For KCC Use:

Eff	e	ct	iv	е	Date:

District	#	
DISTINCT	Ħ	

Yes No SGA?

# 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 DRILI
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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#	
Address 1:	Is SECTION: Regular Irregular? (Note: Locate well on the Section Plat on reverse side) County:
Phone: CONTRACTOR: License#	Lease Name:
Name:	Is this a Prorated / Spaced Field?
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:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
Directional, Deviated or Horizontal wellbore? Yes No If Yes, true vertical depth: Bottom Hole Location:	Water Source for Drilling Operations:           Well         Farm Pond           Other:           DWR Permit #:           (Note: Apply for Permit with DWR )
KCC DKT #:	Will Cores be taken?     Yes     No       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.

ш

Well will not be drilled or Permit Expired Date: \_ Signature of Operator or Agent:

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



For KCC Use ONLY

API # 15 - .

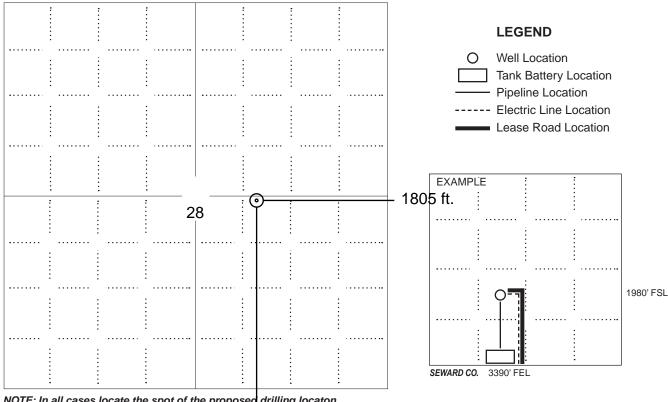
### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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.



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

### 2575 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 1156515

Form CDP-1 May 2010 Form must be Typed

# **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

Operator Name:			License Number:				
Operator Address:			1				
Contact Person:			Phone Number:				
Lease Name & Well No.:			Pit Location (QQQQ):				
Type of Pit:	Pit is:		1 · · · ·				
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 East / West Line of Section				
		(bbls)	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 (fe	et)	Width (feet)N/A: Steel Pits				
Depth fro	om ground level to dee	epest point:	(feet) No Pit				
	Distance to nearest water well within one-mile of pit:     Depth to shallowest fresh water feet. Source of information:						
feet Depth of water well	feet	measured					
Emergency, Settling and Burn Pits ONLY: Producing Formation:			over and Haul-Off Pits ONLY: al utilized in drilling/workover:				
Number of producing wells on lease:			rking pits to be utilized:				
Barrels of fluid produced daily:			procedure:				
Does the slope from the tank battery allow all s flow into the pit?Yes No	pilled fluids to	Drill pits must b	be closed within 365 days of spud date.				
Submitted Electronically							
	KCC	OFFICE USE OI	NLY				
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection: Yes No				

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

OIL & GAS CONS CERTIFICATION OF C	ATION COMMISSION 1156515 SERVATION DIVISION Form Must Be Typed FOMPLIANCE WITH THE NER NOTIFICATION ACT
T-1 (Request for Change of Operator Transfer of Injection Any such form submitted without an acco	of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); or Surface Pit Permit); and CP-1 (Well Plugging Application). companying 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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	hereinafter hereinafter called lesse hereinafter hand pald and the prices is does hereby g the right to unitize this here or or	
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	The East Half (E/2)	
	In Section <u>28</u> , Township <u>9 S</u> , Range <u>31 W</u> , and containing <u>320</u> any of the substances covered by this lease for a term of <u>five (5)</u> years from date (herein called "primary term"), and as long thereafter as oil, gas, or 3. The lease shall deliver as royalty, free of cost, to lessor at the wells, or to the fredit of lessor into the pipe line to which lessee may connect its wells, may not to the generation with the production but not limited to distintue and contensule produced and struct the pipe line to which lessee may connect its wells,	
	oil is run into the pipe line or into storage transfer price at the wells in the field or area for oil of like grade and gravity prevailing on the day such 4. The lessee shall pay to issue for gas of whatseever nature or kind (with all of the constituents) produced and gravity prevailing on the day such gasoline or any other product, as rowinty, one-elgith (%) of the market value of such gas at the mouth of the wells and strated by the lessee for the maintfacture of one-eighth (%) of the proceeds of the sole thereof at the mouth of the well or wells are shut in and there is no surrent production of the wells and pay or tender and the wells are shut in and there is no current production of oil or operations on such as the market when gas sold or used and the well or wells are shut in and there is no current production of oil or operations to the architecture of the mouth of the well or wells are shut in and there is no current production of oil or operations when such astrony term herein to keep this tense in force, tesse shall pay or tender a royally of One Dollar (51.00) per year per net royalty and when such astrony burk the row the market when wells are shut in and there is no current production of oil or operations when such astrony burk there and or or botte the anniversary date of this hears or wells are shut in and there is no current production of the such the related there are not negotific to be made. When such as the of this hear or wells are shut in and there is no current production of the such the related the relative the signate. When such astrony the period such wells are shut in and there is no current production of the such the relation to any such as the antiversary date of this hear or the considered line (100 of the royalty or the test. And the period such the fourth the period such wells as the the explication of here yon the date such there is not no mouth of the same when your the the same mouth of the test. The considered with the rowalty or the such the test.	
	5. If drilling operations or mining nouse on solid land by matching his own connections with the well, the use of such gas to be at the lessor's sole risk and expense. 5. If drilling operations or mining operations are not commenced on the leased premises on or before XXXXXX from this date, this lease shall then terminate as to both parties unless lessee on or before the expiration of said period shall pay or tender to lessor, or to the restte from this date, this lease shall then terminate	
	Three Thousand Two Hundred Dollars (s 3200,00), beclandly, the sum of Three Thousand Two Hundred Thereafter, annually, in like manner and upon like sparsels or renders the content of drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like sparsels or renders the content of drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like sparsels or renders the content of a by check or draft of lesse, delivered or mailed to the autionized length and the parimary term. Payments or render the content of be held in default for fullure to mode, have been designated as thorsitory) should fail or liquidate or for my term. Francets on tender of shall not be held in default for fullure to marke such provements on tender of states as thorsitory) should fail or liquidate or for my term. Francets on the fore such shall not be proditer and the partmary term. Francets on the fore such shall not be held in default for fullure to marke such provement or tender of render of render of render of render of neutronic parts of and reason refuse or full to accept render of successor bank or the sect. Francets or mailed to fail or liquidate or for may reason returns or successor bank for any same sect. The above manned or successor bank for any safet reason shall deliver to lessee a proper recordable instrument work, other than surveying or staking the location, is done thereon which has be commended or marked to any other bank or the sect.	
	<sup>6</sup> . If at any time prior to the discovery of oil or gas on this hand and during the primary term of this lease, the lessee shall drill a dry hole or dry holes on amount bereinabove provided by the rental paying date, if any, next nexting after thirry (30) days following the completion of this lease, the lessee shall drill a dry hole or dry holes on around bereinabove provided by the rental paying date, if any, next nexting after thirry (30) days following the completion of the manner and in the rental paying date, if any, next nexting after thirry (30) days following the completion of the dry hole, or if there are and in the trained at the rest nexting the rental paying date, commence such further operations before the expiration of the primary term. The completion of the dry hole, or if there be no such there hole by the state data state there are and in the trained at the rest of the scale data state the trained at the rest and in the trained at the rest and in the trained at the rest and the rest and the next term.	
	8. The lessee shall have the right to use, free of cast gas, of and water for interest so acquired. lessor. When required by lessor, the lessee shall bury its pipe times below plow depth and shall pay for damage caused by lessor, the lessee shall bury its pipe from now on said and for its operations thereon, except water from the wells of the and. No well shall be driled nearer than 200 feet to the house or barn now on said premises without written consent of the lessee shall bury its presention of the lesser shall bury its prevention of the house or barn now on said premises without written consent of the lessor. Lessee shall bary the right at right to draw and remove all merchane on bury fatures, houses, houses, houses, houses, houses, houses, houses, including the condition. Where any alterations or changes were due to optimation to do so, nor shall bessee be under any obligation to restore the surface to its organism.	
	<sup>35</sup> . The rights of there party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, devisees, executors, administrutors, successors and assigns. However, no change or division in ownership of the lands, rentals, or royallees shall entarge the obligations or dimnish the rights enter shall entrument of conversing and under this tease shall entarge the obligations or dimnish the rights the original control of the fesse. No change of ownership in the lands, rentals, royalles or any star due under this lease shall entarge the obligations or dimnish the rights the original convolution of the royal the evolution of the proses. No change of ownership in the lands, rentals, royalles or any star due under this lease shall entarge the obligations or dimnish the rights thereof, or certified copy of the will of any deceased owner, whichever is appropriate, fogether with eal norghnic recorded instruments of convegance or duy certified copy thereof or a duy certified copy of the will of any deceased owner, whichever is appropriate, fogether with evisees, administratoric of and all and all entruments of convegance or duy certified copies thereof or a duy certified copy of the will of any deceased owner, whichever is appropriate, fogether with evisees, administratoric of any deceased owner, whichever is appropriate, fogether with devisees, administratoric of revises, administratoric of any deceased owner, whichever is appropriate, fogether with devisees, administratorics, executors, of relays and lessor. In the event this less shall be shall as to a part or as to any and all direct or indirect assigned shall on the relates in the feast to a fund documents of the proventions. Assumes the advince part of here, and all advince parted or a duy essent or an of the phote shall be advince or duy centers. Assumes as in the event this less shall be existend as to a part or as to parts of the obvince as to any such part or parts of the proventions. For the state of a stand upon which th	
	10. If the leased premises are now or shall hereafter be evened in severalty or in separate fracts, the premises may nevertheless be developed and operated owner bears to the all royalties accruing methods around and to such separate owners in the premises may nevertheless be developed and operated owner bears to the entire lases accruing method by sale, descent on the part of the lease to offset wells on separate tracts into which the fand by each separate lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate receiving on measuring this and covered by this the any now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate receiving or measuring this or devices. The case may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate receiving or measuring this or devices.	
	2. Notwithstanding anything in this lease contained to the contrary. It is expressly approving to the discharge of any such mottgage, tax or other lien, 2. Notwithstanding anything in this lease contained to the contrary. It is expressly agreed that if lesses shall commence to drill a well or commence re- ons are prosecuted and. If production results therefrom, then as bong as production continues.	
	by placing same of record in the propertion time to time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or must and liabilities thereafter accruing routry. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all pay- reduced in the proportion that the acreage covered hereby is reduced by each shall case and determine and any rentals thereafter paid shall be of this less family continue and remain in full force and effect for all purposes. 14. All provisions hereafter across the acrease covered hereby is reduced by each such release, but as to the portion of the acreage not released the terms and provisions 14. All provisions hereafter across the acrease and provisions	
	of all governmental agencies administring the sume, and this lease the all detend and state laws and the orders, rules or regulations (and interpretations thereof) for failure to comply with any of the express or implied provisions hereof it such tailure to the state any of the express or implied provisions hereof it such tailure to the way, orders, rules or regulations (or interpretations thereof). If essee should be reveated during the fast six months of the primary term hereof from drilling a well hereunder by the order of any constituted autority having jurisdiction therever, or if lease should be unable during such tailure to control with any such having orders, rules or regulations (or interpretations thereof) having jurisdiction therever, or if lease should be unable during such tail term dereid from drilling a well hereunder by the order of any constituted autority having jurisdiction therever, the primary term of this lease should be unable during such tail termed to drilling a drilling a drilling a vallable on account of any cause, the primary term of this lease should be unable during such tail thereaded the tail a such the thereaded during thereof to drill a well hereunder due to equipment necessary in the drilling thereof able.	
	covering the leased premises or any portion or portions threed, as to till strate or any stratem or after production is obtained, to form or reform a unit or units stratem or strate, with any other lands as to all strate or any stratem or strate, with any other lands as to all strate or any stratem or strate, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres (plus such loferance as may be appropriate by reason of oversize legal subdivisions), or for the production primarily of gas with or without distillate as may be appropriate by reason of oversize legal subdivisions); provided that if any corrented with any other strate more than 640 acres (plus such loferance as may be appropriate by reason of oversize legal subdivisions); provided that if any corrented with or without distillate as strate provinged that if any corrented to a more a strate as may be used needed or allocate a producting nilowable based on acreage on acreage on acreage on acreage as may be used in such allocate by reason of oversize legal subdivisions); provided that if any governmental regulation shall prescribe acreage as may be used in such allocate a producting nilowable based on acreage on acreage on acreage on acreage and the more than do acreated or as may be used in such allocate a producting nilowable. Loss ended that if each governmental regulation shall prescribe are acreaded to acreate a number of allowable. Loss ended that a down are nuch additional area acreaded or as may be used in such allocation or allowable. Loss ended, the active the county in which, the leased premates a nuch additional area acreated acreaded ac	
	pose as if it were over thin the teased premises whether or not the well or wells are located thereon. The entre are used as it gue operations were upon bather are covered by and included in this lease except that the royary on production from the unit shall be treated for all pur- lating the amount of any rentals or shut in gas royattles, only that her royary on production from the unit shall be as below provided, and except that in calcu- in respect to production from the unit, lessee shall pay lessor, in lieu of other royattles thereon, only such propertion of the royattles stipulated herein as the amount of his acreage placed in the unit, lessee shall pay lessor, in lieu of other royattles thereon, only such proportion of the royattles stipulated herein as the amount of his acreage placed in the unit, resee shall pay lessor, in lieu of other royattles thereon, only such propertion of the royattles stipulated herein as the amount of his acreage in the unit, resee shall pay lessor, in lieu of other royattles thereon, only such propertion of the royattles stipulated herein as the amount of his acreage in the unit, ar his royatty interest therein on an acreage basis bears to the total acreage in the unit. I.G. Should any one or more of the partee above mened as lessor fail to execute this lease. It shall nevertheless he hindling upon and upon and the mate and "lessor". The word "lessor" in the locue mened as lessor fail to execute this lease. It shall nevertheless he hindling upon and upon and the partes above mened as lessor fail to execute this lease. It shall nevertheless he hindling upon and upon the mate and the asterior.	
·	IN WITNESS WHEREOF, we sign the day and year first above written.	
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- -	corporation, on behalf of the My commission expires	STATE OF COUNTY OF The foregoing instrument wa	OIL AND GAS LEASE	My commission	STATE OF COUNTY OF The foregoing instrument w	COUNTY OF The foregoing ir by	STATE OF COUNTY C	My commission expires		COUNTY OF _	VTE OI	My commission expires	The foregoing instrument w	CONNEVO
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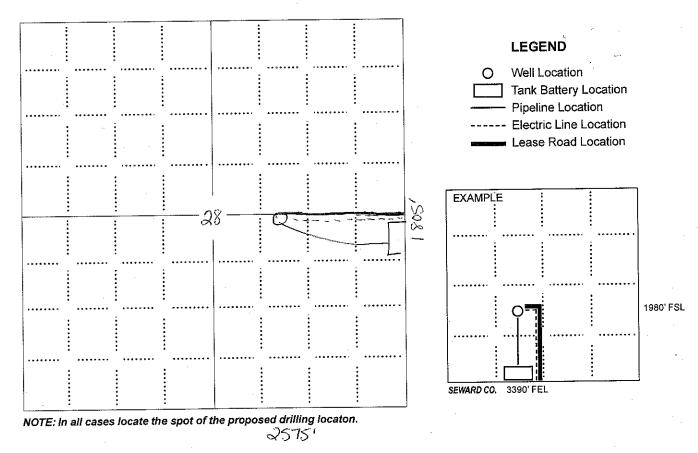
# IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator: Downing Nelson Oil Company, Inc.	Location of Well: County: Thomas
Lease: Bixenman	2,575feet from N / X S Line of Section
Well Number: 1-28	1,805 feet from X E / W Line of Section
Field: Wildcat	Sec. 28 Twp. 9 S. R. 31 E X W
Number of Acres attributable to well: 40 QTR/QTR/QTR/QTR of acreage: <u>NW - NE - NW - SE</u>	Is Section: 🔀 Regular or 🔲 Irregular
	If Section is Irregular, locate well from nearest corner boundary. Section corner used:NENWSESW

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.



### 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).
- 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.