

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

082416\_Bruenger\_3.pdf

Form T-1  
July 2014

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 1 \*\*  
☐ Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*  
☐ Gas Gathering System: \_\_\_\_\_  
☐ Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: 334 feet from ☒ N / ☐ S Line  
651 feet from ☐ E / ☒ W Line  
☐ Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project: ☐ Yes ☐ No  
Number of Injection Wells \_\_\_\_\_ \*\*  
Field Name: Humboldt-Chanute

Effective Date of Transfer: August 24, 2016

KS Dept of Revenue Lease No.: 117485 NA

Lease Name: Bruenger

E2 SE4 - Sec. 18 Twp. 26 R. 19 ☒ E ☐ W

Legal Description of Lease: East Half of the Southeast Quarter

County: Allen

Production Zone(s): Squirrel

Injection Zone(s): Squirrel

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

Surface Pit Permit No.: \_\_\_\_\_ feet from ☐ N / ☐ S Line of Section  
(API No. if Drill Pit, WO or Haul)

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

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

Past Operator's License No. 33769 Exp. 4/30/13  
Past Operator's Name & Address: Black Diamond Research &  
Development, PO Box 537, Chanute, KS 66720

Title: Secretary

O+G lease Attached

Contact Person: Colleen R. Dennis

Phone: 620-212-2975

Date: August 24, 2016

Signature: Colleen R. Dennis

Add'l Info On File

Received  
KANSAS CORPORATION COMMISSION

NOV 03 2016

CONSERVATION DIVISION  
WICHITA, KS

New Operator's License No. 35369 /  
New Operator's Name & Address: Clarence Lyons  
601 N Kansas, Chanute, KS 66720

Title: Owner

Contact Person: Clarence Lyons

Phone: 620-778-0738

Oil / Gas Purchaser: Pacer Oil

Date: August 24, 2016

Signature: Clarence Lyons

OCT 11 2016  
RECEIVED

**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  
Mail to: Past Operator

EPR 11/16/16

New Operator

PRODUCTION

Authorized Signature

District

~~117485~~ NA

\* Location: NW SE SE SE

Well Status  
(PROD/TA'D/Abandoned)

Prod

EL/FWL

CONSERVATION DIVISION  
WICHITA, KS

KCC WICHITA  
OCT 11 2016  
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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

Form KSONA-1

July 2014

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 # 35369  
Name: Clarence Lyons  
Address 1: 601 N Kansas  
Address 2:  
City: Chanute State: KS Zip: 66720 +  
Contact Person: Clarence Lyons  
Phone: ( 620 ) 778-0738 Fax: ( )  
Email Address: atmoil@yahoo.com

Well Location:  
E2 SE4 - Sec. 18 Twp. 26 S. R. 19 ☒ East ☐ West  
County: Allen  
Lease Name: Bruenger Well #: 3

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

East Half of the Southeast Quarter

Received  
KANSAS CORPORATION COMMISSION

**Surface Owner Information:**

Name: Curtis & Alisha Mueller CONSERVATION DIVISION  
Address 1: 2040 Delaware Road WICHITA, KS  
Address 2:  
City: Humboldt State: KS Zip: 66748 +

*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: October 31, 2016 Signature of Operator or Agent: Clarence Lyons Title: Owner

AGREEMENT. Made and entered into this 13th day of July, 2007  
by and between Lyle E. and Diana L. Bruenger, husband and wife

Jerry L. Phillips

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 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 exploring by geophysical and other methods, 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 Allen State of Kansas, described as follows, to-wit:

East 1/2 of the Southeast 1/4

of Section 18 Township 26S Range 19E and containing 79.3 acres more or less.

It is agreed that this lease shall remain in full force for a term of ten 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 he may connect his wells, the equal one-eighth (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 (1/8) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made.  
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 for the manufacture of casing-head gasoline, one-eighth (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        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        DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for        months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee. 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. 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. 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 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 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.

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 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 payments of said rentals. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee 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.  
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

KANSAS CORPORATION COMMISSION

Witness to the mark:

NOV 14 2016

CONSERVATION DIVISION  
WICHITA, KS

Lyle E. Bruenger (SEAL)  
Lyle E. Bruenger (SEAL)  
Diana L. Bruenger (SEAL)  
Diana L. Bruenger (SEAL)

STATE OF Kansas  
COUNTY OF Neosho } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 13<sup>th</sup>  
day of November, 2007, personally appeared Lyle E. Bruenger  
and Diana L. Bruenger

to me personally known to be the identical person S who executed the within and foregoing instrument and acknowledged to me  
that they executed the same as their 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 May 15, 2011  
 Colleen R. Dennis Notary Public.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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 \_\_\_\_\_  
Notary Public.

STATE OF \_\_\_\_\_  
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		Date _____, 19____	Sec. _____	Twp. _____	Rge. _____	Term _____	County _____
 * 2008-2161-2 * CARA GRANZOLL, REGISTER OF DEEDS ALLEN COUNTY, KS 2008-2161 DATE RECORDED: 10/08/2008 01:02:43PM MTG INDEBT: 0.00 RECEIPT#: 2817 REC FEE: \$ 8.00 TECH FEE: \$ 4.00												

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.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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 \_\_\_\_\_  
Notary Public.



\* 2 0 0 8 - 2 4 2 8 1 \*

CARA BARKDOLL, REGISTER OF DEEDS  
ALLEN COUNTY, KS

2008-2428

DATE RECORDED: 11/26/2008 11:05:41AM

MTG INDEBT: 0.00 RECEIPT#: 3039

REC FEE: \$ 6.00

TECH FEE: \$ 2.00

# ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Jerry L. Phillips**, hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **Nataraja Oil Corporation** (hereinafter called Assignee), all their rights, title and interest in and to the oil and gas lease dated July 13, 2007 from Lyle E. And Diana L. Bruenger, husband and wife, lessors to Jerry L. Phillips, lessee recorded in book 2008, page 2161 insofar as said lease covers the following described land in Allen County, State of Kansas:

East one-half of the Southeast Quarter (E1/2 SE1/4) of Section  
Eighteen (18), Township Twenty-Six South (26S), Range Nineteen (19) East

and containing 79.3 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, this 17<sup>th</sup> day of November, 2008.

  
Jerry L. Phillips

State of Kansas )  
County of Neosho ) ss.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 17<sup>th</sup> day of November, 2008, personally appeared **JERRY L. PHILLIPS**, 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 own 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 on the day and year last above written.

  
Notary Public

My commission expires:

6-22-11

RECEIVED  
KANSAS CORPORATION COMMISSION

NOV 14 2016

CONSERVATION DIVISION  
WICHITA, KS

