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KCC WICHITA

DOR 117990

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISIONREQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE POND PERMIT

Form T-1

June 2000

Form must be Typed  
Form must be Signed  
All blanks must be Filled

Check Applicable Boxes:

☐ Oil Lease: No. of Wells \_\_\_\_\_ \*\*☒ Gas Lease: No. of Wells 3 \*\*

\*\* Side Two Must Be Completed.

☐ Saltwater Disposal Well - Docket No. \_\_\_\_\_

Spot Location: \_\_\_\_\_ feet from N / S Line

\_\_\_\_\_ feet from E / W Line

☐ Enhanced Recovery Project Docket No. \_\_\_\_\_Entire Project: ☐ Yes ☐ No

Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

Surface Pond Permit # n/a  
(API # If Drill Pit)

Identify:

☐ Emergency Pit☐ Burn Pit☐ Storage Pit☐ Drill PitPast Operator's License No. n/aPast Operator's Name & Address: Mike Holloway and Brenda Swartz  
1597 180th RdTitle: Landowner Yates Center, KS 66783New Operator's License No. 3967New Operator's Name & Address: Owens Petroleum, Scott Owens  
1274 202nd RdYates Center, KS 66783Title: OwnerEffective Date of Transfer: 01/31/2002Lease Name: Holloway (formerly Charles Driskill)\_\_\_\_\_ SW4 Sec. 17 Twp. 24 R. 16 ☒ E ☐ WLegal Description of Lease: SW4, lying West of the MissouriPacific Company right of wayCounty: WoodsonProduction Zone(s): squirrel

Injection Zone(s): \_\_\_\_\_

\_\_\_\_\_ feet from N / S Line of Section

\_\_\_\_\_ feet from E / W Line of Section

KB

Contact Person: Mike HollowayPhone: 620-625-2873Date: 1-22-03Signature: Michael W. J.Contact Person: Scott OwensPhone: 620-625-3607Oil / Gas Purchaser: Crude Marketing, and Atmos Energy Corp.Date: Jan 15, 2003Signature: Scott Owens

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pond permit # n/a 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 pond permit.

\_\_\_\_\_ is acknowledged as the  
new operator and may continue to inject fluids as authorized by

Docket # \_\_\_\_\_ Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_  
Authorized Signature\_\_\_\_\_ is acknowledged as the  
new operator of the above named lease containing the surface pond  
permitted by # \_\_\_\_\_Date: \_\_\_\_\_  
Authorized Signature

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

2/4/03 FEB 04 2003 2/03

FEB 03 2033

**Must Be Filed For All Wells**

KCC WICHITA

\* Lease Name: Holloway (formerly Charles Driskill)

\* Location: \_\_\_\_\_

*A separate sheet may be attached if necessary*

\* 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.

Commence

AGREEMENT, Made and entered into this 31 day of January, 2002

by and between Michael E. Holloway and Brenda K. Swartz

parties of the first part, hereinafter called lessor (whether one or more) and

Scott Owens and Jody L. Owens

Parties of the second part, hereinafter called lessee.

\$1.00

DOLLARS.

WITNESSETH, That the said lessor, for and in consideration of the cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of 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 sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of

land situated in the County of WOODSON

State of Kansas, described as follows, to-wit:

Southwest Quarter (SW4), Section 17, lying West of the Missouri Pacific Company right of way

Township 24 South, Range 16 East.

It is agreed that this lease shall remain in full force for a term of (1) one years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth ( $\frac{1}{8}$ ) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth ( $\frac{1}{8}$ ) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made per division order and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline, one-eighth ( $\frac{1}{8}$ ) of the proceeds at the prevailing market rate for the gas used, for the time during which such gas shall be used, said payments to be made per division order

If no well be commenced on said land on or before the day of this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The Bank at

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of DOLLARS, which shall operate as a rental and cover the privilege of defer-

ring the commencement of a well for months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said 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 his interest bears to the whole and undivided fee, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether it is signed by any of the other parties.

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

When requested by lessor, lessee shall bury his pipe lines below plow depth.

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

Lessee shall pay for damages caused by its operations to growing crops on said land.

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 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 the like effect as if such well had been completed within the term of years herein first mentioned.

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 change 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; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

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.

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.

STATE OF Ks ss. ACKNOWLEDGMENT FOR INDIVIDUAL  
COUNTY OF Coffey

The foregoing instrument was acknowledged before me this 11 day of 2, 2002

Michael E Holloway

by Michael E Holloway + Brenda K Swartz  
My commission expires 5-26-02



Joan L. Bader  
My Appt. Exp. 5/26/02  
Brenda K Swartz