For KCC Use:

| District | # |  |
|----------|---|--|
|----------|---|--|

| SGA? | Yes | No |
|------|-----|----|
|      |     |    |

## 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

1034561

# NOTICE OF INTENT TO DRILL

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

| Expected Spud Date:                             | Spot Description:   |  |  |
|---|---|--|--|
| OPERATOR: License#                              | (2020/20) Sec Twp S. R E □ W<br>feet from □ N / □ S Line of Section |  |  |
| 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#                            | Is this a Prorated / Spaced Field?                                  |  |  |
| Name:   | Target Formation(s):  |  |  |
| 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                  | Water well within one-quarter mile:                                 |  |  |
| Gas Storage Pool Ext. Air Rotary                | Public water supply well within one mile:                           |  |  |
|   | Depth to bottom of fresh water:                                     |  |  |
| Seismic ; # of Holes 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:                           |  |  |
|   | Length of Conductor Pipe (if any):                                  |  |  |
| Operator:                                       | Projected Total Depth:  |  |  |
| Well Name:                                      | Formation at Total Depth:   |  |  |
| Original Completion Date: Original Total Depth: | Water Source for Drilling Operations:                               |  |  |
| Directional, Deviated or Horizontal wellbore?   | Well Farm Pond Other:   |  |  |
| If Yes, true vertical depth:                    |   |  |  |
| Bottom Hole Location:                           | DWR Permit #:   |  |  |
| 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;

- 2. 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   | <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 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 authorization void if drilling not started within 12 months of approval date.) | Well Not Drilled - Permit Expired Date:  |
| Spud date: Agent:  | Signature of Operator or Agent:  |
|  |  |



1034561

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

Side Two

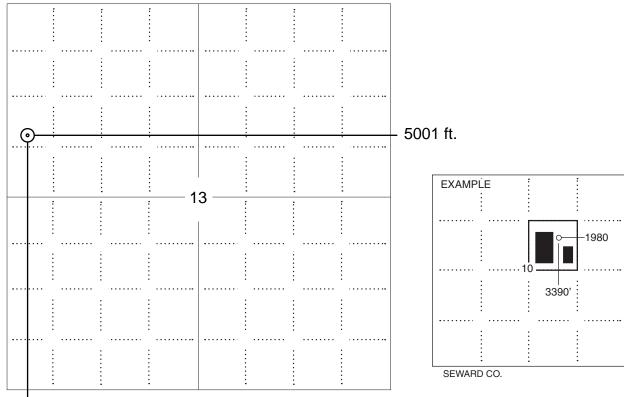
Plat of acreage attributable to a well in a prorated or spaced field

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.

## 3478 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

1034561

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:  | Pit is:                        |  |   |                      |  |
| Emergency Pit Burn Pit  | Proposed Existing              |  | SecTwpR East West   |                      |  |
| Settling Pit Drilling Pit   | If Existing, date constructed: |  | Feet from North / South Line of Section   |                      |  |
| Workover Pit Haul-Off Pit<br>(If WP Supply API No. or Year Drilled) | Pit capacity:                  |  | Feet from East / West Line of Section   |                      |  |
|   |                                | (bbls)                                 |   | County               |  |
| Is the pit located in a Sensitive Ground Water                      | Area? Yes                      | No                                     | Chloride concentration:   | mg/l                 |  |
| Is the bottom below ground level?                                   | Artificial Liner?              |  | (For Emergency Pits and Settling Pits only)<br>How is the pit lined if a plastic liner is not used? |                      |  |
|   |                                | No                                     |   |                      |  |
| Pit dimensions (all but working pits):                              | Length (fe                     | eet)                                   | Width (feet)  | N/A: Steel Pits      |  |
| Depth fr  | om ground level to d           | eepest point:                          | (feet)  | No Pit               |  |
| Distance to nearest water well within one-mile                      | e of pit                       |  | west fresh water  | feet.                |  |
| feet Depth of water well  |                                |  | Source of information:<br>measured well owner electric log KDWR                                     |                      |  |
| Emergency, Settling and Burn Pits ONLY:                             |                                | Drilling, Worke                        | over and Haul-Off Pits ONLY:  |                      |  |
| Producing Formation:  |                                | Type of materia                        | al utilized in drilling/workover:   |                      |  |
| Number of producing wells on lease:                                 |                                | Number of wor                          | orking pits to be utilized:   |                      |  |
| Barrels of fluid produced daily: Abandonment                        |                                | procedure:                             |   |                      |  |
| Does the slope from the tank battery allow all spilled fluids to    |                                | e closed within 365 days of spud date. |   |                      |  |
| Submitted Electronically  |                                |  |   |                      |  |
| KCC OFFICE USE ONLY Steel Pit RFAC RFAS                             |                                |  |   |                      |  |
| Date Received: Permit Num   | ber:                           | Permi                                  | t Date: Lease   | e Inspection: Yes No |  |

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

#### OIL AND GAS LEASE

AGREEMENT, Made and entered into this 20th day of March, 1987, by and between Esther Van Winkle, a single person, Party of the first part, hereinafter called lessor and Roger Kent, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One Dollar, cash in hand paid, receipt of consideration of one bollar, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Anderson, State of Kansas, described as follows, to-wit:

> The Southwest Quarter (SW/4) of Section Thirteen (13), Township Twenty-one (21), Range Twenty (20);

The West Half (W/2) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Twenty-one (21), Range Twenty (20):

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P.O. BOX 245

T. S.L. M

The East Half (E/2) of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Twenty-one (21), Range Twenty (20); and,

An undivided 5/12ths of the East Half (E/2) of Section Thirteen (13), Township Twenty-one (21), Range Twenty (20) and the East Half (E/2) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Twenty-one (21), Range Twenty (20), all in Anderson County, Kansas.

It is agreed that this lease shall remain in full force for a term of one year from this date, and as long thereafter 22 as oil or gas, or either of them, is produced from said land by the lessee.

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

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

To pay lessor for gas from each well where gas 2nd. only is found the equal one-eighth (1/8) of the gross only is found the equal one-eighth (1/0, of the gas sold  $\mu$  proceeds at the prevailing market rate, (but, as to gas sold  $\mu$  ) one-eighth (1/8) of the by lessee, in no event more than one-eighth (1/8) of the 175 M proceeds received by lessee from such sales), for all gas used off the premises, said payments to be made monthly and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own éB P3.

on said land doring the same time by maring his own connections with the well at his own risk and expense. and an 74 mc 19.46 3.4-2004 for assign Sue 50 McL Bg. 6 August 13, 1996 for assign See 40 McL Bg. 108A 1246-1992 pg. 109

Joranign an 45 mer pg. 1964 1-30-1995 14 Oil Gas Page 67. Januar su 63 mer Bal 9-24-2001 Correct Pg. is. 68 4/24/87 Chrs.

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Page 2. Oil and Gas Lease

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline, one-eighth (1/8) of the proceeds at the prevailing market rate, (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 used, for the time during which such gas shall be used, said payments to be made monthly.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether it is signed by any of the other parties.

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

All lines, including electric lines, shall be buried below plow depth.

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

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 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 the like effect as if such well had been completed within the term of years herein first mentioned.

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; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assigns or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of shall make due payments of said rentals.

Lessor hereby 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. Page 3. Oil and Gas Lease

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.

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

Batter Van Windle

STATE OF KANSAS ) ) COUNTY OF ANDERSON )

The foregoing instrument was acknowledged before me this 20th day of March, 1987, by Esther Van Winkle.

SS:

IAMINUS Holderman

Term Expires:

TAMMY L HOLDERMAN NOTARY PUBLIC STATE OF KANSAS MY APPT, EXPIRES

STATE OF KANSAS Ma , 2:10 14 50' 0

Deputy



14 Oil · Gas Page X