





1046719

**For KCC Use ONLY**

API # 15 - \_\_\_\_\_

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

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: \_\_\_\_\_

Lease: \_\_\_\_\_

Well Number: \_\_\_\_\_

Field: \_\_\_\_\_

Number of Acres attributable to well: \_\_\_\_\_

QTR/QTR/QTR/QTR of acreage: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Location of Well: County: \_\_\_\_\_

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W

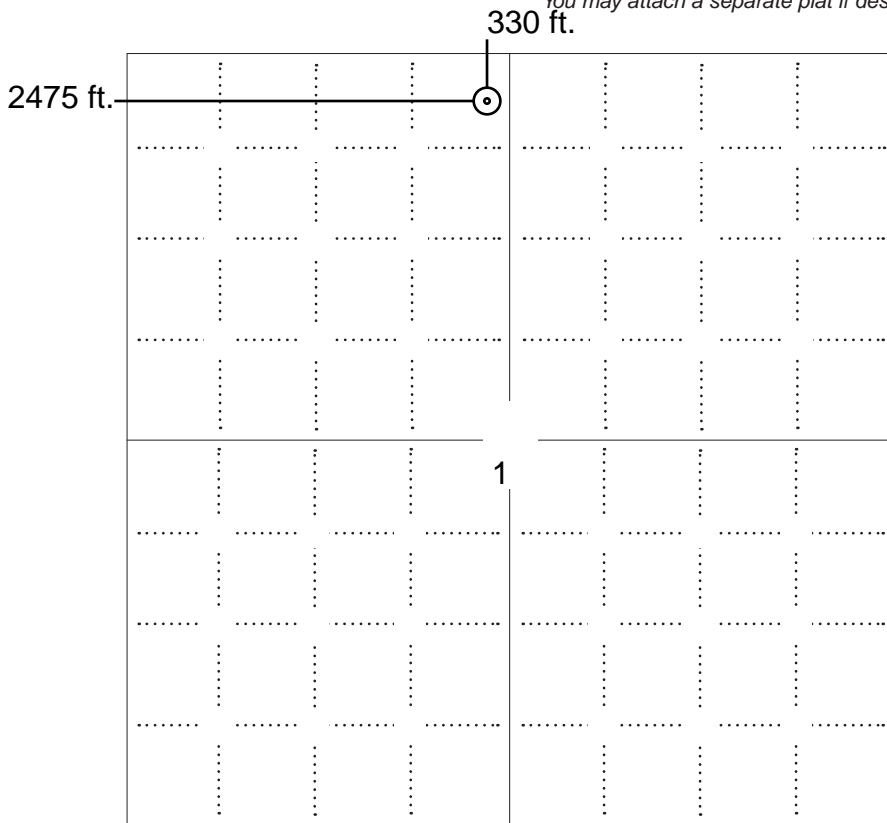
Is Section:  Regular or  Irregular

**If Section is Irregular, locate well from nearest corner boundary.**

Section corner used:  NE  NW  SE  SW

**PLAT**

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



**LEGEND**

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



**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).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



KANSAS CORPORATION COMMISSION 1046719  
OIL & GAS CONSERVATION DIVISION

Form CDP-1  
May 2010  
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: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?			
Pit dimensions (all but working pits):    _____ Length (feet)    _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet    Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR	
<b>Emergency, Settling and Burn Pits ONLY:</b> Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ Drill pits must be closed within 365 days of spud date.	
<p><b>Submitted Electronically</b></p>			

<b>KCC OFFICE USE ONLY</b>			
<input type="checkbox"/> Liner <input type="checkbox"/> Steel Pit <input type="checkbox"/> RFAC <input type="checkbox"/> RFAS			
Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No			



# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # \_\_\_\_\_  
Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Email Address: \_\_\_\_\_

Well Location:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West  
County: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

### Surface Owner Information:

Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

### Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I Submitted Electronically

I

# ADVANTAGE ELEVATIONS

OIL FIELD SURVEYORS

BOX 8604 - PRATT, KS 67124  
(620) 672-6491

112104  
INVOICE NO.

LOTUS OPERATING COMPANY LLC  
OPERATOR

7 C R Wetz  
NO. FARM

Barber 1 35s 12w  
COUNTY S T R

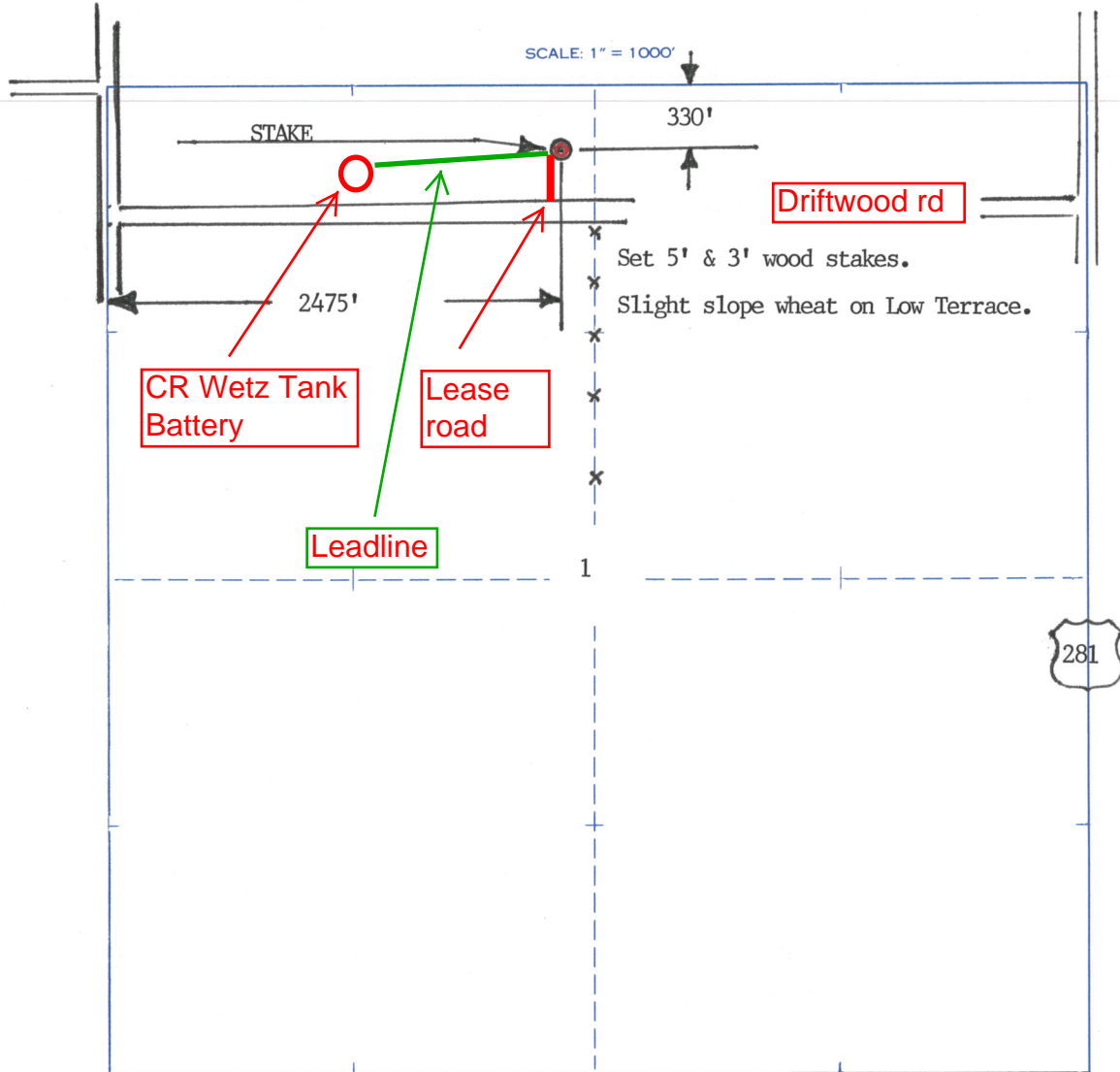
330' FNL & 2475' FWL  
LOCATION

ELEVATION: 1416' gr



LOTUS OPERATING COMPANY LLC  
100 S Main, Ste 420  
Wichita KS 67202

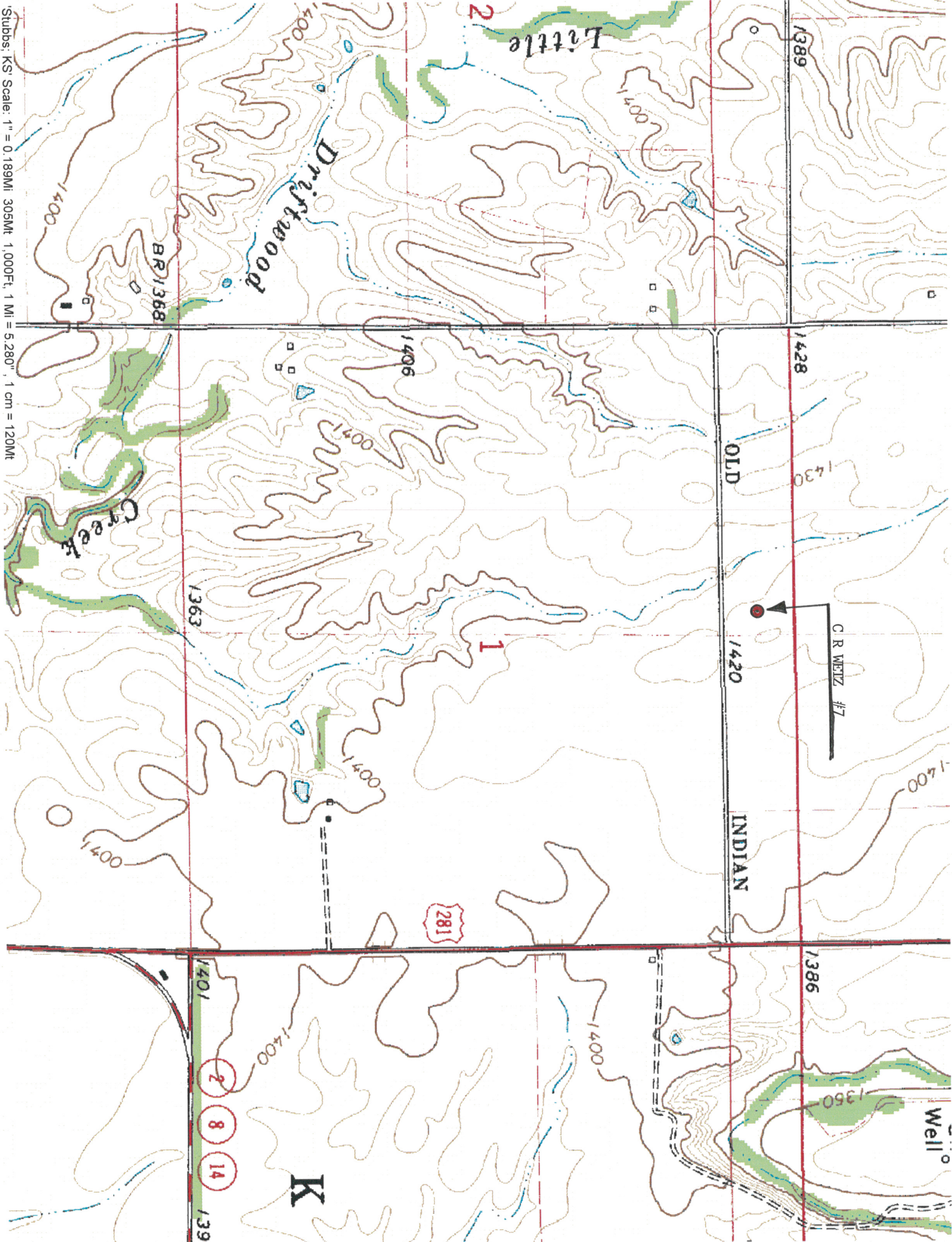
AUTHORIZED BY: Tim Hellman



Staked 11/02/10



Stubbbs, KS; Scale: 1" = 0.189MI 305Mt 1,000Ft, 1 MI = 5,280', 1 cm = 120Mt



Little

Driftwood

1400

BR 1368

1389

1428

1430

OLD

C R WEITZ #7

1420

INDIAN

281

1400

1386

1350

Well

1400

1400

1401

2

8

14

139

K



# Lotus Operating Company LLC

100 S. MAIN, SUITE 420  
WICHITA, KANSAS 67202  
(316) 262-1077  
FAX (316) 219-1217  
thellman@lotusoperating.com

November 8, 2010

Mr. Steve Walz  
17353 SE Hwy 281  
Kiowa, Kansas 67070

Re: #7 CR Wetz well  
Barber County, KS

Dear Mr. Walz,

Lotus Operating Company LLC currently holds the Oil and Gas Lease covering the property located in the S2 of Section 36, Township 34 South, Range 12 West, and the N2 N2 N2 of Section 1, Township 35 South, Range 12 West, Barber County, Kansas.

This letter is to inform you we are preparing to drill the #7 CR Wetz well around November 26th, pending approval from the Kansas Corporation Commission and drilling rig schedules. The #7 proposed drill site is located approximately 330' from the North Line and 2475' from the West Line of section 1-35S-12W, Barber County, Kansas. Enclosed is a plat showing our drilling location on the CR Wetz lease.

If you have any questions or concerns, please feel free to call our office.

Regards,

Timothy D. Hellman

TH/bh  
Enclosure

cc: Kansas Corporation Commission

# B+ OIL AND GAS LEASE

Reorder No. 09-130

**KANSAS BLUE PRINT CO. INC.**  
316-264-9344 • P.O. Box 793 • Wichita, KS 67201-0793

AGREEMENT, Made and entered into this 30 day of November, 19 94,  
by and between Pearl L. Burchett, a widow, Gary D. Burchett, William F. Burchett  
and James F. Burchett

Paul Caragianis Party of the first part, hereinafter called lessor (whether one or more) and  
Part V of the second part, hereinafter called lessee.

WITNESSETH. That the said lessor, for and in consideration of \_\_\_\_\_ DOLLARS,  
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 together with any reversionary rights therein, situated in the County of Barber  
State of Kansas described as follows, to wit:  
S/2 SW/4 and SW/4 SE/4 of Sec. 36-T34S-R12W and the W/2 of Lot 1 and  
all of Lot 2 of Sec. 1-T35S-R12W

of Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ and containing \_\_\_\_\_ acres more or less.

It is agreed that this lease shall remain in full force for a term of two (2) years from this date, and as long  
thereafter as oil or gas, or either of them, is produced from said land by the lessee, or the premises are being developed or  
operated.

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

1st. 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.

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of  
gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the  
lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of  
the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or  
used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as royalty, an  
amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered  
this lease shall be held as a producing lease under the above term paragraph hereof; the lessor to have gas free of charge from  
any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own  
connections with the well, the use of such gas to be at the lessor's sole risk and expense.

~~If operations for the drilling of a well be not commenced on said land on or before \_\_\_\_\_, 19\_\_\_\_, this  
lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's  
credit in the \_\_\_\_\_ Bank at \_\_\_\_\_  
or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of \_\_\_\_\_~~

\_\_\_\_\_ DOLLARS,  
which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date.  
In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the  
same number of months successively. All such payments or tenders of rental may be made by check or draft of lessee or any  
assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said depository bank.  
And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted  
to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any  
and all other rights conferred. 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, and thereafter the rentals payable hereunder shall be reduced in  
the proportion that the acreage covered hereon is reduced by said release or releases.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not  
commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease  
shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of  
rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the  
payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect  
thereof, shall continue in force just as though there had been no interruption in the rental payments.

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. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to  
cover the interest so acquired.

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.

When requested by lessor, lessee shall bury his pipe lines 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 pay for damages caused by its 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 lessee shall commence operations 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 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 or them on an acreage basis, such default shall not operate to defeat  
or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make  
due payments of said rentals. 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 shall be paid to each separate owner in the proportion  
that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells  
on separate tracts into which the land covered by this lease is now or may hereafter be divided by sale, devise, or otherwise, or to  
furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

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.

See attached Addendum.

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

Witness to the mark:

Please record and return to:

Stuart M. Kowalski  
Martin, Pringle, Oliver,  
Wallace & Swartz  
220 W. Douglas, 300 Page Court  
Wichita, Kansas 67202-3194

Pearl L. Burchett (SEAL)  
Gary D. Burchett (SEAL)  
William F. Burchett (SEAL)  
James F. Burchett (SEAL)

000N 273-525  
000N 275-70, 71 & 72  
000N 278-1  
000N 301-179 & 180  
000N 300-619  
000N, 615 & 616-524  
000N 316-235  
000N 323-315, 319



STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

STATE OF Washington COUNTY OF SINKANE ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November  
by Pearl L. Burchett, Gary D. Burchett and William F. Burchett

My commission expires 7/2/96  
Donald L. Rodman Notary Public



No. \_\_\_\_\_  
**OIL AND GAS LEASE**  
FROM  
Pearl L. Burchett, Gary D. Burchett,  
William F. Burchett and James F. Burchett  
TO  
Paul C. Caragianis

Date \_\_\_\_\_, 19\_\_\_\_  
Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_  
No. of Acres \_\_\_\_\_ Term \_\_\_\_\_  
Barber \_\_\_\_\_ County \_\_\_\_\_ Kansas \_\_\_\_\_

STATE OF KANSAS  
County BARBER

This instrument was filed for record on the 7  
day of December, 1994  
at 11:01 o'clock A.M., and duly recorded  
in Book 267 Page 255 of  
the records of this office.

By Betty Jo Swanson  
\$ 100 Register of Deeds.  
When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_  
corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_  
Notary Public

ADDENDUM TO OIL AND GAS LEASE  
dated November 30, 1974 by and between  
Pearl Burchett, et al and Paul Caragianis

This Oil and Gas Lease shall become effective only upon the release or other termination of the oil and gas lease recorded at Book 131, Page 427 now in effect and covering the herein described land.

Lessee shall have the right to install and operate a salt water disposal well upon the land herein described for the disposal of salt water from the West Half and the East Half of the West Half of Section 36-35S-12W and the West Half of Lot 1 and all of Lot 2, Section 1-35S-12W, Barber County, Kansas.

Gary D. Burchett, William F. Burchett and James F. Burchett all warrant and represent that they have never been residents of the state of Kansas.



*Mark Parkinson, Governor  
Thomas E. Wright, Chairman  
Joseph F. Harkins, Commissioner  
Ward Loyd, Commissioner*

November 08, 2010

Tim Hellman  
Lotus Operating Company, L.L.C.  
100 S MAIN STE 420  
WICHITA, KS 67202-3737

Re: Drilling Pit Application  
CR Wetz 7  
NW/4 Sec.01-35S-12W  
Barber County, Kansas

Dear Tim Hellman:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again within 96 hours after drilling operations have ceased.

**If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.**

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 225-8888 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

**A copy of this letter should be posted in the doghouse along with the approved Intent to Drill.** If you have any questions or concerns please feel free to contact the District Office at (620) 225-8888.