

For KCC	Use:		
Effective	Date:		_
District #			_

Spud date: \_

\_ Agent: \_

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1028877

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

Spot Description:
,, Sec Twp S. R
(a/a/a/a) feet from N / S Line of Section
feet from E / W Line of Section
Is SECTION: Regular Irregular?
(Note: Locate well on the Section Plat on reverse side)
County:
Lease Name: Well #:
Field Name:
Is this a Prorated / Spaced Field?
Target Formation(s):
Nearest Lease or unit boundary line (in footage):
Ground Surface Elevation:feet MSI
Water well within one-quarter mile:
Public water supply well within one mile:
Depth to bottom of fresh water:
Depth to bottom of usable water:
Surface Pipe by Alternate: II
Length of Surface Pipe Planned to be set:
Length of Conductor Pipe (if any):
Projected Total Depth:
Formation at Total Depth:
Water Source for Drilling Operations:
Well Farm Pond Other:
DWR Permit #:
( <b>Note:</b> Apply for Permit with DWR)
Will Cores be taken?
If Yes, proposed zone:
FIDAVIT
FIDAVIT
FIDAVIT ugging of this well will comply with K.S.A. 55 et. seq.
FIDAVIT ugging of this well will comply with K.S.A. 55 et. seq. under drilling rig;
FIDAVIT ugging of this well will comply with K.S.A. 55 et. seq.
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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

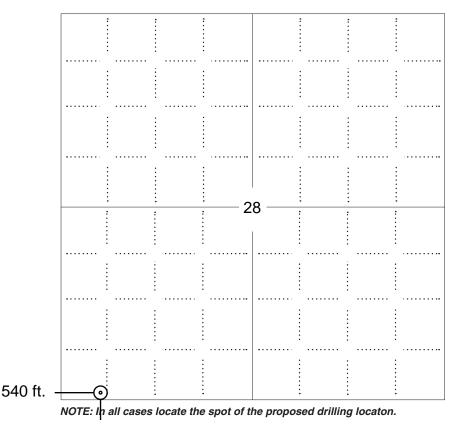
If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please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

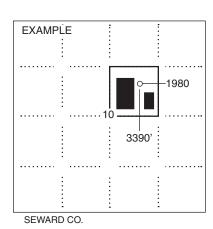
Location of Well: County:
feet from N / S Line of Section
feet from E / W Line of Section
Sec Twp S. R
Is Section: Regular or Irregular
If Section is Irregular, locate well from nearest corner boundary.
Section corner used: NE NW SE SW

### **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.)





# 100 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

028877

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):  Depth from If the pit is lined give a brief description of the material, thickness and installation procedure	Artificial Liner? Yes 1 Length (feom ground level to de	No No et)  Describe proce	
Distance to nearest water well within one-mile	of pit	Depth to shallo	west fresh waterfeet.
feet Depth of water well	feet		redwell 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		Type of material Number of work Abandonment	bover and Haul-Off Pits ONLY:  al utilized in drilling/workover:
	KCC (	OFFICE USE OF	NLY Steel Pit RFAC RFAS
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection:  Yes No

ROBINSON SERVICES

Oil Field & Construction Staking

P.O. Box 2324

Garden City, Kansas 67846 Office/Fax: (620) 276-6159

Cell: (620) 272-1499





COUNTY

**Ness County, KS** 

a050809-d

28 21w Twp.

Rein Unit #1 LEASE NAME 100' FSL - 540' FWL

LOCATION SPOT

1" =1000' SCALE: \_ May 7<sup>th</sup>, 2009 DATE STAKED: Burt W. MEASURED BY: Gabe Q. DRAWN BY:

Scott C. AUTHORIZED BY:\_

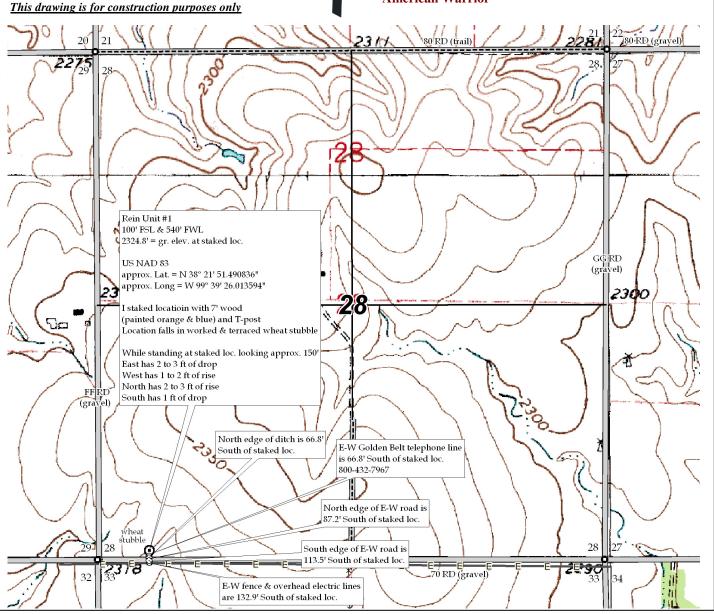
This drawing does not constitute a monumented survey or a land survey plat

**Directions:** From the North side of Bazine, Ks at the intersection of Hwy 96 & Main St. South - Now go 2.8 miles East on Hwy 96 - Now go 6.1 miles South on GG RD to the SE corner of section 28-19s-21w - Now go 0.9 mile West on 70 RD to ingress North into - Now go 100' North through wheat

stubble into staked location.

GR. ELEVATION: <u>2324.8</u>

Final ingress must be verified with land owner or **American Warrior** 



## **OIL AND GAS LEASE**

THIS AGREEMENT, Entered into this the 18th day of October		etween
Steve W. Rein and Cheryl L. Rein, husband and wife		
HRC 2 Box 29		
Bazine, KS 67530	hereinafter called Lessor (whether one or	more),
and American Warrior, Inc.		
	,hereinafter called Le	essee:
Lessor, in consideration of Ten (10) & O.V.C.  Dollars in hand paid, receive herein provided and of the agreements of the lessee herein contained, hereby grants, lead investigating, exploring by geophysical and other means, prospecting drilling, mining and gases, and their respective constituent products, injecting gas, water, other fluids, and air interaction tanks, power stations, telephone lines, and other structures and things thereon to produce, a transport said oil, liquid hydrocarbons, gases and their respective constituent products and otherwise caring for its employees, the following described land, together with any reversion the County of Ness  State of Kansas  and described lands.	ases and lets exclusively unto lessee for the purp operating for and producing oil, liquid hydrocarbo to subsurface strata, laying pipe lines, storing oil, b save, take care of, treat, manufacture, process, sto other products manufactured therefrom, and housi	pose of ons, all ouilding ore and ing and
The Southwest Quarter (SW/4)		
In Section 28 , Township 19 South , Range 21 West	, and containing 160 acres, more or less,	and all
accretions thereto.	atild containingtooaties, more or less,	and an
accientis mercay.		

Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) 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 or can be produced from said land or land with which said land is pooled. If, due to circumstances beyond Lessee's control, Lessee is unable to obtain a rotary drilling rig prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed ninety (90) days, within which to obtain such rotary drilling rig and commence operations for the drilling of a well.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2<sup>nd</sup>. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. At 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, 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 assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

Lessee shall bury lessee's pipelines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

if the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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.

Lessor herby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated 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 homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

State of Kaneas Ness County

Book: 305 Page: 473
Receipt \*: 1832
Pages Recorded: 2
Cashier Initials: MH

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated for all purposes except toyalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the royalty else production is had from this royalty inferest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

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SS or Tax#:  SS# or Tax#:  ATE OF Kansas  FOR W. Rein and Cheryl L. Rein, husband and wife  SS# or Tax#:	Jama Atulus Public	commission expires
SS or Tax#:  SYN W. Rein  SS or Tax#:		Magaita divegal
:#xBT 10 88	:# xeT 10 #22	Herylt: Rein ATE OF Kansas UNTY OF A25 Floregoing instrument was acknowledged before me this 3.151 day of
WITNESS WHEREOF, we sign the day and year first above written.	#xeT to SS	20 1.W May
	'cu'	MILINESS WHEREOF, WE SIGN the day and year litst above with
ובו מ פת ב פושוו חב לימות נת נוב ובפפתי.		neral acre shall be paid to the lessor.
mmission. In the event the lessee elects to exercise this option, a consideration of Five dollars (\$5.00) per	and (ne of ) coming out the negationing of them	
Designic covering this lease with the tessor. The lessee shall have an Intent to Drill filed with the Kansas Corporation	·	

TVIS RE

## **OIL AND GAS LEASE**

THIS AGREEMENT, En	ntered into this the 1st day of A	∖ugust		. 20 05	between
Leland W. Rein and S	herron L. Rein, husband and w	<i>y</i> ife		, 20 <u>-00</u>	between
RR1 Box 72					
Bazine, KS 67530			hereinafter cal	lled Lessor (wheth	her one or mara)
and American Warrior	, Inc.		noremator car	red Lessor (wheth	ici one or more),
				,hereinafte	er called Lessee:
investigating, exploring to gases, and their respective tanks, power stations, tell transport said oil, liquid to otherwise caring for its en	on of Ten (10) & O.V.C.  the agreements of the lessee her by geophysical and other means, e constituent products, injecting ge tephone lines, and other structure hydrocarbons, gases and their res mployees, the following described State of Kansa	rein contained, hereby gra prospecting drilling, minir gas, water, other fluids, and es and things thereon to pro- spective constituent product d land, together with any re	nts, leases and lets exclusive ng and operating for and prod l air into subsurface strata, lay oduce, save, take care of, tree ts and other products manufa	ely unto lessee fo ducing oil, liquid le ring pipe lines, sto at, manufacture, pa actured therefrom, equired interest, th	or the purpose of hydrocarbons, all oring oil, building process, store and and housing and
In Section 33	, Township 19 South	, Range 21 West	, and containing 160	acres, mor	re or less, and all
accretions thereto.					
"primary term"), and as lo from said land or land wit prior to the expiration of t	ons herein contained, this lease shong thereafter as oil, liquid hydroch which said land is pooled. If, dathe primary term, Lessor agrees thing rig and commence operations	carbons, gas or other respect lue to circumstances beyond hat Lessee shall have a reas	ctive constituent products, or a d Lessee's control, Lessee is u	inable to obtain a r	can be produced rotary drilling rig

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2<sup>nd</sup>. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. At 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, 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 assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

Lessee shall bury lessee's pipelines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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.

Lessor herby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated 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 homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lesse or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be into a units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the conveyance records of the county in which the land herein leased is cituated the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is cituated

involved. amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated

If at the end of the primary term, this lease is not otherwise extended by production, leasee or its assigns is hereby granted an

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f Five dollars (\$5.00) per mineral acre shall be paid to the less	· loceal of		
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Notary Public