

Well will not be drilled or Permit Expired Date: \_

Signature of Operator or Agent:

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

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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:
monun day year	
PERATOR: License#	feet from N / S Line of Section
lame:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MS
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  Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
Other.	Surface Pipe by Alternate: I
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	
Original Completion Date.	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR )
(CC DKT #:	
CCC DKT #:	
	Will Cores be taken?  If Yes, proposed zone:
AF	Will Cores be taken?  If Yes, proposed zone:  FIDAVIT
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For KCC Use ONLY	
API # 15	-

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

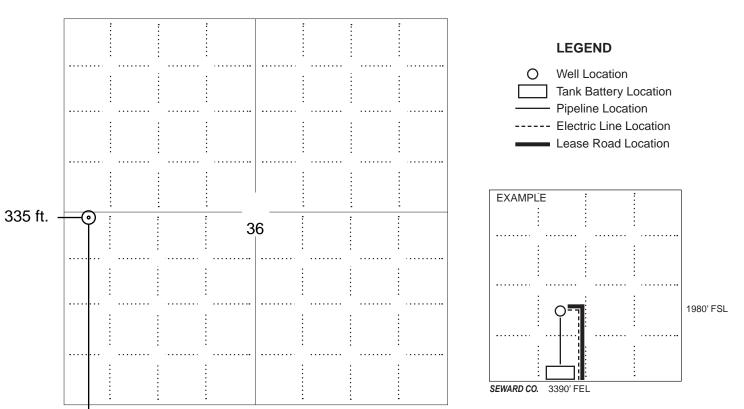
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

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
Number of Acres attributable to well:	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.

#### 2560 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.



## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1081733

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)	Pit is:  Proposed  If Existing, date continued in the pit capacity:	Existing nstructed: (bbls)	SecTwp R East WestFeet from North / South Line of SectionFeet from East / West Line of Section County
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)
Is the bottom below ground level?	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits
If the pit is lined give a brief description of the li material, thickness and installation procedure.	om ground level to dee	Describe proce	dures for periodic maintenance and determining 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:  Producing Formation:  Number of producing wells on lease:  Barrels of fluid produced daily:  Does the slope from the tank battery allow all s flow into the pit?  Yes No  Submitted Electronically		Type of materia  Number of work  Abandonment p  Drill pits must b	over and Haul-Off Pits ONLY:  all utilized in drilling/workover:  king pits to be utilized:  procedure:  de closed within 365 days of spud date.
	KCC	OFFICE USE O	NLY
Date Received: Permit Num	ber:		Liner Steel Pit RFAC RFAS  t Date: Lease Inspection: Yes No



### Kansas Corporation Commission Oil & Gas Conservation Division

1081733

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)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	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
Contact Person:	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.
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, tank are preliminary non-binding estimates. The locations may be entered or	k batteries, pipelines, and electrical lines. The locations shown on the plat
owner(s) of the land upon which the subject well is or will be lo CP-1 that I am filing in connection with this form; 2) if the form I form; and 3) my operator name, address, phone number, fax, a  I have not provided this information to the surface owner(s). I a KCC will be required to send this information to the surface owner.	Act (House Bill 2032), I have provided the following to the surface ocated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.  Acknowledge that, because I have not provided this information, the wher(s). To mitigate the additional cost of the KCC performing this I fee, payable to the KCC, which is enclosed with this form.
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 will be returned.
Submitted Electronically	

#### OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 26th the day of March , 20 12 between	between	
Tod Ryersee and Janet Ryersee, husband & wife		
34316 110 Road		
Bazine, KS 67516	, hereinaf	fter called Lessor (whether one or more),
and American Warrior, Inc.		· · · · · · · · · · · · · · · · · · ·
		, hereinafter called Lessee:
Lessor, in consideration of Dollars in hand paid, receipt of wh provided and of the agreements of the Lessee herein contained, hereby g purpose of investigating, exploring by geophysical and other means, pro oil, liquid hydrocarbons, all gases, and their respective constituent produsubsurface strata, laying pipe lines, storing oil, building tanks, power stathereon to produce, save, take care of, treat, manufacture, process, store their respective constituent products and other products manufactured the employees, the following described land, together with any reversionary	grants, leases and specting drilling, acts, injecting gastions, telephone and transport said terefrom, and how rights and after-	I lets exclusively unto Lessee for the g, mining and operating for and producing s, water, other fluids, and air into lines, and other structures and things id oil, liquid hydrocarbons, gases and using and otherwise caring for its
County of Ness State of Kansas and described as follows to-w	it:	
The Northwest Quarter (NW/4)		
In Section 36, Township 18 South Range 21 West an accretions thereto.	d containing 160	acres, more or less, and all

Subject to the provisions herein contained, this lease shall remain in force for a term of 18 months from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is or can be produced from said land or land with which said land is pooled. If, due to circumstances beyond Lessee's control, Lessee is unable to obtain a rotary drilling rig prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed ninety (90) days, within which to obtain such rotary drilling rig and commence operations for the drilling of a well. In consideration of the premises the said Lessee covenants and agrees:

- 1. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
- 2. To pay Lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8) of the proceeds received by Lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and, for he purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance, whether completed or not completed, due to the lack of a pipeline connection, and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after production therefrom, Lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty Five Dollars (\$5.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities.
- 3. This lease may be maintained during the primary term hereof without further payment or drilling operations. If the Lessee shall commence 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 like effect as if such well had been completed within the term of years first mentioned.
- 4. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
- 5. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
  - 6. Lessee shall bury Lessee's pipelines below plow depth.
- 7. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
  - 8. Lessee shall pay for damages caused by Lessee's operations to said land.
- 9. 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.
- 10. 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. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
- 11. 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.



State of Kansas - Ness Count

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12. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor herby 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, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lesse is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 640 acres each, centered on the wellbore, in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a fine land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a prediction that the wells be treated, for all purposes except the payment of royalties on production is had from this lease, included in this lease. If production is found on the premises covered by this lease or not. In lieu of the royalty stipulated herein as for all purposes acreage on the production of the royalty stipulated herein and the patricular unit involved.

commission expires	
Ovegoing instrument was acknowledged before me thisday of	νο <sub>τ</sub> 20
TE OF	
commission expires	Notary Public
	Service (App. 1970)
foregoing instrument was acknowledged before me thisday of	1707-51-860
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61-21-8 estires an oissimmon	MANON JOHN
Ryersee and Janet Ryersee, husband & wife	
foregoing instrument was acknowledged before me this 30th day of M	Z1 02,
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let Ryersee	
10 #SS DOVANJAONOJ	
Hyersee	
LIOSS COVERNY POOL	
WITNESS WHEREOF, we sign the day and year first above written.	
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#### **OIL AND GAS LEASE**

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and American Warrior, Inc.	of March , 20 12 between
Tod Ryersee and Janet Ryersee, husband & wife	
34316 110 Road	
Bazine, KS 67516	, hereinafter called Lessor (whether one or more),
and American Warrior, Inc.	· · · · · · · · · · · · · · · · · · ·
	, hereinafter called Lessee:
provided and of the agreements of the Lessee herein contain purpose of investigating, exploring by geophysical and other oil, liquid hydrocarbons, all gases, and their respective constitutions subsurface strata, laying pipe lines, storing oil, building tand thereon to produce, save, take care of, treat, manufacture, patheir respective constituent products and other products ma	receipt of which is here acknowledged and of the royalties herein ned, hereby grants, leases and lets exclusively unto Lessee for the er means, prospecting drilling, mining and operating for and producing stituent products, injecting gas, water, other fluids, and air into aks, power stations, telephone lines, and other structures and things process, store and transport said oil, liquid hydrocarbons, gases and anufactured therefrom, and housing and otherwise caring for its reversionary rights and after-acquired interest, therein situated in the follows to-wit:
The Southwest Quarter (SW/4)	
In Section 36, Township 18 South , Range 21 accretions thereto.	West , and containing 160 acres, more or less, and all

Subject to the provisions herein contained, this lease shall remain in force for a term of 18 months from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is or can be produced from said land or land with which said land is pooled. If, due to circumstances beyond Lessee's control, Lessee is unable to obtain a rotary drilling rig prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed ninety (90) days, within which to obtain such rotary drilling rig and commence operations for the drilling of a well. In consideration of the premises the said Lessee covenants and agrees:

- 1. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
- To pay Lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8) of the proceeds received by Lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and, for he purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance, whether completed or not completed, due to the lack of a pipeline connection, and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after production therefrom, Lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty Five Dollars (\$5.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities.
- 3. This lease may be maintained during the primary term hereof without further payment or drilling operations. If the Lessee shall commence 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 like effect as if such well had been completed within the term of years first mentioned.
- 4. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
- 5. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
  - 6. Lessee shall bury Lessee's pipelines below plow depth.
- 7. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
  - 8. Lessee shall pay for damages caused by Lessee's operations to said land.
- 9. 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.
- 10. 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. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
- 11. Lessee may at any time execute and deliver to Lessor or place of record a release or release 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.

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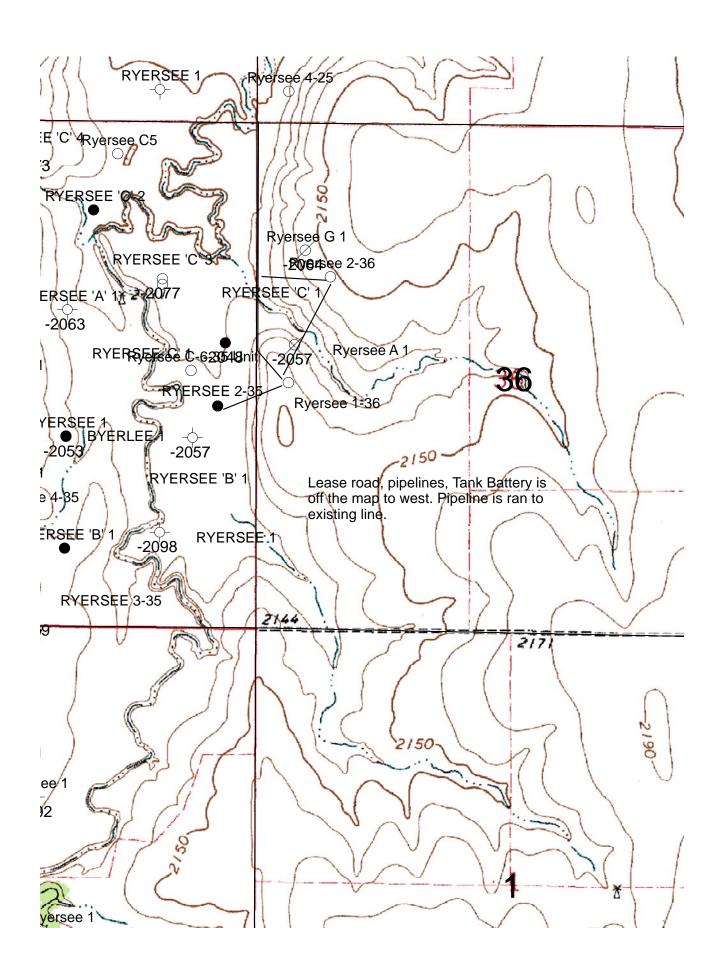
12. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor herby 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, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lesse is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the screage covered by this lesse or any portion thereof with other land, lesse or lesses in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lesse premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein lessed is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production is found on the pooled acreage, it shall be treated as if production is had from this lesse, included in this lesse. If production is found on the pooled acreage, it shall be treated as if production is had from this lesse, whether the well or wells be located on the premises covered by this lesse or not. In lieu of the royalty stipulated herein safe, specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

foregoing instrument was acknowledged before me this day of 20 by	07	δα <sup>τ</sup>
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commission expires		
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Notary Public



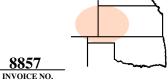


**American Warrior** 

## **Pro-Stake LLC**

Oil Field & Construction Site Staking

P.O. Box 2324 Garden City, Kansas 67846 Office/Fax: (620) 276-6159



<u>a072010-z</u>

Cell: (620) 272-1499 INVOICE NO.

Ryersee #1-36

Ness County, KS
COUNTY

Sec. Twp. Rng.

LEASE NAME
2560' FSL - 335' FWL
LOCATION SPOT

PROSPECT

SCALE: 1" =1000'

DATE STAKED: July. 19th, 2010

MEASURED BY: Ben R.

DRAWN BY: Luke R.

AUTHORIZED BY: Scott C.

GR. ELEVATION: 2141.8°

**Directions:** From the SE corner of Alexander, Ks at the intersection of Hwy 96 & Alexander RD South - Now go 3.1 miles West on Hwy 96 - Now go 0.7 mile South on trail to the NW corner of section 36-18s-21w - Now go 0.5 mile on South on trail - Now go approx. 475' East through pasture into staked location

Final ingress must be verified with land owner or Operator

This drawing does not constitute a monumented survey or a land survey plat

This drawing is for construction purposes only Ryersee #1-36 2560' FSL - 335' FWL 2141.8' = gr. elev. at staked loc. Lat. = N38° 26' 37.091388" Long. = W99° 36' 10.377922" I staked location with 7' wood (painted orange & blue) and t-post pasture Location falls in pasture Abandoned well is While standing at staked loc. looking approx. 150' 204.4' NW of 21 20 North has 2.5' of drop staked location. East has 5.4' of drop South has 2.1' of rise ture -p/ West has 0.2' of rise σŝ Θ RD 100 (gravel) 2150 pasture optional ingress stake West into ingress stake North into @ gate 18 S wheat stubble 36 **21** 計19 S wheat stubble