





1028159

### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

*Plat of acreage attributable to a well in a prorated or spaced field*

**If the intended well is in a prorated or spaced field, please fully complete this side of the form.** If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please show all the wells and within 1 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for oil wells.

API No. 15 - \_\_\_\_\_

Operator: \_\_\_\_\_

Lease: \_\_\_\_\_

Well Number: \_\_\_\_\_

Field: \_\_\_\_\_

Number of Acres attributable to well: \_\_\_\_\_

QTR/QTR/QTR/QTR of acreage: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Location of Well: County: \_\_\_\_\_

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W

Is Section:  Regular or  Irregular

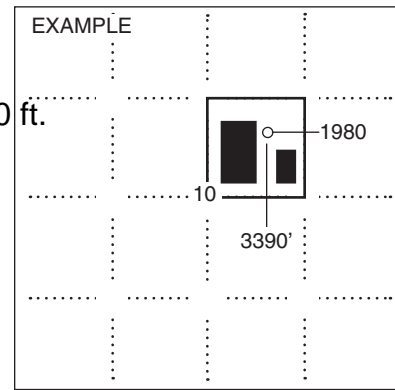
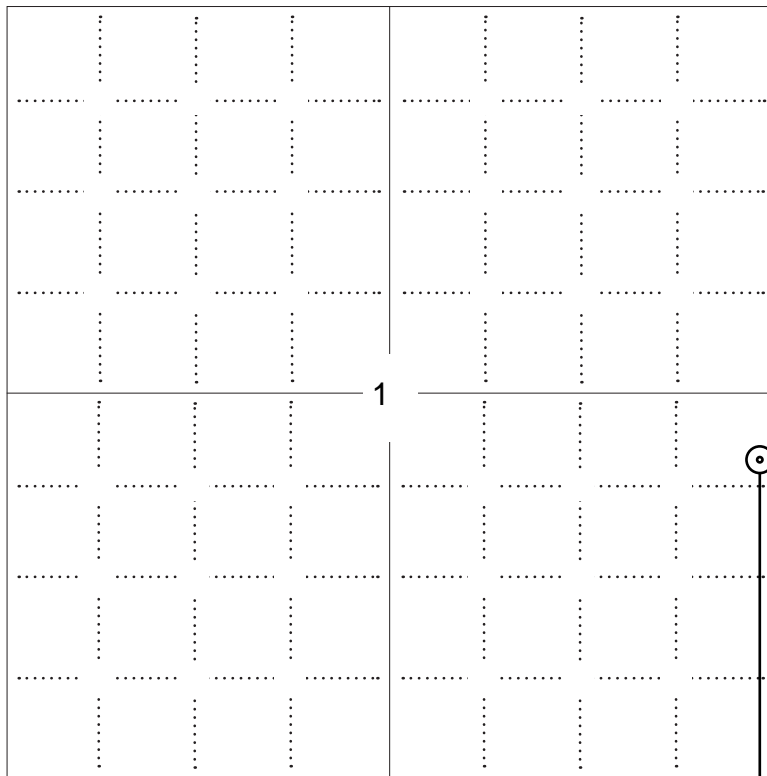
**If Section is Irregular, locate well from nearest corner boundary.**

Section corner used:  NE  NW  SE  SW

### PLAT

*(Show location of the well and shade attributable acreage for prorated or spaced wells.)*

*(Show footage to the nearest lease or unit boundary line.)*



**NOTE: In all cases locate the spot of the proposed drilling locaton.**

2180 ft.

#### In plotting the proposed location of the well, you must show:

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).



KANSAS CORPORATION COMMISSION 1028159  
OIL & GAS CONSERVATION DIVISION

Form CDP-1  
April 2004  
Form must be Typed

**APPLICATION FOR SURFACE PIT**

*Submit in Duplicate*

Operator Name: _____		License Number: _____	
Operator Address: _____			
Contact Person: _____		Phone Number: _____	
Lease Name & Well No.: _____		Pit Location (QQQQ): _____-_____-_____-_____	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?		_____	
Pit dimensions (all but working pits): _____ Length (feet)    _____ Width (feet)    _____ N/A: Steel Pits Depth from ground level to deepest point: _____ (feet)    _____ No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit _____ feet    Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: _____ measured    _____ well owner    _____ electric log    _____ KDWR	
<b>Emergency, Settling and Burn Pits ONLY:</b> Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

<b>KCC OFFICE USE ONLY</b>		Steel Pit	RFAC	RFAS
Date Received: _____	Permit Number: _____	Permit Date: _____	Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No	

## **DECLARATION OF POOLING AND CONSOLIDATION**

THIS DECLARATION OF POOLING AND CONSOLIDATION is made and entered into this 1<sup>st</sup> day of April, 2009, by Pintail Petroleum, Ltd., lessee.

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the following described oil and gas leases are owned by Pintail Petroleum, Ltd., as lessee, to wit:

Oil and Gas Lease, dated April 14, 1981, by and between Garvey, Inc., as Lessor, and Petroleum, Inc., as Lessee, covering the Southwest Quarter (SW/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 6, and the North Half of the Northwest Quarter (N/2 NW/4) of Section 7, Township 15 South, Range 26 West, and Northeast Quarter of Northeast Quarter (NE/4 NE/4) Section 12, Township 15 South, Range 27 West, Gove County, Kansas, said Oil and Gas Lease being recorded in Book 067 on Page 349 of the records in the office of the Register of Deeds of Gove County, Kansas.

Oil and Gas Lease, dated November 30, 2006, by and between Carroll V. Cheney and Rosalie Cheney, his wife, as Lessor, and Palomino Petroleum, Inc., as Lessee, covering the Southeast Quarter (SE/4) of Section 1, Township 15 South, Range 27 West, Gove County, Kansas, said Oil and Gas Lease being recorded in Book 154 on Page 388 of the records in the office of the Register of Deeds of Gove County, Kansas:

WHEREAS, said Oil and Gas Lease provides *inter alia* as follows:

"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 conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and 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 the 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 involved."; and

WHEREAS, Pintail Petroleum, Ltd., as the owner and lessee of the above described oil and gas leases, has determined in its judgement that it is necessary and advisable to pool and combine the oil rights in and under a portion of the acreage and lands covered by the above described oil and gas leases in order to properly develop said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises as one oil operating unit, upon the terms and conditions hereinafter provided and as provided in said oil and gas leases;

NOW, THEREFORE, IN CONSIDERATION of the premises, the execution of this declaration and the mutual covenants herein to be performed, and other good and valuable consideration, lessee, acting pursuant to the above and foregoing recitals and the terms and conditions of the above described oil and gas leases, does hereby execute this declaration of pooling and consolidation and does hereby form an oil unit of said leases and land, including lessors' royalty interest, as to the oil rights, insofar and only insofar as said leases and the lands included within the pool and oil unit described are as follows, to wit:

Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4), and Southeast Quarter of the Northeast Quarter of the Southeast Quarter (SE/4 NE/4 SE/4) Section 1, Township 15 South, Range 27 West, and the Northwest Quarter of the Northwest Quarter of the Southwest Quarter (NW/4 NW/4 SW/4) and the Southwest Quarter of the Northwest Quarter of the Southwest Quarter (SW/4 NW/4 SW/4), Section 6, Township 15 South, Range 26 West, Gove County, Kansas

To the same extent as if said oil leasehold estate had originally been included in one oil and gas lease, which pooled and combined area is hereby designated as the Cheney-Frickey Unit #1-1, and which area shall include within the same all land covered by the above described oil and gas leases insofar and only insofar as the same are included within the above described oil unit.

Lessee does hereby state that drilling operations for oil and/or gas and production of oil and/or gas on any part of the oil unit shall be treated as if such drilling operations were had or such oil and/or gas production was obtained from land described in each of said leases, regardless of where the oil and/or gas well or wells may be located upon said oil unit, and that the entire acreage contained in said oil unit shall be treated for all purposes, except the payment of royalties on such production of oil from said oil unit, as if said lands were included in each of said oil and gas leases. In lieu of the oil royalty set forth in said oil and gas leases, and pursuant to the terms of the unitization clause in each said lease, each respective lessor shall receive on oil production, only such portion of the royalty stipulated in the pertinent oil and gas leases, as the amount of lessor's surface acreage contained in his/her oil and gas lease placed in the oil unit bears to the amount of the total surface acreage of the entire pooled area. Nothing herein contained shall authorize or affect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto.

This declaration and the terms and conditions hereof shall extend to and be binding upon all persons having any right, title or interest of any kind or character in and to the above described oil and gas leases, including lessors' rights thereunder, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, lessee has hereunto caused this Declaration of Pooling and Consolidation to be executed as of the day and year first above written.

PINTAIL PETROLEUM, LTD.

\_\_\_\_\_  
Walter Innes Phillips, President

STATE OF KANSAS                    }  
  } ss:  
COUNTY OF SEDGWICK            }

BE IT REMEMBERED that on this 1<sup>st</sup> day of April, 2009, before me the undersigned, a Notary Public duly commissioned in and for said County and State, came Walter Innes Phillips, President of Pintail Petroleum, Ltd., a corporation of the State of Kansas to me personally known to be such officer and to be the same person who executed as such officer the foregoing instrument of writing on behalf of said corporation, and acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year last above written.

\_\_\_\_\_  
Patrica C. Byerlee, Notary Public

My Commission Expires:  
December 11, 2009