KOLAR Document ID: 1407180

# 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: MUST be subm	itted with this form.			
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:			
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:			
Gas Gathering System:				
Saltwater Disposal Well - Permit No.:	Lease Name:			
Spot Location: feet from N / S Line feet from E / W Line	Legal Description of Lease:			
Enhanced Recovery Project Permit No.:				
Entire Project: Yes No	County: Production Zone(s):			
Number of Injection Wells **				
Field Name:				
** Side Two Must Be Completed.	Injection Zone(s):			
2000 000 0000				
Surface Pit Permit No.:	feet from N / S Line of Section			
(API No. if Drill Pit, WO or Haul)	feet from E / W Line of Section			
Type of Pit: Emergency Burn Settling	Haul-Off Workover Drilling			
Pact Operator's License No.	Contact Person:			
Past Operator's License No.	Contact Person:			
Past Operator's Name & Address:	Phone:			
	Date:			
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	n authorization, surface pit permit # has been			
noted, approved and duly recorded in the records of the Kansas Corporation	n 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	is acknowledged as			
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit			
Permit No.: Recommended action:	permitted by No.:			
Date: Authorized Signature	Date:			
DISTRICT EPR	PRODUCTION UIC			
DISTRICT EFF	THOUSE HON			

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#### Side Two

#### Must Be Filed For All Wells

* Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	<i>Circle</i> FEL/FWL		
	· -	FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		I JL/FINL	LL/  VVL		

A separate sheet may be attached if necessary

<sup>\*</sup> 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

# Kansas Corporation Commission

July 2014 OIL & GAS CONSERVATION DIVISION Form Must Be Typed Form must be Signed **CERTIFICATION OF COMPLIANCE WITH THE** All blanks must be Filled 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 #	Well Location:		
Name:	SecTwpS. R 🔲 East 🗌 West		
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of		
Contact Person:	the lease below:		
Phone: ( ) Fax: ( )			
Email Address:			
Surface Owner Information:			
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional		
Address 1:	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		
Address 2:	county, and in the real estate property tax records of the county treasurer.		
City:			
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and a batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.		
☐ I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be to CP-1 that I am filing in connection with this form; 2) if the form I form; and 3) my operator name, address, phone number, fax, a  ☐ I have not provided this information to the surface owner(s). I a	act (House Bill 2032), I have provided the following to the surface ocated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.  cknowledge that, because I have not provided this information, the purer(s). To mitigate the additional cost of the KCC performing this		
that I am being charged a \$30.00 handling fee, payable to the h	fee with this form. If the fee is not received with this form, the KSONA-1		
I hereby certify that the statements made herein are true and correct to  Date: Signature of Operator or Agent:	the best of my knowledge and belief.		
Oignature of Operator of Agent.	Tiuo.		

STATE OF KANSAB SS BOURBON COUNTY
THIS INSTRUMENT WAS FILED FOR RECORD
ON THE \$20 DAY OF AD.

19 \$1 AT \$1.52 OK OCK \$1 M. AND
PROOR DED IN BOOK \$1 M. OF \$1 M. AND
PAGE \$44.5 \text{AT}\$

ASSIGNMENT OF OIL AND GAS LEASE

#### KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Jerald G. Bollinger and Jerald G. Bollinger d/b/a Bollinger Oil Company (ASSIGNORS), for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Mildred A. Bollinger (ASSIGNEE), all of their right, title and interest in and to the oil and gas lease commonly referred to as the bollinger East Lease, more particularly described as follows:

An Oil and Gas Lease dated February 18, 1983, from Clarence Eldon Bollinger and Allene Berdine Bollinger, husband and wife, and Jerald Gene Bollinger and Mildred Ann Bollinger, husband and wife, lessors, to Bollinger Oil Company, lessee, recorded in Book M-78, Page 286, Office of the Register of Deeds, Bourbon County, Kansas, and covering the following described land in Bourbon County, Kansas:

The West Half (W/2) of Section 35, Township 26, Range 21 East, containing 320 acres, more or less;

together with the rights incident thereto and the personal property thereon, appurtenant thereto or used or obtained in connection therewith.

Executed this 281hday of

00

Jerald G. Bollinger

Gerald G. Bollinger d/b/a Bollinger

Oil Company

STATE OF KANSAS

(SS:

COUNTY OF ALLEN

BE IT REMEMBERED, that on this day of Une, 1994 before me, the undersigned, a notary public in and fore the county and state aforesaid, came Jerald G. Bollinger, and Jerald G. Bollinger d/b/a Bollinger Oil

IMMEL, IMMEL, &
WORKS, P. A.
ATTORNEYS AT LAW
4 EAST JACKSON
P. O. BOX 766
IOLA, KANSAS 66749
(316) 365-2722

647

Company, who is personally known to me to be the same person who executed the foregoing instrument in writing and who duly acknowledged the execution of the same to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

AUDREY J. KERSEY
NOTARY PUBLIC
STATE OF KANSAS
AY APPI. EXPIRES

Wotary Public Jotels

IMMEL, IMMEL & WORKS, P. A.
ATTORNEYS AT LAW
4 EAST JACKSON
P. O. BOX 766
IOLA, KANSAS 66749
(316) 363-2222



State of Kanese, Bourbon County SS Lora Holdridge Register of Deede Book: 407 Page: 307-309

Receipt \*: 26098 Pages Recorded: 3 Recording Fee: \$15,00

Date Recorded: 11/15/2013 11:09:13 AM

#### **OIL AND GAS LEASE**

THIS AGREEMENT, Made this \_\_7\_\_ day of <u>November</u>, 2013, between, M.A. Miller, Trustee of the M.A. Miller Revocable Trust u/t/i dated September 16, 1996 (LESSOR) and Jerald G. Bollinger (LESSEE).

# 1. Grant of Leased Premises

LESSOR, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration paid, the receipt of which is hereby acknowledged, and the covenants and conditions contained in this Lease, does hereby grant, lease and let to LESSEE the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, and extracting, storing, and removing of oil, gas, hydrocarbons, and all associated substances.

The land covered hereby is located in Bourbon County, Kansas, and is described as follows:

The Northwest Quarter (NW/4) of Section Thirty-five (35), Township Twenty-six (26), Range Twenty-one (21) East of the Sixth Principal Meridian, less roads, and subject to easements and right-of-way of record, consisting of approximately 160 acres, more or less. (the "Leased Premises")

LESSOR leases to LESSEE the Leased Premises for a Primary Term of twelve (12) months from and after the date of this Lease, and as long thereafter as (a) oil, gas, or other hydrocarbon substances are produced from the Leased Premises; (b) drilling operations are being continuously prosecuted on the Leased Premises; or (c) the term is extended by agreement of the parties.

#### 2. LESSEE's Rights

During the term of this Lease, LESSEE shall have the exclusive right to explore, drill, and mine for and extract, store, and remove oil, gas, hydrocarbons, and other associated substances on and from the Leased Premises and for the following purposes:

- (a) To enter and occupy the Leased Premises
- (b) To erect, construct, maintain, operate, use, repair, and replace on the Leased Premises structures, buildings, plants, machinery, casing, instruments, tanks, pipelines, pole lines, power lines, roads and other structures and facilities as may be necessary or convenient for the extraction of oil, gas, hydrocarbons, and other associated substances on and from the Leased Premises.
- (c) To inject on the Leased Premises gas, water, and other fluids.
- (d) To drill on the Leased Premises for water and use, without charge, any water obtained by its operations on the Leased Premises.

## 3. Royalty

- a) LESSEE shall pay to or deliver to the credit of LESSOR, free of cost, in the pipe line to which it may connect its wells, the equal two-eighths (2/8ths) part of all oil produced and removed from the Leased Premises
- b) LESSEE shall pay to LESSOR the equal two-eighths (2/8ths) part of the gross proceeds at the prevailing market rate, for all gas produced and sold or used off the Leased Premises.
- c) LESSEE shall pay to LESSOR for gas produced from any oil well and sold or used off the premises, or for the manufacture of casing-head gas, two-eighths (2/8ths) of the gross proceeds at the prevailing market rate for the gas used, for the time during which such gas shall be used.
- d) LESSEE is not required to account for or pay royalties to LESSOR for any oil, gas, or water produced from the Leased Premises and used by LESSEE in its operations under this Lease.

# 4. Payment For Lesser Interest

If 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 LESSOR's interest bears to the whole and undivided fee.

# 5. Conduct of Operations

- a) All operations to be performed by LESSEE on the Leased Premises shall be done in a careful workmanlike manner, in accordance with all laws, statutes, and administrative regulations relating to the operations of oil and gas production, and shall allow no liens to attach to the Leased Premises as a result of the oil and gas operations.
- b) When requested by LESSOR, LESSEE shall bury pipe lines below plow depth.
- c) No well shall be drilled nearer than 200 feet to any building or structure now on such premises, without the written consent of the LESSOR.
- d) LESSEE shall pay for damages caused by its operations to growing crops on the Leased Premises.
- e) LESSEE shall have the right at any time to remove all machinery and fixtures placed on the Leased Premises, including the right to draw and remove casing.
- f) If the LESSEE shall commence to drill a well within the primary 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 and gas, or either of them, is found in paying quantities, this Lease shall continue and be in force with like effect as if such well had been completed within the primary term.
- g) LESSEE shall fence all pump jacks, slush pits and tank battery installations to prevent access thereto by any cattle or other livestock.
- h) LESSEE shall plug all non-producing wells within 12 months and shall cut off the pipe to below plow depth.

# 6. Assignment

LESSOR and LESSEE shall each have the right to assign its interests in this Lease, in the Leased Premises, and in the oil and gas rights to the Leased Premises; provided however, that no assignment by LESSOR shall increase LESSEE's obligations under this Lease, and no assignment by LESSOR shall be binding on LESSEE until LESSEE has been given written notice, signed by LESSOR, of the assignment.

#### 7. Default Clause

Should LESSEE default in the payment of any rent or royalty due under this Lease or in the performance of any other obligation imposed on it by this Lease, and this default is not corrected within 15 days after written notice of the default has been served on LESSEE by LESSOR, then LESSOR may terminate this Lease and all rights of LESSEE in and to the Leased Premises or under this Lease shall cease.

#### 8. Termination of Lease

On termination of the Lease, LESSEE shall peaceably surrender possession of the Leased Premises in as good condition, reasonable wear and tear excepted, as it was on the date of this Lease. LESSEE shall have the right, on termination or surrender of this Lease, to all improvements placed on the Leased Premises by LESSEE, including all structures, buildings, plants, machinery, casing, instruments, or tanks erected or installed by LESSEE.

# 9. Binding On Heirs

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Lease.

IN WITNESS WHEREOF, this Lease has been executed on the date set forth above.

M.A. Miller, Trustee of the M.A. Miller Revocable Trust, (LESSOR)

M. A. Miller, Trustee

COUNTY OF TUSA (ss:

This instrument was acknowledged before me on \_ of the M.A. Miller Revocable Trust.

, 2013, by M.A. Miller, Trustee

Notary Public

