KOLAR Document ID: 1800721

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form CP-111
July 2017
Form must be Typed
Form must be signed
All blanks must be complete

### TEMPORARY ABANDONMENT WELL APPLICATION

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OPERATOR: License#				API No. 15							
Name:						ription:					_
Address 1:						Sec.	•				
Address 2:											
City:	State:	_ Zip:	+			ion: Lat:(e.g.					
Contact Person:					Datum:	(e.g. NAD27 NAD8	xx.xxxxx) 83	4	(e.gxxx	:.xxxxx)	
Phone:( )					County:		Elevation:_			GL K	3
Contact Person Email:				Lease Name: Well #:						_	
Field Contact Person:						(check one) 🗌 Oil					_
Field Contact Person Phone: ( _	)					ermit #:			mit #:		_
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Review Completed by:				_ Comm	ients:						
TA Approved: Yes	Denied Date:										

#### Mail to the Appropriate KCC Conservation Office:

Name have been now toke on and from burger und were born	KCC District Office #1 - 210 E. Frontview, Suite A, Dodge City, KS 67801	Phone 620.682.7933
1000 1000 1000 1000 1000 1000 1000 100	KCC District Office #2 - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226	Phone 316.337.7400
The second of th	KCC District Office #3 - 137 E. 21st St., Chanute, KS 66720	Phone 620.902.6450
Size State S	KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651	Phone 785.261.6250

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# OH. AND CAR LEASE

AGREEMENT, made and entered into this 21st day of October, 2024, by and between Patricia Westerfield.

Trustee of the B. E. Schmidt and Dorothy L. Schmidt Revocable Living Trust dated March 29, 2006 whose mailing address is 4058 S. Appleton Dr., Springfield, MO 65807, hereinafter called lessor (whether one or more), and Redline Resources LLC, P. O. Box 221, Maize, KS 67101, hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars and more (\$ 10.00 & more) in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and temporary housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Reno, State of Kansas, described as follows, to wit:

Township 24 South, Range 4 West of the 6" P. M.

Section 19: That portion of a tract known as Astle's Island which lies South of the North Line and West of the East Line of Section 19 (otherwise described as that portion of Astle's Island lying North and East of the present Arkansas River located in the Northeast Quarter of Section 19, all being that portion of said island lying in Section 19, including all riparian rights thereto.

in Section XX, Township XX, Range XX and containing 39.50 Acres, more or less, and all accretions thereto.

- Subject to the provisions herein contained, this lease shall remain in force for a term of <u>Three (3)</u> years from this date (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
- 3. In consideration of these premises lessee covenants and agrees:
  - a. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
  - b. To pay lessor for gas of whatsoever nature or kind produced and sold or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee

may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. 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 like effect as if such well had been completed within the term of years first mentioned.

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

interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's granons mereon, except water from wells of lessor.

7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.

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

9. Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.

- 10. 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.
- 11. 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 its heirs executors, administrators, successors or assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

12. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or

portions and be relieved of all obligations as to the acreage surrendered.

- 13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
- 14. 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, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this leases is made, as recited herein.
- 15. Lessee, at its 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 judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leases is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by lease or not. In neu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.
- 16. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.

Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first written above.

	midt and Dorothy L. Sc ing Trust March 29, 20			
Patricia Weste		Mudd),	Trustu	
STATE of COUNTY of	Missours Greene	) ss:	Acknowledgment for In	dividual
Dorothy L. Sch	midt Revocable Living	Trust dated March	29, 2006, to me personall	his 25 <sup>th</sup> day of of the B. E. Schmidt and y known to be the identical she executed the same
her free and vol	luntary act(s) and deed(s	s) for the uses and pur	rposes therein set forth.	
IN WIT written.	NESS WHEREOF, I ha	ave hereunto set my h	and and official seal the d	ay and year last above
My commission  ON/ON/2		4	mily Parise	Heddun

EMILY PAIGE HEDDEN
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 8, 2025
Commission #21232528

Then Recorded. Return To:

Redline Resources. LLC
P. O. Box 221
Maize, KS 67101

## AFFIDAVIT BY TRUSTEE

COMES NOW the undersigned, of lawful age and upon her oath being first dully sworn, and states as Follows:

1. That this affidavit is made in connection with the following lands in Reno County, Kansas, to-wit:

Township 24 South, Range 4 West of the 6th P.M.

Section 19:

That portion of a tract known as Astle's Island which lies South of the North Line and West of the East Line of Section 19 (otherwise described as that portion of Astle's Island lying North and East of the present Arkansas River located in the Northeast Quarter of Section 19, all being that portion of said island lying in Section 19, including all riparian rights thereto.

- 2. That I am the presently existing Trustee of that trust known as <u>The B. E. Schmidt and Dorothy L. Schmidt Revocable Living Trust dated March 29, 2006</u>, to which the above-described property was conveyed by deed recorded in Book 583 at Page 084, in the records of the Register of Deeds of said county.
- 3. That said trust is revocable and presently in existence.
- 4. That I am authorized, without limitation, to execute and deliver to Redline Resources, LLC as lessee, an oil and gas lease covering the above-described lands for a primary term of Three (3) years.
- 5. The original Grantor-settlors of said Trust were B. E. Schmidt and Dorothy L. Schmidt, both of whom are deceased.

FURTHER AFFIANT(S) SAITH NAUGHT

Latricia Westerfield Westerfield

STATE of COUNTY of	Missouri Greene	) 3 )	Acknowledgment for Individual
be the identic	al person(s) who execut	2024, personally apped the within foregoin	nin and for said County and State, on this 25 <sup>th</sup> day of eared Patricia Westerfield, to me personally known to ag instrument and acknowledged to me that she executed the uses and purposes therein set forth.
IN V written.	VITNESS WHEREOF.		y hand and official seal the day and year last above
My commissi	on expires $08/08/2025$		Onvily Parge Hedelun, Notary Public
	MILY PAIGE HEDDE otany Public - Notary State OF MISSOURI Greene County ommission Expires Aug. 8 Commission (21232528)		Paige Hedden

STATE OF KANSAS • RENO COUNTY	
This instrument was filed for record on the	
4 day of Nov 20 24	_
at 9 A M and duly recorded in	
Book 583 Page 263 for a fee o	f
\$_38_ (2 ) page(s)	
Michelle Updegrove	~
Michelle Updegrove, Registrar of Deeds	

When Recorded Return To:

Redline Resources, LLC P. O. Box 221 Maize, KS 67101

#### ASSIGNMENT OF OIL AND GAS LEASE

#### KNOW ALL MEN BY THESE PRESENTS

THAT, the undersigned, <u>Redline Resources, LLC</u> by Trenton R. Henderson Managing Member whose mailing address is P O .Box 221, Maize, KS 67101 hereinafter called Assignor, for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto <u>Myron R. Miller</u>. whose mailing address is 12101 Fountain Green Road, Haven, KS 67543 hereinafter called Assignee, all right, title and interest in and to that certain oil and gas lease described below, located in **Reno** County, **Kansas**.

Lessor:

Patricia Westerfield, Trustee of the B. E. Schmidt and Dorothy L. Schmidt

r

Revocable Living Trust dated March 29, 2006

Lessee:

Redline Resources, LLC

Dated:

October 21, 2024

Term:

Three (3) Years

Recorded:

Book 583, Page 261

Description:

Township 24 South, Range 4 West of the 6th P. M.

Section 19: That portion of a tract known as Astle's Island which lies South of the North Line and West of the East Line of Section 19 (otherwise described as that portion of Astle's Island lying North and East of the present Arkansas River located in the Northeast Quarter of Section 19, all being that portion of said island lying in Section 19, including all riparian rights thereto.

And for the same consideration the Assignor covenants with the Assignee, its heirs, successors, or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease described above, free and clear from all liens, encumbrances or adverse claims; That said lease is 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.

EXECUTED, This <u>1st</u> day of November, 2024, however, effective the 21st day of October, 2024.

Redline Resources, LLC

Bv:

Trenton R. Henderson, Managing Member

STATE of	Kansas	)					
COUNTY of	Reno	)	ss:				
day of November Resources, LLC foregoing instru	me, the undersigned, per, 2024, personally content and acknowled, so for the uses and put	appeared known to ged to me	l <u>Trent</u> be the e that <u>h</u>	ton R. Henders identical person e executed the	on, Man (s) who	aging Mem	ber of Redline within
IN WIT above written.	NESS WHEREOF, I	have her	reunto s	set my hand and	official s	seal the day a	and year last
My commission	expires						
1	Y J MARTIN  olic - State of Kansas  res 5-14-28			Ciroy	JMC	, Notary Pi	ublic

Conservation Division District Office No. 2 3450 N. Rock Road Building 600, Suite 601 Wichita, KS 67226



Phone: 316-337-7400 http://kcc.ks.gov/

Laura Kelly, Governor

Andrew J. French, Chairperson Dwight D. Keen, Commissioner Annie Kuether, Commissioner

#### 11/07/2024

Sue Miller Miller, Myron R. 12101 E. Fountain Green Rd Haven, Kansas 67543-8528

Re: Temporary Abandonment API 15-155-03018-00-00 ASTLE ISLAND 1 NE/4 Sec.19-24S-04W Reno County, Kansas

#### Dear Sue Miller:

- "Your temporary abandonment (TA) application for the well listed above has been approved. In accordance with K.A.R. 82-3-111 the TA status of this well will expire 11/07/2025.
- \* If you return this well to service or plug it, please notify the District Office.
- \* If you sell this well you are required to file a Transfer of Operator form, T-1.
- \* If the well will remain temporarily abandoned, you must submit a new TA application, CP-111, before 11/07/2025.

You may contact me at the number above if you have questions.

Very truly yours,

Jeff Klock, District Supervisor"