





1242954

**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: \_\_\_\_\_

Lease: \_\_\_\_\_

Well Number: \_\_\_\_\_

Field: \_\_\_\_\_

Number of Acres attributable to well: \_\_\_\_\_

QTR/QTR/QTR/QTR of acreage: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Location of Well: County: \_\_\_\_\_

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W

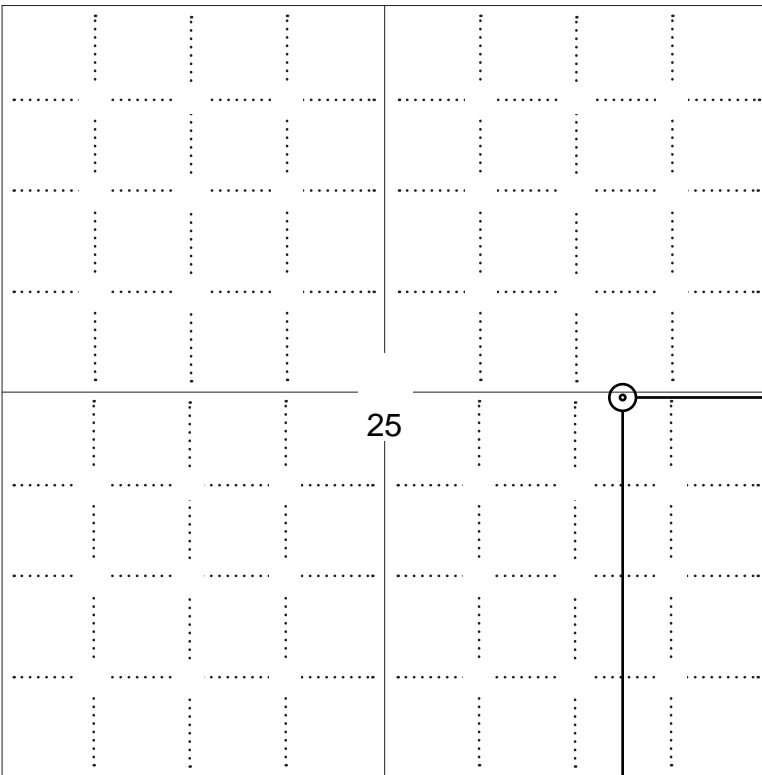
Is Section:  Regular or  Irregular

**If Section is Irregular, locate well from nearest corner boundary.**

Section corner used:  NE  NW  SE  SW

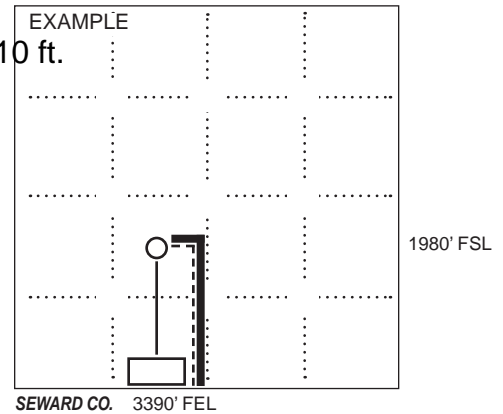
### PLAT

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.



### LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



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

2598 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 1242954  
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: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?			
Pit dimensions (all but working pits):    _____ Length (feet)    _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet    Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR	
<b>Emergency, Settling and Burn Pits ONLY:</b> 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 flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
<p><b>Submitted Electronically</b></p>			

<b>KCC OFFICE USE ONLY</b>			
Date Received: _____		Permit Number: _____	
Permit Date: _____		Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Liner <input type="checkbox"/> Steel Pit <input type="checkbox"/> RFAC <input type="checkbox"/> RFAS	



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

Well Location:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West  
County: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*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 must provide the name and address of the surface owner by filling out the top section of this form and 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.*

I Submitted Electronically

I

**L.D. DRILLING, INC.**  
**R & B LEASE**  
**SE. 1/4, SECTION 25, T21S, R14W**  
**STAFFORD COUNTY, KANSAS**

**Directions:**

From the intersection of Highway 281 and Highway 19, go 3.0 miles West on Highway 19, then go 2.0 miles North on a county road to the SE corner of Section 25, then go 0.49 miles North to a flagged pole on the west edge of road, then go 0.19 miles West to location.

GRAVEL ROAD (NW. 170TH ST.) ROAD

**Notes:**

1. Set (2) wood stakes at location site.
2. All flagging Red & Yellow.
3. Overhead power available at E. & W. lines and E. 1/4 of N. line and W. 1/4 of S. line. Sec. 25.
4. Kansas One Call System Inc. should be notified before excavation (1-800-344-7233).
5. CAUTION; Various pipelines in Sec. 25.
6. Contact landowner for best access.
7. Location fell 42' NE. of a pivot system wheel track and approximately 2' outside of the system, set alternate 25' east. The end of system is estimated, contact tenant to verify location.

Drillsite Location  
 R & B Unit #1-25  
 2598'FSL 1035'FEL

Ground Elevation = 1917

Y = 556950 X = 1912070

State Plane-NAD 27-Kansas South  
 (Mapping Grade GPS Used)

Latitude 38.195901

Longitude -98.806331

NGS 84-NAD 83

**\*Alternate Location**

(25' east of Loc.)

2598'FSL 1010'FEL

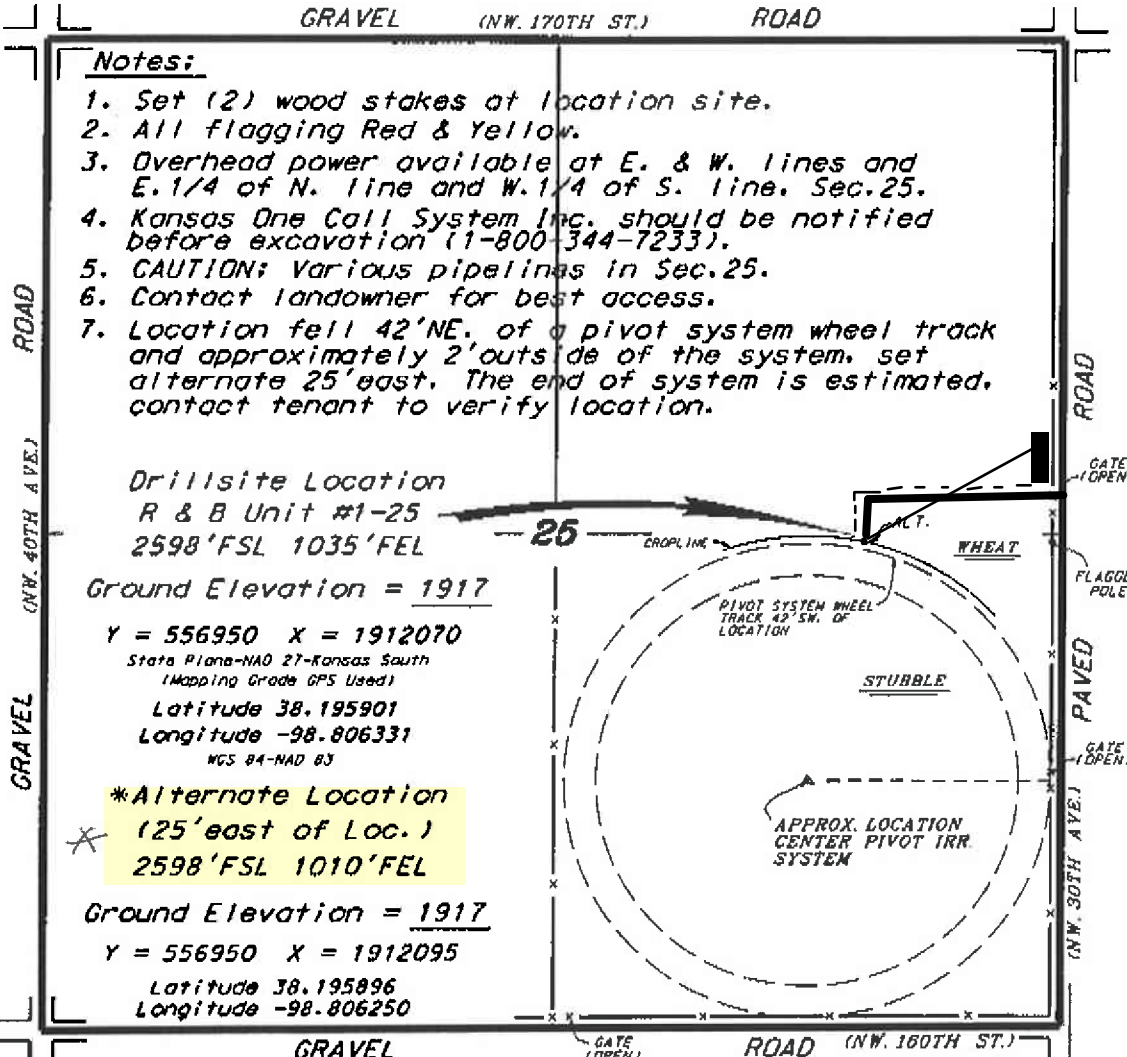
Ground Elevation = 1917

Y = 556950 X = 1912095

Latitude 38.195896

Longitude -98.806250

GRAVEL ROAD (NW. 160TH ST.) ROAD



\*Ingress and egress to location as shown on this plot is per usage only and may not be legally opened for public use. Contact landowner, tenant and county road department for access.



\* Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 640 acres.  
 \* Approximate section lines were determined using the normal standard of care of oilfield surveyors practicing in the state of Kansas. The section corners, which establish the precise section lines, were not necessarily located, and the exact location of the drillsite location in the section is not guaranteed. Therefore, the advisor securing this service and accepting this plot and all other parties relying thereon agree to hold Central Kansas Oilfield Services, Inc., its officers and employees harmless from all losses, costs and expenses and legal entities released from any liability from incidental or consequential damages.  
 \* Elevations derived from National Geodetic Vertical Datum.

February 13, 2015

**EXTENSION OF OIL AND GAS LEASE**

WHEREAS, L. D. DAVIS, is the owner and holder of an oil and gas lease on the following described land in Stafford County, Kansas:

Northeast Quarter (NE/4) of Section Twenty-five (25), Township Twenty-one (21) South, Range Fourteen (14) West,

and recorded October 12, 2012, in Book 233, page 383 of the records of said County; and,

WHEREAS, said lease expires in the absence of drilling operations on October 1, 2014, and the said owner and holder desires to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, do hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of six (6) months from October 1, 2014, or until April 1, 2015, and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

IN WITNESS WHEREOF, this instrument is signed on this the 27 day of September, 2014.

  
Bruce L. Peters

  
Elizabeth D. Peters

STATE OF KANSAS, COUNTY OF SEDGWICK, ss:

BE IT REMEMBERED that on this 27<sup>th</sup> day of September, 2014, before me, the undersigned, a notary public in and for the County and State aforesaid, came Bruce L. Peters and Elizabeth D. Peters, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

My appointment expires:



  
Notary Public



**OIL AND GAS LEASE**

THIS AGREEMENT, Entered into this the 1st day of October 2012

between: Bruce L. Peters and Elizabeth D. Peters, his wife

141 N. Chelmsford Ct.  
Wichita, Kansas 67230

and L. D. Davis, 7 SW 26th Avenue, Great Bend, Kansas 67530  
witness hereinafter called lessor, hereinafter called lessee, does

1. That lessor, for and in consideration of Ten (\$10.00) and more DOLLARS, in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased and let and by these presents does hereby grant, lease and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the land covered hereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating, for producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures, the use of such substances, and for constructing roads, land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors into the subsurface strata, and for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors into the subsurface strata, said tract of land being situated in the County of Kansas and North District of Stallion described as follows:

Northeast Quarter (NE/4) of Section Twenty-five (25), Township Twenty-one (21) South, Range Fourteen (14) West

containing 160 acres more or less.

2. This lease shall remain in force for a term of Two (2) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.  
3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal ~~proportion~~ one-sixth (1/6th) of the proceeds received by the lessee from the sale of oil, gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to the delay rental provided in paragraph 3 hereof, and while said shut-in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

4. The lessee shall pay to the lessor, as a royalty, ~~one-sixth (1/6th)~~ one-sixth (1/6th) of the proceeds received by the lessee from the sale of oil, gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to the delay rental provided in paragraph 3 hereof, and while said shut-in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion, and rentals hereunder shall be increased at the next succeeding rental anniversary after written notice of such reversion by lessor to lessee, provided said notice is received by lessee at least 30 days prior to any such rental anniversary.

7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. 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 have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. 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 the heirs, devisees, executors, administrators, successors and assigns, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or a certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties and rentals accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent, or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.


11. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

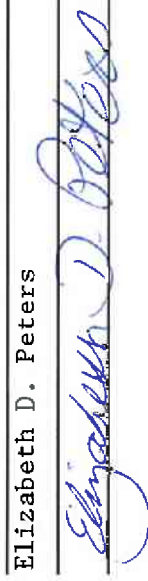
12. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof) if lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended, but the lessee shall pay delay rentals herein provided during such extended time.

13. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases 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 such minerals in and under said land, such pooling to be in 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 and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units 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 any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. 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 net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

See Exhibit "A" attached hereto and made a part hereof by reference.

  
Bruce L. Peters

  
Elizabeth D. Peters

Lu Ann Bristar  
Register of Deeds  
Stafford County, KS

Book: 233 Page: 383

Receipt #: 13996  
Pages Recorded: 3  
Total Fees: \$16.00  
Date Recorded: 10/12/2012 10:09:14 AM

STATE OF Kansas ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

ss.

COUNTY OF Sedgwick

Before me, the undersigned, a Notary Public, within and for said county and state, on this            day of October, 2012, personally appeared Bruce L. Peters and Elizabeth D. Peters, his wife.

to me personally known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their 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 9-23-16

Rebecca Cooper  
Notary Public



ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

STATE OF Ks.

COUNTY OF Bartlesville

Before me, the undersigned, a Notary Public, within and for said county and state, on this            day of           ,           , personally appeared            and           

to me personally known to be the identical person            who executed the within and foregoing instrument and acknowledged to me that            executed the same as            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           

            
Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF            ss.

COUNTY OF           

On this            day of           , A.D.,           , before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared            to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its            President and acknowledged to me that            executed the same as            free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires           

            
Notary Public

Book: 233 Page: 384

No.            TO            FROM           

Date            Section            Twp.            Rge.            Term            No. of Acres            County            STATE OF            County of           

This instrument was filed for record on the            day of            at            o'clock            M., and duly recorded in Book            Page            of the records of this office.

By            Register of Deeds

When recorded, return to           

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

STATE OF            ss.

COUNTY OF           

Before me, the undersigned, a Notary Public, within and for said county and state, on this            day of           ,           , personally appeared            and           

to me personally known to be the identical person            who executed the within and foregoing instrument and acknowledged to me that            executed the same as            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           

            
Notary Public



EXHIBIT "A"

15. The operation of the lease by lessee shall be done in a manner which will cause as little interference with farming operations on said land as possible, including, but not specifically limited to, the operation of a pivotal irrigation sprinkler system. Any equipment required for production of oil or gas will be placed on the land with the height of such equipment at a level which will permit the circular sprinkler system to operate on said land without interference and without the use of earthen or metal ramps; all tank batteries shall be located in a corner of the land outside the path of the irrigation system; lessee agrees to utilize low profile pumping units on all wells on the land which will not interfere with the overhead passage of the irrigation system.

EXTENSION OF OIL AND GAS LEASE

WHEREAS, L. D. DAVIS, is the owner and holder of an oil and gas lease on the following described land in Stafford County, Kansas:


Southeast Quarter (SE/4) of Section Twenty-five (25), Township Twenty-one (21) South, Range Fourteen (14) West,

and recorded October 12, 2012, in Book 233, page 386 of the records of said County; and,

WHEREAS, said lease expires in the absence of drilling operations on October 1, 2014, and the said owner and holder desires to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for herself, her heirs, executors, administrators and assigns, does hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of six (6) months from October 1, 2014, or until April 1, 2015, and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.


IN WITNESS WHEREOF, this instrument is signed on this the <sup>01<sup>st</sup></sup> 30<sup>th</sup> day of September, 2014.

  
Ruth Soeken Peters, as Trustee of the Peters Management Trust dated May 4, 2000

STATE OF KANSAS, COUNTY OF BARTON, ss:

BE IT REMEMBERED that on this <sup>01<sup>st</sup></sup> 30<sup>th</sup> day of September, 2014, before me, the undersigned, a notary public in and for the County and State aforesaid, came Ruth Soeken Peters, as Trustee of the Peters Management Trust dated May 4, 2000, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

  
Linda Pearson  
Notary Public

My appointment expires: 7-20-16







STATE OF Kansas ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

ss.

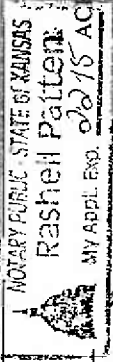
COUNTY OF Barton

Before me, the undersigned, a Notary Public, within and for said county and state, on this 2nd day of October, 2012, personally appeared and Ruth Soeken Peters, as Trustee of the Peters Management Trust dated May 4, 2000,

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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 2-2-15 Rashell Patten Notary Public



STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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 \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_ to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its \_\_\_\_\_ President and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires \_\_\_\_\_ Notary Public

Book: 233 Page: 387

No. \_\_\_\_\_

FROM \_\_\_\_\_ TO \_\_\_\_\_

Date \_\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_

County \_\_\_\_\_

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the records of this office.

Register of Deeds \_\_\_\_\_

By \_\_\_\_\_

When recorded, return to \_\_\_\_\_

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_ ss.

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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 \_\_\_\_\_ Notary Public



EXHIBIT "A"

15. The operation of the lease by lessee shall be done in a manner which will cause as little interference with farming operations on said land as possible, including, but not specifically limited to, the operation of a pivotal irrigation sprinkler system. Any equipment required for production of oil or gas will be placed on the land with the height of such equipment at a level which will permit the circular sprinkler system to operate on said land without interference and without the use of earthen or metal ramps; all tank batteries shall be located in a corner of the land outside the path of the irrigation system; lessee agrees to utilize low profile pumping units on all wells on the land which will not interfere with the overhead passage of the irrigation system.

Conservation Division  
266 N. Main St., Ste. 220  
Wichita, KS 67202-1513



Phone: 316-337-6200  
Fax: 316-337-6211  
<http://kcc.ks.gov/>

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

Sam Brownback, Governor

February 23, 2015

L. D. DAVIS  
L. D. Drilling, Inc.  
7 SW 26TH AVE  
GREAT BEND, KS 67530-6525

Re: Drilling Pit Application  
R & B UNIT 1-25  
SE/4 Sec.25-21S-14W  
Stafford County, Kansas

Dear L. D. DAVIS:

District staff has inspected the location and has determined that an unsealed condition will present a pollution threat to water resources.

District staff has instructed that no earthen pits are to be used at this location. Steel pits are to be used. Please inform the Commission in writing as to which disposal well you utilized to dispose of the contents in the steel pits and the amount of fluid that was disposed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, within 30 days of fluid removal.

Should a haul-off pit be necessary please file form CDP-1 (April 2004), Application for Surface Pit, through KOLAR. This location will have to be inspected prior to approval of the haul-off pit application.

## HAUL-OFF PIT APPLICATION FILING REQUIREMENTS

### **82-3-607.**

### **DISPOSAL OF DIKE AND PIT CONTENTS.**

(a)  
pit

Each operator shall perform one of the following when disposing of dike or contents:

- (1) Remove the liquid contents to a disposal well or other oil and gas operation approved by the commission or to road maintenance or construction locations approved by the department;
- (2) dispose of reserve pit waste down the annular space of a well completed according to the alternate I requirements of K.A.R. 82-3-106, if the waste to be disposed of was generated during the drilling and completion of the well;

or

- (3) dispose of the remaining solid contents in any manner required by the commission. The requirements may include any of the following:
  - (A) Burial in place, in accordance with the grading and restoration requirements in K.A.R. 82-3-602 (f);
  - (B) removal and placement of the contents in an on-site disposal area approved by the commission;
  - (C) removal and placement of the contents in an off-site disposal area

on

lease

from

acreage owned by the same landowner or to another producing or unit operated by the same operator, if prior written permission from the landowner has been obtained; or

approved (D) removal of the contents to a permitted off-site disposal area  
by the department.

(b) Each violation of this regulation shall be punishable by the following:

- (1) A \$1,000 penalty for the first violation;
- (2) a \$2,500 penalty for the second violation; and
- (3) a \$5,000 penalty and an operator license review for the third violation.

**File Haul-Off Pit Application in KOLAR. Review the information below and attach all required documents to the pit application when submitting through KOLAR. This form will automatically generate and fill in from questions asked in KOLAR.**

Haul-off pit will be located in an on-site disposal area: \_\_\_Yes \_\_\_No

Haul-off pit is located in an off-site disposal area on acreage owned by the same landowner: \_\_\_Yes \_\_\_No If yes, written permission from the land owner must be obtained. Attach written permission to haul-off pit application.

Haul-off pit is located in an off-site disposal area on another **producing** lease or unit operated by the same operator: \_\_\_Yes \_\_\_No If yes, written permission from the land owner must be obtained. Attach permission and a copy of the lease assignment that covers the acreage where the haul-off pit is to be located, to the haul-off pit application.