1362620

Form CP-111

March 2017

Form must be Typed

Form must be signed

TEMPORARY ABANDONMENT WELL APPLICATION

Form must be signed All blanks must be complete

OPERATOR: License#		API No. 15																		
Name:				Spot Description:																
Address 1:					Sec	c Twp	S. R		E W											
Address 2:					feet from N / S Line of Section															
City: State: Zip:				GPS Location: Lat:																
										,					Spud Date: Date Shut-In:					
												T		Opud Bate.		Dute 0				
											Conductor	Surface	Pro	oduction	Intermedia	te Li	iner	Tubing	J	
										Size										
										Setting Depth										
Amount of Cement																				
Top of Cement																				
Bottom of Cement																				
Depth and Type:	ALT. II Depth o	of: DV Tool:(depth)	w / Inch	sack	s of cement	Port Collar:(depth _ Feet			of cement											
Geological Date:																				
Formation Name	ion Name Formation Top Formation Base			Completion Information																
1	At:	to Feet	Perfo	ration Interval	to	Feet or Open H	ole Interval	to	Feet											
2	At:	to Feet	Perfo	ration Interval	to	Feet or Open H	ole Interval	to	Feet											
HINDER DENALTY OF REE	IIIDV I LIEDEDV ATTE			ctronicall		ID COBBECT TO TI	TE DECT OF M	V IZBIONA/I E	IDCE											
Do NOT Write in This Space - KCC USE ONLY	Date Tested:	Date Tested: Results:			Date Plugge	d: Date Repaire	d: Date Put	Back in Serv	vice:											
Review Completed by:	ompleted by: Commi																			
TA Approved: Yes	Denied Date:																			
		Mail to the App	ropriate	KCC Conserv	/ation Office:															

KCC District Office #1 - 210 E. Frontview, Suite A, Dodge City, KS 67801Phone 620.682.7933KCC District Office #2 - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226Phone 316.337.7400KCC District Office #3 - 1500 SW Seventh Steet, Chanute, KS 66720Phone 620.432.2300KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651Phone 785.261.6250

SALT WATER DISPOSAL LEASE, EASEMENT AND RIGHT OF WAY

THIS AGREEMENT made and entered into this day of June, 2017, by and between Marvin Leiker, 1678 230th Ave, Hays, Kansas, herein called "Lessor," and Kopfman, Inc., dba H & W Oil Company, Hays, Kansas hereinafter called "Lessee."

NOW WHEREAS, Lessor is the owner of the following described real estate, to-wit:

A portion of the Northwest Quarter (NW/4) of Section Four (4), Township Fifteen (15) South, Range Eighteen (18) West of the 6th P.M., Ellis County, Kansas;

AND WHEREAS, Lessee is the owner of and Lessee H & W Oil Company is the operator of a salt water disposal well situated in the Nourtheast Quarter of the Southeast Quarter of the Northwest Quarter (NE/4 SE/4 NW/4) of Section Four (4), Township Fifteen (15) South, Range 18 (18) West of the 6th P.M., Ellis County, Kansas;

AND WHEREAS, Lessor desires to grant to Lessee the right to maintain and operate a salt water disposal well which may be available for the disposal of slat water and other oilfield brines which may be produced from oil and gas leases in central Kansas and transported to said salt water disposal well by tank truck or other means.

NOW THEREFORE, for and in consideration of these premises, the parties agree as follows:

1. Less or does hereby let and lease unto Lessees the right and privilege to operate, maintain and repair upon the above described real estate a salt water disposal well for the purpose of disposing and injecting therein salt water and other oilfield brines which may be produced from wells situated in central Kansas, together with the right of ingress and

egress thereto at all times for the purpose of repairing and maintaining said disposal well and for the purpose of transporting salt water and other oilfield brines to the disposal well.

- 2. F o r the rights and privileges herein granted, Lessee shall pay to Lessor rental of Six Hundred Dollars (\$600) per Year in advance on the 1st day of each year, as long as well is TA'd. If well is completed, rent of Twelve Hundred Dollars (\$1200) per year will be immediately payable and due.
- 3. Lesse e will manage and operate said salt water disposal well in a good and workmanlike manner and will at all times keep any salt water and other oilfield brines safely confined within the tanks and appurtenances to said well. Lessee will pay to Lessor their actual damages which may be sustained to said lands and/or any growing crops on said lands by reason of any construction, operation or maintenance of said salt water disposal well and the lines, connections and appurtenances thereto.
- 4. This Salt Water Disposal Lease, Easement and Right of Way shall continue in full force and effect so long as Lessee shall continue to operate and maintain said salt water disposal well and make payment of the rental. In the event Lessee fails to pay any rental payment due, this Salt Water Disposal Lease, Easement and Right of Way shall not be terminated unless Lessor has given Lessee a written notice of such failure to pay and Lessee shall still have failed to make payment of said rental within ten (10) days of the date of Lessee's receipt of said written notice.
- 5 Lessee shall have the right at any time to terminate Lessees' use and maintenance of said salt water disposal well, and upon such termination, shall have a reasonable time thereafter in which to remove from the premises all property which Lessee may have constructed and used in the operation and maintenance of said salt water disposal well. Upon termination, Lessee shall properly plug and abandon any salt water disposal well and restore the surface of said lands to its natural condition as nearly as may be practical.

6. The terms and provisions hereof shall constitute the entire agreement by and between these parties and shall not be and shall not be subject to alteration, change or modification except in writing signed by the parties hereto, and shall be and remain in full force and effect as between these parties, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, these presents have been executed the day and year set forth hereinbelow.

Marvin Leiker, Lessor

date 6 1/6 - 17

Kopfman, Inc. dba H & W Oil Company

by On Hoffman President

- President date 6-16-2017

Don Kopfman, President

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



Phone: 785-261-6250 Fax: 785-625-0564 http://kcc.ks.gov/

Sam Brownback, Governor

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

August 10, 2017

Don Kopfman Kopfman, Inc. dba H&W Oil Company 875 PETERSBURG MUNJOR, KS 67601

Re: Temporary Abandonment API 15-051-26741-00-00 JACOBS-WERTH UNIT 1 NW/4 Sec.04-15S-18W Ellis County, Kansas

Dear Don Kopfman:

"Your temporary abandonment (TA) application for the well listed above has been approved. In accordance with K.A.R. 82-3-111 the TA status of this well will expire 08/10/2018.

- * If you return this well to service or plug it, please notify the District Office.
- * If you sell this well you are required to file a Transfer of Operator form, T-1.
- * If the well will remain temporarily abandoned, you must submit a new TA application, CP-111, before 08/10/2018.

You may contact me at the number above if you have questions.

Very truly yours,

RICHARD WILLIAMS "