

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
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: _____

New Operator's Email: _____

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 _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

Form Must Be Typed

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All blanks must be Filled

**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 (see Chapter 55 of the Kansas Statutes Annotated), 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: _____

Correction to book:1407 pages:1904-1909

OIL AND GAS LEASE
(Adapted from Producer's Form 88)

THIS AGREEMENT, Made and entered into this 25th day of April, 2022, by and between Michael L. Pihl, and Teresa L. Pihl husband and wife, hereinafter called Lessors and administrators/trustees of the Teresa L. Pihl Living Trust, and Don Sims Oil hereinafter called Lessee.

WITNESSETH, That the said lessor, for and in consideration of one dollar per acre, cash in hand, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products; injecting gas, waters, other fluids and air into subsurface strata; laying pipe lines, storing oil, building tanks, power stations, roadways and other structures and things thereon to produce, save, take care of, treat, process, store, transport and market said oil and gas products, the following land together with any reversionary rights and after-acquired interests therein, situated in the County of McPherson, State of Kansas described as follows, to-wit:

*A tract beginning Thirty-eight (38) rods South of the Northwest corner of said Tract: Northeast Quarter

The Northeast Quarter (NE/4) of section Thirty-Five (35), Township Fifteen (15) South, Range Four (4) West, Saline County, Kansas EXCEPT (NE/4), said point being in the center of the channel of Dry Creek, thence up the center of the channel of said creek to its intersection with the west line of said Quarter section, thence North on said line to the point of beginning.

AND EXCEPT a tract described as follows: Commencing at the Northeast corner of Section Thirty-five (35), Township Fifteen (15) South, Range Four (4) West of the 6th P.M., thence South 00°01'22" East, Four hundred fifty-eight and eighty-six Hundredths (458.86) feet along the East Section line of said Section Thirty-five (35) to the point of beginning; thence North 89°09'04" West, Six Hundred Twenty-eight and Sixty Hundredths (628.60) feet, thence South 02°07'22" East, Four Hundred Fifty-eight and Twenty-five Hundredths (458.25) feet; thence South 73°18'48" West, One Hundred Forty-seven and Sixty-one Hundredths (147.61) feet; thence South 02°58'52" West, Three Hundred Five and Twenty-six Hundredths (305.26) feet; thence South 88°35'45" East, Seven Hundred Sixty-nine and Thirty-eight Hundredths (769.38) feet; thence North 00°01'22" West, Eight Hundred Fourteen and Seventy Hundredths (814.70) feet to the point of beginning. (Except that part taken for road, highway and right-of-way) consisting of 139.81 acres.

It is agreed that this lease shall remain in full force for a term of one (3) year from this date, and as long thereafter as oil or gas is produced from said land by the lessee.

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

To deliver to the credit of lessor, free of cost, the equal one-eighth (.125 NRI) part of all oil or gas or oil or gas related products produced, saved and sold from the leased premises.

To operate according to all rules and regulations of the Kansas Corporation Commission, the Kansas Department of Health and Environment and the U.S. Environmental Protection Agency. Also, to operate in a workmanlike manner consistent with local conditions and practices.

Correction to book:1407 pages:1904-1909

To bury all lines below plow depth and to consult with lessor and any tenant farmers before building roads and facility sites in an attempt to work in conjunction with and avoid interfering with the farming operations to the extent possible.

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

This lease precludes Lessee from drilling any well or placing any related facilities within 200 feet of any house or barn currently located or hereafter constructed upon the lease premises.

Lessee shall pay for any damages caused by its operations, including damage to growing crops.

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.

Lessee or his assigns or successors shall be responsible, in the event that production ceases and the wells are abandoned, to plug the wells according to the specifications of the Kansas Corporation Commission, Conservation Division, and to restore the affected land to its original condition.

If the lessee shall commence 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 is 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 first well drilled is a dry hole or for any reason cannot be completed within the terms of this lease, Lessee is hereby granted an additional 12 months to drill a new well for an additional \$800.00 lease bonus.

If the estate of either party hereto is transferred, and the privilege of transferring in whole or in part, is expressly allowed, or if the rights hereunder of either party hereto are vested by decent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successors or assigns. In the event that there is a change of ownership of said land, proof of the change in ownership must be provided by the lessor, it's heirs, successor or assigns to facilitate proper distribution of the royalty interest proceeds. If the leased premises are now or hereafter owned severally or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

If any part of the Leased Premises is subject to or enrolled in the Conservation Reserve Program, Lessee shall reseed to Conservation Reserve Program specifications, compatible grass in all areas thereof affected by Lessee's operations and indemnify Lessors of any penalties, liquidated damages, refunds, or any interest thereon under the Conservation Reserve Program as a result of Lessee's operations.

Correction to book:1407 pages:1904-1909

It is agreed between Lessors and Lessee that, in the event that one (1) or more wells are drilled on the leased premises, to the extent reasonably possible, Lessee shall locate all tank batteries and other above ground facilities so as not to be inconvenient to farming operations.

Lessee will maintain any roads constructed by Lessee within its operation so that roads are kept in such condition to adequately provide for Lessee's operations. However, said roads should be located to minimize any and all impact upon the Lessor's farming and/or ranching operations.

Lessee will place tank batteries and other production equipment along a roadway or in a corner of the Leased Premises and bury pipelines, lateral and electrical lines below thirty inches (30") in depth in a manner to offer the least amount of interference to farming operations.

If Lessee crosses any terrace or fence, Lessee shall restore such terrace or fence to its original condition. During the continuation of the lease, Lessee will repair any break in a terrace where it was crossed. Lessee shall not lay any line or maintain a drive through a waterway or terrace without written consent of Lessors. Lessee will not take action or permit any action which will permanently alter the natural water drainage.

Lessee will keep weeds and noxious weeds free and clear around the production equipment and keep weeds free and clear from pumping units and tank batteries as nearly as practicable. All anchors used in drilling and work-over rigs are to be marked plainly with T-posts so as to be visible when working the land.


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

Lessee, at his option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgement it is necessary or advisable to do so in order to properly develop and operate said lease premises, said pooling to be of tracts contiguous to one another. Lessee shall execute in writing and record in conveyance records of the county of which the land herein leased is situated an instrument identifying the pooled acreage. Land owners shall share royalties from unitized acreage proportionately according to land ownership in the unit.

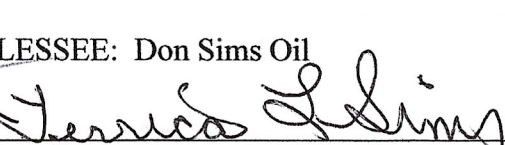
Whereof witness our hands as of the day and year above written,

LESSORS:


LESSEE: Don Sims Oil



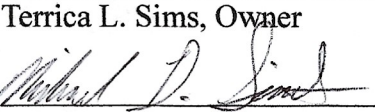
Michael L. Pihl, Trustee



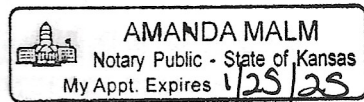
Terrica L. Sims, Owner



Teresa L. Pihl, Trustee



Michael D. Sims, Operator

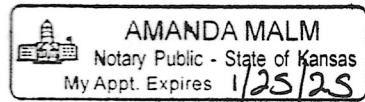


Correction to book:1407 pages:1904-1909

STATE OF KANSAS)
COUNTY OF McPherson) ss:

The foregoing instrument was acknowledged before me this 25th day of April, 2022
by Michael L. Pihl, Trustee, of the Teresa L. Pihl Living Trust.

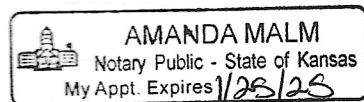
My commission expires January 25, 2025 Amanda Malm
Notary Public, Amanda Malm



STATE OF KANSAS)
COUNTY OF McPherson) ss.

The foregoing instrument was acknowledged before me this 25th day of April, 2022
by Teresa L. Pihl, Trustee, of the Teresa L. Pihl Living Trust.

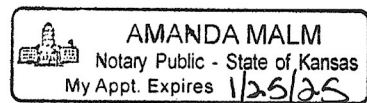
My commission expires January 25, 2025 Amanda Malm
Notary Public, Amanda Malm



STATE OF KANSAS)
COUNTY OF McPherson) ss.

The foregoing instrument was acknowledged before me this 25th day of April, 2022
by Terrica L. Sims, Don Sims Oil, Owner.

My commission expires January 25, 2025 Amanda Malm
Notary Public, Amanda Malm



STATE OF KANSAS)
COUNTY OF McPherson) ss.

The foregoing instrument was acknowledged before me this 25th day of April, 2022
by Michael D. Sims, Don Sims Oil, Operator.

My commission expires January 25, 2025 Amanda Malm
Notary Public, Amanda Malm

89.00