

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
March 2010
Form must be Typed
Form must be Signed
All blanks must be Filled

REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check Applicable Boxes:

- ☒ Oil Lease: No. of Oil Wells 6 **
☐ Gas Lease: No. of Gas Wells _____ **
☐ Gas Gathering System: _____
☐ Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from ☐ N / ☐ S Line
_____ feet from ☐ E / ☐ W Line
☐ Enhanced Recovery Project Permit No.: _____
Entire Project: ☐ Yes ☐ No
Number of Injection Wells _____ **

Field Name: Paola-Rantoul

**** Side Two Must Be Completed.**

Effective Date of Transfer: 07-01-1985

KS Dept of Revenue Lease No.: 112993

Lease Name: Bartlett

_____ - S2 - NW Sec. 13 Twp. 18 R. 21 ☒ E ☐ W

Legal Description of Lease: S2 NW SEC. 13-18-21

County: MIAMI

Production Zone(s): SQUIRREL

Injection Zone(s): SQUIRREL

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from ☐ N / ☐ S Line of Section

_____ feet from ☐ E / ☐ W Line of Section

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☒ Drilling

Past Operator's License No. UNKNOWN

Contact Person: UNKNOWN

Past Operator's Name & Address: UNKNOWN

Phone: _____

Date: _____

Title: _____

Signature: _____

New Operator's License No. 6142

Contact Person: LESTER TOWN

New Operator's Name & Address: TOWN OIL CO. INC.

Phone: 913-294-2125

16205 WEST 287TH STREET

Oil / Gas Purchaser: PACER ENERGY MARKETING

PAOLA, KANSAS 66071

Date: 2-19-13

Title: PRESIDENT

Signature: Lester Town

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit 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 pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____ . Recommended action: _____
Date: _____
Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____ .
Date: _____
Authorized Signature

DISTRICT _____ EPR 3/14/13

PRODUCTION 3.15.13

UIC 31313

Mail to: Past Operator _____

New Operator _____

District _____

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

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* Lease Name: Bartlett

* Location: NW/4 SEC 13-18-21E MIAMI CO.

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* 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.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

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

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 # 6142
Name: Town Oil Company, Inc.
Address 1: 16205 West 287th St.
Address 2: _____
City: Paola State: Ks Zip: 66071 + _____
Contact Person: Lester Town
Phone: (913) 294-2125 Fax: (913) 294-4823
Email Address: somertown@yahoo.com

Well Location:
_____ S2-NW Sec. 13 Twp. 18 S. R. 21 ☒ East ☐ West
County: Miami
Lease Name: Bartlett Well #: _____

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

S2 NW Sec. 13-18-21 Miami Co.

Surface Owner Information:

Name: Vernon L & Carol E Bartlett
Address 1: 39450 John Brown Hwy
Address 2: _____
City: Osawatomie State: Ks Zip: 66064 + _____

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: 2-19-13 Signature of Operator or Agent: Roberta Town Title: Agent

Mail to: KCC - Conservation Division, 130 S. Market - Room 2070, Wichita, Kansas 67202

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KCC WICHITA

OIL AND GAS LEASE

THE WESTERN SPIRIT
Paola, Kansas

AGREEMENT Made and entered into the 2 day of February, 1980
by and between Lee Bartlett

of Miami County, Kansas Party of the first part, hereafter called lessor (whether one or more)
and Town Oil Co. party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of One (\$1.00) and no/100---- 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 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 Miami State of Kansas described as follows, to-wit:
The South Half of the Northwest Quarter of Section 13, Township 18, Range 21, Excepting only a tract of approximately one acre lying South of the County Road, and containing 78 1/2 acres, more or less; ALSO the Southeast Quarter of the Northeast Quarter (NE 1/4) of Section 14, Township 18, Range 21, and containing 40 acres, more or less

of Section --- Township 18 Range 21 and containing 118.5 acres, more or less.

It is agreed that this lease shall remain in 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, or other conveyance, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises.

2nd. To pay lessor as royalty one-eighth of the proceeds from the sale of gas from each well where gas only is found, for all gas used off the premises, 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 lessor making own connections with the well at lessor's 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 casing-head gas, one-eighth ($\frac{1}{8}$) of the 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 1st day of March, 1980, 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 --- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for --- months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for a like period 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 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 conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if the second well is not commenced on said land within --- 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 --- months shall resume the payment of rentals in the same amount and in the same manner or herebefore provided. And it is agreed that upon the resumption of payment of rentals, as above provided, that the last preceding paragraph herein governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no suspension 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 operations thereon, except water from 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 the written consent of the 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; 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, 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 due payment of said rental.

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.

In Testimony Whereof We Sign, this the 2 day of February, 1980

Witness.

Lee Bartlett (SEAL)

Lee Bartlett (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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KCC WICHITA

SCANNED

ACKNOWLEDGMENT TO THE LEASE.

STATE OF Kansas
County of Miami ss.

BE IT REMEMBERED, That on this 2 day of February in the year of our Lord one thousand nine hundred and 80, before me, a Notary Public in and for said County and State, came

Lee Bartlett 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 above written.

My commission expires June 5, 1982 Arthur R. Riley
Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____
State of _____ the within named grant _____ in consideration of the sum of _____ Dollars to _____

in hand paid, the receipt whereof is hereby acknowledged, do _____ hereby sell, assign, transfer, set over and convey unto _____ heirs, and assigns, the within grant.

TO HAVE AND TO HOLD THE SAME FOREVER, subject nevertheless, to the conditions therein contained.

In Witness Whereof, The said grant _____ ha _____ hereunto set _____ hand this _____ day of _____, 19 _____

ACKNOWLEDGMENT TO THE ASSIGNMENT.

STATE OF _____ }
County of _____ } ss.

BE IT REMEMBERED, That on this _____ day of _____ in the year of our Lord one thousand nine hundred and _____, before me, a Notary Public in and for said County and State, came _____ 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 above written.

My commission expires _____
Notary Public.

OIL AND GAS LEASE

FROM

TO

Date _____, 19 _____

Section _____, Township _____, Range _____

No. of Acres _____

County, Kansas.

Term _____

STATE OF Kansas }
County of Miami } ss. 432

This instrument was filed for record on the
13 day of February, 1980
at 10:27 o'clock A.M., and duly recorded
in book 278 page 379 of the
records of this office.

Valerie M. Duvall
Register of Deeds.

By _____ Deputy.

When recorded return to

Lawn Oil

ACKNOWLEDGMENT WHERE LESSOR SIGNS BY MARK.

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____ A. D. 19 _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ and _____

to me known to be the identical person who executed the within and foregoing instrument by _____ mark _____ in my presence and in the presence of _____ and _____

as witnesses, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____
Notary Public.

NOTE—The signature by mark of a lessor who cannot write his name must be witnessed by two witnesses, one of whom must write lessor's name near such mark.