

DOR 102293

10/902-McIlvain-Lease.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

Check Applicable Boxes:

☒ Oil Lease: No. of Wells 2 \*\*☐ Gas Lease: No. of Wells \_\_\_\_\_ \*\*

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

Effective Date of Transfer: 10-19-00Lease Name: McIlvain leaseN-W-1/4 Sec. 7 Twp. 22 R. 13 ☒ E ☐ W

Legal Description of Lease: \_\_\_\_\_

NW1/4County: GreenwoodProduction Zone(s): Viola

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

Surface Pond Permit # \_\_\_\_\_  
(API # If Drill Pit)

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

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

K3Identify: ☐ Emergency Pit ☐ Burn Pit ☐ Storage Pit ☐ Drill PitPast Operator's License No. 31600Past Operator's Name & Address: Kansas Oil Company

Title: \_\_\_\_\_

Contact Person: Forrest McCluney

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. 32930New Operator's Name & Address: McIlvain Oil L.L.C.RR1 Box 120Madison, KS, 66860

Title: \_\_\_\_\_

Contact Person: Clayton R. McIlvain O.M.Phone: 620-437-2630Oil / Gas Purchaser: Kelly MacLasky Oilfield ServicesDate: 12-11-02Signature: Clayton R. McIlvain O.M.

**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

DEC 27 2002 DEC 12/02

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
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*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.

AGREEMENT, Made and entered into this 19<sup>th</sup> Day of October 2000  
by and between Vera F. McIlvain, trustee of the Vera F. McIlvain Trust

McIlvain Oil L.L.C.

Party of the first part, hereinafter called lessor (whether one or more) and  
Part of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of one DOLLARS, 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 together with any reversionary rights therein, situated in the County of Greenwood State of Kansas, described as follows, to wit:

The fractional Northwest Quarter (Fr NW/4) of

of Section 7 Township 22 Range 13 and containing approx 130 acres more or less

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

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 (1/8) part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/4 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/4 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/4 of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

If operations of a well be not commenced on said land on or before October 19 2001, 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 NA Bank at NA or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of one

DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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. All such payments or tenders of rental may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said depository bank. 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 lessor's option of extending that period as aforesaid, and any and all other rights conferred. 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, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

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 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. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

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 operations 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 on an acreage basis, 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

MARJORIE E. McILVAIN

My Appt. Exp. 10-6-02



STATE OF KANSAS

COUNTY OF GREENWOOD

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 19<sup>th</sup> day of October, 2000, personally appeared Vera F. McIlvain

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires October 6, 2002

*Marjorie E. McIlvain*  
Notary Public

STATE OF KANSAS

COUNTY OF GREENWOOD

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 1 day of October, 2000, personally appeared

xxx McIlvain Oil L.L.C. by Clayton R. McIlvain, O.M.

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires My 6, 2002

*K. K.*  
Karen K. McIlvain Notary Public

STATE OF KANSAS  
COUNTY OF

ss.

ACKNOWLEDGMENT FOR CORPORATION

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_ to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its \_\_\_\_\_ President and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public

No. \_\_\_\_\_

## OIL AND GAS LEASE

FROM

TO

19\_\_\_\_

Date

Rge

Twp

Section

Term

No. of Acres

County

STATE OF Kansas

County of Greenwood

This instrument was filed for record on the

3 day of Oct. 2001

at 8:50 o'clock A. M., and duly recorded

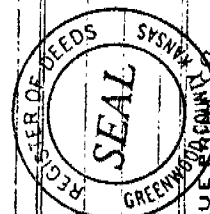
in Book 47 Leases Page 69 of

the records of this office

By *Marjorie E. Ramoay* Register of Deeds.

By

When recorded, return to



THE KANSAS BLUE CHIP MAPS  
PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

MCILVAIN LAW OFFICE  
Box 703  
Madison, Kansas 66860  
(316) 437-2600

FILED

SEP 25 AM 10 26

MARGA HARRINGTON  
CLERK DISTRICT COURT  
GREENWOOD CO. KANS

IN THE DISTRICT COURT OF GREENWOOD COUNTY, KANSAS

BY H

Juanita Moreland and  
Vera F. McIlvain, trustee  
of the Vera F. McIlvain Trust  
Plaintiffs,

vs.

Case No. 00-C 28

Kansas Oil Company  
Defendant

SETTLEMENT AGREEMENT

On this 21 day of <sup>Sept</sup> ~~August~~, 2000, Juanita Moreland and  
Vera F. McIlvain, trustee of the Vera F. McIlvain Trust  
entered into a settlement agreement with Kansas Oil Company.  
The parties mutually agree to the following:

1. Kansas Oil Company, hereby releases, forfeits and  
gives up any interest it may have or had in oil and gas  
leases covering the following described real estate,  
including, but not limited to, the lease dated October 25,  
1965 recorded in Book 27 of Leases, page 531 which was  
subsequently assigned to Kansas Oil Company as referred in  
Assignment Book 68, page 563-567:

The Fractional Northwest Quarter (Fr. NW/4) of  
Section Seven (7), Township Twenty-two (22) Range  
Thirteen (13) East, Greenwood County, Kansas, and  
containing 130 acres, more or less,

should any demand be made by regulatory agencies for the plugging, cleaning and restoring of the sites.

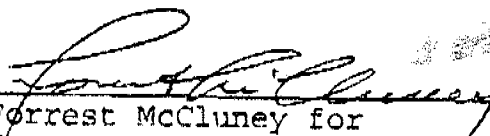
5. Forrest McCluney has the authority and is authorized to enter into this agreement on behalf of Kansas Oil Company, Inc. and further agrees that any necessary documents or papers necessary to fulfill the terms of this agreement will be completed in a reasonable time upon request, and any logs or records pertaining to the wells will be turned over to the attorney for the plaintiffs.

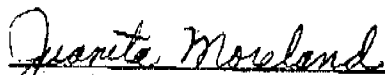
6. Each of the parties understand and agree to the terms herein.

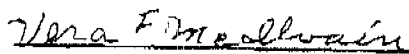
7. The parties agree the above captioned matter shall be dismissed upon execution of this document.

8. This agreement is binding on all heirs, assignees, executors, administrators, trustees and successor in interest of both parties.

IN WITNESS WHEREOF, we have hereto set our hands the day and year written.

  
Forrest McCluney for  
Kansas Oil Company, Inc.

  
Juanita Moreland

  
Vera F. McIlvain, trustee of  
the Vera F. McIlvain Trust

AND covering the following described real estate including but not limited to the lease dated January 29, 1974 and March 3, 1976, filed in Lease Book 30 page 547 and Lease Book 33, page 445, which was subsequently assigned to Kansas Oil Company as referenced in Assignment Book 68, page 563-567.

The Southwest Quarter of Section 7, Township 22 Range 13, Greenwood County, KS

Eight acres in the Northwest corner of the fractional Southeast Quarter (SE/4) of Section Seven (7), Township Twenty-two (22) Range Thirteen (13) East of the 6th P.M.

2. Kansas Oil Company, hereby releases any interest or claim it may have or had in all personal property of whatever nature, currently located on the above described real estate.

3. All parties herein agree that the personal property shall be and is the property of the respective landowner on which the property is located as of the date this agreement is entered into.

4. Juanita Moreland and Vera F. McIlvain in consideration of this agreement hereby agree to jointly pay the total sum of \$2,400.00 to Kansas Oil Co. on the date this agreement is executed and further agree to release Kansas Oil Company for all liability and hold it harmless as related to the plugging, cleaning, and restoring of the well sites on each of their respective properties and as between the parties herein agree to be responsible for the same

ACKNOWLEDGMENT

STATE OF Kansas )

COUNTY OF Wy ) SS:

On the 31<sup>st</sup> day of August, 2000, before me, a Notary Public in and for the county and state aforesaid, came Forrest McCluney for Kansas Oil Company, Inc, who is personally known to me to be the same person who executed the above instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date last above written.

My appointment expires:

12-4-00

Patricia Caudillo  
Notary Public



ACKNOWLEDGMENT

STATE OF KANSAS )

COUNTY OF GREENWOOD ) SS:

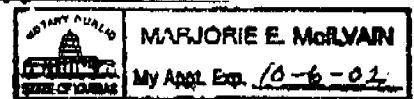
On the 21<sup>st</sup> day of ~~August~~ <sup>September</sup>, 2000, before me, a Notary Public in and for the county and state aforesaid, came Juanita Moreland, who is personally known to me to be the same person who executed the above instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date last above written.

My appointment expires:

10-6-02

Marjorie E. McIlvain  
Notary Public



ACKNOWLEDGMENT

STATE OF KANSAS )

COUNTY OF GREENWOOD ) SS:

On the 21 day of ~~August~~ <sup>September</sup>, 2000, before me, a Notary Public in and for the county and state aforesaid, came Vera F. McIlvain, trustee of the Vera F. McIlvain Trust, who is personally known to me to be the same person who executed the above instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date last above written.

My appointment expires:

My 6, 2002

Karen K. McIlvain  
Notary Public

