





1053924

**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

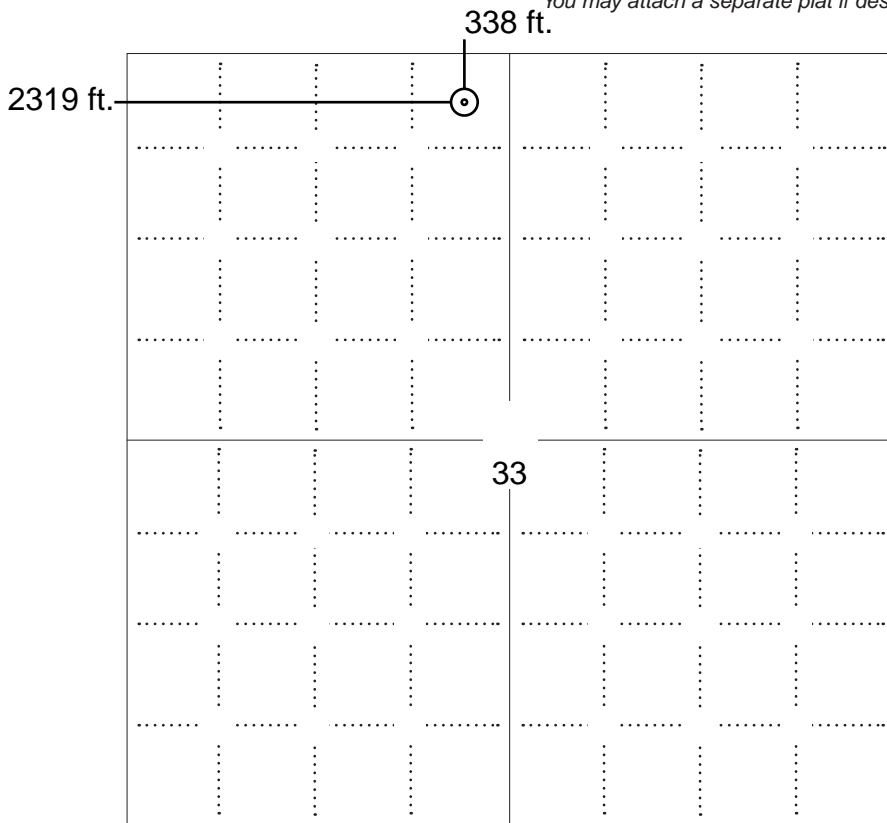
Is Section:  Regular or  Irregular

**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.



### 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>Submitted Electronically</p>			

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



### 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

Oil and Gas Lease

OGL 07 pg 320

Form L. B. 43 Revised

STATE OF KANSAS, COUNTY OF HASKELL. M.
John J. Fleet, et al.
This instrument was filed for record on the 13th day of March 1945 at 1 o'clock P.M.
Lacolin Bethel
Register of Deeds.

THIS AGREEMENT, entered into this 14th day of December 1944 between JOHN J. FLEET AND JUANICE FLEET, HIS WIFE, AND HAZEL T. FLEET EXECUTRIX OF THE ESTATE OF D. P. FLEET, DECEASED.

W. B. OSBORN
Ten and No/100
Dollars (10.00)
Haskell County, Kansas

All of SS Township 28 South Range 33 West and containing 540 Acres, more or less.
December 14, 1944

1. That lease, fee and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, and of the covenants and agreements hereafter contained to be performed by the lessee...
2. If operations for the drilling of a well for oil or gas on said land or on a consolidated leasehold estate of which this land is a part thereof, as contemplated in paragraph 1, are not commenced on or before December 14, 1945 this lease shall terminate as to both parties unless the lessee shall so or before that date...

Oklahoma State
ADA, Oklahoma
THREE HUNDRED TWENTY and No/100

1. The lessee shall pay to the lessor...
2. The lessee shall deliver to the credit of the lessor its royalty, free of cost, in the same rate to which lessee may convert its wells the equal one-eighth part of all oil produced and saved from the leased premises...

3. The lessee shall maintain pay to the lessor...
4. The lessee shall maintain pay to the lessor...
5. The lessee shall have the right to use of the well...

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate...
7. If the lessee shall discover a new reservoir in the above described land...

8. The lessee shall have the right to use of the well...
9. As to the new leasehold estate hereby granted...
10. If the lessee shall discover a new reservoir in the above described land...

11. If the lessee shall discover a new reservoir in the above described land...
12. Except as herein provided, the lessee shall not be bound to drill a well...

IN WITNESS WHEREOF, we sign the day and year first above written.
John J. Fleet
Juanice Fleet
Hazel T. Fleet
Executrix of the estate of D. P. Fleet, deceased.

STATE OF OKLAHOMA
COUNTY OF PONTOZOC
18th day of December 1944
Hazel T. Fleet
as executrix of the estate of D. P. Fleet, deceased

STATE OF TEXAS
COUNTY OF BEXAR
19th day of December 1944
John J. Fleet
Juanice Fleet, his wife

STATE OF KANSAS
COUNTY OF HASKELL
13th day of March 1945
Winifred A. Roberts
Notary Public, Bexar County, Texas

STATE OF KANSAS
COUNTY OF HASKELL
13th day of March 1945
Winifred A. Roberts
Notary Public, Bexar County, Texas

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
Winifred A. Roberts
Notary Public



STATE OF KANSAS
HASKELL COUNTY
do hereby certify this to be a true copy of the original thereof as the same appears of record in my office.
COPIED FROM PERMANENT RECORDS
OGK 07 Page 320
Winifred A. Roberts
Register of Deeds



W.E. Proedy  
To  
Utilities Service Oil Co.

Lucile Bothel  
Reg. of Deeds

OGL 06 pg 249

THIS AGREEMENT, Entered into this 13th day of May, 1945, between W.E. Proedy and Wilma Proedy, his wife, Frank McCoy and Etta McCoy, his wife, hereinafter called lessors, and Utilities Service Oil Company, hereinafter called lessee, do hereby...

1. That lease is made in consideration of the sum of \$100.00 Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee...

2. This lease shall remain in force for a term of twenty years and at least thereafter as oil, gas, coal, lignite, peat, asphaltum, shale or any of the products covered by this lease...

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lease may connect...

4. The lessee shall pay to lessor for gas produced by the lease, then as royalty 1/3 of the proceeds of the sale thereof at the mouth of the well...

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 15 day of May, 1946 this lease shall terminate...

6. If at any time prior to the drilling of a well shall be commenced by the well owner rental should be paid to lessor...

7. In case said lease owner's less interest in the above described land than the well and undrilled fee simple estate (except then the well and undrilled fee simple estate) shall be paid to the lessee...

8. The lessee shall have the right to use any of the oil, gas, coal, lignite, peat, asphaltum, shale or any of the products covered by this lease for its own use...

9. If the estate of either party hereto be assigned and the lessee shall be bound by the covenants and conditions hereof...

10. If the lessee shall be bound by the covenants and conditions hereof in the event of any assignment of the lease...

11. Lessee hereby warrants and agrees to defend the title to the land herein described and upon that title...

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lease shall terminate...

13. If within the primary term of this lease, production of the leased premises shall cease from any cause...

14. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing...

15. All provisions hereof, express or implied, shall be subject to any federal and state laws and the order, rules, or regulations...

16. The obligation of this lease or any portion thereof with any other lease or leases or covenants thereof shall be accomplished by the execution and filing...

17. This lease and all its terms, conditions, and stipulations shall extend to and binding on all successors of said lessor and lessee.

IN WITNESS WHEREOF, we sign the day and year first above written. W.E. Proedy, Wilma Proedy, Frank McCoy, Etta McCoy

STATE OF Kansas, COUNTY OF Haskell. ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma and Kansas)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 13th day of May, 1945, personally appeared W.E. Proedy and Wilma Proedy, Frank McCoy and Etta McCoy, his wife.

STATE OF Kansas, COUNTY OF Haskell. ACKNOWLEDGMENT FOR CORPORATION

As it is remembered that on this 13th day of May, 1945, before me, the undersigned, a Notary Public, duly commissioned in and for the county and state aforesaid...

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

STATE OF KANSAS SS: HASKELL COUNTY I do hereby certify this to be a true copy of the original thereof as the same appears of record in my office. COPIED FROM PERMANENT RECORDS Page 249

OGL 07 pg 606

THIS AGREEMENT, Entered into this 13th day of May, 1948, between Mimie B. Miller, a widow

and Citico Service Oil Company, hereinafter called lessor, and hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of \$100.00 Dollars in hand paid and of the covenants and agreements hereinafter mentioned to be performed by the lessee, has granted, leased, and let to and for the use and benefit of the lessee hereinafter provided, and with the right to...

2. This lease shall remain in force for a term of TWENTY years and as long thereafter as oil, gas, coalbed methane or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor at royalty, free of cost, on the lease, or into the pipe line to which lease may connect its well, the rough one-eighth part of all oil produced and saved from the lease produced...

4. The lessee shall pay to lessor five percent (5%) of the proceeds of the sale of gas or other products at the mouth of the well. The lessee shall pay lessor at royalty 1/8 of the proceeds from the sale of gas or other products...

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 1st day of May, 1948, this lease shall terminate as to both parties, unless the lessee shall pay or tender to the lessor or to the lessor's credit in the amount of \$100.00...

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease the lessee shall drill a dry hole or holes on this land, this lease shall not terminate in whole or in part, unless the lessee shall pay or tender to the lessor or to the lessor's credit in the amount of \$100.00...

7. The lessee shall have the right to take, free of cost, gas, oil and water from said land for its operations thereon, except water from the well at the lessee. When required by the lessee, the lessor shall pay for the cost of the water...

8. If the estate of either party herein is assigned (and the privilege of assignment is hereby expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns of both parties...

9. If the lessee produces any gas or shall hereafter be proved in gas or in separate tracts, the proceeds hereof shall be developed and operated as one lease, and all operations, including the drilling of a well, shall be conducted as one lease...

10. If the lessee produces any gas or shall hereafter be proved in gas or in separate tracts, the proceeds hereof shall be developed and operated as one lease, and all operations, including the drilling of a well, shall be conducted as one lease...

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, assessments or other laws existing, levied, or assessed on or against the above described lands...

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessor shall commence operations for drilling at any time while the lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom...

13. If within the primary term of this lease, production of the leased premises shall cease from any cause, this lease shall not terminate provided operations for drilling of a well shall be commenced before or on the next regular rental date or, provided lease begins or resumes the payment of rentals in the manner and amount hereinafter provided...

14. Lessor may, at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessee, or by placing same of record in the proper public office in the State of Kansas, and thereupon the lessee shall be deemed to have accepted such release, but so long as operations are prosecuted on the leased premises...

15. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and shall be subject to any rule or regulation, order or regulation, which, in the event of any conflict, shall prevail over the provisions hereof...

16. The obligation of this lease as any portion thereof with any other lease or leases of lessor or parties thereof shall be accomplished by the execution and filing by lessor in the recording office of said county of an instrument designating the purpose to utilize and describe the lease and land unitized, which instrument shall have the same effect as if the lease were a unitized lease...

17. The lessor and all its heirs, devisees, and assigns shall extend to and be binding on all successors of said lessor and lessee.

18. IN WITNESS WHEREOF, we sign the day and year first above written. Mimie B. Miller (SEAL)

STATE OF Kansas, County of Haskell, I, the undersigned, a Notary Public, within and for said County and State, on this 13th day of May, 1948, do hereby certify that Mimie B. Miller, a widow, personally appeared before me, duly identified herself to be the individual person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. L.V. Murphy, Notary Public

STATE OF Kansas, County of Haskell, I, the undersigned, a Notary Public, do hereby certify that Mimie B. Miller, a widow, personally appeared before me, duly identified herself to be the individual person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written. Notary Public

STATE OF KANSAS 88: HASKELL COUNTY as the same appears of Record in my office. COPIED FROM PERMANENT RECORDS Book 4000 Page 41211 WITNESS my hand and seal this day 4/13/48 Register of Deeds



Oil and Gas Lease

CGL 04 pg 88

Form L. B. M. 1944

STATE OF KANSAS, COUNTY OF HASKELL, KS.
This instrument was filed for record on the 11th day of July 1946 at 2:00 o'clock P.M.
Lucile Bethel
Hester at Death.

THIS AGREEMENT, Entered into this 25th day of May 1946, between Buromex Oil Company, Inc., Houston, Texas

hereinafter called lease and hereinafter called lessor, does witness and W. B. Osborn

1. This lease, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee...

Haskell County, Kansas to-wit: All of Section 33 in Section 35 Township 29 South Range 33 West and containing 640 acres more or less.

2. This lease shall remain in force for a term ending May 25, 1956 and as long thereafter as oil, gas, coal, natural gas, geothermal steam, or any of them is produced in paying quantities... 3. The lessee shall deliver to the credit of the lessor or its agent, in the same place as the oil or gas is produced...

4. If operations for the drilling of a well for oil or gas or coal shall be commenced on this land in a well or wells, as contemplated in paragraph 3, at any time prior to or after the date of the expiration of this lease...

The Second National Bank of E Houston, Texas

Three Hundred and Twenty and No/100 Dollars (\$320.00) which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for a period of one year...

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate...

6. In case said lease shall be terminated, the lessor shall have the right to remove all structures, buildings, machinery, equipment, and other improvements placed on this premises...

7. The lessee shall have the right to use the oil, gas, oil and water from said land for its own purposes and for the purposes of its employees and independent contractors...

8. As to the gas produced in any well or wells on this land, the lessee is granted the right and privilege to commingle said gas with other gas produced in any well or wells on this land...

9. Lessee hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its expense, may sue and discharge any taxes, mortgages, or other liens...

10. Notwithstanding anything to the contrary, if it is expressly agreed that if there shall commence drilling operations at any time while this lease is in force, this lease shall remain in force...

11. If the lessee, at any time, shall be deemed to be in default of any of the covenants or conditions herein contained, this lease shall terminate...

IN WITNESS WHEREOF, we sign the day and year first above written. Buromex Oil Company, Inc. L. Dearborn, Vice-President

STATE OF KANSAS, COUNTY OF HASKELL, KS. ACKNOWLEDGMENT FOR INDIVIDUAL (Husband and Wife)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 19th day of July 1946, personally appeared and acknowledged to me that he executed the same as

My Commission Expires: STATE OF TEXAS, COUNTY OF HARRIS, KS. ACKNOWLEDGMENT FOR INDIVIDUAL (Other than Husband and Wife)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 19th day of July 1946, personally appeared and acknowledged to me that he executed the same as

My Commission Expires: STATE OF TEXAS, COUNTY OF HARRIS, KS. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 25th day of May 1946, before me, the undersigned, a Notary Public, duly commissioned, to and for the County and State aforesaid, came Buromex Oil Company, Inc., a corporation of the State of Delaware

My Commission Expires: 6-1-47

Notary Public: Ross H. Gwyn

Note: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, see regular Kansas printed card.

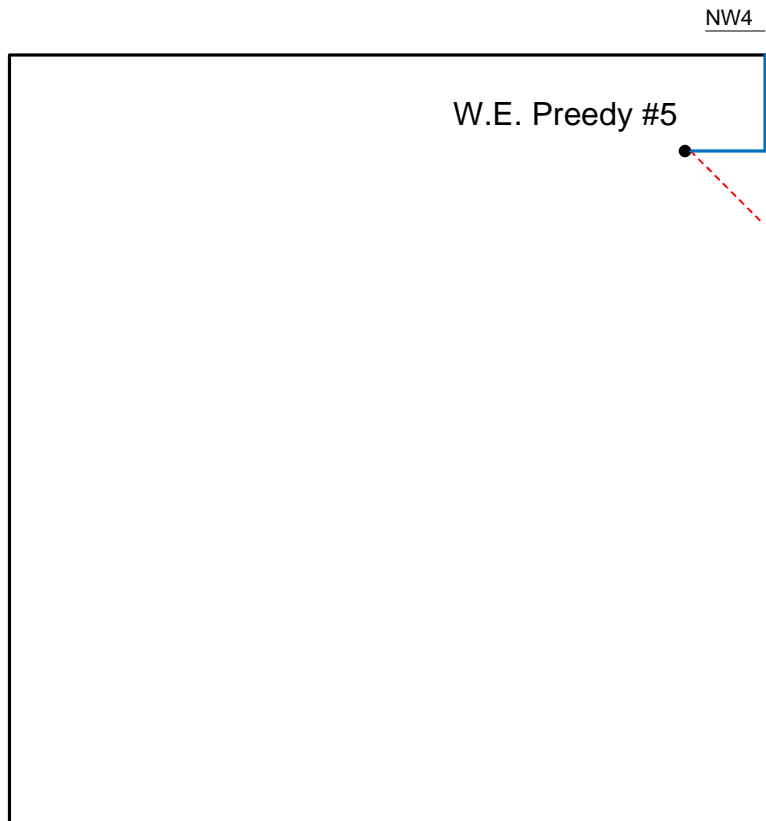
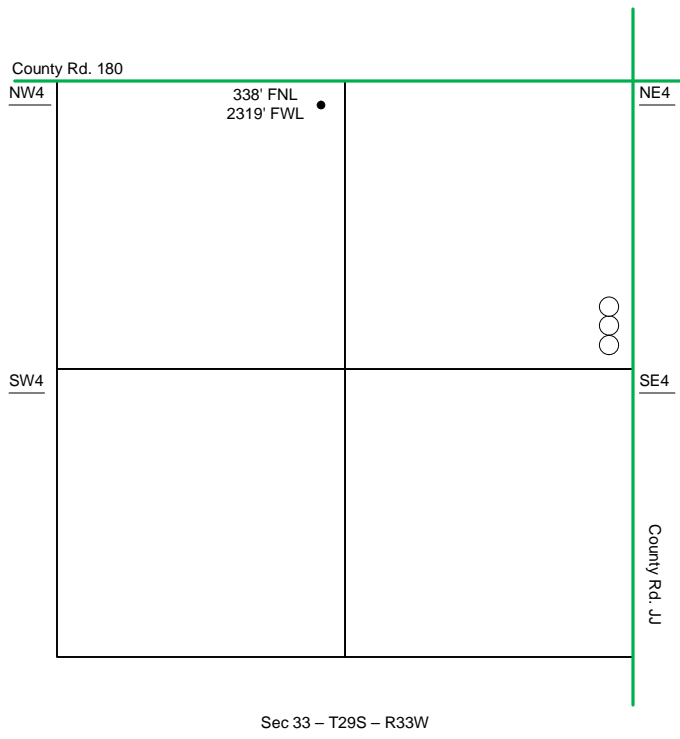
STATE OF KANSAS SS: I do hereby certify this to be a true copy of the original thereof as the same appears of Record in my office. COPIED FROM PERMANENT RECORDS. Page 88 of 113-11. WITNESS my hand and seal this day of July 1946. Notary of Deeds





Proposed Plan of Construction

W.E. Preedy #5  
Sec 33-T29S-R33W  
Haskell Co, KS



Tank Battery for the W.E. Preedy #5 will be located in the SE of the NE quarter.

- Well Location
- Lease Roads
- - - Proposed Pipeline
- Tank Battery Equipment

Detail of  
NW4 Sec 33-T29S-R33W

Note-Drawing **Not** to Scale

Site Diagram  
W.E. Preedy #5  
March 31, 2010

