



# TEMPORARY ABANDONMENT WELL APPLICATION

OPERATOR: License# \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address 1: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: ( \_\_\_\_\_ ) \_\_\_\_\_  
 Contact Person Email: \_\_\_\_\_  
 Field Contact Person: \_\_\_\_\_  
 Field Contact Person Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

API No. 15- \_\_\_\_\_  
 Spot Description: \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W  
 \_\_\_\_\_ feet from  N /  S Line of Section  
 \_\_\_\_\_ feet from  E /  W Line of Section  
 GPS Location: Lat: \_\_\_\_\_, Long: \_\_\_\_\_  
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)  
 Datum:  NAD27  NAD83  WGS84  
 County: \_\_\_\_\_ Elevation: \_\_\_\_\_  GL  KB  
 Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_  
 Well Type: (check one)  Oil  Gas  OG  WSW  Other: \_\_\_\_\_  
 SWD Permit #: \_\_\_\_\_  ENHR Permit #: \_\_\_\_\_  
 Gas Storage Permit #: \_\_\_\_\_  
 Spud Date: \_\_\_\_\_ Date Shut-In: \_\_\_\_\_

	Conductor	Surface	Production	Intermediate	Liner	Tubing
Size						
Setting Depth						
Amount of Cement						
Top of Cement						
Bottom of Cement						

Casing Fluid Level from Surface: \_\_\_\_\_ How Determined? \_\_\_\_\_ Date: \_\_\_\_\_

Casing Squeeze(s): \_\_\_\_\_ to \_\_\_\_\_ w / \_\_\_\_\_ sacks of cement, \_\_\_\_\_ to \_\_\_\_\_ w / \_\_\_\_\_ sacks of cement. Date: \_\_\_\_\_  
(top) (bottom) (top) (bottom)

Do you have a valid Oil & Gas Lease?  Yes  No

Depth and Type:  Junk in Hole at \_\_\_\_\_  Tools in Hole at \_\_\_\_\_ Casing Leaks:  Yes  No Depth of casing leak(s): \_\_\_\_\_  
(depth) (depth)

Type Completion:  ALT. I  ALT. II Depth of:  DV Tool: \_\_\_\_\_ w / \_\_\_\_\_ sacks of cement  Port Collar: \_\_\_\_\_ w / \_\_\_\_\_ sack of cement  
(depth) (depth)

Packer Type: \_\_\_\_\_ Size: \_\_\_\_\_ Inch Set at: \_\_\_\_\_ Feet

Total Depth: \_\_\_\_\_ Plug Back Depth: \_\_\_\_\_ Plug Back Method: \_\_\_\_\_

**Geological Data:**

Formation Name	Formation Top	Formation Base	Completion Information
1. _____	At: _____	to _____ Feet	Perforation Interval _____ to _____ Feet or Open Hole Interval _____ to _____ Feet
2. _____	At: _____	to _____ Feet	Perforation Interval _____ to _____ Feet or Open Hole Interval _____ to _____ Feet

~~UNDER PENALTY OF PERJURY I HEREBY ATTEST THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE~~

Submitted Electronically

<b>Do NOT Write in This Space - KCC USE ONLY</b>	Date Tested: _____	Results: _____	Date Plugged: _____	Date Repaired: _____	Date Put Back in Service: _____
	Review Completed by: _____ Comments: _____				
TA Approved: <input type="checkbox"/> Yes <input type="checkbox"/> Denied Date: _____					

**Mail to the Appropriate KCC Conservation Office:**

	KCC District Office #1 - 210 E. Frontview, Suite A, Dodge City, KS 67801	Phone 620.225.8888
	KCC District Office #2 / UPGS - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226	Phone 316.630.4000
	KCC District Office #3 - 1500 SW Seventh Steet, Chanute, KS 66720	Phone 620.432.2300
	KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651	Phone 785.625.0550

# G

# M 75 77

FORM 88 — (PRODUCER'S SPECIAL) (PAID-UP)

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

63U (Rev. 1993)

## OIL AND GAS LEASE

AGREEMENT, Made and entered into the 15th day of August, 2011

by and between Wilbur D. Peck and Clova J. Peck, Trustees  
the Wilbur D. Peck and Clova J. Peck Revocable Living Trust dated 7-29-1992

whose mailing address is 302 East 1st Luray, Kansas 67649 hereinafter called Lessor (whether one or more),  
and J. Fred Hambright Inc. 125 N. Market, #1415 Wichita, Kansas 67202

hereinafter called Lessee:

Lessor, in consideration of One and More Dollars (\$ One (1.00)) 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 lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing 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 County of Osborne State of Kansas described as follows to-wit:

Township 9 South, Range 13 West  
Section 35: S/2SW/4, NE/4SW/4

In Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_, and containing 120 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 other 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 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, 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 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 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 to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this 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 and 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment 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 a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

Conservation Division  
District Office No. 4  
2301 E. 13th Street  
Hays, KS 67601-2651



Phone: 785-625-0550  
Fax: 785-625-0564  
<http://kcc.ks.gov/>

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

Sam Brownback, Governor

July 30, 2014

Levi Koehn  
Bruce Oil Company, L.L.C.  
1704 LIMESTONE RD  
MCPHERSON, KS 67460-6500

Re: Temporary Abandonment  
API 15-141-20447-00-00  
Peck 1  
SE/4 Sec.35-09S-13W  
Osborne County, Kansas

Dear Levi Koehn:

Your application for Temporary Abandonment (TA) of the above-listed well is denied for the following reasons(s):

**Lack of Lease**

In accordance with K.A.R. 82-3-111, this well must be plugged or returned to service by August 29, 2014.

Sincerely,

RICHARD WILLIAMS