

**BEFORE THE STATE CORPORATION  
OF THE STATE OF KANSAS**

In the Matter of an order to show cause issued	)	Docket No.: 23-CONS-3176-CSHO
To Great Plains Petroleum, Inc. (Operator) for	)	
A plugging order at the Stumps #4 well in	)	CONSERVATION DIVISION
Barton County, Kansas.	)	
_____	)	License No.: 30163

**PRE-FILED DIRECT TESTIMONY**

**OF**

**RODERICK PHARES**

**ON BEHALF OF GREAT PLAINS PETROLEUM, INC.**

**JULY 12, 2023**

1 **Q. What is your name and business address?**

2 A. Roderick Phares, 221 Circle Drive, Wichita, KS 67218

3 **Q. By whom are you employed and in what capacity?**

4 A. I am the owner of Great Plains Petroleum, Inc. (“Great Plains”) where I serve as President.

5 **Q. Would you please briefly describe your educational background and work**  
6 **experience?**

7 A. I have a Bachelor of Arts in Earth Sciences from Harvard University and a Master of Science  
8 Degree in Geology from the University of Kansas. I have been involved in working in the  
9 Kansas Oil and Gas industry for over thirty years.

10 **Q. Have you previously testified before the Kansas Corporation Commission (“KCC”)?**

11 A. No, I have not.

12 **Q. Are you familiar with this docket, 23-CONS-3176-CSHO?**

13 A. Yes, this is a Motion to Show Cause by Staff that Great Plains should plug the Stumps #4  
14 saltwater disposal well in Barton County, Kansas.

15 **Q. Are you familiar with the Stumps Lease in Barton County, Kansas?**

16 A. Yes.

17 **Q. What is the history of the Stumps #4 well?**

18 A. The Stumps #4 was completed as a dually completed injection and production well. Since—  
19 as a practical matter—it is impossible to MIT a producing well, the casing integrity of the Stumps  
20 #4 saltwater disposal well was previously demonstrated by the presence of economic amounts of  
21 oil recovered up the production string combined with a water analysis that matches with the  
22 composition of Arbuckle formation water. This is how the Stumps #4 well was originally permitted  
23 and constructed.

1 Eventually, oil production naturally declined to the point that economic amounts of crude oil  
2 are no longer capable of being recovered from the production string. At that point, it became  
3 physically impossible to demonstrate the mechanical integrity of the casing for the dual-completed  
4 well. In 2018, Staff wanted an MIT performed on the well, but it was not possible under the current  
5 construction. Eventually, under the direction of Rene Stucky, the UIC, Director/ Production  
6 Supervisor for the KCC, Great Plains altered the well construction to make it physically possible  
7 to perform a valid mechanical integrity test on the well.

8 The Stumps #4 has passed—and continues to pass—the technical requirements for an MIT  
9 as required by KAR – 82-3-407. The casing holds pressure. Staff failed Great Plains’ MITs because  
10 it no longer matches the original construction See attached Exhibit A. I am not aware of any  
11 possible way to accurately test the Stumps #4 well if it remained in the design configuration.  
12 Further, to leave the wellbore in the original configuration would have been contrary to the  
13 direction of Rene Stucky, since it would not be possible to determine the integrity of the casing  
14 string protecting the groundwater supplies.

15 **Q. Is this well a threat to the environment?**

16 A. No. The well held pressure when we conducted the MIT. In fact, a shut-in saltwater disposal  
17 well has a lower risk of failure relative to an active disposal well. A common mode of failure for  
18 disposal wells is for the salt water to find a flaw in the plastic-lined tubing string. Eventually, a  
19 hole develops in the protective tubing string and the corrosive saltwater is now able to contact the  
20 casing string. This allows for the possibility of a mechanical failure of the casing due to internal  
21 corrosion. That is deemed an acceptable risk for an active disposal well by the KCC, yet the  
22 Stumps #4 has zero risk of encountering that type of failure. In this instance the well is  
23 mechanically sound and holds the required pressure.

1 **Q. Can you explain Great Plains' current delay on this lease?**

2 A. Mineral title to this acreage is incredibly fractured. In 1963, the mineral owner at the time  
3 gave out a series of term mineral grants to relatives, reserving 1/6<sup>th</sup> of the minerals and the  
4 reservation. When that owner died in the 1980s, his interest was probated intestate and passed to  
5 about twenty relatives—many of which had separate interests received under the term grants. In  
6 the 1990s, most of the mineral owners conveyed their interests to the surface owner with an  
7 additional unusual term reservation which reserved the minerals for the life of production and for  
8 an additional twenty years after. Most mineral owners are confused about what they own and many  
9 of the interests have title defects.

10 I agree that the KCC has granted abundant time to Great Plains to return the Stumps lease to  
11 service. However, we encountered obstacle after obstacle to obtaining a new lease and obtaining  
12 a viable saltwater disposal agreement. Many of the mineral interest owners were not cooperative.  
13 There has been some simmering animus among the various family members who hold mineral  
14 interests regarding the way several of the family estates were settled. Two owners expressed  
15 concerns that if they agreed to any oil development activity, it would cause additional familial  
16 strife.

17 Great Plains re-leased the acreage from one mineral owner but could not as a practical matter  
18 lease 100% of the mineral interest, this lease is attached as Exhibit B. For example, about one  
19 percent of the mineral estate is held by two unknown heirs of the Estate of Joan Breford. Breford  
20 died testate and left part of her estate to two estranged grandchildren only identified by their first  
21 names. Without all of the mineral leased, Great Plains is hampered in its ability to do what needs  
22 to be done of this lease to bring it back into production.

1 As a solution, Great Plains filed a partition action on the minerals. A partition action is a  
2 quiet title action which allows the court to consolidate the mineral estate into a single owner by  
3 forced sale. It also cures title defects created by uncompleted or defective probate proceedings. To  
4 do this, Great Plains conducted an extensive title search to locate all potential minerals. Great  
5 Plains then negotiated with mineral owners, eventually buying the interest of one with clear title  
6 so that it could serve as the plaintiff.

7 I have attached a copy of the petition to partition and its associated exhibit which gives a  
8 more detailed accounting of the title problems with this tract.

9 **Q. Does Great Plains have a current lease?**

10 A. Yes. Great Plains has a lease with one of the mineral owners with clear title. In addition,  
11 Great Plains acquired 5.3% of the severed minerals so that it could initiate a partition action. That  
12 gives us legal authority to be on this acreage.

13 **Q. Does this well continued to have value?**

14 A. Yes. After the partition action is completed, Great Plains desires to drill a new Arbuckle test  
15 well on the subject acreage. Producing Arbuckle oil wells in that area require a saltwater disposal  
16 well to make production economically profitable. The cost to drill and complete a new saltwater  
17 disposal well on the Stumps lease would exceed \$300,000. In the event that Great Plains is  
18 required to plug the well while it is attempting to obtain clear title, it will result in waste since the  
19 well is mechanically sound and represents substantial value.

20 **Q. Do you have anything else to add?**

21 A. Great Plains has no intention of abandoning this acreage unless forced to do so by the KCC.  
22 It has acquired a fractional mineral interest and is partitioning the property. Great Plains fully  
23 agrees with the KCC that abandoned wells need to be plugged. But this well is part of a development

1 that is actively being pursued. It is possible to return the Stumps #4 well to temporarily abandoned  
2 status while still following the KCC mandate to protect the environmental resources of the state.  
3 We can perform a new MIT for the well, and mandate a reasonable testing schedule for the well  
4 while our mineral partition works its way through the legal system.

5 **Q. Does this conclude your testimony at this time as of July 12, 2023?**

6 A. Yes.

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 12th day of July, 2023, the Pre-Filed Direct Testimony of Roderick Phares on Behalf of Great Plains Petroleum, Inc. was electronically filed (pursuant to K.A.R. 82-1-219(h), a hard copy will not follow) and a copy e-mailed to the following:

Jonathan R. Myers, Assistant General Counsel  
Kansas Corporation Commission  
266 N. Main St., Suite 220  
Wichita, KS 67202  
[j.myers@kcc.ks.gov](mailto:j.myers@kcc.ks.gov)

Tristan Kimbrell, Litigation Counsel  
Kansas Corporation Commission  
266 N. Main St., Suite 220  
Wichita, KS 67202  
[t.kimbrell@kcc.ks.gov](mailto:t.kimbrell@kcc.ks.gov)

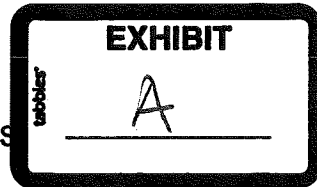
Richard Williams  
Kansas Corporation Commission  
2301 E. 13<sup>th</sup> Street  
Hays, KS 67601  
[r.williams@kcc.ks.gov](mailto:r.williams@kcc.ks.gov)

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[t.bryant@kcc.ks.gov](mailto:t.bryant@kcc.ks.gov)

DEPEW GILLEN RATHBUN & McINTEER, LC  
8301 E. 21<sup>st</sup> Street N., Suite 450  
Wichita, KS 67206-2936  
Office (316) 262-4000  
Fax (316) 265-3819  
[chris@depewgillen.com](mailto:chris@depewgillen.com)

/s/Charles C. Steincamp  
Charles C. Steincamp #16086  
Attorney for Great Plains Petroleum, Inc.

**DRAFT**  
 KANSAS CORPORATION COMMISSION  
 OIL & GAS CONSERVATION DIVISION  
**CASING MECHANICAL INTEGRITY TEST**



Form U-7  
August 2019

Disposal:  Enhanced Recovery:  KCC District No.: 4  
 Operator License No.: 30163 Name: Great Plains Petroleum, Inc.  
 Address 1: 221 CIRCLE DR  
 Address 2: \_\_\_\_\_  
 City: WICHITA State: KS Zip: 67218 + 1207  
 Contact Person: Rod Phares Phone: (316) 685-8800

API No.: 15-009-19144-00-00 Permit No.: D11083.0  
 SW SW NE Sec. 3 Twp. 17 S. R. 12  East  West  
2880 Feet from  North /  South Line of Section  
2575 Feet from  East /  West Line of Section  
 Lease: STUMPS Well No.: 4  
 County: Barton

Well Construction Details:  New well  Existing well with changes to construction  Existing well with no changes to construction

Maximum Authorized Injection Pressure: 0 psi Maximum Injection Rate: 3000 bbl/d

	Conductor	Surface	Intermediate	Production	Liner		Tubing
Size:	<u>NA</u>	<u>10.75</u>	<u>NA</u>	<u>7</u>	<u>NA</u>	Size:	<u>2.375</u>
Set at:		<u>277</u>		<u>3442</u>		Set at:	<u>3293</u>
Sacks of Cement:		<u>150</u>		<u>100</u>		Type:	<u>lined</u>
Cement Top:		<u>0</u>		<u>2900</u>			
Cement Bottom:		<u>277</u>		<u>3442</u>			

Packer Type: Baker AD-1 Set at: 3293

DV Tool  Port Collar Depth of: \_\_\_\_\_ feet with \_\_\_\_\_ sacks of cement TD (and plug back): 3505 feet depth

Zone of Injection Formation: ARBUCKLE Top Feet: 3338 Bottom Feet: 3505 Perf. or Open Hole: Both

Is there a Chemical Sealant or a Mechanical Casing patch in the annular space?  Yes  No

If Dual Completion - Injection is:  Above Production  Below Production

**FIELD DATA**

GPS Location: Datum:  NAD27  NAD83  WGS84 Lat: 38.60237 Long: -098.63605 Date Acquired: 02/09/2022

MIT Type: Tubing and Packer (or Initial Pressure) Test MIT Reason: 3-YEAR TEST

Time in Minute(s): 0 15 30

Pressures: Set up 1 310 310 310

Set up 2 \_\_\_\_\_

Set up 3 \_\_\_\_\_

Tested:  Casing  or Casing - Tubing Annulus System Pressure during test: 0 Bbls. to load annulus: 1

Test Date: 02/09/2022 Using: Shane's Tank Service Company's Equipment \_\_\_\_\_

The zone tested for this well is between 0 feet and 3293 feet.

The test results were verified by operator's representative:

Name: Shane Title: Contractor Phone: (785) 483-9173

**KCC Office Use Only**

The results were:

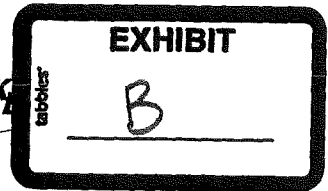
- Satisfactory  
 Not Satisfactory

Next MIT: 05/10/2022

State Agent: Bruce Rodie Title: E.C.R.S. Witness:  Yes  No

Remarks:  
 FSL 2857 FEL 2329. Permitted interval: 3441.5 to 3505'. 10/13/2021: Dismissal of Injection Application as the operator failed to respond. The well is not constructed with in the parameters of the injection permit. FAIL.





63U (Rev. 1993)

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of April, 2022  
by and between Rita A. Hamman and Harlan M. Hamman, wife and husband

whose mailing address is 7324 SW Fountiandale Road, Topcka, KS 66614 hereinafter called Lessor (whether one or more),

and Great Plains Petroleum, Inc. 221 Circle Drive, Wichita, Kansas 67218 hereinafter called Lessee:

Lessor, in consideration of One and More Dollars (\$ 1.00 & More ) in hand paid,

receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Barton State of Kansas Described as follows to wit:

Township 17 South, Range 12 West  
Section 3: NE/4

In Section XXX Township XXX Range XXX and containing 160.00 acres, more or less and all accretions thereto

Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. 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 like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. 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.

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.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land; lease or leases in the immediate vicinity thereof, 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 oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into 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 well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

\*\*If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum equal to the original per acre bonus paid to lessor under the initial primary term of said lease multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease the primary term shall be extended for an additional THREE (3) years from the end of the primary term hereof.

\*\*\* All monies due or to become due shall be payable to: Rita A. Hamman and Harlan M. Hamman Trustees under Trust dated, December 5, 1990.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses:  
X: Rita A. Hamman  
Rita A. Hamman

X: Harlan M. Hamman  
Harlan M. Hamman

ACKNOWLEDGEMENT FOR INDIVIDUAL (Mo., Kans., Neb., Okla., and Colo.)

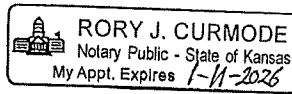
STATE OF Kansas )  
 ) ss.  
COUNTY OF Shawnee )

Before me, the undersigned, a Notary Public, within and for said county and state on this 15th day of April, 2022, personally appeared, Rita A. Hamman and Harlan M. Hamman, wife and husband, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as a free and voluntary act and deed for the uses and purpose therein set forth.

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

My commission expires 1-11-2026

Rory J. Curmode  
Rory J. Curmode, Notary Public



Exhibits or Recordation Stamp:

No. \_\_\_\_\_  
OIL AND GAS LEASE  
FROM \_\_\_\_\_  
TO \_\_\_\_\_  
Date \_\_\_\_\_ Term \_\_\_\_\_  
Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge \_\_\_\_\_  
County \_\_\_\_\_  
No. of Acres \_\_\_\_\_  
STATE OF \_\_\_\_\_  
County \_\_\_\_\_  
This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded  
in Book \_\_\_\_\_ Page \_\_\_\_\_ of in the  
records of this office  
By \_\_\_\_\_  
Register of Deeds



Charles C. Steincamp, #16086  
Diana E. Stanley, #28621  
DEPEW GILLEN RATHBUN & McINTEER, LC  
8301 E. 21<sup>st</sup> Street North, Ste. 450  
Wichita, KS 67206-2936  
Telephone: (316) 262-4000  
Fax: (316) 265-3819  
chris@depewgillen.com  
dstanley@depewgillen.com

IN THE TWENTIETH JUDICIAL DISTRICT  
DISTRICT COURT, BARTON COUNTY, KANSAS  
CIVIL DEPARTMENT

GREAT PLAINS PETROLEUM, INC., )  
)  
Plaintiff, )  
v. )  
)  
PETER LANCE KRIER; )  
LOIS A. KRIER; )  
PETER DANIEL KRIER; )  
CITIZENS STATE BANK & TRUST COMPANY, TRUSTEE OF )  
THE GEORGE STUMPS WILDLIFE TRUST FUND; )  
MARVIN DOHRMAN AND JACK DOHRMAN A/K/A JOHN )  
DOHRMAN AS SUCCESSOR TRUSTEES OF THE GEORGE )  
STUMPS LIVING TRUST; )  
RITA HAMMAN; )  
WANDA CARSON, TRUSTEE OF THE WANDA CARSON )  
LIVING TRUST; )  
SCOTT EDWARD STUMPS; )  
JEFFREY BRADFORD; )  
JULIE BRADFORD; )  
DOROTHY EMMERICH; )  
DELLA K. DELIN; )  
DARLENE LIAKOS; )  
JAMES EMMERICH; )  
ROGER LEE STUMPS; )  
JANET LYNN STUMPS; )  
BEVERLY KAY GOMEZ; )  
ESTATE OF JEROME STUMPS; )  
SHIRLEY STUMPS; )  
MICHAEL J. STUMPS; )  
MONTGOMERY J. STUMPS; )  
CHRISTYN L. STUMPS; )  
GRETCHEN L. DONLIN; )  
TERESA R. KONDA; )  
MATTHEW PAUL BREFORD; )  
BRENDA J. HEKELE; )  
SARAH, HEIR OF JOAN BREFORD ESTATE; )  
CALEB, HEIR OF JOAN BREFORD ESTATE )

Case No. \_\_\_\_\_  
Title to Real Estate Involved

CITIZENS STATE BANK & TRUST COMPANY, TRUSTEE )  
 OF THE MR. & MRS. MICHAEL STUMPS, WILLIAM )  
 STUMPS, MATTIAS STUMPS, MICHAEL STUMPS, JR. & )  
 REGINA STUMPS CHARITABLE TRUST; )  
 LINDA GUMPENBERGER; )  
 JAMES LAUFENBERG; )  
 JANET MAE WEBER; )  
 MARGARET J. KUPER; )  
 LINDA DILL; )  
 KANSAS ESTATE RECOVERY UNIT, DESIGNEE OF THE )  
 KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT, )  
 SUCCESSOR IN INTEREST TO THE KANSAS DEPARTMENT )  
 OF SOCIAL AND REHABILITATION SERVICES, ESTATE )  
 RECOVERY UNIT; )  
 and any unknown heirs, executors, administrators, )  
 devisees, trustees, creditors, and assigns of such of the )  
 defendants as may be deceased, and the unknown )  
 spouses of all defendants; the unknown stockholders )  
 and officers of such defendants as are existing, )  
 dissolved or dormant corporations; the unknown )  
 executors, administrators, devisees, trustees, creditors, )  
 successors, and assigns of such defendants as are or )  
 were partners of such of the defendants as are or were )  
 a partnership; and the unknown guardians, )  
 conservators and trustees of such of the defendants as )  
 are minors or are in anywise under legal disability, )  
 )  
 Defendants. )  
 )

Pursuant to K.S.A. Chapter 60

**PETITION TO PARTITION**  
**(Pursuant to K.S.A. 60-1003)**

COMES NOW plaintiff Great Plains Petroleum, Inc. a Kansas Corporation, by and  
 through undersigned counsel, and for its cause of action against defendants, alleges and states as  
 follows:

1. Plaintiff Great Plains Petroleum, Inc. by Registered Agent and President, Roderick  
 A. Phares whose corporate office is located at 221 Circle Drive, Wichita, in Sedgwick County,  
 Kansas is the partial mineral owner of the following described real property in Barton County,  
 Kansas, to-wit:

The Northeast Quarter (NE/4) of Section 3, Township 17 South,

Range 12 West of the Sixth P.M., Barton County, Kansas (“Subject Property”).

2. The defendants that have been located and their last known address are set forth as attached hereto in an affidavit. The defendants may claim ownership in and to the mineral rights in the above designated property.

3. Ownership interests in the mineral rights of the Subject Property are as described in the attached affidavit.

4. All ascertainable property owners for whom addresses can be located are attached in the affidavit and will be served with this petition. The efforts to identify the remaining mineral rights owners are described therein.

5. All other owners may be served by publication in The Great Bend Tribute.

6. Plaintiff owns 5.33% of the Subject Property and has leased another fractional share. The title search is described in an attached hereto affidavit and adopted by the plaintiff pursuant to K.S.A. §§ 53-601 and 60-307.

7. Plaintiff seeks to partition the mineral rights of the Subject Property pursuant to K.S.A. § 60-1003 and requests the Court to appoint three Commissioners to partition the property among the parties according to their respective interests or in the alternative to appraise the value of the property and order it to be sold and the proceeds split among all owners of said property according to their respective interests.

WHEREFORE, plaintiff respectfully requests the Court issue an Order as follows pursuant to K.S.A. § 60-1003 *et seq.*, as described above:

First, an order specifying the interests of the respective owners in and to the minerals in and under the Subject Property;

Second, an order allowing for service by publication to all unknown and unascertainable parties, or those who cannot be located;

Third, an order finding that all interested parties have received notice of such action;

Fourth, an order finding that the mineral interest in and under the Subject Property cannot be physically partitioned without manifest injury or is impracticable under the circumstances;

Fifth, an order finding that Commissioners be appointed to value the mineral interest in and under the Subject Property and report their findings to the Court. Following receipt of the Commissioners' report, establish a time for the parties and each of them to take the mineral interest at the value established by the Commissioners;

Sixth, as necessary following such time period, order the mineral interest in and under the Subject Property to be sold by the Sheriff in the manner provided for execution or such other manner as the Court deems just and equitable under the circumstances;

Seventh, award costs and fees apportioned among the parties as their interests may appear as the Court determines may be just and equitable; and

Eighth, for such other and further relief as the Court deems just and equitable.

Respectfully submitted,

DEPEW GILLEN RATHBUN & McINTEER, LC

By: /s/ Diana E. Stanley  
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IN THE TWENTIETH JUDICIAL DISTRICT  
 DISTRICT COURT, BARTON COUNTY, KANSAS  
 CIVIL DEPARTMENT

GREAT PLAINS PETROLEUM, INC.,	)	
	)	
	)	
Plaintiff,	)	
v.	)	Case No. _____
	)	Title to Real Estate Involved _____
PETER LANCE KRIER;	)	
LOIS A. KRIER;	)	
PETER DANIEL KRIER;	)	
CITIZENS STATE BANK & TRUST COMPANY, TRUSTEE OF	)	
THE GEORGE STUMPS WILDLIFE TRUST FUND;	)	
MARVIN DOHRMAN AND JACK DOHRMAN A/K/A JOHN	)	
DOHRMAN AS SUCCESSOR TRUSTEES OF THE GEORGE	)	
STUMPS LIVING TRUST;	)	
RITA HAMMAN;	)	
WANDA CARSON, TRUSTEE OF THE WANDA CARSON	)	
LIVING TRUST;	)	
SCOTT EDWARD STUMPS;	)	
JEFFREY BRADFORD;	)	
JULIE BRADFORD;	)	
DOROTHY EMMERICH;	)	
DELLA K. DELIN;	)	
DARLENE LIAKOS;	)	
JAMES EMMERICH;	)	
ROGER LEE STUMPS;	)	
JANET LYNN STUMPS;	)	
BEVERLY KAY GOMEZ;	)	
ESTATE OF JEROME STUMPS;	)	
SHIRLEY STUMPS;	)	
MICHAEL J. STUMPS;	)	
MONTGOMERY J. STUMPS;	)	
CHRISTYN L. STUMPS;	)	
GRETCHEN L. DONLIN;	)	
TERESA R. KONDA;	)	
MATTHEW PAUL BREFORD;	)	
BRENDA J. HEKELE;	)	
SARAH, HEIR OF JOAN BREFORD ESTATE;	)	
CALEB, HEIR OF JOAN BREFORD ESTATE	)	

CITIZENS STATE BANK & TRUST COMPANY, TRUSTEE )  
 OF THE MR. & MRS. MICHAEL STUMPS, WILLIAM )  
 STUMPS, MATTIAS STUMPS, MICHAEL STUMPS, JR. & )  
 REGINA STUMPS CHARITABLE TRUST; )  
 LINDA GUMPENBERGER; )  
 JAMES LAUFENBERG; )  
 JANET MAE WEBER; )  
 MARGARET J. KUPER; )  
 LINDA DILL; )  
 KANSAS ESTATE RECOVERY UNIT, DESIGNEE OF THE )  
 KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT, )  
 SUCCESSOR IN INTEREST TO THE KANSAS DEPARTMENT )  
 OF SOCIAL AND REHABILITATION SERVICES, ESTATE )  
 RECOVERY UNIT; )  
 and any unknown heirs, executors, administrators, )  
 devisees, trustees, creditors, and assigns of such of the )  
 defendants as may be deceased, and the unknown )  
 spouses of all defendants; the unknown stockholders )  
 and officers of such defendants as are existing, )  
 dissolved or dormant corporations; the unknown )  
 executors, administrators, devisees, trustees, creditors, )  
 successors, and assigns of such defendants as are or )  
 were partners of such of the defendants as are or were )  
 a partnership; and the unknown guardians, )  
 conservators and trustees of such of the defendants as )  
 are minors or are in anywise under legal disability, )  
 )  
 Defendants. )  
 )

\_\_\_\_\_ )  
 Pursuant to K.S.A. Chapter 60

**AFFIDAVIT OF RODERICK A. PHARES**

Roderick A. Phares, President of Great Plains Petroleum, Inc. being of lawful age and first duly sworn upon oath, states as follows:

1. This affidavit relates to a partition action as contemplated for the purposes of satisfying the requirements for K.S.A. § 60-1003 for partitions and K.S.A. § 60-307 for service by publication.

2. The last known address, business, residence or otherwise which Great Plains Petroleum, Inc. has been able to determine for both the ascertainable and apparent owners of the minerals under the Northeast Quarter (NE/4) of Section 3, Township 17 South, Range 12 West of



the Sixth P.M., Barton County, Kansas (the “Subject Property”), and for all other Defendants, are set forth on the Exhibit A attached hereto.

3. Based upon a title search by Diana Stanley, of Depew Gillen Rathbun & McIneer, LC of Wichita, Kansas, ascertainable and apparent title to the minerals underlying the “Subject Property” is held as follows:

<b>Name</b>	<b>Mineral Interest</b>
Peter Lance Krier, Lois A. Krier, & Peter Daniel Krier, JTWOS	0.125
George Stumps Living Trust	0.041666667***
Rita Hamman	0.0625*
Wanda Carson Living Trust	0.0625*
Scott Edward Stumps	0.031481481*
Jeffrey Bradford	0.015740741*
Julie Bradford	0.015740741*
Dorothy Emmerich	0.004497354*
Della K. Delin	0.004497354*
Darlene Liakos	0.004497354*
James Emmerich	0.017989418*
Roger Lee Stumps	0.012962963*
Janet Lynn Stumps	0.010493827*
Beverly Kay Gomez	0.010493827*
Estate of Jerome Stumps	0.031481481*
Shirley Stumps	0.015740741*
Michael J. Stumps	0.003935185*
Montgomery J. Stumps	0.003935185*
Christyn L. Stumps	0.003935185*
Gretchen L. Donlin	0.003935185*
Teresa R. Konda	0.00909465*
Matthew Paul Breford	0.00909465*
Brenda J. Hekele	0.00909465*
Sarah, Heir of the Joan Breford Estate	0.002098765*
Caleb, Heir of the Joan Breford Estate	0.002098765*
Mr. & Mrs. Michael Stumps, William Stumps, Mattias Stumps, Michael Stumps, Jr., & Regina Stumps Charitable Trust	0.193148148*
Linda Gumpenberger	0.026666667*
James Laufenberg	0.026666667*
Janet Mae Weber	0.005333333*
Margaret J. Kuper	0.005333333*
Linda Dill	0.005333333*
Marianna Jones	0.032*
Sandra Hogan	0.005333333*
Kansas Estate Recovery Unit, designee of the Kansas Department of Health & Environment	0.053333333*

Great Plains Petroleum, Inc.	0.053333333*
Stanley E. Young Family Trust	0.05*
<b>TOTAL</b>	<b>1</b>

\*A portion of the interest is held subject to a term mineral reservation of a term mineral interest which lasts “for as long as oil and gas are produced from the wells currently being produced on said real estate and for an additional twenty years from the time of cessation of current production” with the reversion held by Peter Krier, Lois Krier, and Peter Daniel Krier, JTWOS.

\*\* The George Stumps Living Trust appears to have conveyed the royalty interest—and only the royalty interest—of its fractional mineral ownership to the George Stumps Wildlife Trust Fund in 1999.

4. In 1963, title was held by Mattias Stump, a single man. Mattias Stumps received both the surface and mineral estate out of the estate of his father, Michael Stumps. Stumps had five siblings and he subsequently gave each of them a term mineral conveyance with a three-year primary term. Stumps reserved one-sixth of the mineral estate and held the reservation. The property was subsequently leased and produced minerals from about 1964 to 2015, at which time the term interests created in the 1963 transfers terminated.

Mattias died intestate in 1983. Since he was single and had no children, his siblings and their children received his estate. *See Estate of Mattias J. Stumps*, Case No. 82-P-90. Stumps had no fewer than twenty heirs in the Journal Entry of his estate. In order to make the situation more understandable, a simplified family tree from Michael and Regina Stumps shows the following potential heirs:

**Michael Stumps (1853-1934) and Regina Schreiber Stumps (1860-1927)**

- ▣ = 1<sup>st</sup> Generation – Children of Michael and Regina Stumps
- = 2<sup>nd</sup> Generation – Grandchildren of Michael and Regina Stumps
- = 3<sup>rd</sup> Generation – Greatgrandchildren of Michael and Regina Stumps
- John Stumps (1884-1979); Spouse: Louise Anna *Fiedler* Stumps (1894-1974)
  - George Carl Stumps (1921-1999)
  - Marie A. Stumps (1915-1971); Spouse: Oral Maxwell Mckay (1903-1990)
    - Rita Hamman

- Wanda Carson
- Chris Jones Stumps (1887-1959); Spouse: Emma T. Stumps (1890-1982)
  - Edward L. Stumps (1913-1963); Spouse: Louise F. Stumps (1922-2008)
    - Scott Edward Stumps
  - Eleanor R. *Stumps* Hujing (1914-1994); Spouse: Paul Hujing (deceased)
  - Agnes Louise *Stumps* Warlop (1916-2003)
    - Sharon Stahl
    - Carol J. *Warlop* Bradford (1942-2011);
      - Jeffery S. Bradford
      - Aaron P. Bradford
      - Julie Bradford
  - Dolores *Stumps* Emmerich (1918-2013); Spouse: John R. Emmerich (1910-1986)
    - Frank L. Emmerich; Spouse: Margaret Emmerich
    - John M. Emmerich; Spouse: Deborah Emmerich
    - James L. Emmerich; Spouse: Phyllis Emmerich
    - Dorothy A. Emmerich
    - Donna Heilman; Spouse: Wayne Heilman
    - Della Delin
    - Darlene Liakos; Spouse: Micheal Likos
  - Teresa K. *Stumps* Shipley (1920-2003); Spouse: George Shipley (1920-1989)
    - Chris Shipley
    - Linda Jones
  - Leo F. Stumps (1924-1974)
    - Roger Lee
    - Janet Lynn Stumps
    - Beverly Kay Gomez
  - Jerome Stumps (1926-2022)
  - Walter J. Stumps (1929-2007); Spouse: Shirley Jo Gwinner Stumps
    - Monte Stumps
    - Michael Stumps
    - Christyn Stumps
    - Grechin Donlin
  - Joan Marie *Stumps* Breford (1932-2019)
    - Mark Breford
    - Matt Breford
    - Brenda Hekele
    - Teresa Konda
- William Frank Stumps (1890-1991) [no records of children or marriage could be found for William]
- Matthias James Stumps (1891-1982) [no records of children or marriage could be found for Mattias]
- Anna Roselia *Stumps* Hogan (1894-1960); Spouse: Daniel Jeremiah Hogan (1892-1960)

- Luella Margaret Hogan (1917-2007); Spouse: Leo James Laufenberg (1911-1973)
  - James Laufenberg
  - Linda Grumpenberger
  - William Laufenberg
- Lucille Laretta Hogan (1920-1921)
- Leonard Michael Hogan (1923-2003) Spouse: Dora Jean McKeever (1920-2013)
  - Marianna Kay Jones
  - Janet Weber
  - Linda Dill
  - Margaret Kuper
  - Sandra Hogan
- Edward Dennis Hogan (1925-2000)
- Elmer Hogan
- Geraldine Marie *Hogan* Young (1927-1984) Spouse: Stanley Eugene Young (1927-2004)
  - Larry Allen Young (1952-2000); First Spouse: Rhonda Engleman; Second Spouse: Sheila Gilbert
    - Travis Young
    - Melissa Benet
    - Shane (deceased, dates unknown)
  - Ann Gatterman
  - Susan Haselhorst
- Donald Eugene Hogan (1931-1939)
- Rita Ann Hogan (1933-1933)
- Regina M. Stumps (1897-1982) [no records of children or marriage could be found for Regina M.]
- Michael Stumps, Jr. (1899-1918) [no records of children or marriage could be found for Michael Jr.]

Note that this list does not address any probates or other property transfer mechanisms, but is only meant to show the number of potential parties involved. Some of these individuals died testate without any children and split their interests between charitable trusts and their extended families. Another heir's interest was conveyed to the Kansas Department of Social and Rehabilitation Services' recovery unit. Many of the various heirs, successors, devisees and assigns of the original owners lost track of their ownership of the property or believed it to only be a royalty interest and failed to properly convey or devise the Subject Property, whether by deed, probate, will, or otherwise.

As a final complicating factor, in the 1990s, the heirs of Mattias Stumps conveyed the surface of the estate to David G. Demel, Daryl L. Nichol, and Carol A. Nichol, the predecessors in interest to Peter Krier in 1991. All but one of the heirs created an unusual term reservation in the deed:

Reserving the mineral interest in said real estate as oil and gas are produced from the wells currently being produced on said real estate and *for an additional twenty years from the time of cessation* of current production of said oil and gas.

Production ceased in 2015, meaning that this interest will not vest until 2035. Even then, the mineral estate will not consolidate. The imperfect or nonexistent probates of various individuals means that at least one of the heirs did not have clear title to the minerals at the time of their conveyance. It is also uncertain whether the heirs actually conveyed their portion of the reservation reserved by Mattias Stumps in the 1963 deeds.

Great Plains Petroleum, Inc. has spent considerable time and effort in its attempt to ascertain and locate the owners of the Subject Property, including, but not limited to: conducting and contracting for in-person research of the land and probate court records in Barton, Kansas; conducting in-person and/or remote research of the probate court records of Barton County, Sedgwick County, Ellsworth County, Edwards County, McPherson County, Rice County, Pawnee County, Kansas; Sacramento County, California, and other counties in these and other states; internet searches on a variety of websites, including truepeoplesearch.com, addresses.com, whitepages.com, plusaddress.com, fastpeoplesearch.com, wwwtelephonedirectories.com, google.com, ancestry.com, legacy.com, the United States Social Security Death Index, heritage.com, newspapers.com, advancebackgroundchecks.com, 411.com, findagrave.com, ancientfaces.com, familysearch.com, archives.com, tributearchive.com, and kansasgis.org/orka. Great Plains Petroleum, Inc. also conducted extensive review and research of the historical payment sheets, files and records of the current (and to the extent available, the previous) oil and gas

purchaser of the oil production from the portion of the original base lease not released and still producing.

At least 45% of the ownership of the Subject Property would require title curative measures, most often ancillary probate or similar legal proceedings for various deceased parties and their deceased heirs, or other legal actions, to establish clear title. In most if not all cases, the cost of any such measures would far exceed the value of the fractional mineral ownership at issue.

Tracing title through the twenty heirs of Mattias Stumps reveals the following:

a) Group A's fractional ownership would be as follows:

Peter Lance Krier, Lois A. Krier, & Peter Daniel Krier, JTWOS	1/8
George Stumps Living Trust	$1/6 * 1/4 = 1/48$
George Stumps Wildlife Trust Fund	$1/6 * 1/4 = 1/48^{**}$

\*\* The George Stumps Wildlife Trust Fund only has a royalty interest associated with the George Stumps Living Trust's fractional share.

George Stumps received 1/8th of Mattias Stumps' estate. Stumps quitclaimed his interest in the property to the George Stumps Living Trust in 1990. Stumps as trustee then conveyed his interest without reservation to surface owners, Demel and the Nichols. As such, it appears that title to these minerals now rests with the Kriers, the successor in interest to Demel and the Nichols.

However, George Stumps separately inherited 1/6<sup>th</sup> of William Stumps' 1/4th interest in 1991. While the executors of William Stumps' estate conveyed its minerals to Demel and the Nichols, it contained the reservation found in the rest of the grants to Demel and the Nichols, reserving the minerals for as long as oil and gas was produced and "for an additional twenty years from the time of cessation." Thus, even though he conveyed the rest of his mineral interest, George Stumps retained the term mineral interest devised from William's estate.

George Stumps died in 1999 and his will was admitted to probate in Ellsworth County, Case No. 99-P-37. Under the terms of the will, his devisees were Marvin Dohrman and Jack Dohrman, as Successor Trustees of the George Stumps Living Trust, under agreement dated January 11, 1990.

On June 23, 1999, the trustees of the George Stumps Living Trust quitclaimed “a .020833 royalty interest in and to all” the Subject Property to Citizens State Bank & Trust Company, Trustees of the George Stumps Wildlife Trust Fund. This grant is confusing because both the fractional interest owned by the trust and the interest type is incorrect. There is a subsequent assignment of royalty from the George Stumps Living Trust to the George Stumps Wildlife Trust Fund for the same interest. The 1999 grants appear to have transferred the royalty—and only the royalty—of the George Stumps Living Trust to the George Stumps Wildlife Trust Fund. We have been unable to locate trustee Marvin Dohrman. The last known address for the remaining trustee, Jack Dohrman, is listed in Exhibit A.

b) Group B’s fractional ownership would be as follows:

William Stumps received 1/4<sup>th</sup> of Mattias Stumps’ estate as Mattias Stumps’ last surviving sibling. William Stumps died testate in 1991 and his will was admitted to probate in Ellsworth County, Kansas, Case No 91-P-9. Under the terms of his will, his share of the minerals went to the following:

<b>Name</b>	<b>Fraction</b>
George Stumps	1/6
Luella Laufenberg	1/75
Leonard Hogan	1/75
Edward Hogan	1/75
Elmer Hogan	1/75
Eleanor Hujing	1/135
Mr. & Mrs. Michael Stumps, William Stumps, Mattias Stumps, Michael Stumps, Jr., and Regina Stumps Charitable Trust	All the rest and remainder (0.193148148 of mineral interest)

The will designates several employees of the Citizens State Bank & Trust Co. of Ellsworth as the trustees of the charitable trust. It also references the ability of the trustees to appoint a Trust

Company—presumably Citizens State Bank & Trust Co.—as a Trustee. It appears that Citizens State Bank & Trust Co. continues to manage the charitable trust as Trustee.

To continue tracing the individual interests, see subparts (a), (c), (j), (l), (m), and (n).

c) Eleanor Hujing received 1/36th of Mattias Stumps' estate. Hujing died intestate and with no children. Her estate was processed in McPherson County, *In Re Eleanor Hujing*, Case No. 94-PR-2642, though the Journal Entry of Final Settlement incorrectly lists her interest as a royalty interest. Hujing's estate was distributed to:

Name	Fraction
Agnes Warlop	1/8
Dolores M. Emmerich	1/8
Joan Breford	1/8
Teresa K. Shipley	1/8
Walter J. Stumps	1/8
Scott Edward Stumps	1/8
Janet Stumps	1/24
Roger Stumps	1/24
Beverly Gomez	1/24

To further trace Hujing's interest, see items (c), (d), (h), (e), (g), and (o).

c) Group C's fractional interest would be as follows:

Jeffrey Bradford       $1/3 * (1/36 + (1/8)(1/36) + (1/8)(1/135)(1/4)) = 136/12,960$

Julie Bradford       $1/2 * (1/36 + (1/8)(1/36) + (1/8)(1/135)(1/4)) = 272/12,960$

Agnes Warlop received 1/36th of Mattias Stumps' estate. Warlop died intestate and no probate appears to have been filed for her in Barton County. Warlop's granddaughter filed an affidavit of heirship showing that Warlop had two daughters, Carol Bradford and Sharon Stahl. Stahl subsequently quitclaimed her interest to Bradford. Carol Bradford died intestate and no probate was filed in Barton County. Nadine Pauley, an acquaintance of Carol Bradford, filed an affidavit of heirship indicating that Bradford had three heirs: Aaron Bradford, Jeffrey Bradford,



and Julie Bradford. Aaron Bradford subsequently quitclaimed his interest to Julie Bradford. An affidavit of heirship does not convey real property. In order to clear title to this interest, the parties would need probate proceedings for Warlop and Bradford.

Agnes Warlop received 1/8th of Eleanor Hujing's estate, who in turn held 1/135<sup>th</sup> of William Stumps' estate, meaning that she held 136/4320 of the total mineral estate. As such, the mineral interest is held:

Jeffrey Bradford	136/12,960
Julie Bradford	272/12,960

d) Group D's fractional ownership would be as follows:

James Emmerich	$4/7 * (1/36 + (1/8)(1/36) + (1/8)(1/135)(1/4)) = 544/30,240$
Dorothy Emmerich	$1/7 * (1/36 + (1/8)(1/36) + (1/8)(1/135)(1/4)) = 136/30,240$
Della K. Delin	$1/7 * (1/36 + (1/8)(1/36) + (1/8)(1/135)(1/4)) = 136/30,240$
Darlen Liakos	$1/7 * (1/36 + (1/8)(1/36) + (1/8)(1/135)(1/4)) = 136/30,240$

Delores M. Emmerich received 1/36th of Mattias Stumps' estate. Emmerich died in Nebraska and no administration was commenced in the State of Kansas. But one of her heirs opened proceedings for a Determination of Descent to dispose of her Barton County property, *In re Delores Emmerich*, Case No. 2014 PR 66. Unfortunately, this proceeding incorrectly described Emmerich's interest as a royalty interest. The final decree would need to be amended to document the conveyance to the heirs.

Emmerich's heirs were:

<b>Name</b>	<b>Fraction</b>
Frank L. Emmerich	1/7
Dorothy A. Emmerich	1/7
Donna Heilman	1/7
Della K. Delin	1/7
John M. Emmerich	1/7
Darlene Liakos	1/7

Subsequent to this proceeding, Frank Emmerich, Donna Heilman, and John Emmerich quitclaimed their interest in the property to James Emmerich. Delores Emmerich was an heir of Eleanor Hujing, receiving 1/8 of her estate, leaving giving her a total mineral interest of 136/4320 to be divided between Dorothy, Della, Darlene, and James.

e) Group E's fractional ownership would be as follows:

Estate of Teresa Shipley (1/36)

Chris Shipley	1/72
Linda Jones	1/72

Teresa Shipley received 1/36th of Mattias Stumps' estate. Shipley died in 2003. No probate proceedings were located, but an obituary listed two children: Chris Shipley and Linda Jones. Under the Kansas rules of intestate succession, each child would be entitled to one-half of her interest. Probate proceedings would be required to clear title.

f) Group F's fractional ownership would be as follows:

Estate of Jerome Stumps (1/36)

Unknown heirs	1/36
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Jerome Stumps received 1/36th of Mattias Stumps' estate. Stumps died in January 2022 and was a resident of Sacramento County, California. No probate records have been located in Kansas or in California and his obituary has limited information. A comment on his obituary references a daughter, but efforts to identify a daughter have been unsuccessful. As such, the interest of Jerome Stumps appears to have passed to his unknown heirs.

g) Group G's fractional ownership would be as follows:

Estate of Walter J. Stumps (1/36)

Shirley Stumps	$\frac{1}{2} * ((1/36) + (1/8)(1/36) + (1/8)(1/135)(1/4)) = 68/4320$
Michael J. Stumps	$1/8 * ((1/36) + (1/8)(1/36) + (1/8)(1/135)(1/4)) = 17/4320$
Montgomery J. Stumps	$1/8 * ((1/36) + (1/8)(1/36) + (1/8)(1/135)(1/4)) = 17/4320$

Gretchen L. Donlin	$1/8 * ((1/36) + (1/8)(1/36) + (1/8)(1/135)(1/4)) = 17/4320$
Christyn L. Stumps	$1/8 * ((1/36) + (1/8)(1/36) + (1/8)(1/135)(1/4)) = 17/4320$

Walter J. Stumps received 1/36th of Mattias Stumps’ estate. He also received 1/8 of Eleanor Hujing’s interest. Walter Stumps died in 2007. His heirs performed a Determination of Descent in Ellsworth County, but the Decree of Descent failed to describe the mineral interest in Barton County. Stumps’ interest is presumed to have passed to his heirs in the Decree:

<b>Name</b>	<b>Fraction</b>
Shirley Stumps	1/2
Michael J. Stumps	1/8
Montgomery J. Stumps	1/8
Gretchen L. Donlin	1/8
Christyn L. Stumps	1/8

The Decree would need to be amended to clear title.

h) Group H’s fractional ownership would be as follows:

Estate of Joan Breford (1/36)

Sarah Unknown	$1/15 * ((1/36) + (1/8)(1/36) + (1/8)(1/135)(1/4)) =$	17/8,100
Caleb Unknown	$1/15 * ((1/36) + (1/8)(1/36) + (1/8)(1/135)(1/4)) =$	17/8,100
Matthew Paul Breford	$1/3 * (13/15) * ((1/36) + (1/8)(1/36) + (1/8)(1/135)(1/4)) =$	221/24,300
Brenda J. Hekele	$1/3 * (13/15) * ((1/36) + (1/8)(1/36) + (1/8)(1/135)(1/4)) =$	221/24,300
Teresa R. Konda	$1/3 * (13/15) * ((1/36) + (1/8)(1/36) + (1/8)(1/135)(1/4)) =$	221/24,300

Joan Breford received 1/36th of Mattias Stumps’ estate. Joan Breford died testate in 2020. Her will was submitted to probate in Ellsworth County, Case No. 2020-PR-000004. Breford’s will was unusual and the court approved a family settlement agreement to address some of the issues created by it. Notably, two of Breford’s heirs were estranged and could not be contacted during the probate. The last names of these two heirs were unknown. The Journal Entry of Final Settlement indicates that the unknown heirs’ “share of any oil and gas royalty be[] held in suspense by the buyer until [the heirs’] application to” the probate court. Following the Journal

Entry, the minerals would be owned as follows:

<b>Name</b>	<b>Fraction</b>
Sarah Unknown	1/15
Caleb Unknown	1/15
Matthew Paul Breford	1/3 of the remaining 13/15
Brenda J. Hekele	1/3 of the remaining 13/15
Teresa R. Konda	1/3 of the remaining 13/15

i) Group I's fractional ownership would be as follows:

Estate of Luella Laufenberg (1/20)

Linda Gumpenberger	$\frac{1}{2} * ((1/20) + (1/75)(1/4)) = 2/75$
Jim Laufenberg	$\frac{1}{2} * ((1/20) + (1/75)(1/4)) = 2/75$

Luella Laufenberg received 1/20th of Mattias Stumps' estate. Luella Laufenberg also received 1/75 of William Stumps' estate. Laufenberg died in 2004 and her will was admitted to probate in Edwards County, Kansas, Case No. 08-P 7. Under her will, Laufenberg's heirs were as follows:

<b>Name</b>	<b>Fraction</b>
Linda Gumpenberger	1/2
Jim Laufenberg	1/2

j) Group J's fractional ownership would be as follows:

Estate of Edward Hogan (1/20)

Kansas Estate Recovery Unit	$(1/20) + (1/75)(1/4) = 4/75$
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Edward Hogan received 1/20th of Mattias Stumps' estate. He also inherited 1/75 of William Stumps' estate. Hogan died intestate and a probate proceeding was opened in Edwards County, Kansas, Case No. 00-P-46. The Journal Entry of Final Settlement conveyed all mineral interests owned by the decedent to the Kansas Department of Social and Rehabilitation Services, Estate Recovery Unit. Title, therefore, appears vested in the state. Due to mergers and structuring changes in the state agencies, the responsibilities of the SRS Estate Recovery Unit are now with the Kansas Estate Recovery Unit as designee of the Kansas Department of Health and the Environment. Under K.S.A. 60-304(d)(5), the agency may be served by serving the attorney

general or an assistant attorney general.

k) Group K's fractional ownership would be as follows:

Estate of Leonard Hogan (1/20)

Janet Mae Weber	$1/10 * ((1/20) + (1/75)(1/4)) = 4/750$
Margaret Kuper	$1/10 * ((1/20) + (1/75)(1/4)) = 4/750$
Linda Dill	$1/10 * ((1/20) + (1/75)(1/4)) = 4/750$
Sandra Hogan	$1/10 * ((1/20) + (1/75)(1/4)) = 4/750$
Marianna Jones	$6/10 * ((1/20) + (1/75)(1/4)) = 12/375$

Leonard Hogan received 1/20th of Mattias Stumps' estate. He also received 1/75 of William Stumps' estate. Leonard Hogan died intestate in 2003 and his heirs filed a Petition for Determination of Descent in Barton County, Kansas in 2010, Case No. 2010-PR-000058. Unfortunately, the heirs did not include the Subject Property. Under the Decree of Descent, the minerals transferred to:

<b>Name</b>	<b>Fraction</b>
Dora Jean Hogan	1/2
Janet Mae Weber	1/10
Margaret J. Kuper	1/10
Linda Dill	1/10
Sandra Hogan	1/10
Marianna Jones	1/10

Dora Jean Hogan died testate in 2013 and her will was submitted to probate in Edwards County, Kansas, Case No. 13-PR-11. The Journal Entry directs all mineral property to be conveyed to Marianna Jones. Unfortunately, there is no recorded Executor's Deed from the estate to Jones.

l) Group L's fractional interest is as follows:

Estate of Geraldine Young (1/20)

Stanley E. Young Family Trust	1/20
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Geraldine Hogan Young received 1/20th of Mattias Stumps' estate. Young died in 1986 and her will was probated in Edwards County, Kansas. Young's real property was conveyed via

the journal entry of final settlement to the Stanley E. Young Family Trust. The trust was created to exist for the life of her husband, Stanley Young, and until her three children reached the age of forty. The Youngs had three children, Susan Marie Haselhorst, Larry Allan Young, and Ann Louise Gatterman. In the event that one of her children predeceased her husband, the trust would continue until the deceased child's issue reached the age of 40. Stanley Young died in 2004. Larry Young predeceased him and had two children, Melissa Bennet and Travis Young. The successor trustee was Bruce Gatterman. The annual filings show that Susan Haselhorst conveyed all her interest in the trust to Ann Gatterman in 2013. Ann Louise Gatterman died in 2020 and the annual filings note that her husband, trustee Bruce T. Gatterman, succeeded to her interest. Bruce T. Gatterman bought Melissa Bennet's interest in the trust in December 2021. As of the annual report for 2022, the only remaining beneficiaries are Travis Young and Bruce T. Gatterman.

No conveyances from the trust to the beneficiaries were recorded and the interest appears to still be in the trust.

n) Group N's fractional ownership is as follows:

Elmer Hogan (1/20)

Great Plains Petroleum, Inc.       $1/20 + (1/75)(1/4) = 4/75$

Elmer Young received 1/20th of Mattias Stumps' estate and 1/75th of William Stump's estate. On June 29, 2023, Elmer Hogan and Faye Hogan, his wife, executed a quitclaim deed to J. Fred Hambright, Inc. for all their interest in the property. On July 11, 2023, J. Fred Hambright, Inc. conveyed the property to Great Plains, Petroleum, Inc.

o) The remaining interests are simpler because they are the original grantees of Mattias Stumps' probate and direct beneficiaries under the wills of Eleanor Hujing and William Stumps:

Rita Hamman received 1/16th of Mattias Stumps' estate.

Wanda Carson received 1/16th of Mattias Stumps' estate. Carson quitclaimed all her mineral interests in the Subject Property to her trust, the Wanda L. Carson Living Trust,

u/d/a September 17, 1999.

Scott Edward Stumps received 1/36th of Mattias Stumps' estate. He also received an interest under Eleanor Hujing's will, giving him a total fractional interest of:

$$\text{Scott Edward Stumps} \quad (1/36) + (1/8)(1/36) + (1/8)(1/135)(1/4) = 17/540$$

Roger Stumps received 1/108th of Mattias Stumps' estate. He also received an interest under Eleanor Hujing's will.

$$\text{Roger Stumps} \quad (1/108) + (1/24)(1/36) + (1/24)(1/135)(1/4) = 17/1620$$

Janet Stumps received 1/108th of Mattias Stumps' estate. She also received an interest under Eleanor Hujing's will.

$$\text{Janet Stumps} \quad (1/108) + (1/24)(1/36) + (1/24)(1/135)(1/4) = 17/1620$$

Beverly Kay Gomez received 1/108th of Mattias Stumps' estate. She also received an interest under Eleanor Hujing's will.

$$\text{Beverly Gomez} \quad (1/108) + (1/24)(1/36) + (1/24)(1/135)(1/4) = 17/1620$$

[SIGNATURE ON FOLLOWING PAGE]

FURTHER AFFIANT SAITH NAUGHT.

Date: 7/12/23

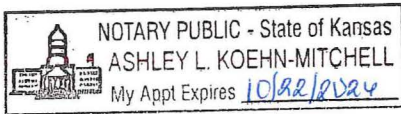
Roderick A. Phares  
Roderick A. Phares

Subscribed, sworn to, and acknowledged before me this 12<sup>th</sup> of July, 2023, by  
Roderick A. Phares

Ashley Koehn-Mitchell  
Notary Public

My appointment expires:

\_\_\_\_\_





**Exhibit A**

Listing of Last Known Addresses for Service of Process of both Ascertainable and  
Apparent Owners and all other Defendants

Peter Lance Krier	707 Washington Great Bend, KS 67530
Lois A. Krier	707 Washington Great Bend, KS 67530
Peter Daniel Krier	503 3 <sup>rd</sup> Street Claflin, KS 67525
Citizens State Bank & Trust Company, Trustee of the George Stumps Wildlife Trust Fund	203 N. Douglas Ellsworth, KS 67439
George Stumps Living Trust Jack Dohrman a/k/a John Dohrman Co-Successor Trustee	2427 A Street Lincoln Nebraska 68502
Rita Hamman	1373 NW Falcon Medicine Lodge, KS 67104
Wanda Carson Living Trust	3909 NE Woodridge Dr. Lees Summit, MO 64064
Scott Edward Stumps	1018 White View Drive Blanchard, OK 73010
Jeffrey Bradford	1108 Grace Hill Drive Virginia Beach, VA 23455
Julie Bradford	208 S Pennsylvania Ave Holyrood, KS 67450
Dorothy Emmerich	1340 N Turner Ave Hastings, NE 68901
Della K Delin	2611 S Royce St Sioux City, IA 51106-3442
Darlene Liakos	324 W Campbell St Minden, NE 68959
James Emmerich	5804 Barjona Place Lincoln, NE 68516
Roger Lee Stumps	1124 E Waters Edge Street Derby, KS 67037
Janet Lynn Stumps	193 W. Caroline Lane Chandler, AZ 85225
Beverly Kay Gomez	4216 S. Bahama Street Aurora, CO 80013

Shirley Stumps	300 Bickerdyke Blvd #105 Ellsworth, KS 67439
Michael J. Stumps	3604 Koa Rd Fort Stockton, TX 79735
Montgomery J. Stumps	2nd Rd Bushton, KS 67427
Christyn L. Stumps	3397 County Road 33 Blair, NE 68008
Gretchen L. Donlin	19802 Capehart Rd Gretna, NE 68028-4911
Teresa R. Konda	1220 S Douglas Ave Lyons, KS 67554-3703
Matthew Paul Breford	530 Eldridge St #D6 Lawrence, KS 66049
Brenda J. Hekele	203 8th St Claflin, KS 67525
Citizens State Bank & Trust Company, Trustee of the Mr. & Mrs. Michael Stumps, William Stumps, Mattias Stumps, Michael Stumps, Jr., & Regina Stumps Charitable Trust	203 N. Douglas Ellsworth, KS
Linda Gumpenberger	618 W. Second Kinsley, KS 67547
James Laufenberg	3417 E 30 <sup>th</sup> Ave Hutchinson, KS 67502
Janet Mae Weber	321 N 4 <sup>th</sup> Wakeeny, KS 67672
Margaret J. Kuper	412 NW 1051 <sup>st</sup> Rd. Center View, MO 64019
Linda Dill	308 Bermuda Great Bend, KS 67530
Kansas Estate Recovery Unit, Designee of the Kansas Department of Health and Environment	Kansas Attorney General 120 SW 10 <sup>th</sup> Avenue 2 <sup>nd</sup> Floor Topeka, KS 66612