APPLICATION FOR SURFACE PIT

Submit in Duplicate

			T	
Operator Name: Ritchie Exploration, Inc.			License Number: KLN 4	767
Operator Address: PO 783188 V	Vichita, KS	67278-31	188	
Contact Person: John Niernberger			Phone Number: (316) 691 - 9500	
Lease Name & Well No.: #3 Steele Trust			Pit Location (QQQQ):	
Type of Pit:	Pit is:		190'N 280'W _ NW _ NW _	SW
Emergency Pit Burn Pit	☐ Proposed		Sec. 20 Twp. 27S R. 2	23 East West
Settling Pit Drilling Pit	If Existing, date constructed:		2500	North / ✓ South Line of Section
Workover Pit	7-25-2006		50	East / ✓ West Line of Section
(If WP Supply API No. or Year Drilled)	Pit capacity: 13,357 (bbls)		Ford	
				County
Is the pit located in a Sensitive Ground Water Area? 🗸 Yes 🗌 No			Chloride concentration:	s 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 No	Yes No		Bentonite / Cher	nical Mud
Pit dimensions (all but working pits):	50 Length (fe	eet)100	Width (feet)	N/A: Steel Pits
Depth fr	om ground level to de	eepest point:	5 (feet)	
material, thickness and installation procedure			ncluding any special monitoring.	
Distance to nearest water well within one-mile of pit		Depth to shallowest fresh water		
3685feet Depth of water well160feet		measured 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: Fresh / Chemical Mud		
Number of producing wells on lease:		Number of working pits to be utilized: 1		
Barrels of fluid produced daily:		Abandonment procedure: Haul-Off Fluids, Dry, Backfill		
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.		
I hereby certify that the above state	ements are true and o	correct to the bes	t of my knowledge and belief.	RECEIVED "ANSAS CORPORATION COMMISSI
December 28, 2006		the United	LEC 2.9 2006	
Date			ignature of Applicant or Agent	ONSERVATION DIVISION
	KCC	OFFICE USE O		WICHITA KS AST C
Date Received: 12/39/06 Permit Num	. 18 ACT	2000	50	
Date Received: VA/37/06 Permit Num	nber: <u>" ව º UD / º </u>	<u>യയ∥75</u> Perm	it Date: 1/5/07 Lease	Inspection: Yes No



December 28, 2006

RECEIVED KANSAS CORPORATION COMMISSION

JAN 0 5 2007

CONSERVATION DIVISION WICHTA, KS

Gene & Bonnic Carson 2002 Circle Lake Drive Dodge City, KS 67801

RE: #3 Steele Trust

Approx. 625' FSL & 1,200' FWL

Section 17-27S-23W Ford County, Kansas

Dear Mr. & Mrs. Carson:

The Kansas Corporation Commission requires written approval from landowners for the use of a haul-off surface pit for the temporary storage of drilling fluids from wells drilled on the lands described above. Ritchic agrees to abide by all state requirements, which include timely removal of fluids and restoration of the pit site.

The undersigned hereby grant Ritchie Exploration, Inc. the right to use an existing haul-off surface pit located in the approximate northwest corner of the southwest quarter of Section 20-27S-23W in Ford County, Kansas. This pit will be used for the temporary storage of fluids from the above-captioned well.

Ritchie agrees to compensate the undersigned for said use in the amount of \$1,000.

We thank you for your efforts and assistance in this project, and look forward to a long-standing mutually beneficial relationship.

John Niernberger Production Manager

ACCEPTED & AGREED TO THIS

3 DAY OF JAN , 200 7

Genc Carson

Bonnie Carson

OIL AND GAS LEASE

The state of the s				
THIS ACREEMENT, Embraid into this the	10th	luny cit	March	20 04
Gene Carson and	Bonnie Cars	son, his wife		
2002 Circle Lake D	nve			
Dodge City, Kansa	s 67801			*****
	·			haminalitas entinal toward
Ritchie Exploration, In	ç,, Wichita,	Kansas		horoinattor cailed lessee, dose wilness
That lease, for end in consideration of the and agramments, heasinetive contented to be acclusively unto the leases are he horoinafted backlesses as to all or any part of the tends covered including core critiling and the diffilling, mining, respective constituent vapors, and all other gas for constituently groups, large pipe lines, builds for constituently groups, buying pipe lines, builds for constituently reads, buying pipe lines, builds consomical appreciation of seal land attento or confe water, brine, and alther a betiences into the substitute of Kansas. State of Kansas	fibed land, with any n of thromby as haveing and operating for, pr se, found becapt, the to tanks, storing oil, intily with resignizating urface sivals, exid trax and describ	warstonery rights therein, ifter provided, for the purpor files provided, for the purpor solving and swings et of a waxturive right of injecting building power stations, of a lands, to produce, save, but at of land being situated in		usarias posas ripripy grent, tease, and to se carry part thereof with other oil and gas raised and other exploratory work thereon distillate, cadinghood gasoline and thei ubstances into the subsurface atrata, and thereom nacessary or convenient for the uch substances, and the injection of
Township 27 South, Range	3 23 West			
Section 20: SW/4				

containing 160 eares, more or less.

- The tesses shall deliver to lesser as reysity, tree of cost, on the lesses, or into the pipo line to which lesses may connect its walls the equal one-sighth (1/6/th) part of all of produced and seved from the lessed primates, or at the lesses of the lesser for such one-sighth (1/6/th) royally the market price at the wellhead for oil of like gode and gravity pravailing on the day such all is run into the pipe line or into storage tanks.
- 4. The leases shall pay to the leaser, as a rayalty, one-eighth (16th) of the processor received by the leases from the sele of give, gas condensets, gas distillate, continghed give, gas used for the manufacture of gascline or any other product, and all other gasos, including their constituent parts, produced from the land herein leasest, if such gas is not seld, as a churt-in royalty, whether one or more write, an emount equal to one deliar per rest informations, and while seld exist in royalty is as paid or tenders—the considered under all provisions of this leases that gas is being produced in paying quantities. The first yearly period during which such gas is not sold of the legic or the considered under all provisions production or gas.
 - 5. This lesse is a prid-up lesse and may be maintained during the primary term without further payments or drilling operations.
- 8 In the event eatd losser owns a less interest in the above described and then the antire and undivided fee simple estate therein then the mystiles herein provided for both to said lesser only in the proportion which his interest beam to the whole and undivided fee; however, in the event the title to any interest in said leand should reviet to less or no rise talls, or his or their greates, this lesses shall cover such eventson.
- 7. The leases shell have the right to use fins of over gas, oil and water found on eatd land for its operations thereon, except water from existing wells of the leason. When required by lesson, the leases shell bury to pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be difficient earns' then 200 feet to the house or bean now on said promises without written consent of the leason. I, eases shall have the right at any time during, or after the appreciant of this leases to remove all mechanism, houses, buildings and other shuotures placed on said premises, instuding the right to draw and remove all casing.
- B. If the vester of effect party hands is savigned (and the privilege of statisfining in whole or in part is expressly allowed), the coverants hence shall exting to the hete, devisees, executors, administrators, successors, and assigns, but no change or division in committed or the land, or noyalities, however executions, administrators, successors, and assigns, but no change or division in committed or the land, or noyalities, however executions, the division of the land, or noyalities, however executions, the contents to chiago site obligations or diministrative with other the original recorded instrument of conveyance or a duty contined copy thread, or a certified copy of the will of any decessed with a state of the probatio thereof, or certified copy of the proceedings showing the appointment of any administrator for the sealest of any decessed owner, withdraw or appropriate, togetime with eat original recorded instruments of conveyance or duty certified copies thereof necessary in showing a complete often of the beach of the processing of the lands of the processing of the lands of the processing of the lands of t
- 9 If the leased premises are now or shall hereafter be owned in severably or in separate tracts, the premises may nonethalises be developed and operated as one and all rejuites according hereunder shall be divided summy and paid to such separate owners in the proportion that the exceepe owned by each separate owner beart affect leased covered by this lease may now or he addition beared to a separate backs into which the land covered by this lease may now or he be divided by sale, devices, descent or otherwise, or to furnish experate measuring or receiving tanks.
- 10. Lessor briefly warrants and egitims to defend the title to the lend berein described and agrees that the lessor, at its option, may pay and discharge in whole or in part any toxes, mortgeges, or other tiens existing, lexical, or accessed on or against the above described lands and, in the event it exemites such options it shall be subrepted to the discharge or any holder or holders thereof and may reimburse itself by applying to the discharge or any holder or interface, any repailty occurring honoundor.
- 11. If after the expiration of this primary larm, production of all or gas should cosses from any sause, this teste shall not terminate if leases commences additional drilling or reworking operations within one hundred-twonty (120) days thereafter, or if at this expiration of the primary farm, oil or gas is not being produced on said land, but leases is the engaged in ordinary or reworking operations driver thereon, that is nearly seen, this issues shall remain in force so long as operations are produced, and effect on the same well or any other work that interacting continuenced, with no cossaltion of more than one funded where the production of oil or gas under any provisions of this issue.
- 12. Lessee they at any time eutrander or carrest title losse in whole or in past by delivering or mailing such release to the lesseer, or by placing same of record in the proper crunty. In case said lesse is surrendered and canceled as to only a partian of the acreege covered thereby, then all payments and liabilities thereafter accruing under the forms of said lesse as to the portion on-overed entail cauca and determine, but as to the portion of the acreege not released the terms and provisions of this tease shall continue and remain in full force and effect for all purposes.
- 18. All provisions hereof, express or implied, shall be subject to all federal and state lews and the orders, rules, or regulations (and interprotations linered) of all governmental especials administrating the same, and this lease shall not be in any way forminated wholly or partially nor shall the lease be lightle in damages for failure to comply with any of the sagress or implied, provisions hareof if each relitive accords with any such lews, orders, rules or regulations (or interpretations thereof). If leases shall not proved the lease shall continue until six morths after said order is supported.
- 14. Lescod, at its option, is hereby given the sight and power to pool or combine into one or more untils the land covered by this lease, or any position thereof, with other land covered by environ lease, or feeded when, in lessood si judgmant, it is necessary or advisable to do so in order to properly develop and operate sold lease premises as as to premote the connection of such minerals in and under sold lend, such pooling to be in a unit or unit or unit or unit or considering that serve each in the event of an oil well, or rife a unit or unit or unit or considering that serve each in the event of an oil well, or rife a unit or units a halffelt everated for all prepares, execute the parent or unit or unit

See Exhibit "A" attached hereto and made a part hereof.

asson

IN WITNESS WHEREOF, we sign the day and your first above written.

Gene Carson SS# 45-3 40 6274 Bonnie Carson

RECEIVED KANSAS CORPORATION COMMISSION

JAN 05 2007

CONSERVATION DIVISION WICHITA, KS

LL96-1 From 68 (producers) Rev. 1-83 (/hijd-up) Kens. -- Okle. -- Cota

OH AND GAS LEASE

	146
THIS ACREEMENT, Entered into this time 12th day of March 20 04	1
between Estrict W. Darrigrover, a widny	
wo Lord L. Odrigiover, Jr.	
DODGE CRV Kansas K78B1	
Annual County Co	
1. Itst leaser, for end in consideration of the sum of One and More Debats in head part and of the covenants and suprements, horainefile: contained to be performed by the leases, has the day grunted, leased, who let and by these presents does handly grant, lease, and let exceed to be performed by the series of the sum of the secribed land, with any reversionally (joints therein, say with the flight to unitize this lease or any per thread with the roll and gas including does writing and the drilling, mining, and operating to, producing and end they are purpose of convention to the control of the exceeding tor, producing and end they are greatly controlled the second of the control of the	ır
Wile, and the same same same in the sum and the same same same same same same same sam	
All those parts of the SW/4 of Section 17 and the W/2 of Section 20, Township 27 South, Range 23 West, lying South of the right-of-way of the Dodge Ford & Bucklin Railroad Company	
containing 326.00 ecres, more or less.	
2. This began shall remain in force by a term of Three (3)	

- 9. The issued shall deliver to leaver as royally, tree of cust, on the lease, or into the pipe limb to which leased may connect its wells the equal one-clights (1/6th) part of all produced and served from the loased prehipses, or at the leased's option may pay to the issued for such one algebra (1/6th) royally the market price at the wellhaued for oil of life grade and gravity providing on the day such all is not with epipe line or into storage tanks.
- 4. The leases shall pay to the leasur, as a mystly, one-sighth (18th) of the proceeds received by the leases from the sets of gas, gas condensate, was distillate, cashinghout gas, gas used for the innerdecture of patients or any other process, and all other passes, including their constituent parts, produced from the land herein leases, it was mark gas in not easily as the sees, lease that gas is not easily which such gas is not such as a south is regardly as or before the world of each given period during which such gas is not as the gas is not easily and amount equal to one collect part and interesting one, each white spirit details must be pasted or passed on pasted respondent, and its possible passes that gas is being produced if paying quantities of this lease that gas is being produced if paying quantities of the first yearty parted during which such gas is not exist the light will be completed for
- G. This have to a paid up lease and may be maintained during the primary term without further payments or drilling operations.
- 6. In the event said lessor owns a loss interest in the above described band than the writter and undirected for simple estate therein then the reyeline herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided feet however, in the event the title to any interest in said lend about to lessor, or his jums, or his or their grantee, this lease shall cover such investion.
- 7. The bases shall have the right to use in use or come on the common of the operations thereon, except water from existing wells of the lessor.

 When required by lessor, the losses shall buy its plop lines below plow depth and shall buy for depressor the common or perform anchor or eath tied. No well shall be drilled nearer than 200 feet to the house or barn new on said premises without written consent of the leater. Losses shall have the light at any time during, or either the confinction of this leater. Losses shall have the light at any time during, or either the confinction of this leater. Losses shall have the light at any time during, or either the
- 9. If the dates or expect to recover as metalysty, secures, securings and covery executions preced on said prenders, including the right to draw and remove \$\text{iii}\$ casing.

 8. If the dates or expect the property horoid is assigned (and the privilege of assigning in whole or in pair is expressly eliberated), the covariants hereof shall extend to the heirs, devised, susceptions, administrators, successors, and assigns, but no change or division, in covariant of the fact, or royalized, however accomplished, shall specific analysis the obligations or distribution for first assignment of the covariant accounts of the covariant and the property of the covariant of the covariant and the property of the covariant of the covariant covariant or covariant or covariant or covariant covariant or covariant or
- 9. If the leased pramises any now or shall horselfer be owned in severally or in expected tracts, the promises may nonetheless be developed and operated as one lease, and all rejudices occurring horsenador shell be divided among and petal to each separate swince in the proportion that the creage owned by each separate owner bears to the entire leases are offset wellow in supercon tracts into which the land covered by this lease may now or horselfer be divided by sole, devicee, descond or otherwise, or to furnish sequente measuring or receiving tanks.
- 10. Lessor hardby warrants and agross to deliver the title to the large herein described and agrees that the issued, at its option, may pay and discharge in whole or in port any laws, mortgages, or other likes existing, levied, or executed on or against the above disarched tands and, in the overtile search existence such epitions it shall be subtrapped to the discharge of any such mortgage, but or other like, any royally accounts thereof and may reimburso itself by applying to the discharge of any such mortgage, but or other like, any royally accounts thereof any accounts the results of the discharge of any such mortgage, but or other like, any royally accounts there are the results of the discharge of any such mortgage, but or other like, any royally accounts there are the results of the discharge of any such mortgage, but or other like, any royally accounts the results of the
- 11. It after the exclusion of the primary larm, push,crition of all or pus whereid coase from any coupe, this leases shall not extend the terminate if leaves commonder excitations of all or push whereid coase from any coupe, this leaves shall not extend the terminate if leaves commonder excitations of the primary term, oil or gas is not being produced on said fand, but performs one of the common of the primary term, oil or gas is not being produced on said fand, but performs one of the common of the c
- 12. Leases may at any wine surrender or cancel this tease in whole or in part by delivering or making such release to the leasor, or by pracing same or record in the proper county. In case said tease is surrendered total canceled as to only a portion of the surrenge consent treaty, then all payments and itsuffices thereafter according under the terms of said tease as to the portion carrended shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall countries and effect for all purposes.
- 13. All provisions bonds, segress or implied, shall be subject to all faderal and statis level and the urders, rules, or regulations (and intermediations thereof) of all powermental againsts administrating the spine, and this losse shall not be in any way terminated wholly or periatly nor shall the tesses be liable to damague for follows to comply with any of the express or implied provisions hereof if such failure accurate with any such laws, orders, rules or regulations (or interpretable to the state of the primary start hereof from duling a well herearder by the order of any consequence authority taxing furification thereofver.

 The primary term of this lease shall continue until six months after said order is suppended.
- 14. Lessee, at its righton, is hereby given the right and power to pool or combine into one or index units the lesse, or way portion thereor, with other land covered by another lease, or legion when, in lease-is judgment, it is precessary or advisable to do so in order to properly develop and operate said lesse promises so as to promote the consideration of such minorals in seri under sold lend, such posting to be in a unit or units not accessing to series each in the event of a give sendor condex well or in the lend is such as the series of the property develop and operate disease promises so as or units not accessing the series of the property develop and operate disease. If production is the property of the lend is such as the series of the production in the lend is such despitation of the unit of units and it is under sold in the unit of units and it is units or invalidate or production from the power of the production is found on any part of this product across a little to train the production of the production is found on any part of this product across a little production is found on any part of this product across a little production in the production from this posses whether any wait is accessed on the land operated by this lease or not. Any well childred on any such unit shall be unit constitute a well because. In lieu of the registred debenhare when the surfaction of the registred debenhare hards a system constitution of the registred sold on the part of the registred sold on the part of the registred debenhare hards a system to the total minoral screege so pooled in the particular unit invalved.
- 15. This lease one sit its terms, conditions, and eliputations shall extend to send be binding on all successors of sald leaser and leaser

IN WITNESS WHEREOF, we sign the day and year fast above written

Esther M. Barngrover

RECEIVED KANSAS CORPORATION COMMISSION

JAN 0 5 2007

CONSERVATION DIVISION WICHITIA, KS

SS# 512 - 50-2825



CORPORATION COMMISSION

KATHLEEN SEBELIUS, GOVERNOR
BRIAN J. MOLINE, CHAIR
ROBERT E. KREHBIEL, COMMISSIONER
MICHAEL C. MOFFET, COMMISSIONER

January 5, 2007

Mr. John Niernberger Ritchie Exploration, Inc. PO Box 783188 Wichita, KS 67278-3188

RE:

Haul-Off Pit Application Steele Trust Lease Well No. 3

SW/4 Sec. 20-27S-23W Ford County, Kansas

Dear Mr. Niernberger:

District staff has inspected the above referenced location and has determined that the haul-off pit shall be constructed <u>without slots</u>, the bottom shall be flat and reasonably level, and free fluids must be removed. The fluids are to be removed from the haul-off pit as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the haul-off pit has occurred. The fluids should be removed again 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. <u>NO</u> 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) 225-8888 when the fluids have been removed. Please file form CDP-5 (August 2004), Exploration and Production Waste Transfer, within 30 days of fluid removal. Conservation division forms are available through our office and on the KCC web site: www.kcc.state.ks.us/conservation/forms.

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 undersigned at the above address.

Sincerely,

Kathy Haynes

Environmental Protection and Remediation Department

cc: S Durrant

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form CDP-4 April 2004 Form must be Typed

CLOSURE OF SURFACE PIT

Operator Name: Ritchie Exploration, Inc.	License Number: 4767				
Operator Address: PO Box 783188					
Contact Person: John Niernberger	Phone Number: (316) 691 - 9500				
Permit Number (API No. if applicable): 15-057-20579-00-00	Lease Name & Well No.: Steele Trust #3				
Type of Pit:	Pit Location (QQQQ):				
Emergency Pit Burn Pit	190'N 280'W _ NW _ NW _ SW				
Settling Pit Drilling Pit	Sec. 20 Twp. 27S R. 23 East West				
☐ Workover Pit ✓ Haul-Off Pit	2500 Feet from North / South Line of Section				
	Ford East / West Line of Section County				
Date of closure: 7/11/07					
Was an artificial liner used? ☐ Yes ✓ No					
If no, how were the sides and bottom sealed to prevent downward migration of the	nit contento?				
Native muds and clays.	on contents:				
Abandonment procedure of pit: Backfilled and leveled as close as possible to it's natural s	RECEIVED KANSAS CORPORATION COMMISSION AUG 3 0 2007 CONSERVATION DIVISION WICHITA, KS				
The undersigned hereby certifies that he / she is					
DEBRA K. PHILLIPS Notary Public - State of Kansas My Appt. Expires 5-4-11 Notary Public					
My Commission Expires: 5/4/11					