

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:
monur 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:	
State:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
ONTRACTOR: 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:
	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:	
- · · g······ - · · · · · · · · · · · ·	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	( <b>Note:</b> Apply for Permit with DWR )
CCC DKT #:	
CC DKT #:	
	Will Cores be taken? Yes N If Yes, proposed zone:
AF	Will Cores be taken?  If Yes, proposed zone:  FIDAVIT
AF The undersigned hereby affirms that the drilling, completion and eventual p	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

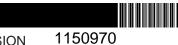
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:		Location of Well: County:
_ease:		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
envenvenventorasags.		If Section is Irregular, locate well from nearest corner boundary.  Section corner used: NE NW SE SW
	_	or unit boundary line. Show the predicted locations of d by the Kansas Surface Owner Notice Act (House Bill 2032).
		LEGEND  O Well Location  Tank Battery Location  Pipeline Location  Electric Line Location  Lease Road Location
	11	EXAMPLE
		1980' FSL
		SEWARD CO. 3390' FEL

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

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  Workover Pit  Haul-Off Pit  (If WP Supply API No. or Year Drilled)	Drilling Pit  Haul-Off Pit  Drilling Pit  Haul-Off Pit		SecTwpR East WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty	
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?  Yes No  Artificial Liner?  Yes 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	
Depth fro	om ground level to dee	epest point:	(feet) No Pit	
Distance to peacest water well within one mile of	of nit-	Donth to challe	west fresh waterfeet.	
Distance to nearest water well within one-mile of pit:		Source of inform	nation:	
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:		Type of materia	ver and Haul-Off Pits ONLY:  I utilized in drilling/workover:  xing pits to be utilized:  procedure:	
Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No		·	e 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	t Date: Lease Inspection: Yes No	



1150970

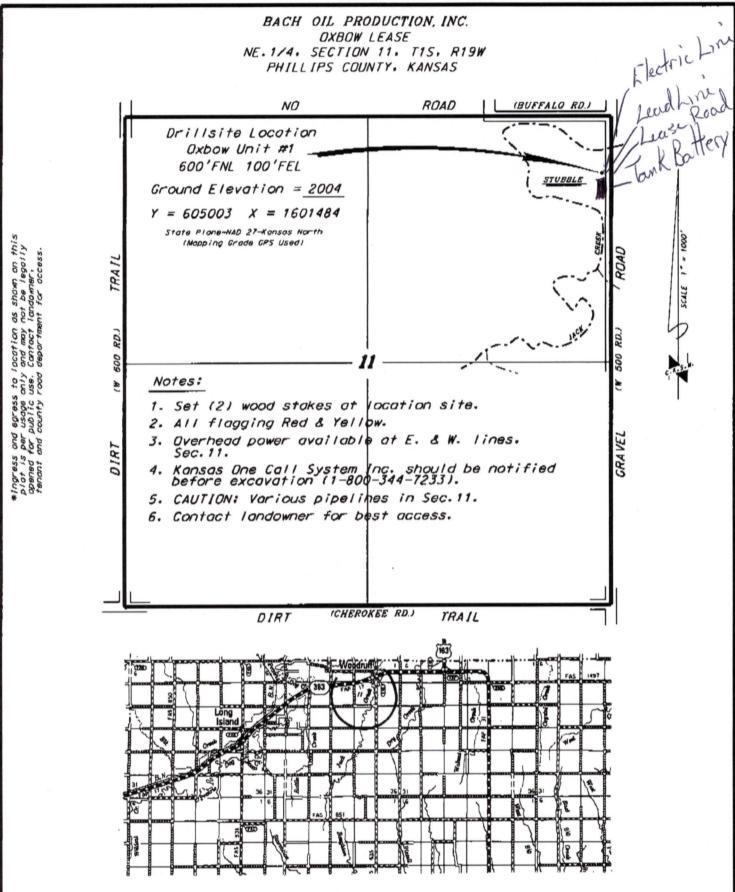
Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

# 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:	SecTwpS. R East		
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		
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 k batteries, pipelines, and electrical lines. The locations shown on the plat n 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			



Controlling data is bosed used the best maps and photographs available to us and upon a regiserian of fund containing 640 ocres.

July 15, 2013

owinstle sport or lines were determined using the hormal stondard of core of allifeld surveyors priding in the state of Kordoo. The section corner of the lines is section in the section in the page of the lines that the section is the section of the section is the section in the section is garphied. Therefore, the specific range in this service ond occoping this form of all other ries relying these or the section of the section of the section of the section of the control of the larger hormal section of the section of th



# OIL AND GAS LEASE

PHILLIPS COUNTY 555
Filed for record on the 29th
June A.D., 2010 at 1:15 P. M.,
duly recorded in Book 381 page 3
Robert Keesee
REGISTER OF DEEDS

THIS AGREEMENT, Made and entered into this 24<sup>th</sup> day of June

whose mailing address is 761 W Mohawk Rd, Phillipsburg, KS 67661 hereinafter called lessor (whether one or more), and

by and between Blaine L. and Candace Krafft. Trustees of The Blaine and Candace Krafft Trust, dated February 29, 2008.

BACH OIL PRODUCTION, INC., P.O. Box 723, Alma, NE 68920, hereinafter called lessee, does witness:

That lessor, for and in consideration of ONE AND MORE (\$1.00 +) Dollars in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases, and let exclusively unto the lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining, and operating for and producing the oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Phillips, State of Kansas, and described as follows to-wit:

THE NORTH HALF (N/2) AND THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11); THE NORTHWEST QUARTER (NW/4) OF SECTION FOURTEEN (14) EXCEPT A TRACT OF LAND IN THE SOUTH HALF (S/2) OF SAID QUARTER SECTION IN SECTION ELEVEN (11) CONSISTING OF ELEVEN (11) ACRES, MORE OR LESS; THE WEST HALF (W/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION FIFTEEN (15) FIFTEEN (15)

In Township 1 South, Range 19 West, and containing 709 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of THREE (3) years from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line 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.

2nd. To pay lessor for gas of whatsoever nature or kind is produced and sold, or used off the premises, or used in the manufacture of any products therefrom, oneeighth (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. Where gas from a well producing gas only is not sold or used, said lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

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.

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.

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 the lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time during, or after the expiration of this lease, to remove all machinery and fixtures on said premises, including the right to draw and remove all casing.

If the estate of either property hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the 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 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.

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.

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 to damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend title to the land 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 the above described lands, in the event of default of payment by lessor, be subrogated to the rights of any of the holder or holders thereof, and the undersigned lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described therein, insofar as said rights of dower and homestead may in any way affect the purposes for which this lease 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 that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding forty (40) acres each in the event of an oil well, or into a unit or units not exceeding six hundred forty (640) acres each in the event of a gas well. Lessee shall execute in writing and record in conveyance records of the county in which the land herein leased is situated an instrument indentifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated for all purposes except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his/her/their acreage placed in the unit or his/her/their royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of FIVE (\$5.00) multiplied by the number of net mineral acres owned by Lessor in land above described and then subject to this lease, the primary term shall be extended for an additional term of TWO (2) years from the end of the primary term hereof.

IN WITNESS WHEREOF, the undersigned execute this instrument as the day and year first above written.

The Blaine and Candace Krafft Trust, Dated February 29, 2008

STATE OF Mebroska

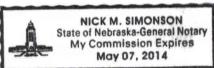
COUNTY OF

For an acknowledgment in an individual capacity:

Before me, the undersigned, a Notary Public, within and for said county and state, on the Haline L. and Candace Krafft, Trustees of The Blaine and Candace Krafft Trust, Dated February 29, 2008, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as thier own free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires



52,00

Menger Notary Public

## Form 88 - (Producers Special Paid-up)

#### OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 1st day of July, 2013,

by and between Gary W. Christensen and Karon A. Christensen, Trustees of the Gary W. Christensen and Karon A. Christensen Family Trust,

whose mailing address is PO Box 77, Alma, NE 68920, hereinafter called lessor (whether one or more), and

BACH OIL PRODUCTION, INC., P.O. Box 723, Alma, NE 68920, hereinafter called lessee, does witness:

That lessor, for and in consideration of ONE AND MORE (\$1.00 +) Dollars in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases, and let exclusively unto the lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining, and operating for and producing the oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of **Phillips**, State of **Kansas**, and described as follows to-wit:

#### SEE APPENDIX 'A'

Subject to the provisions herein contained, this lease shall remain in force for a term of FIVE (5) years from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line 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.

2nd. To pay lessor for gas of whatsoever nature or kind is 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. Where gas from a well producing gas only is not sold or used, said lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

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.

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.

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 wells of the lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor.

Lessee shall pay for damages caused by lessee's operations on said land.

Lessee shall have the right at any time during, or after the expiration of this lease, to remove all machinery and fixtures on said premises, including the right to draw and remove all casing.

If the estate of either property hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the 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 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.

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.

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 to damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend title to the land 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 the above described lands, in the event of default of payment by lessor, be subrogated to the rights of any of the holder or holders thereof, and the undersigned lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described therein, insofar as said rights of dower and homestead may in any way affect the purposes for which this lease 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 that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding forty (40) acres each in the event of an oil well, or into a unit or units not exceeding six hundred forty (640) acres each in the event of a gas well. Lessee shall execute in writing and record in conveyance records of the county in which the land herein leased is situated an instrument indentifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated for all purposes except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his/her/their acreage placed in the unit or his/her/their royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

IN WITNESS WHEREOF, the undersigned execute this instrument as the day and year first above written.

Gary W. Christensen and Karon A. Christensen Family Trust

Christensen, Trustee

STATE OF NEBRASKA

COUNTY OF HARLAN

For an acknowledgment in an individual capacity:

Before me, the undersigned, a Notary Public, within and for said county and state, on the day of July, 2013, personally appeared Gary W. Christensen and Karon A. Christensen, Trustees of the Gary W. Christensen and Karon A. Christensen Family Trust, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their own free and voluntary act and deed for the uses and purposes therein set forth.

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

NICK M. SIMONSON State of Nebraska-General Notary My Commission Expires May 07, 2014

#### APPENDIX "A"

GARY W. CHRISTENSEN and KARON A. CHRISTENSEN FAMILY TRUST

PHILLIPS COUNTY, KANSAS:

TRACT 1: The Northwest Quarter (NW/4) of Section Six (6), Township One (1) South, Range Eighteen (18) West of the 6th P.M., Philips County, Kansas, EXCEPT: a strip of land twenty-four feet (24') wide off the Northwest Quarter of Section Six (6), Township One (1) South, Range Eighteen (18) West of the 6th P.M., said strip running the entire length of the above quarter on the state line between Kansas and Nebraska, also known as Irregular Tract # 1721; and EXCEPT HWY: A tract of land described as follows: Beginning at the southwest corner of said quarter section; thence north 51.9 feet; thence in an easterly direction to a point on the east line 57.6 feet north of the southeast corner of said quarter section; thence south 57.6 feet to the south line of said quarter section; thence west along said line to the place of beginning. Contains 1.5 acres, moreor-less, exclusive of the existing highway.

Tract 1 being in Township One (1) South, Range Eighteen (18) West of the 6th P.M., Philips County, Kansas and containing 146 acres, more or less, and any accretions thereto.

TRACT 2: The Northeast Quarter (NE/4) of Section One (1), Township One (1) South, Range Nineteen (19), West of the 6th P.M., Phillips County, Kansas.

TRACT 3: The Northwest Quarter (NW/4) of Section One (1), Township One (1) South, Range Nineteen (19), West of the 6th P.M., Phillips County, Kansas.

TRACT 4: The Southeast Quarter (SE/4) of Section One (1), Township One (1) South, Range Nineteen (19) West of the 6th P.M., Phillips County, Kansas, EXCEPT HWY: A tract of land described as follows: Beginning at the northwest corner of said quarter section; thence south 210 feet; thence in a northeasterly direction on a curve of 2408.9 feet radius to the right 854 feet; thence on a tangent to said curve to a point on the east line 68.1 feet south of the northeast corner of said quarter section; thence north 68.1 feet to the north line of said quarter section; thence west along said line to the place of beginning. Containing 3.57 acres, more-or-less, exclusive of the existing highway.

TRACT 5: The Southwest Quarter (SW/4) of Section One (1), Township One (1) South, Range Nineteen (19), West of the 6th P.M., Phillips County, Kansas.

TRACT 6: The Northeast Quarter (NE/4) of Section Twelve (12), Township One (1) South, Range Nineteen (19), West of the 6th P.M., Phillips County, Kansas.

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TRACT 7: The Northwest Quarter (NW/4) of Section Twelve (12), Township One (1) South, Range Nineteen (19), West of the 6th P.M., Phillips County, Kansas.

TRACT 8: The Southeast Quarter (SE/4) of Section Twelve (12), Township One (1) South, Range Nineteen (19), West of the 6th P.M., Phillips County, Kansas.

TRACT 9: The Northeast Quarter (NE/4) of Section Thirteen (13), Township One (1) South, Range Nineteen (19) West of the 6th P.M., Phillips County, Kansas, EXCEPT: for plot laid out for cemetery, described as: Commencing at the Northeast corner of the Northeast Quarter of Section Thirteen (13), Township One (1) South, Range Nineteen (19) Phillips County, Kansas, thence west 32 rods; South 20 rods; east 32 rods; north 20 rods to beginning.

Tracts 2 through 9 being in Township One (1) South, Range Nineteen (19) West of the 6th P.M., Philips County, Kansas and containing 1,270 acres, more or less, and any accretions thereto.

STATE OF KANSAS SS PHILLIPS COUNTY SS SS PHILLIPS COUNTY SS SS Filed for record on the 26th day of July A.D., 20/3 at /0:/5/4 M., and duly recorded in Book 705, page 143-146 Thought Keesee

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 Thomas E. Wright, Commissioner Shari Feist Albrecht, Commissioner

August 01, 2013

Jason Bach Bach, Jason dba Bach Oil Production PO BOX 723 ALMA, NE 68920-0723

Re: Drilling Pit Application Oxbow Unit 1 NE/4 Sec.11-01S-19W Phillips County, Kansas

#### Dear Jason Bach:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, 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 practical after drilling operations have ceased. KEEP PITS away from draw/drainage.

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 (785) 625-0550 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 (785) 625-0550.