

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

For KCC	Use:	
Effective	Date:	
District #	:	
SGA?	Yes No	

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1050466

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

NOTICE OF INTENT TO DRILL

Expected Spud Date:	Spot Description:
month day year	Sec Twp S. R 🔲 E 🔲 V
DPERATOR: License#	(0/0/0/0) feet from N / S Line of Section
Name:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State: Zip: +	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: I II
	Length of Surface Pipe Planned to be set: Length of Conductor Pipe (if any):
Operator:	Projected Total Depth:
Well Name: Original Total Depth:	Formation at Total Depth:
Original Completion Date Original Total Deptil	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
CC DKT #·	
NOO DINT #	Will Cores be taken? YesN
OO DINI #	Will Cores be taken?N If Yes, proposed zone:
AFF	If Yes, proposed zone:
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Side Two



For KCC Use ONLY	
API # 15	

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

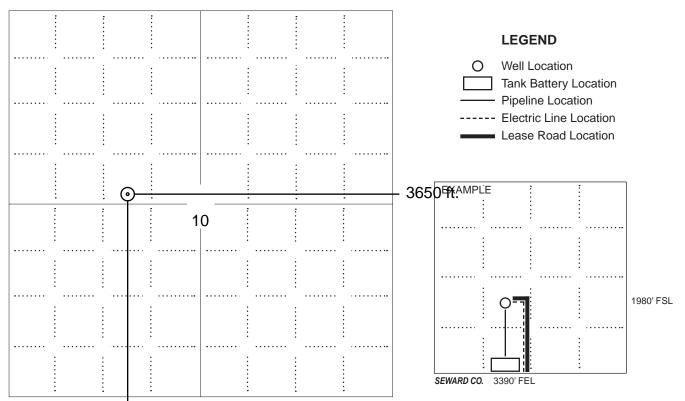
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	SecTwpS. 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.



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

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.



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1050466

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: Emergency Pit Burn Pit	Pit is:		SecTwp R			
Settling Pit Drilling Pit	If Existing, date con		Feet from North / South Line of Section			
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:(bbls)		Feet from East / West Line of Section County			
Is the pit located in a Sensitive Ground Water A	rea? Yes N	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)			
Is the bottom below ground level? Yes No	Artificial Liner?	0	How is the pit lined if a plastic liner is not used?			
Pit dimensions (all but working pits):	Length (fee	t)	Width (feet) N/A: Steel Pits			
Depth fro	om ground level to deep	pest point:	(feet) No Pit			
If the pit is lined give a brief description of the line material, thickness and installation procedure.	itei		dures for periodic maintenance and determining ncluding any special monitoring.			
Distance to nearest water well within one-mile of	of pit:	Depth to shallo	west fresh water feet. mation:			
feet Depth of water well	feet	measured	well owner electric log KDWR			
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	over and Haul-Off Pits ONLY:			
Producing Formation:		Type of materia	al utilized in drilling/workover:			
Number of producing wells on lease:		Number of working pits to be utilized:				
Barrels of fluid produced daily:		Abandonment p	procedure:			
Does the slope from the tank battery allow all splow into the pit? Yes No	pilled fluids to	Drill pits must b	pe closed within 365 days of spud date.			
Submitted Electronically						
	кссс	OFFICE USE OI	NLY Liner Steel Pit RFAC RFAS			
Date Received: Permit Numb	ber:	Permi	t Date: Lease Inspection: Yes No			



Kansas Corporation Commission Oil & Gas Conservation Division

1050466

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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 (CB-1)	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)				
OPERATOR: License #	Well Location:				
Name:	SecTwpS. R East				
Address 1:	County:				
Address 2:	Lease Name: Well #:				
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of				
Contact Person:	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:					
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.				
☐ I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be to CP-1 that I am filing in connection with this form; 2) if the form to form; and 3) my operator name, address, phone number, fax, at ☐ I have not provided this information to the surface owner(s). I at KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this				
task, I acknowledge that I am being charged a \$30.00 handling If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1				
Submitted Electronically					

OIL AND GAS LEASE

THE WESTERN SPIRM

GREEMENT Made and entered into the 27th day of	April	19.5.5
y and between Howard L. Middaugh and Fexn M. Middaugh, h	usband and wife: Walter E.	
Binkley and Jeannine Binkley, husband and wife; Ivan K		and wif
Robert A. Mason	t, hereafter called lessor (whather one	
	party of the second p	art, lesson
VITNESSETH, That the said lessor, for and in consideration ofTen_(\$1 ash in hand paid, receipt of which is hereby acknowledged, and of the covenant	te and appearants hereinefter contain	DOLLARS
art Of 199900 to De Baid. Held and performed, has greated demined termed and le	t and he there presents does creat de-	mine lesse
nd let unto the said lesses, for the sole and only purpose of mining and operatualising tanks, powers, stations and structures thereon to produce, save and tak	to care of said product, all that cortain	in tract of -
all allered in the Country of Millians	I'll these of Wanner Samuelland on Sallan	we. 10-witt
West Shiff of this Marthurst Courter of Section 10. To-	mahip 19, Range 24, affair of	
containing 80 ceres, more or less;		91
All that part of the West Half of the Northeast Quart	on of the Newthwest	
Quarter of Section 10, Township 19 South, Range 24 Ea	ist. lying south of	
Aiddle Creek, containing 8 acres, more or less;		2050.6
was the second s		7 40
The Northwest Quarter of the Southeast Quarter of Sec	ction 3, and the Southwest	i kraje
Quarter of the Southeast Quarter of Section 3, and th		Sec. 24.1
Southwest Quarter of Section 3, all in Township 19, F	Kango 24;	* 20 * *
All of the North Helf of the Southwest Quarter, and t	the South Held of the	1.0
Northwest Quartor, all in Section 3: also the Souther		at a low
Quarter of Section 4, all in Township 19, Range 24,		A contract
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section line; thence in a Northerly direction 36 rod: conter of the channel of Middle Creek, and to the Qu		***. *******
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ACKNOWLE	DGMENT
State of Missouri County of Clay	
On this 24th day of August Personally appeared Walter E. Binkley	
Fern M. Middaugh	•••••••••••••••••••••••••••••••••••••••
to me known to be the persons described in and who executed	the foregoing instrument, and acknowledged that they executed
the same as their free act and deed. IN TESTIMONY WHEREOF, I haveunto set my hand and af	fixed my official seal at my office in
STAR STAR	Notary Public Land Mear last above written. Notary Public Land B. Luther
My Common Selon Expired & July 31, 1977	County of Jackson State of Missouri
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Recorder's Fee, 8 4.00

Deputy

EASEMENT CONVEYANCE

Conservation Division Finney State Office Building 130 S. Market, Rm. 2078 Wichita, KS 67202-3802



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

Thomas E. Wright, Chairman Ward Loyd, Commissioner Corporation Commission Sam Brownback, Governor

NOTICE TO OPERATORS FILING INTENT TO DRILL FOR DISPOSAL OR ENHANCED RECOVERY INJECTION WELLS, (CLASS II INJECTION WELL)

The attached approved Notice of Intent to Drill indicates the proposed well is to be used for injection. An approved "Intent to Drill" does not approve injection authority as a Class II Injection Well in Kansas.

Before any well is used for injection purposes, the operator must file an application for injection authority in accordance with K.A.R. 82-3-401 and provide notice in accordance with K.A.R. 82-3-402. The Conservation Division must issue a written permit granting the application before commencement of injection.

The Conservation Division requirements and restrictions associated with Class II Injection are identified in K.A.R. 82-3-400 et seq of our regulations. Associated regulations governing drilling, completion and injection applications may be found in K.A.R. 82-3-135, Table I, Table II, in the Cedar Hills Sandstone Moratorium, (Docket #156,397-C), and the Eastern Kansas Surface Casing Order, (Docket #133,891-C).

If you have questions regarding the approval of injection authority, an injection application may be filed as a "Design Approval" before actual drilling and completion of the well occurs. If you have any questions or concerns regarding Class II injection wells or regulations, call the Underground Injection Control Department at 316-337-6200.

Failure to obtain commission approval before beginning injection is punishable by a penalty, shut-in of the well or both.

Conservation Division Finney State Office Building 130 S. Market, Rm. 2078 Wichita, KS 67202-3802



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

Thomas E. Wright, Chairman Ward Loyd, Commissioner Corporation Commission

Sam Brownback, Governor

February 08, 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 AI-37 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 <u>without slots</u>, 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.