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#### 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

FEB 1 9 2003

# **REQUEST FOR CHANGE OF OPERATOR** KCC WICHITATRANSFER OF INJECTION OR SURFACE POND PERMIT

DOR 123193	File Doto Folkers 8 2001
Check Applicable Boxes:	Effective Date of Transfer: February 8, 2001
☑ Oil Lease: No. of Wells /	Lease Name: Sucky ,3
Gas Lease: No. of Wells**	
** Side Two Must Be Completed.	Legal Description of Lease: East & (E 60) acres of
Sattleasting	
Spot Location: feet from N / S Line	the North Half of the Northwest Quarte
feet from E / W Line	(N/2 NW/4) of Section 27-195-13W
Enhanced Recovery Project Docket No.	County: Barton
Entire Project: Yes No	Production Zone(s):
Number of Injection Wells**	
Field Name:	Injection Zone(s):
Confine David David H	foot from NI/O Line of Continu
Surface Pond Permit #(API # If Drill Pit)	feet from N / S Line of Section
	feet from E / W Line of Section
Identify: Emergency Pit Burn Pit	Storage Pit Drill Pit
Past Operator's License No. 340 31413 Exp. 3130 00  Past Operator's Name & Address: Barco Energy  622 Main ST. Great Bend. KS 67530	Phone:
Title:	Signature: See Attached
New Operator's License No. 7023  New Operator's Name & Address: Klima Well Service In	Contact Person: Dennis V. Klima President C. Phone: 620-587-3333 ccl-620-786-008
610 West Front ST., Claslin, Ks	Oil / Gas Purchaser: N.C. R.A.
Bax 386 67525	Date: Feb 5, 2003
Fille:	Signature: Dennis V. Klynn
	authorization, surface pond permit # has been ration Commission. This acknowledgment of transfer pertains to Kansas o interest in the above injection well(s) or pond permit.
is acknowleged as the	is acknowleged as the
new operator and may continue to inject fluids as authorized by	new operator of the above named lease containing the surface pond
Docket # Recommended action:	permitted by #
·	
Date:	Date:
Authorized Signature  Authorized Signature 3/03	Authorized Signature



#### Must Be Filed For All Wells

* Lease Name:	Sucky	*	Location:	2-11/4-27-	- 195 - 11 W
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section L (i.e. FSL = Feet from Sout		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
# 10ww	15-009-23874 0 11-02-79	330 Circle 990	Circle FELFWL	oil	Prod. NE-NW-NW
#	2-14-85	C E/ZNE-NW		Oil regast For	abandoned DE-NE
# 3	8-22-85 15-004-23676 4-25-85	660 FSLFND2310		<u>Oil</u>	Prod. NW-NE-N
		en de la companya de			
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
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		FSL/FNL			

A separate sheet may be attached if necessary

<sup>\*</sup> 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.

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### KCC WICHITA

FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP)

6311 (Rev. 1993)

#### OIL AND GAS LEASE





AGREEMENT, Made and entered into the 1st day of July North Glenn, LTD whose mailing address is P.O. Box 1005, Great Bend, Kansas 67530 hereinafter called Lessor (whether one or more), and Klima Well Service, Inc. Ten---- Dollars (\$10.00 ) in hand paid, receipt of which \_\_\_ state of <u>Kansas</u> therein situated in County of Barton The East sixty (60) acres of the North Half of the Northwest Quarter (N/2 NW/4) Township 19 (S) Range 13 (W) and containing 60 In Section . accretions thereto. years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled. 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 wells on said land, the equal one-eighth (%) part of all oil produced and saved from the leased premises. 2nd. 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 (%), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) 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 if such payment or tender is made it will be considered that gas is being produced within the manufacture of any products therefore, and if 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. 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 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. 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 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 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. 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. 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 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.

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 tinic 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 lessors, 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 lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lesse or any portion thereof with other land, lesse or lesses in the Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lesse or any portion thereof with other land, lease or lesses 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 leased 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 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.

\* At Lessors option, the cased wells shall be conveyed to Lessor at termination of this lease.

Lessor reserves a 7.5% (07500) ORRI, thereby granting to Lessee an 80% (.800000)

	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
The foregoing instrument was acknowledged before me	this day of
	and
My commission expires	D.U.
	Notary Public
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