

For KCC	Use:	
Effective	Date:	
District #		
SGA?	Yes No	

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1064256

Form C-1
March 2010
Form must be Typed
Form must be Signed
All blanks must be Filled

# NOTICE OF INTENT TO DRILL

Expected Spud Date:	Spot Description:
month day year	
OPERATOR: License#	(Q/Q/Q/Q) feet from N / S Line of Sect
Name:	feet from E / W Line of Sect
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City:	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet M
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 Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate: I III
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
Original Completion Date: Original Total Doptin	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	
•	DWR Permit #:
Bottom Hole Location:	DWR Permit #:
Bottom Hole Location:	DWR Permit #:(Note: Apply for Permit with DWR)
f Yes, true vertical depth:	DWR Permit #:  (Note: Apply for Permit with DWR )  Will Cores be taken?  If Yes, proposed zone:
Sottom Hole Location:  CCC DKT #:	DWR Permit #:  (Note: Apply for Permit with DWR )  Will Cores be taken?  If Yes, proposed zone:  FIDAVIT
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

\_ Agent: \_

please check the box below and return to the add	dress below.
Well will not be drilled or Permit Expired	Date:
Cianatura of Operator or Agents	



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

For KCC Use ONLY	
API # 15	

Operator: \_\_

Lease: \_\_

# 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.

Location of Well: County: \_\_

Well Numb	oer:									feet from E / W Line of Section
Field:							_ Se	ec	Twp	S. R
Number of QTR/QTR/							- Is	Section: [	Regul	ar or Irregular
								Section is In		locate well from nearest corner boundary.  NE NW SE SW
							PLAT			
					d electrica	l lines, as	required b		as Surface	Show the predicted locations of e Owner Notice Act (House Bill 2032).
		<u>:</u>	:	:		:	:	:		
		:	:							LEGEND
				:	•••••		:	:		O Well Location
		:	:	:				:		Tank Battery Location  Pipeline Location
		: : : :	:			:				Electric Line Location  Lease Road Location
		· :	:	:	•••••	· :	·:	:		
		• • •		<u>:</u>		:				EXAMPLE
			:	1	1	:	:			
		:  :	: :	: :		:  :	: :	:		
			:			•				
2510 ft			:	<u></u>		:	:	:		1980' FSL
			: :				i	:		
		•	:	:		:	:	:	_	EWARD CO 3390' FEI

# 1180 ft.

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 OIL & GAS CONSERVATION DIVISION

1064256

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:  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 A		Existing nstructed: (bbls)	SecTwpR East WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty  Chloride concentration: mg/l(For Emergency Pits and Settling Pits only)
Is the bottom below ground level?	Artificial Liner?  Yes  N	No	How is the pit lined if a plastic liner is not used?
	Length (fee		Width (feet)
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ilei		dures for periodic maintenance and determining ncluding any special monitoring.
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. mation:
feet Depth of water well	feet	measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits ONLY:
Producing Formation:	_	Type of materia	al utilized in drilling/workover:
Number of producing wells on lease:		Number of world	king pits to be utilized:
Barrels of fluid produced daily:		Abandonment	procedure:
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	Drill pits must b	pe closed within 365 days of spud date.
Submitted Electronically			
	KCC	OFFICE USE O	NLY Liner Steel Pit RFAC RFAS
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection: Yes No



# Kansas Corporation Commission Oil & Gas Conservation Division

1064256

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

# 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 (CB-1)	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	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
Address 2:	county, and in the real estate property tax records of the county treasurer.
City:	
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and a batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be to CP-1 that I am filing in connection with this form; 2) if the form to form; and 3) my operator name, address, phone number, fax, at ☐ I have not provided this information to the surface owner(s). I at KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this
task, I acknowledge that I am being charged a \$30.00 handling  If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1
Submitted Electronically	

# AND GAS

LEASE

Rearder No. 09-116

March

9th

THIS AGREEMENT, Entered Into this

P. 1 27 26 27 26	85 ta
Blue Pr	Pp@do
N S S	84-0344-2 bp.com - k
Kansas B 700 S. Broudwa Wichite, KS	P.284-0 A.Nbp.o
<b>E</b> 85.2	310-21 Www.hi
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16. Should any one or more of the parties above named as lessor fail to execute this tease, it shall nevertheless be binding upon all such as lessor. The word "lessor, as used in this base means the party or parties who execute this lease as lessor, although not named above. See Addeny UND at tacher of A PEPED A DAY BASOR "MARKEDS" WHEREOF, we sign the day and year first above written.

# **ADDENDUM**

This Addendum is made and entered into this 9th day of March, 2010, with regard to that certain Oil and Gas Lease dated the date hereto and executed herewith which Oil and Gas Lease cover the following described real property in Rush County, Kansas, to-wit:

Township one (1), West One Section 0 · (SE/4) of Sect Range Eighteen Quarter South, R Southeast teen (18) Eighteen

In addition to the terms of such Oil and Gas Lease, the parties agree as follows:

- This Lease is for a term of five (5) years with the first three (3) years being paid-up at the time of granting the Lease. The Lessee may, at it's option, extend the term of this lease for an additional two (2) years by payment of the delay rental called for in paragraph 5 of the Lease. If the Lessor such delay rental payments at Lessor's last known address or such other address as Lessor may designate to Lessee, in writing. Payment of such delay rental payment shall be deemed to be made by Lessee to Lessor on the date that such payment is deposited in the United States Mail by does not specify a depository for the payment of the delay rentals the Lessee may tender to Lessor certified mail from the Lessee to the Lessor.
- Lessor hereby grants to the Lessee, its successors or assigns, the exclusive right to perform three dimensional seismic exploration on the leased premises for the consideration paid by the Lessee to the Lessor for the granting of this Oil and Gas Lease. Lessee shall pay to Lessor or to Lessor's agricultural tenant, whenever it is appropriate, an additional \$5.00 per acre as liquidated damages for 3-D seismic exploration activities on the property. αi
- Lessee acknowledges and agrees that upon abandonment of this Oil and Gas Lease, the Lessee will plug all wells drilled thereon by Lessee according to KCC regulations.  $\alpha$
- \$500.00 for pasture ground and The Parties agree that minimum damages in the amount of \$500.00 for pasture ground \$1,000.00 for tilled ground will be paid for each well drilled on the above described property. 4

damages for the activities contemplated on the property which damages are reasonable under the circumstances. It is not intended that this amount of liquidated damages will include unreasonable or unnecessary damages that might be caused to the property as a result of the Lessees activities thereon. FURTHER PROVIDED that it is understood that the damages indicated represent liquidated

Except for and to the extent of the provisions contained in this Addendum, the Oil and Gas Lease referred to hereinabove shall be in full force and effect and its terms shall control the operations of the Lessee on the leased property.

2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Toha F Thielen persons who executed the within instrument of writing and such persons duly acknowledged the Σ 17th day of MayCh かんだ ., SS: BE IT REMEMBERED that on this Thielenhaus SUMMA 020 بت COUNTY OF John STATE OF

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

execution of the same.

Notary Pur

My Appointment Expires: 11/12/2019

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Kansas Blue Print 700 S. Bradwy Po Baz 703 Wichia, NS 87201-6793 319-284-834 - 284-5186 (a. www.ktp com · ktp@ktp.com

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Mildred M. Hertel and Robert L. Hertel, her husband
hereing (for colled becon
and Downing-Nelson Oil Company, Inc.
1. That lessor, for and in consideration of the sum of One (\$1.00) & O.V.C. Dollars in hand paid and of the coven-
and greenwith Reginality contained to be performed by the lessee, has this day grantled, lessed, and let and by these presents does betterly by the present the presented and that he present the lessee and
with other oil and gas leases as to all or any part of the londs covered thereby as hereinfler provided for the purpose of carrying on geological, geophysical and
other exploratory work, including core drilling, and the drilling, mining, and operating for, producing and saving all of the oil (including but not limited to distillule
not condensate and gas including but not immited to estinghed gas and helium had all other guses and all constituents of all gasars) and for constituents of all gasars), and for constituents of all gasars), and for constituents and other structures thereon anasses, or accommendation to the structures thereon anasses, or accommendation of the structures and other structures thereon anasses, or accommendation of the structure of the struc
or the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, said fract
of land being situated in the County of Rush State of Kansas

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(herein date Range 1 £1Ve force for a term of lease is or can be pu shall remain in covered by this of the

4. The lessee shall pay to lessor for gas of whatsoever nature or kind (with all of its constituents) produced and used by the lessee, then affective of guardian of the well; if said gus is sold by the lessee, then affective of one-eighth (y<sub>i</sub>) of the mouth of the well; and the mouth of the well is an entering the produced of the sale thereof at the mouth of the well is an entering the produced of the sale thereof at the mouth of the well is an entering the produced whether before or after explained to the primary term hereof) when gas is not being so sold or used and the well or wells are shul in and there is no extremy production of oil or operations of all or operations of all or operations. One bolinar (R1.09) per year per net royalty acre retained there is no the royalty acre retained there is no be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shul in the investigent of this lease and the resolution of ninety (90) days from the date such the remained of the resolution of ninety (90) days from the date such the remained of the resolution of ninety (90) days from the date such the remained of the resolution of ninety (90) days from the date such the remained of the resolution of ninety (90) days from the date such an entire lease. Out of any surplus not needed for operations hereunder, the lessor may have, free of charge, gas from any gas well on the leased premises for stowers and inside lights in the principal dwelling house on said land by making his own connections with the well, the well of the day years.

5. If drilling operations or mining operations are not commenced on the leased premises on or before \$\frac{\pi}{\pi}\frac{\pi}{\p , or to the cric condensate) p in the field o i. The lessee shall deliver as royalty, free of cost, to lessor at the wells, one-eighth (\(\frac{q\_0}{2}\)\) part of all oil (including but not limited to distillate and to the lesser for such one-eighth (\(\frac{q\_0}{2}\)\) royalty the market price at the wells into the pipe line or into storage tanks. 3.
the equal amay pay to

d premises on or b tender to tessor, o ы pay on the shall pa commenced said period daing operations are not before the expiration of essal unless both

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Bight Hundred

Bight Hundred

Dollars (\$ 800,00

In the time within which shall extend for twelve months the sum of monestern of drilling operations are becommended. Thereafter, annually, in the maner and upon like payment or tander to reach of drilling operations may be commenced. Thereafter, annually, in the maner and upon like payment or tender to reach of drilling operations and the payment or tender or mailed to the authorized depository bank or lessor (at address last known to lessee) on or before such a date for payment or tender while becemed made when the check or draft is so delivered or mailed. It is ald named or successor bank of the for any other bank which may, as herelandle provided, have been designated as depository) should fail or liquidate or for any reason retuse or fail to accept rental, lesse shall not be held in default for failure to make such payment or tender or franks until theirty days after lessor shall be designated as depository) should fail or liquidate or for any reason retuse or fail to accept rental, lesse lessor, such payments or tenders. The above named or successor hank or any other bank which may be designated us depository should be soon and or successor hank or any other bank which may be designated us depository shall be lesser's agent. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased prenises or when the first material is placed on the lesses commenced on the lesses shall or terminate if the lesses commences further drilling operations or commences or resumes the payment of rentules in the manner and his land the rental paying date, if any, next cristing after thirty (20) days following the completion of the dry hole or if there be no such rental paying date, or further operations are the primary term. any successor bank, the sum

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties berief to shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental screeded to next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall have for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet of the house or barn move on any and premises without written consent of the lessor. Lessee shall have the right at any time during, or after the explaction of. This lesse to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

S. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, devisees, executors, adminish the rights of the lessee. No change of ownership in the lends, rentals, royalities or any sum due under this lesse shall be hinding on the lessee until it has been turnished with either the original reconcided instrument of conveyance or a duty certified to opp thereof or a duty certified to opp of the will of any detected or any described instruments of any detection of the proceedings showing appointment of an administrator for the estate of any decensed owner, whichever is appropriate, fogather with all original recorded instruments of conveyance or duty certified copies there of new showing a complete chain of till back to lessor to the full interest devisees, administrators, executors, or heirs of lessor. In the event this lease shall be binding on any and all devised or indirect assignees. grantees, administrators, executors, or heirs of lessor. In the event this lease shall be binding on any and all devised or indirect assignees and or added to a part or as to part of the nove described and and and each of the lease as to any such parts of parts of heirs of parts of the payment of the lesse as to any such part or parts shall make default in the payment of the lesser or any assignee hereof shall make due payment of said rentals.

10. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nevertheless be developed and operate lease, and all royalies accruing heraunder shall be divided among and pair of the lessee to offset walls on separate tracts into which the land covered by the may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate receiving or measuring tanks or devices.

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 or librariant axes, most gages, or other liens existing, levied, or assessed on or against the above described lands and, in event, it evercises such option, repairly or rentals accruing hereunder.

to drill a well or commence reexpressly agreed that if lessee shall commence lease shall remain in force and its terms shall continues. 12. Notwithstanding anything in this lease contained to the contrary, it is working operations on an existing well at any time while this lease is in force, this lions are prosecuted and, if production results therefrom, then as long as production

13. Eassee may at any time and from time to time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or ments and labilities therefiter accruing under the terms of said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities therefiter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid shall be reduced in the proportion that in acreage covered thereby is reduced by each such release, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

14. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules or regulations (and Interpretations for fall grown against agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages the fall grown to the provision of the provision of the first of the first

es who execute this lease as lessor, although mes who execute this lease as lessor, although mes a part hereofe.

Robert L. Hertel Titles o 16. Should any one or more of the parties above named as lesson fail to See Add end dum at the parties of the deal here to and mad in Winness Wiffred we sign he day her et o and mad mad my in Winness with the flay and year first above written Heri

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Notary Public

# ADDENDUM

This Addendum is made and entered into this 11th day of March , 2010, with regard to that certain Oil and Gas Lease dated the date hereto and executed herewith which Oil and Gas Lease cover the following described real property in Rush County, Kansas, to-wit: This ,

Townshi (1)West One (18)Section Eighteen οĘ (SW/4)Range Quarter South, Southwest (18) Eighteen

In addition to the terms of such Oil and Gas Lease, the parties agree as follows:

- This Lease is for a term of five (5) years with the first three (3) years being paid-up at the time of granting the Lease. The Lessee may, at it's option, extend the term of this lease for an additional two (2) years by payment of the delay rental called for in paragraph 5 of the Lease. If the Lessor designate to Lessee, in writing. Payment of such delay rental payment shall be deemed to be made by Lessee to Lessor on the date that such payment is deposited in the United States Mail by does not specify a depository for the payment of the delay rentals the Lessee may tender to Lessor such delay rental payments at Lessor's last known address or such other address as Lessor may certified mail from the Lessee to the Lessor. This Lease is for a term of five (5) years
- Lessor hereby grants to the Lessee, its successors or assigns, the exclusive right to perform three dimensional seismic exploration on the leased premises for the consideration paid by the Lessee to the Lessor for the granting of this Oil and Gas Lease. Lessee shall pay to Lessor or to Lessor's agricultural tenant, whenever it is appropriate, an additional \$5.00 per acre as liquidated damages for 3-D seismic exploration activities on the property. Сi
- Lessee acknowledges and agrees that upon abandonment of this Oil and Gas Lease, the Lessee will plug all wells drilled thereon by Lessee according to KCC regulations. 3
- 11edThe e activities contemplated on the property which damages are reasonable under the It is not intended that this amount of liquidated damages will include unreasonable or \$1,000.00 for tilled ground will be paid for each well drilled on the above described property. The money for damages will be paid in advance, before well is drand all trash picked up after completion of well site. FURTHER PROVIDED that it is understood that the damages indicated represent liquidated of \$500.00 for pasture ground and The Parties agree that minimum damages in the amount damages for the circumstances. 4

Except for and to the extent of the provisions contained in this Addendum, the Oil and Gas Lease referred to hereinabove shall be in full force and effect and its terms shall control the operations of the Lessee on the leased property.

unnecessary damages that might be caused to the property as a result of the Lessees activities thereon.

By: Mildeed M. Sertel	By: Kiled-Klach
Mildred M. Hertel	Robert L. Hertel
STATE OF TEXAS	
COUNTY OF Jarant, ss:	

, 2010, before me, the persons who executed the within instrument of writing and such persons duly acknowledged the undersigned, a Notary Public in and for the County and State aforesaid, eame day of BE IT REMEMBERED that on this execution of the same.

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

GLORIA HOLLINGSHEAD

GLORIA HOLLINGSHEAD

Notary Public, State of Texas

Ny Commission Expires

Ny Commission Expires

December 05, 2012

Notary Public

My Appointment Expires: 12/05/1

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: Downing Nelson Oil Company, Inc.	Location of Well: County: Rus	sh
Lease: Hertel - Thielenhaus Unit	1,180	feet from N / X S Line of Section
Well Number: 2-1	2,510	feet from E / X W Line of Section
Field: Wildcat	Sec. 1 Twp. 18	S. R. 18 🔲 E 🔀 W
Number of Acres attributable to well: 40  QTR/QTR/QTR/QTR of acreage: NE - NE - SE - SW	Is Section: Regular or	Irregular
	If Section is Irregular, locate Section corner used: N	e well from nearest corner boundary.  E 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  O Well Location  Tank Battery Location  Pipeline Location  Electric Line Location  Lease Road Location
	•••••		 		*******		EXAMPLE
	•••••		Ø.				O=1 1980' FS
2510 L	•••••	•••••		•••••	•••••	 	SEWARD CO. 3390' FEL

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

1180 FSL

# 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.

Conservation Division Finney State Office Building 130 S. Market, Rm. 2078 Wichita, KS 67202-3802



Phone: 316-337-6200 Fax: 316-337-6211 http://kcc.ks.gov/

Sam Brownback, Governor

Mark Sievers, Chairman Ward Loyd, Commissioner Thomas E. Wright, Commissioner

September 30, 2011

Ron Nelson Downing-Nelson Oil Co Inc PO BOX 1019 HAYS, KS 67601

Re: Drilling Pit Application Hertel-Thielenhaus Unit 2-1 SW/4 Sec.01-18S-18W Rush County, Kansas

# Dear Ron Nelson:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed <u>without slots</u>, 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.