

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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.
GPS Location: Lat: Long:
Datum: NAD27 NAD83 WGS84
County: Elevation:
Lease Name: Well #:
Well Type: Oil Gas OG WSW Other:
SWD Permit #: ENHR Permit #:
Gas Storage Permit #:
Spud Date: Date Shut-In:

Table with 7 columns: Conductor, Surface, Production, Intermediate, Liner, Tubing. Rows include 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:
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):
Type Completion: ALT. I ALT. II Depth of: DV Tool: w / sacks of cement Port Collar: w / sack of cement
Packer Type: Size: Inch Set at: Feet
Total Depth: Plug Back Depth: Plug Back Method:

Geological Date:

Table with 4 columns: Formation Name, Formation Top, Formation Base, Completion Information. Rows 1 and 2.

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

Submitted Electronically

Do NOT Write in This Space - KCC USE ONLY
Date Tested: Results: Date Plugged: Date Repaired: Date Put Back in Service:
Review Completed by: Comments:
TA Approved: Yes Denied Date:

Mail to the Appropriate KCC Conservation Office:

Table with 2 columns: Office Address, Phone. Rows for District Office #1, #2, #3, #4.

SALT WATER DISPOSAL AGREEMENT

THIS AGREEMENT made and entered into this 19th day of June, 2014 by and between Dennis A. Dreiling and Marilyn M. Dreiling, husband and wife, hereinafter referred to a "Lessor" and AMERICAN LAND AND ENERGY, LLC, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor is the owner of the surface rights in and to the following described real estate located in Ellis County, Kansas, to-wit;

The East Half of the Southeast Quarter (E/2 SE/4) in Section Twenty-four (24), Township Fourteen (14) South, Range Seventeen (17) West of the 6th P.M. ✓

Photo
Direct
In Direct
Numerical
Checked

WHEREAS, Lessee currently is the oil and gas operator and owner of the oil and gas lease covering the above described real estate; and

WHEREAS, Lessee is desirous of securing the right and permission to use a salt water disposal well in the future to be located on the above-described leased premises for the purpose of disposing salt water from wells located upon Lessee's leases and property other than the lands of the Lessor.

NOW THEREFORE, in consideration of \$500.00, the receipt of which is hereby acknowledged by the Lessor, and the premises and mutual covenants contained herein and rental to be paid by Lessee to the Lessor, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lessor grants to the Lessee for a period of ten (10) years from the date of this Agreement, the right to construct, operate and maintain a salt water disposal well to be located upon the above-described real property owned by the Lessor for the purpose of disposing of water and other oil field brines (as further described herein) from leases other than on the Lessor's property as herein set forth.

Lessee shall have the exclusive right to use the leased premises for drilling, deepening or converting wells thereon for the injection and disposal of salt and mineral waters, herein called "Waste Water", including the right to inject said Waste Water into the substrata of said land. Lessee shall have the right to construct on the leased premises, maintain and remove pits, ponds, tanks and receptacles for collecting, receiving, treating and disposing of said Waste Water, and the right to construct on the on the leased premises and remove such buildings, structures, appliances, pumps, engines and machinery as Lessee may desire in connection with the purposes and uses herein granted. Lessee only is further granted the right to construct, maintain, repair and remove pipe lines and electric power lines over and across all of the land owned by Lessor above described for the transportation and conveyance of Waste Water, fuel and power necessary for Waste Water disposal operations on the leased premises, for waste water generated from

ECA

Lessee's Leases and property other than the land of Lessor, together with the right of ingress and egress overall of said land for purposes relevant to the uses herein granted. Lessee shall have further right to transport Waste Water over and across all of the above described land owned by Lessor by means of trucks or other motor vehicles.

Lessee shall not inject Waste Water into any fresh water bearing sands.

2. Lessee agrees to compensate Lessor for the use of the leased premises and for the easement herein granted, by tendering to Lessor the sum of Three Thousand Dollars (\$3,000.00) per year or \$125.00 per month per well, whichever is greater, for the right to dispose of waste water, brine and other dilatory substances which may be produced from Lessee's lease(s) and property other than the land of the Lessor. *The first payment will be due prior to the first day of operations of the salt water disposal well contemplated by this agreement.* This Agreement, however, shall not terminate for inadvertent failure, through error or oversight, of Lessee to provide the yearly rental herein above set forth. In such event, Lessee shall have thirty (30) days after receipt of written notice by Lessor to make the yearly rental payment.

All rental payments hereunder may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental paying date shall be deemed a timely tender thereof and shall preclude termination of this lease.

Notwithstanding the death of the Lessor or her successors in interest, the payment or tender of rentals in the manner provided above shall be binding upon the heirs, devisees, executors and administrators of such person. No change in the ownership of the leased premises, whether resulting from death or conveyance, shall be binding on the Lessee until after the Lessee has been furnished with a written court order, transfer or assignment or certified copy thereof.

Lessee shall not be obligated to pay to Lessor any consideration because of and by reason of disposal of Waste Water from any oil and gas lease covering the above described real estate owned by the Lessor.

3. *Once a saltwater disposal well is completed this Agreement shall continue in force for a term of five (5) years from the date of first use of the salt water disposal well as set forth in paragraph 2 above, subject only to the payments as hereinabove set forth, providing all requirements are met by the parties.*

Upon the expiration of the primary five (5) years of this Agreement, and providing that Lessee is not in default of this Agreement in any manner, Lessee shall have the right and option to extend this Agreement for additional five (5) year terms on the same terms and conditions herein contained. Exercise of the option to extend this Agreement shall be made by written notice thereof by Lessee to Lessor, but if Lessee fails to notify Lessor at least sixty (60) days prior to the expiration of any term, this lease shall terminate after the end of the then current term, unless otherwise agreed to by the Lessor and Lessee.

The Lessee also may terminate this Agreement at any time by giving not less than thirty (30) days notice in writing. Upon termination and the cessation of Lessee's use of said salt water disposal well, Lessee shall thereafter be relieved from any further obligation hereunder.

4. Lessee shall pay all damages to growing crops, fences and improvements on the above described land resulting from the use of said land is herein authorized. Lessee, upon written request by Lessor, shall bury all pipe lines a sufficient depth so as not to interfere with the normal cultivation of any part of the above described land, exclusive of Leased Premises, which can otherwise be cultivated without interference with the rights herein granted.

5. Lessee agrees to maintain and operate the disposal system in a workmanlike manner and to take every reasonable precaution to prevent escape of fluids and to prevent damage to the surface of the land. The exercise of the rights herein conveyed shall be in accordance with the rules and regulations prescribed by the state or federal authority having jurisdiction in the premises.

6. In any event this Agreement shall be terminated upon any one of the following events:

a. The plugging and abandonment of the disposal well under the terms stated in this paragraph. Lessee shall have the right to remove from this disposal installation any and all machinery, casing, tubing, tanks, equipment, and all other physical property placed thereon by Lessee. Upon such abandonment, Lessee shall properly plug the disposal well in accordance with industry standards and the rules and regulations of the Kansas Corporation Commission. Lessee shall restore the surface to its original contour as nearly as is reasonably possible and clean the location upon abandonment.

b. The failure of the Lessee to construct a salt water disposal well within ten (10) years from the date of this Agreement.

7. Any notice to be given hereunder may be given to the Lessor/Lessee by delivering notice personally to him/it or mailed to the Lessor/Lessee at the following address:

LESSOR:

Dennis A. Dreiling
Marilyn M. Dreiling
120 W. 36th
Hays, KS 67601

LESSEE:

American Land & Energy, LLC
PO Box 2287
Castle Rock, CO 80104

or at any new address Lessor or Lessee may designate in writing from time to time.

8. Lessee shall have the right to assign this agreement in whole or part and thereby convey and transfer to its assignee all or part of the rights, powers and privileges herein granted to the Lessee.

9. It is further understood and agreed between the parties that this Agreement and the terms and conditions hereof shall extend to and be binding upon the parties hereto, their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the day and year first above written.

LESSOR:

LESSEE:

American Land and Energy, LLC

Dennis A. Dreiling
Dennis A. Dreiling

Gary Leiker
Gary Leiker, Managing Member

Marilyn M. Dreiling
Marilyn M. Dreiling

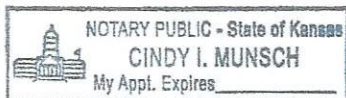
STATE OF KANSAS)
) ss.
COUNTY OF ELLIS)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 19 day of September, 2014 personally appeared Dennis A. Dreiling and Marilyn M. Dreiling, husband and wife to me personally known to be the identicals person 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: 1-4-15

Cindy I. Munsch
Notary Public



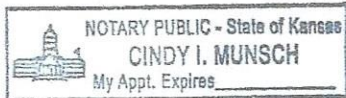
STATE OF KANSAS)
) ss:
COUNTY OF ELLIS)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 19 day of September, 2014 personally appeared Gary Leiker, Managing Member of American Land and Energy, LLC, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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: 1-4-15

Cindy I. Munsch
Notary Public



STATE OF KANSAS, ELLIS COUNTY, SS
Rebecca Herzog, Register of Deeds
Book: 856 Page: 388-392
Pages Recorded: 5 Total Fees: \$24.00

Register of Deeds: Rebecca Herzog

Date Recorded: 9/19/2014 1:30:00 PM



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/>

Dwight D. Keen, Chair
Shari Feist Albrecht, Commissioner
Jay Scott Emler, Commissioner

Laura Kelly, Governor

April 02, 2019

Gary Leiker
American Land And Energy LLC
7277 TENBY WAY
CASTLE PINES, CO 80108

Re: Temporary Abandonment
API 15-051-26759-00-00
DREILING 1
SE/4 Sec.24-14S-17W
Ellis County, Kansas

Dear Gary Leiker:

"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 04/02/2020.

- * 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 04/02/2020.

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

Very truly yours,

RICHARD WILLIAMS "