

For KCC	Use:	
Effective	Date:	
District #		
0040		

Spud date: \_

\_ Agent: \_

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1022113

Form C-1
October 2007
Form must be Typed
Form must be Signed

		INTENT TO DRILL  five (5) days prior to commencing well
Expected Spud Date:		Spot Description:
month day	year	Sec. Two S.B. F.W.
ODEDATOR II		(a/a/a/a) feet from N / S Line of Section
OPERATOR: License#Name:		feet from E / W Line of Section
Address 1:		Is SECTION: Regular Irregular?
Address 2:		(Note: Locate well on the Section Plat on reverse side)
City: State: Zip:		County:
Contact Person:		Lease Name: Well #:
Phone:		Field Name:
CONTRACTOR: License#		
Name:		Target Formation(s):
Well Drilled For: Well Class: Type Eq	uinmont:	Nearest Lease or unit boundary line (in footage):
	uipment:	Ground Surface Elevation:feet MSL
	d Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Disposal Wildcat Cal	Rotary	Public water supply well within one mile:
Seismic ; # of Holes Other	ло	Depth to bottom of fresh water:
Other:		Depth to bottom of usable water:
		Surface Pipe by Alternate: I II
If OWWO: old well information as follows:		Length of Surface Pipe Planned to be set:
Operator:		Length of Conductor Pipe (if any):
Well Name:		Projected Total Depth:
Original Completion Date: Original Total Dep	oth:	Formation at Total Depth:
D: .:		Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Yes No	well Tallittond Cities.
If Yes, true vertical depth:		
KCC DKT #:		— (Note: Apply for Permit with DWR ☐ ) — Will Cores be taken? Yes ☐ No
		Will Cores be taken? Yes No If Yes, proposed zone:
The undersigned hereby affirms that the drilling, completion		AFFIDAVIT plugging of this well will comply with K.S.A. 55 et. seg.
It is agreed that the following minimum requirements will be		pragging of the new time comply that rule is also disord.
Notify the appropriate district office <i>prior</i> to spudding		
2. A copy of the approved notice of intent to drill shall to		ach drilling rig;
		set by circulating cement to the top; in all cases surface pipe shall be set
through all unconsolidated materials plus a minimum		o the underlying formation.  district office on plug length and placement is necessary <i>prior to plugging</i> ;
5. The appropriate district office will be notified before v		, , , , , , , , , , , , , , , , , , , ,
· · ·		nted from below any usable water to surface within 120 DAYS of spud date.
		r #133,891-C, which applies to the KCC District 3 area, alternate II cementing
must be completed within 30 days of the spud date of	r the well shall	be plugged. In all cases, NOTIFY district office prior to any cementing.
Submitted Electronically		
Submitted Electronically		
		Remember to:
For KCC Use ONLY		- File Drill Pit Application (form CDP-1) with Intent to Drill;
API # 15		- File Completion Form ACO-1 within 120 days of spud date;
Conductor pipe requiredfeet		<ul> <li>File acreage attribution plat according to field proration orders;</li> <li>Notify appropriate district office 48 hours prior to workover or re-entry;</li> </ul>
Minimum surface pipe requiredfeet		Submit plugging report (CP-4) after plugging is completed (within 60 days);
Approved by:		Obtain written approval before disposing or injecting salt water.
		- If this permit has expired (See: authorized expiration date) please
This authorization expires:	approval data	check the box below and return to the address below.

Well Not Drilled - Permit Expired Date: \_
Signature of Operator or Agent:



### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

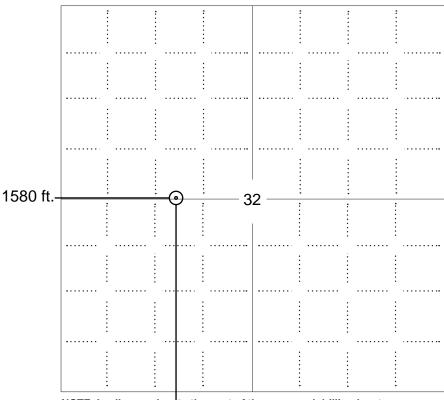
If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please 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.

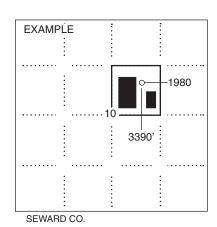
API No. 15	
Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R
Number of Acres attributable to well:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary.  Section corner 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 locaton.

## 2650 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 OIL & GAS CONSERVATION DIVISION

022113

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:  Emergency Pit Burn Pit  Settling Pit Drilling Pit  Workover Pit Haul-Off Pit  (If WP Supply API No. or Year Drilled)  Is the pit located in a Sensitive Ground Water  Is the bottom below ground level?  Yes No  Pit dimensions (all but working pits):	Artificial Liner?		SecTwpR East West Feet from North / South Line of Section Feet from East / West Line of Section County Chloride concentration: mg/l mg/l (For Emergency Pits and Settling Pits only)  How is the pit lined if a plastic liner is not used? Width (feet) N/A: Steel Pits			
	om ground level to de					
If the pit is lined give a brief description of the material, thickness and installation procedure			edures for periodic maintenance and determining including any special monitoring.			
Distance to nearest water well within one-mile	e of pit	Depth to shallowest fresh waterfeet. Source of information:				
feet Depth of water wellfeet		measu	uredwell owner electric logKDWR			
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 flow into the pit?  Yes No  Submitted Electronically		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.				
KCC OFFICE USE ONLY Steel Pit RFAC RFAS						
Date Received: Permit Num	ber:	Permi	nit Date: Lease Inspection:  Yes No			

KIOWA COUNTY

STATE OF KANSAS

This instrument was filed for record this

# ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

27 day of Mau ams That the undersigned, at 2:16 o'clock PM. and recorded in Book 33 Page 465 Fees 8.00 U.S.JACKSON L.L.C., Steven W. Jackson President. hereinafter called Assignor (whether one or more), for and in consideration of One Register of Deeds RUM Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, Deputy transfer and set over unto Strata Exploration Inc. P.O.Box 401, 201 NE 7th , Fairfield Illinios, 62837 A11 (hereinafter called Assignee),\_\_ interest in and to the oil and gas lease dated January 10th 2008 from Arthur J. Todd and Helen M. Todd. husband and wife, Rt.1 Box 112C, Greensburg Kansas, 67054 \_, lessor\_ to U.S.JACKSON L.L.C Steven W. Jackson President. 20 \_\_\_\_\_, page 2096 insofar as said lease covers the following described land in recorded in book\_\_\_\_\_ Kiowa \_\_\_\_County, State of Kansas

 $NE_{4}^{1}$  &  $S_{2}^{1}$   $NW_{4}^{1}$  &  $N_{2}^{1}$   $N_{2}^{1}$   $S_{2}^{1}$  &  $S_{2}^{1}$   $N_{2}^{1}$   $SE_{4}^{1}$  32-27S-R18W.

together with the r	ights incident there	27S Range to and the personal le without warranty of	property th	nereon, appurtenan	t thereto, or u		
EXECUTED, 1	This 14th	n day of <u>Ma</u>	ay	Steven W. U.S.JACKS		reisdent of	2008 President
		Notary Public, wit	hin and fo		State, on this		
that exe	cuted the same as_ SS WHEREOF, I h	atical personwho e	voluntary	act and deed for	the uses and p	ourposes therein	set forth.
	Kansas  Harper bered that on this- y commissioned, in	ASSESSED ME SA	ny nd state a	foresaid, came S	2008, befo	Notary RPORATION ore me, the under ackson	ersigned, a
knowledged the ex-	e State of ho executed as such ecution of the sam SS WHEREOF, I h		g instrumer	, personally kn nt of writing in be poration for the u	half of said co ses and purpo	ses therein set	he duly ac- forth. written.

	Form 88 (producers) Rev. 1-83 (Pald-up)  Kens Okls Colo.  OIL AND GAS LEASE	© 1983 David Carter Company		
•	THIS AGREEMENT, Entered into this			
	Greensburg Kansas, 67054 and U.S. JACKSON L.L.C			
	1. That lessor, for and in consideration of the sum of	presents does hereby grant, lease, and let exclusively to or any part thereof with other oil and gas leases as sical and other exploratory work thereon, including core e, casinghead gasoline and their respective constituent into the subsurface strate, and for constructing roads, any or convenient for the economical operation of said		
	Into the subsurface strata, said tract of land being situated in the County of			
		STATE OF KANSAS		
	NE 2 & S2 NW 2 & N2 N2 S2 & S2 N2 SE 32-27S-R18W	KIOWA COUNTY SS  This instrument was filed for record this 21st day of January, 2008		
	SHARREN THACH REGISTER OF DEEDS	at 11:30 o'clock A M. and recorded in Book 20 Page 2096 Fees 28.00  Sharren Thach  Register of Deeds		
	containingacres, more or less.	Julith I. Schoenberger		
÷	2. This lease shall remain in force for a term of	0		
	3. The lessee shall deliver to lessor as royalty, free of cost, on the less, or into the pipe line to which lessee may contain a saved from the lessed premises, or at the lessee's option may pay to the lessor for such one-eighth royalty and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.	onnect its wells the equal one-eighth part of all oil pro- trivity the market price at the wellhead for oil of like grade		
	4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such more wells, an amount equal to one dollar per net mineral acre, and while sald shut in royalty is so paid or tendered, that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on gas.  5. This lesse is a paid-up lesse and may be maintained during the primary term without further payments or drilling operations.  6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple e	, produced from the lend herein leased. If such gas is not sold, as a shut-in royalty, whether one or it will be considered under all provisions of this lease the date the first well is completed for production of s.		
13	to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.  7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operation led nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall	event the title to any interest in said land should revert , except water from existing wells of the lessor. When ns to growing crops on said land. No well shall be dril- l have the right at any time during, or after the expira-		
	tion of this lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the 8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allower visees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royaltic obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certifier probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any dece original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect or heir of lessor.	ed), the covenants hereof shall extend to the heirs, de- es, however accomplished, shall operate to enlarge the under this lease shall be binding on the lessee until it ied copy of the will of any deceased owner and of the leased owner, whichever is appropriate, together with all title back to lessor of the full interest claimed, and all		
•	9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nor all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acres leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the livided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.	age owned by each separate owner bears to the entire		
	10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exe of any holder or holders thereof and may relimburse itself by applying to the discharge of any such mortgage, tax or other lien, at	rcises such options it shall be subrogated to the rights ny royalty accruing hereunder.		
	11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as any other well thereafter commenced, with no cessation of more than one hundred-twenty (120) consecutive days, and if remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.	gas is not being produced on said land, but lessee is operations are prosecuted either on the same well or		
	12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or malling such release to county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payr of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released th remain in full force and effect for all purposes.	ments and liabilities thereafter accruing under the terms		
•	, 13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or reg agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the leas of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or inting the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authorit lease-shall continue until six months after said order is suspended.	see be liable in damages for failure to comply with any erpretations thereof). If lessee should be prevented dur-		
	14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land co- land covered by another lesse, or lesses when, in lessee's judgment, it is necessary or advisable to do so in order to performed the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding the unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instruent entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on pro- this lesse. If production is found on any part of the pooled acreage it shall be treated as if production is had from this by this lesse or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalty such portion of the royalty stipulated herein as the amount of his net royalty inter- eral acreage so pooled in the particular unit involved.	properly develop and operate said lease premises so as no so acres each in the event of an oil well, or into a ten percent (10%) to conform to Governmental Surveyment identifying and describing the pooled acresge. The duction from the pooled unit, as if it were included in lease whether any well is located on the land covered elsewhere herein specified lessor shall receive on pro-		

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

The attached Exhibit "A" lease rider amendment is incorporated and made part of this lease.

STATE OF KANSAS, COUNTY OF COMANCHE, SS:

The foregoing Oil and Gas Lease was signed and duly acknowledged before me on January 21, 2008 by Helen M. Todd and Arthur J. Todd, wife and husband, such persons being personally known to me to be the same persons who executed such Oil and Gas Lease and acknowledged the execution of the same.

Charles H. Herd
NOTARY PUBLIC
State of Kansas
My Appt. Expires :/2-/U-171

Notary Public, Charles H. Herd

My appointment expires: Dec. 10, 2011

20-2096

obligated to file of record in the office of the Kiowa County Register of Deeds, a release of all rights and interest in said lease in and to all zones and formations 100 feet or more below the stratigraphic equivalent of the total depth of the deepest well drilled by Lessee on the leased premises, sixty (60) days following written demand thereof after two (2) years shall have passed following the expiration of the primary term of the lease. If such release is not filed within said period, then Lessee shall be liable for any damages sustained by Lessor, and for any reasonable attorney fees incurred by Lessor in obtaining such release. Lessor shall have rights of ingress and egress over, through and across all zones and geological formations held by Lessee for the purpose of exploring and producing such deeper zones and formations.

- 17. Lessee's obligations and liabilities under this lease and addendum include, cover and extend to the acts and omissions of Lessee's employees, agents, partners, principals, operators, contractors, invitees, successors and assigns.
- 18. Lessee shall have no right to lay pipelines, install or construct other structures except those directly relating to production of oil and/or gas from the real estate described in this lease, unless Lessee purchases right of way from Lessor for such pipelines.
- 19. In the event any CRP grass is destroyed by oil and gas lease exploration, drilling operations, production operations, road useage or location of storage tanks, Lessee shall pay to Lessor a sum equal to the greater of: (a) the amount of affected land acres times (x) the existing CRP contract rate; or (b) the amount USDA reduces Lessor's CRP payment. If USDA reduces Lessor's CRP payment because of land acreage affected by oil and gas operations, Lessee shall reimburse Lessor annually for the amount of the reduction until the reduction is removed and full payment restored by USDA; or, for the term of the CRP contract and extensions thereof if the reduction is not removed. Additionally, Lessee shall pay the actual cost of the grass seed mix required for the specific soil type and pay the actual cost of preparing the soil and drilling cover crops and the grass crop as required by USDA rules and regulations. The area of CRP grass affected, less the area needed for oil and gas operations in the event of production, shall be determined without delay and shall be re-seeded on the time table established by the Kiowa County FSA office. With respect to native pasture or grass areas not included in the CRP program, Lessee shall compensate Lessor for damages to those grass areas affected. Lessee's obligations to pay for grass seed, soil preparation and drilling the grass crop as stated for CRP land shall also apply to non-CRP grass and native pasture areas affected by oil and gas lease operations
- 20. Lessee shall have the option of extending the primary term of this lease for one (1) additional year by paying Lessor the sum of \$10.00 per mineral acre leased. The option must be exercised on all tracts where the original primary term is due to expire, unless the Lessor agrees otherwise in writing.
- 21. The provisions of the lease, including this addendum, shall be binding upon the successors and assigns of the parties. This addendum shall be attached to and

20-2096

**EXHIBIT "A"** attached to and made part of the Oil and Gas Lease dated January 10, 2008 by and between Arthur J. Todd and Helen M. Todd, husband and wife, as Lessor; and U.S. Jackson, as Lessee.

- 1. The provisions of this addendum shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 2. This lease may not be unitized with any other lands or leases except with the separate written agreement of the Lessor.
- 3. In the event of production from a well located on a tract described in this lease, Lessee shall, upon expiration of the primary term of this lease, release all other tracts except the tract where the well is located. As used in this provision, the phrase "tract where the well is located" shall mean a land area of one hundred sixty (160) acres or less, contiguous to the well site. If the legal description of the tract where the well is located contains less than one hundred sixty (160) acres, then the lease shall be limited to the acres contained in that legal description. In no event shall the lease acres exceed one hundred sixty (160) acres.

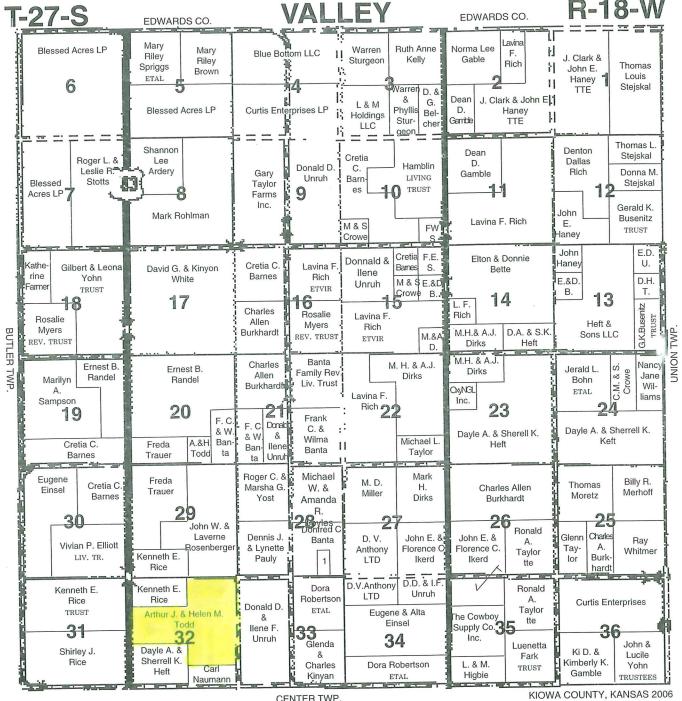
This paragraph 3 provision is subject to the option to extend the primary term of the lease as provided in paragraph 20 below.

- 4. Where gas from a well or wells capable of producing gas only is not sold for a period of one (1) year from the end of the primary term and the well is "shut in", Lessee shall pay Lessor a shut-in royalty of \$10.00 per net mineral acre per year. Payment of shut-in royalty will not extend the lease for more than two (2) additional years from the date the well is shut-in.
- 5. The installation of a salt water disposal well or disposal of salt water on the premises is not permitted, except with the separate written agreement of the Lessor.
- 6. Lessee shall pay Lessor for any and all damages caused by Lessee's oil and gas exploration, operations, production or development, including, but not limited to, damage to fences, improvements, livestock, water supply, land, soil, grass and crops. Lessee shall pay Lessor a minimum of at least \$2,500.00 for each drill site location on the leased premises. Lessor may require prepayment of site damages prior to commencement of any drilling operations.
- 7. Lessee shall, upon the completion of any "dry-hole" test drilling operations, or upon the abandonment of any producing well, restore the surface of the land, including topsoil, to its original condition as nearly as practicable and remove all equipment, fixtures, structures and hard surface areas within six months, subject to weather and wet

surface conditions which reasonably affect restoration of the land surface.

- 8. Lessee shall consult with Lessor regarding the route of ingress and egress on or through the lease premises relative to exploration, drilling, production and other lease operations prior to engaging in such operations.
- 9. Lessor shall have the right to direct and pre-approve the location of all access roads, tank batteries and pipelines of any type prior to installation.
- 10. Lessee shall consult with Lessor regarding location of pits before digging. Topsoil from the pits shall be piled separately and returned to the surface when the pits are filled. Lessee shall return the surface and its contours to original condition as nearly as possible.
- 11. In the event of production and continued use of the surface, Lessee, or its assigns, will maintain, restore and repair the land area affected by the lease operations.
- 12. Royalties payable to Lessor shall be free from all processing costs including, 565 V but not limited to cleaning, gathering, compression and dehydration costs. Lessor's royalty shall also be free from all transportation costs to the meter (point of sale), and in any event, be free from transportation charges charged by entities in which Lessee owns an interest or which is a related entity to Lessee. Lessee shall indemnify and hold Lessor harmless from the costs and charges as described in this section.
  - 13. Lessee must obtain the Lessor's prior written consent before using water from the premises for drilling operations. Use of water pursuant to this lease will be limited to drilling operations only on the real estate described in the lease. If a water well is drilled on the property relative to operations under this lease, the cased hole will be plugged, or will be left for Lessor's future use as Lessor may direct. Lessee shall compensate Lessor for any water used.
  - 14. Lessee shall bury any pipelines a depth of not less than thirty-six (36) inches below the surface to the top of the pipe.
  - 15. Lessee shall install and maintain (at Lessee's expense) fencing around Lessee's oil or gas well sites and tank battery sites to protect any livestock from injury by equipment or by ingestion of oil, salt water or other liquids. Lessee shall install and maintain cattle guards in fence lines of any permanent fencing and shall keep any gates of temporary or permanent fencing closed when livestock are kept on the premises. Lessee shall be liable for any damages sustained by Lessor or tenants for violation of this covenant.
  - 16. If this lease is in force and effect two (2) years after the expiration of the primary term, this lease shall thereupon terminate as to the oil and gas rights in all zones or formations of the leased premises 100 feet or more below the stratigraphic equivalent of the total depth of the deepest well drilled by Lessee under this lease. Lessee shall be

Kiowa Co., KS.



Section #28 1. Ron & Wendel Lea Banta CENTER TWP.

COUNTY

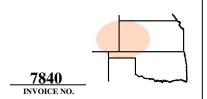
DRAWN BY:

AUTHORIZED BY:

# ROBINSON SERVICES

Oil Field & Construction Staking

P.O. Box 2324 Garden City, Kansas 67846 Office/Fax: (620) 276-6159 Cell: (620) 272-1499



s090808-r

Todd #1-32 **Strata Exploration Inc.** 

Twp.

OPERATOR LEASE NAME 2650' FSL - 1580' FWL **Kiowa County, KS 32** 18w LOCATION SPOT

GR. ELEVATION: 2209.6°

1" =1000' SCALE: Sept. 8<sup>th</sup>, 2008 DATE STAKED: Jeremey T. MEASURED BY: Gabe Q.

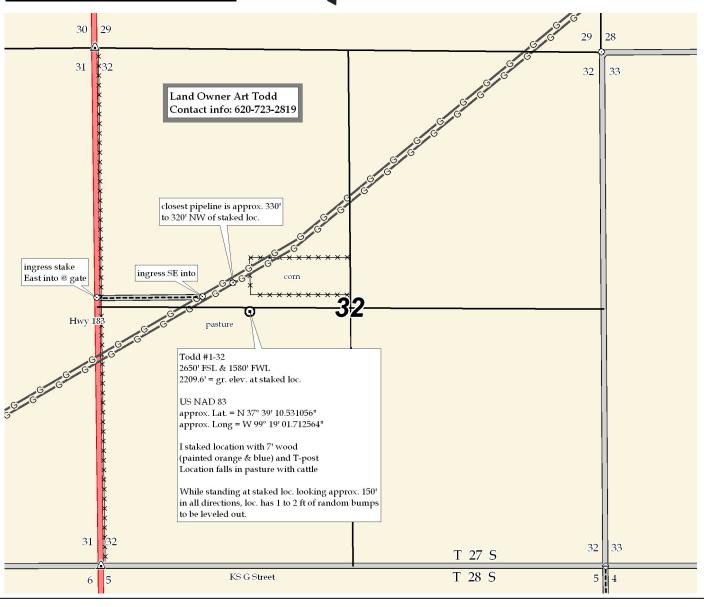
This drawing does not constitute a monumented survey or a land survey plat

This drawing is for construction purposes only

Bob K.

**Directions:** From approx. 1 mile West of Greensburg, Ks at the intersection of Hwy 183 & Hwy 54 - Now go 2.7 miles North on Hwy 183 to the SW corner of section 32-27s-18w - Now go 0.5 mile North to ingress stake East into - Now go 0.2 mile East on trail - Now go approx. 510' SE through pasture into staked

Final ingress must be verified with land owner or Strata Exploration Inc.





Kathleen Sebelius, Governor Thomas E. Wright, Chairman Michael C. Moffet, Commissioner Joseph F. Harkins, Commissioner

September 17, 2008

John R. Kinney Strata Exploration, Inc. PO BOX 401 FAIRFIELD, IL62837-0401

Re: Drilling Pit Application Todd Lease Well No. 1-32 NW/4 Sec.32-27S-18W Kiowa County, Kansas

Dear John R. Kinney:

District staff has inspected the above referenced location and has determined that an unsealed condition will present a pollution threat to water resources.

District staff has recommended that the reserve pit be lined with bentonite or native clay, constructed <u>without slots</u>, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred and again after drilling operations have ceased.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 225-8888 when the fluids have been removed. Please file form CDP-5, Exploration and Production Waste Transfer, within 30 days of fluid removal. Conservation division forms are available through our office and on the KCC web site: kcc.ks.gov/conservation/forms/

A copy of this letter should be posted in the doghouse along with the approved Intent to **Drill**. If you have any questions or concerns please feel free to contact the District Office at (620) 225-8888.