For KCC Use:

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

1036439 Form must be Typed

Form C-1 October 2007

Form must be Signed

All blanks must be Filled

# 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	S. RSecTwpS. RSS	
OPERATOR: License#					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:				County:	
Contact Person:				Lease Name: W	
Phone:				Field Name:	
CONTRACTOR: License#				Is this a Prorated / Spaced Field?	Yes No
Name:				Target Formation(s):	
Well Drilled For:         Oil       Enh F         Gas       Stora         Dispon         Seismic ;       # c         Other:       C         If OWWO: old well         Operator:       Well Name:         Original Completion Date	Well Class	s: Type	e Equipment: Mud Rotary Air Rotary Cable	Nearest Lease or unit boundary line (in footage):         Ground Surface Elevation:         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:         I         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:	feet MSL YesNo YesNo
Directional, Deviated or Ho	rizontal wellbore?		Yes No	Well Farm Pond Other:	
If Yes, true vertical depth: _					
Bottom Hole Location:				DWR Permit #:( <i>Note:</i> Apply for Permit with DWR )	
KCC DKT #:				Will Cores be taken?	Yes No
				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;
- 3. 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 required feet 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 drining not started within 12 months of approval date.)	Well Not Drilled - Permit Expired Date:
Spud date: Agent:	Signature of Operator or Agent:
Opud date //gent	<



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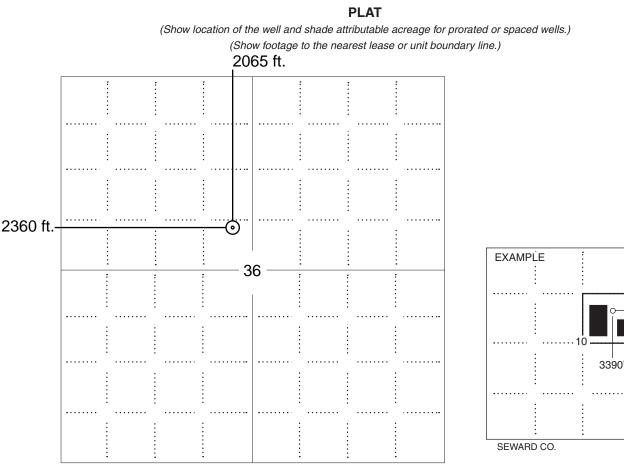
### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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 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 E W
Number of Acres attributable to well:	Is Section: Regular or Irregular
QTR/QTR/QTR of acreage:	
	If Section is Irregular, locate well from nearest corner boundary.
	Section corner used: NE NW SE SW



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

#### 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 1036439 **OIL & GAS CONSERVATION DIVISION** 

Form CDP-1 April 2004 Form must be Typed

# **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

Operator Name:			License Number:	
Operator Address:				
Contact Person:			Phone Number:	
Lease Name & Well No.:			Pit Location (QQQQ):	
Type of Pit:	Pit is:			
Emergency Pit Burn Pit	Proposed	Existing	SecTwpR	East West
Settling Pit Drilling Pit	If Existing, date c	onstructed:	Feet from	North / South Line of Section
U Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)		East / West Line of Section
Is the pit located in a Sensitive Ground Water	Area? Yes	(0013)		County
				ts and Settling Pits only)
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 (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		Source of infor	west fresh water mation: red well owner	
Emergency, Settling and Burn Pits ONLY:			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	king pits to be utilized:	
Barrels of fluid produced daily:		Abandonment	procedure:	
Does the slope from the tank battery allow all flow into the pit? Yes No	spilled fluids to	Drill pits must t	be closed within 365 days of spu	ud date.
Submitted Electronically				
	ксс	OFFICE USE OI	NLY Steel Pit	RFAC RFAS
Date Received: Permit Num	ber:	Permi	t Date: Lease	Inspection: Yes No

			(* 143 352	
	FORM 88 (PRODUCER'S SPECIAL) (PAID-UP)		Reorder No. K Kansas Blue	rint
	63U (Rev. 1993) OIL AND	D GAS LEASE	09-115 B 15 15 15 15 15 15 15 15 15 15 15 15 15	x 793 793 5 fax 9.com
	AGREEMENT, Made and entered into the $-3$ LSC dav of		Oĉtgber - 20	0.07
	n O. Nuss Farms, I		a Kansas Corporation,	
	rick J. Nu		resident	
-	whose mailing address is PO BOX 2080, Great Bend and J. Fred Hambright, Inc. 125 N.	, Kansas 6753 Market #1415,	30 interinater called Lessor (whether one or , Wichita, Kansas 67202	or more),
	Lessor, in consideration of $One and mOre$ $One and mOre$ because the lesser herein contained, hollars is here actionwided and of the agreements of the lesser herein contained, hereby is of investigating, exploring by geophysical and other means, prospecting folling, mining and operating for and produce constituent produced, injecting gas, water, other fluids, and air into subsurface strate, jaying pipe lines, storing oil, buildin and things thereon to produce, save, take care of, treat, manufacture, process, store and transports and oil liquid hydrocarb products manufactured thereform, and housing and otherwise caring for its employees, the following described land, tog	MOT e the lessees herein contained, here duing and operating for and pre laying pipe lines, storing oil, bui d transport said oil, liquid hydro es, the following described land,	, hereináftor caller ( $\frac{1}{1 \circ 00}$ ) in hand paid, receipt of grants, leases and les exclusively unic leases for the pains oil liquid hydrocarbons, all gases, and their respective constituent products an ons, gases and their respective constituent products an enter with any reversionary rights and after-acquired in the MC a G	Lessee: *which urpose pective uctures d other nterest,
	Township 13 South, Ra	ange 32 West	According as follows	2
	Section 36: NW/ Section 36: NW/		V C	
	In Section Range Township Range Range Range Range Subject to the provisions herein contained, this lease shall remain in force fi	unge and containing in force for a term of $\underline{Three(3)}$ years	5 2 U from this date (called "prim	nd all eafter
	or other respective constituent products, or premises the said lessee covenants and agr redit of lessor, free of cost, in the pipe line	prod may	oil produced	and saved
	r gas l, (bui re of per y	d, or used off the premises, or us n one-sighth $\langle  A  \rangle$ of the proceeds monthly. Where gas from a well ad if such payment or tender is	of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (%), t, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender our per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the	th (%). Mf the ender in the
	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 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 e found in paying transities, this lease shall common 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 the said lessor own as less interest is not ease in force with land to and that the entire and undivided fee simple estate therein, then the royalties herein provided the said lessor only in the proportion which lessor's interest becas to the whole and undivided fee. Lessee shall have the right to use, free of osst, gas, oil and water produced on said and for lesser's operation therein, then the wells of lessor. When requested by lessor, lesser's pipe lines 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.	ther payment or drilling operations well to completion with reasonable d as if such well had been completed v ritre and undivided fee simple estat undivided fee. In said land for lessee's operation th pth. dd premises without written consent	ons. If the lessee shall commence to drill a well within the to the diligence and dispatch, and if oil or gas, or either of them, ad within the term of yours first montioned. tate therein, then the royalics herein provided for shall be pu thereon, except water from the wells of lessor.	: term m, be e paid
	Lessee shall pay for damages caused by lessee's operations to growing crops on 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 executors, administrators, successors or assignes, but no change in the convership of the Land or assignment of rentals or royalize shall be binding on the lessee lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assignment or in part, lessee shall be relieved of with respect to the assigned portion or portions arising subsequent to the date of assignment.	s on said land. s placed on said premises, includ ming in whole or in part is exp for the land or assignment of r teof. In case lessee assigns this l signment.	ing the right to draw and remove casing. ressly allowed, the covenants hereof shall extend to their heirs, entails or royaltics shall be binding on the lessee until after the ase, in whole or in part, lessee shall be relieved of all obligations.	heirs, er the ations
	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 port or to be terminated, in whole or in part, nor lessee held liable in damages, for fujiure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rue or Reculation.	release or releases covering any as to the acreage surrendered. I and State Laws, Executive Or ith, if compliance is prevented b	portion or portions of the above described premises and t lers, Rules or Regulations, and this lease shall not be term y, or if such failure is the result of, any such Law, Order, 1	and thereby t terminated, rder, Rule or
	Lessor hereby warrants and agrees to defend the title to the lands herein de any mortgages, taxes or other liens on the above described lands, in the event of d signed lessors, for themselves and their heirs, successors and assigns, hereby sur as said right of dower and homestead may in any way affect the purposes for which	scribed, and agrees that the lesses lefault of payment by lessor, and render and release all right of d this lease is made, as recited he	e shall have the right at any time to redeem for lessor, by pu be subrogated to the rights of the holder thereof, and the ower and homestead in the premises described herein, in rein.	yment under- so far
	Lessee, at its option, is hereby fiven the right and power to pool or combine immediate vicinity thereof, when in lesses's judgment it is necessary or advisable conservation of oil, gas ar other miterals in and under and that may be produced fi or units not exceeding 40 acres each in the event of an oil well, or into a unit or un record in the conveynmer records of the county in which the land herein lessed is pooled into a trace to unit shall be treated. for all purposes except the payment of found on the pooled acreage, it shall be treated as if production is had from this lease royalties elsewhere herein specified, lessor shall receive on production from a uni placed in the unit or his royalty interest therein on an acreage busis bears to the total	at the acreage covered by this less ble to do so in order to properly co from said premises, such pooling from said premises, such pooling is situated an instrument identify is situated an instrument identify is situated an instrument identify is whether the well or wells be lo tae, whether the well or wells be loo mit so pooled only such portion c and acreage so pooled in the particul al acreage so pooled in the particul	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 different it is necessary or advisable to do so in order to properly develop and operate sari) lease premises as us to promote the d under and that may be produced from said premises, such pooling the viol point of an another and to be into a unit at of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall excerte in writing and in which the land harein leased is siturated an instrument identifying and describing the pooled acreage. The entra acreage so ill purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is s if production is had from this lease, whether the well or whells be located on the premises covered by this lease or not. In ite of the I scelve on production from a unit so pooled only such portion of the royally stipulated herein us the amount of his acreage and an acreage basis bears to the total acreage so pooled in the particular unit involved.	in the te the g and g and ign is of the reage
·	* It is understood	יָטָ + 0 - שיי גען	ach of the abo	-
	y single tract	Lever Lever L not e	ate and find trodu tablished. Produ ase on any other	ion
	Nitherst WITNESS WHEREOF, the undersigned execute this indrument as of the	e day and year first above writte		
	Frederick J. Nuss, President Melvin O. Nuss Farms, Inc.			
	Tax ID#:	-		
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