For KCC Use:

Eff	e	ct	iv	е	Date:

District	#	

SGA?	Yes	No

### 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

# NOTICE OF INTENT TO DRILL

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

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date:	Spot Description:
month     day     year       OPERATOR:     License#	· · · · · · · · · · · · · · · · · · ·
Name: Address 1:	feet from L E / W Line of Section Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side) County:
Phone:	Lease Name: Well #: Field Name:
CONTRACTOR: License# Name:	Is this a Prorated / Spaced Field? Yes No 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:         Water well within one-quarter mile:         Yes         No         Public water supply well within one mile:         Yes         No         Depth to bottom of fresh water:         Depth to bottom of usable water:         Surface Pipe by Alternate:         I         Length of Surface Pipe Planned to be set:         Length of Conductor Pipe (if any):         Projected Total Depth:         Formation at Total Depth:
Directional, Deviated or Horizontal wellbore? Yes No	Water Source for Drilling Operations:
Bottom Hole Location: KCC DKT #:	DWR Permit #:(Note: Apply for Permit with DWR )
	Will Cores be taken?     Yes     No       If Yes, proposed zone:     Yes     Yes

#### **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:

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



For KCC Use ONLY

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

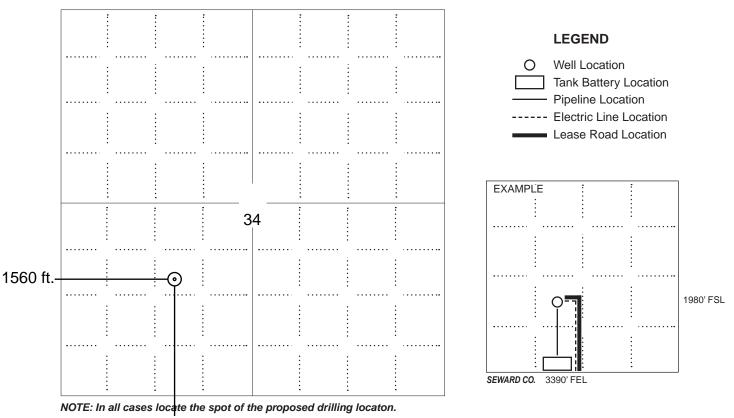
### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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:	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.



## 1595 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 CDP-1 May 2010

Form must be Typed

1113269

# APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name:		bhint in Dupiicat	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	SecTwpR East West		
Settling Pit Drilling Pit	If Existing, date co	nstructed:	Feet from North / South Line of Section		
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from	Feet from East / West Line of Section	
		(bbls)		County	
Is the pit located in a Sensitive Ground Water Area?			Chloride concentration: (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 (fe	et)	Width (feet)	N/A: Steel Pits	
Depth from ground level to deepest point:			(feet)	No Pit	
Distance to nearest water well within one-mile of pit:		Depth to shallo Source of inforr	west fresh water nation:	feet.	
feet Depth of water wellfeet		measured	well owner	electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	over 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 p	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		· · · · ·			
	КСС	OFFICE USE O		el Pit	
Date Received: Permit Num	ber:	Permi	t Date: Leas	e Inspection: Yes No	

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

OIL & GAS CONS CERTIFICATION OF C	ATION COMMISSION 1113269 ERVATION DIVISION 1113269 Form Must Be Typed Form Must be Signed All blanks must be Filled
T-1 (Request for Change of Operator Transfer of Injection	f Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); or Surface Pit Permit); and CP-1 (Well Plugging Application). ompanying Form KSONA-1 will be returned. Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Surface Owner Information:         Name:         Address 1:         Address 2:         City:	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:

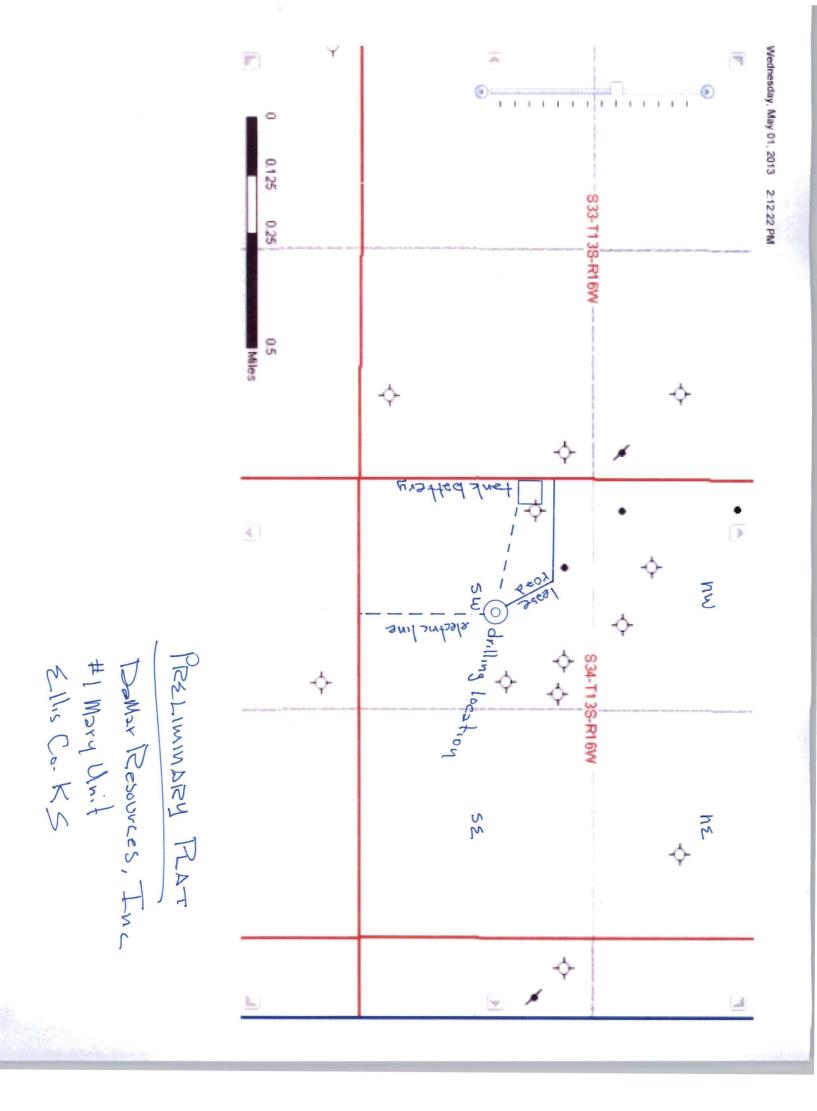
- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this 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.

## Submitted Electronically

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1.	Pagadan No		Kansas Blu

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BOOK 805 PAGE 363

Reorder No. 09-115 Kansas Blue Print 700 S. Broadway PO Box 703 Wichta, RS 50201-0703 Wichta, RS 50201-0703

63U (Rev. 1993)	OIL AND C	GAS LEASE	09-115	700 S. Broadway PO Box 793 Wichita, KS 67201-0793 316 264-9344 · 264-5165 fax www.kbp.com · kbp@kbp.com
AGREEMENT, Made and entered into the12th				2012
by and between <u>Mary Staab and Leon I. St.</u>		ember the Mary Staab Tru	st Dated June 9, 1998	
and amended by the First			St Dated Suite 5, 1550	,
whose mailing address is 317 E. 18th, Hays			hereinafter called L	lessor (whether one or more),
and DaMar Development Co., a partner	ship, Hays, KS 67	601		
			10.00	, hereinafter caller Lessee:
Lessor, in consideration of <u>ten and more</u> is here acknowledged and of the royalties herein provided and of investigating, exploring by geophysical and other means, p constituent products, injecting gas, water, other fluids, and air ir and things thereon to produce, save, take care of, treat, manufact products manufactured therefrom, and housing and otherwise of therein situated in County of <u>Ellis</u>	rospecting drilling, mining nto subsurface strata, laying ture, process, store and trans	and operating for and produ- pipe lines, storing oil, buildin port said oil, liquid hydrocarb following described land, tog	grants, leases and lets exclusively cing oil, liquid hydrocarbons, all ag tanks, power stations, telephor rons, gases and their respective co ether with any reversionary right	gases, and their respective e lines, and other structures instituent products and other
The SOUTH HALF of the I SOUTHWEST Quarter (N/2		(S/2 NW/4), and t	he NORTH HALF of the	DirectS the DirectS MumericalK Checked
In Section 34 Township 13 South	Range 16 W	est, and containing	160	acres, more or less, and all
accretions thereto. Subject to the provisions herein contained, this lease sh as oil, liquid hydrocarbons, gas or other respective constituent p In consideration of the premises the said lessee covenar 1st. To deliver to the credit of lessor, free of cost, in th	all remain in force for a ter roducts, or any of them, is its and agrees:	m of <u>three (3)</u> years s produced from said land or la	from this date (called "primary te nd with which said land is pooled	1.
from the leased premises. 2nd. To pay lessor for gas of whatsoever nature or ki at the market price at the well, (but, as to gas sold by lessee, in premises, or in the manufacture of products therefrom, said pa as royalty One Dollar (\$1.00) per year per net mineral acre re meaning of the preceding paragraph.	nd produced and sold, or us n no event more than one- yments to be made monthl	ed off the premises, or used i ighth (¼) of the proceeds rece y. Where gas from a well pro	in the manufacture of any produc eived by lessee from such sales), i ducing gas only is not sold or us	ts therefrom, one-eighth (¼), for the gas sold, used off the ed, lessee may pay or tender
This lease may be maintained during the primary ter of this lease or any extension thereof, the lessee shall have the found in paying quantities, this lease shall continue and be in f If said lessor owns a less interest in the above descrif the said lessor only in the proportion which lessor's interest bea Lessee shall have the right to use, free of cost, gas, oil a When requested by lessor, lessee shall bury lessee's pipe No well shall be drilled nearer than 200 feet to the hous Lessee shall pay for damages caused by lessee's operati	e right to drill such well to orce with like effect as if su bed land than the entire at urs to the whole and undivi- ind water produced on said e lines below plow depth. e or barn now on said prem	completion with reasonable d ch well had been completed w ad undivided fee simple estate ded fee. land for lessee's operation the uises without written consent of	liligence and dispatch, and if oil vithin the term of years first ment e therein, then the royalties herei ereon, except water from the wells	or gas, or either of them, be ioned. n provided for shall be paid
Lessee shall have the right at any time to remove all m			the right to draw and remove cas	ing.
If the estate of either party hereto is assigned, and t executors, administrators, successors or assigns, but no chan lessee has been furnished with a written transfer or assignmen with respect to the assigned portion or portions arising subsequ	ge in the ownership of the t or a true copy thereof. In	land or assignment of renta case lessee assigns this lease	ls or royalties shall be binding	on the lessee until after the
Lessee may at any time execute and deliver to lessor ( surrender this lease as to such portion or portions and be relieve			tion or portions of the above desc	cribed premises and thereby
All express or implied covenants of this lease shall be in whole or in part, nor lessee held liable in damages, for failu				
Regulation. Lessor hereby warrants and agrees to defend the title to any mortgages, taxes or other liens on the above described lan signed lessors, for themselves and their heirs, successors and	the lands herein described, ds, in the event of default of	and agrees that the lessee sha of payment by lessor, and be	all have the right at any time to re subrogated to the rights of the he	deem for lessor, by payment older thereof, and the under-
as said right of dower and homestead may in any way affect th	e purposes for which this le	ase is made, as recited herein		
Lessee, at its option, is hereby given the right and pow immediate vicinity thereof, when in lessee's judgment it is n conservation of oil, gas or other minerals in and under and th or units not exceeding 40 acres each in the event of an oil wel record in the conveyance records of the county in which the pooled into a tract or unit shall be treated, for all purposes ex- found on the pooled acreage, it shall be treated as if production royalties elsewhere herein specified, lessor shall receive on p placed in the unit or his royalty interest therein on an acreage b	ecessary or advisable to d at may be produced from s l, or into a unit or units nc land herein leased is situs cepi the payment of royalti is had from this lease, whi roducition from a unit so	o so in order to properly dev aid premises, such pooling to t exceeding 640 acres each in tted an instrument identifyin es on production from the po- ether the well or wells be locat pooled only such portion of	velop and operate said lease pre be of tracts contiguous to one ai the event of a gas well. Lessee i ag and describing the pooled acr oled unit, as if it were included in ted on the premises covered by th the royalty stipulated herein as	mises so as to promote the nother and to be into a unit shall execute in writing and eage. The entire acreage so n this lease. If production is is lease or not. In lieu of the
· · · · ·				
		an ann an Arman An Arman An Arman		
IN WITNESS WHEREOF, the undersigned execute this Witnesses:	instrument as of the day a	5-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		
Mary Stoab		Zeond.	Stang- rustee of the Mary S	taah Trust
Mary Staab, Trustee of the Mary Staab Dated June 9, 1998, and as amended by	the	Dated June 9, 19	98, and as amended by	y the
First Amendment Dated December 4, 200	7		Dated December 4, 20	



63U (Rev. 1993)

# OIL AND GAS LEASE

Reorder No. 09-115 Kansas Blue Print 700 S. Broadway PO Box 793 Wichita, KS 67201-0793 316-264-9344 · 264-5165 fax www.kbp.com · kbp@kbp.com

and between NOTIIIAII D. PIE:	ifer and Gladys V. Pfeife	er, husband and wile		
		· · · · · · · · · · · · · · · · · · ·		
· · · · · · · · · · · · · · · · · · ·				
	ne Dr., Victoria, KS 6767		hereinafter calle	d Lessor (whether one or mo
DaMar Development Co.	, a partnership, Hays, KS	67601		
				, hereinafter caller Les
ere acknowledged and of the royalties herein nvestigating, exploring by geophysical and o stituent products, injecting gas, water, other fl things thereon to produce, save, take care of, ducts manufactured therefrom, and housing ar	ther means, prospecting drilling, minin uids, and air into subsurface strata, layir treat, manufacture, process, store and tra	g and operating for and producing pipe lines, storing oil, building nsport said oil, liquid hydrocarbo ne following described land, toget	rants, leases and lets exclusiving oil, liquid hydrocarbons, tanks, power stations, telep ns, gases and their respective ther with any reversionary rights.	all gases, and their respect hone lines, and other structu constituent products and oth ghts and after-acquired intere
The second	e SOUTH HALF of the SOUTH			oheite
116	2 SOUTH HALF OF THE SOUTH	WEST Quarter (5/2 Sw	74)	Direct In Direct Numerical
				Checked
Section <u>34</u> , Township, Township,	13 South Range 16 We	est, and containing	80	acres, more or less, and
Subject to the provisions herein contained il, liquid hydrocarbons, gas or other respectiv In consideration of the premises the said	e constituent products, or any of them, i	erm of <u>three (3)</u> years fr is produced from said land or lan	om this date (called "primar, d with which said land is po	y term"). and as long thereas oled.
lst. To deliver to the credit of lessor, from the leased premises.	ee of cost, in the pipe line to which lesse	e may connect wells on said land	l, the equal one-eighth (¼) pa	rt of all oil produced and sa
2nd. To pay lessor for gas of whatsoeve he market price at the well, (but, as to gas so mises, or in the manufacture of products ther royalty One Dollar (\$1.00) per year per net m ning of the preceding paragraph.	old by lessee, in no event more than one efrom, said payments to be made mont	e-eighth (1/4) of the proceeds receively. Where gas from a well produced	ved by lessee from such sale acing gas only is not sold or	s), for the gas sold, used off used, lessee may pay or ter
This lease may be maintained during th nis lease or any extension thereof, the lessee d in paying quantities, this lease shall contir If said lessor owns a less interest in the said lessor only in the proportion which lesso Lessee shall have the right to use, free of	shall have the right to drill such well t nue and be in force with like effect as if a above described land than the entire r's interest bears to the whole and undi	o completion with reasonable dil such well had been completed wir and undivided fee simple estate vided fee.	igence and dispatch, and if thin the term of years first m therein, then the royalties he	oil or gas, or either of them entioned. erein provided for shall be j
When requested by lessor, lessee shall bu	ry lessee's pipe lines below plow depth.	-		
No well shall be drilled nearer than 200 f Lessee shall pay for damages caused by l	-		lessor.	
Lessee shall have the right at any time to If the estate of either party hereto is as cutors, administrators, successors or assigns, ee has been furnished with a written transfer respect to the assigned portion or portions a	ssigned, and the privilege of assigning , but no change in the ownership of t or assignment or a true copy thereof.	in whole or in part is expressly he land or assignment of rentals In case lessee assigns this lease, i	allowed, the covenants here or royalties shall be binding	eof shall extend to their he og on the lessee until after
Lessee may at any time execute and del render this lease as to such portion or portions			on or portions of the above o	lescribed premises and ther
All express or implied covenants of this whole or in part, nor lessee held liable in dam ulation.				
Lessor hereby warrants and agrees to def mortgages, taxes or other liens on the above red lessors, for themselves and their heirs, su	e described lands, in the event of defaul accessors and assigns, hereby surrende	t of payment by lessor, and be s r and release all right of dower	ubrogated to the rights of th	e holder thereof, and the un
aid right of dower and homestead may in any Lessee, at its option, is hereby given the rediate vicinity thereof, when in lessee's juc servation of oil, gas or other minerals in and units not exceeding 40 acress each in the even rd in the conveyance records of the county led into a tract or unit shall be treated, for a d on the pooled acreage, it shall be treated as alties elsewhere herein specified, lessor shall red in the unit or his royalty interest therein o	right and power to pool or combine the lgment it is necessary or advisable to l under and that may be produced from t of an oil well, or into a unit or units in which the land herein leased is sit ll purposes except the payment of roya s if producition is had from this lease, will receive on producition from a unit s	acreage covered by this lease of do so in order to properly developed said premises, such pooling to h not exceeding 640 acres each in t uated an instrument identifying lities on production from the pool whether the well or wells be locate o pooled only such portion of th	lop and operate said lease or of tracts contiguous to on the event of a gas well. Less and describing the pooled ed unit, as if it were include d on the premises covered by ne royalty stipulated herein	premises so as to promote e another and to be into a u ee shall execute in writing a acreage. The entire acreage d in this lease. If production this lease or not. In lieu of
		a start and a start	en an	and the second
IN WITNESS WHEREOF the undersign	ed execute this instrument as of the day	and year first above written		XX1848
IN WITNESS WHEREOF, the undersign	ed execute this instrument as of the day	and year first above written.	Se De	

BOOK 805 PAGE 468