

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 3 \*\*

☐ 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: Neasho Falls

Effective Date of Transfer: April 9, 2004

Lease Name: Delbert Sullivan

Sec. 32 Twp. 23 R. 17 ☒ E ☐ W

Legal Description of Lease: SE 1/4 of NW 1/4 and SE 1/4

Sec. 32 - Twp 23 - Rge. 17 E

SE 1/4 of NW 1/4 and SW 1/4 of NE 1/4

County: Woodson

Production Zone(s): Squirrel, Mississippi

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

Surface Pond Permit # P08744

(API # If Drill Pit)

2640 feet from \_\_\_\_\_ Line of Section

2310 feet from \_\_\_\_\_ Line of Section

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

Past Operator's License No. 33210

Contact Person: Jeri Vanderman

Past Operator's Name & Address: Jeri Vanderman Phone: 620-490-0434

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

Signature: Jeri M. Vanderman

New Operator's License No. 8210

Contact Person: Edward E. Birk

New Operator's Name & Address: Edward E. Birk Phone: 620-364-1311

302 South 16<sup>th</sup> Street

Burlington, Kansas 66839

Title: operator Signature: Edward E. Birk

**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 1-24-11 PROD 1-25-11 UIC 1-25-11

JAN 19 2011

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\* Location: S2 NW4 and SE4 Sec. 32-Twp 23-Rge 17E

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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<del>1</del>	<del>15-207-22001</del>	<del>2765</del>	<del>FSL/FNL</del>	<del>50</del>	<del>FEL/FWL</del>	<del>Oil</del>	<del>Prod</del>
<del>2</del>	<del>15-207-22002</del>	<del>3205</del>	<del>FSL/FNL</del>	<del>50</del>	<del>FEL/FWL</del>	<del>Oil</del>	<del>Prod</del>
<del>3</del>	<del>15-207-22269</del>	<del>3095</del>	<del>FSL/FNL</del>	<del>1300</del>	<del>FEL/FWL</del>	<del>Oil</del>	<del>Prod</del>

*Believe the following info to be correct - per KGS.*

[illegible]

***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.

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KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1  
July 2010  
Form Must Be Typed  
Form must be Signed  
All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed: ☐ C-1 (Intent) ☐ CB-1 (Cathodic Protection Borehole Intent) ☒ T-1 (Transfer) ☐ CP-1 (Plugging Application)

OPERATOR: License # 8210  
Name: Edward E. Birk  
Address 1: 302 South 16th Street  
Address 2: \_\_\_\_\_  
City: Burlington State: Ks Zip: 66839 + 2329  
Contact Person: Edward E. Birk  
Phone: ( 620 ) 364-1311 Fax: ( 620 ) 364-1311  
Email Address: \_\_\_\_\_

Well Location:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. 32 Twp. 23 S. R. 17 ☒ East ☐ West  
County: Woodson  
Lease Name: Delbert Sullivan Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**SE4 NW4 and SW4 NE4  
Sec.32-Twp.23-Rge.17E**

**Surface Owner Information:**

Name: Lois E. Sullivan Trust  
Address 1: 4644 Berkshire Dr.  
Address 2: \_\_\_\_\_  
City: Boise State: ID Zip: 83704 + 3102

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- ☒ I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- ☐ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: 01/21/11 Signature of Operator or Agent: [Signature] Title: Agent

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JAN 24 2011

KCC WICHITA

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OIL AND GAS LEASE

Reorder No.  
09-134



316-264-9344 • P.O. Box 793 • Wichita, KS 67201-0793

AGREEMENT, Made and entered into this twenty-fifth day of March, 19-2004  
by and between Lois E. Sullivan Trust.

Party of the first part, hereinafter called lessor (whether one or more) and  
Edward E. & Linda K. Birk, & Brian L. & Laura C. Birk Part ies of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of one dollar & other valuable consid  
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:

The Southeast Quarter of the Northwest Quarter (SE4 NW4) and  
The Southwest Quarter of the Northeast Quarter (SW4 NE4)

of Section 32 Township 23 Range 17 east and containing 80 acres more or less.

It is agreed that this lease shall remain in full force for a term of one (1) 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, (but, as to gas sold by lessee, in no event more than one-eighth ( $\frac{1}{8}$ ) of the proceeds received by lessee

from such sales), 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 in the manufacture of gasoline or any  
other product a royalty of one-eighth ( $\frac{1}{8}$ ) of the market value, at the mouth of the well, (but, as to gas sold by lessee, in no  
event more than one-eighth ( $\frac{1}{8}$ ) of the proceeds received by lessee from such sales), payable monthly at the prevailing market price.

If no well be commenced on said land on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
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 \_\_\_\_\_

eighty (80)

DOLLARS, which shall operate as a rental and cover the privilege of defer-

ring the production of oil or gas 12 months from said date. In like manner and upon like payments or tenders  
it the commencement of a well may be further deferred for like periods of the same number of months successively. All such  
payments or tenders of rentals may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or be-  
fore 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 lessee's option of extending that period as aforesaid, and any and all other rights con-  
ferred.

~~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 com-  
menced 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 re-  
sumption 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 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 owner-  
ship 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 as-  
signee thereof shall make due payments of said rentals. If the leased premises are now or hereafter owned in severalty or in  
separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to  
each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obli-  
gation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be  
divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such sepa-  
rate tracts.

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.

Whereof witness our hands as of the day and year first  
above written.

Witness to the mark:

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Lois E. Sullivan Trust

JAN 19 2011

Lois E. Sullivan

KCC WICHITA

OIL AND GAS LEASE

FROM

TO

Date

Section Twp. Rge.

No. of Acres Term

County

STATE OF KANSAS

County Woodson

This instrument was filed for record on the 14th

day of April 19 2004

at 9:30 o'clock A.M. and duly recorded

in Book 85 of Misc. Page 345 of

the records of this office.

\$12.00

Fee: 11 *Michael J. Strobil* Register of Deeds.

When recorded, return to

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

My commission expires \_\_\_\_\_  
corporation, on behalf of the corporation.  
by \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
ACKNOWLEDGMENT FOR CORPORATION (KsOKCoNe)

Notary Public

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOKCoNe)

Notary Public

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOKCoNe)

Notary Public

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOKCoNe)

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KCC WICHITA

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOKCoNe)

*Michael J. Strobil* Notary Public

