

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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

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 _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

Form Must Be Typed

Form must be Signed

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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 (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: _____

If, after the expiration of the primary term of this lease, production on the leased premises, or lands pooled or unitized therewith, shall cease from any cause, this lease shall not terminate provided lessee resumes production of oil or gas within one hundred twenty (120) days from the date of such cessation, and if production is timely resumed, then this lease shall continue in effect so long as oil or gas is produced.

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 the said lessor only in the proportion which the lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth, which shall be not less than 48 inches in depth.

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

Lessee shall pay for damages caused by lessee's operations to growing crops, hay, grasses, and livestock on said land, and shall reasonably restore any such damaged area by grading the surface to its original contour as near as practicable and reestablishing any hay and grass so damaged. Notwithstanding the above, Lessee shall not be liable for damages to hay or grasses within 150 feet of any pumping unit. Lessee shall not be liable for existing damage on the leasehold property caused by prior operators.

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.

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 their heirs, executors, administrators, successors or assigns, but no changes in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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.

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 for damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, and such Law, Order, or Rule.

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. Notwithstanding the above, Lessor disclaims all warranties of title related to that certain Oil and Gas Lease, dated November 3, 1993, and recorded on Book 424 Page 292 in the Register of Deeds of Jefferson County, Kansas, granted in favor of KLM Exploration Inc. as lessee.

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. 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 this lease or not. In lieu 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.

If at the end of the primary term, this lease is not otherwise continued in force under the provisions thereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender

to Lessor TWENTY-FIVE Dollars (\$25.00) multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease the primary term shall be extended for an additional two (2) years from the end of the primary term thereof.

Lessee agrees and covenants to Lessor to: (a) maintain and repair existing fences and gates upon the leased premises, (b) build and maintain fences around any new wells drilled and new equipment installed by Lessee on the leased premises to prevent livestock from interfering with Lessee's property and equipment, and (c) to install gates and cattle guards at any new entrances made by Lessee to the leased premises so as to keep livestock confined to the lands and pastures of Lessor. Lessee further agrees to maintain its roads in passable condition, and shall not widen or change the course of such roads without Lessor's prior written consent.

Lessee may widen entrances to the leased premises upon prior written notice to Lessor. Lessee shall install cattle guards and/or gates at any entrance so widened.

Lessee shall provide Lessor with not less than 14 days prior notice of any planned significant maintenance (e.g., pulling the well, or the bringing in of any large equipment) to Lessee's wells and other equipment situated on the leased premises, provided that if such maintenance or repairs are in the nature of an emergency, prior notice shall be provided as soon as reasonably possible.

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

M.D. EDMONDS FARMS, INC.

X: Sara E Miller

By: Sara E. Miller, President

ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Wyandotte)

BE IT REMEMBERED, that on this 21st day of September, A.D. 2024, before me, a Notary Public in and for the County and State aforesaid, came Sara E. Miller, President of M. D. Edmonds Farms, Inc., a Kansas corporation, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

Daulton Lafferty

My appointment expires: 05/09/2026



FILED
and
RECEIVED
10:23 a.m.
AUG 01 2024

REGISTER OF DEEDS
JEFFERSON COUNTY



2024R2001
DELIA HESTON, REGISTER OF DEEDS
JEFFERSON COUNTY, KS
RECORDED ON:
09/03/2024 02:02:06 PM
REC FEE: 225.00
INDEX: 0.00
PAGES: 13

AFFIDAVIT OF FORFEITURE
(Pursuant to K.S.A. § 55-201, *et seq.*)

STATE OF KANSAS)

) ss:
COUNTY OF Wyandotte)

I, Sara Miller ("Affiant"), of lawful age, being first duly sworn, depose and state upon my oath:

1. I am president of M.D. Edmonds Farms, Inc., the owner of the following-described real estate ("Subject Property"), including the surface and mineral estate:

The East Half of the Southwest Quarter (E/2 SW/4) of Section 17,
Township 9 South, Range 20 East, Jefferson County, Kansas.

2. The Subject Property was subject to an Oil and Gas Lease ("Subject Lease") dated November 3, 1993, from M.D. Edmonds Farms, Inc., lessor, to KLM Exploration Inc., lessee, recorded in Book 424, Page 292, of the office of the Register of Deeds of Jefferson County, Kansas.

3. By Sheriff's Deed and Bill of Sale dated January 18, 2023, recorded as instrument number 2023R0338 in the office of the Register of Deeds of Jefferson County, Kansas, the Sheriff of Jefferson County, Kansas, conveyed the Subject Lease to ARC Energy Development LLC. This conveyance was made in execution of a judgment obtained against KLM Exploration Inc., successor-in-interest to KLM Exploration Inc., entered in the United States District Court for the Southern District of Texas, Case No. 4:21-CV-926, which judgment was registered in the District Court of Jefferson County, Kansas, in Case No. 2021-MV-20, and which judgment was assigned to ARC Energy Development LLC on March 8, 2022.

4. The Subject Lease covers the Subject Property and was granted for a primary term of 30 days, and as long thereafter as oil and gas, or either of them, is produced from the Subject Property by the lessee.

5. ARC Energy Development LLC has not produced any oil from the Subject Lease since the time it acquired the lease by Sheriff's Deed. No oil has been sold from the Subject Lease since October of 2022, and the wells on the Subject Lease have been shut-in since prior to that time. Prior to the time all wells were shut-in, only minimal quantities of oil were produced from the Subject Lease, which amounts were not sufficient to constitute production in paying quantities. Attached as Exhibit A, is a true and correct copy of the Kansas Geologic Survey records showing historic oil sales from the Subject Lease. No gas has ever been produced and sold from the Subject Lease.



6. The Lessee, its successors or assigns have failed and neglected to comply with the terms of said lease. Notably, production of oil from the lease ceased more than 21 months ago, and production of paying quantities of oil ceased prior to that time. As such, the Subject Lease is forfeited and is void and has expired and terminated.

7. On June 25, 2024, pursuant to K.S.A. § 55-201, et seq., the letter attached hereto as Exhibit B was delivered and served upon Lessee, at Lessee's last known address, such letter containing a written notice substantially similar to the notice required by K.S.A. 55-201, et seq., and twenty (20) days have passed since the date of service of such letter. Lessee has acknowledged receipt of said letter, but has failed and refused to surrender the Subject Lease of record as required by Kansas law.

FURTHER AFFIANT SAYETH NAUGHT.

Sara Miller

Sara Miller

STATE OF KANSAS)

) ss:

COUNTY OF WINNEMOUE)

This instrument was acknowledged before me on this 26th day of July, 2024, by Sara Miller, and at the same time the affiant was by me duly sworn to the foregoing affidavit.

Nicholas Elliott
Notary Public Nicholas Elliott

NICHOLAUS ELLIOTT
Notary Public - State of Kansas
My Appointment Expires 7/18/2027

My appointment expires: 07/14/2027

