July 2017 Form must be Typed Form must be signed

## TEMPORARY ABANDONMENT WELL APPLICATION

All blanks must be complete

Phone 316.337.7400

Phone 620.902.6450

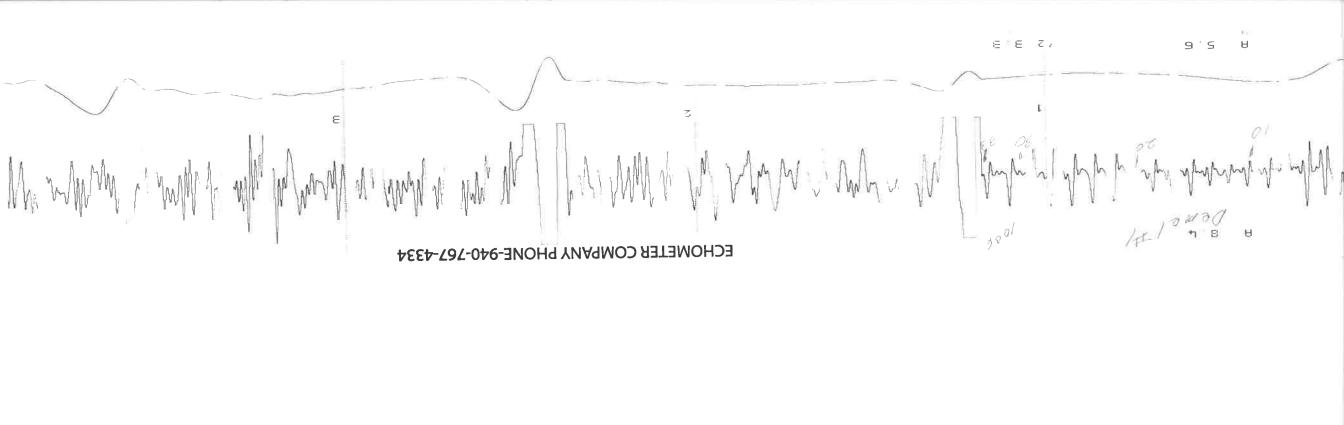
Phone 785.261.6250

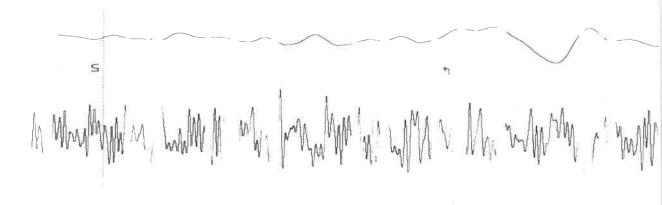
OPERATOR: License#				API No. 15	-				
Name:					ription:				
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Address 2:									
City:									
Contact Person:				GPS Locat	ion: Lat:(e.g	. xx.xxxxx)	, Long:	(e.gxxx.xxxxxx)	
Phone:( )					NAD27 NAD				I  KB
Contact Person Email:					ne:				
Field Contact Person:				Well Type:	(check one) 🗌 O	I	wsw	Other:	
Field Contact Person Phone:					ermit #:				
iela Contact Person Phone.	( )			—	orage Permit #:				
				Spud Date:		Dat	e Shut-In:		
	Conductor	Surface	Pr	oduction	Intermediat	е	Liner	Tubin	g
Size									
Setting Depth									
Amount of Cement									
Top of Cement									
Bottom of Cement									
Casing Fluid Level from Surfa	ace.	How D	etermined	)			1	Date:	
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Total Depth:	Plug Back	Depth:		Plug Back Meth	nod:				
Geological Date:									
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		Submit	ted Ele	ectronicall	у				
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Review Completed by:			Comi	ments:					
TA Approved: Yes	Denied Date: _								
		Mail to the Ap	propriate	KCC Conserv	vation Office:				
There had been total total and had been total	KCC Distric	et Office #1 - 210 E. Fro	ontview, Su	ite A, Dodge C	ity, KS 67801			Phone 620.6	82.7933

KCC District Office #2 - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226

KCC District Office #3 - 137 E. 21st St., Chanute, KS 66720

KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651





\*

## OIL AND GAS LEASE

AGREEMENT, Made and entered into the 17 day of April 2023  by and between Randy G Demel, a single person  whose mailing address is 1008 NE 160 Rd, Claflin, KS 67525 hereinafter called Lessor (whether one or more), and Richlan Drilling  Lessor, in consideration of 1.00 Dollars (\$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, 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, ouilding tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, read, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products manufactured therefrom, and housing and other wise caring for its employees, the	County of <u>Barton</u> ,
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acres, more or less and all 80 and containing 13W , Range\_ 17S Township accretions thereto.

this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent Subject to the previsions herein contained, this lease shall remain in force for a term of 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:

1<sup>st</sup> 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/bnase(1/4) 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/bhexdghthk(4/8) at the market price at the well, (but, as to gas sold by lessee, in no event more than/bhexdghthk (4/8) 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.

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 If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly subsequent to the date of assignment.

portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any be relieved of all obligations as to the acreage surrendered.

Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for All express or implied covenants of this lease shall be subject to all Federal and State Laws. Executive Orders, failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule, or Regulation. 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 payments 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. Lessor Mereby

conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be the tracts contiguous to one another and to be into a unit or units not exceeding as acres each in the event of an oil well, or into a unit or units not exceeding acres each in the event of a gas well. Lessee shall execute in writing and any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the 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 in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed

IN WITNESS WHEREOF, the undersigned execute this witnesses:	IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. ses:
Randy G Demel	Richard L Schreiber
34 H	
STATE OF Kansas	
COUNTY OF Barton The foreging instrument was acknowledged hefore me this 20+1	ACKNOWLEDGMENT FOR INDIVIDUAL (KSOKCoNe)
By Randy G. Demel, a single person	
My commission expires	Joann Loviel
NOTARY PUBLIC - State of Kurnass JOANN KORIEL MY Appt. Exp. 2-3-2-3-2	Notary Public

## **OIL AND GAS LEASE**

ed into the 17 day of April 2023	Randy G Demel, a single person	1008 NE 160 Rd, Claflin, KS 67525 hereinafter called Lessor (whether	hereinafter čalled Lessee:	Lessor, in consideration of 1.00 Dollars (\$ 1.00 ) in hand paid, receipt of which is here acknowledged 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 cities employees.
AGREEMENT, Made and entered into the	by and betweenRandy_G_Demel	si ss	one of more, and Atchtan Drilling	acknowledged and of the royalties herein provleases and lets exclusively unto lessee for the prospecting drilling, mining and operating for constituent products, injecting gas, water, or building tanks, power stations, telephone line treat, manufacture, process, store and transproducts and other products manufactured following described land, together, with any rev

Range 13W Township 17S, Quarter (SW/4) Section 22, West Half (WA2) Southwest

acres, more or less and all 8 and containing 13W , Range 17S , Township accretions thereto.

this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent Subject to the previsions herein contained, this lease shall remain in force for a term of 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 ances and 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, by sakkk(4/8) at the market price at the well, (but, as to gas sold by lessee, in no event more than by sakkk(4/8) 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.

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 If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly 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.

portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any be relieved of all obligations as to the acreage surrendered.

failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Fule, or Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for All express or implied covenants of this lease shall be subject to all Federal and State Laws.

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 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 payments 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 affect the purposes for which this lease is made, as recited herein. Lessor <del>heroby warrants and agrees</del>

conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be the tracts contiguous to one another and to be into a unit or units not exceeding acresses hall execute in writing and well, or into a unit or units not exceeding acresses in the event of a gas well. Lessee shall execute in writing and 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 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

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written	nent as of the day and year first above written
Witnesses: Kandy & Com	
Randy G Demel	Richard L Schreiber
STATE OF Kansas	
COUNTY OF <u>Barton</u> The forgoing instrument was acknowledged before me this 20+5	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

My commission expires

Notary Public

NOTARY PUBLIC - State of Kunsas

and

person

single

cq

G. Demel

Randy

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



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

Laura Kelly, Governor

Susan K. Duffy, Chair Dwight D. Keen, Commissioner Andrew J. French, Commissioner

April 24, 2023

Rick Schreiber Richlan Drilling, a General Partnership 598 2ND AVE BEAVER, KS 67525-9226

Re: Temporary Abandonment API 15-009-23419-00-00 DEMEL 1 SW/4 Sec.22-17S-13W Barton County, Kansas

## Dear Rick Schreiber:

"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 05/24/2023.

- \* 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 05/24/2023.

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

Very truly yours,

**RICHARD WILLIAMS"**