For KCC Use:

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District	#	

Yes No SGA?

Form

# KANSAS CORPORATION COMMISSION

**OIL & GAS CONSERVATION DIVISION** 

March 2010 Form must be Typed Form must be Signed All blanks must be Filled

Form C-1

1050240

Must be approved by KCC five (5) days prior to commencing well

KSONA-1,	Certification of	Compliance w	vith the Kansas	Surface Owne	r Notification A	ct, MUST b	e submitted v	vith this form
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Expected Spud Date:	Spot Description:
month day year	Sec Twp S. R E W
OPERATOR: License#	
Name:	
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	Target Formation(s):
Well Drilled For:       Well Class:       Type Equipment:         Oil       Enh Rec       Infield       Mud Rotary         Gas       Storage       Pool Ext.       Air Rotary         Disposal       Wildcat       Cable         Seismic ;       # of Holes       Other         Other:	Nearest Lease or unit boundary line (in footage):         Ground Surface Elevation:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR )
KCC DKT #:	Will Cores be taken?
	If Yes, proposed zone:

#### **AFFIDAVIT**

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

- 1. Notify the appropriate district office *prior* to spudding of well;
- 2. A copy of the approved notice of intent to drill shall be posted on each drilling rig;
- 3. The minimum amount of surface pipe as specified below shall be set by circulating cement to the top; in all cases surface pipe shall be set through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
- 4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary prior to plugging;
- 5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
- 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 DAYS of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. In all cases, NOTIFY district office prior to any cementing.

### Submitted Electronically

For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT. II
Approved by:	
This authorization expires:	tarted within 12 months of approval date.)
Spud date: Ag	gent:

#### Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

ш

Well will not be drilled or Permit Expired Date: \_ Signature of Operator or Agent:



For KCC Use ONLY

API # 15 - \_\_\_\_

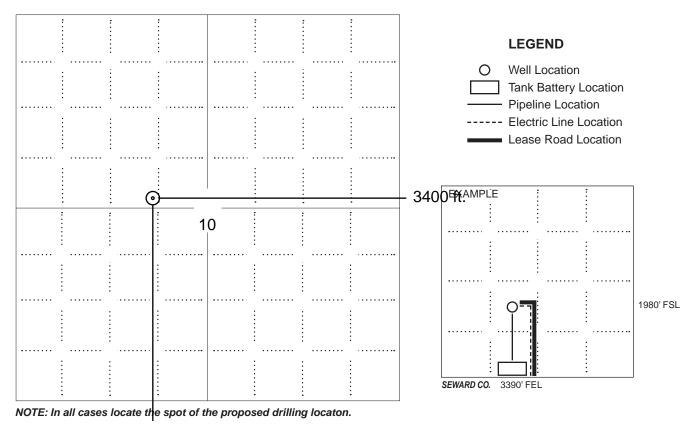
#### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R E 📃 W
Number of Acres attributable to well:	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. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



## 2770 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).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

Side Two



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION Form CDP-1 May 2010 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: \_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Pit is: **Emergency Pit** Burn Pit Proposed Existing Sec.\_\_\_\_Twp.\_\_\_\_R.\_\_\_ East West Settling Pit **Drilling Pit** If Existing, date constructed: Feet from North / South Line of Section Haul-Off Pit Workover Pit \_\_\_\_Feet from \_\_\_ East / \_\_\_ West Line of Section Pit capacity: (If WP Supply API No. or Year Drilled) County \_(bbls) Is the pit located in a Sensitive Ground Water Area? Yes 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? Yes Yes No No \_\_\_\_Length (feet) \_\_\_ \_\_\_\_\_Width (feet) Pit dimensions (all but working pits): 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 Describe procedures for periodic maintenance and determining material, thickness and installation procedure. liner integrity, including any special monitoring. Depth to shallowest fresh water \_\_\_\_ Distance to nearest water well within one-mile of pit: feet. Source of information: KDWR measured well owner electric log \_feet Depth of water well \_\_\_\_ \_\_ feet 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 be closed within 365 days of spud date. Submitted Electronically KCC OFFICE USE ONLY

 Liner
 Steel Pit
 RFAC
 RFAS

 Date Received:
 Permit Number:
 Permit Date:
 Lease Inspection:
 Yes
 No

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT Form KSONA-1 July 2010 Form Must Be Typed Form must be Signed All blanks must be Filled

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City:          Zip:            Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

#### Select one of the following:

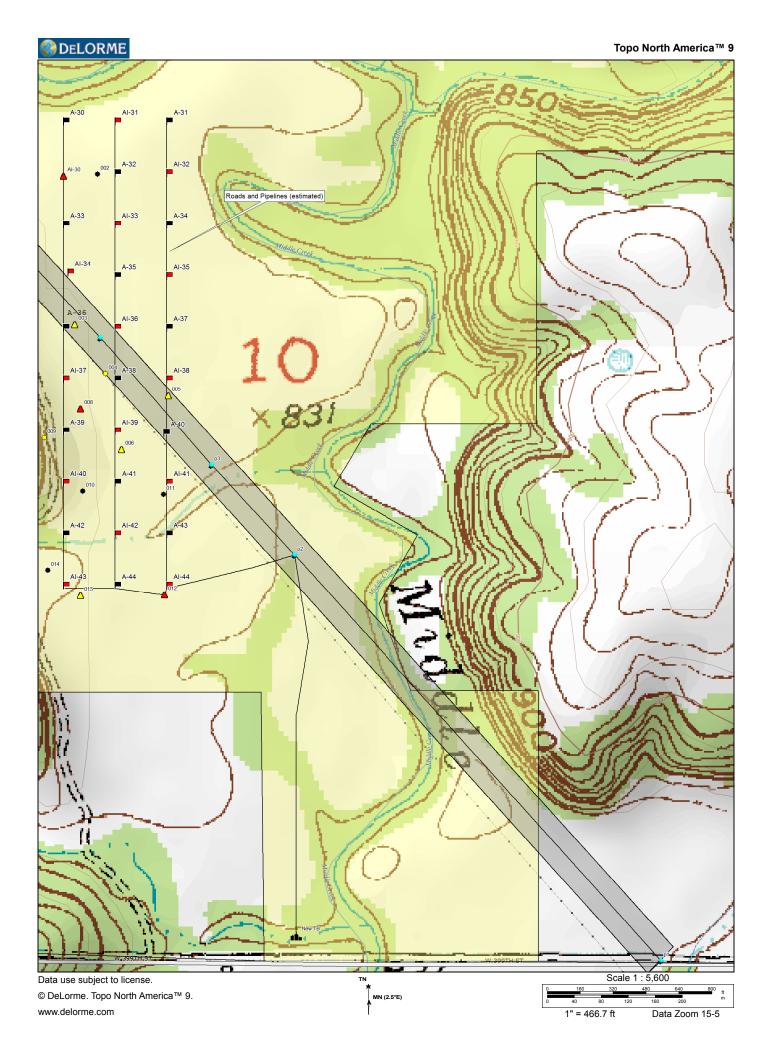
- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- □ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

### Submitted Electronically

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and the second	
(KANSAB) OIL AND GAS LEASE THE WESTERN SPIRIT Paola, Kansas	
AGREEMENT Made and entered into the 27th day of April	•
by and botween Howard L. Middsugh and Fern M. Middaugh, husband and wife; Walter E. Binkley and Jeanning Binkley, husband and wife; Ivan Karr and Mary Karr, husband and wife,	
and Robert'A. Mason Party of the first part, hereafter called lessor (whether one or more)	
WITNESSETH, That the said lessor, for and in consideration of <u>Ten (\$10.00)</u> . DOLLARS	
part of lesses to be paid, kept and performed, has granted, demised, isased and let and by these presents does grant, demise, lesses and let unto the said isase, for the soils and only purpose of mining and operating for oil and gas, and laying pipe lines, and the care of end granted, all that certain trast of the soils and only purpose of mining and the care of end granted, all that certain trast of the soil is and the care of end granted, all that certain trast of the soil is and the care of end granted, all that certain trast of the soil is and the care of the soil of the soil is the soil of the soil is and the care of the soil of the soil is the soil of	PAR
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All that part of the West Half of the Northeast Quarter of the Northwest Quarter of Section 10, Township 19 South, Range 24 East, lying south of	<b>L</b>
All Middle Creck, containing 8 scres, more or less	
The Northwest Quarter of the Southeast Quarter of Section 3, and the Southwest Quarter of the Southeast Quarter of Section 3, and the South Half of the Southwest Quarter of Section 3, all in Township 19, Range 24;	
All of the North Helf of the Southwest Quarter, and the South Helf of the	
Northwest Quartor, all in Section 3; also the Southeast Quartor of the Northeast Quarter of Section 4, all in Township 19, Range 24, containing 200 acros, more or loss:	7
Commencing at the Northeast corner of the Southwest Quarter of the Northeast	
Quarter of Section 4, Township 19, Range 24, running thence South along the Quarter Section line 36 rods; thence West 20 rods parallol with the half	 1
conter of the channel of Middle Creck, and to the Quarter Section line; thence	1
beginning, containing 4 1/2 acres, more or less; Also beginning 36 rods South of the Northeast corner of the Southwest Quarter of the Northeast Quarter	
of said Section 4, being at the Southeast corner of the tract above described, running thence South along the Quartor Section line 44 rods, more or less, to the half Section line, thence West along the Half Section line 20 rods to a	
stone; thence in a northerly direction 44 rods, more or less, to the Southwest	
along the South line of the tract first above described to the place of beginning, containing 5 1/2 acres, more or less;	
Southcast Quarter of the Northwest Quarter; also the Southwest Quarter of the Northeast Quarter of Section 10, Township 19, Range 24;	
The North Half of the Southwest Quarter of Section 10, Township 19 South,	a u
That part of the Nest Half of the Northeast Guarter of the Northwest Guarter	
of Section 10, Township 19, Range 24, Lying North of Middle Crook, ell in Misci County, Kansas, and containing 12 acres, more or less;	
Lesson hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lesses shall have the right at any time to redeem for lessor, by payment, 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. The additional provisions contained in Exhibit "A" attached are incorporated herein.	
In Testimony Whereof We Bign, this the 27th day of April 10.66	
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Earn M. Middaugh (BEAL)	\$*
G 237 + 344 (SEAL)	
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(SEAL)	1
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abali terminate is to both Darties, unless the lesses on or before the expiration of saidmonths shall resumption of dramate ID branch and in the same manner or hereinbefore provided. And it is arread has the provided shall be provided	and all Sh	other rights conferred. would the first well drilled on	a the above described in	and be a dry hole, then	and in that event, if th	he second well is	not com-
Che royalities and resides herein periods shall be paid the lessor only in the proportion which his interest bears to the whole and main row on and for its operations thereon, except where from wells NEXIMARS. Or DONGS OF 169807.         water from wells NEXIMARS or DONGS OF 169807.         No wall shall be drilled nearsr than 300 feet to the house or barn now on and premises, without the written consont of the second and remove casing.         Tassees shall bary the right start has 200 feet to the house or barn now on and premises, including the right to the second by lessee's operations to srowing crops on and premises, including the right to the second or asignment or exception and the privilege of assigning in whole or in part is expressly allowed), the first start and remove cashing.         If the setate of allber party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the draw and or assignment or exceptions described here and the marking or exception and the lesses whall be setated as its assigned as to be and and the and prove or and the setate of allber of the remove all and the marking or assignment of exceptions described here and and the marking or assignment or exceptions described here and the marking or exception and the set of the set of the remove of the and prove is allowed), the addition is to remove all addition as a set of the set of the remove of the and and the marking or assignment of exception assignment or exception assignment or exception and and the marking or exception and assignment of the set of the remove of	shall terr of rental payment thereof, If	minate as to both parties, un le la the wine amount and i tor rentais, as above provide their continue in force just maid lessor owns a less inter	inless the lesses on or be in the same manner or -) ed, that the last precedin as though thore had be irest in the above describ	efore the expiration of a hereinbefore provided. Ing paragraph hereof, go see no interruption in ( bed land than the entir	And it is agreed than overning the payment the rental payments or and undivided for a	shall resume the t upon the resum of rentals and simple estate the	rein, then
No well shall be drilled means than 300 feet to the house or barn now on maid premises, without the written consont of the Lesses shall pay for demands changes counted by henced or premove all machinery and fixtures placed on said promises, including the right to draw and remove setting. The state of either party hereto is assigned (and the privileges of assigning in whole or in part is expressly allowed), the consents before assignment of events of either party hereto is assigned (and the privileges of assigning in whole or in part is expressly allowed), the formatis hereof aball extend to their events of a state of either events of either events of the events of either events of the priviles aball by drive to the second to the events of the bard of a set formation of the events of the priviles aball by drive to the formation of the events of the priviles in a first of the formation of the events of the priviles in the priviles in the second of the state of either events of the priviles in the formation of the events of the formation of the events of the priviles in the second of the state of the priviles in the second of the state of the priviles in the second of the seco	the roya undivide La water fi W	alties and contain herein pro- ed for, eases shall have the right to from wells XX EMARK, OF Then requested by lessor, is	wided shall be paid the use, free of cost, gas, of ponds of less mee shall bury issues's	lessor only in the prope il, and water produced SOT . i pipe lines below plow	ortion which his inter- dy on said land for its depth.	operations thered	whole and
be referred a half extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment or a true copy thereoft extend to be leased until after the lease has boom furnished with a part of a no parts of the solve decentred lands and the series respected in the owner to part or part of default in the part of the properties and the series of and part or parts of the former of the series shall do make do part of the land or assignment or a true copy thereoft due from the set of and parts of the former of the series shall do make do part of the respected lands part of the rest due from the set of and parts of parts of default in the parts of the properties and agrees to defend the tills to the lands herein described, and agrees that the leases shall have the right at any time to redeem for leaser, bay and or other in the sol of the holder thereof. The additional provisions contained in Exhibit of the holder thereof. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional of the sign, this the 27th day of April 1966 (SEAL) A 226/ 4 353 (SEAL) A 226/ 4 353 (SEAL) A 226/ 4 353 (SEAL) A 226/ 4 353 (SEAL) A 323/ 4 324 (SEAL) A 324/ 4 324 (SEAL) A 324/ 4	No lessor. I.4 Y.4 draw at	o well shall be drilled neare esses shall pay for damages esses shall have the right at nd remove casing.	er than 290 feet to the h caused by lessee's oper t any time to remove all	house or barn now on m rations to growing crops i machinery and fixture	aid premises, without s on said land. s placed on said prem	uses, including th	ne right to
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Lessor hereby varrants and agrees to defend the tile to the lands herein described, and agrees that the lesses shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other lless on the above described lands, in the ovest of default of payment by lessor, and be subrogated to the rights of the holder thereof. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provision attached are incorporated (BEAL) The additional provision attached attached are incorporated (BEAL) The additional provision attached (BEAL) The additional provision attache		ment of the proportionate p n so far as it covers a part of f-said reatal.	or parts of said lands up	pon which the said ices	lefault shall not open ou or any assignce th	<del>sta to delcat, or d</del> torest shall make	attoot-title - duo-pay-
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Conservation Division Finney State Office Building 130 S. Market, Rm. 2078 Wichita, KS 67202-3802

Thomas E. Wright, Chairman Ward Loyd, Commissioner



phone: 316-337-6200 fax: 316-337-6211 http://kcc.ks.gov/

Corporation Commission

Sam Brownback, Governor

February 03, 2011

Phil Frick Altavista Energy, Inc. 4595 K-33 Highway PO BOX 128 WELLSVILLE, KS 66092

Re: Drilling Pit Application API 15-121-28831-00-00 Middaugh A-38 NW/4 Sec.10-19S-24E Miami County, Kansas

Dear Phil Frick:

District staff has inspected the above referenced location and has determined that the reserve 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 reserve pit as soon as practical after drilling operations have ceased.

# If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 432-2300 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.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (620) 432-2300.