

REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION AUTHORIZATION  
OR TRANSFER OF SURFACE POND PERMIT

KANSAS CORPORATION COMMISSION  
CONSERVATION DIVISION  
130 S MARKET, ROOM 2078  
WICHITA, KANSAS 67202

RECEIVED

\*\*\*\*\*  
DOR 116522  
Check Applicable Boxes:

NOV 27 2001

Effective Date of Transfer June 1, 2001

[X] Oil Lease: No. of Wells 2 \*\*  
[ ] Gas Lease: No. of Wells \*\*  
\*\* SIDE TWO MUST BE COMPLETED \*\*

Lease Name Lour  
SE NW-NW-SE Sec 20 T30 R 16 #1

[ ] Saltwater Disposal Well - Docket No.  
Spot Location: feet from N/S Line

Legal Description of Lease:  
SELF ATTACHED  
County Wilson

[X] Enhanced Recovery Proj. Docket No.  
Entire project: Yes/No E-21, 829  
Number of injection wells 1 \*\*  
Field Name Neodesha

Production Zone(s) Neodesha Sand  
Injection Zone(s) Neodesha Sand

\*\*\*\*\*  
Surface Pond Permit # (API No. 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. 3830 Contact Person: J. J. Hanke

Past Operator's Name and Address: AX&P, Inc.  
Phone: 316) 325-5212  
Date May 30, 2001

Title P.O. Box 1176  
Independence, Ks 67301  
Signature

\*\*\*\*\*  
New Operator's License No. 32690 Contact Person Dwayne Erbe

New Operator's Name and Address: Dwayne Erbe  
Rte 1  
Phone 620 325 5218

Neodesha, Ks 66757  
Date 6-1-01  
Oil/Gas Purchaser CKMI

Owner  
Signature Dwayne E. Erbe

\*\*\*\*\*  
ACKNOWLEDGEMENT 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 acknowledgement 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.

Dwayne Erbe is acknowledged  
as the new operator and may continue to  
inject fluids as authorized by Docket #  
E-21829. Recommended action

is acknowledged as the  
new operator of the above named lease containing  
the surface pond permitted by #.

Date 7/14/03  
Authorized Signature

Date  
Authorized Signature

RECEIVED  
KANSAS CORPORATION COMMISSION

JUN 6 2001

CONSERVATION DIVISION

7/9/03  
AUG 6 2003  
7/9/03



LESSOR: James L. Four and Ann L. Four  
 LESSEE: Cecil McLanahan  
 DATE: May 17, 1903  
 RECORDED: Book 119, Page 101  
 PROPERTY: Tract I. Commencing at a point 87 1/2 feet North of the SW corner of Block 16, City of Neodesha, thence East 152 feet, thence in a Southeasterly direction to point 50 feet North of SW corner of Block 17, Neodesha, thence North to half section line of Section 20, Township 26, Range 16 East, thence West on said half section line to point directly

North of the East line of Fourth Street in said City of Neodesha, thence South to place of beginning:

Tract II. Commencing at a point 75 feet North of the SW corner of Block 16, Neodesha, thence East 142 feet, thence North 12 1/2 feet, thence West 142 feet, thence South to beginning, all in Block 16, City of Neodesha, all in Wilson County, Kansas

W.L.L. 1903  
 N.R.L.L. 1875000

RECEIVED

NOV 27 2001

KCC WICHITA

# OIL AND GAS LEASE

AGREEMENT, Made and entered into 8th day of December, 1981  
by and between James L. Lour and Anna L. Lour, husband and wife,

of Neodesha, Kansas party of the first part, hereafter called lessor (whether one or more)  
and Cecil McClanahan x Neodesha, Kansas party of the second part, lessee,

WITNESSETH, That the said lessor, for and in consideration of \$1.00 & other valuable consideration cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, powers, stations and structures thereon to produce, save and take care of said product, all that certain tract of land situate in the County of Wilson State of Kansas, described as follows, to-wit:  
Tract I. Commencing at a point 87½ feet north of SW corner of Block 16, City of Neodesha, thence East 152 feet, thence in a Southeasterly direction to point 50 feet North of SW corner of Block 17, Neodesha, thence North to half section line of Section 20, Township 30, Range 16 East, thence West (cont)

of Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ and containing 5 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 years from 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 he 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 monthly 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 casinghead gas one-eighth ( $\frac{1}{8}$ ) of the gross 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 \_\_\_\_\_

If no well be commenced on said land on or before the 8th day of March, 1982 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 State Bank at Thayer, Kansas or its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of Five Hundred DOLLARS, which sum shall operate as a rental and cover the

privilege of deferring the commencement of a well for Four 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 of 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 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 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.

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 his 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 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 the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals of royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land is covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described land, and the holder or owner of any such part or parts shall fail to make default in the payment of the proportionate part of the rent 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 land upon which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties entitled to a recordable instrument to be filed with the lessee, a common agent to receive all pay-

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# OIL AND GAS LEASE

FROM

James L. Lour et ux

TO

Cecil McClanahan

Date \_\_\_\_\_, 19\_\_

Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_

County, \_\_\_\_\_

Term \_\_\_\_\_

STATE OF KANSAS,

COUNTY OF \_\_\_\_\_ } ss.

This instrument was filed for record on the

11 day of December, 1981

at 1:50 o'clock P. M., and duly

recorded in book 119 page 103 of

the records of this office.

*Paul M. Beebe*

\$7.00 Register of Deeds.

By \_\_\_\_\_

When recorded return to \_\_\_\_\_

COUNTY OF \_\_\_\_\_ BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 1981, before me, a Notary Public in and for said County and State, came \_\_\_\_\_ and \_\_\_\_\_ who executed the above and foregoing instrument and who each duly acknowledged the execution of the same. In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written. My commission expires \_\_\_\_\_

Notary Public.

For Acknowledgement by mark, use regular Kansas Acknowledgement.

STATE OF KANSAS.

ss.

COUNTY OF \_\_\_\_\_ BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 1981, in the year of our Lord one thousand

nine hundred and eighty one

James L. Lour

Cecil McClanahan

and

to me personally known to be the identical person — who executed the above and foregoing instrument and who each duly acknowledged the execution of the same. In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first

2-16-84



Jeanie K. Giltner

Notary Public.

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Continued from description on  
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on said half section line to point directly North of the East line of Fourth Street in said City of Neodesha, thence South to place of beginning; Commencing at a point 75 feet North of the SW corner of Block 16, Neodesha, thence East 142 feet, thence North 12 1/2 feet, thence West 142 feet, thence South to be-