

KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION**

1046872

Lease Inspection: Yes No

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

| | Sul | bmit in Duplicate | e | | | |
|---|---|---|---|----|--|--|
| Operator Name: | | | License Number: | | | |
| Operator Address: | | | | | | |
| Contact Person: | | | Phone Number: | | | |
| Lease Name & Well No.: | | | Pit Location (QQQQ): | | | |
| Type of Pit: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) | Pit is: Proposed Existing If Existing, date constructed: Pit capacity: (bbls) | | SecTwpR East West Feet from North / South Line of Section Feet from East / West Line of Section County | | | |
| Is the pit located in a Sensitive Ground Water A | rea? | No | Chloride concentration: mg/l (For Emergency Pits and Settling Pits only) | | | |
| Is the bottom below ground level? | Artificial Liner? | | How is the pit lined if a plastic liner is not used? | | | |
| | Length (fee | | Width (feet) N/A: Steel Pits | | | |
| If the pit is lined give a brief description of the lin material, thickness and installation procedure. | ner | | dures for periodic maintenance and determining ncluding any special monitoring. | | | |
| Distance to nearest water well within one-mile of pit: | | Depth to shallow Source of inform | west fresh water feet. mation: well owner electric log KDWR | | | |
| Emergency, Settling and Burn Pits ONLY: | | Drilling, Workover and Haul-Off Pits ONLY: | | | | |
| Producing Formation: | | Type of material utilized in drilling/workover: | | | | |
| Number of producing wells on lease: | | Number of working pits to be utilized: | | | | |
| Barrels of fluid produced daily: | | Abandonment procedure: | | | | |
| Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No | | Drill pits must b | bits must be closed within 365 days of spud date. | | | |
| Submitted Electronically | | | | | | |
| | KCC (| OFFICE USE ON | | AS | | |

Date Received:

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

Permit Number:

Permit Date:



HAUL-OFF PIT APPLICATION FILING REQUIREMENTS

82-3-607. DISPOSAL OF DIKE AND PIT CONTENTS.

- (a) Each operator shall perform one of the following when disposing of dike or pit contents:
 - (1) Remove the liquid contents to a disposal well or other oil and gas operation approved by the commission or to road maintenance or construction locations approved by the department;
 - (2) dispose of reserve pit waste down the annular space of a well completed according to the alternate I requirements of K.A.R. 82-3-106, if the waste to be disposed of was generated during the drilling and completion of the well; or
 - (3) dispose of the remaining solid contents in any manner required by the commission. The requirements may include any of the following:
 - (A) Burial in place, in accordance with the grading and restoration requirements in K.A.R. 82-3-602 (f);
 - (B) removal and placement of the contents in an on-site disposal area approved by the commission;
 - (C) removal and placement of the contents in an off-site disposal area on acreage owned by the same landowner or to another producing lease or unit operated by the same operator, if prior written permission from the landowner has been obtained; or
 - (D) removal of the contents to a permitted off-site disposal area approved by the department.
- (b) Each violation of this regulation shall be punishable by the following:
 - (1) A \$1,000 penalty for the first violation;
 - (2) a \$2,500 penalty for the second violation; and
 - (3) a \$5,000 penalty and an operator license review for the third violation.

Complete and return with Haul-Off Pit Application, Form CDP1(2004)

Haul-off pit will be located in an on-site disposal area: \Box Yes \Box No

Haul-off pit is located in an off-site disposal area on acreage owned by the same landowner: Yes No If yes, written permission from the landowner must be obtained. Attach written permission to haul-off pit application.

Haul-off pit is located in an off-site disposal area on another **producing** lease or unit operated by the same operator: \Box Yes \Box No If yes, written permission from the landowner must be obtained. Attach permission and a copy of the lease assignment that covers the acreage where the haul-off pit is to be located, to the haul-off pit application.

. . . . T

| | | AID-UP) | | | B Hearder No | AREAS BLUE PRINT CO. INC |
|--|--|--|--|--|---|---|
| 630 | (Rev. 1993) | | OIL AND GAS | LEASE | G (0+115 | 115-25-1044+7-0 No. 703+14-014 (55172)1-070 |
| tani Bulana | | 14th | August | | | 2007 |
| Jav | D. Smith & | Becky J. | day of | | | 19 |
| y and between | | | CAPHAN TO TATE | a har i | | |
| | 1 Box 93A ita, OK 73 | | Section of a state of | The second | | |
| AIOL | 1(4, 04 /3 | /19 | | | | |
| | P. P. 1 . D. | - 035 8 | | | | |
| American W | | | urita, OK 73719 | | bereinst | er colled Leaser (whether one or more) |
| | | | | | | hereinafter catler Lesor |
| Lessor, in considera | | & More | | Della | and 10.00 |) in hand paid, receipt of which reclusively unto issues for the purpose attons, all gases, and their respective |
| erein situated in County o | INTERNET, BOOM BOARD | Towns | with tot up employees, we lobows | Kansas | more, genes and their re- gether with any evention | sitions all gases, and their expective precise constituent products and other source transformed the source of the source transformed to be and the described as follows to we |
| Section XXX | | xxx | , XXX | | 647 | |
| | | | | | · · · · · · · · · · · · · · · · · · · | scree, truite or less, and al |
| Subject to the provi a still liquid hydrocarbona, in consideration of 1st. To delivity to considerations | the previous the asi for credit of lessor, | id issuer coverseri free of cost, in th | e pipe line to which lessee may co | hree year of from said land or entect wells on said h | a from this date tcalled " land with which asid far and, the equal one-sight | 'primary time"), and as long threeafter ad is pooled. h (%) part of all oil produced and eaver |
| Subject to the provi a off, liquid hydrocarbona, in consideration of 161. To delivity to rom the least province 2md. To pay lease it the market price at the remainer, of the standard a report Done Delice 181/ | istone herein contain gas or other respect the preview the set the credit of leaser, r for gas of whatsoo well, that, on to gas more of products the four of products the four year per net arangengh. | id issuer company free of cost, in the reer mature or kin and by Seaso, to ereferes, said pay i mineral are est | is and agrees: a pipe line to which leases may co of produced and sold, or used off (is a sector snot than conscission (is no sector snot that conscission (is not be made maching, when simed hereander, and if such pay | hree years of from said land or entect wells on axid h the precises, or used bit of the proceeds re r gas from a will go ment or sender is mo | a from this date testled " inend with which asid far and, the equal dos-sight in the manufacture of a ceived by leases from as valueding gas only in not when it will be considered | primary HENN"), and as long threeafte of is posted. In 760 pert of all off produced and saves any products therefrom, one-eighth 160 to asket, for the gas and used off the work of word, feases may pay on tende that gas is being produced within the |
| Subject to the provi or 0. liquid hydrocarbona. In consideration of 164. To deliver to come the leased permises. The market price at the remains, or in the manufa the market price at the remains, or in the manufa remains, or in the manufa remains of the preceding p This lease or any expension and in paying quantities. | where herein contain gave of other respect the premises the asi (he credit of lesser, r for gas of whatses well, that, on to gas well, that, on to gas well, other as the second cross of products the second products of the prevent gas of the second products of the second seco | id issuer covenant fore of cost, in the word source or kin mold by Sensee, in meetings, and pay infinetral area cost the primary term or shall have the times and be in fit | is and agreese: a pipe line to which leases may do a protocol and sold, or used off is a rest in most than one-alighth if ments to be made maximly. When sime between we do that the second sime between the second solution of the second solution of the second right to drill such well be ments in which like effect as if such well to which like effect as if such well | hree years of from anid land or o onect wells on anid b the premises, or used blot the precession of ani- onect or form a writ or most or form a writ or one drilling operation of drilling operation | a from this data scalled " a from this shirth and far and with which and far and, the manufacture of cover by leases from as addeding gas only in not cover by lease from as addeding gas only in not difference and dispatch. | primary item"), and as long threeafte of is pooled. In (10) part of all oil produced and save any products therefrom, one-sighth (10) ch asket, for the gas sold, used off the odd or used, have may pay or tands that gas is being produced within the menets to dvill a well within the tem |
| Subject to the provi- eral liquid hydrocarbana. In consideration of 181. To delivity to result the market price at the result, or in the minute the market price at the result, or in the minute the market price at the result, or the priceding p This have to any excess and in paying disabilities. If said lease or any excess and in paying disabilities. If and lease one you at a sid lease only in the your of the sid lease of only in the your of the sid lease of only in the your of the side sector only in the your of the side sector only in the your of the side sector only in the your of the side sector only in the your of the side sector of the sector of the side sector of the side sector of the side sector of the sector of the side sector of the | islone herein contain gas or other respect the previous the ani- the credit of lessor, it for an or gas well, that, as to gas well, that, as to gas to the second second converse of products the total second second converse of products the total second second converses of the lesses maintained during maintained during maintained during total second second converses to the total second second converses to the total second second total | id issuer covener fore of cost, in the over mature or kin and by Senson, in such by Senson, in such by Senson, in such as a such as a mineral acres cost the primary term or shall have the times and be in fa- the above describ- nar's interest beau | is and agreem: a pipe line to which leases may do a produced and add, or used off is a statut most than an exclusion i inter hereaucher, and if auch pay in herea' without further payment right to drill such will be inequire to the whole and used wide is for with line of them on the mitter and used will be on them on the mitter and used wide of them them on the mitter and used wide of them them on the mitter and used and the on the mitter and used wide for to the whole and used wide of the | hree years of from anid land or entext wells on anid 1 the precises, or used bit of the proceeds re- report from a well pro- ment or total proceeds or drilling operation of drilling operation of drilling operation that been completed wided for single cata | From this data tealled in and with which and fan and, the span one-sight in the manufacture of a coined by instead from an andering gas only is not actually a somethy in not actually a somethy in not actually a somethy in a coined in will be considered in the source of a somethy in a fi the lease shall co dilgence and dispatch. | primary titles"), and as long threeafter of is posted. In (14) part of all off produced and save any products therefrom, one-eighth (14) which asked, for the gas soid used off the work of vand, feases may pay or under that gas is being produced within the mmence to dvill a well within the term and if of or pag, or either of them, to first meallowed. Write berein provided for shall be pair |
| Subject to the provi and, liquid hydrocarbona, In consideration of 14. To delivity to con the leased premises 20. To pay lease the market price as the requiry Ore Delice (\$1, anguity Ore Delice anguity Ore only one of this lease or any crosses and in paying demotilian, If and lease or any crosses of and lease of the ore Leaser shell have the When requested by | isions herein contain ges or other respect the president the sup- the credit of lesses, in for gase of whatene- well, that, on to gas to a superior of providents the 500 per year per nei contained durings ion thereach the bear. This biase shall non- ion thereach the bear this biase shall on- perparties which her her right to use, free lesser, lesser also for | id issuer company free of cost, in the mer mature or kins and by beace, in ereforms, axid page influence of the primary local the primary local or shall have the times and be in for be abave descells nor's interest beach bery leaves's pipe hery leaves's pipe | is and agreese: a pipe line to which leasers may do a protocol and add, or used aff a so execute here there are added and are executed and and added and and are added and and and and and are added and and and and represent to be and report and and the affect as did used wolf to except into which like affect as of such wolf who there added and underliked for, not the whole and underliked for, and water produced an axid and for lines below ador days. | hree protocology of from anid land or of from anid land or other precises, or used bit of the proceeds are another a well or another sender is an or drilling operation bad been completed vided for simple esta a been's operation of | From this data stalled ' into with which used for and with which used for and, the recent on-sight in the manufacture of called by lease from as dueling as an early in not which it will be considered as if the lease shall co- different with the term of prem ne therein, then the roys hereon, except water from | primary titles"), and as long threeafter of is posted. In (14) part of all off produced and save any products therefrom, one-eighth (14) which asked, for the gas soid used off the work of vand, feases may pay or under that gas is being produced within the mmence to dvill a well within the term and if of or pag, or either of them, to first meallowed. Write berein provided for shall be pair |
| In consideration of let. To deliver to reen the leased provides. Ted. To pay lease it the market price as the remains, or the the second a reports One Deliver this second on paying quantities, and the lease may be if said leaser second of this leaser second of a least leaser second to all before only in the Lesser shall have the When requested by Na well shall be do | islone herein contain gas or other respect the presides the ani- the credit of lesson, in for gas of whenhow well, that, on to gas restrance of products the 000 per year per per per respective. Invite the second second this bisses shall can be shall do income the bisses shall can be right to use, free- lesson, issues shall be indown issues that 30 | id issuer company free of cost, in the work states of kins work by bases, in earliers, and by any mineral area est the primary term what have the the primary term what have the share the states interest bases of east gas, of an bory tensor's pipe to free to the bases | is and agreem: a pipe line to which leasers may do a pipeline to which leasers may do a sector most than one-ajtich i into sector mode monthly. When into here and the sector pipeline into the sector of the sector with right to drill each well to incept a hereof withhout further payment right to drill each well to incept or with line efficient of teach well well lead than the mitter and under the land than the mitter and under when here each well well when the lead than the mitter and under when the produced on said herd for lines below phow depth. | hree press of from asid land or entext wells on asid 1 the provision, or used to of the proceeds or well pr ment or tender is no or drilling operation of drilling operation of drilling operation of drilling operation of drilling operation of drilling operation of drilling operation of the simple cat | From this data stalled ' into with which used for and with which used for and, the recent on-sight in the manufacture of called by lease from as dueling as an early in not which it will be considered as if the lease shall co- different with the term of prem ne therein, then the roys hereon, except water from | primary titles"), and as long threeafter of is posted. In (14) part of all off produced and save any products therefrom, one-eighth (14) which asked, for the gas soid used off the work of vand, feases may pay or under that gas is being produced within the mmence to dvill a well within the term and if of or pag, or either of them, to first meallowed. Write berein provided for shall be pair |
| Subject to the provi and, liquid hydrocarbona, In consideration of 14. To delivity to con the leased premises. 20. To pay lease the market price as the requiry One Delive (b), requiry One Delive (b), the second of the second of an id beaution (b), Leaser shell have the Leaser shell have (b), Leaser shell have (b), | islone herein contain gas or other respect the president the sup- the credit of lesser, it is for a so of whatener well, that, on to gas churs of providents the 500 per year per ner so control of providents the 500 per year per ner so control of the base in thereod, the base in thereod, the base this bases shall nor a less intervet in a proportion which her thetar, lesser shall b that respect than 300 if demages caused by if demages caused by | id issues coverant; free of cost, in the metal bay beauty, in the metal bay beauty, in enforce, assist, in pre- enforce, assist, in the enforce and the in for the above describe they have been been of est gas, of an of est gas, of an of est gas, of an of they heavest pre- to remove all mo- | is and agreese: a pipe line to which leasers may do a pipe line to which leasers may do a produced and add, or used aff i a result most flats academic for a result most flats academic for a result and add with a partners, right to a ddi work will such agy a breese with like effect as if such will will be add than the mitre and undi- tes with like effect as if such will will be add than the mitre and undi- tes to be whole and undi-tight for- num being produced as will land for lines being with green and far- tes here new an mid premises wi- ne here new an mid premises wi- ne to be whole and undi-tight for- tes here new an mid premises wi- ne here new an mid premises wi- tes here new an mid premises wi- tes here new and the such as a such land. | hree panels of from anid land or of from anid land or entext wells on anid h the premises, as used h the fibe preceder as well ar anish or sender in an or drilling operation or drilling operation had been completed with enterness precedent theory with encourses the premises including the premises includin | From this data stalled i and with which and fan and, the recell one-tight! In the manufacture of a called by lease from as dueling gas any one of the stallarner was shall co- different was shall co- take the term of prom- te therein, except water from t of leases. | primary HPM [*]), and as long threeafie of is pooled. In (%) part of all oil produced and seven my products therefrom, an eligibilit (%) chastes, for the gas wild, used off the odd or used, leaver my pay or tende that gas is bring produced within the manner to defil a well within the term of if od or gas, we elither of them, is first meationed. Write bernin provided for shall be pair in the wells of beaux. |
| Subject to the provi and, liquid hydrocarbona, In consideration of 14. To deliver to con the leased preview. The deliver to the market price as the neutral price of the proceeding p this leaser or any excess and in paying quantiliar, if and letter delly in the p Lenser shall been When requested by Na well shall be do Lenser shall be of Lenser the state of either see has been furnished in the respect to the analycen | islone herein contain ges or other respect the president the sent the credit of lesses, in for gase of whatener well, that, on to gas inture of providents the 500 per year per neit in thereod, the bear this biase shall om a less interest in the propertien which her the interest in the second propertien which her is less interest in the respective shall be respective and the propertien which her is descent and the respective shall be in the second the second respective shall be interested and the respective second the second second second the period of the periods of the periods of the periods. | id issues eventuary form of cost, in the event actions on his and by tensors, is event actions of the main of the sector information of the eventual of the sector information of the best is the sector information of the best is the sector is a sector of the best is the sector is a sector of the best is the sector is a sector of the best is the sector of the sector of the sector of the sector sector of the sector is set of the | is and agreese: a pipe line to which leasers may do a pipe line to which leasers may do a produced and add, or used aff i no rent more than arealying the simed hereander, and if such pay is here in which the such pay is here in which the such pay is the such and the such pay is been able and underlike for- not be which and underlike for- net been ables and underlike for- ing to be which and underlike for- ing to be which and underlike for- ing to be which and underlike for- ing to be ables and underlike for- ing to be ables and underlike for- ing to be ables and underlike for- tions below play down depth. I are here new on maid pershaws wi- ing to proving crops on and land. I are here new on maid pershaws wi- the to proving crops on and land. I are here new on the subscription of the land of a man areas and the subscription of the land of the to the date of assignment. | hree present of from asid land or intect wells as asid b the presime, as used to be precedent or well or ment or fender in mo or drilling operation had been completed vided for simple reta- re besche operation t thout written conten- tion with research operation that been in operation t thout written conten- tor in gart is expre- r sologioren this respe- | From this data testlar i land with which asid far and with which asid far and, the rean longer of the ceived by lense from as design as an entry in not design and shaps too. The lense shall co- dilatence we dilatence, within the term of perm ne therein, then the roys hereen, except water from t of lenser. If the signed to daw and table sizeed, the corress table are regalites shall be | primary HPM ⁺), and as long threeafie of is peeled. It (is) pert of all oil produced and seven my products therefrom, one-sighth (it) etch asket, for the gas wild, used off the value of the gas, we either of them, is out of or each, leaver my pay or tende that gas is bring produced within the memory to dvill a well within the term of if out or gas, we either of them, is front remainment. while beenin provided for shall be pair in the wells of leaver. wereaster searing: tota hereof shall extend to their heirs a binding on the leaves path after the binding on the leaves path after the |
| Subject to the provi ord, liquid hydrocarbona, In consideration of 14. To deliver to on the leased permission in the lease permission is the second permission in the second permission is anyoing Own Deliver (13), sensing of the percending per- turbed the percending per- turbed to the percending per- density of the state of rei- versions and percent percending per- sect and beautifue the analyzes the respective the analyzes of the tensor may at any percendent the percending per- pendent the percending per- pendent the percent percent percent percent percent percent tensor percent percent percent percent percent percent percent percent percent percent percent percent percent percent percent | islone herein contain ges or other respect the president the sup- the credit of lesses, in for gas of whateou- well, (bat, on to gas torre of prostocat the 500 per year per net control of products the 500 per year per net arganga). maintained durings in thread, the less this base shall com- ne less intervet the tropartien which her in the state of the tropartien which her the sight to use, free the sight at any lines her sperty hereto is accessers or mange of the success and a line success and a successers or mange of the success and a successers or mange of the success and a successers or mange of the success and a successers or mange | id issues eventuary form of cost, in the event actions are high and by feasure, is which have the source of eventuary learns which have the source of eventuary and the source of event gas, of any of the abave denotifies and a source of the source of event gas, of any of the abave denotifies and a source of the source of event gas, of any of the source of the sourc | is and agreese: a pipe line to which leasers may do a pipe line to which leasers may do a so extend and add, or used aff a so extend and add, or used aff a so extend and add, and add, a so extend and add, add, a so extend and add, a so a solution of the add add add add, and add add add add add rest of the whole and undivided for, not the whole and undivided for, not the whole and undivided for, not the whole and undivided for, add add add add add add add here to the whole and undivided for, add add add add add add add add lease below pipe depth. a so there new on add particular add the to provide a single provides who here to the solution add provides who add to a towing a solution of the least a to the solution add add add add add to the down add add add add add to the down add add add add add add add to the down add add add add add add add add add ad | hree years of from asid land or intect wells on asid h the precises, ar used bit of the proceeds as well ar unsater sender is on or drilling operation bad been completed had been completed had been completed as a sender the strengt title of the strengt esta ar lesser's operation to thout written contents of premium, including or anigorement of run more nanigora the less one as any operation. | From this data testled ' into with which asid far and with which asid far and, the rean long-tight in the manufacture of a ceived by lease from as dueling as a why is not due it will be considered it of leaser. It of leaser. It will be down and the results what he can any slowed. The corese it is while or in part, is writhen ar partices of the | primary HTM ⁺), and as long threeafter of its pooled. In (14) part of all oil produced and save may products therefrom, one-righth (14) ch asket, for the gas usid, used off the old or used, leave may pay by tended that gas is being produced within the memore to drill a well within the term of (14) our gas, we either of them, b i first resultanced. Writes bernin provided for shall be pair in the wells of heave. |
| Subject to the provi off, liquid hydrocardona, In consideration of 16. To deliver to con the leased permisso- the market price at the remisso, or in the ensures the market price at the remisso, or in the ensures that the preceding p This fearer can be delived the preceding of the this lease or any ensures and in paying quantities, if said lease or any ensure and in paying quantities, if said lease remains the said lease of the this lease and lease to a said lease of the said lease is a said lease to a said the said lease of the Leaser shall have the the said of the said of the crasse shall have the the said of the said of the resures, administrates, see has been furnished its respect to the said good the said press of the All express of the pay for the said the said of the said the said of the said the said of the said the said of the said of the said the said the said of the said the sa | isions herein contain ges or ether respect the prencises the aci the credit of lesser, in for gas of whatsos well, (bas, on to gas vell, (bas, on to gas the second of lesser, or agregal, maintained during in thread, the best this bears shall com a less information of the respective time that the sight of any fire be right to use, here lesser, lesses that it do the second the second of the second to be sight at any fire the work and the second of performance and d second on the second of the work the transition of envery of the second to be sight at any fire the work of the second of the second of the second of performance and d second on the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of | id issues covenant, free of cost, in the event solater a labor and by beam, in resolution and the events, and pays models have the operation and be in for the primary issues of event, gas, eil as herey lensue's piper and a solation and be in free to show the bound of the to the bound of the to the bound of the to the bound of the construction of the construction of the sequence of the solation of th | is and agreese: a pipe line to which leasers may do a pipe line to which leasers may do a sector most than one-splitch f is sector most flats one-splitch f is sector most flats one splitch is a sector most flat and sector is a sector most flat and sector is a sector with local flat is sector in hereof without further payment right is shill earth well to incept on the back and used wide for sector with line efficient at such well well lead than the mitter and used well lead than the mitter and used well lead than the mitter and used is to the whole and used wide of the lines bally new on mild prevalues wi- me there new on mild prevalues wi- ma to growing crops on self land, whitters, and flatares placed to us to a size copy thereof. In creat is not to the date of assignment, u place af versul a release to the means ubject to all Paderal and flatares ubject to all Paderal and the land of the to to my blateral and the intermention of the date of assignment. The place af versul a release to the means ubject to all Paderal and flatares and the the second and the second of a set ablighties as to the means ubject to all Paderal and flatares to to the second and the second of the second the second and the second of the second the second and the second the sec | hree years of from asid land or entert wells on asid h the premises, ar used bit of the proceeds ar well pr ment or tender in m or drilling operation with reasonable had been completed with the submer templeted with the submer templeted thout written content thout written content or in good is expre- ted permises, including or in good is expre- ted permises, including or in good is expre- ted permises. Including or in good is expre- sed permet. If you want to submer any this loss the permises of the per- ted permises. | From this data stalled " into avoid with which asid far and with which asid far and, the spin down of the ceived by lease from as defining as any only in not defining any any spin down and the term of pears of the lease shall con- dition of the term of pears of the lease shall con- dition of the term of pears within the term of pears of the sight in dawn of the spin while an in part of m, in while an in part, he rule ar particular is the state of part of the spin of the m. In while an in part, he | primary item"), and as long threeafed of is pooled. In (16) part of all oil produced and save any products therefrom, an e-righth (16) obd or used, leave may pay and the that gas is bring produced within the mennes to drill a well within the ter- or of (1 of or gas, or either of drives, b (16) and (16) and (16) and (16) and (16) or and (16) and (16) and (16) and (16) or first measimed. while herein provided for shall be pair in the wells of leaser. In the wells of leaser, while here of all extend to their heigh a binding on the bases notil after the save shall be releved at all obligation above thereined premises and thereb and this lease shall not be terminate. Rule , Rule of |
| Subject to the provi oft, listed hydrocardona, In consideration of the second permission and the leased permission the market price at the remission of the second permission in paylor. One Dellas (11), anning of the preceding p This lease or any ensure and in paylor Dellas (11), this lease or any ensure and in paylor generation, if and lease or any ensure and in paylor of the Lease shell have 1 When requested by the Lease shell have 1 If the eather of reis requires, administrates, are han been tarninabed the respect to the analysis when a lease that a so a All express or may due to paylor a lease the source of the second permission when a lease the second permission of the second permission of the second here the second permission when a lease of a difference of the source of the second permission of the second permission of the when a lease a the second permission of the second permission of the second when a lease a the second permission of the source of the second permission of the second period permission permission of the second period permission of the second permission of the source of the second permission of the second period permission of the second permission of the second period permission of the second permission | islone herein contain ges or ether respect the prencises the aci the credit of lesser, in for gas of whatsoe well, (bas, on to gas the credit of lesser, in the credit of lesser, in the credit of the less this bear a shall com- or shared, the less this bear a shall com- in the of the less this bear a shall com- in the of the less this bear a shall com- to respective that the traperises which be registed on any fire- tesser, lesses that it has a first of the shall com- ton and the shall com- ent of the shall com- sectors and any time accessors or many the within the shall be accessors or many the shall in the shall be even held liable in do write and agrees to do write a shall be the do write and agrees to do write a shall be the do write and agrees to do write a shall be the do write and agrees to do write a shall be the do write a shall be the do write and agrees to do write a shall be the do write a shall be do write a shall be the do write a shall be do write a shall be the do write a shall be | id issues covenant form of cost, in the order solution of the solution of the solution of the presence of the solution of the solution of the order of the solution of the solution of the solution of the solution of the solution of the solution of the line of the solution of the solution of the line of the solution of the source and solution of the solution of the solution of the source and solution of the solution of the solution of the source and solution of the solution of the solution of the source and solution of the solution of the solution of the source and solution of the solution of the solution of the solution of the source and solution of the solution of the solution of the solution of the source and solution of the solution of th | is and agreese: a pipe line to which leasers may do a pipe line to which leasers may do a next most than act-ajtich f in a next most than act-ajtich f investing to be made marking. When in hereose and the starth pipe in hereose the line act and the margine right is a drift such well to margine the line and then the mark may ac- different than the mark may also be all least than the mitter and undi- ted least the mitter and undi- ne to the whole and undi-ticked f in the providese the mitter and undi- ted least provide the start actions with the inste data of assigning in whole it is the average the release to set at all addigities as to the assess the line the terms described, and ag- her to the whole the data of pipe setting the mitter of advantion of pipels and the line the start actions to the marks the line there is described, and ag- her to the whole the data of pipels and the line there is described, and ag- inger and there is described, and ag- mether the data of advantion of appen- setting the whole the lease is an and the line there is the start of advantion of appen- methers. A start of advantion of a pipels and the line the line the line the line as the start of a pipels and the line the line the line as the start of advantion of advan | hree years of from asid land or entert wells on asid h the premises, ar used bit of the proceeds as well pr ment or sender in mo- or drilling operation of drilling operation with reasonable had been completed that the simple enta- rise of the pre- tion of the second second theory wellten conner- t on in pre- tion of the second of the second second of the second second of the second second the second second second second second the second second second second the second second second second second second second second the second se | From this data stalled ' inset with which asid far and with which asid far and, the equal con-sightl in the manufacture of a caived by lease from as defining an analysis of the stallar of the stall of difference and disputed, within the stars of pears of the lease shall con- difference and disputed, within the stars of pears of the stallar of the stallar or equilate shall be and hence, the stars and the stars of the stars and the stars of the stallar or equilate shall be within white or in part, the start of stars failure is the held have the right of an e subrigation of the stars in and homesed in the star in and homesed in the start of the start is the held have the right of an e subrigation in the | primary term"), and as long threeafur of is pooled. In (16) part of all oil produced and save any products therefrom, an exightly (i) only or each lease may pay we tend oth or each lease may pay we tend oth of or each leaser may pay we tend of of oil or gas, we either of the same of if oil or gas, we either of discr. I first remainment, while herein provided for shall be pail in the wells of leaser. |
| Subject to the provi oft, liquid hydrocardona, In consideration of the second permission with the lease of permission the market price at the market price at the market price at the market of the preceding p This lease or any ensent and in paylong quantitate, if a axid lease reams and in paylong quantitate, if a axid lease reams a sid lease of any ensent and in paylong quantitate, if a axid lease reams a sid lease of any ensent and in paylong quantitate, if a axid lease reams a sid lease of any first Leaser shall have i When requested by If the eaties of ris Leaser shall have i if the eaties of ris requires, administrates, see has been furnished the respect to the anigner Leaser may at any strender this lease as to p All express or may dury reader this lease as to p All express or may at mode and fight a forward of the response or may be reader this leaser, as the paylon where a fight of dower and mechanism for thereads and fight of dower and mechanism of oil, gas or units not according at the theorem and of oil, gas or units not according at the state of the the assession of a condition of oil of the assession of the second of the state of the theorem of the second of the second of the second neuron of oil, gas or units not according at the second of the | islone herein reactain ges or ether respect the pression the aci the credit of lesser, it for gas of whatsos well, (bas, on to gas the credit of lesser, it is a second second the second of the less this bear what are reportion which here in thread the less this bear what are reportion which here the right to use, here lesser, lesses that are in the second second by the sight at any time the second second by the sight at any time the second second second period at any time second and arres to do second a second second by the sight at any time the second second second period at any time second second second second period at any time second second second second the second second second period second sec | id issues covenant form of cost, in the work acture or lots and by beach, in and the second second of the second second devices and the second device of the second devices devices and second se | is and agreese: a pipe line to which leasers may 60 at pipe line to which leasers may 60 at service most that actually. Which is a restrict most that actually. Which is a restrict most that actually. Which is a restrict most that actually actually is a restrict most that actually actually is a restrict actual actually actually is here is a restrict and used in a set of the which and used is a respin of least than the entire and used is to the whole and used is a first into the whole and used is a first into the set and used is a first into the set of a set of the set of the is the set of a set of the last or here here we densite in whole it is the averaging in the last of a faile altightions as the averaging the lastic of an actual act or pipe and actual addightions are to the averaging the lastic of averaging a piperover is the lastic between described, and appresent the lastic between described, and appresent the lastic of averaging and the lastic of pape settings, hereby rearres the actual the lastic between described, and appresent the lastic between described, and appresent the lastic of averaging and the lastic of a pape settings, hereby rearres and the paperover and the setting the lastic between described and the setting and the lastic between described and the setting the lastic between described and the setting and the lastic between described and the setting and the lastic between described and the setting the lastic between described and the setting and the lasti | hree years of from anid land or entert wells on anid 1 the preceives, ar used bit of the proceeds as well pr man for a well pr that been completed that been completed that been completed that wellten conner or an appendic a conner or a second of the second or a second of the conner or a second of the second or a second of the second or a second of the second or the prevented by. converting second by the lease or after to properly of man for a second of the second or after to properly of man appendic for the second or after to properly of man appendic the second of the former and the second by the lease or after to properly of man appendic the second the former and the second of the former and the man appendic to the second the second by the lease | From this data stalled ' instrument's which asid far and with which asid far and, the equal con-sightl in the manufacture of a caived by lease from as defining an analysis of the stallar of the star of parts within the star of departs, within the star of departs, within the star of departs within the star of departs within the star of departs of the sight to data with from t of leaser. It of leaser. It of leaser t of leaser and the covers late or expellion shall be availed on particles that have been be explored to the represent to the spectrum to reach the star of the re- rest star factor is the half homester is the half homester is the half homester is the star any parties therein to be of macte continue. | primary time"), and as long threeafs of is posted. It (is) part of all of produced and save my products therefrom, an eligibilit (is the asket, for the gas sold, used off in which or used, leave may pay or tends that gas is being produced within the memory to dvill a well within the terr or of if old or gas, we eliber of them, b front emotioned. While beening provided for shall be pair in the wells of leaver. |

State for kneats, 6/27/2887 1:25:03 PH BOOK # GAG9 Page 12:25:03 PH Protection 12:25 Pages Recorded: 2 Pages Recorded: 750 Pages Recorded: 6/27/2887 1:25:03 PH Pages Recorded: 6/27/2887 1:25:05 PH IN WITNESS WHEREOF, the u year first above write Smith 0 Becky J. Smith Jay J. Tax I.D.#



November 12, 2010

Cecil O'Brate American Warrior, Inc. 3118 Cummings Rd PO BOX 399 GARDEN CITY, KS 67846

Re: Drilling Pit Application Smith 2-6 Sec.06-34S-08W Harper County, Kansas

Dear Cecil O'Brate:

District staff has inspected the above referenced location and has determined that the Haul-Off pit shall be constructed **without slots**, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the Haul-Off pit within 1 week of completion of drilling operations.

NO completion fluids or non-exempt wastes shall be placed in the Haul-Off pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (316) 630-4000 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

If you have any questions or concerns please feel free to contact the District Office at (316) 630-4000.