

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1

July 2014

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: _____

Date: _____

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 _____

KDOR Lease No.: _____

[illegible]

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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Form KSONA-1

July 2014

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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: _____

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT OF OIL AND GAS LEASE is dated this 9th day of July, 2018, but effective as of July 1, 2018.

WHEREAS, Preston Withers and Michelle Withers, husband and wife, and/or Withers Land & Exploration, Inc. are owners of the Oil and Gas Leases described on Exhibit "A" attached hereto and made a part hereof; and Western Pacific Farms, Inc. operates said Leases; and

NOW, THEREFORE, **PRESTON WITHERS AND MICHELLE WITHERS**, husband and wife, and **WITHERS LAND & EXPLORATION, INC.**, hereinafter called Assignors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey unto **EDISON OPERATING COMPANY, LLC** hereinafter called Assignee, all of Assignor's right, title, interest and operations in and to;

SEWARD COUNTY, KANSAS

THE OIL and GAS LEASES described on Exhibit "A" (including any ratifications and amendments thereto), together with the rights and incident thereto and the personal property and fixtures thereon, appurtenant thereto, or used or obtained in connection therewith, including but not limited to, working interest, reversionary interest, operations, associated leasehold rights, wells, equipment, pumping units, tanks, machinery, supplies, materials, compressors, compressor agreements, flow lines, gathering lines, rights-of-way, easements, surface leases used in connection with oil and gas operations, attributable unit acreage, and salt water disposal wells and disposal systems, and other equipment located on and used in connection with the development, operation or maintenance of the oil and gas leases above described, excluding only royalty/mineral interests that may be owned by Assignor. Assignor makes no warranty, express or implied, as to title, the condition, kind or character of said personal property or equipment, even as to the implied warranties of merchantability or fitness for a particular purpose; and

ALL rights and obligations derived from or created by unitization agreements, pooling agreements, and any rights and obligations derived from or created by operating or joint operating agreements, and all contracts and contractual rights, obligations and interests including, but not limited to unit agreements, operating agreements, farmout agreements, production sales contracts, gas purchase contracts, processing contracts, gas balancing agreements, rights of way, easements and all other agreements and instruments insofar as they relate to the above described oil and gas lease and well.

AND it is understood that Assignee will be responsible for the payment of any and all production, ad valorem or sales taxes due or payable for the period from and after the Effective Date hereof attributable to the interest conveyed herein.

It is the intent of the Assignor to convey to Assignee all right title and interest of the oil and gas leases and wells listed on Exhibit "A" whether described accurately and fully or not. Assignor will make further assignments and conveyances to fulfil the intent.

This assignment is made without warranty of title, either express or implied. All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors and assigns of the Assignor and Assignees herein.

Michelle Withers
Michelle Withers, individually
And representing the owner as President of:
Withers Land & Exploration, Inc.

Preston Withers
Preston Withers, individually
And representing the operator as President of:
Western Pacific Farms, Inc.

Acknowledgment

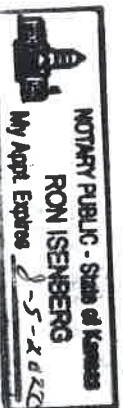
STATE OF KANSAS)
COUNTY OF HASKELL) §

Before me, the undersigned, a Notary Public, in and for said county and State, on this 9th day of July, 2018, personally appeared Preston Withers and Michelle Withers, to me known to be the identical person who executed the within foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, 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.

Ron Isenberg
Notary Public

8-5-2020
My commission expires



ASSIGNMENT OF OIL AND GAS LEASE DATED JULY 1, 2018 BY AND BETWEEN PRESTON AND MICHELLE WITHERS, AS ASSIGNORS AND EDISON OPERATING COMPANY, LLC AS ASSIGNEE

EXHIBIT "A"
ASSIGNMENT OF OIL AND GAS LEASE
SEWARD COUNTY, KANSAS

COLLINGWOOD LEASE

Oil and gas lease dated October 30, 1944 between Alfred J. Collingwood and Edna E. Collingwood, his wife as Lessor and Cities Service Gas Company as Lessee, covering the West Half (W/2) of Section 18, Township 32 South, Range 32 West, and recorded in Book 69 at Page 595 in the records of Seward County, Kansas.

Oil and gas lease dated November 08, 1944 between Emma M. Beaver and John D. Beaver, her husband as Lessor and Ben F. Brack as Lessee, covering the East Half (E/2) of Section 18, Township 32 South, Range 32 West, and recorded in Book 73 at Page 331 in the records of Seward County, Kansas.

M. COLLINGWOOD #1 Well API (#15-175-00437) located in the NE NE SW SW of Sec. 18-T32S-R32W

WESSELER LEASE

Oil and gas lease dated November 18, 1944 between Oscar L. Wesseler and Clara J. Wesseler, his wife as Lessor and Ben F. Brack as Lessee, covering the Northwest Quarter (NW/4) of Section 03, Township 32 South, Range 32 West, and recorded in Book 69 at Page 365 in the records of Seward County, Kansas.

Oil and gas lease dated November 06, 1944 between J C Lemon, Paul L. Miller, Mal H. Eubank and W F Harkrader, Trustees, as Lessor and Ben F. Brack as Lessee, covering the Northwest Quarter (NW/4) of Section 03, Township 32 South, Range 32 West, and recorded in Book 69 at Page 528 in the records of Seward County, Kansas.

Oil and gas lease dated December 09, 1944 between William A. Leffler and Clara G. Leffler, his wife as Lessor and C W Frantz as Lessee, covering Lots 1, 2, South Half of the Northeast Quarter (S/2 NE/4) the Southeast Quarter (SE/4) of Section 03, Township 32 South, Range 32 West, and recorded in Book 73 at Page 648 in the records of Seward County, Kansas.

WESSLER #1 Well API (#15-175-00231) located in the NW NW SE NW of Sec. 03-T32S-R32W

WETTSTEIN LAMBERT LEASE

Oil and gas lease dated November 22, 1944 between Charles Koenig and Huldah H. Koenig, his wife as Lessor and Ben F. Brack as Lessee, covering the Southeast Quarter (SE/4) of Section 20, Township 32 South, Range 32 West, and recorded in Book 69 at Page 70 in the records of Seward County, Kansas.

Oil and gas lease dated November 08, 1944 between Nina Belle Hatcher and J N Hatcher, her husband as Lessor and Ben F. Brack as Lessee, covering the Northwest Quarter (NW/4) of Section 20, Township 32 South, Range 32 West, and recorded in Book 69 at Page 602 in the records of Seward County, Kansas.

Oil and gas lease dated November 20, 1944 between Ora A Lambert and Thelma Lambert, his wife as Lessor and Ben F. Brack as Lessee, covering the Northeast Quarter (NE/4) of Section 20, Township 32 South, Range 32 West, and recorded in Book 69 at Page 666 in the records of Seward County, Kansas.

Oil and gas lease dated November 29, 1944 between H D Massoni and Mary L. Massoni, his wife as Lessor and Ben F. Brack as Lessee, covering the Southwest Quarter (SW/4) of Section 20, Township 32 South, Range 32 West, and recorded in Book 69 at Page 361 in the records of Seward County, Kansas.

WETTSTEIN #1 Well API (#15-175-21646) located in the NW NW SW of Sec. 20-T32S-R32W
LAMBERT #1 Well API (#15-175-00233) located in the C NW of Sec. 20-T32S-R32W

PM
mman