



1046872

Form CDP-1 May 2010 Form must be Typed

## **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

Operator Name: American Warrior, Inc.			License Number: 4058					
Operator Address: 3118 Cummings Rd PO E			BOX 399 GARDEN CITY KS 67846					
Contact Person: Cecil O'Brate			Phone Number: 620-275-2963					
Lease Name & Well No.: Smith	2-6		Pit Location (QQQQ):					
Type of Pit:	Pit is:		NW NE NW NE					
Emergency Pit Burn Pit	X Proposed Existing		Sec. 6 Twp. 34 R. 8 East X West					
Settling Pit Drilling Pit	If Existing, date constructed:		Feet from X North / South Line of Section					
Workover Pit X Haul-Off Pit			1,920 Feet from X East / West Line of Section					
(If WP Supply API No. or Year Drilled)	Pit capacity: 4,500 (bblc)		Harper					
	(DDIS)							
Is the pit located in a Sensitive Ground Water A	rea? X 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?					
X Yes No	Yes X N		Native Mud and Clay					
Pit dimensions (all but working pits):	DO Length (fee	et)	Width (feet) N/A: Steel Pits					
Depth fro	om ground level to dee	· · · · · · · · · · · · · · · · · · ·	4 (feet) No Pit					
If the pit is lined give a brief description of the li material, thickness and installation procedure.	iner	,	edures for periodic maintenance and determining ncluding any special monitoring.					
Distance to nearest water well within one-mile of pit: Depth to			allowest fresh water feet.					
		Source of information:						
feet Depth of water wellfeet			measured well owner electric log X KDWR					
			Drilling, Workover and Haul-Off Pits ONLY: Fresh					
			aterial utilized in drilling/workover:					
			Number of working pits to be utilized:					
Barrels of fluid produced daily:		Abandonment procedure: Allowed to Dry then backing						
Does the slope from the tank battery allow all s flow into the pit? Yes No	spilled fluids to	Drill pits must be closed within 365 days of spud date.						
-								
Submitted Electronically								
KCC OFFICE USE ONLY  Liner Steel Pit X RFAC RFAS								
Date Received:								



**DISPOSAL OF DIKE AND PIT CONTENTS.** 

82-3-607.

Kathleen Sebelius, Governor Thomas E. Wright, Chairman Michael C. Moffet, Commissioner Joseph F. Harkins, Commissioner

# HAUL-OFF PIT APPLICATION FILING REQUIREMENTS

# Each operator shall perform one of the following when disposing of dike or pit contents: (a) 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; 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: Burial in place, in accordance with the grading and restoration requirements in K.A.R. 82-3-602 (f); (A) removal and placement of the contents in an on-site disposal area approved by the commission; (B) removal and placement of the contents in an off-site disposal area on acreage owned by the same (C) landowner or to another producing lease or unit operated by the same operator, if prior written permission from the landowner has been obtained; or removal of the contents to a permitted off-site disposal area approved by the department. (D) Each violation of this regulation shall be punishable by the following: (b) (1) A \$1,000 penalty for the first violation; (2) a \$2,500 penalty for the second violation; and

# 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

(3) a \$5,000 penalty and an operator license review for the third violation.

	If yes, written per	-site disposal area rmission from the la				ssion
same operato permission ai	or: Yes No	-site disposal area If yes, written peri lease assignment t lication.	mission from the	landowner mus	t be obtained. A	ttach

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FORM 88 — (PRODUCTR'S SPECIAL) (PAID-UP)  83U - (Rev. 1991)	المناع والأرام والمائد المناع والمائد	B ****	AMEAN BLUS PHINT COLUNC
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R.R. 1 Box 93A	CAPITAL STATE OF THE STATE OF T		
Amorita, OK 73719			
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and the state has been described to be been a country	ROPA LO MY DINIGHT EVOCAL CON MAINT TARRES.	4.4	
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Lessee, or his assigns, further agrees in the event of drilling operations to restore the surface of the land to its original confour as nearly as is practicable.

28 THISTON MESSES OF THE SECONDARY SERVICES SECONDARY SE

IN WITHERS WHEREOF, the underland successful as of the day and year flow above written.

So (1100) 833931 30 31915

Becky J. Amith

Tax I.D. #



Mark Parkinson, Governor Thomas E. Wright, Chairman Joseph F. Harkins, Commissioner Ward Loyd, Commissioner

November 12, 2010

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

Re: Drilling Pit Application Smith 2-6 Sec.06-34S-08W Harper 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 <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 Haul-Off pit within 1 week 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 (316) 630-4000 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 (316) 630-4000.