

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

IN THE MATTER OF THE APPLICATION)	
OF APOLLO ENERGIES, INC. FOR A PERMIT)	Docket no. 22-CONS 3367 -CUIC
TO AUTHORIZE THE ENHANCED RECOVERY)	
OF SALTWATER INTO THE BOWERS #1 WELL)	CONSERVATION DIVISION
LOCATED IN THE NE/4 OF SECTION 3,)	
TOWNSHIP 28 SOUTH, RANGE 11 WEST)	OPERATOR LICENSE
PRATT COUNTY, KANSAS)	NO. 30481
)	

PROTEST OF APPLICATION OF APOLLO ENERGIES, INC. and
REQUEST FOR HEARING

COME NOW, Lawrence Preisser and Tracy Chambers ("Protestors"), by and through counsel, Stull, Beverlin, Nicolay & Haas, LLC, and pursuant to K.A.R. §82-3-135b hereby submit to the State Corporation Commission ("Commission") their protest against the granting of the Application of Apollo Energies, Inc. ("Applicant") for Permit to Authorize Enhanced Recovery of Saltwater into the Bowers #1 Well (API 15-151-10376) ("Well") located in the (NE/4 NE/4) of Section Three (3), Township Twenty-eight (28) South, Range Eleven (11) West, Pratt County, Kansas.

In support of this protest, Protestors state and allege as follows:

1. Protestors reside at 105 SE 130th Avenue Cunningham, KS 67035, situated in the (NE/4 NE/4) of 3-28S-11W, Pratt County, Kansas.
2. Protestors are the current owners of all the surface, mineral, and water rights of the (N/2 NE/4) 3-28S-11W, which is the land upon which the unplugged Well is situated. The Protestors' residence is approximately 600 feet and Protestors' irrigation well is located

approximately 1200 feet from the location of the Well sought to be converted into a saltwater injection well by Applicant. Protestors farm the balance of the (N/2 NE/4).

3. The Well has remained unused by Applicant (or its predecessors in interest) and has not been equipped for production and/or injection of water for more than twenty (20) years prior to the date of this Protest.

4. Applicant has previously filed form CP-111 Applications for Temporary Abandonment for the Well with the Commission for at least ten (10) years preceding its Application to Permit to Authorize Enhanced Recovery of Saltwater. The Commission denied Applicant's latest Application for Temporary Abandonment for the Well and specifically instructed Applicant to plug or return the Well to service by December 24, 2021 (See Protestors' Exhibit 'A' – Temporary Abandonment Denial Letter dated November 24, 2021 from Michael Maier KCC District 1 "Denial Letter").

5. Applicant failed to plug the Well or return it to service by the Commission's December 24, 2021 deadline and failed to file an application for an exception to the 10-year limitation of K.A.R. 82-3-111 or otherwise appeal the order as required by the Denial Letter. The Application for Permit to Authorize Enhanced Recovery of Saltwater comes almost three months after the Commission instructed Applicant to plug or return the Well to service.

6. Applicant provided Protestors with a written letter dated March 22, 2022 indicating it had filed an application to convert the Well into an injection well (See Protestors' Exhibit 'B' – March 22, 2022 Letter from Applicant to Protestors "Applicant Notice"). Although dated March 22, 2022, the envelope it was sent in was post marked March 30, 2022 and received by protestors sometime after March 30, 2022, which greatly reduced Protestors' statutory time for response. The

Applicant Notice indicates the Well was originally drilled as a producing well and “was converted into an injection well and used as such until 2003 when it was then converted back into a producing well.”

7. The Applicant’s Notice to Protestors included a xeroxed copy of an alleged publication notice but did not include a copy of the Application for Permit to Authorize Enhanced Recovery of Saltwater. Failure to provide Protestors with a copy of its Application for Permit to Authorize Enhanced Recovery of Saltwater to Protestors was not adequate and sufficient notice as required by K.A.R. 82-3-402 and/or K.A.R. 82-3-135a(c).

8. As a result of Applicant’s inadequate Application notice, Protestors are unable to fully evaluate whether Applicant’s proposed plan for injecting saltwater into the Well presents any environmental contamination threats to Protestors’ groundwater supply or irrigated farmland. Applicant currently has *another* unused and unplugged wellbore in the middle of Protestors’ irrigated circle (the O.L. Bowers #2 API 15-151-10381), which Applicant has filed for temporary abandonment status seven of the last eleven years. Protestors are concerned that Applicant’s currently unknown injection plans for the Well may cause spills or other environmental contamination from the O.L. Bowers #2 to negatively impact their irrigated land and residence.

9. The Well is and has been unequipped for more than a decade and has essentially been an open wellbore since at least 2008. Protestors, who reside near the well and are generally familiar with oilfield operations, know the well has not been used by Applicant as either an injector or producing well since at least 2008

10. Given the lack of production from (N/2 NE/4) 3-28S-11W, Protestors challenge any assertion by Applicant that it has a valid oil and gas lease on any portion of said property.

Notwithstanding the foregoing, nothing in any lease on Protestor's property authorizes Applicant to inject saltwater in any wellbore Applicant may claim to operate.

11. Protestors would inform the commission that Applicant's only rights in the property are related to that oil and gas lease dated June 9, 1939 and filed in Book 23 at Page 444 in the Pratt County Register of Deeds (See Protestors' Exhibit 'C' – "Oil and Gas Lease"). The granting clause of the Oil and Gas Lease provides in part that it was leased to Applicants' predecessor in interest "... for the sole purpose of mining and operating for oil and gas and laying pipelines and building tanks, power stations and structures thereon to produce, save and take care of said products."

WHEREFORE, for the foregoing reasons Protestors pray the Application and this Protest be set for hearing before the Commission; that upon receipt of testimony and other evidence presented at hearing, the Commission deny the Application; that upon denial of the Application, that Applicant be ordered to timely plug and abandon the Bowers #1 Well within thirty (30) days pursuant to Kansas law; and for all such further relief the Commission believes is proper as authorized by Kansas law.

Respectfully submitted,

STULL, BEVERLIN, NICOLAY & HAAS, LLC

/s/Josh V.C. Nicolay

Josh V.C. Nicolay #25119

420 S. Jackson, Ste. 100

Pratt, Kansas 67124

(620) 672-9446 (phone)

(620) 672-3228 (fax)

joshn@stull-law.com

Attorneys for Protestors

VERIFICATION

STATE OF KANSAS)
) ss:
COUNTY OF PRATT)

Lawrence Preisser, of lawful age and being duly sworn, upon oath states and alleges as follows:

He is a Protestor in the foregoing Protest of Application of Apollo Energies, Inc. ("Protest"); he has read the foregoing Protest and is understands the contents thereof; and, that on behalf of the Protestors, states the statements and allegations contained therein are true and correct to the best of his knowledge, information, and belief.

Lawrence Preisser
Lawrence Preisser

SUBSCRIBED AND SWORN to before me this 14th day of April, 2022.

Marina Pohl
Notary Public

My appointment expires:

08/09/2022



CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of April, 2022, the foregoing Protest Application was mailed, prepaid and properly addressed to:

Apollo Energies, Inc.
10378 US-281
Pratt, KS 67124

STULL, BEVERLIN, NICOLAY & HAAS, LLC

/s/Josh V.C. Nicolay
Josh V.C. Nicolay
Attorney for Plaintiff

Conservation Division
District Office No. 1
210 E. Frontview, Suite A
Dodge City, KS 67801



Phone: 620-682-7933
<http://kcc.ks.gov/>

Andrew J. French, Chairperson
Dwight D. Keen, Commissioner
Susan K. Duffy, Commissioner

Laura Kelly, Governor

November 24, 2021

Josh Rennaker
Apollo Energies, Inc.
10378 N 281 HWY
PRATT, KS 67124-7920

Re: Temporary Abandonment
API 15-151-10376-00-02
BOWERS 1
NE/4 Sec.03-28S-11W
Pratt County, Kansas

Dear Josh Rennaker:

Your application for Temporary Abandonment (TA) for the above-listed well is denied for the following reasons(s):

Shut-in Over 10 years

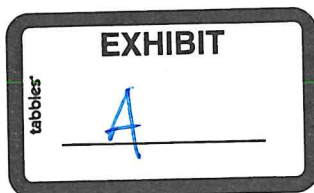
Pursuant to K.A.R. 82-3-111, the well must be plugged or returned to service by 12/24/2021.

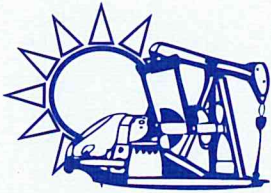
If you wish to instead file an application for an exception to the 10-year limitation of K.A.R. 82-3-111, demonstrating why it is necessary to TA the well for more than 10 years, then you must file the application for an exception by 12/24/2021.

This deadline does NOT override any compliance deadline given to you in any Commission Order.

You may contact me if you have any questions.

Sincerely,
Michael Maier
KCC DISTRICT 1





APOLLO ENERGIES, INC.

James L. Byers, President

March 22, 2022

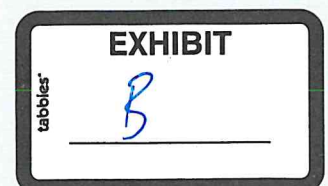
RE: Bowers #1
3-28S-11W, SE/4
Pratt County, Kansas

To Whom It May Concern:

This letter is to notify you that Apollo Energies, Inc. has applied for Injection Well status for the afore referenced lease. The well is part of the Cunningham Waterflood Unit and was originally drilled as a producing well. The well was converted to an injection well and used as such until 2003 when it was then converted back into a producing well. The well proved uneconomical as a producing well so we are now working on converting it back into an injection well for the waterflood unit. Due to your ownership of land or mineral interest within ½ mile of the subject well we are required to send you notice directly. Included is a copy of the legal notice that appeared in The Pratt Tribune. There is no further requirement on your part but if questions should arise please feel free to contact us at your convenience at 620-672-9001.

Thank you,

Jim Byers
President



HELP WANTED

HELP WANTED

REAL ESTATE

REAL ESTATE

REAL ESTATE

EMPLOYMENT

CITY CLERK POSITION
CITY CLERK POSITION AVAILABLE 12-15
HOURS PER WEEK. PICK UP APPLICATIONS
AT THE CITY OFFICE AT 500 MAIN STREET
IN PRESTON ON MONDAY, WEDNESDAY,
OR FRIDAY 8-12AM
OR CALL KEN AT 620-491-2994



Looking for a Garage Sale?

**Check your local
classified listings
everyday!**

[illegible]

**SELL IT
BUY IT
FIND IT
LOVE IT**

- cars
- garage sales
- tickets
- jobs
- antiques
- motorcycles
- computers
- boats
- sports equipment
- pets
- instruments
- jewelry
- furniture
- tablists
- auctions
- yard sales
- collectibles
- appliances
- cameras
- coins

**Place your
classified
ad today.**

NOW HIRING

LOOKING FOR TRUCK DRIVER
GREAT PLAINS ALFA INC.
 70559 HWY 30B SL Pratt, KS 67124 Phone: 620-672-9431 Fax: 620-672-1705

Great Plains Alfa is searching for a reliable truck driver for our farm operations. Local hauls only no overnights.

DRIVER MUST Possess a valid CDL driver's license along with a clean driving record - be able to pass DOT drug test

COMPENSATION INCLUDES base wage - paid employee health insurance paid holidays, vacation, sick & personal days optional SIMPLE IRA participation with employer contribution

PLEASE CONTACT STEVE @ 620-672-9431

NOW HIRING

VENTURE CORPORATION
IS NOW ACCEPTING APPLICATIONS FOR
CDL class A and B drivers
Equipment Operators • Mechanics
Laborers • Flaggers

Venture offers competitive pay, health insurance & 401K. Women and Minorities are encouraged to apply. EEO

APPLY AT
214 S. Hwy 281 Great Bend, Ks.
Online at www.venturecorpks.com
Call Leslie at 620-792-5921

SELL IT
BUY IT
FIND IT

**Place your
classified ad today.**

SELL YOUR CAR
FIND A HOME

GET A JOB
ADOPT A PET
BUY A BOAT
HIRE A HANDYMAN

Check out the classified section everyday



NOTICE TO CREDITORS

[illegible]

SELL YOUR CAR
FIND A HOME
GET A JOB
ADOPT A PET
BUY A BOAT
HIRE A HANDYMAN

Check out the classified section everyday



UPCOMING AUCTIONS!

RUBY ODELL TRUST - STAFFORD CO, KS
150+ ACRES WITH HOME, OIL POND,
PERSONAL PROPERTY AND ANTIQUES


 **MARCH 26, 2022**
11:00 AM

Onsite Auction at:
206 SW 50th St.
St. John, Ks 67576

OPEN HOUSE MARCH 19, 2-4 PM


Driving Directions to Property: From John Kansas go 3 miles south on SW 50th St. Turn west and go 2 miles. The house and acres are on the north west side of the road.

GUN AUCTION - 88 LOTS!
GREAT COLLECTION OF 22S, 45S,
PISTOLS, LONG RIFLES, AND MORE

 **APRIL 2, 2022**
11:00 AM
Doors Open At 9:50

Auction to be held at:
Red Cedar Land Co.
2 NE 10th Ave, St. John, KS
(1 mile east of 281/50 roundabout)

480+/- DRYLAND ACRES IN
STAFFORD COUNTY, KS
(SELLING IN THREE (3) TRACTS)

 **APRIL 16, 2022**
11:00 AM

Auction to be held at:
Red Cedar Land Co.
2 NE 10th Ave, St. John, Ks
(1 mile east of 281/50 roundabout)

WWW.REDCEDARLAND.COM
Any announcements made day of sale shall take precedence over any other marketing material.

For more information visit
www.redivivereprints.com, call 1-800-123-1234 or
 1-800-123-1234 or
ryan.livingston@red.com
 Ryan Livingston, Executive Director

RED

RED is a 501(c)(3) non-profit organization.

Published in Pratt Tribune 3-16-2022
BEFORE THE STATE CORPORATION
COMMISSION OF THE STATE OF KANSAS
NOTICE OF FILING APPLICATION

IN THE MATTER OF THE APPLICATION FOR A PERMIT TO AUTHORIZE THE ENHANCED RECHARGE OF SALTWATER INTO THE BOWERS #1 WELL, LOCATED IN THE NE4 OF SECTION 3, TOWNSHIP 28 SOUTH, RANGE 11 WEST OF THE 6TH P.M., PRATT COUNTY, KANSAS
CONSERVATION DIVISION LICENSE NO. 36481 TO: All Oil & Gas Producers, Unleased Mineral Interest Owners, Landowners, and all persons whomsoever concerned. You, and each of you, are hereby notified that APOLLO ENERGIES, INC. has filed an application to commence the disposal of saltwater into the Lansing/Kansas City formation in the Bowers #1 well, located in the NE4 of Sec.3-28S-11W, Pratt County, Kansas with a maximum operating pressure of 1000 psi and a maximum injection rate of 1000 bbls per day.

Any persons who object to or protest this application shall be required to file their objections or protest with the Conservation Division of the State Corporation Commission of the State of Kansas within thirty (30) days from the date of this publication. These protests shall be filed pursuant to Commission regulations and must state specific reasons why the grant of the application may cause waste, violate correlative rights or pollute the natural resources of the State of Kansas.

All persons interested or concerned shall take notice of the foregoing and shall govern themselves accordingly.

Apollo Energies, Inc., 10378 N. US Hwy 281, Pratt, KS 67124, 620-672-9001

cars • garage sales • tickets • antiques • motorcycles
computers • boats sports • equipment • pets
instruments • jewelry • furniture • auctions
collectibles • jobs • appliances
yard sales • tablets cameras • coins

SELL IT BUY IT FIND IT
Place your classified ad today!

OIL AND GAS LEASE

FORM 88—(PRODUCERS) KANSAS B

Roberts Pig. & Slaty Co., Hutchinson, Ks.

FROM

Ora L. Bowers

etal

TO

Skelly Oil Co.

STATE OF KANSAS, COUNTY OF PRATT, ss.

This instrument was filed for record on the 9th day of June 1939 at 10:30 o'clock A. M. and duly recorded in book 23 page 444 of the records of this office Patricia Hannigan

Register of Deeds.

By Deputy.

AGREEMENT Made and entered into 27th day of May 1939 by and between Ora L. Bowers, and Lucy Bowers, his wife; Bonnie Lucy Randolph, and Harry Randolph, her husband, Elroy Jacob Bowers, and Novade Bowers, his wife, of Kingman, Kansas. Box 111 hereinafter Skelly Oil Company, a Corporation Party of the first part, hereinafter called lessor (whether one or more), and party of the second part, hereinafter called

WITNESSETH, That the said lessor, for and in consideration of One and no/100 DOLLARS cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines and building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Pratt, State of Kansas, described as follows, to-wit:

Lots One and Two (1 & 2)

of Section 3 Township 28-S Range 11-W and containing 80 acres, more or less.

It is agreed that this lease shall remain in full force for a term of Five years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each well where gas only is found, the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made quarterly and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gasoline one-eighth (1/8) of the gross proceeds at the prevailing market rate for the gas used, for the time during which such gas be used, said payments to be made quarterly

If no well be commenced on said land on or before the 16 day of August 1940, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The Peoples Bank at Pratt, Kansas or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eighty and no/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payment or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury his pipe line below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the apportionate part of the rests due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rentals.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

It is understood and agreed by all parties hereto that all of the bonus money and delay rental under this lease are payable to Ora L. Bowers.

Whereof witness our hand as of the day and year first above written.

Witness: TO THE mark:

Ora L. Bowers

Lucy Bowers

Bonnie Lucy Randolph

Harry Randolph

Elroy Jacob Bowers

Novade Bowers

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

EXHIBIT

tabbies