

Approved March 16, 1989
Date

MINUTES OF THE SENATE COMMITTEE ON LOCAL GOVERNMENT

The meeting was called to order by Sen. Don Montgomery at
Chairperson

9:00 a.m./p.m. on March 15, 1989 in room 531-N of the Capitol.

All members were present except:

Committee staff present:

Mike Heim, Legislative Research
Emalene Correll, Legislative Research
Theresa Kiernan, Revisor of Statutes
Shirley Higgins, Committee Secretary

Conferees appearing before the committee:

Bill Hess, Wichita Association of Petroleum Landmen
Don Schnacke, Kansas Independent Oil and Gas Association
Charles Stones, Kansas Bankers Association
Linda Fincham, Register of Deeds Association

The Chairman began the meeting by announcing the names of those who had indicated that they wish to testify on HB 2010 and asking if there was anyone else in the room who wished to testify. There being no others, the hearing began on HB 2010 which deals with the print size of documents filed with the Registers of Deeds.

Bill Hess, Wichita Association of Petroleum Landmen, testified in support of the bill. (See Attachment I). The Chairman confirmed with Mr. Hess that the bill deals strickly with legibility, not type size, and legibility would be determined only by the Register of Deeds. Mr. Hess also agreed with Sen. Lee that there is the possibility that a Register of Deeds might ask for 8 point print for legibility, however, he feels this will not become a problem.

Don Schnacke, Kansas Independent Oil and Gas Association, followed with testimony in support of the bill. (See Attachment II). He also had a hand out showing different type styles which Bill Mitchell with the Kansas Title and Mortgage Association had used in testimony before the House committee. (See Attachment III).

Charles Stones, Kansas Bankers Association, briefly testified in support of the bill echoing Mr. Schnacke's testimony. He feels legibility is more important than the type size.

Linda Fincham, Register of Deeds Association, testified in opposition to the bill. (See Attachment IV). She also introduced four other Registers of Deeds in opposition to the bill which are as follows: Susie Parmer of Leavenworth, Jacqueline Webb of Iola, Charlotte Shawver of Manhattan, and Tom Groneman of Kansas City.

The Chairman had questions regarding one of the samples attached to the testimony as to if the poor quality was due to the copying machine. Susie Palmer said this was a sample from her office, and the poor quality is due to the microfilm machine. Sen. Langworthy said that it seems that the type style is more important than being 8 point and that perhaps more flexibility is need to insure that the print is legible whether 8 point or not. Ms. Fincham said that the Registers of Deeds are trying to stay away from small type which is hard to read. Also, she had an expense of \$200 to notify all in her district of the 8 point requirement and to have a pamphlet made. This expense to the county would have to be incurred again with a new bill.

The Chairman told the committee that he had received a letter from the Register of Deeds in Stafford County in support of the bill. (See Attachment V).

CONTINUATION SHEET

MINUTES OF THE SENATE COMMITTEE ON LOCAL GOVERNMENT,

room 531-N, Statehouse, at 9:00 a.m. ~~xxx~~ on March 15, 19 89

Sen. Frahm told the committee she has heard from several Register of Deeds offices in her district expressing their opinions of the bill. With this, the hearing on HB 2010 was concluded.

With regard to the hearing yesterday on HB 2023, the Chairman said a debate occurred which was not his intent. Also, there was one person who was unhappy because he had not been able to speak. A letter from that person was received after the hearing. The Chairman has invited him to testify before the committee if he wishes. Therefore, action on the bill will be delayed until next week.

The minutes of March 14 were approved.

The meeting was adjourned.

RINE EXPLORATION COMPANY

SUITE 645 - 300 WEST DOUGLAS - WICHITA, KANSAS 67202

M. BRADFORD RINE
PARTNER
GEOLOGIST

316-262-5418

WM. D. HESS
PARTNER
LAND OPERATIONS

March 14, 1989

Senator Don Montgomery
Topeka, KS 66601

Re: Testimony - HB 2010

Gentlemen:

I am a Certified Professional Landman, have served as President of the Wichita Association of Petroleum Landmen and am a Co-Owner and Vice-President of Rine Exploration Company, a firm dedicated to finding new reserves of oil and gas in the State of Kansas. I have been involved in oil and gas leasing activities for approximately thirteen years. Recently I was asked to testify on behalf of the 117 members of the Wichita Association of Petroleum Landmen, a professional group who consider themselves adversely affected by a portion of K.S.A. 1988 Supp. 28-15.

We are all reacting specifically to the request of several Register of Deeds that an 8 pt. minimum type size requirement be made law as they are unable to make clear and readable copies of some documents that have been filed of record. I suggest their proposed cure is misdirected. The solution should simply be to give all Register of Deeds the power to refuse any document that is not of sufficient quality to be reproduced legibly. HB 2010 addresses the problem and contains this logical solution.

If you vote No on HB 2010...

- (A) Current inventories of standard oil and gas lease forms used statewide will be rendered useless.
- (B) Kansas operators as well as most operators outside of the state who lease, drill and develop mineral interests in Kansas will have to purchase new inventories. In my business alone, the expenditure for the required inventory would be approximately \$400... this for just two of the primary forms that I use regularly.
- (C) Recording fees, which have been increased by this Bill, would be inflated even more due to the extra length of the 8 pt. instruments or by having to contemporaneously file typewritten "copies" of documents not set in the 8 pt. format.

Senate Local Gov't
3-15-89
Attachment I

Senator Don Montgomery
Topeka, KS 66601

Testimony - HB 2010

Page 2 of 2

- (D) Multi-page documents will inflate abstracting costs and document storage in the already over-crowded vaults of most county courthouses would be further strained.
- (E) Existing forms currently used which are recognizable and often requested by lessors, attorneys, banks and advisors would be removed from the market and replaced with unfamiliar instruments requiring additional scrutiny and review, resulting in delay and additional cost.

Many of the standard oil and gas forms have been used in the oil patch since the early 1940's without any problem that I am aware of. I've spent years reading copies of oil and gas leases in the vaults of the Register of Deeds offices and, with rare exception, believe the overall quality of the copies to be very good.

The problem may be more a technical limitation with copying equipment than it is with the documents they are reproducing. Also, we have all seen instruments in large type that are of such poor quality they would never make good copies, regardless of their type size.

In summary, the requirement to increase minimum type size to 8 pt. would create a financial and operational hindrance upon landmen, abstractors, banks, attorneys, oil and gas companies and any other industry that has heretofore used forms set in the 6 pt. type size.

The cure for the problem is contained in HB 2010... which gives the Register of Deeds the power to, "...reject any document which is not of sufficient legibility so as to produce a clear and legible reproduction thereof."

On behalf of the Wichita Association of Petroleum Landmen I ask that you vote for HB 2010.

Respectfully submitted,

WICHITA ASSOCIATION OF PETROLEUM LANDMEN



By:

(Wm D. Hess, President / 1986 - 1987)

Enclosures

- (Copy of lease form / 6 pt. type size)
- (Copy of lease form / 8 pt. type size)

Senate Local Gov't
3-15-89
I-2

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this day of 19
between

COPY

..... hereinafter called lessor,
and hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of State of, and described as follows:

containing acres, more or less.

2. This lease shall remain in force for a term of years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to the delay rental provided in paragraph 5 hereof, and while said shut-in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the day of 19 this lease shall terminate as to both parties, unless the lessee shall on or before said date by check or draft pay or tender to the lessor or for the lessor's credit in the Bank at or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in

said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders 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 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 privilege 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. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. In the event 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 for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion, and rentals hereunder shall be increased at the next succeeding rental anniversary after written notice of such reversion by lessor to lessee, provided said notice is received by lessee at least 30 days prior to any such rental anniversary.

7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties and rentals accruing hereunder 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. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

11. If at any time prior to discovery of oil or gas on said land, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental payment date next ensuing after the expiration of three months from the date of completion of the dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, the lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred-twenty (120) consecutive days, and if they result in the production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended, but the lessee shall pay delay rentals herein provided during such extended time.

14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

Senate Local Group
3-15-89
I-3

AGREEMENT, Made and entered into _____, 19____, by and between:

COPY

_____ 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 _____ 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 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, "together with any reversionary rights therein", situated in the County of _____

State of _____, described as follows, to-wit:

of Section _____ Township _____ Range _____ and containing _____ acres more or less.

It is agreed that this lease shall remain in full force for a term of _____ 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 market value 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 from the sale of gas as such 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 royalty, an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof: the lessor to have gas free of charge from any gas well on the leased premises for stoves 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.

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 deferring 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 or 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 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 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 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 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.

Senate L.G.
3-15-89
I-4



KANSAS INDEPENDENT OIL & GAS ASSOCIATION

105 SOUTH BROADWAY • SUITE 500 • WICHITA, KANSAS 67202 • (316) 263-7297

March 15, 1989

TO: Senate Committee on Local Government

RE: HB 2010

The Kansas oil and gas industry has an important segment known as petroleum landmen. These people negotiate leases and contracts on behalf of our industry. They were the ones that raised concern over the requirement in HB 2767 (1988) that print or type size in documents recorded with Registers of Deeds shall not be smaller than 8 point.

We, along with other professions and organizations, missed this provision last session which moved late in the 1988 session. We are fortunate that the law did not become effective until January 1, 1989. We are here to ask your Committee to rescind the 8 point type size requirement as is provided for in the Special Legislative Interim Budget Committee recommended HB 2010.

Our best resource for comment on the impact of the type size requirement has been Kansas Blue Print Company, Inc. of Wichita. That company prints oil and gas lease assignments, affidavits, permits, and right of way grants and easement forms for the oil and gas industry, as well as other forms. Some of these forms have been in existence for over fifty years. Almost all are set in 6 point letters and have been acceptable over the years. If required to be set in 8 point type, most forms would have to be on two pages, or at least on a 9"x17" page size. Kansas Blue Print currently prints over 140 forms and they estimate it will cost over \$60,000 to reset the type, proofread and prepare them for printing. This does not include the cost of printing and discarding obsolete forms. This would also force their customers throughout Kansas to discard their stock. The cost to Kansas Blue Print Company and to our industry is prohibitive and unnecessary. It may take years for this one company to recoup the expense for reprinting all their forms.

We do not believe there should be an arbitrary requirement that all documents be an exact type size. We support the legibility test that would authorize the Register of Deeds to refuse acceptance of the documents for recording.

During the interim hearing it was discovered the problem was the use of microfilm machines and not the type size contained in the document. We believe if the document to be recorded is legible, then the Register of Deeds should record it. What happens after microfilming should not be the test.

Donald P. Schnacke

Senate Local Gov't
3-15-89
Attachment II



1650 SOUTH BROADWAY
PHONE 316-264-9344



MAILING ADDRESS: P.O. BOX 793
WICHITA, KANSAS 67201-0793

January 13, 1989

Mr. Don Schnacke
KIOGA
1400 Merchants National Bank Bldg.
Topeka, Kansas 66612

Re: Legal Forms 8 PT Type

Dear Mr. Schnacke:

As a follow up to my letter of June 9, 1988, on the changing of all letters to a minimum 8 point size on legal forms, I offer the following:

1. Many of our forms have been in use over 50 years in 6 PT type.
2. Microfilming has been in existence over 20 years and to my knowledge 6 PT and even smaller type has not been a problem if it is a good original.
3. Good Originals - Possibly this is the problem. In this day and age of copy machines, instead of using an original, people will make copies and even copies from copies, which may make even the copy submitted to a Register of Deeds unreadable. Perhaps the Register of Deeds needs to insist on a good original before accepting the document for recording.
4. If we are forced to go to 8 PT type, this will mean multipage forms which means a higher cost for printing, buying, recording, and microfilming. Not only will our inventory be useless, but so will the thousands of pads of forms our customers now have in their possession.

In summary, I do not really see the need for larger type, only that what is submitted for recording should be a clean, clear original. There are ways to insure that the Register of Deeds receives an original, and I believe that by working together, the problems can be solved without going to 8 PT type.

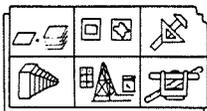
Sincerely,

KANSAS BLUE PRINT CO., INC.

Jerry A. Sims
Jerry A. Sims
President

*Senate L.G.
3-15-89
II-2*

cc: Fred Hambright



XEROX COPIES
PHOTO REPRODUCTIONS

CITY MAPS
OIL MAPS & FORMS

BLUE LINES
ARCHITECTS & ENGINEERING SUPPLIES

Kwik Back
COPYING SERVICE

This is a sample of eight point type in various type styles.

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890(AvantGarde)
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890 (Bookman)
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890(Helvetica)
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890 (N Helvetica Narrow)
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890 n(New Century Schlbk)
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890(Palatino)
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890(Times)
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890(Zaph Chancery)
Now is the time for all good men to come to the aid of their country.

Senate Local Gov't
3-15-89
Attachment III

Linda Fincham

MARSHVILLE, KANSAS 66508

REGISTER OF DEEDS
MARSHALL COUNTY

913-562-5226

March 15, 1989

Good morning Chairman Montgomery, and members of the Local Government Committee. I am Linda Fincham, Chairman of the Register of Deeds Legislative Committee. Thank you for allowing me this time to explain our association's feelings on Housebill 2010. This bill deals with the bottom line of the work that we do, which is good records. If the documents that we record are not easy and legible to reproduce, then we have a problem. These recorded documents are on record forever, if there is a problem tomorrow, five years from now, or fifty years from now in reading, or making a copy that is easy to read, then we have neglected our duty to the people of Kansas who elected us to do our job.

The new law K.S.A. 28-115, which went in to effect January 1 of this year requires that documents that are recorded contain no type smaller than 8 point. The law does have a provision which allows previously signed documents and documents of less than 8 point to be accompanied by an 8 point typewritten document. Our association worked very hard on this bill last year and at that time there was no opposition. Housebill 2010 was prefiled last December before K.S.A. 28-115 ever became law. Now after being in effect for almost 3 months K.S.A. 28-115 has caused very few problems for the Registrars in the majority of the counties. We are aware that the oil and gas landman and their registrars have expressed a great deal of dissatisfaction with the 8 point type. It has not been our intention to make recordings difficult or to cause problems for these oil and gas workers; however our major concern must and always will be for the documents that need to be read in future years. In general most of the attorneys, the banking institutions, abstractors, oil and gas landman as well as the general public who come into our offices to search records are complying with this new statute and have not expressed any complaints to us about the 8 point type. With the changes of modern technology, documents have been sent for recording that are difficult to read such as computer forms, 5th generation copy forms, documents with no margins for our recording information, reduced legal descriptions attached to the instruments, and type as small as 4 point. I have made a copy of some of these types of documents, and they are attached as an exhibit of the types of problems that we have trouble reproducing.

*Senate Local Gov't
3-15-89
Attachment III*

The oil and gas industry has expressed problems in obtaining 8 point typed forms, however these forms are being printed and are available. A copy of such an 8 point document is also attached.

In summary, the majority of our association opposes H.B. 2010, which takes uniformity away from the Kansas Register of Deeds Association. Our association has always been guided by statute and is uniform across the state with our recording procedures. In addition the Registrars have gone to considerable expense and time to inform the public of this new law. If passed H.B. 2010 will cause an additional expense to the Registrars who have to notify people of yet another law change.

We feel that if given the chance, K.S.A. 28-115 can, and will work in the State of Kansas, just as it has worked in Missouri, where the law was patterned. If given this chance, K.S.A. 28-115 will work for the land owner, the abstractor, the attorney and even the oil and gas landman who must come into the office and spend hours searching through the old records.

Thank you for this time, we appreciate your consideration on this bill. Several members of my committee are here today, and we would be happy to answer any questions that you might have.

Linda Fincham, Legislative Chairman
Kansas Register of Deeds Association

Senate L.G.
3-15-89
IV-2

INDEX TO EXAMPLES

ATTACHED TO TESTEMONY GIVEN

MARCH 15, 1989

BY

KANSAS REGISTER OF DEEDS ASSOCIATION

OPPOSING H.B. 2010

1. Less the 8 point Form 88 Producers Oil and Gas Lease, used prior 1/1/89
Printed by Kansas Blue Print Co., Inc.
2. New 8 point Form 88 Producers Oil & Gas Lease, used after 1/1/89
Printed by Kanss Blue Print Co., Inc.
3. 8 point Oil and Gas Lease printed on Word Processor
4. Microfilmed reproduction of a less the 8 point Form 88 Producers Lease
5. Legal description reduced to smaller then 8 point type.
6. Microfilmed reproduction from an illegible original

Senate L.G.
3-15-89
LV -3



THIS AGREEMENT made and entered into this _____ day of _____ 19____

by and between _____, lessor (whether one or more), and _____, lessee

WITNESSETH:

That the lessor, for and in consideration of _____ Dollars (\$ _____) in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant, demise, lease and let unto the said lessee, exclusively, its successors and assigns, the following described land for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, operating for, producing and saving of oil, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, and all other gases and their constituent parts, and other minerals produced in connection with oil and gas operations hereunder, or as a by-product of oil and gas, and the exclusive right of injecting water, brine and other fluids and substances into the subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, ponds, roadways and other fixtures or structures for producing, treating and caring for such products, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation, alone or conjointly with other lands, of said land for the production of said products or substances and the erection of structures thereon to produce, save and take care of said products and substances and the injection of water, brine and other substances into the subsurface strata of said tract of land, together with any reversionary rights therein, said tract of land being situated in the County of _____

State of _____ and described as follows, to-wit:

of Section _____, Township _____, Range _____, together with all submerged lands, accretions, strips and gores adjacent or contiguous thereto and owned or claimed by the lessor, which land shall, for the purpose of calculating the amount of any money payment permitted or required by the terms of

this lease, be considered as containing exactly _____ acres, whether there is more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of _____ years from this date hereafter called "Primary Term") and as long thereafter as oil, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, and other minerals may be produced from said lease premises or operations for the drilling or production thereof are continued as hereinafter provided.

In consideration of the premises, it is hereby mutually agreed as follows:

- To deliver, free of cost, to the lessor at the well or to the credit of lessor into the pipe line to which lessee may connect its well, an equal one-eighth (1/8th) part of all oil produced and saved from the lease premises or at the lessee's option to pay to the lessor for such one-eighth (1/8th) the market price at the wellhead for oil of a like grade and gravity prevailing on the day such oil is run into the pipe line or storage tanks.
- On gas, gas condensate, gas distillate, casinghead gas and all other gases, including their constituent parts, produced from said land and sold or used off the lease premises or in the manufacture of gasoline or other products, lessee shall pay to lessor a sum equal to one-eighth (1/8th) of the gross proceeds received from the sale of such produced substances where the same is sold at the mouth of the well or, if not sold at the mouth of the well, then one-eighth (1/8th) of the market value thereof at the mouth of the well, but in no event more than one-eighth (1/8th) of the actual amount received by lessee for the sale thereof.
- If gas from any well or wells on the premises capable of producing gas in commercial quantities is not sold or used off the premises or in the manufacture of gasoline for a period of one (1) year or more during which time there is no other production from the lease premises, then lessee shall become obligated to pay as royalty for such annual period a sum equal to the delay rentals provided in paragraph number 6 hereof, whether during or after the primary term. In consideration of the obligation so to pay, it shall within the meaning of all the terms of this lease, including the habendum clause, be conclusively deemed that gas is being produced from the premises during the time such gas is not sold or used.
- On all other minerals produced and marketed, lessee shall pay one-eighth (1/8th) of the current market price at the mouth of the well, but in no event more than one-eighth (1/8th) of the actual amount received by the lessee.
- If any gas well on the lease premises produces dry gas in excess of that needed for operations hereunder, lessor shall have the privilege, at his sole risk, cost and expense, of using such surplus gas for stoves and inside lights in the principal dwelling located upon the lease premises. Notwithstanding any of the provisions aforesaid, lessee shall have free use of oil, distillate, condensate, gas, casinghead gas, casinghead gasoline and all other petroleum products, water and other minerals and materials from the lease premises, except water from lessor's wells and tanks, for all operations hereunder.
- If operations for the drilling of a well for oil or gas are not commenced on the lease premises on or before one (1) year from the date hereof, then this lease, except as otherwise provided, shall terminate as to both parties unless the lessee, on or before that date, shall pay or tender to lessor or to lessor's credit in the _____

Bank at _____ (or to any bank designated in writing by lessor whether or not such written designation is recorded), or its successor or successors, which bank and its successors are lessor's agents and shall continue as the depository bank regardless of changes in the ownership of said land or the right to receive rentals, the sum of _____

Dollars (\$ _____), which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of said well for a period of one (1) year from said date. In a like manner and upon like payments or tenders, the commencement of operations for the drilling of said well may be further deferred for like periods successively. It is understood and agreed that the consideration first recited herein, the down payment, covers all the privileges, options and other rights conferred upon the lessee. 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, as to any or all horizons, and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the portion surrendered, and where a part or portion of this lease is released as to all horizons, then rentals thereafter payable hereunder may be reduced in the proportion that the acreage covered by this lease is reduced by said release or releases. Payment or tender of rental may be made by draft or check of the lessee, transmitted, delivered or mailed to the authorized depository bank or to the lessor at his last known address (as shown by lessee's records) on or before the rental date, and the payment or tender shall be deemed to have been made when the check or draft is so transmitted, delivered or mailed.

7. It is expressly agreed that if lessee shall commence operations for the drilling of a well at any time while its lease is in force, this lease shall remain in force and its term shall continue for so long as such operations are prosecuted and, if production results therefrom, then so long as such production may continue. Should the first well drilled on the above described land be a dry hole or fail to establish production, then and in that event if a second well is not commenced on said land within twelve (12) months following the expiration of the last rental period for which rental has been paid (or within twelve (12) months from the first anniversary of this lease if such well is drilled during the first year of the primary term), this lease shall terminate as to both parties unless the lessee on or before the expiration of said twelve (12) months shall resume or commence the payment of rentals in the same amount and in the same manner as hereinabove provided. If, within the primary term of this lease, production on the lease premises shall cease from any cause (other than a cessation contemplated in paragraph 3), this lease shall not terminate provided operations for the drilling or reworking of a well shall be commenced before or on the next ensuing rental paying date falling more than ninety (90) days after such cessation; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the lease premises shall cease from any cause (other than a cessation contemplated in paragraph 3), this lease shall not terminate provided lessee resumes or commences operations for the drilling or reworking of a well within ninety (90) days from the date of such cessation, and this lease shall remain in force and effect during the prosecution of such operations, and if production results therefrom, then as long as such production continues or the well or wells are capable of producing.

8. Where required by lessor, lessee shall bury all pipe lines below ordinary plow depth in cultivated land. Lessee shall pay lessor for damages caused by lessee's operations to all cultivated crops growing on said land. Lessee shall have the right, but shall not be obligated, at any time, either before or after expiration of this lease, to remove all fixtures and other property placed by lessee on the lease premises, including the right to draw and remove all casing. Any structures and facilities placed on the lease premises by lessee for operations hereunder and any well or wells on the lease premises drilled or used for the injection of salt water or other fluids may also be used for lessee's operation on other lands in the same area; the right to so use such facilities may be continued beyond the term of this lease by payment in advance of the sum of One Hundred Dollars (\$100.00) per year. No well shall be drilled nearer than 200 feet to any house or barn now on the premises without the consent of lessor.

9. Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interest therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessee(s) thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the lease premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres for gas, gas distillate or gas condensate and shall not exceed 80 acres for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "Declaration of Pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not capable of producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

10. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in the ownership of the land, rentals or royalties, however accomplished, shall operate or be construed so as to enlarge or increase the obligations or burdens of the lessee, or diminish its rights. Specifically, but not by way of limitation of the foregoing, the lessee shall not be required to offset wells on separate tracts into which the land covered by this lease may hereafter be divided, or to furnish separate measuring or receiving tanks. Notwithstanding any actual or constructive knowledge of or notice to the lessee, no change in the ownership of said land or the right to receive rentals or royalties hereunder, or any interest therein, however accomplished, shall be binding on the lessee (except at lessee's option) until thirty (30) days after lessee has been furnished with written notice thereof, together with the supporting information hereinafter referred to, by the party claiming as the result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all recorded documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. All advance payments of rentals made hereunder within thirty (30) days after receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, heir or successor to the lessor. In the event of an assignment or sublease of this lease as to segregated portions of the land above described the rental payments hereunder shall be apportioned as to the several leasehold owners (including sublessees) ratably according to the surface area of each, and default in the rental payment by one shall not affect the rights of the other leasehold owners.

11. In the event lessor considers that the lessee has failed to comply with any obligation hereunder, express or implied, lessor shall notify lessee in writing, specifying in what respect lessor claims lessee has breached this lease. The service of such notice and elapse of sixty (60) days without lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by lessor for any cause. If, within sixty (60) days after the receipt of such notice lessee shall meet or commence to meet the breaches alleged by lessor, lessee shall not be deemed in default hereunder.

12. If lessor owns a less interest than the entire fee or mineral estate (whether or not a lesser interest is stated above), the rentals and royalties herein provided shall be paid to lessor only in the proportion that his interest bears to the entire fee or mineral estate. If, however, during the term of this lease any reversion of interest to lessor should occur, then and in that event on the next succeeding rental anniversary after lessor shall have notified lessee of the occurrence of such reversion and shall have furnished lessee with satisfactory proof thereof, the rental shall be increased to cover the additional interest so acquired by the lessor.

13. All provisions hereof express or implied shall be subject to all federal and state laws and the orders, rules and regulations of all governmental agencies administering the same (and interpretations thereof by such agencies or courts having jurisdiction), and this lease shall not in any way be terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied covenants hereof if such failure is caused by any such laws, orders, rules or regulations (or interpretations thereof by said agencies or courts having jurisdiction). If lessee should be prevented during the last six (6) months of the primary term hereof from drilling a well hereunder by the order of any duly constituted authority having or asserting jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling or completion thereof not being available from any cause, the primary term of this lease shall continue until six (6) months after said order is suspended and/or said equipment is available.

14. This lease and all of its terms and conditions shall be binding upon all successors of the lessors and the lessees. Should any one or more of the parties above named as lessors fail to execute this lease, it shall nevertheless be binding upon all lessors who do execute it. Notwithstanding any language herein to the contrary, it is expressly understood and agreed that any payment or payments made by the lessee to the owner of any interest subject to this lease shall be sufficient payment hereunder as to such interest notwithstanding the joinder herein of the spouse of any such party as a party-lessor for the purpose of waiving homestead, dower or inchoate rights of inheritance, if any.

15. Lessor hereby warrants and agrees to defend the title to the land above described and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described land in the event of default of payment by the lessor and the lessee shall be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may, at lessee's option, be deducted from any amounts of money which may become due or payable to the lessor under the terms of this lease.

IN WITNESS WHEREOF, we sign this as of the day and year first above written.

Signature L.G.
3-15-89
II-4

STATE OF _____
 COUNTY OF _____ **ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)**
 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 (KsOkCoNe)**
 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 (KsOkCoNe)**
 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 (KsOkCoNe)**
 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 _____
 County _____
 This instrument was filed for record on the _____
 day of _____, 19____,
 at _____ o'clock _____ M., and duly recorded
 in Book _____ Page _____ of
 the records of this office.
 By _____
 Register of Deeds.
 When recorded, return to _____

STATE OF _____
 COUNTY OF _____ **ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)**
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
 by _____
 of _____ a _____
 corporation, on behalf of the corporation.
 My commission expires _____

 Notary Public

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 hereinbefore provided, at least thirty days before said rentals and royalties are payable or due, 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. 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 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 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.

The terms, covenants, and conditions hereof shall run with said land and herewith and shall be binding upon the parties hereto, their heirs, administrators, devisees, executors, successors and assigns; however, 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 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.

See Rider attached hereto and made a part hereof.

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

S/ Gertrude Copher
Gertrude Copher

S/ Mary Virginia Lohrey (SEAL)
Mary Virginia Lohrey (SEAL)

S/ Ralph Copher
Ralph Copher

S/ Russell Lohrey (SEAL)
Russell Lohrey (SEAL)

STATE OF KANSAS
COUNTY OF RUSH

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 29th day of December, 1988, by Mary Virginia Lohrey and Russell Lohrey, her husband

My commission expires 5-29-92 S/ Kevin Moeder Notary Public

STATE OF COLORADO
COUNTY OF DENVER

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 6th day of January, 1989, by Gertrude Copher and Ralph Copher, her husband

My commission expires November 9, 1991 S/ Julie A. Michel Notary Public

No. _____
OIL AND GAS LEASE
FROM _____
TO _____
Date _____, 19____
Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____
County _____
STATE OF _____
County _____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.
By _____ Register of Deeds.
When recorded, return to R. T. Bick
1505 Kansas State Bank Bldg.
Wichita, Ks. 67202

OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 11th day of March, 1989,

by and between Thomas F. Stolte, a single man, Box 220, McLouth, KS 66054

and Edna M. Stolte, a single woman, lessor (whether

one or more), and Caporale Exploration Company, lessee

WITNESSETH:

That the lessor, for and in consideration of Ten and More Dollars (\$ 10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant, demise, lease and let unto the said lessee, exclusively, its successors and assigns, the following described land for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, operating for, producing and saving of oil, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, and all other gases and their constituent parts, and other minerals produced in connection with oil and gas operations hereunder, or as a by-product of oil and gas, and the exclusive right of injecting water, brine and other fluids and substances into the subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, ponds, roadways and other fixtures or structures for producing, treating and caring for such products, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation, alone or conjointly with other lands, of said land for the production of said products or substances and the erection of structures thereon to produce, save and take care of said products and substances and the injection of water, brine and other substances into the subsurface strata of said tract of land, together with any reversionary rights therein, said

tract of land being situated in the County of Leavenworth,

State of Kansas, and described as follows, to-wit:

The Northwest Quarter (NW/4)

of Section 20, Township 9 South, Range 21 East, together with all submerged lands, accretions, strips and gores adjacent or contiguous thereto and owned or claimed by the lessor, which land shall, for the purpose of calculating the amount of any money payment permitted or required by the terms of this lease, be considered as containing exactly

160 acres, whether there is more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of Two (2) years from this date (hereinafter called "Primary Term") and as long thereafter as oil, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, and other minerals may be produced from said lease premises or operations for the drilling or production thereof are continued as hereinafter provided.

In consideration of the premises, it is hereby mutually agreed as follows:

1. To deliver, free of cost, to the lessor at the well or to the credit of lessor into the pipe line to which lessee may connect its well, an equal one-eighth (1/8th) part of all oil produced and saved from the lease premises or at the lessee's option to pay to the lessor for such one-eighth (1/8th) the market price at the wellhead for oil of a like grade and gravity prevailing on the day such oil is run into the pipe line or storage tanks.

2. On gas, gas condensate, gas distillate, casinghead gas and all other gases, including their constituent parts, produced from said land and sold or used off the lease premises or in the manufacture of gasoline or other products, lessee shall pay to lessor a sum equal to one-eighth (1/8th) of the gross proceeds received from the sale of such produced substances where the same is sold at the mouth of the well or, if not sold at the mouth of the well, then one-eighth (1/8th) of the market value thereof at the mouth of the well, but in no event more than one-eighth (1/8th) of the actual amount received by lessee for the sale thereof.

3. If the gas from any well or wells on the premises capable of producing gas in commercial quantities is not sold or used off the premises or in the manufacture of gasoline for a period of one (1) year or more during which time there is no other production from the lease premises, then lessee shall become obligated to pay as royalty for such annual period a sum equal to the delay rentals provided in paragraph number 6 hereof, whether during or after the primary term. In consideration of the obligation so to pay, it shall within the meaning of all terms of this lease, including the habendum clause, be conclusively deemed that gas is being produced from the premises during the time such gas is not sold or used.

4. On all other minerals produced and marketed, lessee shall pay one-eighth (1/8th) of the current market price at the mouth of the well, but in no event more than one-eighth (1/8th) of the actual amount received by the lessee.

5. If any gas well on the lease premises produces dry gas in excess of that needed for operations hereunder, lessor shall have the privilege, at his sole risk, cost and expense, of using such surplus gas for stoves and inside lights in the principal dwelling located upon the lease premises. Notwithstanding any of the provisions aforesaid, lessee shall have free use of oil, distillate, condensate, gas, casinghead gas, casinghead gasoline and all other petroleum products, water and other minerals and materials from the lease premises, except water from lessor's wells and tanks, for all operations hereunder.

Senate L.G.

3-15-89

IV-6

6. If operations for the drilling of a well for oil or gas are not commenced on the lease premises on or before one (1) year from the date hereof, then this lease, except as otherwise provided, shall terminate as to both parties unless the lessee, on or before that date, shall pay or tender to lessor or to lessor's credit in the Leavenworth National Bank at Leavenworth, KS 66048

(or to any bank designated in writing by lessor whether or not such written designation is recorded), or its successor or successors, which bank and its successors are lessor's agents and shall continue as the depository bank regardless of changes in the ownership of said land or the right to receive rentals, the sum of Eight Hundred ^{One Thousand Six Hundred} Dollars (\$ 800.00 ^{\$ 1,600.00}), which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of said well for a period of one (1) year from said date. In a like manner and upon like payments or tenders, the commencement of operations for the drilling of said well may be further deferred for like periods successively. It is understood and agreed that the consideration first recited herein, the down payment, covers all the privileges, options and other rights conferred upon the lessee. 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, as to any or all horizons, and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the portion surrendered, and where a part or portion of this lease is released as to all horizons, then rentals thereafter payable hereunder may be reduced in the proportion that the acreage covered by this lease is reduced by said release or releases. Payment or tender of rental may be made by draft or check of the lessee, transmitted, delivered or mailed to the authorized depository bank or to the lessor at his last known address (as shown by lessee's records) on or before the rental date, and the payment or tender shall be deemed to have been made when the check or draft is so transmitted, delivered or mailed.

7. It is expressly agreed that if lessee shall commence operations for the drilling of a well at any time while its lease is in force, this lease shall remain in force and its term shall continue for so long as such operations are prosecuted and, if production results therefrom, then so long as such production may continue. Should the first well drilled on the above described land be a dry hole or fail to establish production then and in that event if a second well is not commenced on said land within twelve (12) months following the expiration of the last rental period for which rental has been paid (or within twelve (12) months from the first anniversary of this lease if such well is drilled during the first year of the primary term), this lease shall terminate as to both parties unless the lessee on or before the expiration of said twelve (12) months shall resume or commence the payment of rentals in the same amount and in the same manner as hereinabove provided. If, within the primary term of this lease, production on the lease premises shall cease from any cause (other than a cessation contemplated in paragraph 3), this lease shall not terminate provided operations for the drilling or reworking of a well shall be commenced before or on the next ensuing rental payment date failing more than ninety (90) days after such cessation; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the lease premises shall cease from any cause (other than a cessation contemplated in paragraph 3), this lease shall not terminate provided lessee resumes or commences operations for the drilling or reworking of a well within ninety (90) days from the date of such cessation, and this lease shall remain in force and effect during the prosecution of such operations, and if production results therefrom, then as long as such production continues or the well or wells are capable of producing.

8. Where required by lessor, lessee shall bury all pipe lines below ordinary plow depth in cultivated land. Lessee shall pay lessor for damages caused by lessee's operations to all cultivated crops growing on said land. Lessee shall have the right, but shall not be obligated, at any time, either before or after expiration of this lease to remove all fixtures and other property placed by lessee on the lease premises, including the right to draw and remove all casing. Any structures and facilities placed on the lease premises by lessee for operations hereunder and any well or wells on the lease premises drilled or used for the injection of salt water or other fluids may also be used for lessee's operation on other lands in the same area; the right to so use such facilities may be continued beyond the term of this lease by payment in advance of the sum of One Hundred Dollars (\$100.00) per year. No well shall be drilled nearer than 200 feet to any house or barn now on the premises without the consent of lessor.

9. Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interest therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the lease premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres for gas, gas distillate or gas condensate and shall not exceed 80 acres for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or

9. (cont'd) such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not capable of producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

10. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in the ownership of the land, rentals or royalties, however accomplished, shall operate or be construed so as to enlarge or increase the obligations or burdens of the lessee, or diminish its rights. Specifically, but not by way of limitation of the foregoing, the lessee shall not be required to offset wells on separate tracts into which the land covered by this lease may hereafter be divided, or to furnish separate measuring or receiving tanks. Notwithstanding any actual or constructive knowledge of or notice to the lessee, no change in the ownership of said land or the right to receive rentals or royalties hereunder, or any interest therein, however accomplished, shall be binding on the lessee (except at lessee's option) until thirty (30) days after lessee has been furnished with written notice thereof, together with the supporting information hereinafter referred to, by the party claiming as the result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all recorded documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. All advance payments of rentals made hereunder within thirty (30) days after receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, heir or successor to the lessor. In the event of an assignment or sublease of this lease as to segregated portions of the land above described the rental payments hereunder shall be apportioned as to the several leasehold owners (including sublessees) ratably according to the surface area of each, and default in the rental payment by one shall not affect the rights of the other leasehold owners.

11. In the event lessor considers that the lessee has failed to comply with any obligation hereunder, express or implied, lessor shall notify lessee in writing, specifying in what respect lessor claims lessee has breached this lease. The service of such notice and elapse of sixty (60) days without lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by lessor for any cause. If, within sixty (60) days after the receipt of such notice lessee shall meet or commence to meet the breaches alleged by lessor, lessee shall not be deemed in default hereunder.

12. If lessor owns a less interest than the entire fee or mineral estate (whether or not a lesser interest is stated above), the rentals and royalties herein provided shall be paid to lessor only in the proportion that his interest bears to the entire fee or mineral estate. If, however, during the term of this lease any reversion of interest to lessor should occur, then and in that event on the next succeeding rental anniversary after lessor shall have notified lessee of the occurrence of such reversion and shall have furnished lessee with satisfactory proof thereof, the rental shall be increased to cover the additional interest so acquired by the lessor.

13. All provisions hereof express or implied shall be subject to all federal and state laws and the orders, rules and regulations of all governmental agencies administering the same (and interpretations thereof by such agencies or courts having jurisdiction), and this lease shall not in any way be terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied covenants hereof if such failure is caused by any such laws, orders, rules or regulations (or interpretations thereof by said agencies or courts having jurisdiction). If lessee should be prevented during the last six (6) months of the primary term hereof from drilling a well hereunder by the order of any duly constituted authority having or asserting jurisdiction hereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling or completion thereof not being available from any cause, the primary term of this lease shall continue until six (6) months after said order is suspended and/or said equipment is available.

14. This lease and all of its terms and conditions shall be binding upon all successors of the lessors and the lessees. Should any one or more of the parties above named as lessors fail to execute this lease, it shall nevertheless be binding upon all lessors who do execute it. Notwithstanding any language herein to the contrary, it is expressly understood and agreed that any payment or payments made by the lessee to the owner of any interest subject to this lease shall be sufficient payment hereunder as to such interest notwithstanding the joinder herein of the spouse of any such party as a party-lessor for the purpose of waiving homestead, dower or inchoate rights of inheritance, if any.

15. Lessor hereby warrants and agrees to defend the title to the land above described and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described land in the event of default of payment by the lessor and the lessee shall be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may, at lessee's option, be deducted from any amounts of money which may become due or payable to the lessor under the terms of this lease.

16. Lessee shall obtain approval from lessor for location of all wells, roads, pipelines, tanks, or any other structures necessary for lessee's operations on this lease. Lessor shall not arbitrarily withhold approval.

17. All pipelines shall be buried a minimum of 36 inches below surface.

18. Land disturbed by lessee's operations shall be returned to its original condition or as nearly as is practical.

IN WITNESS WHEREOF, we sign this as of the day and year first above written.

Thomas F. Stolte

Edna M. Stolte

Thomas F. Stolte

Edna M. Stolte

SS# 511-36-4563

SS# 513-36-6572

Senate L.G.
3-15-89
IV-7

STATE OF Kansas ACKNOWLEDGMENT FOR INDIVIDUAL, (KsOkCoNe)
COUNTY OF Leavenworth
The foregoing instrument was acknowledged before me this 11th day of March, 1989,
by Thomas F. Stolte and _____

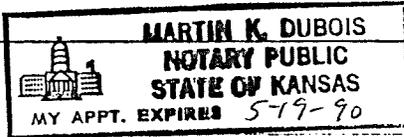
My commission expires _____



Martin K. Dubois
Notary Public

STATE OF Kansas ACKNOWLEDGMENT FOR INDIVIDUAL, (KsOkCoNe)
COUNTY OF Leavenworth
The foregoing instrument was acknowledged before me this 11th day of March, 1989,
by Edna M. Stolte and _____

My commission expires _____



Martin K. Dubois
Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL, (KsOkCoNe)
COUNTY OF _____
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 _____
County _____
This instrument was filed for record
on the day of _____, 19____
at _____ o'clock _____ M., and duly
recorded in Book _____ Page _____
of the records of this office.

Register of Deeds
By _____
When recorded, return to
Jed Amula
1200 P.O. Box 1515

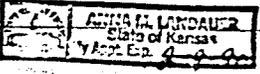
Chylene W. 82005

STATE OF _____ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____
of _____ a _____
corporation on behalf of the corporation.

My commission expires _____

Notary Public

STATE OF Kansas
 COUNTY OF Leavenworth ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 The foregoing instrument was acknowledged before me this 26 day of December 1988
 by Charles E. Lohman and Helen E. Lohman

My commission expires 2-9-90

Anna M. Landauer
 Notary Public

STATE OF _____
 COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 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 (KsOkCoNe)
 The foregoing instrument was acknowledged before me this _____ day of _____ 19____
 by _____

STATE OF KANSAS
 COUNTY OF LEAVENWORTH
 1988 DEC 27 A 9:16 W
Dora I. Farmer, Public
 DORA I. FARMER
 REGISTER OF DEEDS
Sharon S. Saylor

My commission expires _____
 Notary Public

STATE OF _____
 COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 The foregoing instrument was acknowledged before me this _____ day of _____ 19____
 by _____ and _____

My commission expires _____
 Notary Public

OIL AND GAS LEASE

No. _____

FROM
Charles E. Lohman and
Helen E. Lohman

TO
Renegade Resources Corp.

Date December 26, 1988
 Section 10 Twp. 10S R. 21E
 No. of Acres 80 Term 1 year
Leavenworth County, Kansas

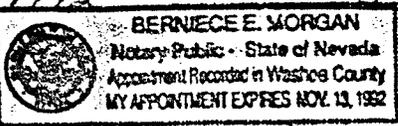
STATE OF _____
 County _____

This instrument was filed for record on the _____ day of _____ 19____
 at _____ o'clock _____ M. and duly recorded
 in Book _____ Page _____ of
 the records of this office.

By W. S. Y.
 When recorded, return to 6.05
Renegade Resources Corp.
5225 Cedarwood Drive
Reno, NV 89511

STATE OF Nevada
 COUNTY OF Washoe ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
 The foregoing instrument was acknowledged before me this 13th day of December 1988
 by Carl M. Welch, President
 of Renegade Resources Corporation, Nevada
 corporation, on behalf of the corporation.

My commission expires 20213 1992
Berniece E. Morgan
 Notary Public


 BERNIECE E. MORGAN
 Notary Public - State of Nevada
 Appointment Recorded in Washoe County
 MY APPOINTMENT EXPIRES NOV. 13, 1992

300 629 PAGE 442
Senate L. G.
5-15-89
 II-9

REAL ESTATE MORTGAGE RELEASE
(Full Release)

The undersigned Mortgagee, pursuant to K.S.A. 58-2306, acknowledges satisfaction in full of the debt secured by the following described and recorded real estate mortgage and the same is hereby released:

1. The name of the Mortgagor is:

James E. Dillion and Jeanette Dillion, husband and wife
(Exact names of all mortgagors shown on recorded mortgage)

2. The name of the mortgagee is:

Peoples Savings and Loan Association
(Exact name of mortgagee shown on recorded mortgage)

3. The legal description of the property subject to the mortgage is:

more or less, located in the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) South, Range Six (6) East of the 6th P.M., in Riley County, Kansas, described as follows: Beginning at the Northwest Corner of the said West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 26, thence East along the North line of said Northeast Quarter (NE $\frac{1}{4}$) of said Section 26 a distance of 660 feet; thence South parallel to the West line of said Northeast Quarter (NE $\frac{1}{4}$) of said Section 26 a distance of 660 feet; thence West 660 feet along a line parallel to the North line of said Northeast Quarter (NE $\frac{1}{4}$) of said Section 26 to the West line of said Northeast Quarter (NE $\frac{1}{4}$) of said Section 26, thence North 660 feet along the West line of said Northeast Quarter (NE $\frac{1}{4}$) of said Section 26 to the point of beginning. Subject to a roadway easement along the East 30 feet of the above described tract which first party specifically reserves for herself, her heirs and assigns.

(If space is insufficient, attach separate exhibit listing legal description.)

4. The volume and page the mortgage is recorded in is:

Volume 373 Page 269
of the records of the Register of Deeds for
Riley County, Kansas.

Dated this 28th day of October, 1988.

Peoples Heritage Federal Savings and Loan Assn.
formerly Peoples Savings and Loan Association

By Max E. Searcey

Max E. Searcey
Vice President

of the Corporation

(Must be the President, Vice-President, Secretary, Cashier, or Treasurer of the Corporation.)

State of Kansas, County of Marshall SS:

BE IT REMEMBERED, that on this 3rd day of November, 1988, before me, the undersigned, a notary public in and for the county and state aforesaid, came Max E. Searcey, Vice President of Peoples Heritage Federal Savings and Loan Assn. who is personally known to me to be the same person who executed the foregoing Real Estate Mortgage Release as Vice President of said corporation, and said Officer has duly acknowledged the execution of the same as the act of said Corporation.

Senata L. G.
3-15-89

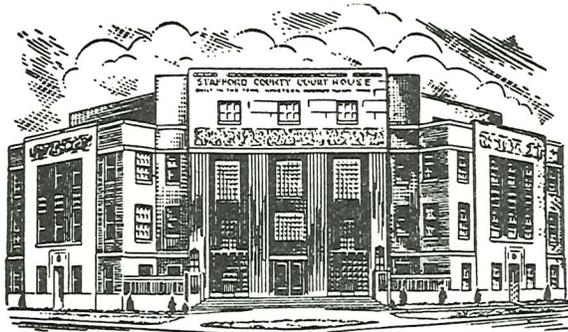
5. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. 11-10

7-A Nov 13 1988 11:40
544 332 Rec 2.00
77 Charlotte Shaver



Commencing at the Southeast Corner of the Southwest Quarter of Section 25, Township 7 South, Range 15 East of the Sixth Principal Meridian, Brown County, Kansas; thence S 89°54'02" W (assumed bearing) along the South line of said Southwest Quarter, 560.00 feet; thence N 0°01'16" W parallel to the East line of said Southwest Quarter, 561.13 feet to intersect the North right-of-way line of US-36 Highway and the TRUE POINT OF BEGINNING; thence S 66°07'00" W along said North right-of-way, 404.54 feet to the beginning of a curve to the right; thence continuing along said curve with a radius of 3744.80 feet, a chord bearing of S 70°31'08" W, a chord length of 574.88 feet and arc length of 575.45 feet; thence N 0°01'16" W parallel to the East line of said Southwest Quarter, 1556.90 feet; thence N 85°04'24" E, 915.36 feet; thence S 0°01'16" E, parallel to the East line of said Southwest Quarter, 1280.00 feet to intersect the North right-of-way of US-36 and the TRUE POINT OF BEGINNING. Said tract containing 30.00 acres more or less.

Senate L.G.
3-15-89
IV - 12



COUNTY OF STAFFORD

ST. JOHN, KANSAS 67576

March 10, 1989

Senator Don Montgomery
Chairman-Senate Local Government committee
State Capitol Building, Room 128-S
Topeka, Kansas 66612

Dear Senator Montgomery,

I am writing as a **proponent of HB 2010** which has been assigned to the Senate Local Government committee. I understand you will be hearing testimony on this bill in the near future.

I am the Register of Deeds of Stafford County located in southcentral Kansas. As a Registrar from a long time oil-producing county, I have been recording and microfilming the standard 6 point print oil and gas lease forms for the past sixteen years.

HB 2010 would delete the 8 point print requirement which became effective January 1, 1989. However, it would leave in tact the Registrar's authority to judge whether or not a document was of sufficient legibility to produce a clear and legible reproduction. The Registrar may require an exact copy to accompany the document or reject it for recording because of its illegibility.

It is my personal opinion that passage of HB 2010 would be to the benefit of both the person filing documents and the Registrar accepting such documents for recording in the Register of Deed's office.

I would ask you to please give serious consideration for a favorable vote on HB 2010. Thank you for your time.

Sincerely,

A handwritten signature in blue ink that reads "Lynette Bennington". The signature is written in a cursive style.

Lynette Bennington, Register of Deeds
Stafford County Courthouse
209 North Broadway
St. John, Kansas 67576

LB/ss

*Put with my
committee folder
for hearing*

*Senate L.G.
3-15-89
Attachment II*