

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

1194655

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:
month day year	Sec Twp S. R
DPERATOR: License#	(0/0/0/0) feet from N / S Line of Section
Name:	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)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: I II
	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name: Original Total Depth:	Frojected Total Deptin Formation at Total Depth:
Original Completion Bate Original Total Beptil	Water Source for Drilling Operations:
irectional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	( <b>Note:</b> Apply for Permit with DWR )
(CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
AFF	
	IDAVIT
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For KCC Use ONLY	
API # 15	

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

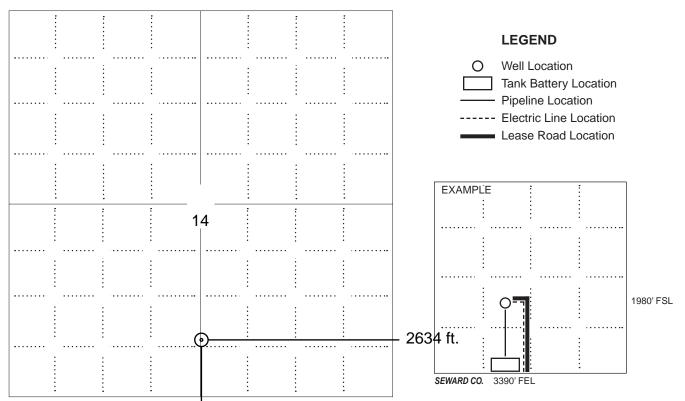
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:		
Lease:	feet from N / S Line of Section		
Well Number:	feet from E / W Line of Section		
Field:	SecTwpS. 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.

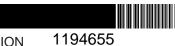


NOTE: In all cases locate the spot of the proposed drilling locaton.

### 780 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

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  Haul-Off Pit  (If WP Supply API No. or Year Drilled)  Is the pit located in a Sensitive Ground Water A	Pit is:  Proposed Existing  If Existing, date constructed:  Pit capacity:  (bbls)  Area? Yes No		SecTwp R East WestFeet from North / South Line of Section Feet from East / West Line of Section County Chloride concentration: mg/l mg/l mg/l reference from reference from mg/l mg/l mg/l reference from reference from mg/l reference from reference from mg/l reference from		
Is the bottom below ground level?  Yes No	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fee				
If the pit is lined give a brief description of the li material, thickness and installation procedure.			dures for periodic maintenance and determining acluding any special monitoring.		
Distance to nearest water well within one-mile of	of pit:	Depth to shallowest fresh water feet. Source of information:			
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 spilled fluids to		Type of materia	over and Haul-Off Pits ONLY:  all utilized in drilling/workover:  king pits to be utilized:  procedure:		
flow into the pit? Yes No Drill pits must be closed within 365 days of spud date.  Submitted Electronically					
KCC OFFICE USE ONLY Liner Steel Pit RFAC RFAS					
Date Received: Permit Num	ber:	Permi	t Date: Lease Inspection: Yes No		



1194655

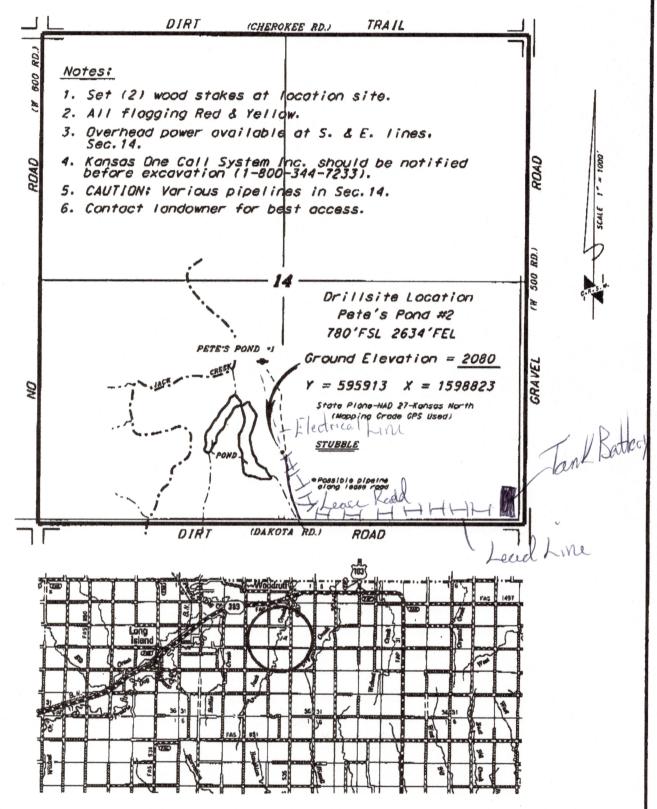
Form KSONA-1
January 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

# 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 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	_ Well Location:
Name:	
Address 1:	
Address 2:	Lease Name: Well #:
City: State: Zip:+	_ If filing a Form T-1 for multiple wells on a lease, enter the legal description or
Contact Person:	the lease helow:
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 preparty toy records of the county traceurer
City:	_
the KCC with a plat showing the predicted locations of lease roads, to	thodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat d on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
<ul> <li>□ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be CP-1 that I am filing in connection with this form; 2) if the form form; and 3) my operator name, address, phone number, fax</li> <li>□ I have not provided this information to the surface owner(s). KCC will be required to send this information to the surface</li> </ul>	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and
If choosing the second option, submit payment of the \$30.00 handli form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ing fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
Submitted Electronically	
I	



Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 640 occess.

April 9. 2014

Approximate decision (thus were determined using the normal aranders of derived in interesting in the state of Ransas. The section commers, which establish the emerges section (lines, were not mecessarily located, and the exact location of the difficultie location in the section is not quaranteed. Theirighest the operator sequing this service and accepting this plot and all other parties relying thereign agree to had Central damage (lifelity Services, Inc. ) afficiers and employee harmless from all losses, costs and expenses and sold entitles released from any liability from Indianteria in consequential damages.

# 800K389

-27-

THIS AGREEMENT, Made and entered into this

by and between Harvey M. and Iona K. Ransdell, Husband & Wife

whose mailing address is 12048 726 Rd, Wilcox, NE 68982 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: County of Phillips, State of Kansas, and described as follows to-wit:

THE SOUTHWEST QUARTER (SW/4) AND A TRACT OF LAND IN THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-THREE (23), SECTION FOURTEEN (14) CONTAINING 11 ACRES, MORE OR LESS; THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-THREE (23),

In Township 1 South, Range 19 West, and containing 331 acres, more or less, and all accretions thereto.

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

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 sessee 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 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, term of this lease or any extension thereof, the lessee shall have the right to drill such well to complete within the term of years first mentioned. 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

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 or 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. Witnesses:

Harvey M Ransdell X. Harvey M Ransdell, a/k/a Harvey Ransdell

STATE OF Nebraska

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 day of day of the within and foregoing instrument and acknowledged to the the same as his/her 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

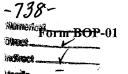
STATE OF KANSAS PHILLIPS COUNTY

Filed for record on the\_ June A.D., 2010 at 1:15 P. M., and duly recorded in Book 389 page 27 Kobert Keesee

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

88,00, \$6.00 + \$2.00=

ANWISO



# 300K 388

### OIL AND GAS LEASE

		•	_		
THIS AGREEMENT, Made and entered into this	2	_day of	乂	UNC	, 2010

by and between Don D. Jessup, A Single Person,

whose mailing address is 7542 Birmingham Forest Dr., Frisco, Texas 75034 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 carring 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 NORTHWEST QUARTER (NW/4) OF SECTION THIRTEEN (13); THE EAST HALF (E/2) OF SECTION FOURTEEN (14); THE NORTHEAST QUARTER (NE/4) AND THE SOUTHWEST QUARTER (SW/4) AND THE EAST HALF (E/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION FIFTEEN (15); THE SOUTHEAST QUARTER (SE/4) OF SECTION SIXTEEN (16),

In Township 1 South, Range 19 West, and containing 1,040 acres, more or less, and all accretions thereto.

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 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.

<b>.</b>	* *.		F	p	
IN WITNESS WHEREOF, the un	dersigned execute this instrument as t	the day and year first ab	ove written.		
Witnesses:	war and a second of the second			+ ÷	
	1				
X. Don D. Jessup, a/k/a Donald D. Jessup	o, a/k/a Don Jessup				
	)				
STATE OF TEXAS					
	and the second s		For a	an acknowledgment in an ir	adividual capacity:
COUNTY OF DEMTON					
Pafara ma the undersigned a Net	ary Public, within and for said county		day of JUNE	2012	
Before me, the undersigned, a Not	ary Public, within and for said county	and state, on the	_ day of OINE	<b>2010</b> , p	personally appeared
Donald D. J.	OLGIN	to me perconal	w known to be the ident	ical person who executed the	within and
oregoing instrument and acknowledged to me	that he/site executed the same as his/	her own free and volunt	arv act and deed for the	uses and nurnoses therein se	t forth
IN WITNESS WHEREOF, I have	hereunto set my hand and official sea	I the day and year last a	bove written.		
				/	
My commission expires					_ عروا
	SOTARY PURE	•			Notary Public
		ROYSTER 51	TATE OF KANSAS	1	
		ssion Exbues 7 T		} SS	
	September	er 25, 2011 🎇 🏳	<b>4ILLIPS COUNTY</b>	J :	
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- ** : 'Wa G A W : 19-			jed for record on th	a may oi	

\$6,00+92.00=98,00

June A.D., 2010 at

duly recorded in Book 388 page 7.

REGISTER OF DEEDS

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

Shari Feist Albrecht, Chair Jay Scott Emler, Commissioner Pat Apple, Commissioner

April 23, 2014

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

Re: Drilling Pit Application Pete's Pond 2 SE/4 Sec.14-01S-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 <u>without slots</u>, 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 within 72 hours of completion of drilling operations. 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.