For KCC Use:

Eff	e	ct	iv	е	Date

District	#	

SGA?	Yes	No

Form

# KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION**

March 2010 Form must be Typed Form must be Signed All blanks must be Filled

Form C-1

1073231

# NOTICE OF INTENT TO DRILL

Must be approved by KCC five (5) days prior to commencing well

Expected Spud Date:	Spot Description:		
month day year			
OPERATOR: License#	feet from N / S Line of Section		
Name:	feet from L E / W Line of Section		
Address 1:	Is SECTION: Regular Irregular?		
Address 2:	(Note: Locate well on the Section Plat on reverse side)		
City: State: Zip: +	County:		
Contact Person:	Lease Name: Well #:		
Phone:	Field Name:		
CONTRACTOR: License#	Is this a Prorated / Spaced Field?		
Name:	Target Formation(s):		
Well Drilled For:       Well Class:       Type Equipment:         Oil       Enh Rec       Infield       Mud Rotary         Gas       Storage       Pool Ext.       Air Rotary         Disposal       Wildcat       Cable         Seismic ;       # of Holes       Other         Other:	Nearest Lease or unit boundary line (in footage):         Ground Surface Elevation:      feet MSL         Water well within one-quarter mile:       Yes       No         Public water supply well within one mile:       Yes       No         Depth to bottom of fresh water:		
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:		

### **AFFIDAVIT**

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

- 1. Notify the appropriate district office *prior* to spudding of well;
- 2. A copy of the approved notice of intent to drill shall be posted on each drilling rig;
- 3. The minimum amount of surface pipe as specified below shall be set by circulating cement to the top; in all cases surface pipe shall be set through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
- 4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary prior to plugging;
- 5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
- 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 DAYS of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. In all cases, NOTIFY district office prior to any cementing.

## Submitted Electronically

For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT. II
Approved by:	
This authorization expires:	rted within 12 months of approval date.)
Spud date: Age	ent:

#### Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.
  - Well will not be drilled or Permit Expired Date: Signature of Operator or Agent:

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202



For KCC Use ONLY

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

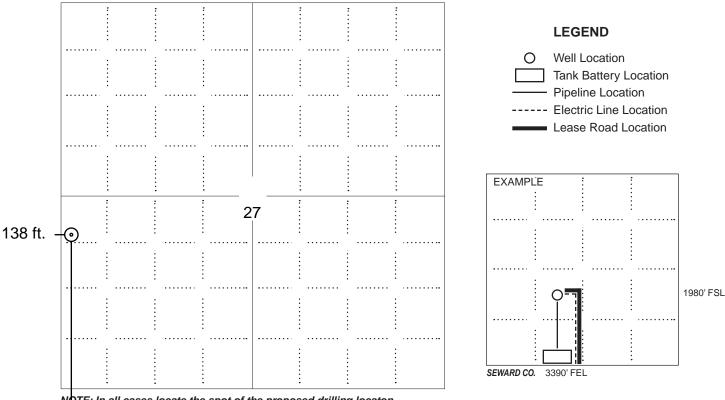
### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R E 📃 W
Number of Acres attributable to well: QTR/QTR/QTR/QTR of acreage:	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.



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

#### 2107 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).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

Side Two



**KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION** 

Form must be Typed

Form CDP-1

May 2010

# **APPLICATION FOR SURFACE PIT** Submit in Duplicate

**Operator Name:** License Number: **Operator Address:** Contact Person: Phone Number: Lease Name & Well No .: Pit Location (QQQQ): Type of Pit: \_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Pit is: **Emergency Pit** Burn Pit Proposed Existing Sec.\_\_\_\_Twp.\_\_\_\_R.\_\_\_ East West Settling Pit **Drilling Pit** If Existing, date constructed: Feet from North / South Line of Section Haul-Off Pit Workover Pit \_\_\_\_Feet from \_\_\_ East / \_\_\_ West Line of Section Pit capacity: (If WP Supply API No. or Year Drilled) County \_(bbls) Is the pit located in a Sensitive Ground Water Area? Yes No Chloride concentration: mg/l (For Emergency Pits and Settling Pits only) Is the bottom below ground level? Artificial Liner? How is the pit lined if a plastic liner is not used? Yes Yes No No \_\_\_\_Length (feet) \_\_\_ \_\_\_\_\_Width (feet) Pit dimensions (all but working pits): N/A: Steel Pits Depth from ground level to deepest point: \_\_ \_\_ (feet) No Pit If the pit is lined give a brief description of the liner Describe procedures for periodic maintenance and determining material, thickness and installation procedure. liner integrity, including any special monitoring. Depth to shallowest fresh water \_\_\_\_ Distance to nearest water well within one-mile of pit: feet. Source of information: KDWR measured well owner electric log \_feet Depth of water well \_\_\_\_ \_\_ feet Emergency, Settling and Burn Pits ONLY: Drilling, Workover and Haul-Off Pits ONLY: Producing Formation: \_ Type of material utilized in drilling/workover: Number of producing wells on lease: \_\_\_\_\_ Number of working pits to be utilized: \_\_\_\_ Barrels of fluid produced daily: Abandonment procedure: Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No Drill pits must be closed within 365 days of spud date. Submitted Electronically KCC OFFICE USE ONLY Steel Pit Liner RFAC RFAS Permit Number: No Date Received: Permit Date: Lease Inspection: Yes

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT Form KSONA-1 July 2010 Form Must Be Typed Form must be Signed All blanks must be Filled

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 #	Well Location:		
Name:			
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City:          Zip:            Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
Phone: ( ) Fax: ( ) Email Address:			
Surface Owner Information:			
Name:	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		
Address 1:			
Address 2:	county, and in the real estate property tax records of the county treasurer.		
City: State: Zip:+			

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.

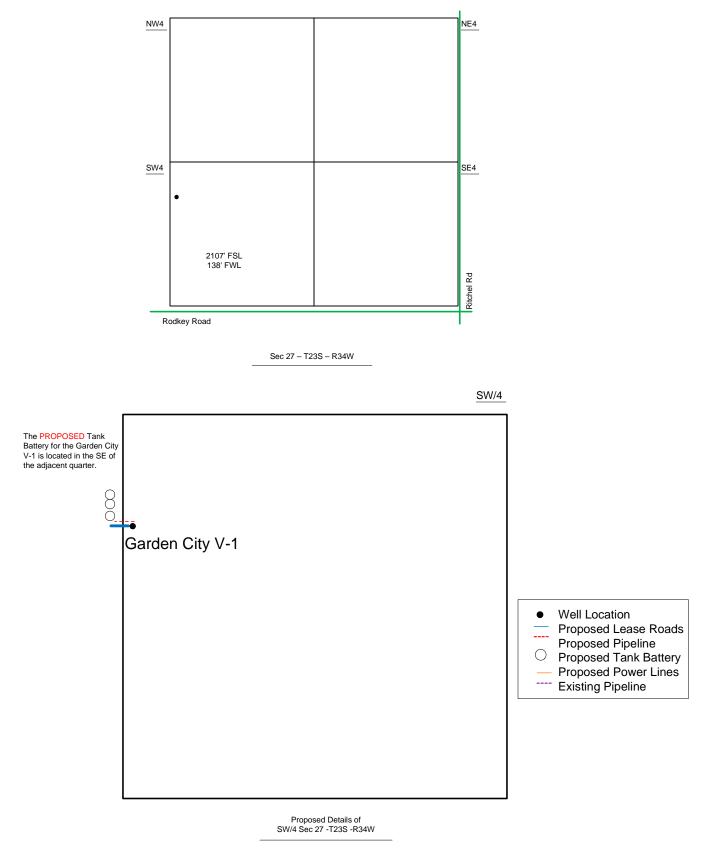
If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

## Submitted Electronically

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#### Proposed Plan of Construction Garden City V-1 Sec 27 T23S-R34W Finney County, KS



Note-Drawing Not to Scale

Proposed Site Diagram Garden City V-1 February 2, 2012



THIS AGREEMENT, E	ntered into this the <u>31st</u>	day ofN	iar <b>c</b> h		43
between	The Garden	City Company, a	<u>corporation</u>		
and	Cities Service Oil (	Company	······································	hereinafter called lessee, does witr	
<ol> <li>That lessor, for and in c to be performed by the lessee, h hereinafter described land, and y thereby as hereinafter provided, f and operating for, producing, an and for constructing roads, layir convenient for the economical o</li> </ol>	msideration of the sum of	DOLO Dollars in hi let and by these present or any part thereof with ogical, geophysical and oth ghead gas, casinghead ga ng oll, building powers, s miointly with neighboring		and agreements hereinafter conta nd let exclusively unto the lessee all or any part of the lands cov core drilling, and the drilling, mit d their respective constituent van other structures thereon necessar care of, and manufacture all of	
substances, and for housing and	boarding employees, said tract of	land with any reversion		ed in the County of	
	of Sections Twenty- nty-eight, Twenty-n			Twenty-seven,	
100.				COMPARED	
all in	, Township 23 S.		W	RECORD Acres, more or	1es
2. This lease shall remain in any of the products covered by	this lease is or can be produced.	years and a	s long thereafter as oil, gas,	casinghead gas, casinghead gasolin	ie or
			line to which lessee may conn the lessor for such one-eight tanks.	nect its wells the equal one-eighth h royalty the market price for o	part il of
4. The lessee shall pay to le alty ½ of the market value of . the mouth of the well. The less and where such gas is not sold coyalty, an amount equal to the producing lease under pararabh	ssor for gas produced from any o such gas at the mouth of the we ge shall pay lessor as royalty ½ or used, lessee shall pay or tend delay rental provided in paragri 2 hereof: the lessor to have gas f	il well and used by the i il; if said gas is sold by of the proceeds from the er annually at the end of aph 5 hereof, and while ree of charge from any g	essee for the manufacture of the lessee, then as royalty <sup>1</sup> / <sub>0</sub> sale of gas as such at the mou each yearly period during w said royalty is so paid or th as well on the leased premis	gasoline or any other product as of the proceeds of the sale thereo the of the well where gas only is fo hich such gas is not sold or used endered this lease shall be held s of for, stoves and inside lights in	roy- of at bund l, as as a the
principal dwelling house on said	land by making his own connect	ions with the well, the us	e of such gas to be at the le	ssor's sole risk and expense. day of <u>March</u> , 19 sor or for the lessor's credit in	
this lease shall terminate as to Garden Natio	-	Garden City, K	te pay or tender to the les ANSAS or the	sor or for the lessor's credit in s successors, which Bank and its	the suc-
	shall continue as the depository	of any and all sums pa	yable under this lease regard Five Hundred Six	lless of changes of ownership in	said
rand or in the on and gas or in payments or tenders the commen- pheck or draft of lessee or any a bank, and it is understood and s lirst rental is payable as aforess the death of the lessor or his su	privilege of defering the commen sement of operations for drilling n ssignee thereof, mailed or delivere greed that the consideration first id, but also the lessee's option o ccessors in interest. the payment	cement of operations for nay further be deferred fo d on or before the rental recited herein, the down f extending that period a: or tender of rentals in th	drilling for a period of one r like periods successively. All paying date, either direct to payment, covers not only the s aforesaid and any and all oi e manner above shall be bin	year. In like manner and upon payments or tenders may be mad lessor or assigns or to said deposi privilege granted to the date when ther rights conferred. Notwithstan ding on the heirs, devisees, execu	like e by itory
6 If at any time prior to th	e discovery of oil or gas on this l	and and during the term	of this lease the lessee shall	drill a dry hole, or holes on this I rental paying date, or provided the preceding paragraphs hereof	and -
7. In case said lessor owns a als herein provided for shall be p	a less interest in the above described the said lessor only in the pr	bed land than the entire oportion which his interes	and undivided fee simple esta t bears to the whole and und	te therein then the royalties and i ivided fee. However, such rental	
be increased at the next succeed 8. The issue shall have the the lessor. When required by le- the said land No well shall be d	ing rental anniversary after any right to use, free of cost, gas, o sor, the lessee shall bury its pipe cilled nearer than 200 feet to the	reversion occurs to cover il and water found on sa lines below plow depth a house or barn now on sai	r the interest so acquired. id land for its operations th nd shall pay for damage cau d premises without written co	ereon, except water from the well sed by its operations to growing o msent of the lessor. Lessee shall and other structures placed on ssee be under any obligation to re-	ls of
the surface to its original condi	tion, where any alterations or ch	anges were due to operat	ions reasonably necessary unc	ler this lease.	
to the heirs, devises, executors, due under this lease shall be bi- copy thereof or a certified copy an administrator for the estate fied copies thereof necessary in under before receipt of said doct	administrators, successors, and a dding on the lessee until it has t of the will of any deceased owne of any deceased owner, whicheve showing a complete chain of title ments shall be binding on any di	een furnished with either r and of the probate the r is appropriate, together back to lessor to the fu ect or indirect assignee,	ownership in the land or h the original recorded instrur recf, or certified copy of th with all original recorded in il interest claimed, and all ad grantee, devisee, administrato	wed), the covenants hereof shall ex a the rentals or royaltles or any tent of conveyance or a duly cert e proceedings showing appointmen struments of conveyance or duly c vance payments of rentals made 1 r, executor, or heir of lessor.	sum dified at of certi- here-
10. If the leased premises at ated as one lease, and all royait proportion that the acreage own set wells on separate tracts into measuring or receiving tanks. I the holder or owner of any such	e now or shall hereafter be owne les accruing hereunder shall be tr ed by each separate owner bears which the land covered by this le t is hereby agreed that in the er part or parts shall make defaul	d in severalty or in sepa eated as an entirety and to the entire leased acr ase may be hereafter div ent this lease shall be as t in the payment of the	rate tracts, the premises nev shall be divided among and age. There shall be no oblig ided by sale, devise, descent signed as to a part or as to proportionate part of the ren	ertheless shall be developed and or paid to such separate owners in alion on the part of the lessee to or otherwise or to furnish sep- parts of the shove described land t due from him or them, such de signee hereof shall make due pay	oper- off- arate and fault
11. Lessor hereby warrants	and agrees to defend the title to t	the land herein described	and agrees that the lessee, a	t its option, may pay and dischard	ge in
whole or in part any taxes, mor	tgages, or other liens existing, lev hts of any holder or holders there	led, or assessed on or aga	inst the above described lands	and, in event it exercises such op ge of any such mortgage, tax or o	otion,
12. Notwithstanding anythin time while this lease is in force regults therefrom, then as long	, this lease shall remain in force	and its terms shall con	agreed that if lessee shall co tinue so long as such operation	mmence operations for drilling at lons are prosecuted and, if produ	any
12 If within the primers to	rm of this lassa meaduation on th	a leased premises shall a	ease from any cause, this leasying date; or, provided lesse primary term of this lease, p drilling a well within sixty ( results therefrom, then as	se shall not terminate provided of re begins or resumes the paymen production on the leased premises 60) days from such cessation, and long as production continues.	pera- it of shall this
14. Lessee may at any time record in the proper county. I liabilities thereafter accruing un	surrender or cancel this lease in n case said lease is surrendered der the terms of said lease as to	whole or in part by del and canceled as to only the portion canceled sh	vering or mailing such releas a portion of the acreage co all cease and determineand	e to the lessor, or by placing san vered thereby, then all payments any rentals thereafter paid ma shall continue and remain in full	and y be
of) of all governmental agencies in damages for failure to compl (or interpretations thereof). If I constituted authority having jur	administering the same, and this y with any of the express or imp essee should be prevented during t isdiction thereover, or if lessee sh	s lease shall not be in ar lied provisions hereof if s he last six months of the would be unable during sa	y way terminated wholly or such failure accords with any primary term hereof from dril id period to drill a well hereu	regulations (and interpretations t partially nor shall the lessee be 1 such laws, orders, rules or regula ling a well hereunder by the order o nder due to equipment necessary in t months after said order is susp	liable tions of any n the
and/or said equipment is availa	ble, but the lessee shall pay delay	rentals herein provided	during such extended time.	be accomplished by the execution be leases and land unitized, which	
ization shall cover the gas rigt from gas well's shall be apportio minerals under the lands within all purposes a well under this lo under no obligation, express or	ts only and comprise an area n ned among the owners of such ro i such unitized area bear to the ase and shall satisfy the rental p mplied, to drill more than one ga	yalty on minerals produc- yalty on minerals produc- minerals under all of the rovision of this lease as t s well on said Unit.	y 640 acres. The royalty pr ed in the unitized area in the lands in the unitized area. An o all of the land covered the:	ovided for herein with respect to e proportion that their interests in y well drilled on such unit shall b reby; Provided, however, lessee sha	o gas n the be for all be
17. This lease and all its to	rms, conditions, and stipulations sign the day and year first abo	shall extend to and be blue		l lessor and lessee.	BEAL)
· Cint secret	ary	(SEAL)	By Wine Pre	M	SEAL)
<u> </u>		(SEAL)	Vice Pre	sident (s	SEAL)

and the second second

	NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.
Andrean Chyl Kansas Angrean Chyl Kansas Banden Chyl Kansas	Inter CORPANSE         FROM         FROM         The function of the colspan="2">The function colspan="2" Colspan="2
	STATE OF <u>KANGAS</u> STATE OF <u>KANGAS</u> COUNTY OF <u>FINNEY</u> Be it remembered that on this <u>1st</u> day of <u>April</u> , personally known to me to be such officer, and to be Notary Public, duly commissioned, in and for the county and state atoresaid, came <u>J. Stewart</u> <u>Vice</u> , president of <u>The Garden City Compeny</u> in <u>Vice</u> , president of <u>The Garden City Compeny</u> in <u>vice</u> , president of <u>Clorado</u> in strument of writing in behalf of said corporation, and he duly ac- the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly ac- intervention of the State of <u>Clorado</u> in <u>vice</u> , president of <u>Compeny</u> in <u>vice</u> , president of <u>Clorado</u> in the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly ac- intervention of the same for himself and for said corporation. Ny commission expires <u>Manda I q. 1 q. 4</u> <u>Ny</u> commission expires <u>Manda I q. 1 q. 4</u> <u>Notary Public</u> .
	STATE OF <ul> <li>State OF</li> <li>State OF</li></ul>
	Before me, the undersigned, a Notary Public, within and for said County and State, on this         day of         day of
	STATE OF

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and for said County and State, on this	Before me, the undersigned, a Notary Public, within
ACKNOWLEDGMENT FOR INDIVIDUAL ACKNOWLEDGMENT FOR INDIVIDUAL	STATE OF

to me personally known to be the identical person — who executed the within and foregoing instrument and acknowledged to me that executed the same as therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

~

Ry commission expires