

020104 - W - Warren.pdf

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1

June 2000

Form must be Typed

Form must be Signed

All blanks must be Filled

REQUEST FOR CHANGE OF OPERATOR

TRANSFER OF INJECTION OR SURFACE POND PERMIT

DOR 224883

Check Applicable Boxes:

☐ Oil Lease: No. of Wells _____ **

☒ Gas Lease: No. of Wells 1 **

** 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: Brewster

Effective Date of Transfer: February 1, 2004

Lease Name: W. Warren

_____ Sec. 22 Twp. 32 R. 16 ☒ E ☐ W

Legal Description of Lease: _____

See Attached.

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KANSAS CORPORATION COMMISSION

County: Montgomery

MAR 01 2004

Production Zone(s): Cherokee Coals

CONSERVATION DIVISION
WICHITA, KS

Injection Zone(s): _____

Surface Pond Permit # _____
(API # If Drill Pit)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

43R

Identify: ☐ Emergency Pit ☐ Burn Pit ☐ Storage Pit ☐ Drill Pit

Past Operator's License No. 33152

Contact Person: Jeff Mohajir

Past Operator's Name & Address: Shawnee Oil & Gas, LLC
106 W. 14th Street, 7th Floor, Kansas City, MO 64105

Phone: 816-474-7777

Date: February 23, 2004

Title: Agent

Signature: _____

New Operator's License No. 33365

Contact Person: Alan C. Anderson

New Operator's Name & Address: Layne Energy Operating, LLC
1900 Shawnee Mission Parkway

Phone: 913-362-0510

Oil / Gas Purchaser: _____

Date: February 23, 2004

Mission Woods, Kansas 66205

Title: Senior Attorney

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pond 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 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

EP&R 8/2/04 PROD AUG 13 2004 8/3/04 DIST 7/30/04

* Lease Name: W. Warren

* Location: 22-32-16E

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.



OIL AND GAS LEASE

1 AUG 2001 2:20:46 PM Receipt #9380

FILED FOR RECORD

\$8.00 LEASE

BOOK PAGE

JEANNE EASTMAN, REGISTER OF DEEDS

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RECEIVED
KANSAS CORPORATION
MAR 01 2004
CONSERVATION DIVISION
WICHITA, KS

Form 88 - (Producers Modified)
us: (C&S GAS)

AGREEMENT, Made and entered into this 31st day of July, 2001, by and between

Billy D. Warren and Pamela J. Warren, husband and Wife hereinafter

called Lessor (whether one or more), and Colt Natural Gas, L.L.C., P.O. Box 388, Iola, Kansas 66749 hereinafter called Lessee.

WITNESSETH:

1. **GRANT.** That the Lessor, for and in consideration of the sum of TEN AND MORE DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant, demise, lease and let unto said Lessee, exclusively, its successors and assigns, the following described land for the purpose of conducting geological, geophysical and other exploratory work, including drilling, mining and operating for, producing, saving, storing and marketing the oil and all gas whatsoever nature or kind including but not limited to coalbed gas, shale gas or casinghead gas and all other hydrocarbons and their respective constituent products, and the exclusive right of injecting gas, air, water, brine and other fluids and substances into the subsurface strata, and constructing wells, laying pipe lines, electric lines and other utilities, building tanks and erecting other structures thereon, necessary or convenient to produce, save and take care of, treat, dewatering any gas formations and market said substances and products, all that certain tract of land together with any accessory rights and after-acquired interests therein, described as follows:

THE SOUTHEAST QUARTER (SE/4) OF SECTION 22, TOWNSHIP 32 SOUTH, RANGE 16 EAST

Section 22 Township 32 SOUTH Range 16 EAST, containing 160.00 acres more or less located in the County of MONTGOMERY State of KANSAS

2. **PRIMARY TERM.** It is agreed that this Lease shall remain in full force for a term of THREE (3) year(s) from this date, (herein called primary term"), and as long thereafter as oil or gas, or any of the substances covered by this lease, is produced from said land by the Lessee in paying quantities, or the premises are being developed.

3. **ROYALTY.** Lessee agrees to pay Lessor a royalty on this Lease as follows:

(A) Lessee shall deliver to the credit of Lessor as royalty, free of costs of production, storage or treatment on the leased premises, into a pipe line or storage tanks to which lessee may connect its wells, the equal ONE EIGHT(1/8) of all oil produced, saved and marketed from the leased premises.

(B) Lessee shall pay to Lessor as royalty on all gas of whatsoever nature or kind, including but not limited to coalbed gas, shale gas or casinghead gas, liquid hydrocarbons and their respective constituent elements or other gaseous substances ("Gas"), produced and marketed from the leased premises ONE EIGHT(1/8) of the market value at the mouth of the well.

(C) Lessee shall pay to Lessor ONE EIGHT (1/8) of the proceeds from the sale of all other products of oil and gas not otherwise provided for herein.

(D) Where Gas from a well capable of producing Gas (or from a well in which dewatering operations have commenced), is not sold or marketed after the expiration of the Primary Term, Lessee shall pay or tender as royalty to Lessor FIVE DOLLARS (\$5.00) per year per net mineral acre, such payment or tender to be made on or before the anniversary date of this Lease next ensuing after the expiration of 90 days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this lease during the period such well is shut in or dewatering operations are being conducted. Upon such payment this lease shall remain in full force and effect.

4. **RENTAL.** If operations to drill a well, or to rework or recomplete an existing well, if any, for oil or gas of whatsoever nature or kind are not commenced on said land on or before the expiration of ONE (1) year from the date of this Lease, this Lease shall terminate as to both parties, unless the Lessee shall on or before said expiration date pay or tender to the Lessor at the address below or its successors, the sum of FIVE DOLLARS (\$5.00) per net mineral acre, hereinafter called "rental", which shall operate as rental and cover the privilege of deferring the commencement of such operations for a period of TWELVE (12) months from said expiration date. Thereafter, annually, in like manner and upon like payments or tenders the commencement of operations may be further deferred for periods of TWELVE (12) months each during the primary term. All payments or tenders may be made by check or draft of Lessee or Lessor's agent, mailed or delivered on or before the delay rental due date to the Lessor; and it is understood and agreed that the consideration first recited herein, the down payment (lease bonus) for this Lease, covers not only the privileges granted to the date when said first rental is made as aforesaid, but also the Lessor's option of extending that period as aforesaid and any and all other rights conferred herein. Notwithstanding the death of Lessor, the payment or tender of rentals in the manner herein provided for shall be binding on the heirs, devisees, executors, administrators, and all representatives of such persons. If at any time during the primary term of this Lease the Lessee drills a dry hole or holes on the leased premises, or production ceases for any reason, this Lease shall not terminate, provided that the rentals are paid as provided herein and, in the event of cessation of production during the primary term, any royalties paid in respect to production prior to such cessation shall be credited against the next rental payment, if any. Operations shall be deemed to be commenced when the drilling or workover rig is on the well site. Lessee may at any time surrender or cancel this Lease in whole or in part by delivering or mailing such release to the Lessor, or by placing the release of record in the County where said land is situated. If this Lease is surrendered or canceled as to only a portion of the acreage covered hereby, then all payments and liabilities thereafter accruing under the terms of this lease as to the portion surrendered or canceled shall cease and terminate, and any rentals thereafter due shall be apportioned by acreage and adjusted accordingly; but as to the portion of the acreage not released the terms and provisions of this Lease shall continue and remain in full force and effect for all purposes.

5. **FORCE MAJEURE.** All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules or

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