



KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

1234198

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): ____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. ____ <input type="checkbox"/> East <input type="checkbox"/> West ____ Feet from <input type="checkbox"/> North / <input type="checkbox"/> South Line of Section ____ Feet from <input type="checkbox"/> East / <input type="checkbox"/> West Line of Section ____ County	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>	Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)		
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No	Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> 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 flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

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

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: ☐ Yes ☐ 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 land owner 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: ☐ Yes ☐ No If yes, written permission from the land owner 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.

R. Evan Noll
(Petroleum Landman)

P.O. Box 1351
Hays, KS 67601

Office - 785.628.8774
Cell - 785.623.0698
Fax - 785.628.8478

December 11, 2014

Diana Richecky
Duke Drilling Co., Inc.
100 S. Main, Suite 410
Wichita, KS 67202

RE: Six M 1-23
Section 23-22S-34W
Finney County, Kansas
Haul-Off Pit

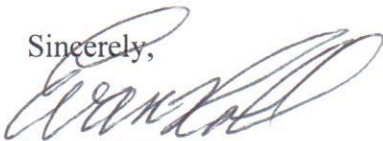
Dear Diana:

Timothy Miller, VP of Six M Farms, who owns ALL Section 23-22S-34W is requesting an off site pit (Haul-Off Pit) for the captioned well. The pit needs to be located in the NW NE NE SW Section 23-22S-34W.

Attached is a copy of the lease from Six M Farms to American Warrior covering among other lands, ALL Section 23-22S-34W. The lease requires Lessor and Lessee mutually agree on locations, and American Warrior has agreed to this Haul Off Pit.

Thank you and if you have any questions, call me at the above number.

Sincerely,



Evan Noll
Landman for American Warrior, Inc.

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 17th day of October, 2013, between Six M Farms, Inc., a Kansas Corporation, hereinafter referred to as "LESSOR", and AMERICAN WARRIOR, INC., P.O. Box 399, Garden City, Kansas 67846, hereinafter called "LESSEE".

WITNESSETH:

THAT for and in consideration of TEN DOLLARS (\$10.00), in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR has this day granted, leased and hereby grants, leases, and lets exclusively unto the LESSEE, for the purposes of mining and operating for and producing oil and gas, casinghead gas, casinghead gasoline, and all and any other hydrocarbons, to and under the following described tract of land (the "lease premises") in Finney County, Kansas, to-wit:

- Tract a: SE/4 Section 14-22S-34W
- Tract b: SW/4 Section 14-22S-34W
- Tract c: NW/4, Section 22-22S-34W, less and except a tract described as follows: Beginning at the SE corner of said NW/4, thence North along the East Line of said NW/4, a distance of 190 feet, thence West on a line parallel with the South Line of said NW/4, a distance of 300 feet, thence South on a line parallel with the East Line of said NW/4, a distance of 190 feet to a point on the South Line of said NW/4, thence East along said South Line of said NW/4, a distance of 300 feet to the point of beginning, said excepted tract containing 1.31 acres, more or less
- Tract d: NE/4 Section 23-22S-34W
- Tract e: SE/4 Section 23-22S-34W
- Tract f: NW/4 Section 23-22S-34W
- Tract g: SW/4 Section 23-22S-34W

consisting of 1,118.69 gross acres, more or less, under the following terms and conditions:

1. This lease shall remain in force for a primary term ending three (3) years from the date hereof, and as long thereafter as either oil, gas, casinghead gas, casinghead gasoline, or any of them is produced under the terms of this lease.

2. LESSEE shall deliver to the credit of the LESSOR as royalty, free of cost in the pipeline to which LESSEE may connect its wells, ONE-SIXTH (1/6th) of all oil produced and saved from the leased premises, or at LESSEE's option, may pay to the LESSOR as royalty a ONE SIXTH (1/6th) share of all oil produced and sold from the leased premises, at the market price for such oil of like grade and gravity prevailing in the area on the day such oil is run into the pipeline (such payment to be made monthly).

31. No less than six (6) months after the completion of any well drilled by LESSEE hereunder, and upon written request by LESSOR, LESSEE shall furnish to LESSOR written results of all tests made by LESSEE on such well. LESSOR, or his properly designated agent, shall have reasonable egress and access to all wells drilled hereunder during drilling and completion operations. LESSOR agrees to keep confidential all information provided by LESSEE, and all information.

32. In the event that LESSOR owns a lesser interest in the lease premises than the whole and undivided mineral estate, all payments under the terms of this lease for royalty, minimum royalty, and shut-in gas well royalty shall be made to LESSOR in proportion to the amount which LESSOR's interest bears to the whole and undivided mineral estate.

33. Unless otherwise notified in writing by LESSOR, all payments to LESSOR hereunder for damages pertaining to drilling, producing or geophysical operations shall be made 100% to Six-M Partners, acting as Agent for Six-M Farms, Inc., c/o Tim Miller, 9715 W. Miller Road, Holcomb, KS 67851. By making such payments in this manner, it shall be considered that such payments were made to LESSOR as required under the terms of this lease.

34. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators, successors or assigns of LESSOR or LESSEE.

IN WITNESS WHEREOF, the undersigned have set their hand this 17th day of October, 2013.

LESSOR/SIX M FARMS, INC.

By: [Signature]
Timothy L. Miller, Vice President

Tax ID # 48-08-34356

LESSEE/AMERICAN WARRIOR, INC.

By: [Signature]
Cecil O'Brate, President

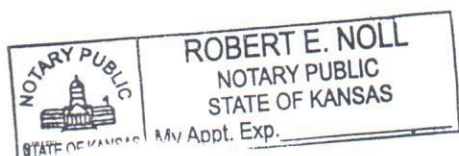
STATE OF KANSAS)
COUNTY OF Finney) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of October, 2013, personally appeared Timothy L. Miller, Vice-President of Six M Farms, Inc., a Kansas corporation, personally known to me to be such officer, and personally known to me to be the same person who executed the foregoing oil and gas lease on behalf of said corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of said corporation, and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

[Signature]
Notary Public Robert E. Noll

My commission expires: 1-22-14



Conservation Division
266 N. Main St., Ste. 220
Wichita, KS 67202-1513



Phone: 316-337-6200
Fax: 316-337-6211
<http://kcc.ks.gov/>

Shari Feist Albrecht, Chair
Jay Scott Emler, Commissioner
Pat Apple, Commissioner

Sam Brownback, Governor

December 12, 2014

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

Re: Drilling Pit Application
Six M 1-23
Sec.23-22S-34W
Finney 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 96 hours 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 (620) 225-8888 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 (620) 225-8888.