blankenship

Acquired by: Deed dated May 2, 1978, Deed Book 455 page 57, in which Lucy Blankenship, widow, et al, conveyed a tract of 54.3 acres (assessed as "2.929 SURF" after outsales, and all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Karen Blankenship

5. Stonewall District Tax Map (TM) 10-3.1 (assessed as "1.1 SURF")

Larry Newton Blankenship & Dottie Lou Blankenship, his wife,  
(with right of survivorship)

Acquired by: Deed dated July 14, 1967, Deed Book 369 page 27, in which Lucy Blankenship, widow, et al, conveyed the subject tract of 1.1 acres (all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Larry Newton Blankenship & Dottie Lou Blankenship, his wife

6. Stonewall District Tax Map (TM) 10-3.2 (assessed as "7.09 SURF")

Sally B. Moore & Sherman L. Moore, her husband

Acquired by: Deed dated December 18, 1970, Deed Book 400 page 190, in which Lucy Blankenship, widow, et al, conveyed the subject tract of 7.09 acres (all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Sally B. Moore & Sherman L. Moore, her husband

7. Stonewall District Tax Map (TM) 10-3.3 (assessed as "18,980 SQ FT SURF")

Jacqueline J. Waggoner

Acquired by: Deed dated April 30, 1962, Deed Book 328 page 102, in which Burl Blankenship & Lucy Blankenship, his wife, conveyed the subject tract of 18,980 sq ft (all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Jacqueline J. Waggoner

8. Stonewall District Tax Map (TM) 10-3.4 (assessed as "1.26 SURF")

Elenor B. Fry

Acquired by: Deed dated September 25, 1975, Deed Book 435 page 381, in which Lucy Blankenship, widow, et al, conveyed the subject tract of 1.26 acres (all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Elenor B. Fry

9. Stonewall District Tax Map (TM) 10-3.5 (assessed as "2.55 SURF")  
Stonewall District Tax Map (TM) 10-3.6 (assessed as "2.36 SURF")

Don R. Toney & Evelyn Toney, his wife, (with right of survivorship)

Acquired by: Deed dated August 3, 1973, Deed Book 425 page 482, in which Lucy Blankenship, widow, et al, conveyed the subject tracts of 2.36 acres and 2.55 acres (all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Don R. Toney & Evelyn Toney, his wife

10. Stonewall District Tax Map (TM) 10-3.7  
(assessed as "21.5435 MINUS R/W SURF")

Zelma Ruth McCoy

Acquired by: Will of Ira McCoy, Will Book 29 page 728, also see deed dated December 10, 1975, Deed Book 469 page 149, in which Lucy Blankenship, widow, et al, conveyed a tract of 23 acres (assessed as "21.5435 MINUS R/W SURF" after outsales and all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Ira McCoy

11. Stonewall District Tax Map (TM) 10-3.8 (assessed as "1.171 SURF")

Elenore B. Fry

Acquired by: Deed dated March 2, 1984, Deed Book 508 page 669, in which Karen Blankenship, single, conveyed the subject tract of 1.171 acres (all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Elenore B. Fry

12. Stonewall District Tax Map (TM) 10-3.9 (assessed as "1.22 AC SURF")

Zelma McCoy (widow of Ira McCoy, deceased)

Acquired by: Deed dated June 15, 1988, Deed Book 519 page 744, in which the Town of Wayne, a municipal corporation, conveyed the subject tract of 1.22 acres (all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Ira McCoy (now deceased) and Zelma McCoy, his wife

13. Stonewall District Tax Map (TM) 10-3.10  
(assessed as "0.2365 & 10' STRIP & R/W SURF")

Town of Wayne, a municipal corporation

Acquired by: Deed dated October 13, 1987, Deed Book 519 page 735, in which Ira McCoy, et al, conveyed the subject tract of 0.2365 acre (water tank site), a 20' road r/w (re-conveyed, see TM 10-3.9 above) and a pipeline r/w (all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Town of Wayne, a municipal corporation

14. Stonewall District Tax Map (TM) 10-8  
(assessed as "17.15 SURF MINUS 1 LOT 200 X 150 FT")

Life Estate: Zelma McCoy (widow of Ira McCoy, deceased)  
Remainder: Kesha McCoy (now probably Kesha McCoy Clay)

Acquired by: Deed dated April 15, 1983, Deed Book 486 page 660, in which Ira McCoy and Zelma McCoy, his wife, conveyed as Tract 2, a tract of 72.63 acres (assessed as "17.15 SURF" after outsales, and all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to: (Life Estate) Ira McCoy (now deceased) & Zelma McCoy, his wife, (Remainder) Kesha McCoy

15. Stonewall District Tax Map (TM) 10-8.1 (assessed as "1.18 SURF")

Jacqueline J. Waggoner

Acquired by: Deed dated August 23, 1968, Deed Book 380 page 124, in which Friel M. Cassell & Helen N. Cassell, his wife, conveyed the subject tract of 1.18 acres (all minerals including oil & gas had been previously reserved in Deed Book 129 page 154), to Jacqueline J. Waggoner

III. OIL AND GAS LEASES

1. COGC Lease No.: 47-9637  
Dated: May 25, 1992  
Recorded on: August 21, 1992  
Lease Book 65 page 563

Lessors: William F. Agee and Patricia P. Agee, husband and wife  
Lessee: COGC  
Land Covered: 238 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

2. COGC Lease No.: 47-9637  
Dated: May 25, 1992  
Recorded on: August 21, 1992  
Lease Book 65 page 566

Lessors: Eleanor A. Pettus (and) Erle Pettus, wife and husband  
Lessee: COGC  
Land Covered: 238 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

3. COGC Lease No.: 47-9637  
Dated: May 25, 1992  
Recorded on: August 21, 1992  
Lease Book 65 page 568

Lessors: Robert W. Agee (and) Earleen H. Agee, husband and wife  
Lessee: COGC  
Land Covered: 238 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

4. COGC Lease No.: 47-9637  
Dated: May 25, 1992  
Recorded on: August 21, 1992  
Lease Book 65 page 571

Lessor: Kathryn A. Atkins Trust, by The First Huntington National Bank, Trustee  
Lessee: COGC  
Land Covered: 238 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

IV. ROYALTIES

NOTE: Royalty payments should be divided in accordance with the proposed Agee #3 Drilling Unit.

1. Lessors (1/8 Oil and Gas Royalty):

(a) 1/32 (1/4 of 1/8):

William F. Agee and Patricia P. Agee  
502 Woodland Drive  
Huntington, WV 25701

(b) 1/32 (1/4 of 1/8):

1/96 (1/3 of 1/32): Erle Pettus, III

1/96 (1/3 of 1/32): Suzanne Pettus Cartmell

1/96 (1/3 of 1/32): Jeffrey Humes Pettus

(c) 1/32 (1/4 of 1/8):

Robert W. Agee and Earleen H. Agee  
508 Foster Road  
Huntington, WV 25701

(d) 1/32 (1/4 of 1/8):

Kathryn A. Atkins Trust  
Trust Department, First Huntington National Bank  
P.O. Box 179  
Huntington, WV 25706

NOTE: For further information concerning the above current Lessors, see SECTION I on page 2 hereof.

2. Lessee (Working Interest):

COGC

V. TAXATION

1. The oil and gas in and to the subject tract of land is taxed in the following assessments:

1995 Land Book  
Stonewall Tax District

- (a) Assessed in the name of: AGEE, WILLIAM F  
Property description: 557.42 MINERAL 12 POLE (1/4 INTEREST)  
Mineral Valuation: \$4,000.00  
Class: 3  
Tax Per Half: \$55.05
- (b) Assessed in the name of: PETTUS, ELEANOR A EST  
Property description: 557.42 MINERAL 12 POLE (1/4 INTEREST)  
Mineral Valuation: \$990.00  
Class: 3  
Tax Per Half: \$13.63
- (c) Assessed in the name of: AGEE, ROBERT W  
Property description: 557.42 MINERAL 12 POLE (1/4 INTEREST)  
Mineral Valuation: \$1,320.00  
Class: 3  
Tax Per Half: \$18.17
- (d) Assessed in the name of: FIRST HUNTINGTON NATIONAL BANK  
TRUSTEE - KATHRYN A ATKINS TRUST  
Property description: 557.42 MINERAL 12 POLE (1/4 INTEREST)  
Mineral Valuation: \$1,320.00  
Class: 3  
Tax Per Half: \$18.17

2. Taxes on the above assessments have been paid or redeemed for the current ten year period up to and including year 1995 (both halves paid).

3. Taxes for the year 1996 (assessed as of July 1, 1995) become due and payable after July 15, 1996.

4. Taxes for 1997 (assessed as of July 1, 1996) constitute a lien, but are not due and payable until after July 15, 1997.

VI. REQUIREMENTS

1. If field investigation finds that there are persons or parties (other than named in Sections I and II hereof) in actual possession of the subject part of the proposed Agee #3 Drilling Unit or are claiming ownership of the surface and/or the oil and gas, such information should be promptly reported to your Legal Division, regardless of how spurious or frivolous such claims may appear, and a revised title opinion should be requested.

2. Very Important: It is recommended that a careful field investigation be made to determine whether any "hazardous waste" has ever been deposited in, on or underlying the subject tract. If any evidence of "hazardous waste" is found, such evidence should be promptly reported to your Legal Department.

3. Satisfy yourself that underground storage areas and/or tanks, "wetlands", "gob piles" and other "environmental hazards", existing pipelines, powerlines, roads and other types of easements, graves or cemeteries, water wells, buildings and other improvements, and ornamental trees and shrubs, fruit trees, gardens and cultivated crops, will not interfere with your operations on the proposed Agee #3 Drilling Unit.

4. If field investigation finds any evidence of oil and gas operations on the subject part of the proposed Agee #3 Drilling Unit and/or evidence of pooling or unitization of the said subject tract with adjoining tract(s) on which oil and gas operations have been conducted, by persons or parties other than COGC, whether current or many years ago, such information should be promptly reported to the Legal Division and a revised title opinion should be requested.

5. Unreleased Oil & Gas Lease (dated November 30, 1942, to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company):

Oil & Gas Lease dated November 30, 1942, Lease Book 30 page 376, from F.L. Agee and Ada Pryor Agee, his wife, to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 227.63 acres for a primary term of 5 years commencing November 30, 1942.

as extended by:

(a) Oil & Gas Lease dated July 17, 1947, Lease Book 36 page 401, from F.L. Agee and Ada Pryor Agee, his wife, to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 227.63 acres for a primary term of 10 years commencing November 29, 1947.

as extended by:

(b) Oil & Gas Lease dated March 23, 1956, Lease Book 47 page 393, from Agee Department Stores, Inc. to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 227.63 acres for a primary term of 10 years commencing November 29, 1957.

(continued on next page)

as extended by:

(c) Oil & Gas Lease dated November 6, 1967, Lease Book 55 page 274, from Agee Department Stores, Inc. to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 227.63 acres for a primary term of 10 years commencing November 29, 1967.

Assignments:

(d) By Assignment dated May 1, 1970, Assignment Book 15 page 40, Owens-Illinois, Inc. and Libbey-Owens-Ford Company, Ohio corporations, (successors to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company), assigned numerous leases (including the above lease) to Industrial Gas Corporation, a Delaware corporation.

NOTE: The Assignors in the above Assignment reserved an overriding royalty of three cents per mcf from "new" wells on the assigned leased premises and one cent per mcf from "existing" wells.

(e) By Assignment dated June 8, 1979 (effective June 1, 1979), Assignment Book 18 page 470, Industrial Gas Corporation, a Delaware corporation, assigned numerous leases (including the above lease) to Tug Fork Corporation, a Delaware corporation.

(f) By Assignment dated August 1, 1980, Assignment Book 19 page 61 and re-recorded in Assignment Book 19 page 189, Tug Fork Corporation, a Delaware corporation, assigned numerous leases (including the above lease) to AED (now COGC).

NOTE: Satisfy yourself that no well was ever drilled on the above lease dated November 30, 1942 (as extended), or that there has not been a well on the subject leased premises of 227.63 acres, that was producing after December 12, 1977 (date of the Oil & Gas Lease to R.H. Adkins, see paragraph 6 below); otherwise, COGC might be liable for the payment of the overriding royalty that was reserved in the above Assignment dated May 1, 1970, to Industrial Gas Corporation.

6. Unreleased Oil & Gas Lease (dated December 12, 1977, to R.H. Adkins):

Oil & Gas Lease dated December 12, 1977, Lease Book 61 page 532, from Agee Department Stores, Inc. to R.H. Adkins, covering 227.63 acres for a primary term of 3 years commencing December 12, 1977.

as extended by:

Oil & Gas Lease dated December 14, 1980, Lease Book 62 page 440, from Agee Department Stores, Inc. to R.H. Adkins, covering 227.63 acres for a primary term of 3 years commencing December 14, 1980.

NOTE: A proper release of the above lease (as extended) should be obtained and recorded in Wayne County, West Virginia.

7. Unreleased Oil & Gas Lease (dated November 30, 1983, to Allegheny & Western Energy Corporation):

Oil & Gas Lease dated November 30, 1983, Lease Book 64 page 280, from Agee Department Stores, Inc. to Allegheny & Western Energy Corporation, covering 227.63 acres for a primary term of 3 years commencing November 30, 1983.

NOTE: A proper release of the above lease should be obtained and recorded in Wayne County, West Virginia.

8. Recommendation concerning the possibility of an Overriding Royalty:

See paragraph 5(d) and Note thereunder on page 11 hereof. Also see paragraph 5(f) and Note thereunder on page 11 hereof.

It is recommended that a proper investigation be made to determine whether the overriding royalty set out in the NOTE under paragraph 5(d) on page 11 hereof, should (or should not) be paid.

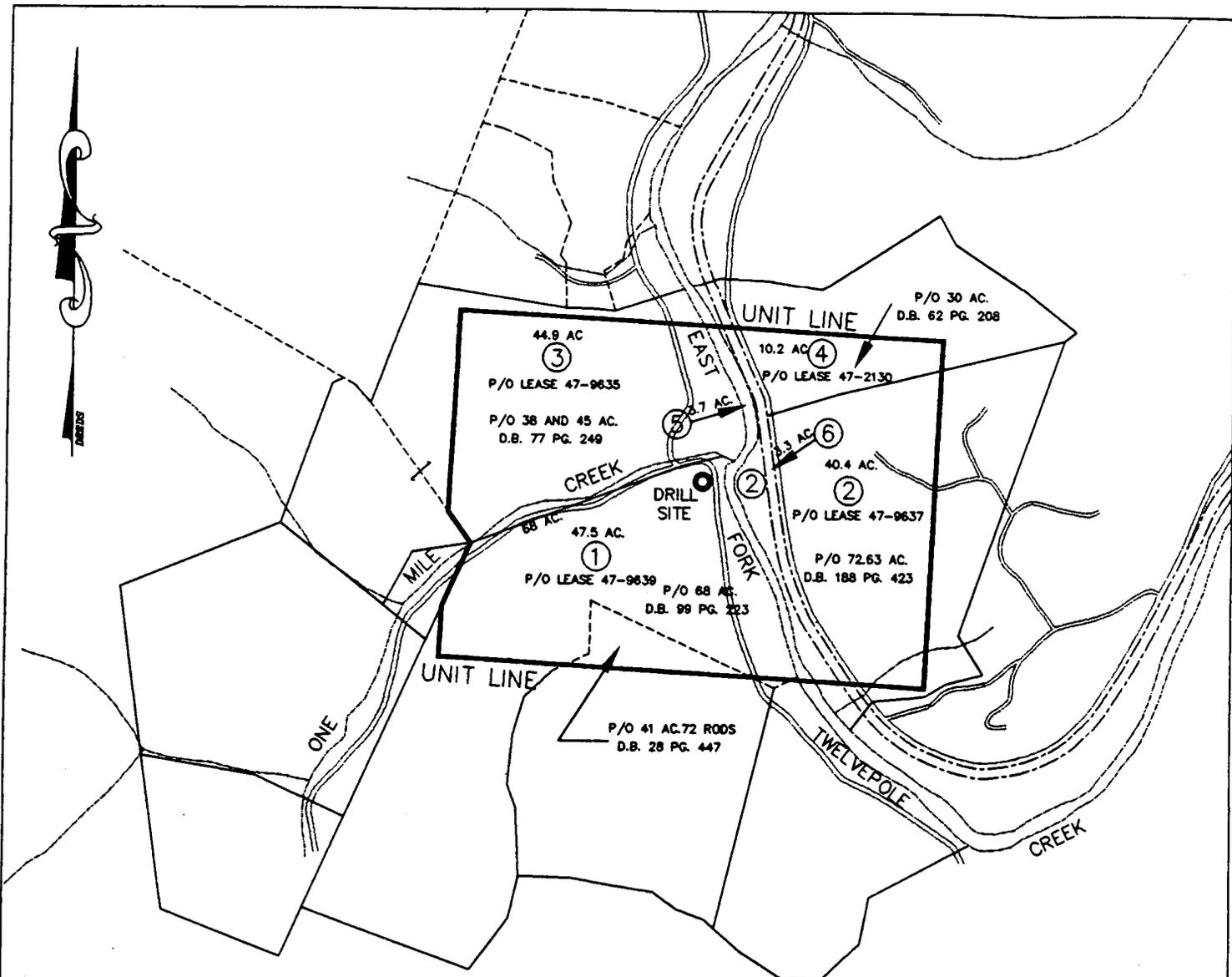
VII. LIMITATIONS OF THIS TITLE OPINION

1. This is a Unit Title Opinion on the oil and gas ownership only and does not include an examination of the records in the said County Clerk's Office for matters pertaining to the coal and other minerals (except oil and gas) and any matters pertaining to the coal and other minerals (except oil and gas) mentioned herein, if any, are furnished as matters of information only.

2. Liens, encumbrances, easements, delinquent taxes, outsales, leases, title defects and irregularities, etc., affecting the "surface only" (and not affecting the oil and gas ownership) are not reported in this title opinion (except that the names of the current owners of the "surface" are reported in SECTION II commencing on page 4 hereof).

3. Only title irregularities, defects, outsales, unreleased liens and other matters of record, adversely affecting the oil and gas ownership, that in the opinion of the undersigned examining attorney are considered to require curative action, are reported in this Unit Title Opinion.

William A. Morton  
William A. Morton  
Attorney at Law



**NOTE**

THE PROPERTY LINES SHOWN HEREON ARE PLOTTED FROM VARIOUS DEEDS OF RECORD. MANY OF THESE DEEDS ARE POORLY WRITTEN AND/OR CONTAIN ERRORS. THIS PLAT IS SUBJECT TO THESE DEEDS AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.

**OIL AND GAS TRACTS INCLUDED IN UNIT**

- ① 47.5 AC. OF LEASE NO. 47-9639 CONTAINING 176 AC. FROM AGEE, ET AL, L.B. 65 PG. 585, 587, 590 AND 593
- ② 40.4 AC. OF LEASE NO. 47-9637. CONTAINING 238 AC., OF WHICH PART OF A 72.63 AC. TRACT WITHIN THE 238 AC. LEASE IS UNITIZED, FROM AGEE, ET AL L.B. 65 AT PAGES 563, 566, 568 AND 571
- ③ 44.9 AC. OF LEASE NO. 47-9635 CONTAINING 172 AC. HELEN K. MATTHEWS, WIDOW ET AL. L.B. 65 AT PAGES 513, 516, 519, 522, 525, 528, 560 AND 765
- ④ 10.2 AC. OF LEASE NO. 47-2130 CONTAINING 30 AC. WALTER H. FERGUSON, ET UX, L.B. 65 PG. 511
- ⑤ 3.7 AC. OF THE PROPERTY OF THE STATE OF WEST VIRGINIA WITHIN THE EAST FORK OF TWELVEPOLE CREEK
- ⑥ 3.3 AC. OF THE NORFOLK & SOUTHERN CORPORATION, RAILROAD RIGHT OF WAY, 60' WIDE, D.B. 73 PG. 239

**EXHIBIT "A"**

TO ACCOMPANY UNIT TITLE OPINION NO. 96-999 FOR  
**CABOT OIL & GAS CORPORATION**

SHOWING THE OIL AND GAS INTERESTS WITHIN THE  
**AGEE NO. 3 DRILLING UNIT**

**CONTAINING 150 ACRES**

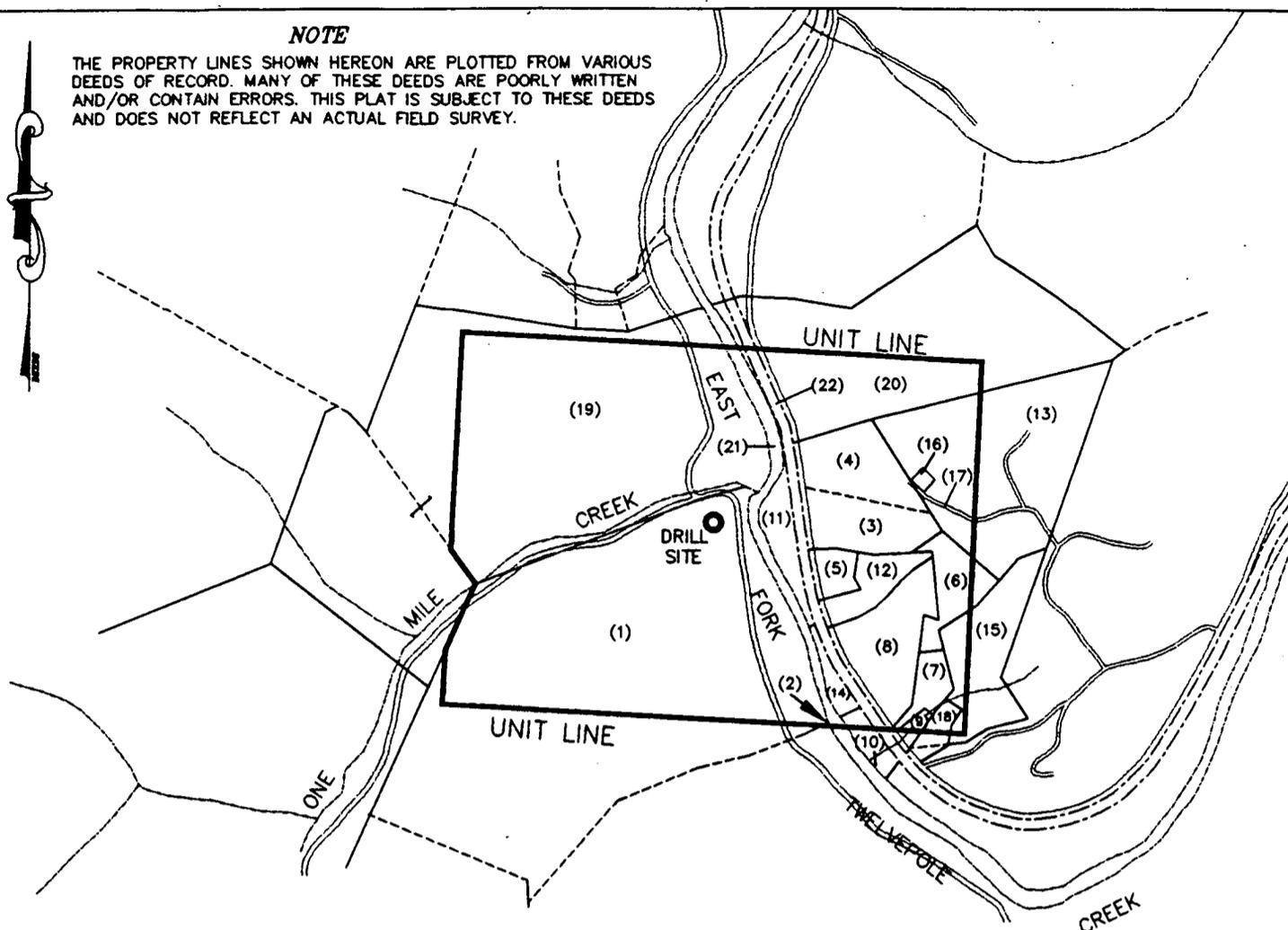
LOCATED ON

**ONE MILE CREEK & EAST FORK OF TWELVE POLE CREEK**  
**STONEWALL AND UNION DISTRICTS**                      **WAYNE COUNTY, WV.**

SCALE 1" = 1000'                      JULY, 1996

**NOTE**

THE PROPERTY LINES SHOWN HEREON ARE PLOTTED FROM VARIOUS DEEDS OF RECORD. MANY OF THESE DEEDS ARE POORLY WRITTEN AND/OR CONTAIN ERRORS. THIS PLAT IS SUBJECT TO THESE DEEDS AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.



**SURFACE TRACTS INCLUDED IN UNIT**

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-9639**

- (1) TM 10-7 BAZIL AND JO ANN WALLACE, HIS WIFE, 75 AC. D.B. 531 PG. 217
- (2) TM 10-9 HERBERT O. AND JUDY TOPPING, HIS WIFE 30 AC. D.B. 571 PG. 48

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-9737**

- (3) TM 10-1 NORMAN AND JETTIE RATLIFF, HIS WIFE, 5.55 AC. D.B. 543 PG. 430
- (4) TM 10-1.1 OPAL MARIE HATFIELD, 5.55 AC. D.B. 351 PG. 377
- (5) TM 10-2 DON AND EVELYN TONEY, HIS WIFE, 1.3 AC. D.B. 298 PG. 371
- (6) TM 10-3 KAREN BLANKENSHIP, 2.929 AC. D.B. 455 PG. 57
- (7) TM 10-3.1 LARRY NEWTON AND DOTTIE LOU BLANKENSHIP, HIS WIFE, 1.1 AC. D.B. 369 PG. 27
- (8) TM 10-3.2 SALLY B. AND SHERMAN L. MOORE, HER HUSBAND, 7.09 AC. D.B. 400 PG. 190
- (9) TM 10-3.3 JACQUELINE J. WAGGONER, 18,980 SQ. FT. (0.44 AC.) D.B. 328 PG. 102
- (10) TM 10-3.4 ELENOR B. FRY, 1.26 AC. D.B. 435 PG. 381
- (11) TM 10-3.5 DON R. AND EVELYN TONEY, HIS WIFE, 2.55 AC. D.B. 425 PG. 482
- (12) TM 10-3.6 DON R. AND EVELYN TONEY, HIS WIFE, 2.36 AC. D.B. 425 PG. 482
- (13) TM 10-3.7 ZELMA RUTH McCOY, 21.5435 AC. LESS R/W, W.B. 29 PG. 728, D.B. 469 PG. 149
- (14) TM 10-3.8 ELENORE B. FRY, 1.171 AC. D.B. 508 PG. 669
- (15) TM 10-3.9 ZELMA McCOY, 1.22 AC. D.B. 519 PG. 744
- (16) TM 10-3.10 TOWN OF WAYNE, 0.2365 AC. & 10' STRIP D.B. 519 PG. 735
- (17) TM 10-8 ZELMA McCOY, LIFE ESTATE, REMAINDER TO KESHA McCOY 17.15 AC. LESS LOT 200'X100', D.B. 486 PG. 660
- (18) TM 10-8.1 JACQUELINE WAGGONER, 1.18 AC. D.B. 380 PG. 124

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-9635**

- (19) TM 34-18 CLYDE J. MATTHEWS ET AL, 38 AC. & 45 AC. W.B. 9 PG. 119, D.B. 77 PG. 249

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-2130**

- (20) TM 34-22 WALTER H. AND SYLVIA FERGUSON, HIS WIFE, 30 AC. D.B. 477 PG. 344, TRACT 1

**SURFACE TRACTS NOT UNDER LEASE**

- (21) TM STATE OF WEST VIRGINIA, 12 POLE CREEK, 3.7 AC. IN UNIT, NO DEED
- (22) TM NORFOLK & SOUTHERN CORP. 3.3 AC. OF A 60' RAILROAD RIGHT OF WAY D.B 73 PG. 239

**EXHIBIT "B"**

TO ACCOMPANY UNIT TITLE OPINION NO. 96-999 FOR  
**CABOT OIL & GAS CORPORATION**

SHOWING THE SURFACE INTERESTS WITHIN THE  
**AGEE NO. 3 DRILLING UNIT**

**CONTAINING 150 ACRES**

LOCATED ON

**ONE MILE CREEK & EAST FORK OF TWELVE POLE CREEK**  
**STONEWALL AND UNION DISTRICTS WAYNE COUNTY, WV.**

SCALE 1" = 1000' JULY, 1996

DB 568 p 221

RECORDED  
PAGE/PAGE : 568- / 221-  
WAYNE COUNTY COMMISSION  
DATE/TIME RECORDED: 11/21/1994 09:10:32:00  
INST #: 33897 TYPE: DEED  
CLERK OF THE COUNTY COMMISSION  
TOTAL Recd/Due: 12.50  
05

DEED

THIS DEED made the 20th day of October, 1994, by and between ERLE PETTUS, JR., CO-TRUSTEE OF TRUST ESTATE A UNDER THE LAST WILL AND TESTAMENT OF ELEANOR A. PETTUS, deceased, ERLE PETTUS, III, CO-TRUSTEE OF TRUST ESTATE A UNDER THE LAST WILL AND TESTAMENT OF ELEANOR A. PETTUS, deceased, ERLE PETTUS, JR., CO-EXECUTOR OF THE ESTATE OF ELEANOR A. PETTUS, deceased, and ERLE PETTUS, III, CO-EXECUTOR OF THE ESTATE OF ELEANOR A. PETTUS, deceased, parties of the first part, Grantors, and ERLE PETTUS, III, SUZANNE PETTUS CARTMELL, and JEFFREY HUMES PETTUS, parties of the second part, Grantees.

WHEREAS, Eleanor A. Pettus, hereinafter referred to as the "Decedent", was a resident of Jefferson County, Alabama and died testate on the eighteenth day of May, 1993; and

WHEREAS, the Last Will and Testament of the Decedent, hereinafter referred to as the "Will", was admitted to probate in the Probate Court of Jefferson County, Alabama on the twenty-fourth day of May, 1994 and is of record in Judicial Record, Volume 1229, at Page No. 625; and

WHEREAS, an authenticated copy of the Will is of record in the Office of the Clerk of the County Commission of Wayne County, West Virginia in Will Book 33, at Page No. 730; and

WHEREAS, Erle Pettus, Jr. and Erle Pettus, III are the duly qualified and acting Co-Executors of the Estate of the Decedent; and

WHEREAS, a certified copy of the executor's certificate for Erle Pettus, Jr. and Erle Pettus, III is attached to this Deed as Exhibit A; and

WHEREAS, Erle Pettus, Jr. is the surviving spouse of the Decedent; and

WHEREAS, Erle Pettus, III, Co-Executor of the Estate of Eleanor A. Pettus, pursuant to the terms of paragraph (c) of Article III of the Will, has allocated the property hereby conveyed to Trust Estate A under the Will; and

WHEREAS, Erle Pettus, Jr. and Erle Pettus, III are the duly qualified and acting Co-Trustees of Trust Estate A under the Will of Eleanor A. Pettus; and

WHEREAS, paragraph (c) of Article III of the Will devised the residue of the estate of the decedent to Erle Pettus, Jr., Co-Trustee of Trust Estate A under the Will of Eleanor A. Pettus and

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Return to: Terri L. Copley, Legal Assistant  
P.O. Box 2688, Huntington, WV 25726

NOV 22 1994

Erle Pettus, III, Co-Trustee of Trust Estate A under the Will of Eleanor A. Pettus;

WHEREAS, Erle Pettus, Jr. filed a Disclaimer by Erle Pettus, Jr. of any interest he may otherwise have had in "Trust Estate A" Under the Will of Eleanor A. Pettus, hereinafter referred to as the "Disclaimer", with the Probate Court of Jefferson County, Alabama on the sixteenth day of December, 1993, an authenticated copy of which is attached to this Deed as Exhibit B.

WHEREAS, paragraph (e) of Article III of the Will provides that in the event Erle Pettus, Jr. disclaims his interest in Trust Estate A, the property of Trust Estate A is to be paid over and distributed free of trust to those persons entitled to take under the provisions of Trust Estate A as if the husband of the Decedent had died on the date of delivery of the Disclaimer.

WHEREAS, Erle Pettus, III, Suzanne Pettus Cartmell, and Jeffrey Humes Pettus have all attained the age of twenty-one (21) years, are the sole surviving issue of Erle Pettus, Jr., and are the sole beneficiaries of Trust Estate A.

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the Grantors do hereby GRANT and CONVEY unto each of the Grantees, as tenants in common, a one-third (1/3) undivided interest in the undivided one-fourth (1/4) interest of the Decedent in all of the mineral in and underlying those certain pieces or parcels of real estate situate in Stonewall and Union Districts in Wayne County, West Virginia, more particularly bounded and described as follows, to-wit:

1. The mineral underlying that certain tract, piece or parcel of real estate situate, lying and being on Eds Branch, in Stonewall District, Wayne County, West Virginia, and bounded and described as follows:

BEGINNING at a corner and to a white oak on the Watson line; thence leaving Watson line S. 16 W. 48 poles to a white oak; S. 22 E. 34 poles to a white oak and two black oaks corner to a survey made by John Osburn, and with the same S. 41 W. 40 poles to two hickories; S. 65 W. 104 poles to 2 pines; thence leaving the same N. 42 W. 38 poles to a sourwood and hickory corner to a survey made by James Ferguson and with the same N. 52 E. 40 poles to an ash, hickory and ironwood; N. 24 W. 60

to a beech and white oak on a hillside; thence leaving the same with a line between Edmund Osburn and Samuel Ferguson, deceased, to a corner to a black oak, thence leaving the same turning with a marked line in an easterly direction to a corner on a Maple at the forks of a small drain; thence to two corners on a small white oak on a point; thence turning with fence to the branch that E. Osburn now lives on a corner and a dogwood and hickory; thence up a branch to a corner on ash; thence to a corner on a dead white oak and the Watson line; and with the same to BEGINNING, containing 90 acres, be the same more or less.

2. The mineral underlying that certain tract, piece or parcel of real estate situate, lying and being in Stonewall District, Wayne County, West Virginia, bounded and described as follows:

BEGINNING at a large chestnut near the mouth of Two Mile Creek, corner to Wallace Baisden, thence S. 62° 30' W. 45 poles to a stake, S. 14° W. 16-1/2 poles to a stake, S. 52° W. 19-1/2 poles to a stake on top of a high knob corner to Wallace Baisden and John Skeans lines and with line of said Skeans, S. 16° 30' E. 28-1/2 poles to a hickory and small white oak; thence S. 58° 45' E. 46 poles to a stake corner to school house road at Branch; thence down the branch three poles to the Watson line and with the Watson line down to Two Mile Creek to the Bailey land, where the Watson land leaves the old Two Mile Road; thence down Two Mile with said road to the Burgess land known as the Two Mile Bottom; and with the line of same to the BEGINNING, containing 70-1/4 Acres, more or less.

3. The mineral underlying the following tracts or parcels of real estate to-wit:

(a) All that certain tract, piece or parcel of real estate situate on Two Mile Branch of Twelve Pole Creek, in Stonewall District, Wayne County, West Virginia, and described therein as follows:

BEGINNING at a chestnut on a hill side N. 64° W. 4 poles to a stake at the creek N. 17° W. 12-1/2 poles to a beech and rock, N. 77° W. 38

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poles to a hickory, N. 6° W. 10 poles to a white oak, N. 51° 50' W. 63 poles to a white oak, N. 80° W. 29 poles to 2 hickories and white oak on a ridge corner to H.K. Marshall and with same N. 70° 15' E. 14-1/2 poles to a hickory and white oak, N. 26° 50' E. 39 poles to a chestnut oak corner to Marshall and leaving same and with Stuart Price's reverse line N. 37° 30' E. 24-1/2 poles to a hickory on a flat ridge N. 15° 30' E. 17 poles to 3 chestnuts on a high knob, S. 85° 15' E. 19-3/4 poles to 3 small white oaks on a point S. 73° E. 3-1/3 poles to a large chestnut oak on a stony point, S. 69° 30' E. 9-1/3 poles to a black oak S. 79° 30' E. 14-1/2 poles to a chestnut oak on a ridge, S. 71° 15' E. 5-1/2 poles to a chestnut oak, S. 50° E. 11-1/2 poles to a white oak S. 68° 45' E. 12 poles to a hickory and white oak on a knob, S. 33° 30' E. 12-1/4 poles to a black oak, S. 56 E. 13-1/3 poles to a stake on a ridge, S. 87° 15' E. 15 poles and four links to a stone on a high knob, thence leaving Price's line S. 16° 30' E. 28-1/2 to a hickory and small white oak, S. 50° 45' E. 46 poles to a stake at school house lot, thence running southeast course and crossing Two Mile Creek with Alexander Lett's line 64 poles to a stake N. 77° 45' W. 53 poles to a small white oak where a beech stood above an old road, S. 31 E. 11-1/2 poles to the BEGINNING, containing 111-3/8 acres, be the same more or less.

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(b) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, in Wayne County, West Virginia, and described as follows:

BEGINNING at a large chestnut standing on the bank of Twelve Pole river near the mouth of Two Mile Creek, thence S. 62° 30' W. 45 poles to a stone S. 140 W. 16-1/2 poles to a stake, S. 52° W. 19-1/2 poles to a stone on top of a high knob N. 87° 15' W. 15 poles and four links to a stake on a ridge N. 33° 30' W. 12-1/2 poles to a hickory and white oak; N. 68° 45' W. 12 poles to a white oak on a ridge; N. 50° W. 11-1/2 poles to a chestnut oak on a ridge; N. 71° W. 5-1/2 poles to a chestnut oak on a ridge; N. 79° 30' W. 14-1/2 poles to a black oak on a point N. 69° 30' W. 9-1/3 poles to a large chestnut oak on a stony point; N.

73° W. 5-1/3 poles to 3 small white oaks on a point; N. 85° 15' W. 19-3/4 poles to three chestnuts on a high knob S. 15° 30' W. 17 poles to a hickory on a flat ridge; S. 37° 30' W. 24-1/2 poles to a stake on a ridge; N. 68° 30' W. 67-1/2 poles to a stake corner to H.K. Marshall's land; N. 25° E. 137-1/2 poles to a poplar stump where a poplar and lynn stood, corner to the Joseph Dean survey and with same N. 62° E. 84 poles to a beech and gum (gone); thence N. 70 E. 15 poles to an elm and mulberry near the mouth of One Mile Creek, thence up Twelve Pole River with its meanders 176-1/4 poles to the BEGINNING, containing 176-7/6 acres, be the same more or less.

(c) Those two certain tracts, pieces or parcels of real estate situate on Two Mile creek, Wayne County, West Virginia, described as follows:

First Tract, 35 acres: BEGINNING at a white oak stump corner to the lands formerly owned by T. J. Stephens, L.S. Ferguson and Edmund Osburn near the old road running with same an eastern course to the corner of a hill field fence where there is a spring; thence with said fence a southern course to a corner of said field; thence a southern course a straight line running square with the west side of the hill to the Watson line; thence west with said line to a corner of the Edmund Osburn lands formerly owned by G. W. Davis, thence with an open line to the BEGINNING.

Second Tract, 8 acres: BEGINNING at a stake near the ford in Two Mile Creek opposite Joda Lette's house, thence up Two Mile with south side of road to the Bailey or Watson line thence east with same to what is known as Kendrick land and with the same to what is known as C.M. Watts or Walker lands and with the same to the BEGINNING.

(d) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, Wayne County, West Virginia, described as follows:

BEGINNING at a chestnut standing on the bank of the left Fork of Twelve Pole at the mouth of a small drain and corner to Joseph Dean's

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land; thence up the drain N. 64 E. 31 poles to a beech in the forks of the drain N. 72 E. 68.7 poles to a maple; S. 17° 30' W. 127 poles to an elm bush; thence S. 36° 45' E. 15.4 poles to a post in a ridge; thence S. 80 W. 13.6 poles to a hickory; S. 62° 30' W. 10.4 poles to a hickory in old grave yard; S. 78 W. 23.9 poles to a head wall to a culvert; S. 41° 30' W. 13.5 poles to a willow near mouth of drain corner at mouth of Hutchinson's Branch on the bank of the left fork of Twelve Pole; thence with the meanders of Twelve Pole to the place of BEGINNING, containing 72.63 acres, more or less.

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(e) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, in Wayne County, West Virginia, described as follows:

BEGINNING at a willow at the mouth of Hutchinson's Branch N. 11° 30' E. 13-5/10 rods to the head wall of culvert, N. 78 E. 23-9/10 rods to hickory in old grave yard; thence N. 62° 30' E. 10-4/5 rods to a hickory; thence N. 80 E. 13-1/6 rods to a post on ridge; N. 36° 45' W. 15-4/10 rods to an elm bush, N. 17 30 E. 127 rods to a maple on the Dean line; N. 72 E. 23-3/10 rods to a fallen pine and with the Dean line to 3 chestnut oak sprouts on ridge corner to Frankie Jackson land; thence down the hill S. 31° 30' W. 77-1/2 poles to Water Birch and Willow stub on bank of 12 Pole, thence down 12 Pole with its meanders to the BEGINNING.

(f) Such interest as was owned by F.L. Agee in a certain tract of land situate on Twelve Pole Creek, in said Wayne County, West Virginia, said to contain fifty (50) acres, more or less, the surface of which was conveyed by G. D. Jackson and wife to P.S. and/or Frankie Jackson by deed not recorded in the clerk's office of the county court of said Wayne County, West Virginia, wherefore an exact description of said tract cannot be set out in this conveyance.

And being the same mineral interests conveyed to the Decedent by William F. Agee, Trustee, by Deed dated the 20th day of December, 1991, and recorded in the Office of

the Clerk of the County Commission of Wayne County, West Virginia, in Deed Book 546, at Page No. 655 and further being the same mineral interests devised to the Grantors herein pursuant to the Last Will and Testament of Eleanor A. Pettus which is of record in the Probate Court of Jefferson County, Alabama in Judicial Record, Volume 1229, at Page No. 625 and which is of record in the Office of the Clerk of the County Commission of Wayne County, West Virginia in Will Book 33, at Page No. 730.

The Grantors hereby covenant that they will **WARRANT SPECIALLY** the title to the property hereby conveyed.

The Grantors do hereby declare that this conveyance is not subject to the excise tax imposed by the State of West Virginia upon the privilege of conveying real estate because it is a transfer from a testamentary trust to the beneficiaries of a testamentary trust.

WITNESS the following signatures.

  
Erle Pettus, Jr., Co-Trustee  
of Trust Estate A Under the  
Last Will and Testament of  
Eleanor A. Pettus, deceased

  
Erle Pettus, III, Co-Trustee  
of Trust Estate A Under the  
Last Will and Testament of  
Eleanor A. Pettus, deceased

  
Erle Pettus, Jr., Co-Executor  
of the Estate of Eleanor A.  
Pettus, deceased

  
Erle Pettus, III, Co-Executor  
of the Estate of Eleanor  
A. Pettus, deceased

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This instrument was prepared,  
without examination of title, by:

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JENKINS, FENSTERMAKER, KRIEGER,  
KAYES & FARRELL  
Suite 1100, Coal Exchange Building  
401 Eleventh Street  
Post Office Box 2688  
Huntington, West Virginia 25726  
(304) 523-2100

STATE OF Alabama  
COUNTY OF Jefferson, TO-WIT:

I, Bonnie B. Shelton, a Notary Public in and for the County and State aforesaid, do hereby certify that Earl Pettus, Jr., Co-Trustee of Trust Estate A Under the Will of Eleanor A. Pettus, deceased, whose name is signed to the foregoing writing hereto annexed bearing date the 20th day of October, 1994, has this day acknowledged the same before me.

Given under my hand this 20th day of October, 1994.

96. My commission expires the 18th day of June.

Bonnie B. Shelton  
Notary Public

[AFFIX NOTARIAL SEAL OR STAMP]

STATE OF Alabama  
COUNTY OF Jefferson, TO-WIT:

I, Bonnie B. Shelton, a Notary Public in and for the County and State aforesaid, do hereby certify that Earl Pettus, Jr., Co-Trustee of Trust Estate A ~~Under the Will~~ of Eleanor A. Pettus, deceased, whose name is signed to the foregoing writing hereto annexed bearing date the 20th day of October, 1994, has this day acknowledged the same before me.

Given under my hand this 20th day of October, 1994.

96. My commission expires the 18th day of June.

Bonnie B. Shelton  
Notary Public

[AFFIX NOTARIAL SEAL OR STAMP]

BOOK 568  
PAGE 229

STATE OF California,  
COUNTY OF Santa Barbara; TO-WIT:

BOOK 568  
PAGE 230

I, Julie A. Salinas, a Notary Public in and for the County and State aforesaid, do hereby certify that ~~Earl~~<sup>Eric</sup> Pettus, ~~II~~<sup>III</sup>, Co-Executor of the Estate of Eleanor A. Pettus, deceased, whose name is signed to the foregoing writing hereto annexed bearing date the 20th day of October, 1994, has this day acknowledged the same before me.

Given under my hand this 26th day of October, 1994.

My commission expires the 24th day of October, 1995.



Julie A. Salinas  
Notary Public

[AFFIX NOTARIAL SEAL OR STAMP]

STATE OF California,  
COUNTY OF Santa Barbara; TO-WIT:

I, Julie A. Salinas, a Notary Public in and for the County and State aforesaid, do hereby certify that ~~Earl~~<sup>Eric</sup> Pettus, ~~III~~<sup>III</sup>, Co-Executor of the Estate of Eleanor A. Pettus, deceased, whose name is signed to the foregoing writing hereto annexed bearing date the 20th day of October, 1994, has this day acknowledged the same before me.

Given under my hand this 26th day of October, 1994.

My commission expires the 24th day of February, 1995.



Julie A. Salinas  
Notary Public

[AFFIX NOTARIAL SEAL OR STAMP]

EXHIBIT A  
TO  
DEED  
BY AND BETWEEN  
ERLE PETTUS, JR., CO-TRUSTEE OF TRUST A  
UNDER THE LAST WILL AND TESTAMENT OF  
ELEANOR A. PETTUS, DECEASED, ERLE PETTUS, JR.,  
CO-EXECUTOR OF THE ESTATE OF ELEANOR A. PETTUS, DECEASED,  
AND ERLE PETTUS, III, CO-EXECUTOR OF THE ESTATE OF  
ELEANOR A. PETTUS, DECEASED,  
PARTIES OF THE FIRST PART, GRANTORS.

AND

ERLE PETTUS, III, SUZANNE PETTUS CARTMELL,  
AND JEFFREY HUMES PETTUS,  
PARTIES OF THE SECOND PART, GRANTEES.

BOOK 568  
PAGE 231

LETTERS TESTAMENTARY

PROBATE - 60

IN THE MATTER OF THE ESTATE OF

IN THE PROBATE COURT OF  
JEFFERSON COUNTY,  
ALABAMA

ELEANOR A. PETTUS

Deceased

CASE NO. 144241

LETTERS TESTAMENTARY

BE IT REMEMBERED AND MADE KNOWN TO ALL WHOM IT MAY CONCERN:

That the will of the above-named deceased having been duly admitted to record in said County, Letters Testamentary are hereby granted to Erle Pettus, Jr. and Erle Pettus, III

Execut ORS named in said will, who ha ve complied with the requisitions of law and who are authorized to take upon themselves the execution of such will.

Witness my hand this date, May 24, 1993

(SEAL)

GEORGE R. REYNOLDS  
Judge of Probate

I, Peggy A. Proctor, Chief Clerk of the Court of Probate of Jefferson County, Alabama, hereby certify that the foregoing is a true, correct and full copy of the Letters Testamentary issued in the above-styled cause as appears of record in said Court. I further certify that said Letters are still in full force and effect.

Witness my hand and seal of said Court this date, October 26 1994

Peggy A. Proctor  
Chief Clerk

EXHIBIT B

TO  
DEED

BY AND BETWEEN

ERLE PETTUS, JR., CO-TRUSTEE OF TRUST A  
UNDER THE LAST WILL AND TESTAMENT OF  
ELEANOR A. PETTUS, DECEASED, ERLE PETTUS, JR.,  
CO-EXECUTOR OF THE ESTATE OF ELEANOR A. PETTUS, DECEASED,  
AND ERLE PETTUS, III, CO-EXECUTOR OF THE ESTATE OF  
ELEANOR A. PETTUS, DECEASED,  
PARTIES OF THE FIRST PART, GRANTORS,

AND

ERLE PETTUS, III, SUZANNE PETTUS CARTMELL,  
AND JEFFREY HUMES PETTUS,  
PARTIES OF THE SECOND PART, GRANTEEES.

BOOK 508  
PAGE 233

IN THE MATTER OF THE )  
ESTATE OF ELEANOR A. )  
PETTUS, DECEASED. )

IN THE PROBATE COURT OF )  
JEFFERSON COUNTY, ALABAMA )  
CASE NO. 144241 )

DISCLAIMER BY ERLE PETTUS, JR. OF  
ANY INTEREST HE MAY OTHERWISE HAVE  
HAD IN "TRUST ESTATE A" UNDER  
THE WILL OF ELEANOR A. PETTUS

WHEREAS, Eleanor A. Pettus (hereinafter "the Decedent"), a resident of Jefferson County, Alabama, died on May 18, 1993;

WHEREAS, the Decedent was survived by her husband, Erle Pettus, Jr., and by three children, Erle Pettus III, Suzanne P. Cartmell, and Jeffrey H. Pettus;

WHEREAS, the Decedent left a last will and testament dated September 11, 1984, which will was duly admitted to probate in the Probate Court of Jefferson County, Alabama on May 24, 1993;

WHEREAS, Article III, paragraph (e) of the will of the Decedent provides that the balance of the property remaining in the Decedent's residuary estate after establishment of a so-called "Marital Share" and the payment of certain taxes, debts, and expenses, is to be held as the family trust designated as "Trust Estate A";

WHEREAS, under Article III, paragraph (d) of the will, the Decedent's husband, Erle Pettus, Jr., is given a lifetime interest in the income and principal of Trust Estate A;

WHEREAS, Article III, paragraph (e) of the will provides that the Decedent's husband "may disclaim ..., in whole

2.

or in part, any interest in property constituting ... Trust Estate A" and that "the whole or the part of the property so disclaimed shall be paid over and distributed, free of trust, to those persons entitled to take under the provisions of Trust Estate A as if [the Decedent's] husband had died on the date of delivery of such disclaimer ....";

WHEREAS, the Decedent's husband has not accepted any interest in or benefit from said Trust Estate A or from any property constituting said Trust Estate A;

WHEREAS, the Decedent's husband is desirous of renouncing and disclaiming any interest he may otherwise have had in Trust Estate A, including the principal and income thereof, and including any property constituting said Trust Estate A, all in accordance with Article III, paragraph (e) of the Decedent's will.

NOW, THEREFORE, in consideration of the foregoing, the undersigned, Erle Pettus, Jr., does hereby forever renounce and disclaim any interest he might otherwise have had in Trust Estate A under the Decedent's will, including the principal and income thereof, and including any property constituting said Trust Estate A, all in accordance with Article III, paragraph (e) of the Decedent's will.

The disclaimer herein made is intended to constitute a "qualified disclaimer" as defined in § 2518(b) of the Internal Revenue Code, as amended.

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IN WITNESS WHEREOF, I have executed this instrument on  
this the 13<sup>th</sup> day of December, 1993.

WITNESSES:

Kitty Lewis

Erle Pettus, Jr.  
ERLE PETTUS, JR.

Barbara L. Tanne

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Jeanine Nadson, a Notary Public in  
and for said state and county, hereby certify that Erle Pettus,  
Jr., whose name is signed to the foregoing instrument and who is  
known to me, acknowledged before me, on this day that, being  
informed of the contents of said instrument, he executed the same  
voluntarily on the day the same bears date.

Given under my hand and seal this 13<sup>th</sup> day  
of December, 1993.

Jeanine Nadson  
Notary Public

Accepted and received the above Disclaimer this 13<sup>th</sup> day of  
December, 1993.

Erle Pettus, Jr.  
Erle Pettus, Jr., as an Executor of  
the Estate of Eleanor A. Petus,  
Deceased

Accepted and received the above Disclaimer this 15<sup>th</sup> day of  
December, 1993.

Erle Pettus, III  
Erle Pettus, III, as an Executor of  
the Estate of Eleanor A. Petus,  
Deceased

**The State of Alabama**  
JEFFERSON COUNTY

**PROBATE COURT**

I, Peggy A. Proctor, Chief Clerk of the Court of Probate, in and for said County in said State hereby certify that the foregoing contains a full, true and correct copy of the \_\_\_\_\_

Disclaimer By Erle Pettus, Jr.

in the matter of \_\_\_\_\_ Estate of Eleanor A. Pettus, deceased

as the same appears on file and of record, in this office.

BOOK 568

PAGE 237

Given under my hand and seal of said Court, this  
the 28 day of October, 19 94

*Peggy A. Proctor*

Chief Clerk

**WEST VIRGINIA, WAYNE COUNTY CLERK'S OFFICE**

This instrument was this day presented in my office, and thereupon together with the certificate thereto annexed, is admitted to record.

NOV 21 1994

*Robert E. Pasley*

Clerk

By *Shirley A. Oslun*

Deputy

✓

DB 546-655

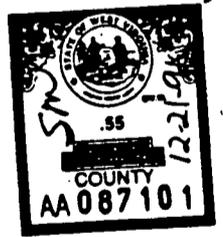
THIS DEED made the 20th day of December, 1991, by and between WILLIAM F. AGEE, TRUSTEE of that Certain Liquidating Trust Agreement by and Between Eleanor A. Pettus, Kathryn A. Atkins, Robert W. Agee and William F. Agee, Dated the 13th Day of December, 1988, party of the first part, Grantor, and ELEANOR A. PETTUS, (THE FIRST HUNTINGTON NATIONAL BANK, TRUSTEE, under Agreement executed by Kathryn A. Atkins,) ROBERT W. AGEE and WILLIAM F. AGEE, parties of the second part, Grantees.

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the said party of the first part does hereby GRANT and CONVEY unto each of the said parties of the second part, as tenants in common, a one-fourth undivided interest in all of the mineral in and underlying those certain pieces or parcels of real estate situate in Stonewall and Union Districts in Wayne County, West Virginia, more particularly bounded and described as follows, to-wit:

1. The mineral underlying that certain tract, piece or parcel of real estate situate, lying and being on Eds Branch, in Stonewall District, Wayne County, West Virginia, and bounded and described as follows:

BEGINNING at a corner and to a white oak on the Watson line; thence leaving Watson line S. 16 W. 48 poles to a white oak; S. 22 E. 34 poles to a white oak and two black oaks corner to a survey made by John Osburn, and with the same S. 41 W. 40 poles to two hickories; S. 65 W. 104 poles to 2 pines; thence leaving the same N. 42 W. 38 poles to a sourwood and hickory corner to a survey made by James Ferguson and with the same N. 52 E. 40 poles



BOOK 546  
PAGE 655

DEC 23 1991

7252 NM, vof...  
8095 X00.00

RECORDED  
Book/Page 546 / 655-02  
WAYNE COUNTY COMMISSION  
DATE/TIME RECORDED: 12/21/1991 11:00:55:00  
INST # 7182 TYPE: DEED  
CLERK OF THE COUNTY COMMISSION  
Total Asses/Dues?

to an ash, hickory and ironwood; N. 24 W. 60 to a beech and white oak on a hillside; thence leaving the same with a line between Edmund Osburn and Samuel Ferguson, deceased, to a corner to a black oak, thence leaving the same turning with a marked line in an easterly direction to a corner on a Maple at the forks of a small drain; thence to two corners on a small white oak on a point; thence turning with fence to the branch that E. Osburn now lives on a corner and a dogwood and hickory; thence up a branch to a corner on ash; thence to a corner on a dead white oak and the Watson line; and with the same to BEGINNING, containing 90 acres, be the same more or less.

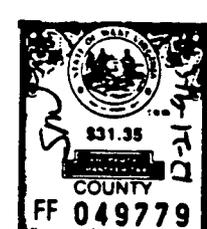
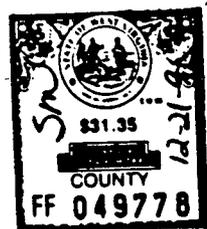
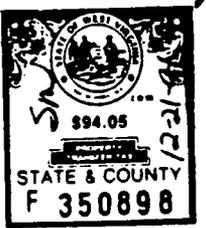
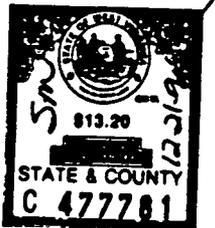
2. The mineral underlying that certain tract, piece or parcel of real estate situate, lying and being in Stonewall District, Wayne County, West Virginia, bounded and described as follows:

BEGINNING at a large chestnut near the mouth of Two Mile Creek, corner to Wallace Baisden, thence S. 62° 30' W. 45 poles to a stake, S. 14° W. 16-1/2 poles to a stake, S. 52° W. 19-1/2 poles to a stake on top of a high knob corner to Wallace Baisden and John Skeans lines and with line of said Skeans, S. 16° 30' E. 28-1/2 poles to a hickory and small white oak; thence S. 58° 45' E. 46 poles to a stake corner to school house road at Branch; thence down the branch three poles to the Watson line and with the Watson line down to Two Mile Creek to the Bailey land, where the Watson land leaves the old Two Mile Road; thence down Two Mile with said road to the Burgess land known as the Two Mile Bottom; and with the line of same to the BEGINNING, containing 70-1/4 Acres, more or less.

3. The mineral underlying the following tracts or parcels of real estate to-wit:

(a) All that certain tract, piece or parcel of real estate situate on Two Mile Branch of Twelve Pole Creek, in Stonewall District, Wayne County, West Virginia, and described therein as follows:

BEGINNING at a chestnut on a hill side N. 64° W. 4 poles to a stake at the creek N. 17° W.



12-1/2 poles to a beech and rock, N. 77 W. 38 poles to a hickory, N. 6° W. 10 poles to a white oak, N. 51° 50' W. 63 poles to a white oak, N. 80° W. 29 poles to 2 hickories and white oak on a ridge corner to H.K. Marshall and with same N. 70° 15' E. 14-1/2 poles to a hickory and white oak, N. 26° 50' E. 39 poles to a chestnut oak corner to Marshall and leaving same and with Stuart Price's reverse line N. 37° 30' E. 24-1/2 poles to a hickory on a flat ridge N. 15° 30' E. 17 poles to 3 chestnuts on a high knob, S. 85° 15' E. 19-3/4 poles to 3 small white oaks on a point S. 73° E. 3-1/3 poles to a large chestnut oak on a stony point, S. 69° 30' E. 9-1/3 poles to a black oak S. 79° 30' E. 14-1/2 poles to a chestnut oak on a ridge, S. 71° 15' E. 5-1/2 poles to a chestnut oak, S. 50° E. 11-1/2 poles to a white oak S. 68° 45' E. 12 poles to a hickory and white oak on a knob, S. 33° 30' E. 12-1/4 poles to a black oak, S. 56 E. 13-1/3 poles to a stake on a ridge, S. 87° 15' E. 15 poles and four links to a stone on a high knob, thence leaving Price's line S. 16° 30' E. 28-1/2 to a hickory and small white oak, S. 50° 45' E. 46 poles to a stake at school house lot, thence running southeast course and crossing Two Mile Creek with Alexander Lett's line 64 poles to a stake N. 77° 45' W. 53 poles to a small white oak where a beech stood above an old road, S. 31 <sup>EW</sup> 11-1/2 poles to the BEGINNING, containing 111-3/8 acres, be the same more or less.

(b) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, in Wayne County, West Virginia, and described as follows:

BEGINNING at a large chestnut standing on the bank of Twelve Pole river near the mouth of Two Mile Creek, thence S. 62° 30' W. 45 poles to a stone S. 14° W. 16-1/2 poles to a stake, S. 52° W. 19-1/2 poles to a stone on top of a high knob N. 87° 15' W. 15 poles and four links to a stake on a ridge, N. 33° 30' W. 12-1/2 poles to a hickory and white oak; N. 68° 45' W. 12 poles to a white oak on a ridge; N. 50° W. 11-1/2 poles to a chestnut oak on a ridge; N. 71° W. 5-1/2 poles to a chestnut oak on a ridge; N. 79° 30' W. 14-1/2 poles to a black oak on a point N. 69° 30' W. 9-1/3 poles

N 56° W  
13 1/3 p to  
AO on  
a ridge

BOOK 546  
PAGE 657

to a large chestnut oak on a stony point; N. 73° W. 5-1/3 poles to 3 small white oaks on a point; N. 85° 15' W. 19-3/4 poles to three chestnuts on a high knob S. 15° 30' W. 17 poles to a hickory on a flat ridge; S. 37° 30' W. 24-1/2 poles to a stake on a ridge; N. 68° 30' W. 67-1/2 poles to a stake corner to H.K. Marshall's land; N. 25° E. 137-1/2 poles to a poplar stump where a poplar and lynn stood, corner to the Joseph Dean survey and with same N. 62° E. 84 poles to a beech and gum (gone); thence N. 70° E. 15 poles to an elm and mulberry near the mouth of One Mile Creek, thence up Twelve Pole River with its meanders 176-1/4 poles to the BEGINNING, containing 176-7/6 acres, be the same more or less.

(c) Those two certain tracts, pieces or parcels of real estate situate on Two Mile creek, Wayne County, West Virginia, described as follows:

First Tract, 35 acres: BEGINNING at a white oak stump corner to the lands formerly owned by T. J. Stephens, L.S. Ferguson and Edmund Osburn near the old road running with same an eastern course to the corner of a hill field fence where there is a spring; thence with said fence a southern course to a corner of said field; thence a southern course a straight line running square with the west side of the hill to the Watson line; thence west with said line to a corner of the Edmund Osburn lands formerly owned by G. W. Davis, thence with an open line to the BEGINNING.

Second Tract, 8 acres: BEGINNING at a stake near the ford in Two Mile Creek opposite Joda Lette's house, thence up Two Mile with south side of road to the Bailey or Watson line thence east with same to what is known as Kendrick land and with the same to what is known as C.M. Watts or Walker lands and with the same to the BEGINNING.

(d) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, Wayne County, West Virginia, described as follows:

BEGINNING at a chestnut standing on the bank of the left Fork of Twelve Pole at the mouth

of a small drain and corner to Joseph Dean's land; thence up the drain N. 64 E. 31 poles to a beech in the forks of the drain N. 72 E. 68.7 poles to a maple; S. 17° 30' W. 127 poles to an elm bush; thence S. 36° 45' E. 15.4 poles to a post in a ridge; thence S. 80 W. 13.6 poles to a hickory; S. 62° 30' W. 10.4 poles to a hickory in old grave yard; S. 78 W. 23.9 poles to a head wall to a culvert; S. 41° 30' W. 13.5 poles to a willow near mouth of drain corner at mouth of Hutchinson's Branch on the bank of the left fork of Twelve Pole; thence with the meanders of Twelve Pole to the place of BEGINNING, containing 72.63 acres, more or less.

(e) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, in Wayne County, West Virginia, described as follows:

BEGINNING at a willow at the mouth of Hutchinson's Branch N. 11° 30' E. 13-5/10 rods to the head wall of culvert, N. 78 E. 23-9/10 rods to hickory in old grave yard; thence N. 62° 30' E. 10-4/5 rods to a hickory; thence N. 80 E. 13-1/6 rods to a post on ridge; N. 36° 45' W. 15-4/10 rods to an elm bush, N. 17 30 E. 127 rods to a maple on the Dean line; N. 72 E. 23-3/10 rods to a fallen pine and with the Dean line to 3 chestnut oak sprouts on ridge corner to Frankie Jackson land; thence down the hill S. 31° 30' W. 77-1/2 poles to Water Birch and Willow stub on bank of 12 Pole, thence down 12 Pole with its meanders to the BEGINNING.

(f) Such interest as was owned by F.L. Agee in a certain tract of land situate on Twelve Pole Creek, in said Wayne County, West Virginia, said to contain fifty (50) acres, more or less, the surface of which was conveyed by G. D. Jackson and wife to P.S. and/or Frankie Jackson by deed not recorded in the clerk's office of the county court of said Wayne County, West Virginia, wherefore an exact description of said tract cannot be set out in this conveyance.

BOOK 546  
PAGE 659

And being the same mineral interests conveyed to the party of the first part by Agee Department Stores, a corporation, by Deed

BOOK 546  
PAGE 660

dated the 22nd day of December, 1988 and of record in the Office of the Clerk of the County Commission of Wayne County, West Virginia in Deed Book 523, at Page 602.

The party of the first part does hereby covenant that he will WARRANT SPECIALLY the title to the property hereby conveyed.

The party of the first part hereby declares that the true and actual value of the interests transferred hereby is, to the best knowledge and belief of the party of the first part, the sum of NINETY THOUSAND DOLLARS (\$90,000.00).

WITNESS the following signature.

*William F. Agee*

William F. Agee, Trustee of Liquidating Trust Agreement by and between Eleanor A. Pettus, Kathryn A. Atkins, Robert W. Agee and William F. Agee, Dated the 13th day of December, 1988

This instrument was prepared, without examination of title, by:

Jenkins, Fenstermaker, Krieger,  
Kayes & Farrell  
Suite 1100, Coal Exchange Building  
Fourth Avenue and Eleventh Street  
Post Office Box 2688  
Huntington, West Virginia 25726

WB 33 p 730

LAST WILL AND TESTAMENT

OF

144241

ELEANOR A. PETTUS

STATE OF ALABAMA)

BOOK 33

JEFFERSON COUNTY)

PAGE 730

Return to:  
Juni Copely  
P.O. 2688  
Hym. W 25726

I, Eleanor A. Pettus, a resident of Jefferson County, Alabama, being of sound mind and disposing memory, do hereby make and publish this my last will and testament, hereby revoking any former will and codicil thereto heretofore made by me.

ARTICLE I: I direct that all of my just debts, including my funeral expenses and expenses of my last illness, be paid by my executors, hereinafter named, as soon after my death as practical.

ARTICLE II: (a) In a letter to my children dated August 29, 1984, I have disposed of certain personal property and that letter is incorporated herein by reference.

(b) I give and bequeath all of my books, pictures, household furniture and furnishings and automobiles to my husband, Erle Pettus, Jr., if he shall survive me, or if he shall not survive me, to my issue surviving me in equal shares per stirpes and not per capita.

ARTICLE III: (a) If my husband, Erle Pettus, Jr., shall survive me, then I give, devise and bequeath to my husband, Erle Pettus, Jr., property constituting the Marital Share as herein defined. The Marital Share shall be an amount equal to the maximum marital deduction allowable in determining the Federal Estate Tax payable by reason of my death (without application of §2602(c)(5)(A) of the Internal Revenue Code relating to "generation skipping" transfers as amended from time to time) minus the value for federal estate tax purposes of all other property or interests in property that pass or have passed to my husband, Erle Pettus, Jr., under other provisions of this will or by operation of law or otherwise apart from this will which are includible as part of my gross estate for federal estate tax purposes and which

RECORDED  
BOOK/PAGE 33- / 730- 01  
WAYNE COUNTY COMMISSION  
DATE/TIME RECORDED: 03/10/1994 08:15:59:00  
INST #: 26764 TYPE: WILL P  
CLERK OF THE COUNTY COMMISSION  
JUNIOR RECORDS

Filed in case No. 24426  
day of May 1993  
For Probate and Administration of the Estate of  
George R. Reynolds  
Clerk of Probate

qualify for the estate tax marital deduction, and minus the amount, if any, required to increase my taxable estate to the largest amount that will, after taking into account the Unified Credit and all other allowable credits, result in no federal estate tax being imposed. In making the computations necessary to determine the amount of the Marital Share, the value of property as finally determined for federal estate tax purposes shall control.

(b) My husband, Erle Pettus, Jr., may disclaim by an irrevocable and unqualified refusal to accept, in whole or in part, any interest in property constituting the Marital Share as provided in Article III(a) as he may specify in an instrument in writing executed and delivered to one of the executors under this last will and testament not later than the date which is nine (9) months after the date of my death; and the whole or the part of the property so disclaimed shall become a part of the Trust Estate A established under Article III(d) of this last will and testament to be held by the trustees thereof subject to all of the terms, provision, power and authority applicable to Trust Estate A. The personal representative of my husband may execute such disclaimer if my husband dies prior to nine (9) months after the date of my death without having executed and delivered such disclaimer. It is my intention that any disclaimer so filed shall constitute a "qualified disclaimer" within the meaning of § 2518, Internal Revenue Code, as amended. If my husband should disclaim any interest in such property, my executors are hereby directed to pay any additional taxes payable by my estate attributable to such disclaimed property from such disclaimed property.

BOOK 33

PAGE 731

(c) My executor, other than my husband, shall have full power and the sole discretion to satisfy this devise and bequest of the Marital Share to my husband wholly or partly in cash or in kind and to select the property which will be transferred and conveyed in satisfaction of the Marital Share; provided, however, that all property so transferred or conveyed in satisfaction of

the Marital Share shall be valued at the value thereof as finally determined for federal estate tax purposes; and provided further that such executor, in order to implement this devise and bequest, shall transfer or convey in satisfaction of the Marital Share, property, including cash, having an aggregate fair market value at the date or dates of distribution amounting to no less than the amount of this devise and bequest as finally determined for federal estate tax purposes; and provided further that there shall not be transferred or conveyed in satisfaction of the Marital Share, any property or the proceeds of any property which will not qualify for the marital deduction. This devise and bequest shall abate to the extent that it cannot be satisfied in an amount hereinabove provided. The exercise of the foregoing power and discretion by such executor shall not be subject to question by or on behalf of any beneficiary. I give, devise and bequeath the balance of property remaining in my residuary estate after the establishment of the Marital Share constituting the marital gift to my husband and the payment of all federal and state estate taxes, income taxes, debts and expenses of administration and other lawful charges against my estate to the trustees hereinafter named, to be held as the family trust designated Trust Estate A.

(d) Trust Estate A. The trustees shall hold the property in Trust Estate A and shall collect the income thereon. The trustees shall pay to my husband, Erle Pettus, Jr., during his lifetime all the income of Trust Estate A annually or in such more frequent installments as may be convenient to him. The trustee, other than my husband, in the absolute and uncontrolled discretion of such trustee, may pay to my husband all or such part of the principal of Trust Estate A as may be necessary for his support, maintenance and health after consideration of his other resources. Upon the death of my husband, Trust Estate A shall terminate and the trust property including the principal and any undistributed net income shall be paid over and distributed, free of

1442-1

trust, to my issue then surviving in equal shares per stirpes and not per capita.

(e) My husband, Erle Pettus, Jr., may disclaim by an irrevocable and unqualified refusal to accept, in whole or in part, any interest in property constituting property of Trust Estate A provided for in Article III(d) as he may specify in an instrument in writing executed and delivered to one of the executors under this my last will and testament not later than the date which is nine (9) months after the date of my death; and the whole or the part of the property so disclaimed shall be paid over and distributed, free of trust, to those persons entitled to take under the provisions of Trust Estate A as if my husband had died on the date of delivery of such disclaimer. The personal representative of my husband may execute such disclaimer if my husband dies prior to nine (9) months after the date of my death without having executed and delivered such disclaimer. It is my intention that any disclaimer so filed shall constitute a "qualified disclaimer" within the meaning of § 2518, Internal Revenue Code, as amended. If my husband should disclaim any interest in such property, my executors are hereby directed to pay any additional taxes payable by my estate attributable to such disclaimed property from such disclaimed property.

ARTICLE IV:

Notwithstanding anything to the contrary, if any property or share, pursuant to provisions of this my last will and testament, or any trust created hereunder, shall become payable or distributable, free of trust, to any person who has not attained the age of 21 years at the time he or she becomes entitled to any property or share, then I give, devise and bequeath the property or share which such individual is entitled to take to the trustees, hereinafter named, to hold such property or share in trust for such individual. The trustees shall hold such property

or share in trust under all the powers and duties granted to the trustees and shall collect and receive the income therefrom and in the absolute and uncontrolled discretion of the trustees may accumulate income for those years during which such individual does not need such income for his or her support, maintenance, education and health, or shall apply for the use of such individual or in the trustees' absolute and uncontrolled discretion shall pay to the guardian or guardians of such individual, or to any person with whom such individual shall at the time be residing, or direct to the person or organization furnishing services, facilities, or goods to such individual, all or such part or parts of the net income as the trustees shall in the trustees' absolute and uncontrolled discretion, deem to be necessary or advisable for the support, maintenance, education and health of such individual, the receipt of any such guardian or person or organization to constitute a full and complete acquittance to the trustees and the trustees shall invest and from time to time reinvest the balance of such sum and any remaining income thereon for the benefit of such individual until he or she shall attain the age of 21 years and thereupon shall pay over to such individual the balance of such sum together with any and all accumulated income thereon, free of trust; and in case of the death of such individual prior to attaining the age of 21 years, the trustees shall thereupon pay over an remaining balance of such sum, together with any and all accumulated income thereon, free of trust, to the issue of such individual who is then surviving in equal shares per stirpes and not per capita, or, if there be none, then to my issue then surviving in equal shares per stirpes and not per capita, or, if there be none, then to those persons entitled to take under the intestate laws of Alabama, had such individual died intestate on the date of death of such individual. In the event the net income of such trust shall at any time be insufficient for the support, maintenance,

education and health of such individual, then the trustees shall use such part of the principal thereof for the support, maintenance, education and health of such individual as in the uncontrolled and absolute discretion of the trustees is necessary. The trustees shall consider such individual's other resources in determining whether or not to pay the payments from principal.

ARTICLE VI: The trustees shall hold and manage said trust property and such other property as the trustees may subsequently acquire pursuant to the power and authority given the trustees (all of which for convenience will hereinafter be referred to as "trust estate"), with the following powers and authority:

(a) To collect income for the trust estate, and to sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate, upon such terms and conditions as the trustees see fit for cash or on credit, at public or private sale, without notice to anyone and without order of any court, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds or other securities, mortgages, or other property, real or personal, whether so called "legal" investments of trust funds, or not, as to the trustees may seem suitable, and to change investments and to make new investments from time to time as to the trustees may seem necessary or desirable; and to receive additions to the assets of the trust.

(b) To deposit trust funds in a bank, including a bank operated by any corporate trustee of any trust hereunder.

(c) To foreclose mortgages and to bid on any property upon foreclosure or to acquire mortgage property in any other manner as the trustees may determine.

(d) To improve, repair, lease, rent for improvement or otherwise, for a term beyond the possible termination of this trust, or for any less term, either with or without option of purchase, and to let, exchange, release, partition, vacate, dedicate or adjust the boundaries of any real estate constituting a part of said trust estate; and to make ordinary or extraordinary repairs or alterations in buildings or other structures; to demolish any improvements; to raze existing buildings or improvements, and to erect new party walls; and to enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into a pooling or unitization arrangement.

(e) To borrow money for such time and upon such terms as the trustees see fit, without security, or, on mortgage of any real estate, or, upon pledge of any personal property held by the trustees hereunder, and to execute mortgages or pledge agreements therefor.

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(f) To hold any property or securities received by the trustees as a part of said trust estate so long as the trustees shall consider the retention thereof to be for the best interest of said trust estate, irrespective of whether such property or securities are so-called "legal" investment of trust funds, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate to acquire other property which is not so-called "legal" investment of trust funds where such investment decisions are in the trustees' opinion for the best interest of said trust estate; provided however, that no new investment shall be made in any security of the corporate trustee, its holding company, affiliate or successor, except upon exercise of rights given to stockholders thereof.

(g) To determine whether any money or property coming in the trustees' hands shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust estate as to the trustees may seem just and equitable, and to set up a reserve out of income to meet such items of repairs, construction or indebtedness deemed by the trustees to be a proper charge against income, but no reserve shall be set up by the trustees for depreciation, it being my direction that the net income of the trust estate shall be distributed without regard to depreciation.

(h) To make divisions and distributions hereunder provided for either in cash or in kind, or partly in cash and partly in kind, and for that purpose to determine the value thereof, and to determine the share and identity of persons entitled to take hereunder.

(i) To hold any or all securities or other property in bearer form in the name of the trustees or in the name of some other person, partnership or corporation without disclosing any fiduciary relation.

(j) To vote in person or by proxy upon all stocks held by the trustees, to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation or company whose securities form a portion of said trust estate, to exchange the securities of any corporation for other securities upon such terms as the trustees shall deem proper, to assent to the consolidation or merger of any such corporation, to lease the property or any portion thereof by such corporation to any other corporation to pay all assessments, expenses and sums of money as the trustees may deem expedient for the protection of the interest of said trust estate as the holder of such stock, bonds, or other securities, and generally to exercise in respect to all securities held by the trustees the same rights and powers as are or may be exercised by persons owning similar property in their own right.

(k) To receive income from the trust property and to pay from and out of the income of the trust property any and all expenses reasonably necessary for the administration of the trust, including interest, taxes, insurance, including public liability insurance, and compensation to the trustees, as well as any other expense incurred for the benefit of said trust estate and in the event the income from the trust property is insufficient for the purpose of paying such expenses, the same may be paid from the principal of said trust estate.

(l) To make payment of any income or principal payable to the use of a minor by making such payments either to the parent or guardian of such minor, or to such other person as the trustees shall elect, including such minor, and the receipt of such person shall be a full and sufficient discharge to the trustees for any payment so made.

(m) To institute and defend any and all suits or legal proceedings relating to the said trust estate, in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which said trust estate may be involved as in the trustees' judgment may be necessary or proper.

(n) To employ such agent, expert or counsel, investment or legal as the trustees may deem advisable and to rely upon the information or advice furnished by such agent, expert or counsel.

(o) In the event any portion of the trust estate should at any time consist of a material interest in any business enterprise being operated as a going concern, whether any such enterprise be in the form of a partnership or corporation or solely owned by the trust estate, the trustees shall have the full authority to continue the operation of such business enterprise as a going concern, or, to vote the shares of stock therein for such continued operation with full power and authority to incur such obligations against the estate as may seem advisable to the trustees for the proper administration of the affairs of such business enterprise. The decision with reference to such business enterprise shall be based upon the discretion and judgment of the trustees and the trustees shall not be liable to any person for any loss that may result from the operation of such business enterprise or from incurring of any obligation herein authorized. In addition to the powers above granted, the trustees shall have full authority to incorporate or enter into an agreement with others to incorporate any business enterprise in which I may own any interest at the date of my death and the trustees shall have full authority to hold as part of the trust estate the shares of stock of any corporation so formed without liability for loss or shrinkage in value. For services rendered in connection with the management of any such enterprise, the trustees shall be entitled to receive reasonable compensation in addition to that otherwise payable hereunder to be paid from the separate funds of such enterprise or from said trust estate as the trustees may deem most advantageous to said trust estate.

(p) To pay the funeral and burial expenses of any beneficiary out of the principal of the trust from which income has been payable to such beneficiary in the discretion of the corporate trustee.

(q) To pay reasonable compensation to the trustees.

(r) To execute and deliver all instruments which will accomplish or facilitate the exercise of the powers vested in the trustees.

ARTICLE VII: If the happening of any future event may cause the ultimate vesting of any trust estate herein created, or share therein, to be extended under the provisions hereof to a time beyond that within which the

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same is required by law to become vested, then in such event the trust as to said trust estate, or as to such share therein, shall continue only for as long a period of time as is allowed by law, at the end of which the said trust as to said trust estate, or as to such share therein shall terminate.

In such case, said trust or share therein shall thereupon be vested in and distributed to those persons at the expiration of such period enjoying the use and benefit of such trust estate, or of such share therein, in the proportion in which they are so enjoying the same, irrespective of their attained ages.

ARTICLE VIII: The interest of any beneficiary in payments to be made under any trust created hereunder whether consisting of income or principal, or both, shall not be anticipated or subject to transfer or assignment; nor shall such interest, or any part thereof, be liable for the debts of such beneficiary or subject to attachment, or to any judgment rendered against such beneficiary, or to the process of any court in aid or execution of any judgment so rendered. If, by reason of the bankruptcy, or attempted alienation of his interest under such trust, or by any means whatsoever during the life of such beneficiary, the payments of principal or income, or both, under such trust to which such beneficiary otherwise would be entitled can no longer be personally enjoyed by such beneficiary, then the trustees shall regard the best interests of such beneficiary and in the discretion of the trustees, exercised freely and advisedly, either refrain from making payments of such principal or income, or both, to such beneficiary either in whole or in part, or apply it to the maintenance and support of such beneficiary, or pay the whole or part of it to one or more members of the family of such beneficiary, or apply it to the maintenance and support of such family, or accumulate it in whole or in part. Principal or income, or both, withheld and accumulated under any such trust in accordance with the foregoing shall

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be or become part of the principal of such trust and shall be distributed with such principal upon the termination of such trust in accordance with the provisions hereof.

ARTICLE IX:

Additional property of any kind and character may be added to any trust created hereunder with the consent of the trustees, by any person, or fiduciary, by will or otherwise, and such property so received by my trustees shall be added to, merged with and become part of the property held in such trust hereunder, and thereafter shall be administered and disposed of in accordance with the terms of such trust. However, if any proceeds of a qualified pension or profit sharing plan are received by my trustees or executors, said proceeds shall not be used to pay any estate, inheritance or other tax, any claims or debts, or to satisfy any other obligation of my estate.

ARTICLE X:

For purposes of this my last will and testament, I, Eleanor A. Pettus, shall be deemed to survive my husband if our deaths occur at or near the same time under circumstances rendering it impractical to determine who survived the other, and I shall be deemed to survive my husband if I in fact survive him, and any other person shall not be deemed to survive me unless such person be surviving ten (10) days after my death, nor to survive another unless such person be surviving ten (10) days after the death of such other.

ARTICLE XI:

It is my desire and intention that all property passing to my husband, Erle Pettus, Jr., under the provisions of this will or apart from the provisions of this will by operation of law or otherwise comprising my gross estate for death tax purposes shall qualify as a marital deduction for federal estate tax purposes pursuant to the provisions of § 2056 of the Internal Revenue laws. All estate and inheritance taxes and other taxes in the nature thereof becoming payable because of my death with respect to property comprising my gross estate for death tax purposes, whether or not such property passes under this my

last will and testament, and income taxes, debts and expenses of administration and other lawful charges against my estate, shall be paid entirely out of property other than property passing to my husband under the provisions of this will or apart from the provisions of this will by operation of law or otherwise.

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ARTICLE XII:

I hereby nominate, constitute and appoint my husband, Erle Pettus, Jr., as executor of this my last will and testament and as trustee of any trust created hereunder, and I also appoint my son Erle Pettus, III, as co-executor of this my last will and testament and as co-trustee of any trust created hereunder. If my husband, Erle Pettus, Jr., or my son, Erle Pettus, III, shall fail at any time to serve as executor or trustee, then I nominate, constitute and appoint my daughter, Suzanne P. Cartmell, and my son, Jeffrey H. Pettus, to serve as executors or trustees as the case may be. If none of the named executors or trustees shall serve as such at any, then I hereby nominate, constitute and appoint AmSouth Bank, N.A. (and any successor thereto having trust powers) as executor of this my last will and testament. I authorize and empower any executor serving hereunder to receive delivery of any disclaimer delivered to such executor as provided in Article III hereof and upon such delivery, such disclaimer shall be effective and binding upon all executors serving. If none of the above named trustees shall serve as trustee of any trust established hereunder, then I nominate, constitute and appoint AmSouth Bank, N.A. (and any successor thereto having trust powers) as trustee of such trust. For convenience as used herein, the word "executrix" includes the word "executor" and vice versa, and words in the singular shall include words in the plural and vice versa. In the event there shall be at any time only one executor or trustee serving as such, then such sole executor or trustee shall exercise all powers hereunder. If none of the named executors shall

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serve, then an executor, be appointed by a court of competent jurisdiction with full authority hereunder. If none of the named trustees shall serve, then a trustee shall be appointed by a court of competent jurisdiction with full authority hereunder. I direct and request that neither my executors nor my trustees shall be required to give any bond or other security to any court for the faithful performance of any duties in either capacity nor shall the executor or trustees be required to file any inventory or make any accounting or settlement in any court. I hereby authorize my executors to sell and convey any and all property in my estate at public or private sale without order of court and my executors during the period of administration of my estate shall have and exercise all of the powers and authority granted to and conferred upon the trustees, including the power to make payments under any trust created hereunder as therein provided. I direct, however, that the executors and trustees shall keep appropriate records of all of their acts done in a fiduciary capacity and I direct that all such records shall be available to each beneficiary hereunder and to the duly authorized agent of each beneficiary hereunder at any time.

I, Eleanor A. Pettus, the Testatrix, sign my name to this instrument on this the 11<sup>th</sup> day of September, 1984, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and testament and that I sign it willingly, that I execute it as my free and voluntary act for the purpose therein expressed, and that I am nineteen (19) years of age or older, of sound mind, and under no constraint or undue influence.

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Eleanor A. Pettus  
Eleanor A. Pettus

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We, Sue D. King, Joan Norris  
and Karen D. Greer, sign our names to this  
instrument, being first duly sworn, and do hereby declare  
to the undersigned authority that the testatrix signs and  
executes this instrument as her last will and testament and  
that she signs it willingly, and that each of us, in the  
presence and hearing of the testatrix, hereby signs this  
will as a witness to the testatrix's signing, and that to the  
best of our knowledge the testatrix is nineteen (19) years  
of age or older, of sound mind, and under no constraint  
or undue influence.

Sue D. King 2604 7th Woods Drive  
Bham, Ala. 35216  
Address

Joan Norris 2501 Aberdeen Rd  
Bham AL 35223  
Address

Karen D. Greer 1267 Athens Union Blvd.  
Bham Ala. 35226  
Address

STATE OF ALABAMA )  
JEFFERSON COUNTY )

Subscribed and sworn to before me by Eleanor A. Pettus  
the testatrix, and subscribed and sworn to before me by  
Sue D. King, Joan Norris  
and Karen D. Greer, this the 11<sup>th</sup> day of  
September, 1984.

(Signed) Dorothy Stewart  
Notary Public

My Commission Expires: 10-20-84

144241

JR 12296637

CERTIFICATE TO THE PROBATE OF WILL

The State of Alabama  
JEFFERSON COUNTY

I, George R. Reynolds, Judge of the Court of Probate, in and for said State and

County, do hereby certify that the foregoing instrument \_\_\_\_\_ of writing ha<sup>s</sup> \_\_\_\_\_ this day, in said Court, and before me as  
the Judge thereof, been duly proven by the proper testimony to be the genuine last Will and Testament \_\_\_\_\_

of Eleanor A. Pettus Deceased and that said Will \_\_\_\_\_

together with the proof thereof have been recorded in my office in Judicial Record, Volume 1229 , Page 625-638 .

In witness of all which I have hereto set my hand, and the seal of the said Court, this date May 24, 1993 .

PROBATE - 98

*George R. Reynolds* , Judge of Probate.

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**The State of Alabama**  
JEFFERSON COUNTY

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I, Peggy A. Proctor, Chief Clerk of the Probate Court of said County and State, do hereby certify the foregoing papers to be, and contain a full, true and correct copy of the \_\_\_\_\_  
Last Will and Testament of ELEANOR A. PETTUS, DECD; together  
with the certificate to the probate thereof;

\_\_\_\_\_ as appears on file and of record in this Court.  
Witness my hand and seal of said Court, this the 6th day of January 1994.  
Peggy A. Proctor  
Chief Clerk

**The State of Alabama**  
JEFFERSON COUNTY

I, George R. Reynolds, Judge of the Probate Court of said County and State, do hereby certify that, Peggy A. Proctor, whose name is signed to the preceding certificate of exemplification, is the Chief Clerk of the Probate Court of Jefferson County, Alabama, duly appointed and sworn, and that said Court is a Court of Record, and that full faith and credit are due to her official acts.

I further certify that the seal affixed to the said exemplification is the seal of the said Probate Court of Jefferson County, Alabama, and that the attestation thereof is in due form of law.

This the 6th day of January, 1994.  
George R. Reynolds  
Judge of Probate

**The State of Alabama**  
JEFFERSON COUNTY

I, Peggy A. Proctor, Chief Clerk of the Probate Court of said County and State, do hereby certify that George R. Reynolds, whose name is signed to the foregoing certificate, is the Judge of the Probate Court of Jefferson County, Alabama, duly elected and sworn, and that the signature of said Judge is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this the 6th  
day of January, 1994.  
Peggy A. Proctor  
Chief Clerk

The State of Alabama  
Jefferson County

Probate Court

In Re

Fee

PROBATE - 62

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WEST VIRGINIA, WAYNE COUNTY CLERK'S OFFICE

This instrument was this day presented in my office, and thereupon together with the certificate thereto annexed, is admitted to record.

3-10-94

..... Clerk  
By Stukey A. Osburn Deputy

F. A. MACDONALD, ET AL

TO

DEED:

F. L. AGEE

*FILED  
In the Department Store  
Hall Bank Bldg  
Huntington W. Va.  
July 14 1937*

188/423

90 Ac

70 1/4 Ac

11 3/8 Ac

176 7/16 Ac

35 Ac

8 Ac

72.63 Ac

THIS DEED, made and entered into this ninth day of June, 1937, by and between F. A. MACDONALD, Trustee of GEORGE DROWN JACKSON, Bankrupt, party of the first part, MARGARET JACKSON, the wife of the said George Drown Jackson, party of the second part, and F. L. AGEE, party of the third part;

WHEREAS, the said F. A. Macdonald, Trustee as aforesaid, by virtue of the authority vested in him by the order of sale made and entered by C. B. Van Bibber, Referee in Bankruptcy for the District Court of the United States for the Southern District of West Virginia, on the 28th day of April, 1937, in the bankruptcy matter of George Drown Jackson, Bankrupt (No. 3106), pending in said court, did on the 29th day of May, 1937, make sale of the real estate hereinafter described and conveyed, at which sale the said F. L. Agee became the purchaser for the sum of Three Thousand, Seven Hundred and Fifty Dollars (\$3,750.00); and,

WHEREAS, at a meeting of the creditors of said bankrupt duly called and held on the 9th day of June, 1937, the said Referee approved and confirmed the said sale, and directed and authorized the said trustee to execute this deed; and

WHEREAS, the said F. L. Agee has paid unto the said trustee the said sum of Three Thousand, Seven Hundred and Fifty Dollars (\$3,750.00); and,

WHEREAS, the said Margaret Jackson, as the wife of George Drown Jackson, the aforesaid bankrupt, is the owner of certain dower rights in certain of the real estate formerly belonging to the bankrupt, and being administered and sold in said bankruptcy proceeding, which said dower rights have been computed in said proceeding, and the proper lump sum in lieu of said dower on all of said real estate has been paid unto the said Margaret Jackson by the said F. A. Macdonald, Trustee, as aforesaid, wherefore, the said Margaret Jackson joins in this deed for the purpose of conveying unto the said party of the third part all of her right, title and interest to said real estate;

NOW, THEREFORE, this deed witnesseth: That, for and in consideration of the premises, and the further consideration of the assumption by the party of the third part of the 1937 taxes to be levied upon the property hereby conveyed, the said F. A. Macdonald, Trustee of George Drown Jackson, Bankrupt, hereby grants and conveys unto the said F. L. Agee, his heirs and assigns forever, all of his right, title and interest as such trustee, and the said Margaret Jackson likewise hereby grants and conveys unto the said F. L. Agee, his heirs and assigns forever, all of her right, title and interest, in and to all those certain pieces or parcels of real estate situate in Stonewall and Union Districts, Wayne County, West Virginia, more particularly bounded and described as follows:

1. The mineral underlying that certain tract, piece or parcel of real estate situate, lying and being on Eds Branch, in Stonewall District, Wayne County, West Virginia, and bounded and described, as follows:

Beginning at a corner and to a white oak on the Watson line; thence leaving Watson line S. 16 W. 48 poles to a white oak; S. 22 E. 34 poles to a white oak and two black oaks corner to a survey made by John Osburn, and with the same S. 41 W. 40 poles to two hickories; S 65 W. 104 poles to 2 pines; thence leaving the same N. 42 W. 38 poles to a sourwood and hickory corner to a survey made by James Ferguson and with the same N. 52 E. 40 poles to an ash, hickory and ironwood; N. 24 W. 60 to a beech and white oak on a hillside; thence leaving the same with a line between Edmund Osburn and Samuel Ferguson, deceased, to a corner to a black oak, thence leaving the same turning with a marked line

*188/423*

in an easterly direction to a corner on a Maple at the forks of a small drain; thence to two corners on a small white oak on a point; thence turning with fence to the branch that E. Osburn now lives on a corner and a dogwood and hickory; thence up a branch to a corner on ash; thence to a corner on a dead white oak and the Watson line; and with the same to beginning, containing 90 acres, be the same more or less. b

2. All that certain tract, piece or parcel of real estate, situate lying and being in Stonewall District, Wayne County, West Virginia, bounded and described as follows:

Beginning at a large chestnut near the mouth of Two Mile Creek, corner to Wallace Baisden, thence S. 62 deg. 30' W. <sup>742.5</sup> 45 poles to a stake, S. 14 deg. W. <sup>272.25</sup> 16 1/2 poles to a stake, S. 52 deg. W. <sup>321.75</sup> 19 1/2 poles to a stake on top of a high knob corner to Wallace Baisden and John Skeans lines and with line of said Skeans, S. 16 deg. 30' E. <sup>470.25</sup> 28 1/2 poles to a hickory and small white oak; thence S. <sup>00.50</sup> 58 deg. 45' E. <sup>759</sup> 46 poles to a stake corner to school house road at Branch; thence down the branch three poles to the Watson line and with the Watson line down to Two Mile Creek to the Bailey land, where the Watson land leaves the old Two Mile Road; thence down Two Mile with said road to the Burgess land known as the Two Mile Bottom; and with the line of same to the Beginning, containing 70 1/4 Acres, more or less.

3. The mineral underlying the following tracts or parcels of real estate, to-wit:

(a) All that certain tract, piece or parcel of real estate situate on Two Mile Branch of Twelve Pole Creek, in Stonewall District, Wayne County, West Virginia, the surface of which was conveyed by the bankrupt and wife to John Skeans by deed bearing date January 4, 1912, and recorded in said clerk's office in Deed Book No. 86, page 476, and described therein as follows:

Beginning at a chestnut on a hill side N. 64 deg. W. 4 poles to a stake at the creek N. 17 deg. W. <sup>206.75</sup> 12 1/2 poles to a beech and rock N. 77 W. 38 poles to a hickory N. 6 deg. W. <sup>105</sup> 10 poles to a white oak N. 51 deg. 50' W. <sup>1039.5</sup> 63 poles to a white oak N. 80 deg. W. <sup>478.5</sup> 29 poles to 2 hicks and white oak on a ridge corner to H. K. Marshall and with same N. 70 deg. 15 E. <sup>239.25</sup> 14 1/2 poles to a hickory and white oak N. 26 deg. 50' E. <sup>643.5</sup> 39 poles to a chestnut oak corner to Marshall and leaving same and with Stuart Price's reverse line N. 37 deg. 30' E. <sup>404.25</sup> 24 1/2 poles to a hickory on a flat ridge N. 15 Deg. 30' E. <sup>280.5</sup> 17 poles to 3 chestnuts on a high knob, S. 85 deg. 15' E. <sup>325.88</sup> 19-3/4 poles to 3 small white oaks on a point S. 73 deg. E. <sup>54.95</sup> 3-1/3 poles to a large chestnut oak on a stony point S. 69 deg. 30' E. <sup>153.95</sup> 9-1/3 poles to a black oak S. 79 deg. 30' E. <sup>239.25</sup> 14 1/2 poles to a chestnut oak on a ridge, S. 71 deg. 15' E. <sup>90.75</sup> 5 1/2 poles to a chestnut oak S. 50 deg. E. <sup>189.75</sup> 11 1/2 poles to a white oak S. 68 deg. 45' E. <sup>198</sup> 12 poles to a hickory and white oak on a knob S. 33 deg. 30' E. <sup>202.13</sup> 12-1/4 poles to a black oak S. 56 E. <sup>279.95</sup> 13-1/3 poles to a stake on a ridge S. 87 deg. 15' E. <sup>250.14</sup> 15 poles and four links to a stone on a high knob, thence leaving Price's line S. 16 deg. 30' E. <sup>470.25</sup> 28 1/2 to a hickory and small white oak S. 50 deg. 45' E. <sup>04.58</sup> 46 poles to a stake at school house lot, thence running southeast course and crossing Two Mile creek with Alexander Lett's line 64 poles to a stake N. 77 deg. 45' W. <sup>874.5</sup> 53 poles to a small white oak where a beech stood above an old road, S. 31 E. <sup>189.75</sup> 11 1/2 poles to the beginning, containing 111-3/8 acres, be the same more or less.

(b) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek in Wayne County, West Virginia, the surface of which was conveyed by the bankrupt and wife to Wallace Baisden by deed bearing date April 15, 1916, and recorded in said clerk's office in Deed Book No. 102, page 408, and described therein as follows:

2011  
COR 111 3/8 Ac  
below

176 3/6 Ac  
Joins

COR 70 1/4 Ac  
above

Beginning at a large chestnut standing on the bank of Twelve Pole River near the mouth of Two Mile Creek, thence S. 62 deg. 30' W. <sup>742.5</sup> 45 poles to a stone S. 140 W. 16 <sup>272.25</sup> poles to a stake S. 52 deg. W. 19 <sup>321.75</sup> poles to a stone on top a high knob N. 87 deg. 15' W. <sup>250.14</sup> 15 poles and four links to a stake on a ridge N. 33 deg. 30' W. <sup>206.25</sup> 12 <sup>198</sup> poles to a hickory and white oak; N. 68 deg. 45' W. 12 poles to a white oak on a ridge; N. 50 deg. W. <sup>189.75</sup> 11 <sup>90.75</sup> poles to a chestnut oak on a ridge; N. 71 deg. 15' W. <sup>239.25</sup> 5 <sup>153.95</sup> poles to a chestnut oak on a ridge; N. 79 deg. 30' W. 14 <sup>87.95</sup> poles to a black oak on a point N. 69 deg. 30' W. 9-1/3 <sup>325.88</sup> poles to a large chestnut oak on a stony point; N. 73 deg. W. 5-1/3 poles to 3 small white oaks on a point; N. 85 deg. 15' W. 19-3/4 poles to three chestnuts on a high knob S. 15 deg. 30' W. <sup>280.5</sup> 17 poles to a hickory on a flat ridge; S. 37 deg. 30' W. <sup>404.25</sup> 24 <sup>1113.75</sup> poles to a stake corner to H. K. Marshall's land; N. 25 deg. E. 137 <sup>2268.75</sup> poles to a poplar stump where a poplar and lynn stood, corner to the Joseph Dean survey and with same N. 62 deg. E. 84 poles to a beech and gum (gone); thence N. 70 E. <sup>247.5</sup> 15 poles to an elm and mulberry near the mouth of One Mile Creek, thence up Twelve Pole River with its meanders <sup>2908.13</sup> 176-1/4 poles to the beginning, containing 176-7/6 acres, be the same more or less.

(c) Those two certain tracts, pieces or parcels of real estate situate on Two Mile Creek, Wayne County, West Virginia, the surface of which was conveyed by the bankrupt and wife to C. S. Ratliff and Adie Ratliff by deed bearing date March 26, 1921, and recorded in said clerk's office in Deed Book No. 117, page 68, and described therein as follows:

First Tract, 35 acres; Beginning at a white oak stump corner to the lands formerly owned by T. J. Stephens, L. S. Ferguson and Edmund Osburn near the old road running with same an eastern course to the corner of a hill field fence where there is a spring; thence with said fence a southern course to a corner of said field; thence a southern course a straight line running square with the west side of the hill to the Watson line; thence west with said line to a corner of Edmund Osburn lands formerly owned by G. W. Davis, thence with an open line to the beginning.

Second Tract, 8 acres: Beginning at a stake near the ford in Two Mile Creek opposite Joda Lette's house, thence up Two Mile with south side of road to the Bailey or Watson line thence east with same to what is known as C. H. Watts or Walker lands and with the same to beginning. D

(d) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, Wayne County, West Virginia, the surface of which was conveyed by the bankrupt and with J. R. F. Mills by deed bearing date August 8, 1923, and recorded in said clerk's office in Deed Book No. 129, page 154, and described therein as follows:

Beginning at a chestnut standing on the bank of the left fork of Twelve Pole at the mouth of a small drain and corner to Joseph Dean's land; thence up the drain N. 64 E. <sup>511.5</sup> 31 poles to a beech in the forks of the drain N. 72 E. <sup>1133.55</sup> 68.7 poles to a maple; S. 17 deg. <sup>2095.5</sup> 30' W. 127 poles to an elm bush; thence S. 36 deg. 45' E. <sup>254.10</sup> 15.4 poles to a post in a ridge; thence S. 80 W. 13.6 poles to a hickory; S. 62 deg. 30' W. <sup>224.40</sup> 10.4 poles to a hickory in old grave yard; S. 78 W. <sup>394.35</sup> 23.9 poles to a head wall to a culvert; S. 41 deg. 30' W. <sup>171.60</sup> 13.5 poles to a willow near mouth of drain corner at mouth of Hutchinson's Branch on the bank of the left fork of Twelve Pole; thence with the meanders of Twelve Pole to the place of beginning, containing 72.63 acres, more or less.

(e) All that certain tract, piece or parcel of real estate situate on Twelve Pole Creek, in Wayne County, West Virginia, the surface of which was conveyed by the bankrupt and wife to John V. Jackson by deed bearing date December 27, 1923, and recorded in

Joins  
1113/8A  
Use

Joins  
next  
tract

said clerk's office in Deed Book No. 131, page 28, and described therein as follows:

Beginning at a willow at the mouth of Hutchinson's Branch N. 11 deg. 30' E. 13-5/10 rods to the head wall of culvert, N. 78 E. 23-9/10 rods to hickory in old grave yard; thence N. 62 deg. 30' E. 10-4/5 rods to a hickory; thence N. 80 E. 13-1/6 rods to a post on ridge; N. 36 deg. 45' W. 15-4/10 rods to an elm bush, N. 17 30 E. 127 rods to a maple on the Dean line; N. 72 E. 23-3/10 rods to a fallen pine and with the Dean line to 3 chestnut oak sprouts on ridge corner to Frankie Jackson land; thence down the hill S. 31 deg. 30' W. 77 1/2 poles to Water Birch and willow stump on bank of 12 Pole, thence down 12 Pole with its meanders to the beginning.

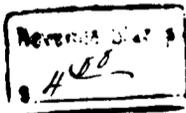
joins  
72.63'-  
Previous  
tract

(f) Such interest as may be severally owned by the parties of the first and second parts in a certain tract of land situate on Twelve Pole Creek, in said Wayne County, West Virginia, said to contain fifty acres, more or less, the surface of which was conveyed by the bankrupt and wife to P. S. and/or Frankie Jackson by deed not recorded in the clerk's office of the county court of said Wayne County, wherefore an exact description of the said tract cannot be set out in this conveyance.

The said sale of said real estate, and this conveyance thereof, are made free and clear of all liens and encumbrances, excepting 1937 taxes and three certain leases executed by G. D. Jackson and wife, unto H. A. Morrison Trustee, one bearing date the 26th day of November, 1926, and recorded in the office of the clerk of the county court of Wayne County, West Virginia, in Oil Lease Record No. 10, page 288, calling for 400 acres, another bearing date the 26th day of November, 1926, and recorded in said clerk's office in Oil Lease Record No. 10, page 353, calling for 200 acres, and the third bearing date December 4, 1926, and recorded in said clerk's office in Oil Lease Record No. 10, page 292, and calling for 90 acres, the said F. L. Agee, however, to take all the several rights of the parties of the first and second parts under the said several leases by virtue of this conveyance.

It is the intention of this conveyance to convey unto the party of the third part, in addition to the surface rights to the tract of 70.25 acres hereinbefore described and conveyed, all mineral rights belonging to the said bankrupt and located within Stonewall and Union Districts in said Wayne County, West Virginia, (excepting an undivided interest in a tract of 28 acres of land on Two Mile Creek, in said Stonewall District, this day conveyed by the parties of the first and second part to <sup>H.S. Lambert</sup> ~~The First National Bank~~ of Kenova), and particularly to convey unto the party of the third part all mineral rights leased by the three several leases hereinbefore described, and if there be such mineral rights which are not included in the description hereinbefore contained, then they are hereby granted and convey by the parties of the first and second part unto the said party of the third part.

Witness the following signatures and seals.



F. A. Macdonald (SEAL)  
TRUSTEE OF GEORGE DROWN JACKSON,  
BANKRUPT.

Margaret Jackson (SEAL)

STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, to-wit:

I, W. C. Price, Jr., a notary public within and for the County and State afore-said, do certify that F.A. Macdonald, Trustee of George Drown Jackson, Bankrupt, whose name is signed to the foregoing hereto annexed writing bearing date the 9th day of June, 1937, has this day acknowledged the same before me in my said county.

I further certify that my commission as notary public will expire on the 11 day of July, 1944.

Given under my hand this 2 day of July, 1937.

W. C. Price, Jr.  
NOTARY PUBLIC.

STATE OF WEST VIRGINIA

COUNTY OF WAYNE, to-wit:

I, A. Carter, a Justice of the Peace of Westmoreland District within and for the County and State aforesaid, do certify that Margaret Jackson, the wife of George Drown Jackson, whose name is signed to the foregoing hereto annexed writing bearing date the 9th day of June, 1937, has this day acknowledged the same before me in my said District & county.

Given under my hand this 3 day of July, 1937.

A. Carter  
Justice of the Peace

STATE OF WEST VIRGINIA,

WAYNE COUNTY COURT CLERK'S OFFICE, S.S.

THIS DAY the foregoing DEED was presented at my Office, and the same together with the certificate of acknowledgment thereon, was duly admitted to record, at 10:11 A.M.

Given under my hand this 13<sup>th</sup> day of July, 1937.

J. B. Lambert Clerk



July 14, 1996

To: CABOT OIL & GAS CORPORATION  
400 Fairway Drive  
Suite 400  
Coraopolis, PA 15108-4308

Attention: Mr. Jeffrey L. Keim  
Senior Landman

From: William A. Morton  
Attorney at Law  
2011 Kanawha Avenue, SE  
Charleston, West Virginia 25304

UNIT TITLE OPINION #96-999-U-C  
(Part of the proposed Agee #3 Drilling Unit)

COGC Lease No.: 47-9635

Property: Part of Union District Tax Map (TM) 34-18

This Unit Title Opinion #96-999-U-C covers those parts of the tracts (the "surface" being designated TM 34-18) of 38 acres and 45 acres described in Deed Book 77 page 249, as shown on EXHIBIT "B" attached hereto, and being parts of the Samuel M. Hopkins 1796 Land Grant (Patent) of 70,202 acres in then Kanawha County, Virginia.

District: (Assessed in Union District)

County: Wayne

State: West Virginia

Pursuant to your request, I have examined the records in the Office of the Clerk of the County Commission of Wayne County, West Virginia, for the period commencing from sovereignty and ending July 12, 1996, at 4:00 p.m., and subject to any errors or omissions in said records and the indexes thereto, and to any matters that might be observed or discovered by actual ground inspection and proper survey, and further subject to the requirements and limitations hereinafter set forth, I am of the opinion that title to the ownership of the oil and gas in and to the "Property" set out above, is vested as follows, to-wit:

③ 44.9 Ac of lease No. 47-9635  
Helen K. Mathews, widow, et al.

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I. CURRENT OIL & GAS OWNERSHIP

Original Claude L. Matthews (died August 28, 1984)  
(Undivided 1/6 Mineral Interest)

1/6: David Christopher Matthews (see paragraph 4 of attached Schedule One)

Original J. Clyde Matthews (died June 7, 1966)  
(Undivided 1/6 Mineral Interest)

1/18: Virginia Matthews Gerhold (see paragraph 9 of attached Schedule One)  
1/18: Sara Jane Matthews Hammesfahr (see paragraph 9 of attached Schedule One)  
1/18: Nancy Matthews Stump (see paragraph 9 of attached Schedule One)

Original John Rayburn Matthews (died January 7, 1988)  
(Undivided 1/6 Mineral Interest)

1/6: Helen Ketchum Matthews, widow (see paragraph 13 of attached Schedule One)

Original Opal Jane Matthews Halliday (died February 21, 1996)  
(Undivided 1/6 Mineral Interest)

1/6: Opal Jane Matthews Halliday Trust  
(see paragraphs 15 and 16 of attached Schedule One)

Original Blanche Matthews Hollister (still living ?)

1/6: Blanche Matthews Hollister, widow (paragraph 18 of attached Schedule One)

Original Thurley Matthews Zabor (still living ?)

1/6: Thurley Matthews Zabor, widow (paragraph 19 of attached Schedule One).

II. SURFACE OWNERSHIP

Original Claude L. Matthews (died August 28, 1984)  
(Undivided 1/3 Surface Interest)

1/3: Larry D. Matthews (see paragraph 7 of attached Schedule One)

Original J. Clyde Matthews (died June 7, 1966)  
(Undivided 1/3 Surface Interest)

1/9: Virginia Matthews Gerhold (see paragraph 9 of attached Schedule One)  
1/9: Sara Jane Matthews Hammesfahr (see paragraph 9 of attached Schedule One)  
1/9: Nancy Matthews Stump (see paragraph 9 of attached Schedule One)

Original John Rayburn Matthews (died January 7, 1988)  
(Undivided 1/3 Surface Interest)

1/3: Helen Ketchum Matthews, widow (see paragraph 13 of attached Schedule One)

Shown on Union District Tax Map (TM) 34-18

III. OIL AND GAS LEASES

1. COGC Lease No.: 47-9635-A  
Dated: May 14, 1992  
Recorded on: July 22, 1992  
Lease Book 65 page 513

Lessor: Blanche M. Hollister, widow

Lessee: COGC

Land Covered: 172 acres

Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such

Unitization: No unit shall exceed 640 acres in size

(continued on next page)

2. COGC Lease No.: 47-9635-B  
Dated: May 14, 1992  
Recorded on: July 22, 1992  
Lease Book 65 page 516

Lessor: Thurley M. Zabor, widow  
Lessee: COGC  
Land Covered: 172 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

3. COGC Lease No.: 47-9635-C  
Dated: May 14, 1992  
Recorded on: August 11, 1992  
Lease Book 65 page 560

Lessor: Susan Scott, Trustee of the Opal J. Halliday Trust  
Lessee: COGC  
Land Covered: 172 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

4. COGC Lease No.: 47-9635-D  
Dated: May 14, 1992  
Recorded on: July 22, 1992  
Lease Book 65 page 519

Lessor: Helen K. Matthews, widow  
Lessee: COGC  
Land Covered: 172 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

(continued on next page)

5. COGC Lease No.: 47-9635-E  
Dated: May 14, 1992  
Recorded on: July 22, 1992  
Lease Book 65 page 522

Lessors: Virginia Gerhold (and) Robert Gerhold, wife and husband  
Lessee: COGC  
Land Covered: 172 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

6. COGC Lease No.: 47-9635-F  
Dated: May 14, 1992  
Recorded on: July 22, 1992  
Lease Book 65 page 525

Lessors: Nancy Stump (and) James Stump, wife and husband  
Lessee: COGC  
Land Covered: 172 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

7. COGC Lease No.: 47-9635-G  
Dated: May 14, 1992  
Recorded on: July 22, 1992  
Lease Book 65 page 528

Lessors: Sara J. Hammesfahr (and) Roy D. Hammesfahr, wife and husband  
Lessee: COGC  
Land Covered: 172 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

(continued on next page)

Unit Title Opinion #96-999-U-C, part of Agee #3 Drilling Unit, 47-9635  
July 14, 1996  
Page 6

8. COGC Lease No.: 47-9635-H  
Dated: May 28, 1993  
Recorded on: July 15, 1993  
Lease Book 65 page 765

Lessor: David Matthews, a/k/a David Christopher Matthews, a single man

Lessee: COGC

Land Covered: 172 acres

Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such

Unitization: No unit shall exceed 640 acres in size

#### IV. ROYALTIES

NOTE: Royalty payments should be divided in accordance with the proposed Agee #3 Drilling Unit.

1. Lessors (1/8 Oil and Gas Royalty):

See SECTION I on page 2 hereof and Requirement 5 on page 9 hereof

2. Lessee (Working Interest):

COGC

#### V. TAXATION

1995 Land Book  
Union Tax District

1. COGC Lease No. 47-9635-A

Assessed in the name of: HOLLISTER BLANCHE

(a) Property description: 38 MIN MINUS COAL (1/6 INT) 12 POLE  
Mineral Valuation: \$80.00  
Class: 3 Tax Per Half: \$1.10

(b) Property description: 45 MIN MINUS COAL (1/6 INT) 12 POLE  
Mineral Valuation: \$115.00  
Class: 3 Tax Per Half: \$1.59

2. COGC Lease No. 47-9635-B

Assessed in the name of: ZABOR THURLEY

- (a) Property description: 38 MIN MINUS COAL (1/6 INT) 12 POLE  
Mineral Valuation: \$80.00  
Class: 3 Tax Per Half: \$1.10
- (b) Property description: 45 MIN MINUS COAL (1/6 INT) 12 POLE  
Mineral Valuation: \$115.00  
Class: 3 Tax Per Half: \$1.59

3. COGC Lease No. 47-9635-C

Assessed in the name of: HALLIDAY OPAL

- (a) Property description: 38 MIN MINUS COAL (1/6 INT) 12 POLE  
Mineral Valuation: \$80.00  
Class: 3 Tax Per Half: \$1.10
- (b) Property description: 45 MIN MINUS COAL (1/6 INT) 12 POLE  
Mineral Valuation: \$115.00  
Class: 3 Tax Per Half: \$1.59

4. COGC Lease No. 47-9635-D

Assessed in the name of: MATTHEWS JOHN R

- (a) Property description: 38 MIN MINUS COAL (1/6 INT) 12 POLE  
Mineral Valuation: \$80.00  
Class: 3 Tax Per Half: \$1.10
- (b) Property description: 45 MIN MINUS COAL (1/6 INT) 12 POLE  
Mineral Valuation: \$115.00  
Class: 3 Tax Per Half: \$1.59

5. COGC Lease No. 47-9635-E

COGC Lease No. 47-9635-F

COGC Lease No. 47-9635-G

Assessed in the name of: MATTHEWS J CLYDE

- (a) Property description: 38 MIN MINUS COAL (1/6 INT) 12 POLE  
Mineral Valuation: \$80.00  
Class: 3 Tax Per Half: \$1.10
- (b) Property description: 45 MIN MINUS COAL (1/6 INT) 12 POLE  
Mineral Valuation: \$115.00  
Class: 3 Tax Per Half: \$1.59



## VI. REQUIREMENTS

1. If field investigation finds that there are persons or parties (other than named in Sections I and II hereof) in actual possession of the subject part of the proposed Agee #3 Drilling Unit or are claiming ownership of the surface and/or the oil and gas, such information should be promptly reported to your Legal Division, regardless of how spurious or frivolous such claims may appear, and a revised title opinion should be requested.

2. Very Important: It is recommended that a careful field investigation be made to determine whether any "hazardous waste" has ever been deposited in, on or underlying the subject tract. If any evidence of "hazardous waste" is found, such evidence should be promptly reported to your Legal Department.

3. Satisfy yourself that underground storage areas and/or tanks, "wetlands", "gob piles" and other "environmental hazards", existing pipelines, powerlines, roads and other types of easements, graves or cemeteries, water wells, buildings and other improvements, and ornamental trees and shrubs, fruit trees, gardens and cultivated crops, will not interfere with your operations on the proposed Agee #3 Drilling Unit.

4. If field investigation finds any evidence of oil and gas operations on the subject part of the proposed Agee #3 Drilling Unit and/or evidence of pooling or unitization of the said subject tract with adjoining tract(s) on which oil and gas operations have been conducted, by persons or parties other than COGC, whether current or many years ago, such information should be promptly reported to the Legal Division and a revised title opinion should be requested.

### 5. Need proper Affidavit:

See paragraph 16 (and the Note thereunder) of the attached Schedule One. It is recommended that a proper affidavit be obtained showing whether (or not) the beneficiaries of the Opal Jane Halliday Trust are over 21 years of age and whether (or not) the Trust has terminated.

NOTE: The above Opal Jane Halliday Trust only affects the payment of royalties.

### 6. Unreleased Oil & Gas Leases:

Proper releases should be obtained (and recorded) of the unreleased Oil & Gas Leases set out in Schedule Two attached hereto.

7. It is recommended that COGC obtain a proper Division of Royalties Agreement(s) and Ratification(s) of COGC Lease No. 47-9635 (A thru H).

VII. LIMITATIONS OF THIS TITLE OPINION

1. This is a Unit Title Opinion on the oil and gas ownership only and does not include an examination of the records in the said County Clerk's Office for matters pertaining to the coal and other minerals (except oil and gas) and any matters pertaining to the coal and other minerals (except oil and gas) mentioned herein, if any, are furnished as matters of information only.

2. Liens, encumbrances, easements, delinquent taxes, outsales, leases, title defects and irregularities, etc., affecting the "surface only" (and not affecting the oil and gas ownership) are not reported in this title opinion (except that the names of the current owners of the "surface" are reported in SECTION II on page 3 hereof).

3. Only title irregularities, defects, outsales, unreleased liens and other matters of record, adversely affecting the oil and gas ownership, that in the opinion of the undersigned examining attorney are considered to require curative action, are reported in this Unit Title Opinion.

William A. Morton  
William A. Morton  
Attorney at Law

SCHEDULE ONE  
(Attached to Drilling Title Opinion #96-999-U-C)  
Agee #3 Drilling Unit (part of COGC Lease No. 47-9635)

July 14, 1996

Re: Chain of Title since November 30, 1909, Deed Book 77 page 249

1. By deed dated November 30, 1909, Deed Book 77 page 249, James H. Ferguson and Unoka Ferguson, his wife, conveyed the subject tracts of 38 acres and 45 acres, to Letha Matthews.

2. Letha Matthews died on or about January 13, 1959, and under the terms of her Will recorded in Wayne County Will Book 9 page 119, she devised the property (that included the subject tracts of 38 acres and 45 acres), as follows:

Excerpt from the Will of Letha Matthews

"2. The surface of farm located at he Mouth of 1 Mile on the Left Fork of Twelvepole be divided equally between my sons."

"3. The mineral on the above farm be divided equally between sons and daughters."

3. According to the Affidavit by Rayburn Matthews dated January 15, 1959, recorded in Wayne County Supplemental Fiduciary Book 6 page 462, Letha Matthews was survived by three sons and three daughters:

Son:	Claude (L.) Matthews	(1/6 mineral and 1/3 surface)
Son:	(J.) Clyde Matthews	(1/6 mineral and 1/3 surface)
Son:	(John) Rayburn Matthews	(1/6 mineral and 1/3 surface)
Daughter:	Opal (Jane) Halliday	(1/6 mineral)
Daughter:	Blanche (M.) Hollister	(1/6 mineral)
Daughter:	Thurley (M.) Zabor	(1/6 mineral)

Claude L. Matthews (died August 28, 1984)

Chain of Title

1/6 Mineral Interest (to David Christopher Matthews)

4. Current Owner of the 1/6 Mineral (including Oil & Gas) Interest in the subject tracts of 38 acres and 45 acres (David Christopher Matthews):

By deed dated January 23, 1973, Deed Book 414 page 511, Claude L. Matthews and Madge L. Matthews, his wife, conveyed "all their right, title and interest in and to the minerals of the Letha Matthews farm located on left fork of Twelve Pole at the mouth of One Mile Creek, Union District, Wayne County, West Virginia, being one-sixth (1/6) of the undivided interest in and to the property devised by the Last Will and Testament of Letha Matthews," to David Christopher Matthews.

5. COGC Lease No. 47-9635-H:

Oil & Gas Lease dated May 28, 1993, Lease Book 65 page 765, from David Matthews, also known as David Christopher Matthews, to COGC, covering 172 acres for a primary term of 4 years commencing May 28, 1993 (with right to extend for an additional term of 5 years).

Claude L. Matthews (died August 28, 1984)  
Chain of Title  
1/3 Surface Interest (up to Larry D. Matthews)

6. Claude L. Matthews died on or about August 28, 1984, and under the terms of his Will recorded in Wayne County Will Book 23 page 107, he devised all of his property (that included his 1/3 surface interest in the subject tracts of 38 acres and 45 acres), to his wife, Madge L. Matthews.

7. Current Owner of the 1/3 Surface Interest in the subject tracts of 38 acres and 45 acres (Larry D. Matthews):

Madge L. Matthews died on or about December 13, 1989, and under the terms of her Will recorded in Wayne County Will Book 28 page 437, she devised all of the rest and residue of her property (that included the subject 1/3 surface interest in said tracts of 38 acres and 45 acres), to Larry D. Matthews.

J. Clyde Matthews (died June 7, 1966)  
Chain of Title  
1/6 Mineral Interest and 1/3 Surface Interest

up to

Three daughters ( devisees) of Roba Matthews, widow of J. Clyde Matthews (Nancy Matthews Stump, Virginia Matthews Gerhold, Sara Jane Matthews Hammesfahr)

8. J. Clyde Matthews died on or about June 7, 1966, and under the terms of his Will recorded in Wayne County Will Book 11 page 449, he devised all of his property (that included his 1/6 mineral interest and his 1/3 surface interest in the subject tracts of 38 acres and 45 acres), to his wife, Roba Matthews.

9. Current Owners of the J. Clyde Matthews, deceased, 1/6 mineral interest and 1/3 surface interest in the subject tracts of 38 acres and 45 acres (Nancy Matthews Stump, Virginia Matthews Gerhold, Sara Jane Matthews Hammesfahr):

Roba Matthews died on or about December 4, 1985, and under the terms of her Will recorded in Wayne County Will Book 24 page 284, she devised all of her property (that included the subject 1/6 mineral interest and 1/3 surface interest in the said tracts of 38 acres and 45 acres), to her three daughters: Nancy Matthews Stump, Virginia Matthews Gerhold and Sara Jane Matthews Hammesfahr.

NOTE: Each daughter received a 1/18 mineral interest & 1/9 surface interest.

10. COGC Lease No. 47-9635-F:

Oil & Gas Lease dated May 14, 1992, Lease Book 65 page 525, from Nancy Stump and James Stump, wife and husband, to COGC, covering 172 acres for a primary term of 5 years commencing May 14, 1992 (with right to extend for an additional term of 5 years).

11. COGC Lease No. 47-9635-E:

Oil & Gas Lease dated May 14, 1992, Lease Book 65 page 522, from Virginia Gerhold and Robert Gerhold, wife and husband, to COGC, covering 172 acres for a primary term of 5 years commencing May 14, 1992 (with right to extend for an additional term of 5 years).

12. COGC Lease No. 47-9635-G:

Oil & Gas Lease dated May 14, 1992, Lease Book 65 page 528, from Sara J. Hammesfahr and Roy D. Hammesfahr, wife and husband, to COGC, covering 172 acres for a primary term of 5 years commencing May 14, 1992 (with right to extend for an additional term of 5 years).

John Rayburn Matthews (died January 7, 1988)

Chain of Title

1/6 Mineral Interest and 1/3 Surface Interest

up to

Helen Ketchum Matthews (widow of John Rayburn Matthews, deceased)

13. Current Owner of the John Rayburn Matthews, deceased, 1/6 Mineral Interest and 1/3 Surface Interest:

John Rayburn Matthews died on or about January 7, 1988, and under the terms of his Will recorded in Wayne County Will Book 26 page 543, he devised all of his property (that included his 1/6 mineral interest and his 1/3 surface interest in the subject tracts of 38 acres and 45 acres), to his wife, Helen Ketchum Matthews.

14. COGC Lease No. 47-9635-D:

Oil & Gas Lease dated May 14, 1992, Lease Book 65 page 519, from Helen K. Matthews, widow, to COGC, covering 172 acres for a primary term of 5 years commencing May 14, 1992 (with right to extend for an additional term of 5 years).

Opal Jane Matthews Halliday (died February 21, 1996)  
1/6 Mineral Interest

15. Excerpt from the Will of Opal Jane Halliday (died February 21, 1996, in Franklin County, Ohio) recorded in Wayne County, West Virginia, Will Book 37 page 183:

"ITEM ONE. Bequest to Children:

On 20th day of July, 1982, I executed a series of inter vivos trusts for all of my personal, real and mixed property for the benefit of my children. It is my intention that these trusts remain valid and that their terms and conditions remain in full force and effect unless otherwise revoked in writing by myself. My reference to these existing trusts is for the sole purpose of acknowledging and identifying the existence of these trusts and there is absolutely no intent to incorporate them herein or to effect their validity by the terms or conditions of this Will. These trusts should remain independent of this Last Will and Testament and the property identified therein is to pass pursuant to the terms of those trusts outside my probate estate."

16. Declaration of Trust dated July 20, 1982, recorded on April 25, 1985, in Wayne County, West Virginia, Lease Book 64 page 700, in which Opal Jane Halliday declared that she was holding the subject tract of 172 acres, in trust for Susan Halliday Scott, Barbara Halliday Settles and Harry J. Halliday, and named Susan Halliday Scott as the first Successor Trustee. Upon the death of Opal Jane Halliday, the Successor Trustee is to transfer the property to the beneficiaries over 21 years of age and terminate the trust.

NOTE: From the records, it cannot be determined whether all of the beneficiaries are over 21 years of age and the trust terminated.

17. COGC Lease No. 47-9635-C:

Oil & Gas Lease dated May 14, 1992, Lease Book 65 page 560, from Susan Scott, Trustee of the Opal J. Halliday Trust, to COGC, covering 172 acres for a primary term of 5 years commencing May 14, 1992 (with right to extend for an additional term of 5 years).

Blanche M. Hollister, widow  
1/6 Mineral Interest

18. COGC Lease No. 47-9635-A:

Oil & Gas Lease dated May 14, 1992, Lease Book 65 page 513, from Blanche M. Hollister, widow, to COGC, covering 172 acres for a primary term of 5 years commencing May 14, 1992 (with right to extend for an additional term of 5 years).

Thurley M. Zabor, widow  
1/6 Mineral Interest

19. COGC Lease No. 47-9635-B:

Oil & Gas Lease dated May 14, 1992, Lease Book 65 page 516, from Thurley M. Zabor, widow, to COGC, covering 172 acres for a primary term of 5 years commencing May 14, 1992 (with right to extend for an additional term of 5 years).

SCHEDULE TWO  
(Attached to Drilling Title Opinion #96-999-U-C)  
Agee #3 Drilling Unit (part of COGC Lease No. 47-9635)

July 14, 1996

Re: Unreleased Oil & Gas Leases

Lessee: Columbia Gas Transmission Corporation

1. Undivided 3/6 Interest:

Oil & Gas Lease dated March 27, 1973, recorded on June 5, 1973, in Lease Book 58 page 122, from J.R. Matthews, et al, to Columbia Gas Transmission Corporation, covering 172 acres for a primary term of 5 years commencing March 27, 1973.

2. Undivided 1/6 Interest:

Oil & Gas Lease dated July 20, 1973, recorded on November 16, 1974, in Lease Book 60 page 563, from Opal Jane Halliday to Columbia Gas Transmission Corporation, covering 172 acres for a primary term of 5 years commencing March 27, 1973.

3. Undivided 1/6 Interest:

Oil & Gas Lease dated August 3, 1973, recorded on November 16, 1974, in Lease Book 60 page 562, from Thurley M. Zabor and Elmer J. Zabor, her husband, to Columbia Gas Transmission Corporation, covering 172 acres for a primary term of 5 years commencing March 27, 1973.

NOTE: See also the Oil & Gas Lease dated November 4, 1974, recorded on December 18, 1974, in Lease Book 60 page 676, from Thurley M. Zabor and Elmer J. Zabor, her husband, to Exxon Corporation, covering 172 acres for a primary term of 10 years commencing November 4, 1974.

4. Undivided 3/6 Interest:

Oil & Gas Lease dated September 12, 1977, recorded on November 8, 1977, in Lease Book 61 page 373, from J.R. Matthews, et al, to Columbia Gas Transmission Corporation, covering 172 acres for a primary term of 5 years commencing March 27, 1978.

5. Undivided 1/6 Interest:

Oil & Gas Lease dated October 19, 1977, recorded on November 23, 1977, in Lease Book 61 page 411, from Thurley M. Zabor and Elmer J. Zabor, her husband, to Columbia Gas Transmission Corporation, covering 172 acres for a primary term of 5 years commencing March 27, 1978.

6. Undivided 3/6 Interest:

Oil & Gas Lease dated June 21, 1983, recorded on December 5, 1983, in Lease Book 64 page 251, from Roba Matthews, et al, to Columbia Gas Transmission Corporation, covering 172 acres for a primary term of 5 years commencing March 27, 1983.

Lessee: Allegheny & Western Energy Corporation

7. Undivided 1/6 Interest:

Oil & Gas Lease dated December 7, 1983, recorded on January 4, 1984, in Lease Book 64 page 292, from Blanche Hollister, widow, to Allegheny & Western Energy Corporation, covering 172 acres for a primary term of 5 years commencing December 7, 1983.

8. Undivided 1/6 Interest:

Oil & Gas Lease dated December 7, 1983, recorded on January 4, 1984, in Lease Book 64 page 290, from Roba F. Matthews to Allegheny & Western Energy Corporation, covering 172 acres for a primary term of 5 years commencing December 7, 1983.

9. Undivided 1/6 Interest:

Oil & Gas Lease dated December 7, 1983, recorded on January 4, 1984, in Lease Book 64 page 294, from Larry D. Matthews, et al, to Allegheny & Western Energy Corporation, covering 172 acres for a primary term of 5 years commencing December 7, 1983.

10. Undivided 1/6 Interest:

Oil & Gas Lease dated December 7, 1983, recorded on January 4, 1984, in Lease Book 64 page 286, from Thurley M. Zabor, widow, to Allegheny & Western Energy Corporation, covering 172 acres for a primary term of 5 years commencing December 7, 1983.

11. Undivided 1/6 Interest:

Oil & Gas Lease dated December 7, 1983, recorded on January 4, 1984, in Lease Book 64 page 288, from Opal Jane Halliday, widow, to Allegheny & Western Energy Corporation, covering 172 acres for a primary term of 5 years commencing December 7, 1983.

12. Undivided 1/6 Interest:

Oil & Gas Lease dated December 7, 1983, recorded on January 4, 1984, in Lease Book 64 page 328, from John Rayburn Matthews and Helen K. Matthews, his wife, to Allegheny & Western Energy Corporation, covering 172 acres for a primary term of 5 years commencing December 7, 1983.

Old Unreleased Leases

13. Oil & Gas Lease dated November 25, 1908, recorded on May 19, 1909, in Lease Book 74 page 480, from James H. Ferguson and Unoca Ferguson, his wife, to J.H. Dickson, covering 100 acres on 1 Mile Creek, for a primary term of 10 years commencing November 25, 1908.

14. Oil & Gas Lease dated May 1, 1918, recorded on September 13, 1918, in Lease Book 2 page 24, from Letha Matthews and J.D. Matthews, her husband, to South Penn Oil Company, covering 100 acres on 12 Pole Creek, for a primary term of 10 years commencing November 25, 1918.

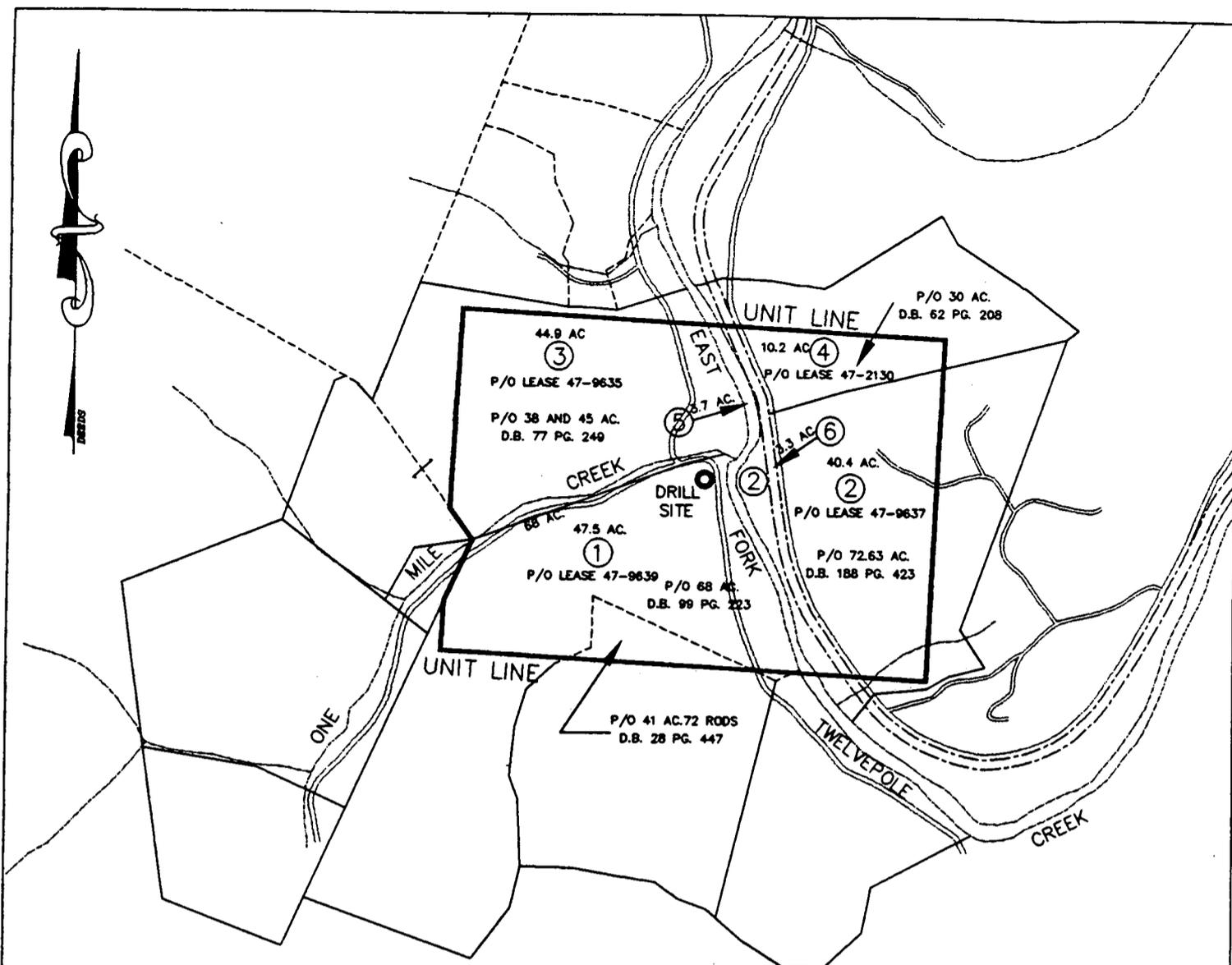
Lessees: Owens-Illinois Glass Company and  
Libbey-Owens-Ford Glass Company

15. Oil & Gas Lease dated November 24, 1942, recorded on February 19, 1943, in Lease Book 30 page 363, from J.D. Matthews and Letha Matthews, his wife, to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 170 acres, for a primary term of 5 years commencing November 24, 1942.

16. Oil & Gas Lease dated May 16, 1947, recorded on December 2, 1947, in Lease Book 36 page 431, from Letha Matthews, widow, to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 170 acres, for a primary term of 5 years commencing November 23, 1947.

17. Oil & Gas Lease dated May 23, 1951, recorded on December 5, 1952, in Lease Book 43 page 116, from Letha Matthews, widow, to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 170 acres, for a primary term of 5 years commencing November 23, 1952.

18. Oil & Gas Lease dated December 16, 1955, recorded on December 3, 1957, in Lease Book 47 page 384, from Letha Matthews, widow, to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 170 acres, for a primary term of 5 years commencing November 23, 1957.



**NOTE**

THE PROPERTY LINES SHOWN HEREON ARE PLOTTED FROM VARIOUS DEEDS OF RECORD. MANY OF THESE DEEDS ARE POORLY WRITTEN AND/OR CONTAIN ERRORS. THIS PLAT IS SUBJECT TO THESE DEEDS AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.

**OIL AND GAS TRACTS INCLUDED IN UNIT**

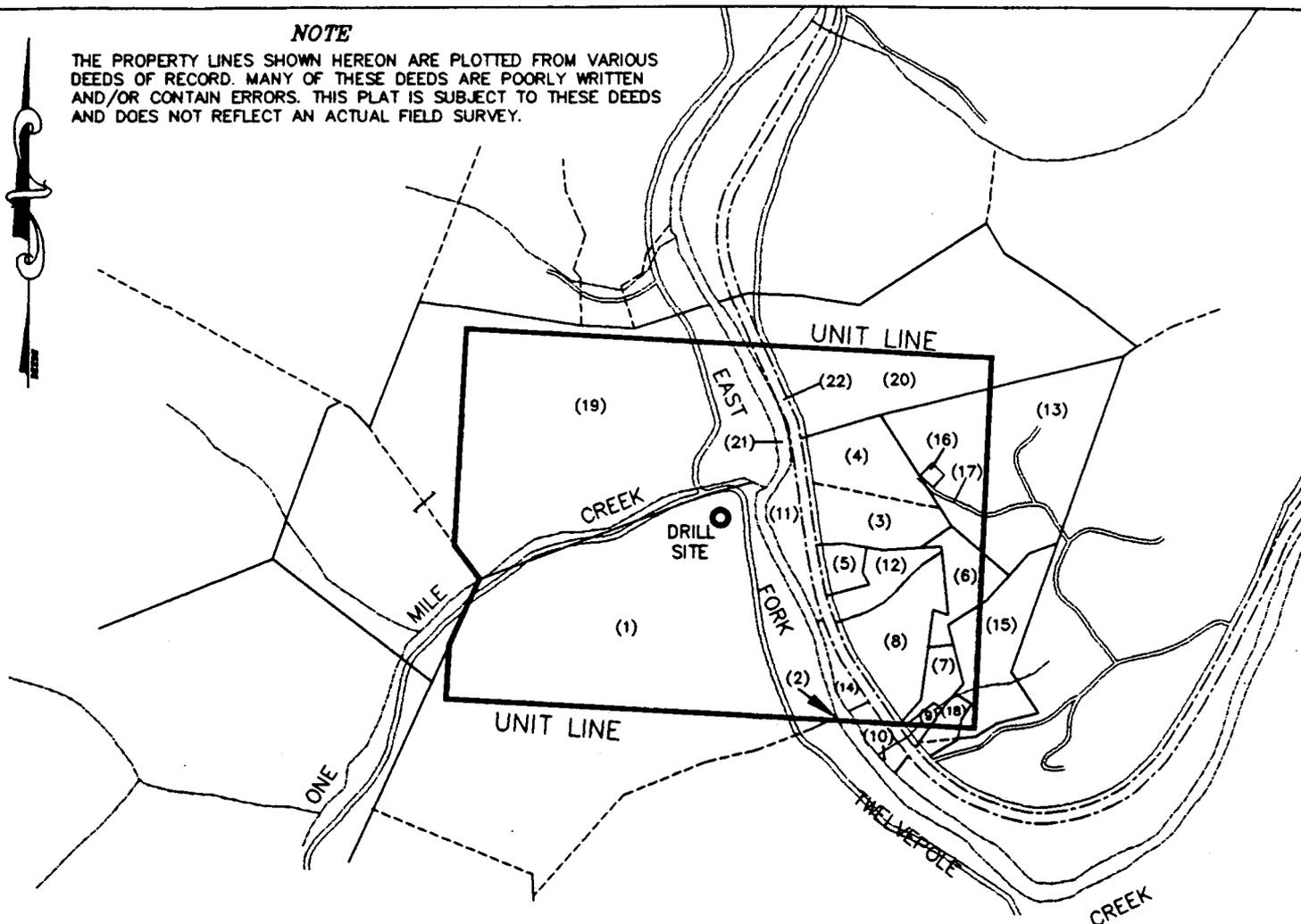
- ① 47.5 AC. OF LEASE NO. 47-9639 CONTAINING 176 AC. FROM AGEE, ET AL, L.B. 65 PG. 585, 587, 590 AND 593
- ② 40.4 AC. OF LEASE NO. 47-9637 CONTAINING 238 AC., OF WHICH PART OF A 72.63 AC. TRACT WITHIN THE 238 AC. LEASE IS UNITIZED, FROM AGEE, ET AL L.B. 65 AT PAGES 563, 566, 568 AND 571
- ③ 44.9 AC. OF LEASE NO. 47-9635 CONTAINING 172 AC. HELEN K. MATTHEWS, WIDOW ET AL. L.B. 65 AT PAGES 513, 516, 519, 522, 525, 528, 560 AND 765
- ④ 10.2 AC. OF LEASE NO. 47-2130 CONTAINING 30 AC. WALTER H. FERGUSON, ET UX, L.B. 65 PG. 511
- ⑤ 3.7 AC. OF THE PROPERTY OF THE STATE OF WEST VIRGINIA WITHIN THE EAST FORK OF TWELVEPOLE CREEK
- ⑥ 3.3 AC. OF THE NORFOLK & SOUTHERN CORPORATION, RAILROAD RIGHT OF WAY, 60' WIDE, D.B. 73 PG. 239

**EXHIBIT "A"**

TO ACCOMPANY UNIT TITLE OPINION NO. 96-999 FOR  
**CABOT OIL & GAS CORPORATION**  
 SHOWING THE OIL AND GAS INTERESTS WITHIN THE  
**AGEE NO. 3 DRILLING UNIT**  
**CONTAINING 150 ACRES**  
 LOCATED ON  
**ONE MILE CREEK & EAST FORK OF TWELVE POLE CREEK**  
**STONEWALL AND UNION DISTRICTS**                      **WAYNE COUNTY, WV.**  
 SCALE 1" = 1000'                      JULY, 1996

**NOTE**

THE PROPERTY LINES SHOWN HEREON ARE PLOTTED FROM VARIOUS DEEDS OF RECORD. MANY OF THESE DEEDS ARE POORLY WRITTEN AND/OR CONTAIN ERRORS. THIS PLAT IS SUBJECT TO THESE DEEDS AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.



**SURFACE TRACTS INCLUDED IN UNIT**

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-9639**

- (1) TM 10-7 BAZIL AND JO ANN WALLACE, HIS WIFE, 75 AC. D.B. 531 PG. 217
- (2) TM 10-9 HERBERT O. AND JUDY TOPPING, HIS WIFE 30 AC. D.B. 571 PG. 48

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-9737**

- (3) TM 10-1 NORMAN AND JETTIE RATLIFF, HIS WIFE, 5.55 AC. D.B. 543 PG. 430
- (4) TM 10-1.1 OPAL MARIE HATFIELD, 5.55 AC. D.B. 351 PG. 377
- (5) TM 10-2 DON AND EVELYN TONEY, HIS WIFE, 1.3 AC. D.B. 298 PG. 371
- (6) TM 10-3 KAREN BLANKENSHIP, 2.929 AC. D.B. 455 PG. 57
- (7) TM 10-3.1 LARRY NEWTON AND DOTTIE LOU BLANKENSHIP, HIS WIFE, 1.1 AC. D.B. 369 PG. 27
- (8) TM 10-3.2 SALLY B. AND SHERMAN L. MOORE, HER HUSBAND, 7.09 AC. D.B. 400 PG. 190
- (9) TM 10-3.3 JACQUELINE J. WAGGONER, 18,980 SQ. FT. (0.44 AC.) D.B. 328 PG. 102
- (10) TM 10-3.4 ELENOR B. FRY, 1.26 AC. D.B. 435 PG. 381
- (11) TM 10-3.5 DON R. AND EVELYN TONEY, HIS WIFE, 2.55 AC. D.B. 425 PG. 482
- (12) TM 10-3.6 DON R. AND EVELYN TONEY, HIS WIFE, 2.36 AC. D.B. 425 PG. 482
- (13) TM 10-3.7 ZELMA RUTH McCOY, 21.5435 AC. LESS R/W, W.B. 29 PG. 728, D.B. 469 PG. 149
- (14) TM 10-3.8 ELENORE B. FRY, 1.171 AC. D.B. 508 PG. 669
- (15) TM 10-3.9 ZELMA McCOY, 1.22 AC. D.B. 519 PG. 744
- (16) TM 10-3.10 TOWN OF WAYNE, 0.2365 AC. & 10' STRIP D.B. 519 PG. 735
- (17) TM 10-8 ZELMA McCOY, LIFE ESTATE, REMAINDER TO KESHA McCOY 17.15 AC. LESS LOT 200'X100', D.B. 486 PG. 660
- (18) TM 10-8.1 JACQUELINE WAGGONER, 1.18 AC. D.B. 380 PG. 124

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-9635**

- (19) TM 34-18 CLYDE J. MATTHEWS ET AL, 38 AC. & 45 AC. W.B. 9 PG. 119, D.B. 77 PG. 249

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-2130**

- (20) TM 34-22 WALTER H. AND SYLVIA FERGUSON, HIS WIFE, 30 AC. D.B. 477 PG. 344, TRACT 1

**SURFACE TRACTS NOT UNDER LEASE**

- (21) TM STATE OF WEST VIRGINIA, 12 POLE CREEK, 3.7 AC. IN UNIT, NO DEED
- (22) TM NORFOLK & SOUTHERN CORP. 3.3 AC. OF A 60' RAILROAD RIGHT OF WAY D.B 73 PG. 239

**EXHIBIT "B"**

TO ACCOMPANY UNIT TITLE OPINION NO. 96-999 FOR  
**CABOT OIL & GAS CORPORATION**  
SHOWING THE SURFACE INTERESTS WITHIN THE  
**AGEE NO. 3 DRILLING UNIT**  
**CONTAINING 150 ACRES**

LOCATED ON

ONE MILE CREEK & EAST FORK OF TWELVE POLE CREEK  
STONEWALL AND UNION DISTRICTS                      WAYNE COUNTY, WV.

SCALE 1" = 1000'                      JULY, 1996

AGEE

77/249

Matthew Lease

EE A

J. H. Lambert, Clerk,  
By C. Frazier, Deput,

James N. Ferguson <sup>and wife</sup>  
To } Deed,  
Letha Matthews,

This Deed, made this the 30th day of November, 1909, by and between James N. Ferguson and Unoka Ferguson, his wife, parties of the first part and Letha Matthews, party of the second part, all of the County of Wayne and State of West Virginia,

Witnesseth: - That for and in consideration of the sum of Seventeen Hundred and Twenty-five (1725) Dollars, of which amount the sum of Fifteen Hundred (1500) Dollars, is in hand paid the receipt of which is hereby acknowledged, and the residue is to be paid as follows, One Hundred and Fifteen (115) Dollars is to be paid in one year from date and One Hundred and Ten (110) Dollars is to be paid in two years from date, with interest thereon at the rate of 6% per annum, as is evidenced by notes of some date herewith signed by the said Letha Matthews, the parties of the first part have this day bargained and sold and by these presents doth hereby grant and convey unto the party of the second part the following described two tracts or parcels of land, situate in the County of Wayne and State of West Virginia, and on the Left Fork of Twelve Pole River and One Mile Creek a tributary of the said Left Fork, and bounded and described as follows, to-wit:

One Tract: (Beginning at a large white walnut standing on the bank of Twelve Pole just above and opposite the A. W. Dean house, thence a straight line about 180 yards to an apple tree, thence a straight line about 182 yards to two ash bushes; thence a straight line about 200 yards to an ash on top of a hill on Lawrence Dickerson's line; thence with said Dickerson line to the A. N. Ferguson line; thence with the A. N. Ferguson line to the Left Fork of Twelve Pole River; thence down said Twelve Pole River with the meanders thereof to the beginning.)

35'  
378

Containing Thirty Eight Acres, be the same more or less, One Other Tract: Beginning at a stone on A. W.

Ferguson's line near One Mill Creek thence across the field and a point with a marked line to two small Hickories on the Ferguson line; thence with said line S. 19 N. to an ash, corner to a 94 acre survey made by Joseph Dean; thence with same N. 74° W. 9 paces to a white oak on the side of the hill; S. 65° W. 22 paces to two white oaks on the top of a ridge; S. 75 1/2° W. 50 paces to ~~two~~ <sup>one</sup> ~~hickory~~ <sup>oak</sup> and hickory near a branch (or to a rock in the branch near a buck by a spring); thence down the branch 50 paces to a rock corner near the branch; thence east on back side of an old orchard with marked line 23 paces to a little hickory corner; thence down the hill by the lower end of an old orchard to One Mill Creek and up the hill to a rock corner on A. W. Ferguson's line 23 paces; thence with A. W. Ferguson's line to the beginning)

Containing Forty-five Acres, <sup>or</sup> be the same more or less, Reserving however out of the Thirty-eight acre tract One-fourth of an acre for a graveyard, at the place where the graveyard now is, with the right of passing to and from said graveyard, To have and to hold unto the party of the second part her heirs and assigns forever, together with all the appurtenances therunto belonging with covenants of General Warranty,

The parties of the first part hereby conveys, unto the party of the second part all the interest and benefits as may be derived from a certain oil and gas lease as given on the above described premises, as given to J. W. Dickson,

A Vendor's Lien is hereby retained upon the lands as are herein conveyed to secure the unpaid purchase money.

Witness the following signatures and seals,  
 James N. Ferguson (seal)  
 Uroca Ferguson (seal)

State of West Virginia  
 Wayne County, to-wit:  
 I, J. H. Lambert, a Notary Public, within and for the County and State aforesaid, do hereby certify that James N. Ferguson and Uroca Ferguson, his wife, whose names are signed to the foregoing deed, bearing date of November 30th 1909, have each this day acknowledged the same before me in

250

Not Over My Commission Expires

State of West Virginia

77/251

Deputy County Court Clerk's office,

This day this deed from J. N. Ferguson wife to Leta Mathews was presented at my office, and the same together with the certificate of acknowledgment thereon was duly admitted to record,

45A  
38A

Given under my hand this 1st day of December, 1909,

J. Lambert, Clerk,  
By Frazier, Deput.



102 1-16

WAYNE COUNTY

Suppl. Fid. 6-462  
462

FL-54420 - CEREDD ADVANCE CO., INC., KENOVA, W. VIRGINIA

In re the qualifications Rayburn Matthews

as Executor of Letha Matthews, deceased.

The following is a correct statement of all the heirs, and all the next of kin of said deceased, together with their residences.

- Rayburn Matthews a Son of decedent,  
Who resides at Wayne, W.Va.
- Clyde Matthews a Son of decedent,  
Who resides at Piedmont Rd. Huntington, W.Va.
- Claude Matthews a Son of decedent,  
Who resides at Chesterfield Ave. Huntington, W.Va.
- Blanche Hollister a Daughter of decedent,  
Who resides at Beverly Hills, Huntington, W.Va.
- Opal Halliday a Daughter of decedent,  
Who resides at Powell, Ohio
- Thurley Zabor a Daughter of decedent,  
Who resides at Berea, Ohio
- Who resides at \_\_\_\_\_ of decedent,

STATE OF WEST VIRGINIA, COUNTY OF WAYNE, ss.

Rayburn Matthews being fully sworn, deposes and says the names, residences and post office addresses of the distributees of the estate of Letha Matthews, deceased, as set out in the foregoing affidavit are correct to the best of his knowledge and belief, except as to matters therein stated to be alleged on information and belief, and as to those matters, he believes them to be true.

Rayburn Matthews

Subscribed and sworn to before me and filed this 15 day of January 19 59

Frank Canterbury  
Clerk of County Court.  
By Marie Oshorn Deputy.

9/119

WB 9-119

Book 9  
PAGE 119

WAYNE COUNTY COURT  
IN VACATION  
JANUARY 15, 1959

This day an instrument of writing purporting to be the Last Will and Testament of Letha Matthews, deceased was presented to the Clerk for probate.

From evidence as adduced before the Clerk, it appears that the said Letha Matthews, departed this life on or about January 13, 1959, and that at the time of her death she was a citizen and resident of Union District, Wayne County, West Virginia.

Thereupon came M. J. Robinett, one of the two subscribing and attesting witnesses thereof, who after having been duly sworn, say that the said Letha Matthews published and declared the said instrument of writing to be her last Will and Testament, and that the said Letha Matthews signed her name to said instrument of writing in his presence and the presence of C. F. Allen, who is now deceased, the other subscribing and attesting witness, and they as subscribing and attesting witnesses signed their names in the presence of the said Letha Matthews and in the presence of each other.

The Clerk being of the opinion that the said instrument of writing is the Last Will and Testament of Letha Matthews, deceased it is hereby ordered that the same be, and it is hereby duly admitted to probate as and for the last Will and Testament of Letha Matthews, deceased and the same is duly admitted to record accordingly.

Thereupon came Rayburn Matthews, who was named in said Will as Executor in person before the Clerk and accepted said trust, entered into and acknowledged a bond in the penalty of Three Thousand Dollars, conditioned as the law directs, together with H. S. Ketchum as surety thereon, thereupon the said Rayburn Matthews took the several oaths as prescribed by law as said Executor.

On motion of the Executor and the Clerk being of the opinion that they are fit and proper persons to act as such, it is hereby ordered that M. J. Robinett, Everett Walker and H. S. Ketchum be, and they are hereby duly appointed as appraisers of the estate of Letha Matthews, deceased.

It is hereby ordered that fiduciary settlement of the accounts of the said Executor be made before Henry H. Wellman, Commissioner of Accounts for Wayne County, West Virginia.

Given under my hand this the 15th day of January, 1959.

*Frank B. [Signature]*  
WAYNE COUNTY COURT CLERK

BOOK 9  
PAGE 120

I, \* Letha Matthews, of the City of Wayne, Wayne County and State of West Virginia, being of legal age and sound mind and memory, do make, publish and declare this to be my LAST WILL and TESTAMENT, hereby revoking any and all wills by me heretofore made.

1. I direct that all my just debts and funeral expenses be paid as soon after my death as may be practicable.

2. The surface of farm located at the Mouth of Mile on the Left Fork of Twelvepole be divided equally between my sons.

3. The mineral on the above farm be divided equally between my sons and daughters.

4. The house located on Keyser Street in the Town of Wayne be divided equally between my daughters.

5. The lots located in Napier Addition be given to my son Rayburn.

6. All farming equipment that has been borrowed shall be returned and be the property of my sons.

7. My personal property be sold to members of my family to the highest bidder, with the following exception. Property that was given me will be returned to the giver.

I nominate and appoint Rayburn Matthews executor of this my Last Will and Testament to serve with bond.

In Witness thereof, I have hereunto set my hand to this MY Last Will and Testament at Wayne this 10 day of Aug, A.D. 1955

Signed Letha Matthews

The above named testatory Rayburn Matthews signed the foregoing instrument in our presence and published and declared the same to be her Last Will and Testament, and we thereupon at her request and in her presence and in the presence of each other, hereunto subscribe our names as witnesses on this 10 day of Aug 1955

Witnesses: C. F. Allen Wayne, W. Va.

Inf. Robinson, Wayne, W. Va.

STATE OF WEST VIRGINIA  
WAYNE COUNTY COURT CLERK'S OFFICE, S.S.

This Day the foregoing WILL & ORDER OF PROBATE was presented at my Office, and the same ~~was~~ ~~admitted~~ ~~to~~ ~~record~~, ~~and~~ ~~the~~ ~~same~~ ~~was~~ ~~duly~~ ~~admitted~~ ~~to~~ ~~record~~.

Given under my hand this 15<sup>th</sup> day of January 19 59

Frank Canterbury Clerk  
By Gene Brumfield Deputy

Declaration of Trust # 13853

WHEREAS, I, Opal Jane Halliday of the  
City of Worthington County of Franklin State of Ohio

Lease No. 67637, granted by J.R. Matthews and others for 172 acres in  
am the owner of certain ~~XXXXXX~~ Union District, Wayne County, West Virginia, as well as interest in lands encumbered thereby

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I do hereby acknowledge and declare that I hold  
and will hold said ~~XXXXXX~~ and all my right, title and interest in and to said ~~XXXXXX~~ IN TRUST

1. For the use and benefit of the following three (3) persons, in equal shares, ~~XXXXXX~~ per  
stirpes:

- Susan Halliday Scott - 1st beneficiary and Successor Trustee
- Barbara Halliday Settles - 2nd beneficiary and Successor Trustee
- Harry J. Halliday

FILED  
COUNTY CLERK'S OFFICE  
WAYNE COUNTY, W. VA.  
APR 25 1985  
1985 APR 25 AM 11: 21

If because of my physical or mental incapacity certified in writing by a physician, the Successor Trustee hereinafter named shall assume active administration of this trust during my lifetime, such Successor Trustee shall be fully authorized to pay to me or disburse on my behalf such sums from income or principal as appear necessary or desirable for my comfort or welfare. Upon my death, unless the beneficiaries all shall predecease me or unless we all shall die as a result of a common accident or disaster, my Successor Trustee is hereby directed forthwith to transfer said ~~XXXXXX~~ and all right, title and interest in and to said ~~XXXXXX~~ unto the beneficiaries absolutely and thereby terminate this trust; provided, however, that if any beneficiary hereunder shall not have attained the age of 21 years, the Successor Trustee shall hold such beneficiary's share of the trust assets in continuing trust until such beneficiary shall have attained the age of 21 years. During such period of continuing trust the Successor Trustee, in his absolute discretion, may retain the specific ~~XXXXXX~~ herein described if he believes it to be in the best interest of the beneficiary so to do, or he may sell or otherwise dispose of any or all of them, investing and reinvesting the proceeds as he may deem appropriate. Prior to the date upon which such beneficiary attains the age of 21 years, the Successor Trustee may apply or expend any or all of the income or principal directly for the maintenance, education and support of the beneficiary without the intervention of any guardian and without application to any court. Such payments of income or principal may be made to the parents of such beneficiary or to the person with whom the beneficiary is living without any liability upon the Successor Trustee to see to the application thereof. If such beneficiary survives me but dies before attaining the age of 21 years, at his or her death the Successor Trustee shall transfer, pay over and deliver the trust property being held for such beneficiary to such beneficiary's personal representative, absolutely.

2. For purposes of specific identification, the assets held pursuant to this trust shall be all those ~~XXXXXX~~ in the name of:  
Opal Jane Halliday, Trustee ~~XXXXXXXXXXXXXXXXXXXX~~

3. Each beneficiary hereunder shall be liable for his proportionate share of any taxes levied upon the Settlor's total taxable estate by reason of the Settlor's death.

4. The interests of a beneficiary hereunder shall be inalienable and free from anticipation, assignment, attachment, pledge or control by creditors or a present or former spouse of such beneficiary in any proceeding at law or in equity. ~~XXXXXX~~

5. This trust is created upon the express understanding that the issuer, transfer agent or custodian of any ~~XXXXXX~~ held hereunder shall be under no liability whatsoever to see to its proper administration, and that upon the transfer of the right, title and interest in and to said ~~XXXXXX~~ by any Trustee hereunder, said issuer, transfer agent or custodian shall conclusively treat the transferee as the sole owner of said ~~XXXXXX~~. In the event that any shares, cash or other property shall be distributable at any time under the terms of said ~~XXXXXX~~, the said issuer, transfer agent or custodian is fully authorized to transfer, pay over and deliver the same to whosoever shall then be Trustee hereunder, and shall be under no liability to see to the proper application thereof. Until the issuer, transfer agent or custodian shall receive from some person interested in this trust, written notice of any death or other event upon which the right to receive may depend, said issuer, transfer agent or custodian shall incur no liability for payments made in good faith to persons whose interests shall have been affected by such event. The issuer, transfer agent or custodian shall be protected in acting upon any notice or other instrument or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

6. I reserve unto myself the power and right to pledge any of the ~~XXXXXX~~ held hereunder as collateral for a loan.

7. I reserve unto myself exclusively the power and right to collect any dividends, interest, capital gain distributions or other income which may accrue from the trust property during my lifetime and to pay such income to myself as an individual, and no beneficiary named herein shall have any claim upon any such income and/or profits distributed to me.

Opal Jane Halliday  
550 Xland Road  
Worthington, Ohio 43085



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BOOK ~~91~~  
PAGE ~~162~~

WAYNE COUNTY COMMISSION  
IN VACATION  
JUNE 17, 1996

This day James H. Young, Jr. appeared in person before the Clerk and was requested in writing by Susan Halliday Scott, Executrix, that he be appointed Ancillary Administrator CTA of the estate of Opal Jane Halliday, deceased.

From evidence as adduced before the Clerk it appears Opal Jane Halliday departed this life on or about February 21, 1996, and at the time of her death she was a citizen and resident of Franklin County, Ohio.

The Last Will and Testament of Opal Jane Halliday, deceased, was probated on February 29, 1996 in Franklin County, Ohio, and a certified copy of said Will was filed for record in the Clerk of the County Commission's Office, Wayne County, West Virginia.

And, it appearing to the County Clerk that the authenticated copy of the Will of Opal Jane Halliday, as certified from the record of the County of Franklin in the State of Ohio, is a valid Will under the applicable laws of West Virginia, and that same shall be hereby admitted to probate as a valid Will as to real estate in the State of West Virginia.

The Clerk being of the opinion that said James H. Young, Jr., is a fit and proper person to act as Ancillary Administrator CTA, it is hereby ordered that James H. Young, Jr. be, and he is hereby duly appointed Ancillary Administrator CTA of the estate of Opal Jane Halliday, deceased.

The said James H. Young, Jr. being present before the Clerk and accepted said trust and took the several oaths as prescribed by law as said Ancillary Administrator CTA.

Given under my hand this 17th day of June, 1996.

*Robert E. Farley*  
CLERK

=====

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PAGE 183

BOOK 37  
PAGE 184

LAST WILL AND TESTAMENT

OF

OPAL JANE HALLIDAY

FILED  
FEB 29 1996  
LAWRENCE A. BELSKIS  
PROBATE JUDGE  
442302

I, OPAL JANE HALLIDAY, hereinafter called the Testator, do make, publish and declare this as and for my Last Will and Testament hereby revoking any and all Wills and Codicils thereto by me heretofore made as follows:

ITEM ONE. Request to Children:

On 20<sup>th</sup> day of July, 1992, I executed a series of inter vivos trusts for all of my personal, real and mixed property for the benefit of my children. It is my intention that these trusts remain valid and that their terms and conditions remain in full force and effect unless otherwise revoked in writing by myself. My reference to these existing trusts is for the sole purpose of acknowledging and identifying the existence of these trusts and there is absolutely no intent to incorporate them herein or to effect their validity by the terms or conditions of this Will. These trusts should remain independent of this Last Will and Testament and the property identified therein is to pass pursuant to the terms of those trusts outside my probate estate.

In the event any of the inter vivos trusts are declared to be invalid for any reason or any of the existing trusts are revoked in writing by myself, or there is any property which becomes part of my estate which is not subject to the inter vivos trusts, in that event, I give, devise, and bequeath to my children, SUSAN HALLIDAY SCOTT, PABARA HALLIDAY SETTLES, and HARRY J. HALLIDAY, in equal parts, per stirpes all of the property I may own or have an interest in at the time of my death, real, personal or mixed, except that I make specific bequests of the real estate which I own at 986 Hard Road, Worthington, Ohio.

The real estate at Hard Road is presently subject to an inter vivos trust and it is my expectation that the real property

On Computer

RECORDED  
BOOK PAGE 183-  
WAYNE COUNTY COMMISSION  
DATE OF RECORDING 1996-02-29 14:47:47  
INDEXED  
CLERK OF THE COUNTY COMMISSION  
1996

LAW OFFICES  
JAMES S. MOWERY, JR.  
CASCADE CORPORATE CENTER  
130 EAST WILSON BRIDGE ROAD, SUITE 210  
COLUMBUS, OHIO 43261  
614/888-1110  
THIS WILL ADMITTED  
TO PROBATE & RECORD  
FEB 29 1996  
LAWRENCE A. BELSKIS  
PROBATE JUDGE

09 H

will pass to the beneficiaries under the terms and conditions of that trust. In the event that trust is either invalid or revoked, then the real property will be distributed as provided below.

My property located at 888 Hard Road, Worthington, Ohio containing approximately 8.556 acres is surveyed into three (3) plats; Plat No. 1 containing approximately 2.22 acres; Plat No. 2 containing approximately 2.19 acres and Plat No. 3 containing approximately 4.145 acres. I am attaching to this Will a copy of the survey which was prepared for me on my property located at 888 Hard Road, Worthington, Ohio. This survey was prepared by M.W. Hugus, Reg. Sur. 14842 and specifically identifies Plats 1, 2 and 3. It is my intention to give each of my children the specific plats identified below:

I give, devise and bequeath to my daughter, SUSAN HALLIDAY SCOTT, or if she predeceases me, to her children in equal parts, per stirpes the parcel referred to as Plat No. 3 containing approximately 4.145 acres.

I give, devise and bequeath to my daughter, BARBARA HALLIDAY SETTLES, or if she predeceases me, to her children in equal parts, per stirpes the parcel referred to as Plat No. 2 containing approximately 2.19 acres.

I give, devise and bequeath to my son, HARRY J. HALLIDAY, or if he predeceases me, to his children in equal parts, per stirpes the parcel referred to as Plat No. 1 containing approximately 2.22 acres.

On Computer

I do not wish to include in my estate all furniture, fixtures and personal property situated at 888 Hard Road, Worthington, Ohio on the date of my death.

ITEM TWO. Appointment of Fiduciary:

I nominate my said daughter, SUSAN HALLIDAY SCOTT, Executor (hereinafter known as Fiduciary) of this my Last Will and Testament, and request that said Fiduciary be required to give no bond for the performance of said Fiduciary's duties as such or otherwise. Should my said daughter for any reason be unable or unwilling to be appointed, or if after having been appointed should my daughter cease to act for any reason, I

THIS WILL ADMITTED TO PROBATE & RECORD  
FEB 29 1996  
LAWRENCE A. BELSKIS  
PROBATE JUDGE

FILED  
FEB 29 1996  
LAWRENCE A. BELSKIS  
JAMES S. MOWERY, JR.  
CASCADE CORPORATE CENTER  
130 EAST WILSON BRIDGE ROAD, SUITE 210  
COLUMBUS, OHIO 43285  
614/898-1700

082

BOOK 37  
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440002

appoint, MARTHA HALLIDAY WATKINS, of Columbus, Ohio to serve without bond, and any Fiduciary named herein, shall have all powers, rights, obligations and duties as in this Will provided for my daughter as such.

ITEM THREE. Authority of Fiduciary:

My Fiduciary shall have full power and authority to retain investments in my estate in the same form as received by the Fiduciary; to sell, transfer, dispose of, assign, lease, and convey any property, investments or securities held by the Fiduciary including, by way of example only, real estate, stocks and bonds, without notice, advertisement, appraisal, valuation or court order or other legal formality, at public or private sale, for such amount and on such terms as the Fiduciary may deem advisable. The Fiduciary shall also have full power and authority to invest and reinvest any monies in the Fiduciary's hands and to change investments, in such investments, securities or property as the Fiduciary deems best, without regard to the statutes of any state or the rules of any court relating to investments by the Fiduciary. No purchaser need look to the application of the purchase money.

My said Fiduciary has the right, without Court order or other legal formality, to compromise any and all claims in favor of or against my estate as the Fiduciary may deem proper.

ITEM FOUR. Tax Payment:

I direct my Fiduciary to pay and charge to the principal of my estate and to treat as expenses of administration chargeable against my residuary estate, all estate, inheritance, and succession taxes, state and federal, levied or assessed against my Fiduciary or my estate, or any beneficiary, or which may be occasioned by my death, even though any such tax may be assessed in whole or in part with respect to property, including insurance, which does not come into the possession of my Fiduciary, and I hereby waive on behalf of my estate any right to recover, and direct my Fiduciary not to seek to recover any part

On Computer

FILED  
FEB 29 1996  
LAWRENCE A. BELSKIS  
PROBATE JUDGE

THIS WILL ADMITTED  
TO PROBATE & RECORD  
LAW OFFICES  
JAMES S. MOWERY, JR.  
CASCADE CORPORATE CENTER  
FEB 29 1996  
130 EAST WILSON BRIDGE ROAD, SUITE 210  
COLUMBUS, OHIO 43219  
LAWRENCE A. BELSKIS  
PROBATE JUDGE  
611 / AMM-1170

442302

of such taxes so paid from my beneficiary under this Will or from any other person receiving any property or insurance, which is included in whole or in part, in my gross taxable estate.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 20 day of July, 1992, in the presence of the undersigned witnesses.

Opal Jane Halliday  
Opal Jane Halliday

Signed, published and declare by OPAL JANE HALLIDAY, the Testator as and for said Testator's Last Will and Testament, in the presence of the undersigned witnesses, who at said Testator's request, and in said Testator's presence, signed the same as witnesses, on the day and year last above written.

Joseph A. Baker residing at Lawrence A. Baker  
133 West Trenchment  
Columbus, Ohio 43202

James S. Mowery, Jr. residing at 130 E. Wilson Bridge Rd.  
Columbus, Ohio 43085

On Computer

FILED 9  
FEB 29 1996  
LAWRENCE A. BELSKIS  
PROBATE JUDGE

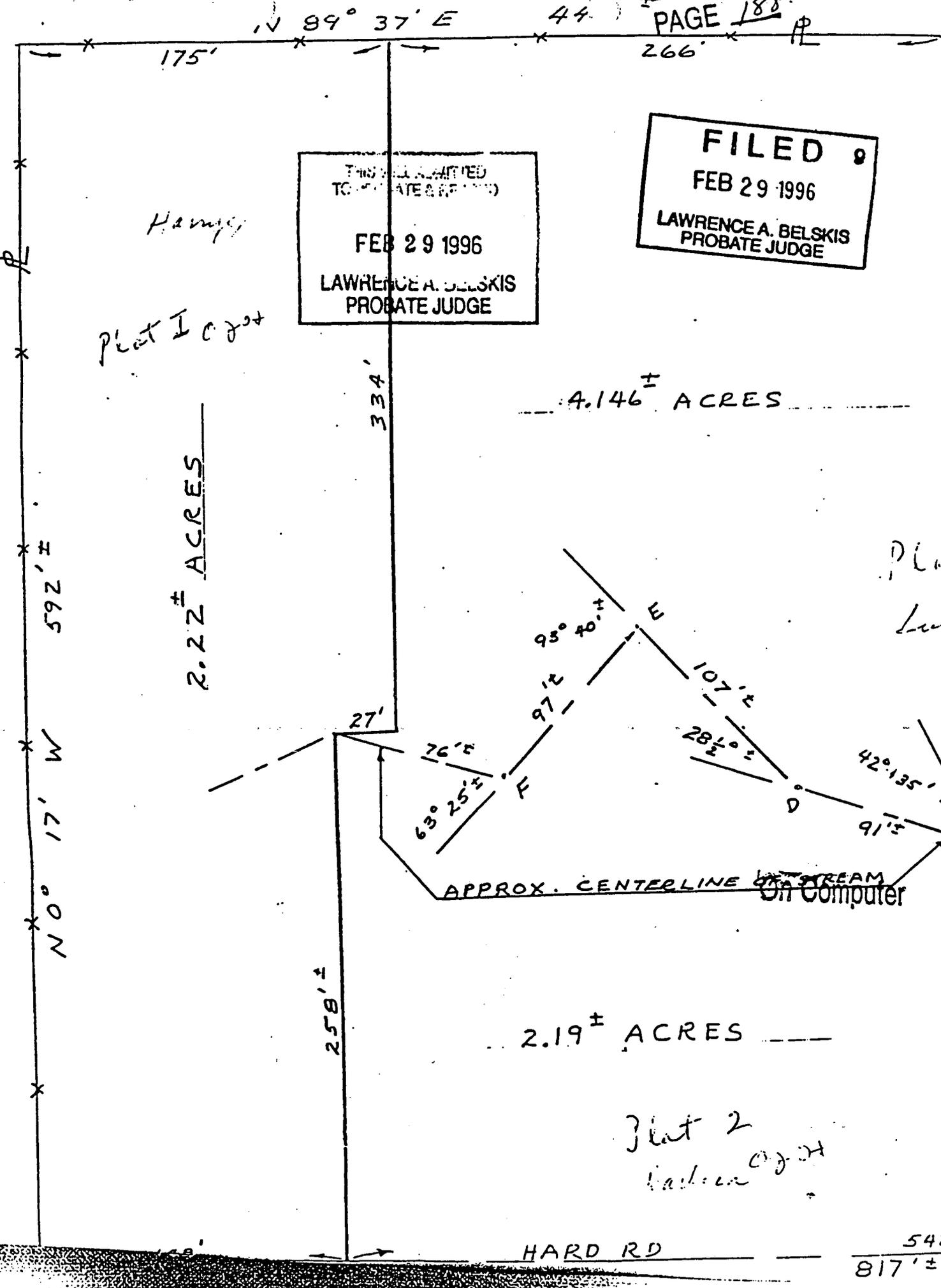
LAW OFFICES  
JAMES S. MOWERY, JR.  
CASCADE CORPORATE CENTER  
130 EAST WILSON BRIDGE ROAD, SUITE 210  
COLUMBUS, OHIO 43205  
614/886 1700

THIS WILL ADMITTED  
TO PROBATE & RECORD  
FEB 29 1996  
LAWRENCE A. BELSKIS  
PROBATE JUDGE

442302

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BOOK <sup>37</sup>  
PAGE <sup>188</sup>



THIS IS RELATED TO PROBATE AFF. NO. 100  
FEB 29 1996  
LAWRENCE A. BELSKIS  
PROBATE JUDGE

FILED  
FEB 29 1996  
LAWRENCE A. BELSKIS  
PROBATE JUDGE

4.416± ACRES

2.22± ACRES

2.19± ACRES

APPROX. CENTERLINE OF STREAM  
On Computer

HARD RD

542  
817'±

This plat shows three parcels ( approximate acres split out of an existing 8.556 acre tract for Opal J. Halliday and being part of Farm Lot # 35, Section 2, T2, R 18, USML, Sharon Township, Franklin County, Ohio as recorded in Deed Book 928 page 469.

This is not a survey plat .

Plat for: O.J. Halliday  
Plat by : M.W. Hugus

Scale: 1" = 60'

3-27-82  
Reg. Sur. #4842  
3-31-82

SCALE: 1" = 60'

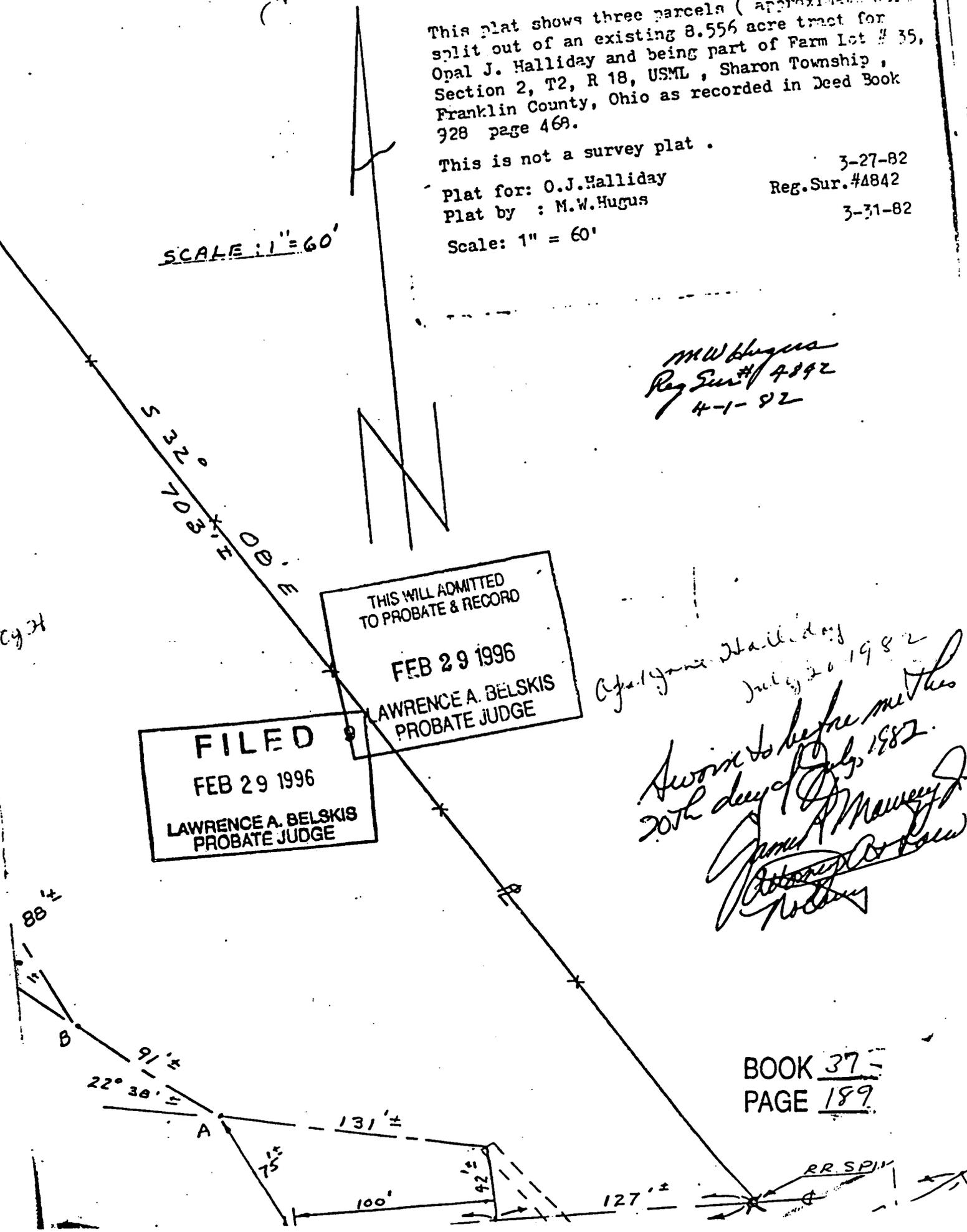
*M.W. Hugus*  
Reg Sur # 4842  
4-1-82

THIS WILL ADMITTED  
TO PROBATE & RECORD  
FEB 29 1996  
LAWRENCE A. BELSKIS  
PROBATE JUDGE

FILED  
FEB 29 1996  
LAWRENCE A. BELSKIS  
PROBATE JUDGE

*Opal J. Halliday*  
July 20 1982  
Sworn to before me this  
20th day of July 1982.  
*James A. Mawney*  
*Notary*

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BOOK 37  
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**PROBATE COURT OF FRANKLIN COUNTY, OHIO**  
**LAWRENCE A. BELSKIS, JUDGE**

ESTATE OF OPAL JANE HALLIDAY  
442302  
Case No. \_\_\_\_\_

**FILED** 9  
FEB 29 1996  
LAWRENCE A. BELSKIS  
PROBATE JUDGE

DECEASED

**ENTRY APPOINTING FIDUCIARY; LETTERS OF AUTHORITY**  
(For Executors and all Administrators)

Name and title of fiduciary SUSAN HALLIDAY SCOTT, EXECUTOR **On Computer**

On hearing in open court the application of the above fiduciary for authority to administer decedent's estate, the Court finds that:

Decedent died [check one of the following] -  testate  intestate - on February 21, 1996  
domiciled in Franklin Co., Ohio

[Check one of the following] -  Bond is dispensed with by the Will -  Bond is dispensed with by law  
 Applicant has executed and filed an appropriate bond, which is approved by the Court; and  
Applicant is a suitable and competent person to execute the trust.

The Court therefore appoints applicant as such fiduciary, with the power conferred by law to administer fully decedent's estate. This entry of appointment constitutes the fiduciary's letters of authority.

FEB 29 1996

Date

*Lawrence A. Belskis*

LAWRENCE A. BELSKIS  
Probate Court

**CERTIFICATE OF APPOINTMENT AND INCUMBENCY**

The above document is a true copy of the original kept by me as custodian of the records of this Court. It constitutes the appointment and letters of authority of the named fiduciary, who is qualified and acting in such capacity.

LAWRENCE A. BELSKIS  
Probate Judge and Ex-Officio Clerk

By \_\_\_\_\_ Deputy clerk

Date \_\_\_\_\_

PROBATE COURT OF FRANKLIN COUNTY, OHIO  
LAWRENCE A. BELSKIS, JUDGE

ESTATE OF OPAL JANE HALLIDAY, DECEASED

**442302**

Case No. \_\_\_\_\_

**ENTRY ADMITTING WILL TO PROBATE**

The Court finds that the purported Will of decedent, either on its face or from the testimony of the witnesses, complies with the applicable law. It is therefore admitted to probate and ordered recorded. The Court further orders that notice of the probate be given by the fiduciary to all parties entitled to notice pursuant to R.C. 2107.18 and 2107.19.

FEB 29 1996

Date

*Lawrence A. Belskis*

9

**LAWRENCE A. BELSKIS**  
Probate Judge

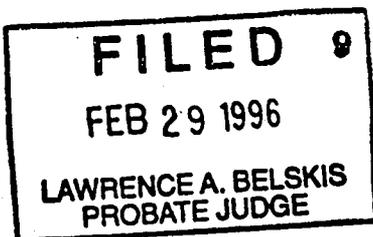
**CERTIFICATE OF SERVICE OF NOTICE OF PROBATE OF WILL**

[R.C. 2107.19]

**On Computer,**

The undersigned hereby states that all persons required to receive notice as provided in R.C. 2107.19 (A)(1) have received notice of the will having been admitted to probate, have waived notice of the will having been admitted to probate, have been notified of the hearing on the probate of the will or a contest as to jurisdiction, or their names or places of residence are unknown and cannot with reasonable diligence be ascertained.

The waivers and/or evidence of notification are attached as required by Civil Rule 73(F).



- Fiduciary
- Applicant for the admission of the will to probate
- Applicant for a release from administration
- Other interested person
- Attorney for the fiduciary or any of the above.

\_\_\_\_\_  
Attorney Registration No.

BOOK 37  
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**CERTIFICATE TO COPY**

THE STATE OF OHIO, )  
 )  
Franklin County )

ss.

**PROBATE COURT**

*I, Lawrence A. Belskis, Judge and Ex-officio Clerk of the Probate Court, within and for said County, having custody of the Files, Journals and Records of said Court, do hereby certify that the foregoing is a true copy of the Last Will and Testament of OPAL JANE HALLIDAY, Deceased, Case Number 442302, Filed February 29, 1996, Will Admitted to Probate and Reocrd February 29, 1996.*

*as the same appears of record and on file in said Court.*

*I further certify that Lawrence A. Belskis, whose certificate is hereto annexed, is duly commissioned and qualified as Judge and Ex-officio Clerk of said Probate Court.*

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Probate Court of Franklin County, at Columbus, Ohio, this*

*23, Day of April, 1996*

*Lawrence A. Belskis*  
\_\_\_\_\_  
**LAWRENCE A. BELSKIS**

Judge and Ex-officio Clerk of the Probate Court,  
Franklin County, Ohio

THE STATE OF OHIO, )  
 )  
Franklin County )

ss.

**PROBATE COURT**

*I, Lawrence A. Belskis, Probate Judge of Franklin County, Ohio, do hereby certify that Lawrence A. Belskis, whose signature appears to the foregoing exemplification and attestation, is Clerk of the Probate Court of said County, and has the custody of the records and files of said Court, and that the said attestation made by him is in due form of law and by the proper officer, and that the seal thereto attached is the seal of said Probate Court.*

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Probate Court of Franklin County, at Columbus, Ohio, this*

*23, Day of April, 1996*

*Lawrence A. Belskis*  
\_\_\_\_\_  
**LAWRENCE A. BELSKIS**

Judge of the Probate Court,  
Franklin County, Ohio

85-P.P.C.

Office of the Clerk of County Commission  
Wayne County, West Virginia

The foregoing writing was this day presented in my office, and thereupon together with the certificate annexed, is admitted to record.

*Robert E. Peaslee* Clerk *Rose Anne* Deputy

July 14, 1996

To: CABOT OIL & GAS CORPORATION  
400 Fairway Drive  
Suite 400  
Coraopolis, PA 15108-4308

Attention: Mr. Jeffrey L. Keim  
Senior Landman

From: William A. Morton  
Attorney at Law  
2011 Kanawha Avenue, SE  
Charleston, West Virginia 25304

UNIT TITLE OPINION #96-999-U-D  
(Part of the proposed Agee #3 Drilling Unit)

COGC Lease No.: 47-2130

Property: Part of Union District Tax Map (TM) 34-22

This Unit Title Opinion #96-999-U-D covers that part of the tract (the "surface" being designated TM 34-22) of 30 acres described as Tract No. 1 in Deed Book 477 page 344, and Deed Book 62 page 208, as shown on EXHIBIT "B" attached hereto, and being part of the Samuel M. Hopkins 1796 Land Grant (Patent) of 70,202 acres in then Kanawha County, Virginia

District: (Assessed in Union District)

County: Wayne

State: West Virginia

Pursuant to your request, I have examined the records in the Office of the Clerk of the County Commission of Wayne County, West Virginia, for the period commencing from sovereignty and ending July 12, 1996, at 4:00 p.m., and subject to any errors or omissions in said records and the indexes thereto, and to any matters that might be observed or discovered by actual ground inspection and proper survey, and further subject to the requirements and limitations hereinafter set forth, I am of the opinion that title to the ownership of the oil and gas in and to the "Property" set out above, is vested as follows, to-wit:

④ 10.2 Ac of Lease No. 47-2130  
Walter H. Ferguson, et ux

---

---

I. OIL & GAS OWNERSHIP

Walter H. Ferguson and Sylvia Ferguson, his wife, or the survivor thereof

Acquired by: Deed dated October 15, 1981, Deed Book 477 page 344 (copy attached hereto), in which Helen Ferguson Blevins, et al, conveyed as Tract No. 1 the subject tract of 30 acres, to Walter H. Ferguson and Sylvia Ferguson, his wife

II. SURFACE OWNERSHIP

Same

Shown on Union District Tax Map (TM) 34-22

III. OIL AND GAS LEASE

COGC Lease No.: 47-2130  
Dated: April 17, 1992  
Recorded on: May 16, 1992  
Lease Book 65 page 511

Lessors: Walter H. Ferguson and Sylvia Ferguson, his wife  
Lessee: COGC  
Land Covered: 172 acres  
Royalties: Oil: 1/8 part of all oil produced and saved  
Gas: 1/8 of the amount realized from the sale of gas as such  
Unitization: No unit shall exceed 640 acres in size

IV. ROYALTIES

NOTE: Royalty payments should be divided in accordance with the proposed Agee #3 Drilling Unit.

1. Lessors (1/8 Oil and Gas Royalty):

Walter H. Ferguson and Sylvia Ferguson, his wife

2. Lessee (Working Interest):

COGC

3. Possibility of an Overriding Royalty:

See Requirements 5 and 6 on page 4 hereof.

V. TAXATION

1995 Land Book  
Union Tax District

1. The oil & gas in the subject tract of land is assessed in the following assessment:

Assessed in the name of: FERGUSON, WALTER H & SYLVIA  
Property description: 29.6 FEE 12 POLE  
Land Valuation: \$4,500.00      Mineral Valuation: \$270.00  
Class: 3      Tax Per Half: \$65.65

2. Taxes on the above assessment have been paid or redeemed for the current ten year period up to and including year 1995 (both halves paid). Taxes for the year 1996 (assessed as of July 1, 1995) become due & payable after July 15, 1996.

3. Taxes for 1997 (assessed as of July 1, 1996) constitute a lien, but are not due and payable until after July 15, 1997.

VI. REQUIREMENTS

1. If field investigation finds that there are persons or parties (other than named in Sections I and II hereof) in actual possession of the subject part of the proposed Agee #3 Drilling Unit or are claiming ownership of the surface and/or the oil and gas, such information should be promptly reported to your Legal Division, regardless of how spurious or frivolous such claims may appear, and a revised title opinion should be requested.

2. Very Important: It is recommended that a careful field investigation be made to determine whether any "hazardous waste" has ever been deposited in, on or underlying the subject tract. If any evidence of "hazardous waste" is found, such evidence should be promptly reported to your Legal Department.

3. Satisfy yourself that underground storage areas and/or tanks, "wetlands", "gob piles" and other "environmental hazards", existing pipelines, powerlines, roads and other types of easements, graves or cemeteries, water wells, buildings and other improvements, and ornamental trees and shrubs, fruit trees, gardens and cultivated crops, will not interfere with your operations on the proposed Agee #3 Drilling Unit.

4. If field investigation finds any evidence of oil and gas operations on the subject part of the proposed Agee #3 Drilling Unit and/or evidence of pooling or unitization of the said subject tract with adjoining tract(s) on which oil and gas operations have been conducted, by persons or parties other than COGC, whether current or many years ago, such information should be promptly reported to the Legal Division and a revised title opinion should be requested.

(continued on next page)

5. Unreleased Oil & Gas Leases:

Oil & Gas Lease dated May 28, 1947, Lease Book 35 page 251, from Lizzie J. Ferguson and Hartley Ferguson, her husband, to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 40 acres and 30 acres for a primary term of 10 years commencing May 28, 1947.

as extended by:

(a) Oil & Gas Lease dated November 23, 1955, Lease Book 47 page 99, from Lizzie J. Ferguson and Hartley Ferguson, her husband, to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 70 acres for a primary term of 10 years commencing May 28, 1957.

(b) Oil & Gas Lease dated March 1, 1966, Lease Book 55 page 9, from Emmett Ferguson and Ona Ferguson, his wife, to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company, covering 70 acres for a primary term of 20 years commencing May 28, 1967.

Assignments:

(c) By Assignment dated May 1, 1970, Assignment Book 15 page 40, Owens-Illinois, Inc. and Libbey-Owens-Ford Company, Ohio corporations, (successors to Owens-Illinois Glass Company and Libbey-Owens-Ford Glass Company), assigned numerous leases (including the above lease) to Industrial Gas Corporation, a Delaware corporation.

NOTE: The Assignors in the above Assignment reserved an overriding royalty of three cents per mcf from "new" wells on the assigned leased premises and one cent per mcf from "existing" wells.

(d) By Assignment dated June 8, 1979 (effective June 1, 1979), Assignment Book 18 page 470, Industrial Gas Corporation, a Delaware corporation, assigned numerous leases (including the above lease) to Tug Fork Corporation, a Delaware corporation.

(e) By Assignment dated August 1, 1980, Assignment Book 19 page 61 and re-recorded in Assignment Book 19 page 189, Tug Fork Corporation, a Delaware corporation, assigned numerous leases (including the above lease) to AED (now COGC).

6. Recommendation concerning the possibility of an Overriding Royalty:

It is recommended that a proper investigation be made to determine whether the overriding royalty set out in the NOTE under paragraph 5(c) above, should (or should not) be paid.

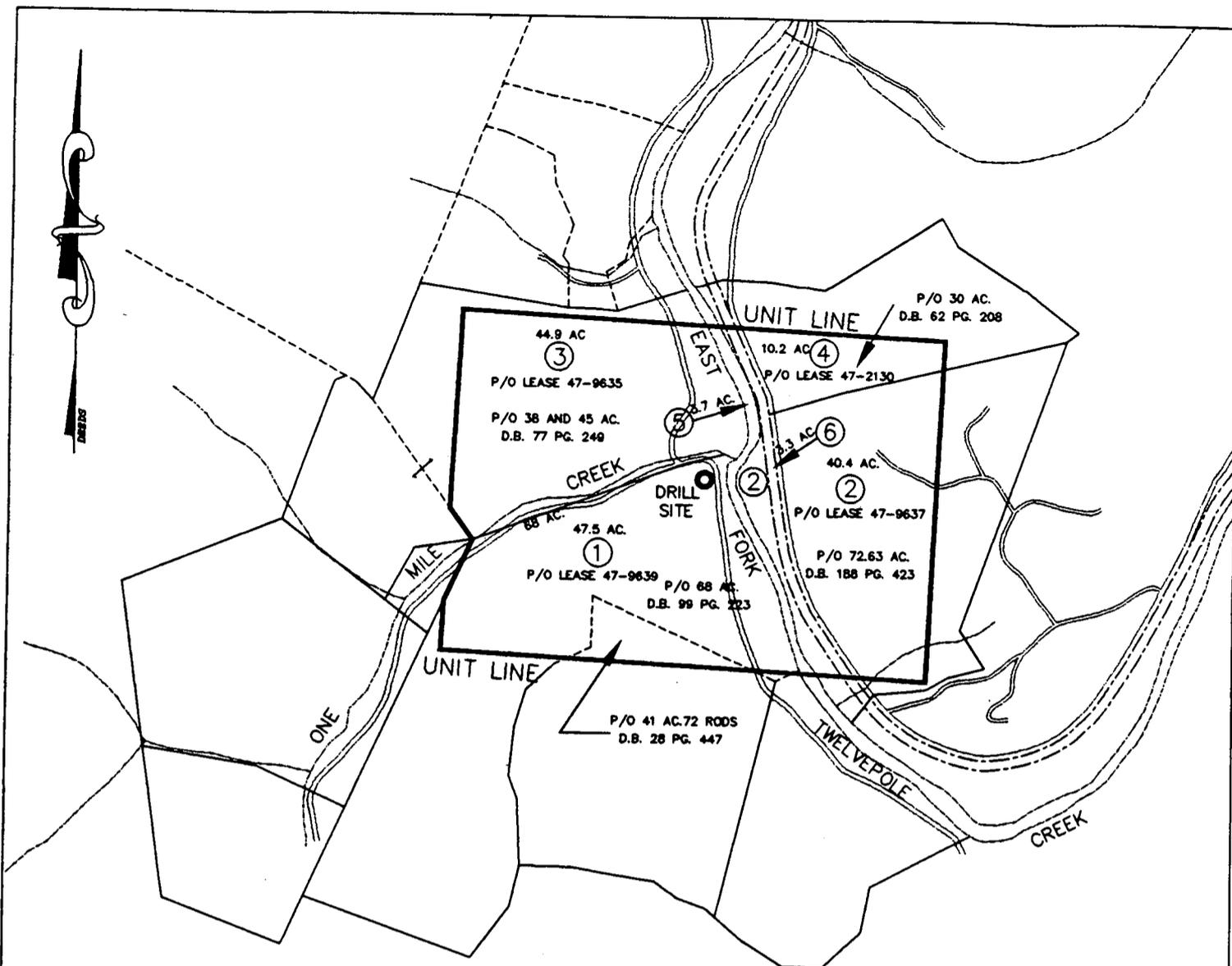
VII. LIMITATIONS OF THIS TITLE OPINION

1. This is a Unit Title Opinion on the oil and gas ownership only and does not include an examination of the records in the said County Clerk's Office for matters pertaining to the coal and other minerals (except oil and gas) and any matters pertaining to the coal and other minerals (except oil and gas) mentioned herein, if any, are furnished as matters of information only.

2. Liens, encumbrances, easements, delinquent taxes, outsales, leases, title defects and irregularities, etc., affecting the "surface only" (and not affecting the oil and gas ownership) are not reported in this title opinion (except that the names of the current owners of the "surface" are reported in SECTION II on page 2 hereof).

3. Only title irregularities, defects, outsales, unreleased liens and other matters of record, adversely affecting the oil and gas ownership, that in the opinion of the undersigned examining attorney are considered to require curative action, are reported in this Unit Title Opinion.

William A. Morton  
William A. Morton  
Attorney at Law



**NOTE**

THE PROPERTY LINES SHOWN HEREON ARE PLOTTED FROM VARIOUS DEEDS OF RECORD. MANY OF THESE DEEDS ARE POORLY WRITTEN AND/OR CONTAIN ERRORS. THIS PLAT IS SUBJECT TO THESE DEEDS AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.

**OIL AND GAS TRACTS INCLUDED IN UNIT**

- ① 47.5 AC. OF LEASE NO. 47-9639 CONTAINING 176 AC. FROM AGEE, ET AL, L.B. 65 PG. 585, 587, 590 AND 593
- ② 40.4 AC. OF LEASE NO. 47-9637 CONTAINING 238 AC., OF WHICH PART OF A 72.63 AC. TRACT WITHIN THE 238 AC. LEASE IS UNITIZED, FROM AGEE, ET AL L.B. 65 AT PAGES 563, 566, 568 AND 571
- ③ 44.9 AC. OF LEASE NO. 47-9635 CONTAINING 172 AC. HELEN K. MATTHEWS, WIDOW ET AL. L.B. 65 AT PAGES 513, 516, 519, 522, 525, 528, 560 AND 765
- ④ 10.2 AC. OF LEASE NO. 47-2130 CONTAINING 30 AC. WALTER H. FERGUSON, ET UX; L.B. 65 PG. 511
- ⑤ 3.7 AC. OF THE PROPERTY OF THE STATE OF WEST VIRGINIA WITHIN THE EAST FORK OF TWELVEPOLE CREEK
- ⑥ 3.3 AC. OF THE NORFOLK & SOUTHERN CORPORATION, RAILROAD RIGHT OF WAY, 60' WIDE, D.B. 73 PG. 239

**EXHIBIT "A"**

**TO ACCOMPANY UNIT TITLE OPINION NO. 96-999 FOR  
CABOT OIL & GAS CORPORATION**

**SHOWING THE OIL AND GAS INTERESTS WITHIN THE  
AGEE NO. 3 DRILLING UNIT**

**CONTAINING 150 ACRES**

**LOCATED ON**

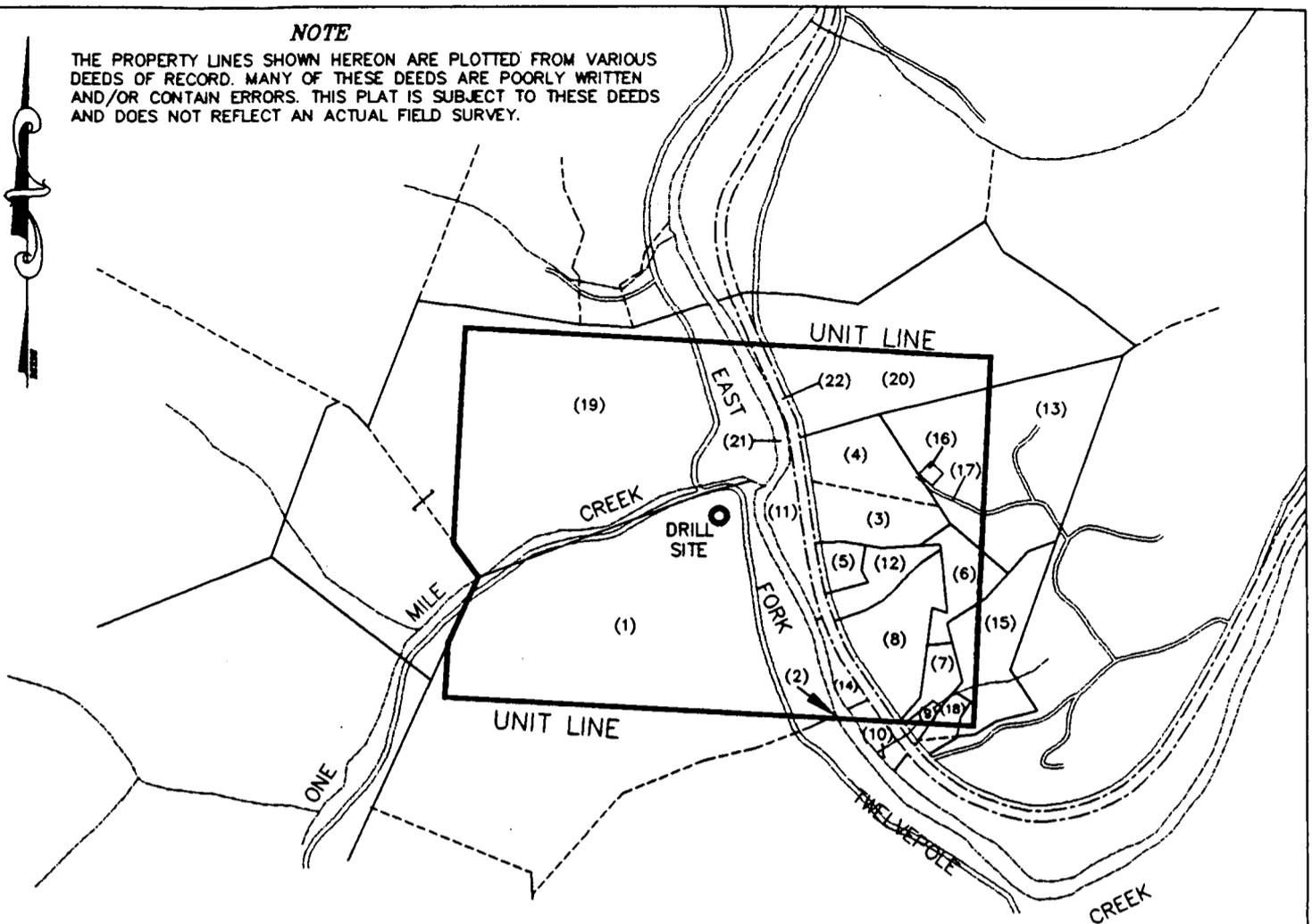
**ONE MILE CREEK & EAST FORK OF TWELVE POLE CREEK  
STONEWALL AND UNION DISTRICTS WAYNE COUNTY, WV.**

**SCALE 1" = 1000'**

**JULY, 1996**

**NOTE**

THE PROPERTY LINES SHOWN HEREON ARE PLOTTED FROM VARIOUS DEEDS OF RECORD. MANY OF THESE DEEDS ARE POORLY WRITTEN AND/OR CONTAIN ERRORS. THIS PLAT IS SUBJECT TO THESE DEEDS AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.



**SURFACE TRACTS INCLUDED IN UNIT**

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-9639**

- (1) TM 10-7 BAZIL AND JO ANN WALLACE, HIS WIFE, 75 AC. D.B. 531 PG. 217
- (2) TM 10-9 HERBERT O. AND JUDY TOPPING, HIS WIFE 30 AC. D.B. 571 PG. 48

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-9737**

- (3) TM 10-1 NORMAN AND JETTIE RATTLIFF, HIS WIFE, 5.55 AC. D.B. 543 PG. 430
- (4) TM 10-1.1 OPAL MARIE HATFIELD, 5.55 AC. D.B. 351 PG. 377
- (5) TM 10-2 DON AND EVELYN TONEY, HIS WIFE, 1.3 AC. D.B. 298 PG. 371
- (6) TM 10-3 KAREN BLANKENSHIP, 2.929 AC. D.B. 455 PG. 57
- (7) TM 10-3.1 LARRY NEWTON AND DOTTIE LOU BLANKENSHIP, HIS WIFE, 1.1 AC. D.B. 369 PG. 27
- (8) TM 10-3.2 SALLY B. AND SHERMAN L. MOORE, HER HUSBAND, 7.09 AC. D.B. 400 PG. 190
- (9) TM 10-3.3 JACQUELINE J. WAGGONER, 18,980 SQ. FT. (0.44 AC.) D.B. 328 PG. 102
- (10) TM 10-3.4 ELENOR B. FRY, 1.26 AC. D.B. 435 PG. 381
- (11) TM 10-3.5 DON R. AND EVELYN TONEY, HIS WIFE, 2.55 AC. D.B. 425 PG. 482
- (12) TM 10-3.6 DON R. AND EVELYN TONEY, HIS WIFE, 2.36 AC. D.B. 425 PG. 482
- (13) TM 10-3.7 ZELMA RUTH McCOY, 21.5435 AC. LESS R/W, W.B. 29 PG. 728, D.B. 469 PG. 149
- (14) TM 10-3.8 ELENORE B. FRY, 1.171 AC. D.B. 508 PG. 669
- (15) TM 10-3.9 ZELMA McCOY, 1.22 AC. D.B. 519 PG. 744
- (16) TM 10-3.10 TOWN OF WAYNE, 0.2365 AC. & 10' STRIP D.B. 519 PG. 735
- (17) TM 10-8 ZELMA McCOY, LIFE ESTATE, REMAINDER TO KESHA McCOY 17.15 AC. LESS LOT 200'X100', D.B. 486 PG. 660
- (18) TM 10-8.1 JACQUELINE WAGGONER, 1.18 AC. D.B. 380 PG. 124

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-9635**

- (19) TM 34-18 CLYDE J. MATTHEWS ET AL, 38 AC. & 45 AC. W.B. 9 PG. 119, D.B. 77 PG. 249

**SURFACE TRACTS INCLUDED IN LEASE NO. 47-2130**

- (20) TM 34-22 WALTER H. AND SYLVIA FERGUSON, HIS WIFE, 30 AC. D.B. 477 PG. 344, TRACT 1

**SURFACE TRACTS NOT UNDER LEASE**

- (21) TM STATE OF WEST VIRGINIA, 12 POLE CREEK, 3.7 AC. IN UNIT, NO DEED
- (22) TM NORFOLK & SOUTHERN CORP. 3.3 AC. OF A 60' RAILROAD RIGHT OF WAY D.B 73 PG. 239

**EXHIBIT "B"**

**TO ACCOMPANY UNIT TITLE OPINION NO. 96-999 FOR  
CABOT OIL & GAS CORPORATION**

**SHOWING THE SURFACE INTERESTS WITHIN THE**

**AGEE NO. 3 DRILLING UNIT**

**CONTAINING 150 ACRES**

**LOCATED ON**

**ONE MILE CREEK & EAST FORK OF TWELVE POLE CREEK  
STONEWALL AND UNION DISTRICTS WAYNE COUNTY, WV.**

**SCALE 1" = 1000'**

**JULY, 1996**

TM 34 - 22, 23, 24

477/344  
① - 30 Ac  
② - 40 Ac  
③ - 61 Ac MINERAL  
(NOTE these 3 tracts join)

BOOK 477  
PAGE 344

3662

THIS DEED, made this 15th day of October, 1981, by and between HELEN FERGUSON BLEVINS and DON BLEVINS, her husband, and WALTER H. FERGUSON and SYLVIA FERGUSON, his wife, parties of the first part, and WALTER H. FERGUSON and SYLVIA FERGUSON, husband and wife, or the survivor thereof, parties of the second part.

WHEREAS, Walter H. Ferguson owns one-half interest in certain real property as hereinafter described, which interest he desires to convey and transfer in favor of himself and his wife, Sylvia Ferguson, with the right of survivorship as permitted by Chapter 48, Article 3, Section 7a of the Official Code of the State of West Virginia, as amended; and

WHEREAS, Helen Ferguson Blevins and Don Blevins, are the owners of the other one-half interest in such property and desire to convey their interest to the parties of the second part.

NOW, THEREFORE, WITNESSETH that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the parties of the second part the following described real property, to-wit:

All those certain pieces or parcels of land situate on the left hand fork of Twelve Pole River, Union District, Wayne County, West Virginia, bounded and described as follows, to-wit:

TRACT NO. 1

BEGINNING at a black oak at the mouth of a drain near the A. W. Dean residence; thence up the drain N 65 30' E 6 rods and 7 links to a stake in said drain S 89 30' E 14 rods and 17 links to a stake; thence leaving the branch S 82 30' E 21 Rods and 8 links to a stake on a hill side N 65 E 22 rods to a stake at a shelly rock in a drain N 62 45' E 47 rods to a stake near a drain on the north side of a low gap; thence leaving Ferguson line and up the drain S 30 E 13 1/5 to a small beech in a drain, S 61 E 30 to a hickory and small white oak S 51 E 28 rods to 2 hickories and a sugar tree on

FILED  
OCT 28 1981  
OCT 28 AM 10:27  
WAYNE COUNTY, W. VA.

Walter H. Ferguson  
2304 McCordley Ave.  
St. Albans, W. Va. 25177

ROBERT G. CHAFIN  
ATTORNEY AT LAW  
WAYNE, W. VA.  
25570

top of a ridge and on line of N. A. Jackson line with same down the ridge and down the hill to a chestnut on the bank of Twelve Pole above the mouth of a drain; thence leaving the Jackson line and down Twelve Pole to the beginning, containing Thirty (30) acres be the same more or less.

Being the same property, an interest in which was conveyed to Emmett Ferguson by deed from Walter H. Ferguson and Sylvia Ferguson by deed dated February 20, 1963 and of record in the Wayne County Commission Clerk's Office in Deed Book 342 at page 83. The remaining interest in the property was obtained by Emmett Ferguson by inheritance.

TRACT NO. 2

Beginning at a Black oak on the Bank of 12 pole at the mouth of a branch and corner to Valany Dean; thence up the Branch N 65.30 E 6 rods and 7 links to a stake in a branch S 89.30 E 14 rods 17 links to a stake S 82.30 E 21 rods and 8 links to a stake on a hill side N 65 E 22 rods to a stake at a shell rock in a branch N 62.45 E 47 rods to a stake near a drain corner to Byron Dean on north side of a low gap; thence N 54 W 10 1/5 rods to a stake in a drain N 8.30 E 15 rods to a stake by a drain; thence down the drain N 58 W 17 rods to a stake on the Bank of a branch N 48.45 W 16 rods to a stake N 50.30 W 14 rods to a stake near the branch N 51.30 W 8 2/5 rods to a forked wilow N 53.30 W 5 1/5 rods to a stake in a branch N 65 W 20 rods to a stake in 12 pole at low water; thence up 12 pole and binding thereon S 46.15 W 19 1/5 rods S 39.30 W 35 1/5 rods S 28 W 18 1/2 rods S 7 W 7 3/5 rods S 20 E 18 rods S 32 E 18 rods to the Beginning, containing 40 acres be the same more or less.

Being the same property conveyed to Lizzie Ferguson by deed from Byron Dean and Laura Dean, his wife, dated September 6, 1904 and recorded in the aforesaid Clerk's Office in Deed Book 62 at page 227 and inherited by Emmett Ferguson from his mother, Lizzie Ferguson.

TRACT NO. 3

The mineral and mineral rights and privileges in and to the following described parcel, together with an easement and right of way throughout the property for ingress and egress to and from Tracts Nos. 1 and 2, above:

BEGINNING on a stake at the mouth of Dean Hollow (commonly called K P branch) thence down twelve pole N 33 E 175 ft. to a stake where a Lynn formerly stood, corner to the Burgess Land and with same S 76 15 E 3018 Ft. to three Chestnut Oaks 15 Ft. West of the ridge; Thence S 21 W 213 Ft. to a Black Oak

and small Hickory; Thence with the high ground of the ridge and with H. A. Jackson's line S 32 W 210 Ft. to a Black Oak; S 6 30 W 321 Ft. to White Oak S 37 30 W 146 Ft. to a Chestnut Oak; S 43 30 W 252 Ft. to three small Chestnut Oaks; S 4 44 30 W 250 Ft. to a White Oak; S 61 15 W 206 Ft. to a Black Oak and Hickory; S 70 30 W 119 Ft. to a stake on the ridge; S 57 W 210 Ft. to a stake corner to Voleny Dean; Thence with said Dean's Line N 51 W 28 Poles to a Hickory and small White Oak; N 61 W 30 Poles to a Beech in a drain; N 30 W 13 1/5 Poles to a stake corner to Lizzie Ferguson, and with said Ferguson line N 54 W 10 1/5 Poles to a stake in a drain; N 8 30 E 15 Poles to a stake in a drain Thence down the branch, N 58 45 W 17 Poles to a stake on the bank of the branch; N 48 45 W 16 Poles to a stake; N 50 30 W 14 Poles to a stake near a branch N 51 30 W 5 1/5 Poles to a stake in the branch; N 65 W 20 Poles to the beginning. On the land book as 30 acres, but in a survey made March 5th 1946 and recorded in the County Clerks Office at Wayne, W. Va. In Deed Book No 229 Page 349 as 61 acres the same more or less.

Being the same property conveyed to Emmett Ferguson by deed from Luther Wallace and Iva Ruth Wallace, his wife, dated November 1, 1950, and of record in the Wayne County Commission Clerk's Office in Deed Book No. 261 at page 458.

The aforesaid Emmett Ferguson departed this life intestate as a resident of Cabell County, West Virginia, on the 3rd day of January, 1978, leaving as his sole surviving heirs at law his son, Walter H. Ferguson, and his daughter, Helen Ferguson Blevins.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the parties of the second part not as tenants in common but as joint tenants with the right of survivorship as such expressly preserved, so that in the event either the said Walter H. Ferguson or Sylvia Ferguson should predecease the other, then and in that event the property hereby conveyed shall vest in the survivor thereof in fee simple absolute.

Under penalty as provided by law the parties of the first part do hereby declare that this conveyance is exempt from the payment of County and State excise taxes by reason of the

following: This is one of several deeds made between the parties hereto for the purpose of partitioning the real estate owned by Emmett Ferguson at his death between his sole surviving heirs. Further, the parties of the second part join in this deed as grantors for the purpose of creating ownership as joint tenants with the right of survivorship.

The parties of the first part do hereby covenant and agree to and with the parties of the second part that they will WARRANT SPECIALLY the title to the property hereby conveyed, subject to all covenants, easements and restrictions running with the land.

WITNESS the following signatures and seals:

Helen Ferguson Blevins (SEAL)  
Helen Ferguson Blevins

Witness:

Janice Michael His  mark (SEAL)  
Don Blevins

Walter H. Ferguson (SEAL)  
Walter H. Ferguson

Sylvia Ferguson (SEAL)  
Sylvia Ferguson

STATE OF WEST VIRGINIA,  
COUNTY OF WAYNE, TO-WIT:

BOOK 477  
PAGE 347

I, Janice A. Michael, a Notary Public in and for the County and State aforesaid, do hereby certify that Helen Ferguson Blevins and Don Blevins, her husband, whose names are signed to the foregoing deed, bearing date the 15th day of October, 1981, have this day personally acknowledged the same before me in my said County.

Given under my hand this 28th day of October, 1981.  
My commission expires August 11, 1984.

Janice G. Michael  
NOTARY PUBLIC

STATE OF WEST VIRGINIA,  
COUNTY OF WAYNE, TO-WIT:

I, Janice G. Michael, a Notary Public in and for the County and State aforesaid, do hereby certify that Walter H. Ferguson and Sylvia Ferguson, his wife, whose names are signed to the foregoing deed, bearing date the 15th day of October, 1981, have this day personally acknowledged the same before me in my said County.

Given under my hand this 28th day of October, 1981.  
My commission expires August 11, 1984.

Janice G. Michael  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

ROBERT G. CHAFIN  
ATTORNEY AT LAW  
P. O. Box 145  
Wayne, WV 25570-0145

WEST VIRGINIA, WAYNE COUNTY CLERK'S OFFICE

This instrument was this day presented in my office, and thereupon together with the certificate thereto annexed, is admitted to record.

OCT 28 1981

John W. Mullens Clerk  
By Conya R. Mathis Deputy

Nantley Ferguson et al } Deed,  
By  
Melmy N. Dean }

This Deed made this Sept. the 6. 1904, By and between Nantley Ferguson Lizzie Ferguson his wife, Byron Dean Laura J. Dean his wife, of the County of Wayne and State of West Va. parties of the first part and Melmy N. Dean party of the second part

Witnesseth that the said parties of the first part have this day bargained and sold unto the party of the second part all their Rite and interest in a certain piece or parcel of land for the sum of \$500.00 Two Hundred Dollars known as the A. N. Dean farm situate lying and being in the county of Wayne and State of West Va. and on 12 pole acres bounded as follows to-wit:

Beginning at a Blax oak at the mouth of a drain near the A. N. Dean Residence thence up the drain N 65° 30' E, 6 rods and 7 links to a stake in said drain S 89° 30' E, 14 rods and 17 links to a stake thence leaving the branch S, 82° 30' E, 21 rods and 8 links to a stake on a hill side N. 65° E 22 rods to stake at a shelly rock in a drain N 62, 45 E, 47 rods to a stake near a drain on the north side of a lo gap thence leaving Ferguson line and up the drain S, 30 E 13 1/2 to a small bush in a drain S, 61 E 30 to a hickory and small white oak S, 51 E, 28 rods to 2 hickories and a sugar tree on top of a ridge and on line of W. A. Jackson line and with same down the ridge and down the hill to a chestnut on the bank of 12 pole above the mouth of a drain thence leaving the Jackson line and down 12 pole to the beginning

Containing 30 acres be the same more or less and the said parties of the first part hereby gives the party of the second part the exclusion Rite of way for a out let over and through there land to the public road at the crossing of the Big Sandy East Lynn and Logan Rail Road and the parties of the first part warrants the title to the party of the second part to the aforesaid land,

As witness the following signatures and seals,  
Nantley Ferguson (seal)  
Lizzie Ferguson (seal)  
Byron Dean (seal)  
Laura J. Dean (seal)

State of West Va,  
Wayne County } S.S.

J. Nezekiah Adams a notary Public in and for

See to U. N. Dean  
9-20-1904  
H-165

see  
60-408

the County of Wayne and since a for said do certify that 'Nestley Ferguson and Lizzie Ferguson his wife and Byron Deau and Laura Deau his wife, whose names are signed to the writing above bearing date Sept, the 6 - 1904 have this day personally appeared before me in my said County and acknowledged the same, Given under my hand this Sept. the 6 - 1904,

Nehemiah Adkins  
Notary Public,

State of West Virginia.  
Wayne County Court House office

This day this deed from Nestley Ferguson et al, to J. N. Deau, was presented at my office, and the same together with the certificate of acknowledgment thereon, is as duly admitted to record,

Given under my hand this 12<sup>th</sup> day of Sept, 1904,

J. E. Deubank, Clerk,  
By P. Frazier Dept,



Ex #4

July 14, 1996

To: CABOT OIL & GAS CORPORATION  
400 Fairway Drive  
Suite 400  
Coraopolis, PA 15108-4308

**EXHIBIT**

NO. 8

Attention: Mr. Jeffrey L. Keim, Senior Landman

From: William A. Morton  
Attorney at Law  
2011 Kanawha Avenue, SE  
Charleston, West Virginia 25304

UNIT TITLE OPINION #96-999-U-E  
(Part of the proposed Agee #3 Drilling Unit)

3.3 ACRES  
of

Re: The proposed Agee #3 Drilling Unit includes a portion (9.53 acres) of the railroad right-of-way as shown on EXHIBIT "A" attached hereto, Stonewall and Union Tax Districts, Wayne County, West Virginia

1. Excerpt from the Order entered on August 4, 1904, in the Circuit Court of Wayne County, West Virginia, upon proceedings by the Big Sandy East Lynn and Guyan Railroad Company vs. H.A. Jackson, to Condemn 9.53 acres for railroad purposes, recorded on December 31, 1908, in Deed Book 73 page 239 (copy attached hereto):

"It is further ordered by the Court that the title to the part of the land so taken as aforesaid and paid for as aforesaid as described in said petition and plat filed herein shall be absolutely vested in fee simple in the Applicant, the Big Sandy East Lynn and Guyan Railroad Company;"

2. In the deed dated April 25, 1908, Wayne County Deed Book 71 page 264, Big Sandy East Lynn and Guyan Railroad Company conveyed several tracts (including as Tract 23, the subject tract of 9.53 acres), to Norfolk and Western Railway Company, a Virginia corporation.

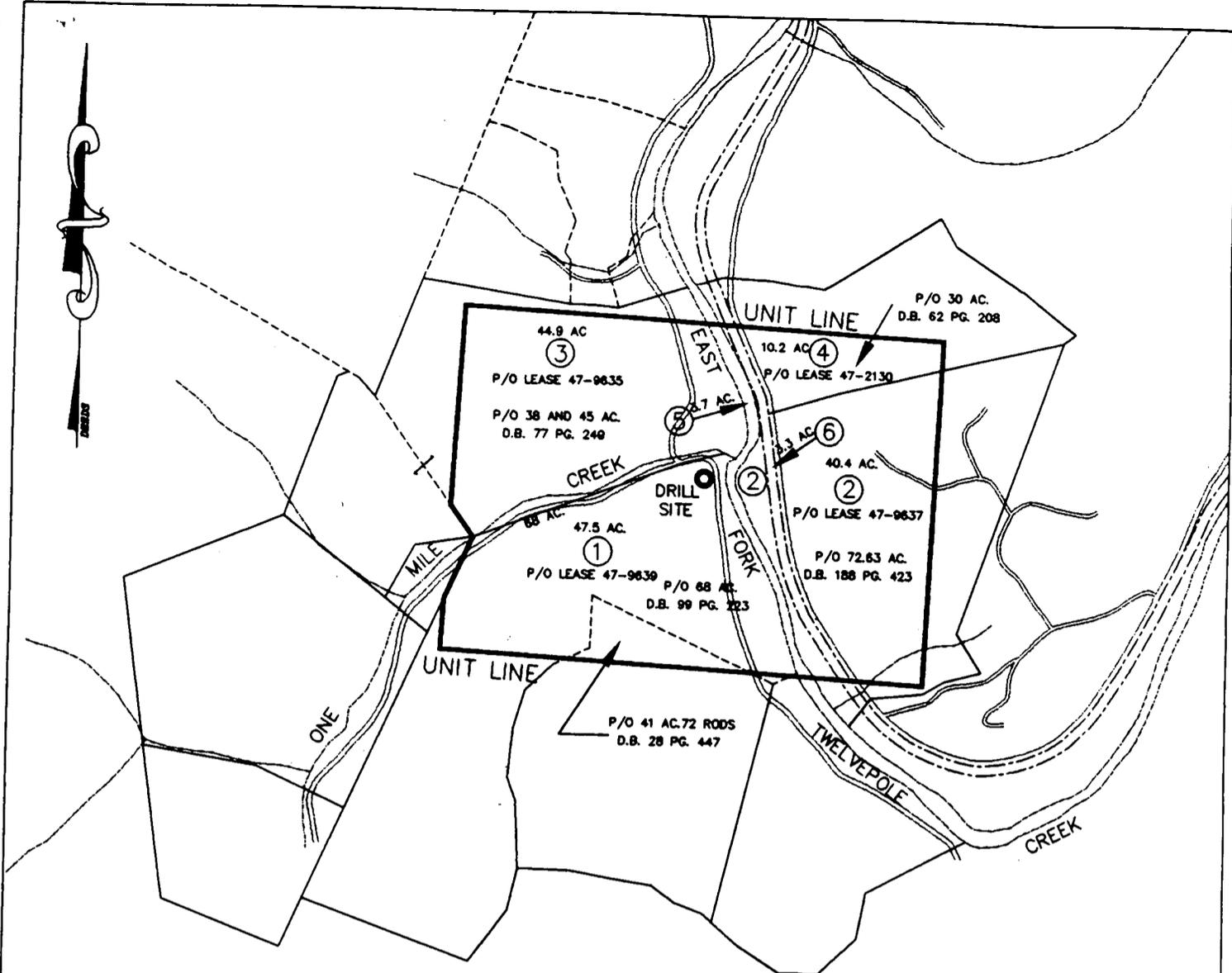
3. No transfer of the ownership by the Norfolk and Western Railway Company and no corporate merger that changed the corporate name of the Norfolk and Western Railway Company was found of record in Wayne County.

4. According to information received (by telephone) from the Office of the Secretary of State (Corporation Division), Norfolk and Western Railway Company, a Virginia corporation, is authorized to do business in the State of West Virginia, and the said Corporation Division has no record of any corporate merger that changed the corporate name of the Norfolk and Western Railway Company, a Virginia corporation.

5. It is recommended that COGC contact an Attorney in the Legal Division of the Norfolk and Western (or Norfolk and Southern) Railway Company, to verify the current correct corporate name of the Norfolk and Western Railway Company, a Virginia corporation

William A. Morton  
William A. Morton  
Attorney at Law





**NOTE**

THE PROPERTY LINES SHOWN HEREON ARE PLOTTED FROM VARIOUS DEEDS OF RECORD. MANY OF THESE DEEDS ARE POORLY WRITTEN AND/OR CONTAIN ERRORS. THIS PLAT IS SUBJECT TO THESE DEEDS AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.

**OIL AND GAS TRACTS INCLUDED IN UNIT**

- ① 47.5 AC. OF LEASE NO. 47-9639 CONTAINING 176 AC. FROM AGEE, ET AL, L.B. 65 PG. 585, 587, 590 AND 593
- ② 40.4 AC. OF LEASE NO. 47-9637 CONTAINING 238 AC., OF WHICH PART OF A 72.63 AC. TRACT WITHIN THE 238 AC. LEASE IS UNITIZED, FROM AGEE, ET AL L.B. 65 AT PAGES 563, 566, 568 AND 571
- ③ 44.9 AC. OF LEASE NO. 47-9635 CONTAINING 172 AC. HELEN K. MATTHEWS, WIDOW ET AL. L.B. 65 AT PAGES 513, 516, 519, 522, 525, 528, 560 AND 765
- ④ 10.2 AC. OF LEASE NO. 47-2130 CONTAINING 30 AC. WALTER H. FERGUSON, ET UX, L.B. 65 PG. 511
- ⑤ 3.7 AC. OF THE PROPERTY OF THE STATE OF WEST VIRGINIA WITHIN THE EAST FORK OF TWELVEPOLE CREEK
- ⑥ 3.3 AC. OF THE NORFOLK & SOUTHERN CORPORATION, RAILROAD RIGHT OF WAY, 60' WIDE, D.B. 73 PG. 239

**EXHIBIT "A"**

TO ACCOMPANY UNIT TITLE OPINION NO. 96-999 FOR  
**CABOT OIL & GAS CORPORATION**

SHOWING THE OIL AND GAS INTERESTS WITHIN THE  
**AGEE NO. 3 DRILLING UNIT**

**CONTAINING 150 ACRES**

LOCATED ON

**ONE MILE CREEK & EAST FORK OF TWELVE POLE CREEK**

**STONEWALL AND UNION DISTRICTS**

**WAYNE COUNTY, WV.**

SCALE 1" = 1000'

JULY, 1996

Big Sandy East Lynn and Guyan Railroad Company,  
 vs. } Upon proceedings to condemn real estate for railroad purposes  
 H. S. Jackson

This day came again the parties by their attorneys  
 as well as the same jury that were heretofore empanelled and  
 sworn in this cause at a former day of this term, who again  
 retired to their room to further consider of their verdict and  
 after a time the said jury returned into Court with a verdict  
 in the following words and figures; to wit:

That the jury are of opinion and so find that the  
 sum of \$580<sup>00</sup> will be a just compensation for so much  
 of the real estate as is sought to be taken by the Big Sandy  
 East Lynn and Guyan Railroad Company from the defendant  
 H. S. Jackson for the purpose of building a railroad and operating  
 the same, and which real estate so taken is fully set out  
 and described in the applicant's petition and is shown by  
 the plat attached thereto, filed in this cause, and to which  
 reference is hereby made for a complete description of the real  
 estate taken by this proceeding; and which sum of Fifteen  
 Hundred and Eighty Dollars is for the value of the real estate  
 taken by said railroad Company, as well as for any and all  
 damages to the residue of the said real estate belonging to the  
 said H. S. Jackson from which the same is taken, beyond  
 the peculiar benefits which will be derived in respect  
 to said residue from the work to be constructed.

R. H. Childer Foreman

And thereupon the said applicant moved the Court to  
 set aside said verdict and award it a new trial, on the  
 ground that the damages by the jury in their verdict  
 assessed are excessive, and because the said verdict is  
 contrary to the law and the evidence; which motion being  
 considered by the Court is overruled. To which ruling of

the Court in overruling said motion to set aside the verdict of said Jury, the said Applicant, by its Attorneys, excepts.

It is therefore considered by the Court that the defendant N. A. Jackson, do recover of the applicant the said sum of Fifteen Hundred and Eighty Dollars to be paid out of the fund heretofore paid to the General Receiver of the Court to the credit of this cause, that being the amount ascertained by the verdict of a Jury as a compensation for the price or parcel of land taken by said applicant and described as follows:

The center line beginning at 142 x 83 on property line running N 75 degrees 30' E. with A. W. Dean, and running with a 4 degree 30' curve to the right, 60 ft. in width, 30 feet thereof on each side of the center line of the said railroad 142 feet to Station 144 x 25 point of tangency; thence with tangent, running S 4 degrees 30' E. 310 feet to Station 147 x 35 point of curve; thence with a 3 degree curve to the left 490 feet to Station 152 x 25; point of compound curve; thence with a 1 degree curve to the left 225 feet to Station 154 x 50 point of compound curve; thence with a 6 degree and 30' curve to the left 200 feet to Station 156 x 50, point of tangency; thence with tangent running S. 34 degrees 15' E. 500 feet to Station 151 x 50; point of curve; thence with a six degree curve to the left 195 feet to Station 181 x 05, point of tangency; thence with tangent, running S. 5 degrees 25' E. 770 feet to Station 190 x 75 point of curve; thence with a 2 degree curve to the left 200 feet to Station 192 x 75 point of tangency; thence with tangent running N 24 degrees 10' E. 100 feet to Station 193 x 75, point of curve; thence with a 6 degree curve to the right 200 feet to Station 195 x 75, point of tangency; thence with tangent running N 36 degrees 10' E. 425 feet to Station 200 point of curve; thence with a five degree and 30' curve to the right 145 feet to Station 201 x 95, point of tangency; thence with tangent N 46 degrees 55' E. 1000 feet to Station 212 on property line running N 28 W. with Dr. Everett Walker, containing 4.53 acres.

It is further considered by the Court that the said N. A. Jackson recover of the said Applicant his costs by him herein, in his behalf, expended including a fee of Ten Dollars allowed by Statute.

And it appearing to the Court that the Applicant has already paid over to J. H. Muck, the General Receiver of the Court, to the credit of this cause the sum of \$1,800.00 upon

Motion of the said applicants it is ordered that the said General Receiver shall, out of the said sum of \$1800<sup>00</sup> so in his hands pay over to the said H. A. Jackson the said sum of \$1588<sup>00</sup> together with his costs herein recovered the same to be properly taxed by the Clerk of this Court, and take his receipts therefor, and the residue of the said sum of \$1800<sup>00</sup> after deducting a compensation of two per cent upon said \$1800<sup>00</sup> which is hereby allowed said general receiver for his services herein, shall be refunded and paid over by said General Receiver to the said applicant or to B. J. Richard, its attorney.

It is further ordered by the Court that the title to that part of the land so taken as aforesaid and paid for as aforesaid as described in said petition and plat filed herein shall be absolutely vested in fee simple in the applicant, the Big Sandy East Lynn and Guyan Railroad Company; and it is further ordered that a copy of this order as well as a copy of the report of the Commissioners filed in this cause together with the plat of said land be certified by the Clerk of this Court to the Clerk of the County Court of Wayne County, and that said last named Clerk shall record the same in the proper deed book of said County, and index the same in the same manner that deeds are required to be indexed.

Report of Commissioners

Big Sandy East Lynn and Guyan Railroad Company  
 vs  
 H. A. Jackson and Rebecca A. M. Jackson, his wife } Upon application to  
 } condemn land for railroad  
 } purposes.

To the Circuit Court of Wayne County, West Virginia, to-wit:  
 We the undersigned Commissioners appointed by the Circuit Court of Wayne County, West Virginia, by an order made therein on the 9<sup>th</sup> day of February, 1903, upon the application of the Big Sandy East Lynn and Guyan Railroad Company, respectfully report, that having been first duly sworn, we have viewed the real estate owned by H. A. Jackson, in which Rebecca A. M. Jackson, his wife, has a contingent right of dower mentioned in said application, and we are of opinion that \$1800<sup>00</sup> will be a just compensation for so much of the said real estate as is proposed to be taken by said applicant; that is to say:

A strip or parcel of land beginning at Station 172x83 on center line of the Big Sandy River

and Guyana railroad as located, and on property line running  $N 75^{\circ} 35' E$  with a  $1/4$  mile thence with a  $7^{\circ} 30'$  Curve to the right, 60 feet in width, 30 feet thereof on each side of the said center line of the said railroad 142 feet to Station 144 X 95 point of tangent; thence with tangent  $S 4^{\circ} 30' E$  310 feet to Station 147 X 35 point of curve thence with a  $3^{\circ}$  curve to the left 490 feet to Station 152 X 25 point of compound curve; thence with a  $1^{\circ}$  curve to the left 225 feet to Station 154 X 55 point of compound curve; thence with a  $6^{\circ} 30'$  curve to the left 200 feet to Station 156 X 50 point of tangent; thence with tangent running  $S 34^{\circ} 15' E$  500 feet to Station 161 X 50 point of curve; thence with a  $6^{\circ}$  curve to the left 1955 feet to Station 181 X 05 point of tangent; thence with tangent running  $N 28^{\circ} 25' E$  970 feet to Station 190 X 75 point of curve; thence with a  $2^{\circ}$  curve to the left 200 feet to Station 192 X 75 point of tangent; thence with tangent running  $N 24^{\circ} 10' E$  100 feet to Station 193 X 75 point of curve thence with a  $6^{\circ}$  curve to the right 200 feet to Station 195 X 75 point of tangent; thence with tangent running  $N 36^{\circ} 10' E$  425 feet to Station 200 point of curve; thence with a  $5^{\circ} 30'$  curve to the right 195 feet to Station 201 X 45 point of tangent; thence with tangent  $N 46^{\circ} 55' E$  1005 feet to Station 212 on property line running  $N 25^{\circ} W$  with Dr. George Parker containing 9.53 acres; as well as for damages to the residue of the said real estate by the peculiar benefits which will be derived in respect to such residue from the works to be constructed.

A plan showing the said parcel of land so proposed to be taken, is hereto annexed and made part of this report.

Given under our hands this 14 day of February, 19

H. J. Boston	} Commissioners
Wm Marshall	
R. P. Thompson	
Wm. Williams Sr.	
C. P. Ferguson	

Certificate of Oath of Commissioners  
 Big Sandy East System and Guyana Railroad Company  
 H. R. Jackson and Rebecca } Upon application to Condemn  
 A. H. Jackson his wife } land for railroad purposes.

State of West Virginia

Wayne County, W. Va.

J. L. M. Davis a Notary Public within and for the County and State aforesaid, hereby certify that William Marshall, B. P. Thompson, S. P. Ferguson, F. S. Dootson and Noah Kellum Sr. Commissioners appointed by the Circuit Court of Wayne County, West Virginia upon the application of the Big Sandy East Lynn and Guyan Railroad Company to ascertain a just compensation of the above named owners of land proposed to be taken by said Company for its railroad purposes and described in the petition of said Company filed in said Court on the 9 day of February, 1903 personally appeared before me this day and each of them, before entering upon the discharge of his duties as such Commissioners made oath that he will honestly and impartially perform his duties as such Commissioners to the best of his skill and judgment.

Given under my hand this 13 day of February, 1903.

L. M. Davis

Notary Public.

I, Charles S. Walker, Clerk of the Wayne Circuit Court, hereby certify that the foregoing writing is a true and correct copy of the order, as well as the report of Commissioners entered in the condemnation proceeding of the Big Sandy East Lynn & Guyan R.R. Co. vs H. A. Jackson and wife, on the 29 day of June, 1903 as appears of record in my office at page 130 and — of Law Order Book "X" of said Court.

Given under my hand this 4 day of August 1904

Chas. S. Walker, Clerk.

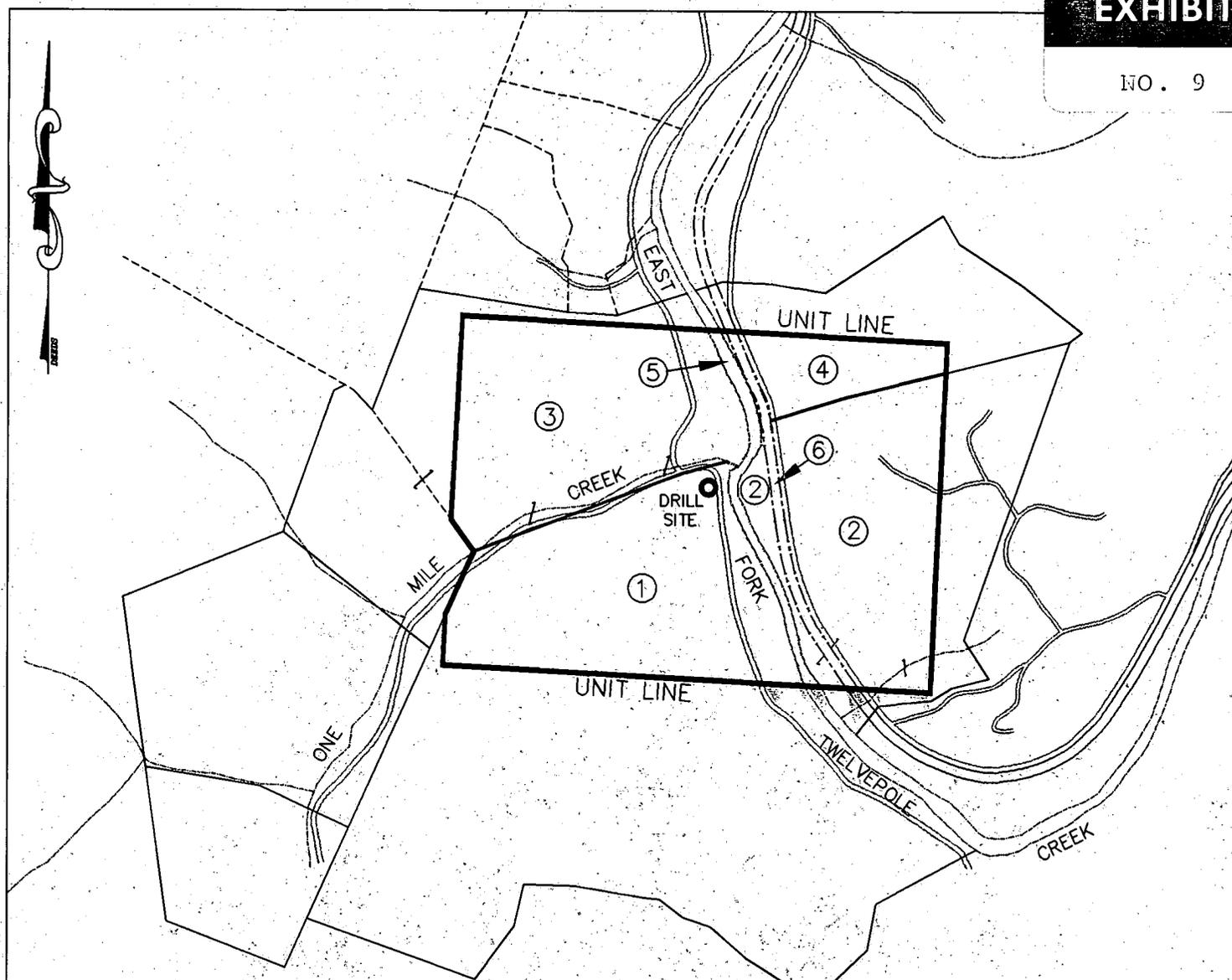
State of West Virginia

Wayne County Court Clerk's Office.

This day the foregoing order vesting title in the case of the Big Sandy East Lynn & Guyan Railroad Company vs H. A. Jackson wife was presented at my office, and the same was duly admitted to record.

Given under my hand this 31 day of December, 1908.

J. C. Lambert, Clerk.

**NOTE**

THE PROPERTY LINES SHOWN HEREON ARE PLOTTED FROM VARIOUS DEEDS OF RECORD. MANY OF THESE DEEDS ARE POORLY WRITTEN AND/OR CONTAIN ERRORS. THIS PLAT IS SUBJECT TO THESE DEEDS AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.

**OIL AND GAS TRACTS INCLUDED IN UNIT**

- ① 47.5 AC. OF LEASE NO. 47-9639 CONTAINING 176 AC. FROM AGEE, ET AL, L.B. 65 PG. 585, 587, 590 AND 593
- ② 40.4 AC. OF LEASE NO. 47-9637 CONTAINING 238 AC., OF WHICH PART OF A 72.63 AC. TRACT WITHIN THE 238 AC. LEASE IS UNITIZED, FROM AGEE, ET AL L.B. 65 AT PAGES 563, 566, 568 AND 571.
- ③ 44.9 AC. OF LEASE NO. 47-9635 CONTAINING 172 AC. HELEN K. MATTHEWS, WIDOW ET AL. L.B. 65 AT PAGES 513, 516, 519, 522, 525, 528, 560 AND 765
- ④ 10.2 AC. OF LEASE NO. 47-2130 CONTAINING 70 AC. WALTER H. FERGUSON, ET UX, L.B. 65 PG. 511
- ⑤ 3.7 AC. OF THE PROPERTY OF THE STATE OF WEST VIRGINIA WITHIN THE EAST FORK OF TWELVEPOLE CREEK
- ⑥ 3.3 AC. OF THE NORFOLK & SOUTHERN CORPORATION, RAILROAD RIGHT OF WAY, 60' WIDE, D.B. 73 PG. 239.

**EXHIBIT "A"****CABOT OIL & GAS CORPORATION**

SHOWING THE

**AGEE NO. 3 DRILLING UNIT  
CONTAINING 150 ACRES**

LOCATED ON

**ONE MILE CREEK & EAST FORK OF TWELVE POLE CREEK  
STONEWALL AND UNION DISTRICTS WAYNE COUNTY, WV.**

SCALE 1" = 1000'

JULY, 1996

**AGEE NO. 3 150 ACRE DRILLING UNIT  
SYNOPSIS  
September 20, 1996**

	Acres	% of Unit	Status
Tract 1	47.5	31.67	Leased to COGC
Tract 2	40.4	26.93	Leased to COGC
Tract 3	44.9	29.93	Leased to COGC
Tract 4	10.2	6.80	Leased to COGC
Tract 5	3.7	2.47	Unleased
Tract 6	<u>3.3</u>	<u>2.20</u>	Leased to COGC
<b>Totals</b>	<b>150.0</b>	<b>100.00</b>	

**COGC currently controls 97.53% of the unit.**

NL  
NT

46  
IL  
:5A/A

4709901874  
2600  
S.T.SH NT

AGEE  
A-3

AGEE  
A-2

4709901018  
49 NL  
28N 130A/S

4709901276  
72 NL  
33N 90A/S

4709901255  
36 NL  
126N 280A/S

4709901182  
NDE NL  
166N 243A/S

4709901869  
34 0  
L.T.SH 20A/A

4709901858  
38 2  
337N 852A/A

4709901872  
40 0  
537N 603A/A

 Cabot Oil & Gas  
APPALACHIAN REGION

BIG SIX 2.55 BD ISOPACH  
WAYNE CO. WV.

API #  
M.S.

FT. SAND  
N.O.F.



FT 6% POR.  
F.O.F.

SCALE 1"=2000'  
DATE 10/25/95

GEOLOGY: J. ARSHERE

P

AGEE DEPT. STORE #3



Cabot Oil & Gas Corporation

RECEIVED  
WV Division of  
Environmental Protection

JUL 11 1996

Permitting  
Office of Oil & Gas

July 8, 1996

Mr. Jamie Stevens  
WV Division of Environmental Protection  
Office of Oil & Gas  
#10 McJunkin Drive  
Nitro, WV 25143

Dear Mr. Stevens:

Enclosed please find signed originals of Form WW2-A for the following wells:

**Agee Dept. Store. #3**  
**Eastern Gas & Fuel A-6**  
**Elkhorn Piney #3**  
**Spratt Heirs #1**

I have also enclosed a signed copy of Form WW4-B for the **Orlandi #21**.

Please feel free to contact me if you have any questions.

Sincerely,

David G. McCluskey  
Engineering Manager

Enclosures

Form WW2-A  
Coal Operator/Owner/Lessee Copy  
(6/94)

1) Date: June 14 1996  
2) Operator's well number  
Agee Dept. Store #3 West  
3) APT Well No: 47 -        -         
State County Permit

**RECEIVED**  
WV Division of  
Environmental Protection

JUL 11 1996

**STATE OF WEST VIRGINIA - BUREAU OF ENVIRONMENT  
DIVISION OF ENVIRONMENTAL PROTECTION - OFFICE OF OIL AND GAS**

Permitting  
Office of Oil & Gas

**NOTICE AND APPLICATION FOR A WELL WORK PERMIT**

- 4) Surface Owner(s) to be served:
- (a) Name Bazil & Jo Ann Wallace Address Rt. 1 Box 1569
  - (b) Name Wayne, WV 25570 Address
  - (c) Name        Address
- 5) (a) Coal Operator:
- Name Not Operated Address
  - (b) Coal Owner(s) with Declaration
  - Name Rathryn A. Atkins, Trust Address P.O. Box 179 Huntington, WV 25706
  - Name Robert W. Agee 508 Foster Road Address Huntington, WV 25701
  - Name Eleanor A. Pettus 4004 Kenox Rd. Address
- 6) Inspector Richard S. Campbell Address P.O. Box 77 Telephone (304) 524-7939
- (c) Coal Lessee with Declaration
- Name        Address

**TO THE PERSON(S) NAMED ABOVE TAKE NOTICE THAT:**

       Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil and gas **OR**

       Included is the information required by Chapter 22, Article 6, Section 8(d) of the Code of West Virginia (see page 2)

I certify that as required under Chapter 22-6 of the West Virginia Code I have served copies of this notice and application, a location plat, and accompanying documents pages 1 through        on the above named parties, by:

- Personal Service (Affidavit attached)
- Certified Mail (Postmarked postal receipt attached)
- Publication (Notice of Publication attached)

(INSTRUCTIONS TO COAL OPERATOR, OWNER, OR LESSEE ON REVERSE SIDE)

Well Operator         
By:         
Its:         
Address         
Telephone       

       Cabot Oil & Gas Corporation  
       Engineering Manager  
       400 Fairway Drive, Suite 400  
       Coraopolis, PA 15108

Subscribed and sworn before me this 13th day of JUNE, 1996



My commission expires       

Notary Public



**Cabot Oil & Gas Corporation**

July 8, 1996

**RECEIVED**  
WV Division of  
Environmental Protection

JUL 15 1996

Permitting  
Office of Oil & Gas

Mr. Jamie Stevens  
WV Division of Environmental Protection  
Office of Oil & Gas  
#10 McJunkin Drive  
Nitro, WV 25143

Dear Mr. Stevens:

Enclosed please find a revised WW2-A and WW2-A(1) for the Agee Dept. Store #3 well located in Stonewall District, Wayne County. We were notified by one of the coal owners of the passing of Eleanor A. Pettus; therefore additional names have been added. Please replace the original documents with these new forms.

If you have any questions please feel free to contact me.

Sincerely,

David G. McCluskey  
Engineering Manager

Enclosures

Page 1 of \_\_\_\_\_  
Form WW2-A  
(09/87)  
File Copy

1) Date: July 8, 1996  
2) Operator's well number  
Agee Dept. Store #3  
3) API Well No: 47 - \_\_\_\_\_ - \_\_\_\_\_  
State - County - Permit

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENERGY, DIVISION OF OIL AND GAS

NOTICE AND APPLICATION FOR A WELL WORK PERMIT

4) Surface Owner(s) to be served:  
(a) Name Bazil & Jo Ann Wallace  
Address Rt. 1 Box 1569  
Wayne, WV 25570  
(b) Name \_\_\_\_\_  
Address \_\_\_\_\_  
(c) Name \_\_\_\_\_  
Address \_\_\_\_\_

5) (a) Coal Operator:  
Name Not Operated  
Address \_\_\_\_\_  
(b) Coal Owner(s) with Declaration  
Name William Agee 502 Woodland Drive  
Address Huntington, WV 25705  
Robert W. Agee 508 Foster Road  
Name Huntington, WV 25701  
Address Kathryn Atkins Trust c/o Bank One, NA  
P.O. Box 171 Huntington, WV 25706  
(c) Coal ~~OPERATOR~~ with Declaration  
Name Erle Pettus III 294 La Patera Lane  
Address Goleta, CA 93117  
Suzanne P. Cartmell 24 Roble Court  
Berkley, CA 94705

6) Inspector Richard S. Campbell  
Address P.O. Box 77  
Sumerco, WV 25567  
Telephone (304)-524-7939

TO THE PERSON(S) NAMED ABOVE TAKE NOTICE THAT: Jeffrey Pettus

\_\_\_\_\_ Included is the lease or leases or other continuing contract of 110 Yeargan Place  
contracts by which I hold the right to extract oil and gas OR Chapel Hill, NC 25716  
 Included is the information required by Chapter 22B, Article 1,  
Section 8(d) of the Code of West Virginia (see page 2)

I certify that as required under Chapter 22B of the West Virginia Code  
I have served copies of this notice and application, a location plat, and  
accompanying documents pages 1 through \_\_\_\_\_ on the above named parties, by:

\_\_\_\_\_ Personal Service (Affidavit attached)  
 Certified Mail (Postmarked postal receipt attached)  
\_\_\_\_\_ Publication (Notice of Publication attached)

I have read and understand Chapter 22B and 38 CSR 11-18, and I agree  
to the terms and conditions of any permit issued under this application.

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, 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 and imprisonment.

Well Operator Cabot Oil & Gas Corporation  
By: D. L. M. Quady  
Its: Engineering Manager  
Address 400 Fairway Drive Suite 400  
Coraopolis, PA 15108  
Telephone (412)299-7000

Subscribed and sworn before me this 9th day of July, 1996

My commission expires May 2, 2000

Susan Gubba

Notarial Seal  
Susan Gubba, Notary Public  
Robinson Twp., Allegheny County  
My Commission Expires May 2, 2000  
Member, Pennsylvania Association of Notaries

US Postal Service  
**Receipt for Certified Mail**  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Sent to	
WILLIAM AGEE	
Street & Number	
502 WOODLAND DRIVE	
Post Office, State, & ZIP Code	
HUNTINGTON, WV 25705	
Postage	\$
Certified Fee	1.10
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	
7/8/96 AGEE #3	

PS Form 3800, April 1995

Thank you for using Return Receipt Service

Complete items 1 and/or 2 for additional services.  
 Complete items 3, and 4a & b.  
 Print your name and address on the reverse of this form so that we can return this card to you.  
 Attach this form to the front of the mailpiece, or on the back if space does not permit.  
 Write "Return Receipt Requested" on the mailpiece below the article number.  
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:	
ERLE PETTUS III 294 LA PATERA LANE GOLITA, CA 93117	
4a. Article Number	
P 489 225 922	
4b. Service Type	
<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
7. Date of Delivery	
6-27-96	
5. Signature (Addressee)	
6. Signature (Agent)	
8. Addressee's Address (Only if requested and fee is paid)	

PS Form 3811, December 1991 U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

RECEIVED  
WV Division of Environmental Protection

JUL 15 1996  
Permitted on the reverse side  
Office of Ores & Gas

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:	
MRS. SUSAN P. CARTMELL 24 ROBLE COURT BERKLEY, CA, 94705	
5. Signature (Addressee)	
6. Signature (Agent)	

I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

4a. Article Number	
P 489 225 921	
4b. Service Type	
<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
7. Date of Delivery	
7/8/96	
8. Addressee's Address (Only if requested and fee is paid)	

PS Form 3811, December 1991 U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:	
JEFFREY H. PETTUS 110 YEARGAN PLACE CHAPEL HILL, NC 27516	
5. Signature (Addressee)	
6. Signature (Agent)	

I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

4a. Article Number	
P 489 225 999	
4b. Service Type	
<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
7. Date of Delivery	
7-2-96	
8. Addressee's Address (Only if requested and fee is paid)	

PS Form 3811, December 1991 U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

ROBERT W. AGEE  
500 FOSTER RD.  
HUNTINGTON, WV 25701

4a. Article Number

Z 043 783 831

4b. Service Type

- Registered  Certified
- Express Mail  Insured
- Return Receipt for Merchandise  COD

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X Robert W Agee

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

KATHRYN A. ATKINS  
P.O. BOX 179  
HUNTINGTON, WV 25706

4a. Article Number

Z 043 783 830

4b. Service Type

- Registered  Certified
- Express Mail  Insured
- Return Receipt for Merchandise  COD

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X B Spauld

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

**RECEIVED**  
WV Division of  
Environmental Protection

JUL 15 1996

Permitting  
Office of Oil & Gas

Form WW-2A(1)  
(6/94)

Operator's Well No. Agee Dept. Store #3

INFORMATION SUPPLIED UNDER WEST VIRGINIA CODE  
Chapter 22, Article 6, Section 8(d)  
IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)

Under the oath required to make the verification on page 1 of this Notice and Application, I depose and say that I am the person who signed the Notice and Application for the Applicant, and that--

(1) the tract of land is the same tract described in this Application, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;

(2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to extract, produce or market the oil or gas are as follows:

<u>Grantor, lessor, etc.</u>	<u>Grantee, lessee, etc.</u>	<u>Royalty</u>	<u>Book/Page</u>
William Agee	Cabot Oil & Gas Corporation	1/4	65/593
Robert W. Agee	Cabot Oil & Gas Corporation	1/4	65/587
Kathryn A. Atkins Trust	Cabot Oil & Gas Corporation	1/4	65/590
Erle Pettus III	Cabot Oil & Gas Corporation	1/12	65/585
Suzanne P. Cartmell	Cabot Oil & Gas Corporation	1/12	65/585
Jeffrey Pettus	Cabot Oil & Gas Corporation	1/12	65/585

Well Operator: Cabot Oil & Gas Corporation

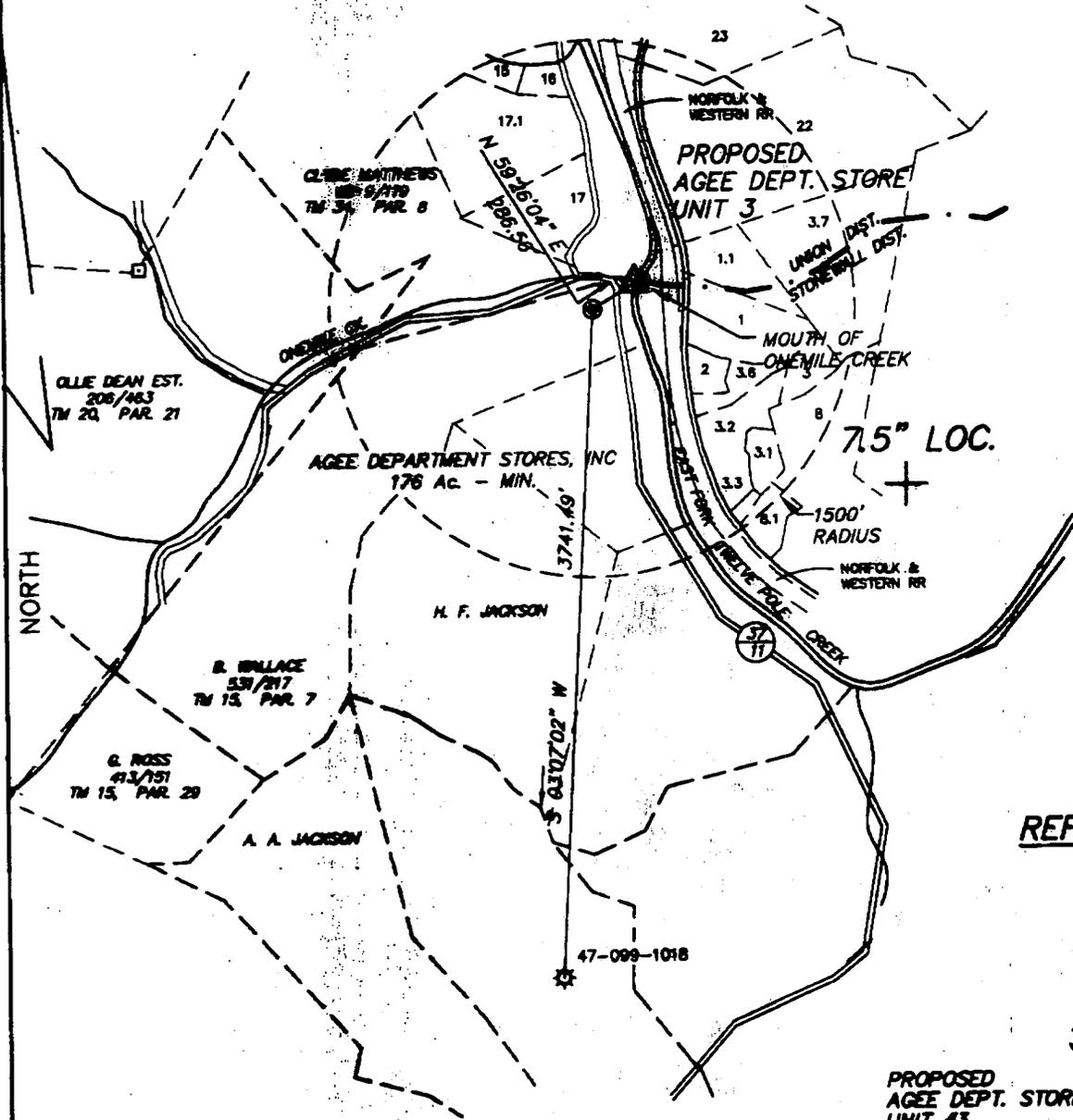
By: D. J. M. Chubb

Its: \_\_\_\_\_

Engineering Manager

LATITUDE 38° 12' 30"

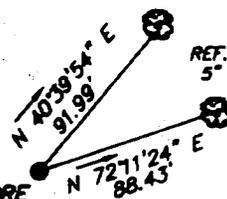
LONGITUDE 82° 25' 00"



**REFERENCES N.T.S.**

REF. 2 - NAIL IN DOUBLE 4" SUGAR MAPLE

REF. 1 - NAIL IN 5" MAPLE



PROPOSED AGEE DEPT. STORE UNIT #3

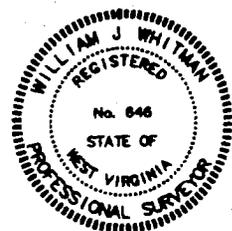
NO WELLS LOCATED WITHIN 3000' OF PROPOSED LOCATION  
(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS

FILE No. 8723-473  
 DRAWING No. AGEE UNIT 3  
 SCALE 1" = 1000'  
 MINIMUM DEGREE OF ACCURACY 1 : 2500  
 PROVEN SOURCE OF ELEVATION SPOT ELEV. ON TOP OF KNOB EL 1155

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)

*William J. Whitman*  
 R.P.E. R.P.S. 646



PLACE SEAL HERE

STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION



DATE MAY 17 19 96  
 OPERATOR'S WELL No. AGEE UNIT 3  
 API WELL No.

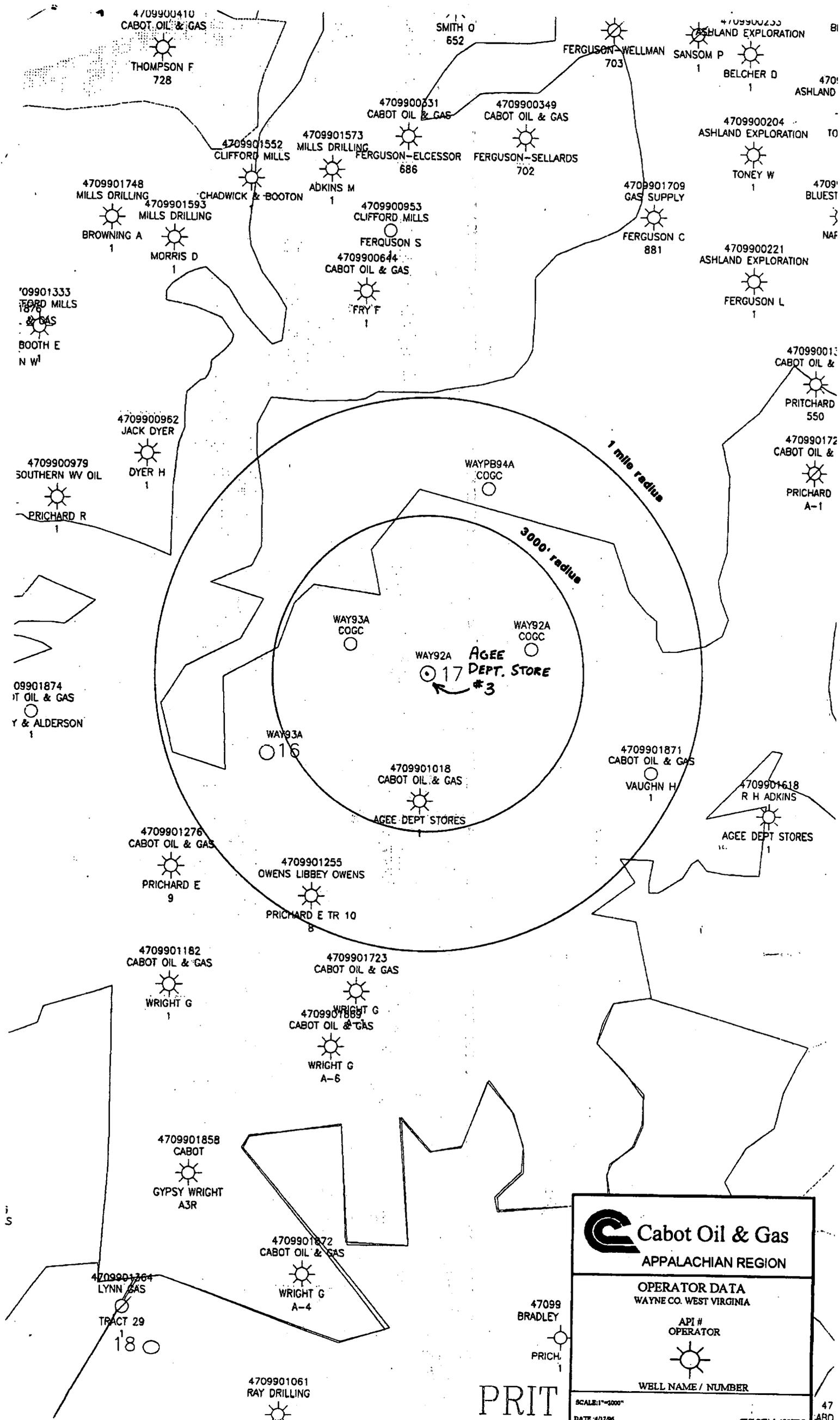
WELL TYPE: OIL  GAS  LIQUID INJECTION  WASTE DISPOSAL  STATE 47 COUNTY 099 PERMIT —  
 (IF "GAS") PRODUCTION  STORAGE  DEEP  SHALLOW   
 LOCATION: ELEVATION 661.63 WATER SHED EAST FORK OF TWELVE POLE CREEK  
 DISTRICT STONEWALL COUNTY WAYNE  
 QUADRANGLE WAYNE, W. VA.

SURFACE OWNER B. WALLACE ACREAGE 75  
 OIL & GAS ROYALTY OWNER AGEE DEPARTMENT STORES, INC. LEASE ACREAGE —  
 LEASE No. —

PROPOSED WORK: DRILL  CONVERT  DRILL DEEPER  REDRILL  FRACTURE OR STIMULATE  PLUG OFF OLD FORMATION  PERFORATE NEW FORMATION  OTHER PHYSICAL CHANGE IN WELL (SPECIFY) —

PLUG AND ABANDON  CLEAN OUT AND REPLUG   
 TARGET FORMATION — ESTIMATED DEPTH —  
 WELL OPERATOR CABOT OIL & GAS CORP. DESIGNATED AGENT DAVID McCLUSKEY  
 ADDRESS P.O. BOX 1473 ADDRESS P.O. BOX 1473  
CHARLESTON, W. VA. CHARLESTON, W. VA.

FORM IV-6 (8-78)



 <b>Cabot Oil &amp; Gas</b> APPALACHIAN REGION	
OPERATOR DATA WAYNE CO. WEST VIRGINIA	
API # OPERATOR	
WELL NAME / NUMBER	
SCALE: 1"=1000' DATE: 4/12/86	

PRIT



**EXHIBIT**

NO. 2

CLARKSBURG OFFICE  
P.O. BOX 128  
CLARKSBURG, WEST VIRGINIA 26302  
TELEPHONE (304) 822-5022  
TELEFAX (304) 822-5065

LAW OFFICES  
**ROBINSON & McELWEE**  
P. O. BOX 1791  
CHARLESTON, WEST VIRGINIA 25326

TELEPHONE (304) 344-5800  
TELEFAX (304) 344-9566

600 UNITED CENTER  
800 VIRGINIA STREET, EAST  
CHARLESTON, WEST VIRGINIA 25301

LEXINGTON OFFICE  
P.O. BOX 1880  
LEXINGTON, KENTUCKY 40592  
TELEPHONE (606) 231-8131  
TELEFAX (606) 255-1168

ROBERT D. FLUHARTY  
DIRECT DIAL NO. (304) 347-8338

September 4, 1996

Mr. Theodore M. Streit, P.E., Chairman  
West Virginia Oil and Gas Conservation Commission  
Division of Oil & Gas  
No. 10 McJunkin Drive  
Nitro, West Virginia 25143-2506

VIA FACSIMILE

Re: Cabot Oil & Gas Corporation;  
Application for Well Drilling Permit;  
Proposed Agee No. 3 Unit Well,  
Stonewall District, Wayne County,  
West Virginia

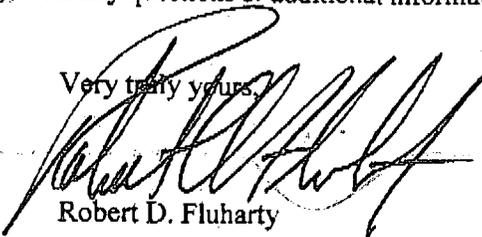
Dear Chairman Streit:

With reference to the captioned Permit Application, please accept this letter as a request by Cabot Oil & Gas Corporation for a hearing before the West Virginia Oil and Gas Conservation Commission with respect to the proposed Agee 3 Well. Cabot Oil & Gas Corporation makes this request of including the 3.7 acre interest of the State of West Virginia, Public Lands Corporation, situate within the East Fork of Twelve Pole Creek as part of the proposed unit.

Notice regarding the unleased portion of the unit held by the State of West Virginia should be directed to James H. Jones, Administrator, Office of Real Estate Management, West Virginia Division of Natural Resources, 900 Kanawha Boulevard, East, Room 643, Building 3, Charleston, West Virginia 25305.

Consistent with the Commission's existing schedule, it is our request that a hearing be scheduled on this matter as soon as possible, so that Cabot Oil & Gas Corporation may proceed with this unit development during the current drilling season.

Please do not hesitate to contact me at the above number, or Jeffrey L. Keim, Senior Landman for Cabot Oil & Gas Corporation (412-299-7000), with any questions or additional information you may require. Thank you for your attention to this matter.

Very truly yours,  
  
Robert D. Fluharty

RDF:gmw  
Enclosure  
c: Mr. Jeffrey L. Keim

LB 65 AT PAGES 513, 516, 519, 522, 525, 528, 560 AND 765

- ④ 10.2 AC. OF LEASE NO. 47-2130 CONTAINING 30 AC. WALTER H. FERGUSON, ET UX, L.B. 65 PG. 511
- ⑤ 3.7 AC. OF THE PROPERTY OF THE STATE OF WEST VIRGINIA WITHIN THE EAST FORK OF TWELVEPOLE CREEK
- ⑥ 3.3 AC. OF THE NORFOLK & SOUTHERN CORPORATION, RAILROAD RIGHT OF WAY, 60' WIDE, D.B. 73 PG. 239

**EXHIBIT "A"**

TO ACCOMPANY UNIT TITLE OPINION NO. 96-999 FOR  
**CABOT OIL & GAS CORPORATION**  
SHOWING THE OIL AND GAS INTERESTS WITHIN THE  
**AGEE NO. 3 DRILLING UNIT**  
**CONTAINING 150 ACRES**  
LOCATED ON  
**ONE MILE CREEK & EAST FORK OF TWELVE POLE CREEK**  
**STONEWALL AND UNION DISTRICTS WAYNE COUNTY, WV.**  
SCALE 1" = 1000' JULY, 1996



**Cabot Oil & Gas Corporation**

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

**July 29, 1996**

**Robert Williams  
Norfolk Southern Corporation  
100 East Campus View Boulevard  
Suite 180  
Columbus, Ohio 43235**

**Re: Proposed Agee Department Store Unit Well No. #3  
Stonewall District, Wayne County, West Virginia**

**Dear Mr. Williams:**

**You will recall my letter dated May 30, 1996, a copy of which is enclosed, and my numerous telephone calls to you confirming your receipt of said letter and later requesting a status report on my request.**

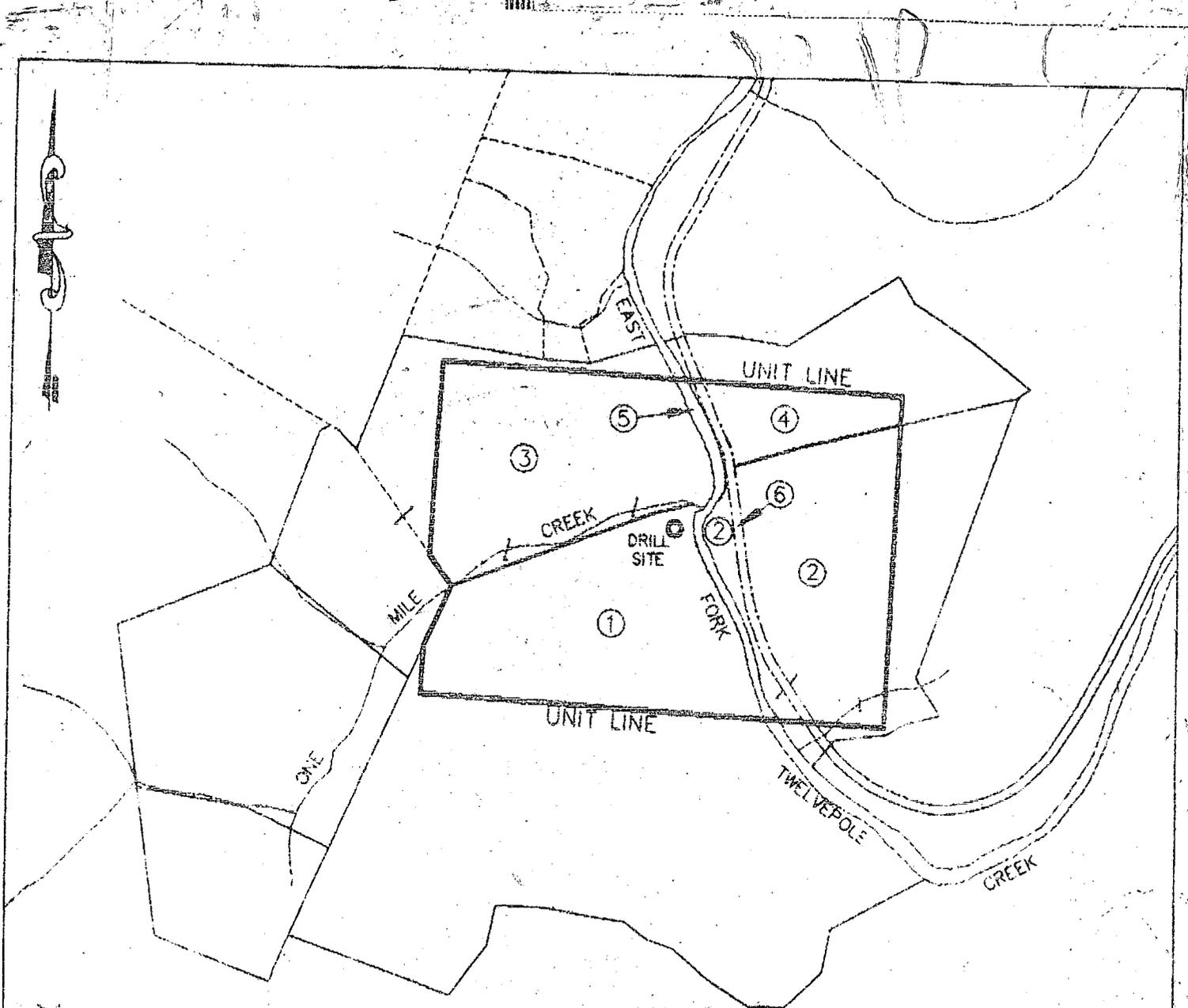
**Please be advised that I have delayed Cabot's filing of the force pooling hearing as long as I possibly can having given you all the time I can to allow for a response to my lease proposal. Therefore, Cabot will be proceeding to file the force pooling hearing at its earliest convenience without further notice to you from us except as required by West Virginia state law.**

**Very truly yours,**

**Jeffrey L. Keim  
Senior Landman**

**JLK/sg**

**Enclosure**

**NOTE**

THE PROPERTY LINES SHOWN HEREON ARE PLOTTED FROM VARIOUS DEEDS OF RECORD MANY OF THESE DEEDS ARE POORLY WRITTEN AND/OR CONTAIN ERRORS. THIS PLAT IS SUBJECT TO THESE DEEDS AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.

**OIL AND GAS TRACTS INCLUDED IN UNIT**

- ① 47.5 AC. OF LEASE NO. 47-9639 CONTAINING 176 AC. FROM AGEE, ET AL, L.B. 65 PG. 585, 587, 590 AND 593
- ② 40.4 AC. OF LEASE NO. 47-9637 CONTAINING 238 AC., OF WHICH PART OF A 72.63 AC. TRACT WITHIN THE 238 AC. LEASE IS UNITIZED, FROM AGEE, ET AL L.B. 65 AT PAGES 563, 566, 568 AND 571.
- ③ 44.9 AC. OF LEASE NO. 47-9635 CONTAINING 172 AC. HELEN K. MATTHEWS, WIDOW ET AL. L.B. 65 AT PAGES 513, 516, 519, 522, 525, 528, 560 AND 765
- ④ 10.2 AC. OF LEASE NO. 47-230 CONTAINING 30 AC. WALTER H. FERGUSON, ET UX, L.B. 65 PG. 511
- ⑤ 3.7 AC. OF THE PROPERTY OF THE STATE OF WEST VIRGINIA WITHIN THE EAST FORK OF TWELVE POLE CREEK
- ⑥ 3.3 AC. OF THE NORFOLK & SOUTHERN CORPORATION, RAILROAD RIGHT OF WAY, 60' WIDE, D.B. 73 PG. 239

**EXHIBIT "A"**

**CABOT OIL & GAS CORPORATION**  
 SHOWING THE  
**AGEE NO. 3 DRILLING UNIT**  
**CONTAINING 150 ACRES**  
 LOCATED ON  
 ONE MILE CREEK & EAST FORK OF TWELVE POLE CREEK  
 STONEWALL AND UNION DISTRICTS, WAYNE COUNTY, WV.  
 SCALE 1" = 1000' JULY, 1998

RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1.  Addressee's Address
2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Robert Fluharty, Attorney  
 Robinson & McElwee  
 600 United Center  
 P.O. Box 1791  
 Charleston, WV 25326

4a. Article Number

5003

4b. Service Type

- |   |   |
|---|---|
| <input type="checkbox"/> Registered                     | <input checked="" type="checkbox"/> Certified |
| <input type="checkbox"/> Express Mail                   | <input type="checkbox"/> Insured              |
| <input type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> COD                  |

7. Date of Delivery

NOV 14 1996

5. Received By: (Print Name)

*Mike Cooper*

6. Signature: (Addressee or Agent)

X

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

OGCC 117-Order 1

UNITED STATES POSTAL SERVICE



KANAWHA

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

BI - C

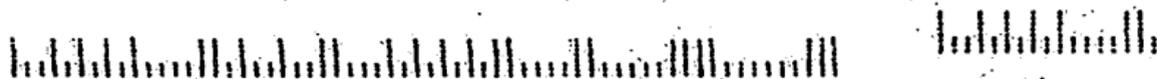
200TH ANNIVERSARY

• Print your name, address, and ZIP Code in this box •

OFFICE OF OIL AND GAS  
NOV 15 1996

WV Division of  
Environmental Protection

WEST VIRGINIA  
DIVISION OF ENVIRONMENTAL PROTECTION  
OFFICE OF OIL AND GAS  
#10 McJUNKIN ROAD  
NITRO, WEST VIRGINIA 25143-2506



Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1.  Addressee's Address
2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Wayne County News  
 Legal Dept.  
 310 Central Avenue  
 Wayne, WV 25570

4a. Article Number  
 4457

4b. Service Type

Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery  
 9-6-96

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)  
 X Myra Adkins

Thank you for using Return Receipt Service



STATE OF WEST VIRGINIA  
**OIL AND GAS CONSERVATION COMMISSION**  
#10 McJUNKIN ROAD  
NITRO, WEST VIRGINIA 25143-2506

June 4, 1996

Ms. Mary Rohrig  
Tyler Star-News  
P. O. Box 191  
Sistersville, West Virginia 26175

Re: Legal Document Advertisement

Dear Ms. Rohrig:

Please print the enclosed legal document as a Class II ad in the Tyler Star-News, on Wednesday, June 12 and again on Wednesday, June 19, 1996. The certification and invoice in triplicate should be sent to:

WV Oil and Gas Conservation Commission  
Attention: Cindy Raines  
#10 McJunkin Road  
Nitro, West Virginia 25143-2506

If you should have any questions you may call me at (304)759-0516.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Raines".

Cindy Raines  
Adm. Asst.

encl:

ROBINSON & McELWEE  
Post Office Box 1791  
600 United Center  
Charleston, West Virginia 25326

Telephone (304) 344-5800  
Fax (304) 344-9566

FACSIMILE COVER SHEET  
*DELIVER IMMEDIATELY*

DATE: September 4, 1996  
TO: Theodore M. Streit, P.E.  
FAX #: 759-0529 CLIENT/MATTER: COG/41547  
FROM: Robert D. Fluharty, Esq.  
NO. OF PAGES (INCLUDING COVER): 3

The information contained in the FAX message is intended only for the personal and confidential use of the designated recipients named above. This message may be an attorney-client communications, and as such is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately.

PLEASE CONTACT GRACE WEST AT (304) 344-5800, EXT. 436 IF ANY PROBLEMS OCCUR IN RECEIVING THIS FAX. PLEASE DELIVER THIS FAX IMMEDIATELY UPON RECEIPT.

STATE OF WEST VIRGINIA  
INFORMATION MEMO

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
FROM: Forced Pooling TIME: \_\_\_\_\_  
OF: \_\_\_\_\_ RECD. BY \_\_\_\_\_

TELEPHONE \_\_\_\_\_ NUMBER \_\_\_\_\_ EXT. \_\_\_\_\_

- PLEASE CALL
- WILL CALL AGAIN
- RETURNING YOUR CALL
- CALLED TO SEE YOU

THE ATTACHED PAPERS ARE REFERRED

- PLEASE:
- SIGN
  - COMMENT
  - NOTE
  - AS REQUESTED
  - FOR YOUR INFORMATION
  - APPROVE
  - SEE ME
  - PREPARE REPLY FOR MY SIGNATURE
  - REPLY DIRECTLY WITH COPY TO ME
  - TAKE APPROPRIATE ACTION
  - RETURN
  - ROUTE TO: \_\_\_\_\_
  - FILE

REMARKS/MESSAGE: \_\_\_\_\_  


Application to come

Re: Cabot Oil & Gas Corporation

Lease # 3 Unit; Wayne County, WV

Big Sandy East Lignite and Gypsum Railroad Company,  
Norfolk and Western Railway Company, a Va. corp.  
Norfolk and Southern Railway Company, a Va. corp.

BOB FLOHART

NOTICE  
ce

OIL AND GAS CONSERVATION COMMISSION

Oil and Gas  
Operator Name:

Cabot Oil and Gas Corp.

Robinson & McElwee

Address:

400 Fairway Drive, Ste. 400

P.O. Box 1791

Coraopolis, PA 15108-4308

Charleston, 25326

Contact Person:

Jeff Keim

Robert Ouhartyn

Telephone:

(412) 299-7000

Reason for requesting hearing:

Pooling of interest

Docket 117-111

Other interested parties:

Norfolk & Southern Corporation

Well(s) involved:

- Farm Name: \_\_\_\_\_

- Well Numbers: \_\_\_\_\_

- District: \_\_\_\_\_

- County: \_\_\_\_\_

Notices to:

- Chairman
- ✓ - Members- James A. Ray, Michael Sinicropi, I. L. Morris
- ✓ - Ex-Officio - Eli McCoy
- ✓ - Secretary of State - Building 1, Room 157-K
- Newspaper
- ✓ - Court Reporter - Janet Surface 62 Muirfield Drive Hurricane, WV 25526
- ✓ - Conference Room

1) Date: July 8, 1996  
2) Operator's well number \_\_\_\_\_  
Agee Dept. Store #3  
3) API Well No: 47 - \_\_\_\_\_ - \_\_\_\_\_  
State - County - Permit

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENERGY, DIVISION OF OIL AND GAS  
NOTICE AND APPLICATION FOR A WELL WORK PERMIT

4) Surface Owner(s) to be served:  
(a) Name Bazil & Jo Ann Wallace  
Address Rt. 1 Box 1569  
Wayne, WV 25570  
(b) Name \_\_\_\_\_  
Address \_\_\_\_\_  
(c) Name \_\_\_\_\_  
Address \_\_\_\_\_

6) Inspector Richard S. Campbell  
Address P.O. Box 77  
Sumerco, WV 25567  
Telephone (304)-524-7939

5) (a) Coal Operator:  
Name Not Operated  
Address \_\_\_\_\_

(b) Coal Owner(s) with Declaration  
Name William Agee 502 Woodland Drive  
Address Huntington, WV 25705  
Robert W. Agee 508 Foster Road  
Name Huntington, WV 25701  
Address Kathryn Atkins Trust c/o Bank On

P.O. Box 171 Huntington, WV 25701  
(c) Coal ~~Owner(s)~~ with Declaration  
Name Erle Pettus III 294 La Patera Lane  
Address Goleta, CA 93117  
Suzanne P. Cartmell 24 Roble Court  
Berkley, CA 94705

TO THE PERSON(S) NAMED ABOVE TAKE NOTICE THAT: Jeffrey Pettus  
110 Yeagan Place  
Chapel Hill, NC 25701

\_\_\_\_\_ Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil and gas OR \_\_\_\_\_

X Included is the information required by Chapter 22B, Article 1, Section 8(d) of the Code of West Virginia (see page 2)

I certify that as required under Chapter 22B of the West Virginia Code I have served copies of this notice and application, a location plat, and accompanying documents pages 1 through \_\_\_\_\_ on the above named parties, by:

- \_\_\_\_\_ Personal Service (Affidavit attached)
- X Certified Mail (Postmarked postal receipt attached)
- \_\_\_\_\_ Publication (Notice of Publication attached)

I have read and understand Chapter 22B and 38 CSR 11-18, and I agree to the terms and conditions of any permit issued under this application.

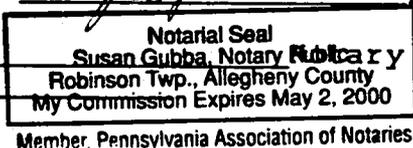
I certify under penalty of law that I have personally examined and am familiar with the information submitted on this application form and all attachments, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete.

I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Well Operator Cabot Oil & Gas Corporation  
By: [Signature]  
Its: Engineering Manager  
Address 400 Fairway Drive Suite 400  
Coraopolis, PA 15108  
Telephone (412)299-7000

Subscribed and sworn before me this 9th day of July, 1996

[Signature]  
My commission expires May 2, 2000



Public

- 1) Date: July 8, 1996
- 2) Operator's well number  
Agee Dept. State #3
- 3) API Well No: 47 - - - - -  
State - County - Permit

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENERGY, DIVISION OF OIL AND GAS

NOTICE AND APPLICATION FOR A WELL WORK PERMIT

- 4) Surface Owner(s) to be served:
  - (a) Name Bazil & Jo Ann Wallace  
Address Rt. 1 Box 1569  
Wayne, WV 25570
  - (b) Name \_\_\_\_\_  
Address \_\_\_\_\_
  - (c) Name \_\_\_\_\_  
Address \_\_\_\_\_
- 5) (a) Coal Operator:
  - Name Not Operated  
Address \_\_\_\_\_
  - (b) Coal Owner(s) with Declaration
    - Name William Agee 502 Woodland Drive  
Address Huntington, WV 25705
    - Robert W. Agee 508 Foster Road  
Name Huntington, WV 25701  
Address Kathryn Atkins Trust c/o Bank One  
P.O. Box 171 Huntington, WV 25706
    - (c) Coal Lessee with Declaration
      - Name Erle Pettus III 294 La Patera Lane  
Address Goleta, CA 93117  
Suzanne P. Cartmell 24 Roble Court  
Berkley, CA 94705
- 6) Inspector Richard S. Campbell  
Address P.O. Box 77  
Sumerco, WV 25567  
Telephone (304)- 524-7939

TO THE PERSON(S) NAMED ABOVE TAKE NOTICE THAT: Jeffrey Pettus  
Included is the lease or leases or other continuing contracts by which I hold the right to extract oil and gas OR Chapel Hill, NC 2571  
Included is the information required by Chapter 22B, Article 1, Section 8(d) of the Code of West Virginia (see page 2)

I certify that as required under Chapter 22B of the West Virginia Code I have served copies of this notice and application, a location plat, and accompanying documents pages 1 through \_\_\_\_\_ on the above named parties, by:

- \_\_\_\_\_ Personal Service (Affidavit attached)
- \_\_\_\_\_ Certified Mail (Postmarked postal receipt attached)
- X \_\_\_\_\_ Publication (Notice of Publication attached)

INSTRUCTIONS TO SURFACE OWNERS NAMED ABOVE

(Continued on Reverse)

The well operator named below is applying for a permit from the State to do oil or gas well work. (Note: If the surface tract is owned by more than three persons, then these materials were served on you because your name appeared on the Sheriff's tax ticket on the land or because you actually occupy the surface tract. In either case, you may be the only owner who will actually receive these materials.) See Chapter 22B of the West Virginia Code. Well work permits are valid for 24 months.

Well Operator Cabot Oil & Gas Corporation  
 By: D. M. Duncy  
 Title: Engineering Manager  
 Address 400 Fairway Drive Suite 400  
Coraopolis, PA 15108  
 Telephone (412) 299-7000

Subscribed and sworn before me this 7th day of July, 19 96

[Signature]  
Notary Public  
My commission expires July 2, 2000

Coal Operator/Owner/Lessee Copy

- 1) Date: July 8, 1996
- 2) Operator's well number  
Agee Dept. State #3
- 3) API Well No: 147 - - - - -  
State - County - Permit

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENERGY, DIVISION OF OIL AND GAS  
NOTICE AND APPLICATION FOR A WELL WORK PERMIT

- |   |  |
|---|--|
| <p>4) Surface Owner(s) to be served:</p> <p>(a) Name <u>Basil &amp; Jo Ann Wallace</u><br/>Address <u>Rt. 1 Box 1569</u><br/><u>Wayne, WV 25570</u></p> <p>(b) Name _____<br/>Address _____</p> <p>(c) Name _____<br/>Address _____</p> | <p>5) (a) Coal Operator:<br/>Name <u>Not Operated</u><br/>Address _____</p> <p>(b) Coal Owner(s) with Declaration<br/>Name <u>William Agee 502 Woodland Drive</u><br/>Address <u>Huntington, WV 25705</u><br/><u>Robert W. Agee 508 Foster Road</u><br/>Name <u>Huntington, WV 25701</u><br/>Address <u>Kathryn Atkins Trust c/o Bank One</u><br/><u>P.O. Box 171 Huntington, WV 25706</u></p> <p>(c) Coal Lessee with Declaration<br/>Name <u>Erle Pettus III 294 La Patera Lane</u><br/>Address <u>Goleta, CA 93117</u><br/><u>Suzanne P. Cartmell 24 Roble Court</u><br/><u>Berkley, CA 94705</u></p> |
|---|--|

6) Inspector Richard S. Campbell  
Address P.O. Box 77  
Sumerco, WV 25567  
Telephone (304)-524-7929

TO THE PERSON(S) NAMED ABOVE TAKE NOTICE THAT:

       Included is the lease or leases or other continuing contract or Jeffrey Pettus  
contracts by which I hold the right to extract oil and gas OR 110 Yeargan Place  
Chapel Hill, NC 257  
y Included is the information required by Chapter 22B, Article 1,  
Section 8(d) of the Code of West Virginia (see page 2)

I certify that as required under Chapter 22B of the West Virginia Code  
I have served copies of this notice and application, a location plat, and  
accompanying documents pages 1 through        on the above named parties, by:

- Personal Service (Affidavit attached)
- X Certified Mail (Postmarked postal receipt attached)
- Publication (Notice of Publication attached)

(INSTRUCTIONS TO COAL OPERATOR, OWNER, OR LESSEE ON REVERSE SIDE)

Well Operator Cabot Oil & Gas Corporation  
By: D. M. [Signature]  
Its: Engineering Manager  
Address 400 Fairway Drive Suite 400  
Coraopolis, PA 15108  
Telephone (412) 299-7000

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 96

My commission expires \_\_\_\_\_ Notary Public

INFORMATION SUPPLIED UNDER WEST VIRGINIA CODE  
Chapter 22, Article 6, Section 8(d)  
IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)

Under the oath required to make the verification on page 1 of this Notice and Application, I depose and say that I am the person who signed the Notice and Application for the Applicant, and that--

(1) the tract of land is the same tract described in this Application, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;

(2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to extract, produce or market the oil or gas are as follows:

<u>Grantor, lessor, etc.</u>	<u>Grantee, lessee, etc.</u>	<u>Royalty</u>	<u>Book/Page</u>
William Agee	Cabot Oil & Gas Corporation	1/4	65/593
Robert W. Agee	Cabot Oil & Gas Corporation	1/4	65/587
Kathryn A. Atkins Trust	Cabot Oil & Gas Corporation	1/4	65/590
Erle Pettus III	Cabot Oil & Gas Corporation	1/12	65/585
Suzanne P. Cartmell	Cabot Oil & Gas Corporation	1/12	65/585
Jeffrey Pettus	Cabot Oil & Gas Corporation	1/12	65/585

Well Operator: Cabot Oil & Gas Corporation

By: D. J. McChesney

Its: Engineering Manager



West Virginia Division of Environmental Protection  
Office of Oil and Gas

**NOTICE TO SURFACE OWNERS**

The well operator named below is preparing to file for a permit from the state to drill a new well. Before a well work permit can be filed with the Chief of the Office of Oil and Gas, the well operator is required to have given notice of the right to request water well or spring analytical testing. This notice shall be given to the owners or occupants of land which have a water well or spring being utilized for human consumption, domestic animals, or other general use and which is located within 1000 feet of the proposed well site.

With this form, the operator is giving you notice of your right to request analytical testing. The operator is required to sample and analyze the water wells or springs of all owners or occupants who request it. Therefore if you wish to have your water well or spring tested, contact the operator named below.

All sampling shall be completed prior to drilling. Within thirty (30) days of the receipt of such sample analyses the operator shall submit the results to the Chief of the Office of Oil and Gas and to the owners or occupants who may have requested them.

If no water well or spring is located within 1000 feet, the Chief may require the operator to sample and analyze water from a water well or spring within 2000 feet of the proposed well site.

Be advised, you have the right to sample and analyze any water supply at your own expense.

The laboratory used by the operator to analyze the samples will be approved by the Chief. The operator named below has decided to use the following laboratory to analyze the water samples:

  X   Contractor Name   Sturm Environmental    
       Well operator's private laboratory

Well Operator   Cabot Oil & Gas Corporation    
Address   400 Fairway Drive, Suite 400    
  Coraopolis, PA 15108    
Telephone   (412) 299-7000  

**FOR OPERATOR'S USE ONLY:** Below, or on an attached page, list those persons which were given this notice. Place an asterisk beside the one(s) that contacted you and requested sampling and analyses. If there were no requests made, indicate by underlining which one you have selected to sample and analyze. If there are no water wells or springs within 1000 feet of the proposed site please indicate such.

No water samples taken; city water system.

**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 DRILLING PIT WASTE DISCHARGE**

Operator Name Cabot Oil & Gas Corporation OP Code \_\_\_\_\_

Watershed East Fork Twelve Pole Creek Quadrangle Wayne 7.5'

Elevation 700'± County Wayne District Stonewall

Description of anticipated pit waste: fluids and cuttings produced by drilling activities

Will a synthetic liner be used in the pit? yes

Proposed Disposal Method for Treated Drilling 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 \_\_\_\_\_ Swabbing
- \_\_\_\_\_ Workover \_\_\_\_\_ Plugging
- \_\_\_\_\_ Other (Explain \_\_\_\_\_)

I certify that I understand and agree to the terms and conditions of the GENERAL WATER POLLUTION CONTROL 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 and imprisonment.

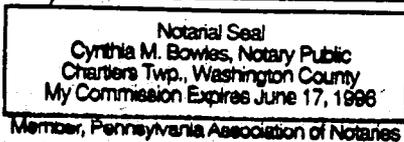
Company Official (Typed Name) Dave McCluskey *D. M. C. Chalk*

Company Official Title Regional Engineer

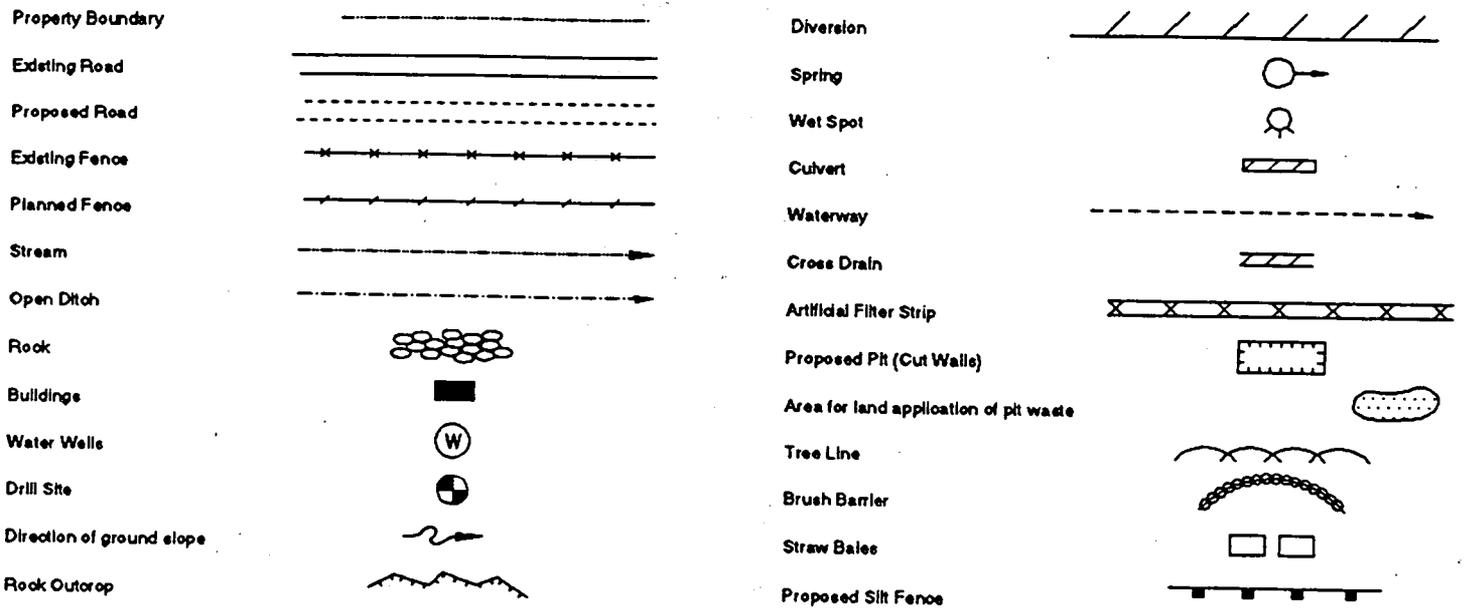
Subscribed and sworn to before me this 13th day of JUNE, 1996

Cynthia M Bowles Notary Public

My Commission Expires JUNE 17, 1996



LEGEND



Proposed Revegetation Treatment: Acres Disturbed 2.6 Acres Prevegetation pH 6.0

Lime 2 Tons/Acre or correct to pH 6.5

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

Mulch Hay or Straw at 2 Tons/acre

Hydroseeding Paper Mulch 1000 lbs/acre

Seed Mixtures

<u>Area I (location)</u>		<u>Area II (Access road)</u>	
<u>Seed type</u>	<u>lbs/acre</u>	<u>Seed type</u>	<u>lbs/acre</u>
<u>Tall Fescue</u>	<u>22</u>	<u>Tall Fescue</u>	<u>22</u>
<u>Tonga Perennial Ryegrass</u>	<u>24</u>	<u>Tonga Perennial Ryegrass</u>	<u>24</u>
<u>Annual Ryegrass</u>	<u>14</u>	<u>Annual Ryegrass</u>	<u>14</u>
<u>Red Clover - Alta Swede</u>	<u>10</u>	<u>Red Clover - Alta Swede</u>	<u>10</u>

Attach:

Drawing(s) of road and location, and proposed area of land application.

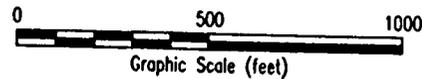
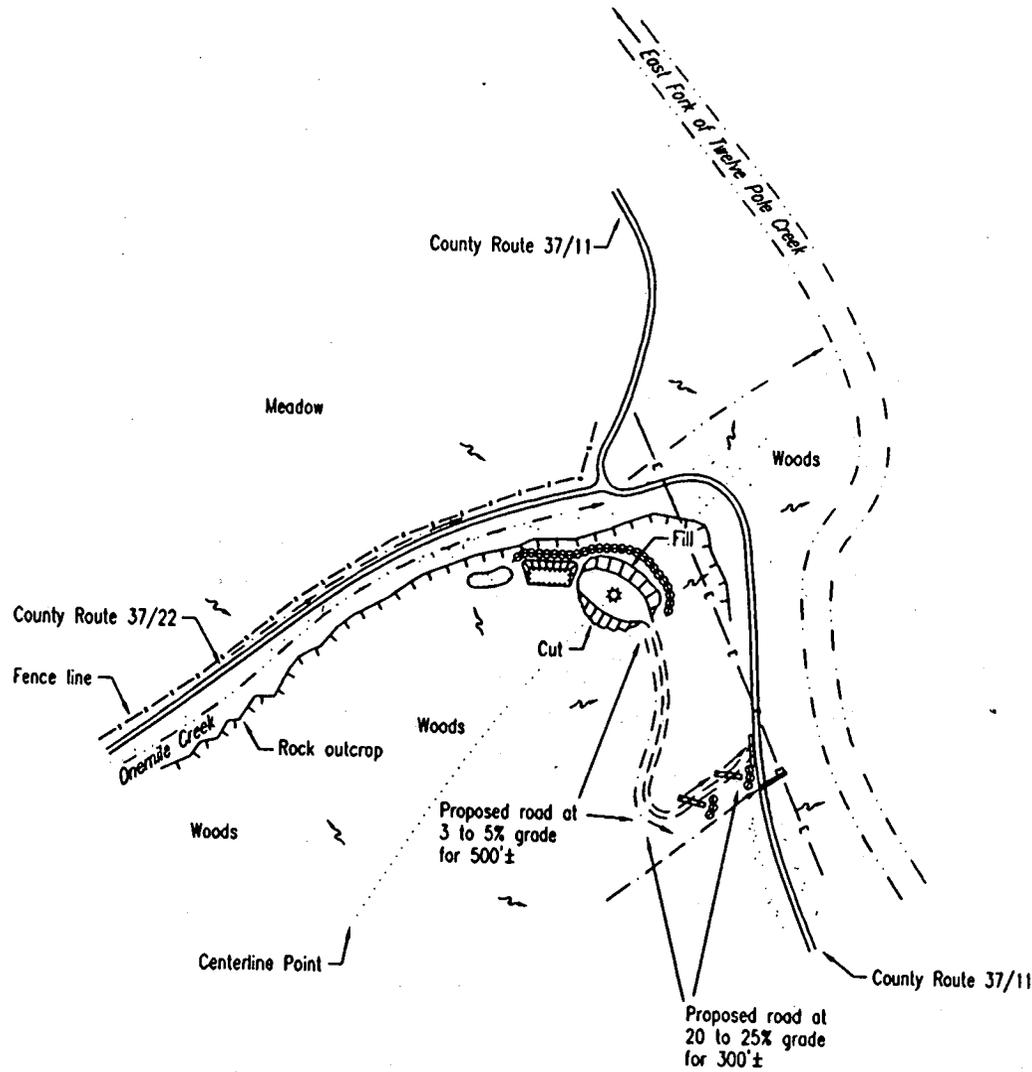
Photocopied section of involved 7.5' topographic sheet.

Plan Approved by: \_\_\_\_\_

Title: \_\_\_\_\_

Field Reviewed?  Yes

No



### DRAWING LEGEND

Area I (Location)	2.0 Acres±
Area II (Access Road)	0.6 Acres±
Straw Bales	
Silt Fence	
Brush Barrier	
Ground Slope	
Tree Line	
Cross Drain	
Proposed Culvert	
Drilling Pit	
Pit Waste Application Area	
Road Ditch	
Stream	
Natural Drainway	
Proposed Road	
Existing road	
Ridge line or Point	
Rock Outcrop	

### GENERAL NOTES

This drawing is a schematic representation of the topographic features and conditions of the area surrounding the proposed well site and access road. Proposed structures, i.e. well site, drilling pit, roadways, culverts, sediment barriers and etc. are shown in their approximate preplanning configuration. Given unforeseen circumstances, the as-built location of these structures may vary slightly from the locations shown on this drawing.

All culverts shown on this plan are proposed and will be a minimum of 12" in diameter unless otherwise designated.

Brush and/or timber removed by clearing and grubbing activities will be cut up and windowed below the out slope of construction areas.

Ditch lines and culverts will be installed whenever practical, however portions of the existing/proposed roads which are located in solid rock shall not require ditches or cross drains, unless otherwise warranted by field circumstances.

Supplemental drainage and/or sediment control measures in addition to those shown on this plan will be installed when and where deemed necessary. The additional measures may consist of straw bales, silt fences, or other measure as outlined in the Erosion and Sediment Control Field Manual.

A sediment barrier of either brush, straw bales or filter fence will be maintained below the outfall of all proposed culverts and at all other storm water discharge points from either the roadway or the location.

A stabilized construction entrance consisting of 8" of crushed stone for a distance of 50' will be constructed at ingress and egress points from public roadways.

Cross drains or waterbeds will be installed as an integral part of the reclamation process and shall be spaced in accordance with Table II-4 of the Erosion and Sediment Control Field Manual and the as-built slopes of the final road configuration.

CABOT OIL & GAS CORPORATION

Agee Department Store #3

Construction & Reclamation Site Plan

Wayne County

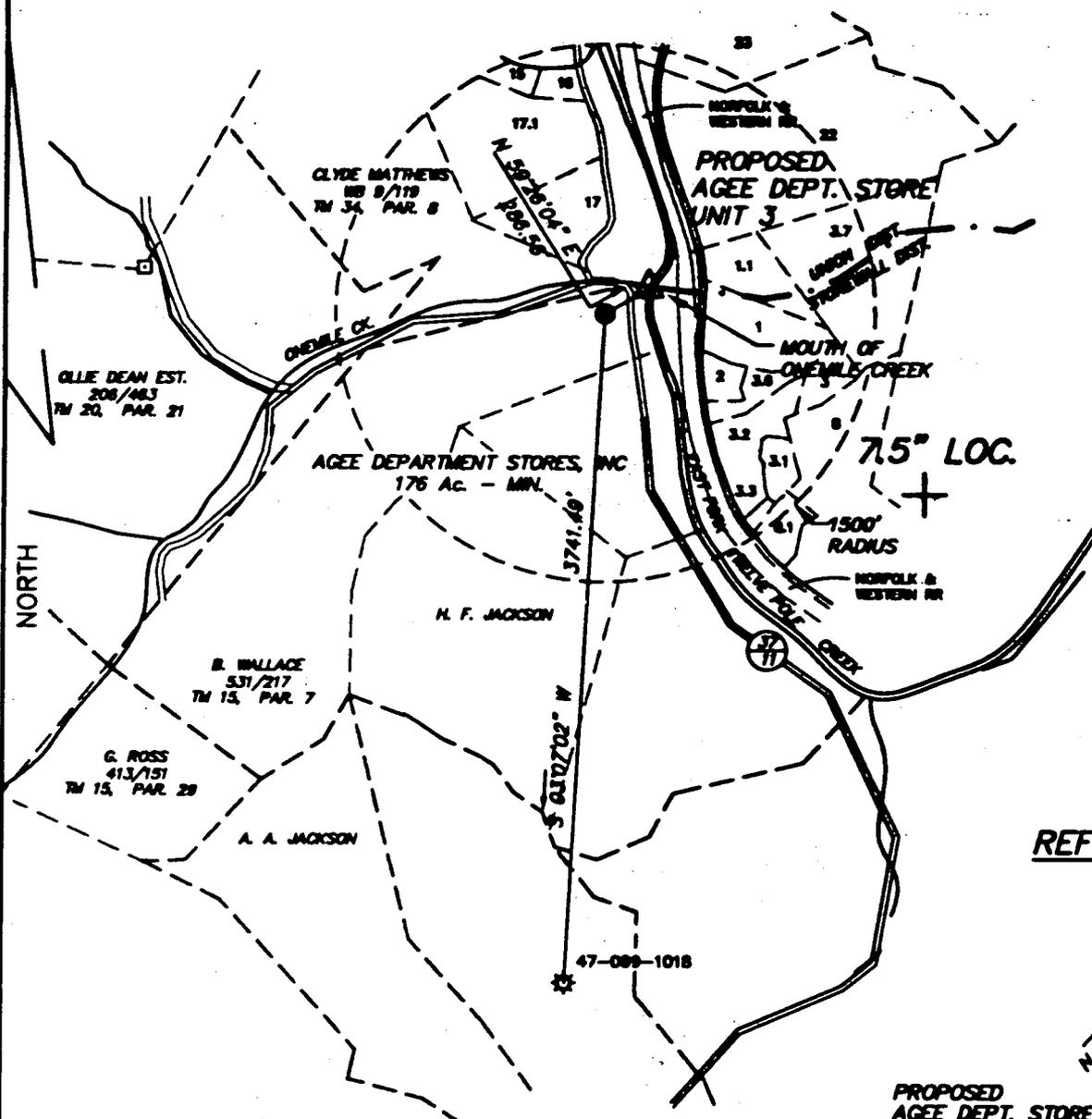
West Virginia

Date: 6-5-96

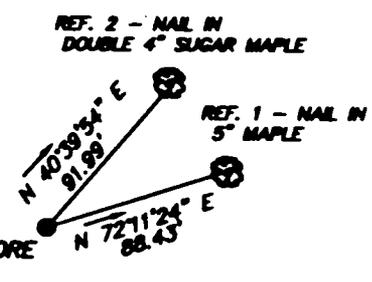
Drawn by: Dan Skidmore

DFN: 96221





**REFERENCES N.T.S.**



NO WELLS LOCATED WITHIN 3000' OF PROPOSED LOCATION  
 (+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS

FILE No 8723-473  
 DRAWING No. AGEE UNIT 3  
 SCALE 1" = 1000'  
 MINIMUM DEGREE OF ACCURACY 1 : 2500  
 PROVEN SOURCE OF ELEVATION SPOT ELEV. ON TOP OF KNOB EL 1155

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) William J. Whitman RPS  
 R.P.E. \_\_\_\_\_ R.P.S. 646



PLACE SEAL HERE

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



DATE MAY 17 19 96  
 OPERATOR'S WELL No. AGEE UNIT 3  
 API WELL No. \_\_\_\_\_

WELL TYPE: OIL \_\_\_ GAS X LIQUID INJECTION \_\_\_ WASTE DISPOSAL \_\_\_ STATE 47 COUNTY 099 PERMIT  
 (IF "GAS") PRODUCTION \_\_\_ STORAGE \_\_\_ DEEP \_\_\_ SHALLOW \_\_\_  
 LOCATION: ELEVATION 681.63 WATER SHED EAST FORK OF TWELVE POLE CREEK  
 DISTRICT STONEWALL COUNTY WAYNE  
 QUADRANGLE WAYNE, W. VA.

SURFACE OWNER B. WALLACE ACREAGE 75  
 OIL & GAS ROYALTY OWNER AGEE DEPARTMENT STORES, INC. LEASE ACREAGE \_\_\_\_\_  
 LEASE No. \_\_\_\_\_

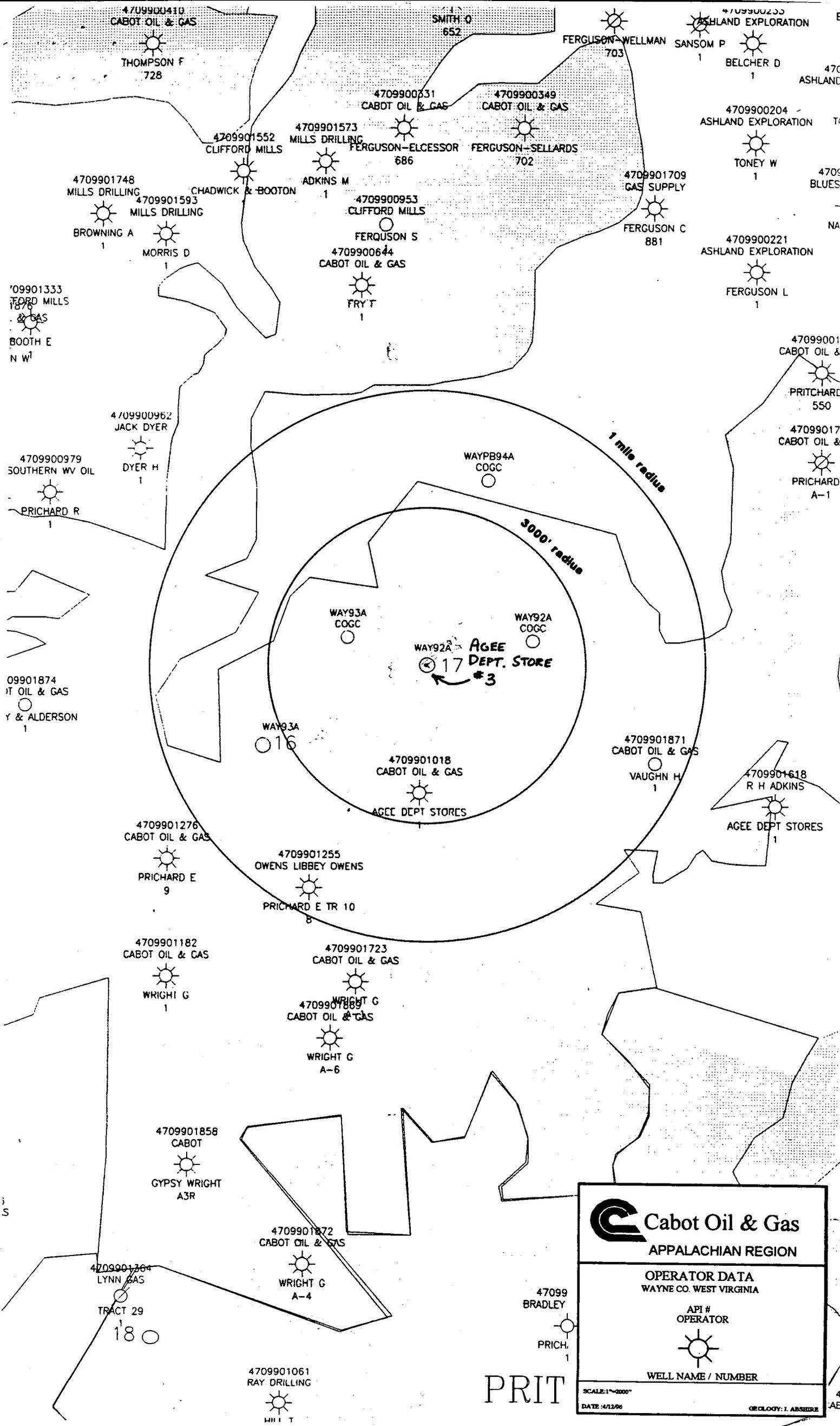
PROPOSED WORK: DRILL X CONVERT \_\_\_ DRILL DEEPER \_\_\_ REDRILL \_\_\_ FRACTURE OR STIMULATE \_\_\_ PLUG OFF OLD FORMATION \_\_\_ PERFORATE NEW FORMATION \_\_\_ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_

PLUG AND ABANDON \_\_\_ CLEAN OUT AND REPLUG \_\_\_ ESTIMATED DEPTH \_\_\_\_\_  
 TARGET FORMATION \_\_\_\_\_  
 WELL OPERATOR CABOT OIL & GAS CORP. DESIGNATED AGENT DAVID McCLUSKEY  
 ADDRESS P.O. BOX 1473 ADDRESS P.O. BOX 1473  
CHARLESTON, W. VA. CHARLESTON, W. VA.

FORM IV-6 (8-78)

**OPERATOR'S WITHIN 1 MILE  
AGEE DEPT. STORE #3**

<u>WELL NAME</u>	<u>PERMIT NO.</u>	<u>DEEPEST PRODUCING FORMATION</u>	<u>OPERATOR</u>
AGEE 1	#47-099-01018	BIG SIX	COGC
PRICHARD 8	#47-099-01255	BIG SIX	COGC



 <b>Cabot Oil &amp; Gas</b> APPALACHIAN REGION	
<b>OPERATOR DATA</b> WAYNE CO. WEST VIRGINIA	
API # OPERATOR	
WELL NAME / NUMBER	
SCALE: 1"=2000" DATE: 4/12/96	
GEOLOGY: I. ABSHIRE	

PRIT

4  
AE