

### KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

078278

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  Settling Pit  Drilling Pit  Haul-Off Pit  (If WP Supply API No. or Year Drilled)  Is the pit located in a Sensitive Ground Water A	Pit is:  Proposed Existing  If Existing, date constructed:  Pit capacity:  (bbls)		SecTwp R East West Feet from North / South Line of Section Feet from East / West Line of Section County Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)			
Is the bottom below ground level?  Yes No	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?			
Pit dimensions (all but working pits):Length (feet)  Depth from ground level to deepest						
If the pit is lined give a brief description of the li material, thickness and installation procedure.			dures for periodic maintenance and determining acluding any special monitoring.			
		Depth to shallowest fresh water feet. Source of information:				
feet Depth of water well	feet	measured	well owner electric log KDWR			
Emergency, Settling and Burn Pits ONLY:  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		Drilling, Workover and Haul-Off Pits ONLY:  Type of material utilized in drilling/workover:  Number of working pits to be utilized:  Abandonment procedure:				
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 Num	ber:	Permi	t Date: Lease Inspection: Yes No			

# Kansas Corporation Commission Oil & Gas Conservation Division

## HAUL-OFF PIT APPLICATION FILING REQUIREMENTS

82-3-607	DICDOCAL	AND DIT	CONTENTS.
8/5-DU/	DISPUSAL		COMITMIS

- (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: $\square$ Yes $\square$ No
Haul-off pit is located in an off-site disposal area on acreage owned by the same landowner: $\square$ Yes $\square$ No If yes, written permission from the land owner must be obtained. Attach writte permission to haul-off pit application.
Haul-off pit is located in an off-site disposal area on another <b>producing</b> lease or unit operated by the same operator: $\square$ Yes $\square$ No If yes, written permission from the land owner must be obtained. Attachermission and a copy of the lease assignment that covers the acreage where the haul-off pit is to blocated, to the haul-off pit application.

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MERIS CUMTY. REGISTER OF DEEDS HITY, KANSOS Page: 715 Total Fees: \$16.66

GAS Receipt #: 8349

\*\*Receipt #: 8349

\*\*LEASERecorded: 3

Date Recorded: 12/23/2818 18:32:82 AM

pi. star petween AGREEMENT, MA र्म कार्य कारकान्त्रं आठ रोम Keith A. Herington, KS 67449 3133 "ע" Albrecht and his wife, day of November Julie Albrecht 2010 reinalter called "lessor" (whether one or more C800080

Lessor, in consideration of Tan sum more Dollars (\$10.00) in hand paid. Ten and more Dollars (\$10.00+) in hand paid, remeight of which is here acknowledged and of the mystem provided and of the suprements of the purpose of investigating, exploring by geophysical of other means, prospecting diffing, mining and operating for and producing oil, liquid hydrosuphone, fill gases (including earbon dioxide and use produced from coal bod), and their pective constituent produced, injecting gas, water, finds, and air mos substratice earsy, pape jarc, establish and whitze familities for surfaces the poster disposal of twater, storing oil, building tanks, prower stations, telephone lines, and other structures and things thereony to produce, save, take usue of transforms, process, store and transport of the part of the part of the product and things thereony, and housing and other with any townshouse, store and thousing and bousing and bousing and other with any townshouse; and effect acquired interest therein almost in County of State of Salisas. Clearined as follows to with the product with any townshouse; and effect acquired interest therein almost in County of the State of Salisas. J. Fred Hambright, Inc., 125 North Market, Suite 1415, Wichin, KS 67202 eneils of the rain of ud more Dollars (\$10.00) in the lieses bersin contained paid, remely of which is here acknowle

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Morris 50 Dickinson

SEE RIDER ATTACHED HERETO AND OPTION FOR EXTENSION OF LEASE.

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FOR DESCRIPTION AND

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lst. To deliver to the eredit of tessor, free of cost, in the pipe line to which , said land, the equal one-sighth (L/V) part of all oil produced and

Ind To pey lessor for gas of whatever nature or kind produced and sold, or used off the latter parmixes, or used in the manufacture of any products thetefrom, one-cighth (1/8), maked price at the well. (but, as to gas sold by lessee, in no event more than one-cighth (1/6) of the processed received by lessee from such sales), for the gas sold, used off the lessents to be in the manufacture of products therefrom, said payments to be made mountaly. Whether has from a well producing gas only in one sold or used, lessee may pay or trader of conditions. The first that the first that the considered that the first than the number of cander is made it will be considered that that the being produced within the number.

Lessee shall have the right to use, free of to r., bessee shall buy lessee's pipe linus below p v. Lessee shall pay for damages caused by les ed on the lesse promises, including the right in free of cost, 1945, oil and water produced on said land for leasants operation thereon, except water from the wells of lessor. 25 below plow depth. No well shall be drilled newer then 200 fort to the follow or but now on said lease premiew without 25 below plow depth. No well shall be drilled newer then 200 fort to the follow or but now one and lease premiew. When requested both achiner, and fixture

If the estate of sitter paty licito is assignant, and the privilege of assigning in whole or in part is expressly allowed, the coverants increas shall extend to thair hein deministence as excipant or excipant to the coverants in the coverants in the coverants of the coverants o

menes way at any time execute and deliver to beser or place of record a release to vering may portion or portions of the lease premises and thereby surronder portion or portions and be relieved of all obligations as to the accesses surrondered.

All express or implied noveming of this lesse shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, Part not lesses held liable in demayer, for failure to nomply therewith, if compliance is prevented by, or if such failure is the result of, , and this lease shall not be termin , any such Law, Oxden, Rule or Rep ialed, is wi

Lessor hereby warrons and spress to defend the title to the lands havin dissoribed, and agrees that the desser stand have the right at any time to reduce for lessor, by payment any origings, raves or other lines on the above hearthed lands, in the event of defend of payment by lessor, and he subroyand to the rights of the holder thereof, and in addition lesser may imbraise itself for such payments out of any royalties or remade sprinche for a lessor. In the hearth said the protected and the payments of the payments of the remains a payment of any royalties or remade lessors and hope and may be any affect or which this less remains the remains and remains and remains and remains a less of the payments of the remains and remains and remains and remains a less natures in the above described land than the craite and randivided fee stopped secut therein, then the royalties therein provided for shall be paid out of the royalty beard or the whole and undivided for. All royalty beard by this lessor shall be binding upon such party who counted to whicher it is executed by this lessor shall be binding upon such party who counted it without repart to whicher it is executed by all those manued because a lessor.

Lessee, at its option is hereby given the right and power to pool or combine the acreage caves dely this lesse or my portion thereof with other had lesse or lesses in the immediate midently when it is accessed to a said premises, such pooling to be of tracts conditions to one quother and to be more at the conservation of oil, the such in the event of me of well, plus 10% accessed from said premises, such pooling to be of tracts conditions to one quother and to be more a unit or mide and of accessed the more and of the more and conservation of the remarks and the condition of the condition in the condition in the condition in the condition of the related as the problem of the related as the problem of the condition of the tracts apecular appears in the condition of the pooled metage, it shall be treated as if production from the pooled on the problem, as if it were included in this lesse. It condition is found on the pooled accessed by this lesses that from the lesses, whether the well or wells be because to the condition of the related of the problem of the problem. It is not the related as if production from the pooled on the premises toward by this lesses in not. In our of the results the pooled with a substance of the move of the provided on the premises toward by this lesses of the tracts of the total substance of the total of the pooled in the particular unit involved, are appeared to the move of the related to the move of the substance of the pooled in the particular unit involved.

If at the expiration of the primary term of this lesse, oil, gas, or the products of oil and gas are not being produced on the lesse premises but lesses has been engaged in operations that lesse shall mean operations for and any of the following; deling, completing, reworking, premises, or lands pooled therewith. Whenever used in this lesses the operations of shall mean operations for and any of the following; deling, completing, reworking, premisers, or lands pooled the repairing of a well. Operations to seasonable the completion or the product of the fill and the beginning of a well operations for the linear primary brain this lesses shall not be products of oil or gas on the lesse premiser, or a recensor pooled the travail, the production of the production of the production of the product of the primary train this lesses shall not beginning of the products of the product of the completion of a dry hole. If oil, gas or the products of oil or gas shall be produced and produced so a result of such operations at or after the expiration of the primary that has completion the lesse premises, or lands pooled therewith. lease the word
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If during the term of this lesser, Lesser should complete one or mote wells on lands other than the lesse premises, or lands pooled therewith, lesser hereby gravited and unobstructed esterment on, including the right of ingress and agrees on ever and amoss the lesse premises over and amost the lease premises, for the intelligible of the intelligible of the premises, for the premises, for the premises, or of the premises, or of the premise of the product of the premise of the premise of the province of the premise of the product of the premise of the premi o lesses of legions of lesses of legions of the lesses of

<sup>\*\*\*</sup>Lessec, or its assigns, will consult with Lossor regarding routes of ingress and ogress prior commencing operations

<sup>\*\*\*/</sup>Lessee, or its assigns, will restore surface to original condition as nearly as including backfilling all pits when dried and restoring terraces disturbed by operations. 25 15 practicable noqu Suppleting. operations,

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Date		STATE OF COUNTY OF The foregoing instrument was acknowledged before by		acknowledged before		vledged
SectionTwpRge		befor		befor	Angela	beior
No. of Acres Term County		E E			X	STATE OF Kansas ACKNOWLEI COUNTY OF Dickinson ACKNOWLEI The foregoing instrument was acknowledged before me this 29th by Keith A. Albrecht and his wife
	,	WOW	•	WOW	Becker	CNOW
STATE OF	1.	Legic		Carr	HARTA,	rife)
County		day of		day of		GMENT day of
This instrument was filed for record on the day of	No	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCone) this day of	: - \forall \f	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) this day of, and,	ANGE St My Appt.	P 8 B
o-clock M., and duly recorded	Notary Public	INDIV	Notary Public	, תשאו גושאו	State of I	OR INDIVI vember, Albrecht
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IN WIINESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses:

Keith A. Albrecht

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as Lessee and covering said lands in Morris and Dickinson Counties in Kansas. between Keith A. Albrecht and his wife, Julie Albrecht as Lessor and J. Attached hereto and made a part of a certain Oil and Gas Lease dated November 29, 2010 Fred Hambright, Inc

Township 16 South, Range 5 East: (Morris County)

Section 20: SW/4 (160 acres)

Section 30: E/2 (320 acres)

Section 31: SW/4, NE/4 except a tract beginning 1221' East of the NW corner of the NE/4; East 34'; thence South 1150.8'; thence East 305'; thence South 334.7'; thence

West 339'; thence North 1485.5' to the place of the beginning. (315 acres)

Township 16 South, Range 4 East: (Dickinson County)

Section 25: Beginning in the NE corner of the NW/4; thence South 1318.4'; thence West 2111'; thence Northeasterly 1322.8'; thence East 2016' to the place of the beginning. (62 acres)

South, 4 East:

Section 25: thence to the bearing Beginning a tract the ning at the North quar ng of S 90°00'00" W.20 e N. 89°58'44" E, 2111 e point of beginning. 0£ land in the N1/2NW1/4 of Section 25 described as follows quarter of Section 25; thence on an assumed W.2016.04'; thence S 04°17'15" W., 1322.89'; 2111.06'; thence N. 00°10'07" E., 1318.41' N1/2NW1/4follows:

additional term of and subject to the other provisions of this lease, the primary term shall be extended for an mineral acres owned by Lessor in the land above described and then subject to this lease; term shall pay or tender to Lessor, the sum of \$. provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary If at the end of the primary term, this lease is not otherwise continued in force under the Three years from the end of the primary term hereof. 10.00 multiplied by the number of net

Keith A. Albrecht ×

Julie Albrecht

ANGELA M. BECKER
State of Kansas
My Appt. Exp. 12-5-11



April 5, 2012

Keith Albrecht 3133 "V" Avenue Herington, KS 67449

> RE: Albrecht No. 1 Section 30 T16S R5E

330' FEL & 1,650' FNL Pit Disposal Agreement Morris Co., KS.

Dear Mr. Albrecht:

This letter is written for permission to dispose drilling fluids from the Meisinger No. 1 in Marion County into the surface pit we are using on the Albrecht No. 1 drill site located on your property as described above. Enclosed is a check in the amount \$250.00 for any inconvenience this may cause.

Upon termination of the use of this pit, the surface will be restored to its original condition prior to our operations to the extent that is reasonably practical. Upon your approval of this amount please sign in the space provided below and return a copy of this letter to this office.

Please call should you have any questions concerning this matter.

Very truly yours,

Chuck Sledge

Ventex Operating Corp.

AGREED AND ACCEPTED

THIS 6 DAY OF A OR , 2012

Name Lung And