



Form must be Typed  
Form must be Signed  
All blanks must be Filled

# REQUEST FOR CHANGE OF OPERATOR TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,  
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project:  Yes  No  
Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ R.  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Type of Pit:  Emergency  Burn  Settling  Haul-Off  Workover  Drilling

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Oil / Gas Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit permit # \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by  
Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_  
Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_





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### CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # \_\_\_\_\_  
Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Email Address: \_\_\_\_\_

Well Location:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West  
County: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

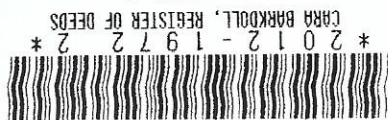
**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_



\* 2012-1972-1972 \*

CARA BARKDOLL, REGISTER OF DEEDS

ALLEN COUNTY, KS

2012-1972

DATE RECORDED: 12/28/2012 09:03:53AM

MTG INDEBT: 0.00 RECEIPT#: 9915

REC FEE: \$ 8.00

TECH FEE: \$ 4.00

### ASSIGNMENT OF PARTIAL WORKING INTEREST AND OVERRIDE GRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE undersigned, Garry E. Daniels, (hereinafter referred to as "Grantor"), for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, and as owner and operator of the below described real property who receives one hundred percent (100%) of the working interest production of all oil and gas produced, hereby sells, assigns, transfers and sets over unto David Wrester a one-half (1/2) working interest, unto Daniel Daniels, a one-tenth (1/10<sup>th</sup>) working interest, unto Jerry Daniels, a one-tenth (1/10<sup>th</sup>) working interest, and unto Jim Daniels, a one-tenth (1/10<sup>th</sup>) working interest. Insofar as said lease covers the following described land in Allen County, State of Kansas:

The South Half of Northeast Quarter S/2 NE/4 and the North Half of the Southeast Quarter (N/2 SE/4) of Section Thirty-five (35), Township Twenty-six (26), Range Eighteen (18); \*

AND FOR the same consideration, Grantor covenants with Grantee, his heirs, successors or assigns: that Grantor is the lawful owner of and has good title in the lease and royalty interest above stated in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that Grantor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

EXECUTED this 15<sup>th</sup> day of November 2012.

*Garry E. Daniels*  
Garry E. Daniels

\* Oil and gas lease dated February 15, 1980, from Dale D. Strack, lessor, to Edward Danzels and Oscar C. Danzels, however, recorded in Book M-96 Page 490



\* 2 0 1 4 - 1 3 6 1 4 \*

CARA BARKDOLL, REGISTER OF DEEDS

ALLEN COUNTY, KS

2014-1361

DATE RECORDED: 09/23/2014 03:48:21PM

NTG INDEBT: 0.00 RECEIPT#: 12939

REC FEE: \$ 12.00

TECH FEE: \$ 8.00

## DURABLE POWER OF ATTORNEY

ORIGINAL COMPARED WITH RECORD

**EDWIN L. DANIELS**, of Humboldt, Kansas, the Principal, hereby creates this General Power of Attorney for the purpose of enabling the Agent named below to act as the Principal's agent and attorney-in-fact on all matters.

1. **Designation of Agent.** The Principal hereby designates and appoints **DANIEL DANIELS** to be the Principal's agents and attorney-in-fact to act in the Principal's name and stead for all purposes. In the event that Daniel Daniels is unwilling or unable to serve in this capacity, then the Principal appoints **DALE DANIELS** to be the Principal's agent-in-fact.

2. **Effective Date.** This General Power of Attorney and the powers conferred herein shall be effective as of the date of the execution of this General Power of Attorney by the Principal, which date is set forth below.

3. **Powers of Agent.** The Agent acting under this General Power of Attorney shall have the full power and authority to do and perform every act and thing to the same extent as the Principal could do if personally present and under no disability. The Agent shall have all of the powers, rights, discretions, elections and authority conferred by statute, the common law, or rule of court or governmental agency that are reasonably necessary for the Agent to act on the Principal's behalf for any purpose. In addition to these general powers, the Agent shall have the following specific powers:

A. The power to collect and receive, with or without the institution of suit or other legal process, all debts, monies, gifts, objects, interest, dividends, annuities and demands that now are due or may hereafter become due, owing or otherwise payable or belonging to the Principal. The Agent may use and take all lawful actions in the Principal's name or otherwise to recover the same or compromise the recovery thereof.

B. **Real Estate:** The power to sell, convey, lease, exchange, mortgage, pledge, release, hypothecate or otherwise deal with, dispose of, exchange or encumber any of the Principal's property, either real or personal. This shall include the power to borrow money or otherwise obtain credit upon such terms, conditions and covenants as the Agent considers to be appropriate. To make, draw and indorse promissory notes, checks or bills pertaining to Real Estate. To make and execute any and all contracts pertaining to Real Estate. To bargain for, contract, buy, sell, encumber and deal with personal property or pertaining to real estate. To execute any document necessary to effectuate the transactions described above including but not limited to closing statements, instruments or conveyance and supporting documents, certifications, acknowledgments and like instruments.

C. The power to appear on the Principal's behalf in any litigation in which the Principal is or may become a party during the duration of this General Power of Attorney.

D. The power to give discharges, releases, consents and receipts on the Principal's behalf, including the power to renounce or disclaim any testamentary or non-testamentary transfer intended for

the Principal.

E. The power to deposit funds in the Principal's name in any banking, savings or financial institution in any type of account, whether or not insured.

F. The power to pay any and all bills, accounts, claims and demands now due or that become due or payable by the Principal. In connection therewith, the Agent may withdraw funds from, and draw and sign checks in the Principal's name upon, any bank or trust company, any savings or other financial institution, or any money market or other fund in which the Principal may have funds on deposit.

G. The power to endorse all checks drawn to the Principal's order for deposit in any account in which the Principal may have funds on deposit or in any new account opened in the Principal's name.

H. The power to hold, invest, reinvest or otherwise deal with and manage any property in which the Principal may have an interest.

I. The power to transfer or surrender any securities which the Principal may own. In connection therewith, the Agent may execute in the Principal's name or behalf any stock power or other instrument in order to effect the transfer or surrender thereof.

J. The power to enter into or renew any agency or custodial agreement with any bank or trust company at the Principal's expense for the investment or safekeeping of any property. This shall include the power to revoke any agency or custodial agreement, whether the agreement is entered into by the Principal, by the Agent or by another person.

K. The power of unrestricted access to, and the right to enter into, any safe deposit box, vault, storage warehouse or other depository which the Principal may own, which may be leased or registered in the Principal's name, or in which any of the Principal's property may be held.

L. The power to bargain for, contract for, purchase, receive, lease or otherwise acquire in the name of, for the account of or on behalf of the Principal property of any kind, real or personal, tangible or intangible, including but not limited to, United States Treasury Bills, notes, bonds and other obligations of the United States Government or any of its agencies which may be used, pursuant to §6312 of the Internal Revenue Code and the Regulations thereunder (as the same may be in effect from time to time), in payment of the tax imposed by §2001 of said Internal Revenue Code as it may be in effect from time to time.

M. The power to prepare, make, execute and file any and all federal, state, local or other tax returns, claims for refunds or declarations of estimated tax on the Principal's behalf. This power shall include the power to represent the Principal (directly or through attorneys, accountants or other agents) in any matter before the Internal Revenue Service or any other federal, state or local agency. In connection with such representation, the Agent may execute consents extending the statutory period for the assessment or collection of taxes, may pay all taxes and interest thereon which the Principal may

owe or which may be assessed against the Principal, and may contest the validity of any proposed assessment.

N. The power to execute, seal, acknowledge and deliver any instruments, documents or papers deemed necessary, advisable or expedient with respect to any property in which the Principal may at any time have an interest.

4. **Limitation of Power of Agent.** Notwithstanding any other provision of this General Power of Attorney, the Agent shall have no rights or powers hereunder with respect to any act, power, duty, right or obligation relating to any person, matter, transaction or property held or possessed by the Principal as a trustee, custodian, personal representative or other fiduciary capacity.

5. **Ratification.** The Principal hereby ratifies, acknowledges and declares valid all acts performed by the Agent on the Principal's behalf prior to the effective date of this General Power of Attorney.

6. **Revocation and Termination.** This General Power of Attorney is revocable by the Principal; provided that insofar as any governmental agency, bank, depository, trust company, insurance company, other corporation, transfer agent, investment banking company or other person who shall rely upon this power, this power may be revoked only by a notice in writing executed by the Principal and delivered to such person or institution.

**This is a durable power of attorney and the authority of my attorney in fact shall not terminate if I become disabled or in the event of later uncertainty as to whether I am dead or alive.**

The Principal hereby revokes any and all general powers of attorney previously executed by the Principal, if any, and the same shall be of no further force or effect. However, the Principal does not intend in this General Power of Attorney to affect, modify or terminate any special, restricted or limited power or powers of attorney previously granted by the Principal in connection with any banking, borrowing or commercial transaction.

7. **Construction.** This General Power of Attorney is executed and delivered in the State of Kansas, and the laws of the State of Kansas shall govern all questions as to its validity and as to the construction of its provisions. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific powers is not intended to limit or restrict the general powers granted to the Agent in this instrument.

8. **Reliance.** Third parties may rely upon the representations of the Agent as to all matters related to any power granted to the Agent in this instrument, and no person who acts in reliance upon the representation of the Agent shall incur any liability to the Principal or the Principal's estate as a result of permitting the Agent to exercise any power. Third parties may rely upon a photocopy of this executed General Power of Attorney to the same extent as if the copy were an original of this instrument.

IN WITNESS WHEREOF, the Principal has executed this General Power of Attorney on this 7<sup>th</sup> day of November 2012.

*Edwin L. Daniels*  
EDWIN L. DANIELS, Principal

STATE OF KANSAS, COUNTY OF ALLEN, ss:

The above document was acknowledged before me this 7<sup>th</sup> day of November 2012 by EDWIN L. DANIELS, the Principal.

*Kimberley A. Morrison*  
Notary Public

