For KCC Use:

Effective D	Date:
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District	#	
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KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form C-1 October 2007 Form must be Typed Form must be Signed All blanks must be Filled

1024280

NOTICE OF INTENT TO DRILL

Must be approved by KCC five (5) days prior to commencing well

Expected Spud Date:	Spot Description:
month day year	(avava)
OPERATOR: License#	feet from N / S Line of Section
Name:	feet from L 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#	Is this a Prorated / Spaced Field?
Name:	Target Formation(s):
	5
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage): Ground Surface Elevation: feet MSL
Oil Enh Rec Infield Mud Rotary	
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate:
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 Depth:	Formation at Total Depth:
	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
KCC DKT #:	Will Cores be taken?
	If Yes, proposed zone:

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq. It is agreed that the following minimum requirements will be met:

1. Notify the appropriate district office *prior* to spudding of well;

- A copy of the approved notice of intent to drill *shall be* posted on each drilling rig;
- The minimum amount of surface pipe as specified below shall be set by circulating cement to the top; in all cases surface pipe shall be set through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
- 4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary prior to plugging;
- 5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
- 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 DAYS of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. In all cases, NOTIFY district office prior to any cementing.

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 required feet	 File acreage attribution plat according to field proration orders; Notify appropriate district office 48 hours prior to workover or re-entry;
Minimum surface pipe requiredfeet per ALT. I II	- Submit plugging report (CP-4) after plugging is completed (within 60 days);
Approved by:	- Obtain written approval before disposing or injecting salt water.
This authorization expires:	- If this permit has expired (See: authorized expiration date) please check the box below and return to the address below.
(This autionization void if drining not started within 12 months of approval date.)	Well Not Drilled - Permit Expired Date:
Spud date: Agent:	Signature of Operator or Agent:
Opud dute Agent	



1024280

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

Side Two

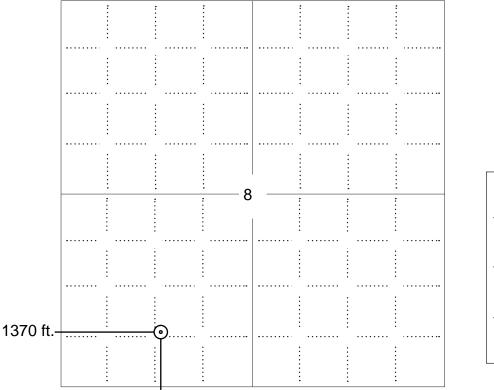
Plat of acreage attributable to a well in a prorated or spaced field

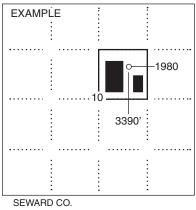
If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please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

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 E 📃 W
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.

750 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

1024280

Form CDP-1 April 2004 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name:		-	License Number:		
Operator Address:		I			
Contact Person:		Phone Number:			
Lease Name & Well No.:			Pit Location (QQQQ):	Pit Location (QQQQ):	
Type of Pit:	Pit is:		- 		
Emergency Pit Burn Pit	Proposed	Existing	SecTwpR East West		
Settling Pit Drilling Pit	If Existing, date constructed:		Feet from North / South Line	e of Section	
Workover Pit Haul-Off Pit (<i>If WP Supply API No. or Year Drilled</i>)	Pit capacity: (bbls)		Feet from East / West Line of Section		
Is the pit located in a Sensitive Ground Water	Area? Yes	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Chloride concentration:		
			(For Emergency Pits and Settling Pits only)	Ũ	
Is the bottom below ground level?	Artificial Liner?	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: Stee	l Pits	
Depth fr	om ground level to d	eepest point:	(feet) No Pit		
Distance to nearest water well within one-mile	e of pit	Depth to shallo Source of infor	west fresh waterfeet.		
		redwell owner electric logKDWR			
Emergency, Settling and Burn Pits ONLY: Drilling, Workover and Haul-Off Pits ONLY:					
Producing Formation:	Producing Formation: Type of material utilized in drilling/workover:				
Number of producing wells on lease: Number of work		orking pits to be utilized:			
Barrels of fluid produced daily: Abandonmen		Abandonment	nt procedure:		
Does the slope from the tank battery allow all spilled fluids to		be closed within 365 days of spud date.			
Submitted Electronically					
	ксс	OFFICE USE O	NLY Steel Pit RFAC RFA	S	
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection:	No	



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OIL AND GAS LEASE (AND RIGHT OF WAY AGREEMENT)

AGREEMENT, M	ade and entered into the 19th day of Decer	nber 2 005, by and between	213
	z and Jacquelyn D. Lutz, husband and wife		a whose past office address is
	ue West, Benkelman, NE 69021		sor (whether one or more) and
Bill Barrett	Corporation, whuse address is 1099 18th St., Ste. 23	00, Denver, CO 80202	hereinafter called Lessee
the receipt of which demise, lease and l methods, and oper	at the Lessor, for and in consideration of	er contained, has granted, demised, leased and let, ar h the exclusive right for the purpose of mining, expl re or kind, with rights of way and easements for lay	oring by geophysical and other ing pipe lines, and crection of
TOWNSHII Section 8:	2 SOUTH, RANGE 38 WEST, 6 TH P.M. NE/4, NE/4NW/4, S/2NW/4, E/2SW/4, N/2SE/4, SW/4SE/4 and that part of the W/2SW/4 lying north and east of the south and west boundary line of the county road	STATE OF KANSAS, O This instrument was fil <u>at //1.30</u> octoor in Book //7, <u>at //1.30</u> octoor <u>at //1.30</u> octoor	ed for record on the
Section 17:	NW/4NE/4	SEAL AND BAC	
and containing	579.00 acres, more or less. This lease covers all the land descrit	ed above including all lands now or hereafter owned	or claimed by Lessor, adjacent,

contiguous or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation or otherwise, or me fenced or unfenced, or whether such lands are inside or outside of the description set forth above.

I. It is agreed that this lease shall remain in force for a term of <u>Five (5)</u> years and as long thereafter as oil or gas of whatswever nature or kind is produced from said leased premises or on acreage pooled therewith, or deilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force to long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith, and operations shall be considered to be continuously prosecuted and eighty (180) days shall be a continue on a chandyment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of nill or gas shall be discovered and produced as a result of such operations as the first of forwate and or form due to an acreage pooled therewith, the production thereof should cease from any cause after the primary term, drist lease shall not terminate if increase of long as oil or gas shall be discovered and produced as a result of such operations at or fiber the spinalion of the down or from due to completion of dry hole. If oil or gas shall be discovered and produced as a result of preduction therewith.

surrendered

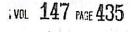
renorem 3. In consideration of the premises the said Lessee covenants and agrees: 1st. To deliver to the credit of Lessur, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal 🗮 nart of all oil produced and

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, use equal structure of particles.
2nd. To pay Lessor on gas and easinghead gas produced from said land (1) when sold by Lessee, one-eighth of the net proceeds derived from such sale, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the month of the well, of an encloting and transporting and costs of compressing, dehydrating and otherwise treating such gas or easinghead gas to render it marketable or usable and one-eighth of the cost of gathering and transporting such gas and casinghead gas to usable and one-eighth of the cost of gathering and transporting such gas and casinghead gas to usable and one-eighth of the cost of gathering and transporting such gas and casinghead gas to usable and one-eighth of the cost of gathering and transporting such gas and casinghead gas to usable and one-eighth of the cost of gathering and transporting such gas and casinghead gas to usable and one-eighth of the cost of gas produced from any oil well and used off the premises or in the mouth of the well to the well, to shall produce a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, to the my alter product a royalty of one-eighth (1/8) of the proceeds at the mouth of the well, any able monthy well as the the mouth of the well to the well as produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds at the mouth of the well to the well to the well as the cost of gathering and transporting gas is not sold or used.

4. Where the first more received payment or tradition to the first term analysis of a term extensing after the expiration of fainers (20) days from the date such well is shut in and thereafter on or before the anniversary date of this lease next ensuing after the expiration of fainers (20) days from the date such well is shut in and thereafter on or before the anniversary date of this lease next ensuing after the expiration of fainers (20) days from the date such well is shut in and thereafter on or before the ensuites and undivided for simple estate therein, then the royalties (including any shut-in gas royalty) therein provided for shut be paid the 1 essor on ly in the proportion which 1 essor's wells and/or ponds.
6. Lessee shall have the right on use, free of cost, gas, oil and water produced on said leand for Lessee's operation thereon, except water from the 1 essor's wells and/or ponds.
7. When requested by 1 essor, Lessee's and havy 1 essee's pipe lines below pluw depth.
8. No well shall be utilized neare than 200 feet to the house or ham now on said premises without written consent of Lessor.
9. Lessee shall have the right or any time to remove all muschhery and fittures placed on said permises. Including the right to draw and remove easing.
10. Lessee shall have the right of any time to remove all muschhery and fittures placed on said permises. Including the right on any increase operations thereafter doel and said permises. Including the right constraint or easing the stabilish and constraint or easing a stabilish at the stabilish at the ensure of the stabilish at the reson in the reson in

14. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

in which of in part, not reaser them name to manages, not reasers to every a straight of and agrees that the Lesser shall have the right at any time to redeem for Lessor, by 15. Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the Lesser shall have the right at any time to redeem for Lessor, by payment, any montpages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be submogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestend in the premises described herein, involar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.



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Vol LETT TAX TOO 16. In the event I event onsiders that Lessee has not complied with all is obligations theremeder, either express or implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this lease. Lessee shall then have aixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of such notice shall be precedent to the bringing of any action by Lessor on said lease for any case, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lesser. Nother the service of said notice nor the doing of any acts by Lessee nimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations itercunder. 17. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it has 18 stor. The word 'Lessor, and assigns of Lessor and Lessee, and this lease shall cover and bind all interest of the Lessor which may be acquired subsequent to the date of this lease which Lessor may hereafter acquired subsequent to the date of this lease which Lessor may hereafter acquired subsequent to the date of this lease which Lessor may hereafter acquire by way of reversion or otherwise.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.
Dale V. Lutz Jacquely D. Lutz
STATE OF <u>NEBRASKA</u> Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF DUNDY
ACKNOWLEDGMENT-INDIVIDUAL BEFORF ME, the undersigned, a Notary Public, in and for said County and State, on this <u>19</u> day of <u>Deer on ber</u> , 2005, personally appeared <u>Dale V. Lutz and Jacquelyn D. Lutz, husband and wife</u> , to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that <u>they</u> duly executed the same as <u>their</u> free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereanto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires Aug 28, 2008 Joza & Haudunce Notary Public.
A GENERAL EDIANT-Ship of Natraska JANET L. HARDWICK Address: 2195.3 Aug. 3.30.4
Parks Mc Logo 41
STATE OF) ACKNOWLEDGMENT (For use by Corporation) COUNTY OF))ss. (For use by Corporation) On this day of, to me personally known, who, being by me duly sworn did say thathe is the of and that the scal affixed to snid instrument is the corporation and that said instrument was signed and sealed in behalf of snid corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of snid corporation.
Witness my hand and seal this day of, 2
My Commission Expires
Notary Public.
After Recording Return To: Bill Barrett Corporation
1099 18 th St., Ste. 2300 Denver, CO 80202 Atin: C. Edelen

R 38 W FOUND 1/2" N 89°35'49" E 5228.58' FOUND 21/2" AC REBAR P.L.S. 23902 BASIS OF BEARINGS: THE SOUTH LINE OF THE SECTION 8 AS SHOWN HEREON 24 RD S 00°20'13" W 5272.11' ш N 00°12'51" Т 5277.71 2 S N.A.D. 83 LAT = 39.88930°N LONG = 101.61111°W P.D.O.P. = 3.11 G.P.S. OPERATOR = S. DEMANCHE 1370 SESW 750' FOUND 21/2" AC S 89°39'25" W 5217.21' FOUND FENCE P.L.S. 23902 CORNER 500 2500 500 1000 1500 0 SCALE 1"=1000" POWER SURVEYING COMPANY, INC. OF FREDERICK, COLORADO HAS IN ACCORDANCE WITH A **REQUEST FROM** DAN CASPER OF NOBLE ENERGY **BERRY 24-8** DETERMINED THE LOCATION OF 750' FSL & 1370' FWL OF SECTION TO BE 8 , RANGE 38 WEST OF THE 6th PRINCIPAL MERIDIAN. TOWNSHIP 2 SOUTH COUNTY OF CHEYENNE STATE OF KANSAS

LOCATION NOTES:

LOCATION FALLS IN: DRYLAND IMPROVEMENTS: NONE WITHIN 200' OF LOCATION

ELEVATION DETERMINED FROM NAVD 1988 DATUM. GROUND ELEVATION = 3372'

DISTANCES AND BEARINGS ARE FIELD MEASURED UNLESS NOTED OTHERWISE.

LEGEND:

 \vee

SECTION CORNER (AS NOTED) PROPOSED WELL LOCATION Surveying Company, Inc. تاريخ 1948 7800 MILLER DRIVE, UNIT C FREDERICK, CO 80504 (303) 702-1617, FAX (303) 702-1488

WORK ORDER # 501-08-838 FIELD DATE: 11-17-08 DATE OF COMPLETION: 11-18-08

