

KCC WICHITA

FEB 13 2014

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KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

011014-Luthi-INS.pdf

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 3 **

Gas Lease: No. of Gas Wells _____ **

Gas Gathering System: _____

Saltwater Disposal Well - Permit No.: D-19704

Spot Location: 2940 feet from N / S Line

2940 feet from E / W Line

Enhanced Recovery Project Permit No.: _____

Entire Project: Yes No

Number of Injection Wells _____ **

Field Name: Virgil North

Effective Date of Transfer: 01/10/14

KS Dept of Revenue Lease No.: 111900

Lease Name: Luthi

Sec. 11 Twp. 23 R. 13 E W

Legal Description of Lease: Luthi West - S2 NW 4
Luthi East - S2 S2 NE 4 both 11-23-13

County: Coffey County

Production Zone(s): _____

Injection Zone(s): _____

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

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. 30501 Exp 9/30/91

Past Operator's Name & Address: Morris Oil and Gas
286 Bayview Drive, Lee's Summit, MO

Title: Operator

Contact Person: Jim Morri

Phone: Unknown

Date: SEE ATTACHED ASSIGNMENTS

Signature: _____

New Operator's License No. 33640/

New Operator's Name & Address: Haas Petroleum, LLC
11551 Ash Street, # 205, Leawood, Kansas 6621

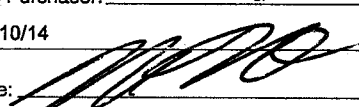
Title: Operator

Contact Person: Mark Haas/Julie Barber **KCC WICHITA**

Phone: 913-499-8373 **JAN 13 2014**

Oil / Gas Purchaser: Plains Marketing, LP

Date: 1/10/14 **RECEIVED**

Signature: 

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.

Haas Petroleum LLC is acknowledged as the new operator and may continue to inject fluids as authorized by Permit No.: D-19704. Recommended action: _____

MIT OVERDUE - please schedule w/ District Office #3

Date: 2-21-14 Cheryl Beyer
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 <u>2-17-14</u>	PRODUCTION <u>MAR 07 2014</u>	UIC <u>2-21-14</u>
Mail to: Past Operator _____	New Operator _____	<u>2-21-14</u>	District <u>(3)</u> <u>2-21-14</u>

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

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 # 33640
Name: Haas Petroleum, LLC
Address 1: 11551 Ash Street, # 205
Address 2: _____
City: Leawood State: KS Zip: 66211 + _____
Contact Person: Mark Haas/Julie Barber
Phone: (913) 499-8373 Fax: (913) 766-1310
Email Address: julie@haaspetroleum.com

Well Location:
_____ SW _____ NW Sec. 11 Twp. 23 S. R. 13 East West
County: Coffey
Lease Name: Luthi Well #: _____

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

Well # 3,4 & 7 Luthi West - S2 NW
Disposal # 2 Luthi East - S2S2 NE

Surface Owner Information:

Name: Luthi Ranch, Inc.
Address 1: 325 Blackbird Road SW
Address 2: _____
City: Gridley State: KS Zip: 66852 + _____

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: 1/10/14 Signature of Operator or Agent: _____ Title: Operator

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B

OIL AND GAS LEASE

MINUTE NO. 02-118

KANSAS BLUE PRINT CO., INC. 1001 W. 12th St., Topeka, Kansas 66604

AGREEMENT, made and entered into this 13th day of January, 2004

BEFORE by and between:

Luthi Ranch, Inc. 326 Blackbird Rd., SW Gridley, KS 66852

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

Witnesseth, that the said lessor, for and in consideration of \$1.00 and other valuable consideration... the said lessor has granted, sold and conveyed to the said lessee... the South Half of the Northwest Quarter (S.1/2 NW. 1/4) as to all zones below the Mississippi Line

Section 21 Township 23 S. Range 13 E. and containing 60 acres more or less.

It is agreed that this lease shall remain in full force for a term of TWO (2) years from this date, and as long thereafter as oil or gas or other oil than, 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: 1. To deliver to the grantor of hereunder, five (5) copies of the plat to which he may connect his well, the equal one-eighth (1/8) part of all net production...

2. The lessee shall pay to the grantor for gas produced from any oil well and from the lease for the manufacture or production of any other product as royalty... the lessee shall pay the lessee a total royalty of 15%.

3. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

4. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

5. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

6. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

7. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

8. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

9. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

10. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

11. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

12. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

13. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

14. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

15. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

16. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

17. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

18. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

19. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

20. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

21. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

22. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

23. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

24. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

25. If oil well be commenced on said land on or before... this lease shall automatically be in full force, before the start of or before that date shall pay or tender to the lessor, or to the lessor's agent in the... Bank of...

Luthi West

KCC WICHITA FEB 13 2014 RECEIVED

Witnessed on behalf of the said lessor: Luthi Ranch, Inc. by Dale A. Luthi, VP Dale A. Luthi, VP

STATE OF _____
 COUNTY OF _____ **ACKNOWLEDGMENT FOR INDIVIDUAL (KsOICINe)**
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____ and _____
 My commission expires _____
 Notary Public

STATE OF _____
 COUNTY OF _____ **ACKNOWLEDGMENT FOR INDIVIDUAL (KsOICINe)**
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____ and _____
 My commission expires _____
 Notary Public


STATE OF _____
 COUNTY OF _____ **ACKNOWLEDGMENT FOR INDIVIDUAL (KsOICINe)**
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____ and _____
 My commission expires _____
 Notary Public

STATE OF _____
 COUNTY OF _____ **ACKNOWLEDGMENT FOR INDIVIDUAL (KsOICINe)**
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____ and _____
 My commission expires _____
 Notary Public

TO _____
 OIL AND GAS LEASE
 FROM _____
 Date _____, 19____
 Section _____ Twp _____ Rpr _____
 No. of Acres _____ Term _____
 County _____
 STATE OF Kansas
 County Coffey
 This instrument was filed for record on the 26
 day of February, 2004
 at 11:35 a.m. - clerk A.J.M., and duly recorded
 in Book 38 ORG. Page 576-577 - if
 the records of this office.
 Notary Public
 Registrar of Deeds
 Fee \$12.00

KCC WICHITA
FEB 13 2014
RECEIVED

STATE OF KANSAS
 COUNTY OF COFFEY **ACKNOWLEDGMENT FOR CORPORATION (KsOCINe)**
 The foregoing instrument was acknowledged before me this 13th day of JANUARY, 2004
 by Dale A. Luthi, Vice-President
 of Luthi Ranch, Inc a Kansas
 corporation, on behalf of the corporation.
 My commission expires 9-28-06
Brenda R. Klueck
 Notary Public

 **BRENDA R. KLUCK**
 My Appt. Exp. 9-28-06

20.00

E. Luthi

B

OIL AND GAS LEASE

Reorder No. 09-118



AGREEMENT, Made and entered into the 13th day of January, 2004

by and between:

Luthi Ranch, Inc.

326 Blackbird Rd., SW Gridley, KS 66852

Party of the first part, hereinafter called lessor (whether one or more) and Haas Oil, P. O. Box 23449, Shawnee Mission, KS 66283 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of \$ 1.00 and other valuable consideration DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessor 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 purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases and their respective constituent products; injecting gas, water, other fluids, and air into subsurface strata; laying pipe lines, storing oil, building tanks, power stations, roadways, and other structures and things thereon to produce, save, take care of, treat, process, store, transport and market said oil, liquid hydrocarbons, gases, and their respective constituent products, the following described land together with any reversionary rights and after-acquired interests therein, situated in the County of Coffey State of Kansas

described as follows, to-wit: The South Half of the South Half of the Northeast Quarter (S. 1/2 S. 1/2 NE. 1/4)

of Section 11 Township 23 S. Range 13 E and containing 40 acres more or less.

It is agreed that this lease shall remain in full force for a term of TWO 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 he 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 1/8 of the net proceeds of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds of the sale of such gas 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 as is held as a producing lease under the above term paragraph hereof; the lessor to have and free of charge from any gas well on the leased premises for stores 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. IN ADDITION THE LESSEE WILL PAY THE LESSOR A EXTRA 15% ROYALTY MAKING A TOTAL ROYALTY OF 15%.

If no well be commenced on said land on or before 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 DOLLARS, which shall operate as a rental and cover

the privilege of deterring 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 on 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 assigned 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 lessee when said first rental is payable or assigned, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred, and Lessee may at any time accept 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 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 herein before 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 his 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 in 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 life thereof, as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is transferred, and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereunder of either party hereto are vested by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the lessee until after lessee has been furnished with the original or a certified copy thereof of any transfer by lessor or with a certified copy of the will of lessor together with a transcript of the probate thereof or, in the event lessor dies intestate and his estate is being administered, with a transcript of the administration proceedings or, in the event of the death of lessor and no administration being had on the estate, with an instrument satisfactory to lessee executed by lessor's heirs authorizing payment or deposit or tender for deposit to their credit as herebefore provided, at least thirty days before said rentals and royalties are payable or due, and if he 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 payments or portions arising subsequent to the date of assignment. 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 obligation on the part of the lessee to effect 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 separate 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 and may reimburse itself from any rental or royalties accruing hereunder.

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

Luthi Ranch, Inc.

by Dale A. Luthi, VP

Dale A. Luthi V.P.

KCC WICHITA

JAN 13 2014

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KCC WICHITA

FEB 13 2014

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STATE OF _____
 COUNTY OF _____ **ACKNOWLEDGMENT FOR INDIVIDUAL. (KaOkCoNe)**
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____ and _____
 My commission expires _____
 Notary Public

STATE OF _____
 COUNTY OF _____ **ACKNOWLEDGMENT FOR INDIVIDUAL. (KaOkCoNe)**
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____ and _____
 My commission expires _____
 Notary Public

STATE OF _____
 COUNTY OF _____ **ACKNOWLEDGMENT FOR INDIVIDUAL. (KaOkCoNe)**
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____ and _____
 My commission expires _____
 Notary Public

STATE OF _____
 COUNTY OF _____ **ACKNOWLEDGMENT FOR INDIVIDUAL. (KaOkCoNe)**
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____ and _____
 My commission expires _____
 Notary Public

No. _____
OIL AND GAS LEASE
 FROM _____
 TO _____
 Date _____, 19____
 Section _____ Twp. _____ Rge. _____
 No. of Acres _____ Term _____
 County _____
 STATE OF Kansas RRI
 County Coffey
 This instrument was filed for record on the 26
 day of February 2004
 at 11:35 o'clock A.M. and duly recorded
 in Book 38 O&G Page 576-577 of
 the records of this office.
 Registrar of Deeds
 Fee \$12.00
 RECEIVED
 FEB 13 2014

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FEB 13 2014
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STATE OF KANSAS
 COUNTY OF COFFEY **ACKNOWLEDGMENT FOR CORPORATION (KaOkCoNe)**
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 by Dale A. Luthi, Vice-President
 of Luthi Ranch, Inc a Kansas
 corporation, on behalf of the corporation.
 My commission expires 9-28-06
Brenda R. Klubek
 Notary Public

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JAN 13 2014
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 **BRENDA R. KLUBEK**
 My Appt. Exp. 9-28-06