

✓ ORIGINAL

STATE OF KANSAS
KANSAS CORPORATION COMMISSION
CONSERVATION DIVISION
130 South Market - Room 2078
Wichita, Kansas 67202

FORM CP-1 (3/92)

WELL PLUGGING APPLICATION FORM

(PLEASE TYPE FORM and File ONE Copy)

API # 15-163-20990-00 (Identifier number of this well). This must be listed for wells drilled since 1967; if no API# was issued, indicate spud or completion date. 7/98

WELL OPERATOR The Don Brown Company KCC LICENSE # 31013
(owner/company name) (operator's)

ADDRESS PO Box 24 CITY Plainville

STATE Kansas ZIP CODE 67663 CONTACT PHONE # (785) 434-4944

LEASE Stamper A WELL# 1 SEC. 20 T. 8s R. 17 (East/West)

C SE/4-NW/4-NW/4 SPOT LOCATION/QQQQ COUNTY Rooks

4290 FEET (in exact footage) FROM S/N (circle one) LINE OF SECTION (NOT Lease Line)

4290 FEET (in exact footage) FROM E/W (circle one) LINE OF SECTION (NOT Lease Line)

Check One: OIL WELL GAS WELL D&A SWD/ENHR WELL DOCKET# _____

CONDUCTOR CASING SIZE NA SET AT _____ CEMENTED WITH _____ SACKS

SURFACE CASING SIZE 8 5/8 SET AT 168' CEMENTED WITH 120 SACKS

PRODUCTION CASING SIZE 4 1/2 SET AT 3369 CEMENTED WITH 130 SACKS

LIST (ALL) PERFORATIONS and BRIDGEPLUG SETS: 3067-71 3151-57 3210-15 3230-35 3332-40

ELEVATION 1888 T.D. 3369 P.B.T.D. _____ ANHYDRITE DEPTH 1240
(G.L./K.B.) (Stone Corral Formation)

CONDITION OF WELL: GOOD POOR CASING LEAK JUNK IN HOLE

PROPOSED METHOD OF PLUGGING As per District 4 orders (Verbal)

perf 1700 1250 675 275 sks 60/40 poz 10% gel 800# hulls

(If additional space is needed attach separate page)

IS WELL LOG ATTACHED TO THIS APPLICATION AS REQUIRED? yes IS ACO-1 FILED? yes 8-26-97

If not explain why? _____

PLUGGING OF THIS WELL WILL BE DONE IN ACCORDANCE WITH K.S.A. 55-101 et. seq. AND THE RULES AND REGULATIONS OF THE STATE CORPORATION COMMISSION.

LIST NAME OF COMPANY REPRESENTATIVE AUTHORIZED TO BE IN CHARGE OF PLUGGING OPERATIONS:

Don Brown PHONE# () 785-737-3718 (mobile)

ADDRESS 104 N Sixth St City/State Stockton, Ks 67669

PLUGGING CONTRACTOR Allied KCC LICENSE # _____
(company name) (contractor's)

ADDRESS Russell, Ks PHONE # () _____

PROPOSED DATE AND HOUR OF PLUGGING (If Known?) _____

PAYMENT OF THE PLUGGING FEE (K.A.R. 82-3-118) WILL BE GUARANTEED BY OPERATOR OR AGENT

DATE: 8-25-97 AUTHORIZED OPERATOR/AGENT: Don Brown
(signature)

H

ALLIED CEMENTING CO., INC.

5321

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665

SERVICE POINT:

15-163-20994-0000 Russell

DATE <u>8-18-97</u>	SEC. <u>20</u>	TWP. <u>8 S</u>	RANGE <u>17 W</u>	CALLED OUT <u>8:00 AM</u>	ON LOCATION <u>12:00 PM</u>	JOB START <u>12:00 PM</u>	JOB FINISH <u>2:00 PM</u>
LEASE <u>STAMPER</u>	WELL # <u>A-1</u>	LOCATION <u>Plainville RN 234 E 1/4 S</u>		COUNTY <u>ROCKS</u>	STATE <u>KANSAS</u>		

OLD OR NEW (Circle one)

CONTRACTOR CHASE Well Service
 TYPE OF JOB Plug ABANDONED Well
 HOLE SIZE _____ T.D. _____
 CASING SIZE 4 1/2 DEPTH 3369
 TUBING SIZE 2 3/8 DEPTH 2170
 DRILL PIPE 8 5/8 DEPTH 168
 TOOL _____ DEPTH _____
 PRES. MAX 1,000 # MINIMUM 400 #
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. PSTD 3367'
 PERFS. 1700 - 1250 - 675

OWNER _____

CEMENT
 (USED 225 SK)
 AMOUNT ORDERED 275 SK 60 10 1/2 GEL
600 # Hull's

EQUIPMENT

PUMP TRUCK CEMENTER Allen
 # 171 HELPER Willie
 BULK TRUCK
 # 291 DRIVER Darin
 BULK TRUCK
 # _____ DRIVER _____

COMMON _____ @ _____
 POZMIX _____ @ _____
 GEL _____ @ _____
 CHLORIDE _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 HANDLING _____ @ _____
 MILEAGE _____ @ _____
 TOTAL _____

REMARKS:

RAN TUBING TO 2170' - Spot 110 SK Cement
w/ 400 # Hull's. Hooked up to 4 1/2 CSG. &
Mixed 65 SK Cement w/ 100 # Hull's
@ 1,000 # MAX PSI. SHUT IN @ 400 #.
8 5/8 Backside Squeezed in 50 SK
Cement w/ 100 # Hull's @ 400 # MAX PSI.
SHUT IN @ 200 #. THANKS

SERVICE

DEPTH OF JOB _____
 PUMP TRUCK CHARGE _____
 EXTRA FOOTAGE _____ @ _____
 MILEAGE _____ @ _____
 PLUG _____ @ _____
 _____ @ _____
 _____ @ _____

RECEIVED
 KANSAS OIL & GAS
 1997 JUN 26 A 11:21
 8/26/97

CHARGE TO: THE DON BROWN OIL CO.
 STREET P.O. Box 24
 CITY PLAINVILLE STATE Ks ZIP 67663

FLOAT EQUIPMENT

_____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 TOTAL _____

To Allied Cementing Co., Inc.
 You are hereby requested to rent cementing equipment
 and furnish cementer and helper to assist owner or
 contractor to do work as is listed. The above work was
 done to satisfaction and supervision of owner agent or
 contractor. I have read & understand the "TERMS AND
 CONDITIONS" listed on the reverse side.

TAX _____
 TOTAL CHARGE _____
 DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE Don Brown

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.



Kansas Corporation Commission

Bill Graves, Governor Timothy E. McKee, Chair Susan M. Seltsam, Commissioner John Wine, Commissioner
Judith McConnell, Executive Director David J. Heinemann, General Counsel

NOTICE OF RECEIPT OF WELL PLUGGING APPLICATION (CP-1)

August 28, 1997

The Don Brown Company
P O Box 24
Plainville KS 67663

Stamper A #1
API ~~15-163-20,990~~ 15-163-20994
4290 FSL 4290 FEL - 00-00
Sec. 20-08S-17W
Rooks County

Dear Don Brown,

This letter is to notify you that the Conservation Division is in receipt of your plugging proposal, form CP-1, for the above-captioned well.

Your CP-1 has been reviewed by the Conservation Division central office for completeness and to verify license numbers. The plugging proposal will now be forwarded to the district office listed below for review of your proposed method of plugging.

Please contact the district office for approval of your proposed plugging method at least at five (5) days before plugging the well, pursuant to K.A.R. 82-3-113 (b). If a workover pit will be used during the plugging of the well it must be permitted. A CDP-1 form must be filed and approved prior to the use of the pit.

The Conservation Division's review of form CP-1, either in the central or district office, does not include an inquiry into well ownership or the filing operator's legal right to plug the well.

This notice in no way constitutes authorization to plug the above-captioned well by persons not having legal rights of ownership or interest in the well. This notice is void after ninety (90) days from the above date.

Sincerely,

David P. Williams
Production Supervisor

District: #4
2301 E 13th
Hays KS 67601
(913) 628-1200