

SCHNITTKER AG. SERVICES

Thomas G. Schnittker

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Received
KANSAS CORPORATION COMMISSION

FEB 13 2015

CONSERVATION DIVISION
WICHITA, KS

2015.03.11 10:55:15
Kansas Corporation Commission
/S/ Neysa Thomas

February 10, 2015

Jim Byers

Apollo Energies, Inc.

10378 N. US 281 Hwy.

Pratt, KS 67124

RE: S-153, Reid-7 Sales Information

COPY

Dear Jim:

Please be advised there is a corner system on the property. I would suggest never digging on the property without contacting the Roenbaughs. There are buried wires to control the irrigation sprinkler.

As per our phone conversation, here is what is planned for the Southwestern College #11 well on this property:

1. It is your intention to move a work over rig to the property between now and February 15, 2015. At that time, you will swab test the Kinder hook formation to see if there's any gas or oil. If the swab test is good, you might try to produce the well for natural gas to run the pumping unit rather than purchase propane.
2. Please be advised, this property will be in corn in 2015. It will be necessary to have all of your equipment out of the way of the irrigation sprinkler not later than March 15, 2015. I am providing this information to you for your planning process. Based on Mr. Roenbaugh's intentions, as soon as the cattle are off the property, Mr. Roenbaugh will begin his spring tillage. After spring tillage, the sprinkler will be running.
3. As per a letter from the State of Kansas, Kansas Corporation Commission, they will not grant you an additional period of time for the temporary abandonment (TA) for this well. If you are going to plug the well, it would be my suggestion to plug the well over the winter of 2015-2016. Mr. Roenbaugh's sprinkler will not reverse. With this said, there could be a tremendous amount of damage to his crop by not being able to irrigate the property. I provide this information to you for your planning.

4. A copy of this letter is going to Mr. Roenabaugh. Mr. Roenbaugh will be able to contact you or your pumper in order to keep abreast of what is going on at the Southwestern College's #11 well. I have sent Mr. Roenbaugh the file information as to the Kansas Corporation Commission's determination.
5. It would be Mr. Roenbaugh's intention to plant corn on this property about April 1-10, 2015. I provide this for your planning purposes. Mr. Roenbaugh would request everything be off the property, the barricades up and this will allow him to continue the irrigation on the property.
6. You might remind your pumper – no cutting the corners on the lease road from the Southwestern College's producing well on the east side. It is been your pumper's habit over the last 5 years to cut the corner, drive through the corn and not pay attention to what is going on.

If at any time you have any questions or concerns, please do not hesitate to call.

Sincerely,



Thomas G. Schnittker
Farm Manager

TGS: kna
Enclosure

Cc: Sheila Krug, Bill Roenbaugh, Christopher Roenbaugh, Lane Palmateer

Photocopied INDEXED

Entered in Transfer Record in my Office this
23rd day of Jan, A.D., 2015

Mina L. Schutte
County Clerk

STATE OF KANSAS, EDWARDS COUNTY, SS
CHERYL PROFFITT, Register of Deeds

Book: D77 Page: 111
Receipt #: 27202
Pages Recorded: 2
Recording Fee: \$20.00

Date Recorded: 1/22/2015 9:00:00 AM

Cheryl Proffitt

KANSAS WARRANTY DEED

Grantor(s): **The Southwestern College, a Kansas corporation**

Grantee(s): **Blue Barn Ventures, LLC, a Kansas limited liability company**

Grantee(s) mailing address: **2949 S Road, Haviland, KS 67059**

In consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor(s) **GRANT, BARGAIN, SELL, CONVEY AND WARRANT** to Grantee(s), the following described premises, to wit:

Lots Three (3) and Four (4) and the South Half of the Northwest Quarter (S/2 NW/4) of Section 3, Township 26 South, Range 16 West of the 6th P.M., Edwards County, Kansas.

Subject to all easements, restrictions, reservations and covenants, if any, now of record.

Seller retains all mineral interests and subsurface interests except water rights.

The Grantor(s) hereby covenanting that the Grantor(s), their successors and assigns, will **WARRANT AND DEFEND** the title to the premises unto the Grantee(s), their successors and assigns, against the lawful claims of all persons whomsoever, excepting however the general taxes for the current calendar year and thereafter, and the special taxes becoming a lien after the date of this deed.

Dated: 16 Jan 15

The Southwestern College, a Kansas
corporation


By: Sheila Krug, Vice-President

STATE OF **Kansas**)
COUNTY OF Cowley) ss.

On 16 Jan 15 this deed was acknowledged before me by **Sheila Krug, Vice-President** of
The Southwestern College, a Kansas corporation, for and on behalf of said **corporation**, Grantor.


Notary Public

My appointment expires:

12 Nov 16

