



1021574

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

Plat of acreage attributable to a well in a prorated or spaced field

If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please show all the wells and within 1 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for oil wells.

API No. 15 - _____

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Sec. _____ Twp. _____ S. R. _____ E W

Is Section: Regular or Irregular

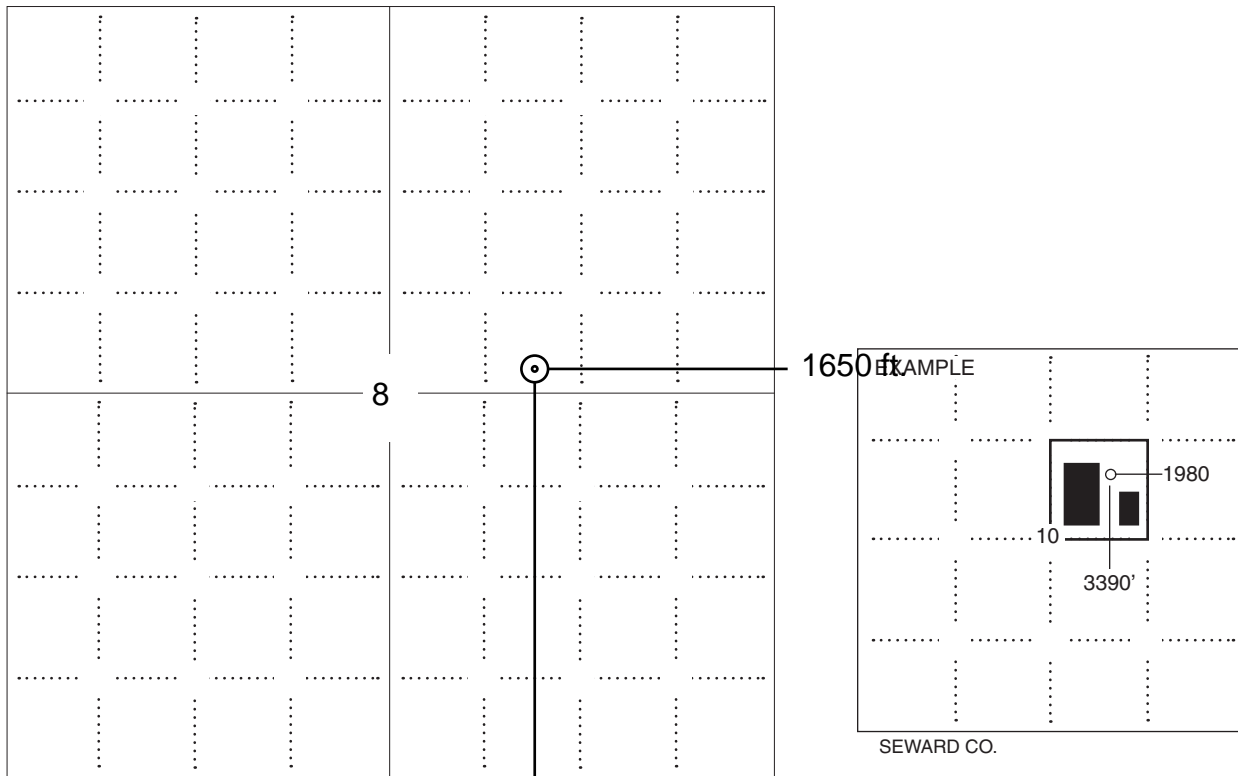
If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

PLAT

(Show location of the well and shade attributable acreage for prorated or spaced wells.)

(Show footage to the nearest lease or unit boundary line.)



NOTE: In all cases locate the spot of the proposed drilling location.

2800 ft.

In plotting the proposed location of the well, you must show:

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).



KANSAS CORPORATION COMMISSION 1021574
OIL & GAS CONSERVATION DIVISION

Form CDP-1
April 2004
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name: _____		License Number: _____	
Operator Address: _____			
Contact Person: _____		Phone Number: _____	
Lease Name & Well No.: _____		Pit Location (QQQQ): _____ - _____ - _____ - _____	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?		_____	
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) _____ N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) _____ No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: _____ measured _____ well owner _____ electric log _____ KDWR	
Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

KCC OFFICE USE ONLY		Steel Pit	RFAC	RFAS
Date Received: _____	Permit Number: _____	Permit Date: _____	Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No	

1410389 ✓
OIL AND GAS LEASE

THIS AGREEMENT made on 6th day of May 1983 between
Hadley H. Voigts and Frances L. Voigts, husband and wife

of 1004 Willow, Olathe, Kansas
herein called lessor (whether one or more), and Miller Bros. Production Co. herein called lessee

1. Lessor, in consideration of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of exploring, exploring, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, oil gases, and their respective constituent products, including gas, water, other fluids, and air and also surface strata, buying paper, casing, tubing and all things necessary, telephone lines, and other structural and things thereon as producer, store, take care of, treat, manufacture, process, bore and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and the following described land, together with any reversionary rights and after-acquired interests, therein situated in Johnson County, Kansas, to-wit:

The North East one quarter (1/4) of the North East quarter and the South half (1/2) of the North East (NE1/4) of Section 8, Township 14, Range 22 and the North half (1/2) of the South East quarter of Section 8, Township 14, Range 22, less 1 acre for school.

For the purpose of determining the amount of any bonus or other payment hereunder, said lease shall be deemed to terminate 199 and the above recital of acreage in any tract shall be deemed to be the true acreage thereof.

2. Subject to the provisions herein contained, this lease shall remain in force for a term of years (99) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

3. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons saved in the well, not excepted of that produced and saved from said land, lease to be delivered free of cost at the well or to the credit of lessor in the pipe line to which the wells may be connected; (b) on gas, including casinghead gas produced from oil wells to form one or more gas operating wells of not more than 600 acres, plus a tolerance of ten per cent (10%) to conform to Government quarter sections. Lessee shall file written unit designations in the county in which the premises are located. Such units may be designated either before or after the commencement of wells. (c) on gas, other than casinghead gas, produced from said land and sold or used on the premises or in the manufacture of products or other products therefrom, the market value at the mouth of the well of one-half (1/2) of the gas so sold or used, provided that no gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; and (d) as to any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and for the purposes of this clause (d) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom, Lessee or any assignor hereunder may pay or tender annually at the end of each yearly period during which such gas well or gas wells are shut in, as substitute gas royalty, the sum of 199.00 and if such payments are made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities. Such substitute gas royalty may be paid or tendered to the credit of the owner or owners of royalty hereunder in the Olathe State Bank at Olathe Kansas, (which bank and its successors are the royalty owner or owners' agent), and shall continue as depository for all such sums which Lessee may pay hereunder, regardless of changes in ownership of royalties.

4. If operations for drilling are not commenced on said land or on land pooled therewith on or before Aug. 6, 1983 this lease shall terminate as to both parties.

5. Lessee is hereby granted the right to pool or consolidate the leased premises, or any portion or portions thereof, as to all strata, or any stratum or strata, with other lands as to all strata, or any stratum or strata, but only as to the gas right hereunder (excluding casinghead gas produced from oil wells) to form one or more gas operating wells of not more than 600 acres, plus a tolerance of ten per cent (10%) to conform to Government quarter sections. Lessee shall file written unit designations in the county in which the premises are located. Such units may be designated either before or after the commencement of wells. (b) on gas, other than casinghead gas, produced from said land and sold or used on the premises or in the manufacture of products or other products therefrom, the market value at the mouth of the well of one-half (1/2) of the gas so sold or used, provided that no gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; and (d) as to any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and for the purposes of this clause (d) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom, Lessee or any assignor hereunder may pay or tender annually at the end of each yearly period during which such gas well or gas wells are shut in, as substitute gas royalty, the sum of 199.00 and if such payments are made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities. Such substitute gas royalty may be paid or tendered to the credit of the owner or owners of royalty hereunder in the Olathe State Bank at Olathe Kansas, (which bank and its successors are the royalty owner or owners' agent), and shall continue as depository for all such sums which Lessee may pay hereunder, regardless of changes in ownership of royalties.

6. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, no loss thereafter as to oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, no loss thereafter as to oil, gas, or other mineral is produced from said land, or from land pooled therewith.

7. Lessee shall have free use of oil, gas, and water from said land, except water from lessor's wells and tanks, for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessee, lessee will bury all pipe lines below ordinary plow depth. Lessee shall pay for damages caused by its operations to growing crops on said land. No well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lease. No such change or division in the ownership of the land, rentals or royalties shall be binding upon lessor for any purpose unless such person acquiring any interest has furnished lessor with the instrument or instruments, or certified copies thereof, constituting his claim of title from the original lessor. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder; and, if lessee or assignee of part or parts hereof shall fail to comply with any provisions of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessor or any assignor thereof has complied with the provisions hereof.

9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, withouts, landslides, and epidemics; any of the public enemy, war, blockades, insurrection, or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, orders or requests of Federal, state, territorial, or other governmental or governmental officers or agents under color of authority; freight embargoes or failures; expropriation or unavailability or delays in delivery of any product, labor, service, or material. If lessee is required, or ordered or directed by any Federal, state or municipal law, executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or if lessee by force majeure is prevented from conducting drilling operations, reworking operations or producing operations, then said such time as law, order, rule, regulation, request or force majeure is to be abated and for a period of ninety (90) days after such termination each and every provision of this lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to said term.

10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessor, at his option, may discharge any tax, mortgage or other lien upon said land, and in the event lessor does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder to and satisfying same. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate thereon, then the royalties, including substitute gas royalty, herein provided for shall be paid the said lessor only in the proportion that his interest bears to the whole and undivided fee; and lessor agrees to notify lessor in writing upon acquisition of any additional interest in the above described property, whether it be by reversion or title acquired (title, or if such additional acquisition occurs after production is obtained, then the royalty shall be increased to cover the interest so acquired). Should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. If the leased premises shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as one estate and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts from which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate metering or recording tanks.

12. Lessor and lessee's successors and assigns shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs and assigns by recording a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon lessor shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered.

Whereof witness our hands as of the day and year first above written.

Witness to the part:

Hadley H. Voigts
LESSOR Hadley H. Voigts
SS# _____
LESSOR _____

Frances L. Voigts
Lessor Frances L. Voigts
SS# _____
Lessor _____

LESSOR _____
Lessor _____

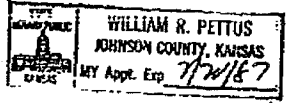
LESSEE _____
LESSEE _____

STATE OF KANSAS, COUNTY OF Johnson

Before me, the undersigned, a Notary Public, within and for said County and State, on this 21st day of May 83, personally appeared Hadley H. Voigts and Francis L. Voigts

to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)

My Appointment Expires:
Feb 20, 1987

William R. Pettus
NOTARY PUBLIC William R. Pettus

STATE OF KANSAS, COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____ 19____, personally appeared _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)
My Appointment Expires:

NOTARY PUBLIC _____

STATE OF KANSAS }
COUNTY OF JOHNSON } ss
FILED FOR RECORD

1983 JUN 2 PM 12 31 3
62

RUBIE M. SCOTT
REGISTER OF DEEDS
BY _____ DEP: _____

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