

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

031114_Riley_INJ.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 _____ **
- ☐ 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.: E-23576
- Entire Project: ☒ Yes ☐ No
- Number of Injection Wells 1 + 1 PA well

Field Name: _____

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

Effective Date of Transfer: 3-11-14

KS Dept of Revenue Lease No.: 112095

Lease Name: Riley

NE Sec. 23 Twp. 34S R. 11 ☒ E ☐ W

Legal Description of Lease: NE4 Sec 23-34S-11E

KCC WICHITA

County: Chautauqua

APR 09 2014

Production Zone(s): Redd

RECEIVED

Injection Zone(s): Redd

Surface Pit Permit No.: P00044

(API No. if Drill Pit, WO or Haul)

Added - T. Doty 3-23-16.

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

3240 feet from ☐ N / ☒ S Line of Section

1100 feet from ☒ E / ☐ W Line of Section

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

New Lease from landowner - See Attached

Date: _____

Title: _____

Signature: _____

New Operator's License No. 32933

Contact Person: Todd Miller

New Operator's Name & Address: Todd Miller dba Speedy Well Service

Phone: 620-725-3631

402 W Elm St Sedan, KS 67361

Oil / Gas Purchaser: MacLasky Oil

Date: 4-4-2014

Title: Agent - Tim Doty

Signature: T. Doty

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.

Miller, Todd dba Speedy Well Service is acknowledged as

the new operator and may continue to inject fluids as authorized by

Permit No.: E-23,576 . Recommended action: None

Date: 3-10-16 Cheryl Boyer
Authorized Signature

Todd Miller dba Speedy Well Service is acknowledged as

the new operator of the above named lease containing the surface pit

permitted by No.: P00044 .

Date: 3-23-16 Olivia Lajosa
Authorized Signature cc: Kathy

DISTRICT _____ EPR _____ PRODUCTION 3-17-16 UIC 3-10-16
Mail to: Past Operator 3-10-16 New Operator 3-10-16 District (3) 3-10-16

Mail to: KCC - Conservation Division, 130 S. Market - Room 2076, Wichita, Kansas 67202

3-23-16

3-23-16

3-23-16

Must Be Filed For All Wells

* Location: NE4 Sec 23-34S-11E

RECEIVED

* 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
January 2014
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 # 32933
Name: Todd Miller dba Speedy Well Service
Address 1: 402 W Elm St
Address 2: _____
City: Sedan State: KS Zip: 67361 + _____
Contact Person: Todd Miller
Phone: (620) 725-3631 Fax: (_____) _____
Email Address: tdotoll@yahoo.com

Well Location:
_____ - _____ - NE Sec. 23 Twp. 34 S. R. 11 ☒ East ☐ West
County: Chautauqua
Lease Name: Riley Well #: _____

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

NE4 Sec 23-34S-11E

Surface Owner Information:

Name: Floyd Riley
Address 1: 303 S Delilah
Address 2: _____
City: Sedan State: KS Zip: 67361 + _____

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 must provide the name and address of the surface owner by filling out the top section of this form and 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: 4-4-2014 Signature of Operator or Agent: [Signature] Title: Agent

KCC WICHITA

APR 09 2014

RECEIVED

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

STATE OF KANSAS)
Chautauqua County } ss \$16.00
This instrument was filed for
record this 14 day of March,
2014 at 10:50 o'clock AM and
duly recorded in book 169
of records on page 027

[Signature]
REGISTER OF DEEDS

OIL AND GAS LEASE

(KANSAS—PAID UP)

THIS AGREEMENT, made and entered into this 11 day of March, 2014, by and between Floyd Riley, a single person, of 303 S. Delaware, Topeka, KS, hereinafter called Lessor, and Speedy Well Service, LLC, of 402 W. Elm, Sedan, KS 67361, hereinafter called Lessee:

WITNESSETH:

1. That the Lessor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, and the covenants and provisions contained herein to be kept by Lessee, does hereby grant, demise, lease and let unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, operating for, producing, and taking care of all oil, gas (including methane from coal seams) and all of the products of oil and gas, with rights of way and easements for laying pipelines, and the erection of structures thereon necessary or convenient to produce, save and take care of all said products on that certain tract of land situated in the County of Chautauqua, State of Kansas, described as follows, to-wit:

The Northeast Quarter (NE/4) of Section 23, Township 34 South, Range 11 East, of the 6th P.M. Chautauqua County, Kansas, except the two tracts described below:

- (1) A tract of land described as beginning at the Northwest corner of the Northeast Quarter (NE/4) of Section 23, Township 34 South, Range 11 East, thence South 40 rods, thence East 40 rods, thence North 40 rods, thence West 40 rods, to the place of beginning, (10 acres)
- (2) A tract of land in the Northeast Quarter (NE/4) of Section 23, Township 34 South, Range 11 East, of the 6th P.M., described as follows: BEGINNING at the Northeast corner of said quarter section, the East line of said quarter section having an assumed bearing of South 01 degrees 20' East; thence South 01 degrees 20' East, 656.5 ft. along said East line; thence South 88 degrees 40' West 20.0 ft.; thence North 18 degrees 02' West 104.4 ft.; thence North 02 degrees 13' West 325.4 ft.; thence South 81 degrees 12' West 1060.4 ft.; thence North 78 degrees 26' West 519.9 ft.; thence North 85 degrees 47' West to a point 40 rods East of the West line and 230.9 ft. South of the North line of said quarter section; thence North 01 degrees 16' West to said North line; thence North 89 degrees 04' East along said North line to the place of beginning, (12.05 acres).

containing 138 acres, more or less.

2. It is agreed that this lease shall remain in full force and effect for a primary term of one (1) years from this date, and as long thereafter as oil, gas or the products of oil or gas are produced from said leased premises, or drilling operations are continued as hereinafter provided.

3. This is a PAID-UP LEASE. In consideration of the down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term, or to make any rental payments during the primary term. Lessee may at any time or times during or after the primary term hereof surrender this lease as to all or a portion of the lands covered herein by delivering to Lessor, or by filing for record a release or releases, and thereafter be relieved of all obligations accruing hereunder as to the acreage surrendered. The lease shall continue in force and effect as to all of the acreage not surrendered.

4. Lessee agrees to pay Lessor a royalty on production covered hereby as follows:

1st. Lessee shall deliver to the credit of Lessor as royalty, free of cost, in the pipeline to which Lessee may connect its wells, the equal three-sixteenths part of all oil produced and saved from the leased premises, or at Lessee's option, may pay to the Lessor for such three-sixteenths royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipeline, or into storage tanks.

2nd. Lessee shall pay Lessor as royalty on gas marketed from each well three-sixteenths of the proceeds if sold at the well, or if marketed by Lessee, off the leased premises, then three-sixteenths of its market value at the well.

3rd. Lessee shall pay Lessor three-sixteenths of the proceeds received by the Lessee from the sale of casinghead gas produced from any oil well and three-sixteenths of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas produced from any oil well and used by Lessee off the leased premises for any purpose or used on the leased premises by Lessee for purposes other than the development and operation thereof.

KCC WICHITA

APR 09 2014

RECEIVED

KCC WICHITA

APR 09 2014

RECEIVED

4th. Lessee shall pay to Lessor three-sixteenths of the proceeds from the sale of all other products of oil and gas not otherwise referred to hereinabove.

5. Where there is a gas well, or wells on the lands covered by this lease, or acreage pooled therewith, whether it be before or after the primary term hereof, and such well or wells are shut-in, and there is no other production, drilling operations or other operations being conducted capable of keeping this Lease in force under any of its provisions, Lessee shall pay as royalty to Lessor the sum of Five Dollars (\$5.00) per year per net royalty acre, such payment to be made on or before the anniversary date of this Lease next ensuing after the expiration of 90 days from the date such well or wells are shut-in, and thereafter on the anniversary date of this Lease during the period such wells are shut-in, and upon such payment it shall be considered that this Lease is maintained in full force and effect. It is provided, however, that the term of this lease may not be extended by the payment of shut-in royalty for any period of time exceeding 24 months.

6. If the Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interests bear to the whole and undivided fee.

7. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if Lessee shall commence operations for drilling a well at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted as set out in Paragraph 8 hereof, and if production results therefrom, then so long as production continues.

8. If at the expiration of the primary term of this lease, oil, gas, or the products of oil and gas are not being produced on the leased premises but Lessee has been engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or the abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after the discovery of oil or gas or the products of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from the date of cessation of production or from date of completion of a dry hole. If oil, gas or the products of oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or the products of oil or gas shall be produced from the leased premises.

9. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations thereon, except water from the ponds, streams or domestic water wells of the Lessor. When requested by Lessor, Lessee shall bury pipelines below plow depth. No well shall be drilled nearer than 200 feet to any pond, house or barn on said premises as of the date of this lease without 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, but shall not have the obligation to do so.

10. The rights of the Lessor and Lessee hereunder may be assigned in whole or in part; however, no change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until the Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from the Lessor, and then only with respect to payments thereafter made. No other notice of any kind or character, whether actual or constructive, shall be binding on the Lessee. If the leased premises are now or 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 separate owner bears to the entire leased acreage. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations, or to diminish the rights of the Lessee, and all of Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission on the part of any other leasehold owner.

11. Lessee at its option, but subject to the prior express written consent of the Lessor (which consent shall not be unreasonably withheld), may pool or combine the lands covered by this lease, or any portion thereof, with any other land, lease or leases adjacent thereto when in Lessee's judgment (and with Lessor's consent), it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into units not exceeding eighty (80) acres for an oil well, plus a tolerance of ten percent (10%), and not exceeding six hundred forty (640) acres for a gas well, plus a tolerance of ten percent (10%), except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee shall execute in writing and record in the County Records an instrument identifying and describing the pooled acreage, such instrument to incorporate the Lessor's written consent thereto. The entire acreage so pooled into units shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operation were on, or such production were from, or such completion was on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive from a unit so formed only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled.

12. In the absence of production, Lessee may terminate any unitized area by filing in the county records a Notice of Termination of the unit. All express or implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules or regulations of governmental bodies having jurisdiction, and this lease shall not terminate in whole or in part, nor shall Lessee be

held liable in damages for failure to comply therewith, if compliance is prevented by or if such failure is the result of any such law, order, rule, or regulation.

13. 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 land in the event of failure of payment by the Lessor, and be subrogated to the rights of the holder thereof, and in addition Lessee may reimburse itself for such payments out of any royalties or rentals payable to a Lessor.

14. Additional Terms:

(a) Lessee shall compensate Lessor for actual damages or injury done or caused by Lessee to any livestock, growing crops, pasture land, hay meadows, timber, structures, landscaping and/or improvements as a result of Lessee's operations. Lessee shall pay Lessor \$500.00 for site damages for each drilling site, tank battery, or other location utilized with consent of Lessor. Site damages must be paid in advance of drilling or other activity.

(b) Lessee shall maintain all lease roads in good and traversable condition.

(c) Lessee shall bury all electric lines and lead lines.

(d) Lessee shall promptly backfill all pits upon completion of operations.

15. All the provisions of this Lease shall be binding on the heirs, successors, assigns, and legal representatives of the Lessor and Lessee.

IN WITNESS WHEREOF this instrument is executed on the day and year first hereinabove set out.

Floyd Riley
FLOYD RILEY

STATE OF KANSAS

COUNTY OF Cherokee

SS:

BE IT REMEMBERED that on this 11 day of March, 2014, before me, a Notary Public in and for the County and State aforesaid, came Floyd Riley, a single person, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



My Appointment Expires: 3/5/16

Su-An Murphy
Notary Public

KCC WICHITA
APR 09 2014
RECEIVED