

For KCC	Use:		
Effective	Date:		
District #			
0040		<b>—</b>	

Spud date: \_

\_ Agent: \_

# Kansas Corporation Commission Oil & Gas Conservation Division

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

	TENT TO DRILL  (5) days prior to commencing well
Expected Spud Date:	Spot Description:
month day year	· · · Sec. Twp. S. R. DE W
ODERATOR III "	(a/a/a/a) feet from N / S Line of Section
OPERATOR: License#	feet from E / W Line of Section
Name: Address 1:	Is SECTION: Regular Irregular?
Address 2:	
City: State: Zip: +	(Note: Locate well on the Section Plat on reverse side)
Contact Person:	County: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	Target Formation(s):
	Nearest Lease or unit boundary line (in footage):
Well Drilled For: Well Class: Type Equipment:	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:
Disposal Wildcat Cable	Depth to bottom of fresh water:
Seismic ; # of Holes Other	Depth to bottom of usable water:
Other:	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: Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
Onga. completion Date.	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:
AFE	IDAVIT
The undersigned hereby affirms that the drilling, completion and eventual plug	
It is agreed that the following minimum requirements will be met:	igning of this trail thin comply with the state of our coq.
<ol> <li>Notify the appropriate district office <i>prior</i> to spudding of well;</li> <li>A copy of the approved notice of intent to drill <i>shall be</i> posted on each</li> </ol>	drilling rig:
3. The minimum amount of surface pipe as specified below <i>shall be set</i> b	
through all unconsolidated materials plus a minimum of 20 feet into the	
4. If the well is dry hole, an agreement between the operator and the distr	, , , , , , , , , , , , , , , , , , , ,
5. The appropriate district office will be notified before well is either plugge	
6. If an ALTERNATE II COMPLETION, production pipe shall be cemented	
must be completed within 30 days of the spud date or the well shall be	33,891-C, which applies to the KCC District 3 area, alternate II cementing
made by completed within or days of the space date of the work of an be	plagged. In an eaces, the first allocated of the first to daily containing.
submitted Electronically	
doffitted Electroffically	
For KOO Hoo ONLY	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 required feet per ALT. I II	- Notify appropriate district office 46 flours prior to workover of re-entry,  - 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: (This authorization void if drilling not started within 12 months of approval date.)	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

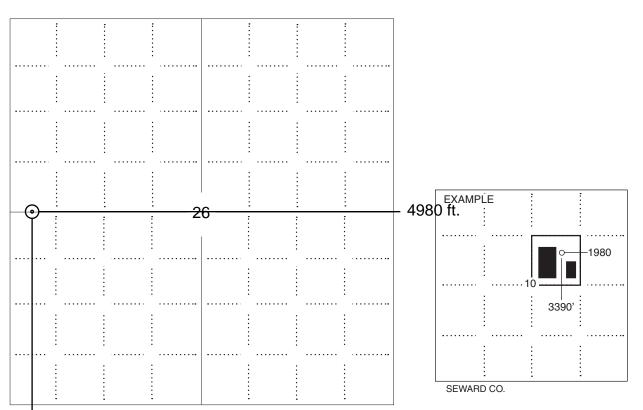
Plat of acreage attributable to a well in a prorated or spaced field

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.

ADING 15	
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:	SecTwp S. R 🗌 E 🗍 W
Number of Acres attributable to well:	Is Section: Regular or Irregular
QTR/QTR/QTR/QTR of acreage:	io cooloni.
	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.

### 2640 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

1036881

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?  Yes No  Length (feet)  om ground level to deepest point:  liner Describe proce		SecTwpR East West West Feet from North / South Line of Section Feet from East / West Line of Section Coun Coun Chloride concentration: mg/ (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			
Distance to nearest water well within one-mile	of pit	Depth to shallo	owest fresh waterfeet.			
		Source of infor				
feet Depth of water wellfeet			uredwell owner electric logKDWR			
Emergency, Settling and Burn Pits ONLY:		•	cover and Haul-Off Pits ONLY:			
Producing Formation:			al utilized in drilling/workover:			
Number of producing wells on lease:		Number of working pits to be utilized:				
Barrels of fluid produced daily:  Does the slope from the tank battery allow all flow into the pit?  Yes  No		Abandonment procedure:  Drill pits must be closed within 365 days of spud date.				
Submitted Electronically						
KCC OFFICE USE ONLY Steel Pit RFAC RFAS						
Date Received: Permit Num	ber:	Permi	nit Date: Lease Inspection:			

Chautauqua County ) ss \$20.00 This instrument was filed for record this 28 day of April.
2010 at 11:00 clock AM and duly recorded in book 148 of records on page 475

#### OIL AND GAS LEASE

AGREEMENT made and entered into effective the  $30^{\frac{11}{10}}$  day of November, 2009, by and between:

JORDAN BUCK and LELIA E. BUCK, husband and wife, hereinafter referred to as Party of the First Part and/or Lessor (whether one or more), and

P.J. BUCK, hereinafter referred to as Party of the Second Party and/or Lessee (whether one or more).

WITNESSETH: That the said Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor, and of the covenants and agreements hereinafter contained on the part of the Lessee to be paid, kept and performed, Lessor has granted, demised, leased and let and by these presents does grant, demised, lease and let unto said Lessee, for the sole and only purpose of mining, exploring, developing and operating for oil and gas, hydrocarbons, all gases and their respective constituent produces, injecting gas, water, other fluids and air into subsurface strata, and laying pipelines and building tanks, roadways, power stations, storing oil and other necessary structures and things thereon, to produce, save, treat, process, store, transport, market and take care of said products, the following described real estate together with any reversionary rights and after-acquired interests therein, situated in CHAUTAUQUA COUNTY, KANSAS, and described as follows, to-wit:

THE NORTHWEST QUARTER (NW/4) AND THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SW/4) OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 10, EAST OF THE  $6^{\text{TE}}$  P.M.

and containing 240 acres, more or less.

It is agreed that this lease shall remain in full force for a **Primary Term** of one (1)) **year** from the above date, and as long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.

A. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect Lessee's wells, the equal THREE SIXTEENTHS (3/16ths) part of all oil produced and saved from the leased premises.

the equal THREE SIXTEENING (3/Iden) produced and saved from the leased premises.

B. To pay to Lessor for gas from each well where gas only is found the equal THREE SIXTEENTHS (3/Idens) of the gross proceeds at the prevailing market rate, subject to Lessor's proportionate share of the costs of transportation and treatment thereof.

and treatment thereof.

C. If production of oil and/or gas in paying quantities is not obtained by Lessed on or before the expiration of the Primary Term shown above, this lease shall terminate as to all parties.

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- D. 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 leased premises and thereby surrender this lease as to such portion or portions and be relieved of all exploration and development obligations as to the acreage surrendered.
- E. If the Lessor owns a less interest in the leased premises than the entire and undivided fee simple estate premises than the entire and undivided ree simple estate therein, then the royalties and any rentals herein provided shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
- Lessor's interest bears to the whole the right to use, free of cost, F. Lessee shall have the right to use, free of cost, gas, oil and water produced on said leased premises for Lessee's operation thereon, except water from wells of Lessor. Lessor shall have the right to use, free of cost, gas produced from said leased premises, for a principal dwelling only, as long as the use thereof does not materially and negatively affect the operations of the Lessee; however, Lessor shall be required to pay for all connection expenses and Lessor shall be responsible for maintenance thereof and assumes all liability in connection Lessee shall have the right to use, free of cost, maintenance thereof and assumes all liability in connection with the use thereof.
- When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.
- Lessee's piperines below plow depth. H. No well shall be drilled nearer than 200 feet to the dwelling or barn, if any, located on the leased premises without the written consent of Lessor.
- premises without the written consent of Lessor.

  I. Lessee shall pay for damages caused by its operations to growing crops on the leased premises.

  J. Lessee shall have the right at any time to remove all leasehold equipment placed on the leased premises, including the right to draw and remove casing.

  K. If the Lessee has commenced drilling to the commenced drilling to the commenced drilling.
- K. If the Lessee has commenced drilling, re-establishment of production or other like exploration and development activities on a well or wells located on the leased premises, the Lessee shall have the right to continue such activities until completion thereof, leased premises, the Lessee snail have the right to continue such activities until completion thereof, exercising due reasonable diligence and dispatch. If oil and 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 like effect as if such well had been completed within the Primary Term first mentioned above.

  L. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants herein contained shall extend to their respective heirs, executors, administrators, trustees, successors or assigns, but no change in the fee title 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, recorded 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 leased premises assigned as to a part or as to parts of the leased premises and the assignee 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, her or them on an acreace basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said leased premises upon which the said Lessee or any assignee thereof shall make due namments of said rentals
- thereof shall make due payments of said rentals.

  M. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety,

and the royalties and/or rentals shall be paid to each and the royalties and/or rentals shall be paid to each separate owner in the proportion that the acreage owned by said owner bears to the entire leased premises. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the leased premises covered by this lease may hereafter be divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks for the oil and/or gas produced from such separate tracts.

N. Where there is a gas well or wells on the lands

N. Where there is a gas well or wells on the lands covered by this lease or acreage unitized there is including the covered to the covered by the second transfer the covered to the cover overed by this lease or acreage unitized therewith, including wells capable of producing gas condensate or distillate, whether it be before or after the primary term hereof, and such well or wells are shut-in and there is no other production. hereof, and such well or wells are shut-in and there is no other production, drilling operations or other operations being conducted capable of keeping this lease in force under any of its provisions, Lessee or any assignee thereof shall pay as a non-recourse advance on royalty to Lessor the sum of \$250.00 per year, such payment to begin accruing and be made to Lessor beginning on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such shut-in royalty triggering well or wells are shut-in, and thereafter on each anniversary date of this lease during the period such wells are shut-in, and upon payment it shall be considered that this lease is maintained in full force and effect. force and effect.

Lessee shall notify Lessor in advance before any O. Lessee shall notify Lessor in advance before any new well or tank battery location is established; Lessee shall pay to Lessor, in advance, the sum of \$500.00 as "location damages" for each such new well and/or tank battery established; all locations for new wells and/or tank batteries shall, upon cessation of use thereof, be restored by the Lessee to as near original condition as can reasonably be expected.

reasonably be expected.

P. Lessor hereby warrants and agrees to defend the title to the leased premises herein described and agrees that the Lessee shall have the right any time to redeem for that the Lessee shall have the right any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the above leased premises in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof and may reimburse itself from any rental or royalties accruing hereunder.

IN WITNESS WHEREOF, witness our signature as of the date first above shown.

JORDAN BUCK

LELÍA E. BUCK

# ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF CHAUTAUQUA, ss:

The foregoing instrument was acknowledged before me this  $30^{4n}$  day November, 2009, by Jordan Buck and Lelia E. Buck, husband and wife, Lessors shown above.

Witness my hand and official seal.

Notary Public

My app't. expires: 3/5/2013

REDATALBOTT
Notary Public - State of Kansas
My Appt. Expires 3/5/20/3