

NOV 25 2014

CONSERVATION DIVISION  
WICHITA, KS

STATE OF KANSAS, KANSAS CORPORATION COMMISSION,  
OIL & GAS CONSERVATION DIVISION

IN THE MATTER OF: )

Protestant, James D. Howell, Jr. as Co-Trustee)  
of the Nellie J. Howell irrevocable Trust, )

) Docket No. E-32,071

**PROTEST TO APPLICATION FOR INJECTION WELLS AND PROTEST TO  
ISSUANCE OF A PERMIT FOR FIVE INJECTION WELLS**

COMES NOW, Protestant, James D. Howell, Jr., as Co-Trustee of the Nellie J. Howell irrevocable Trust, and asks the Kansas Corporation Commission to deny the application of Triple T. Oil, LLC, for injection wells and to deny the issuance of permits to Triple T. Oil LLC, for five (5) injection wells. Protestant states as follows:

Facts

1. On November 1, 2014, Protestant received notice of an Application for Injection Well by Operator, Triple T. Oil, LLC, for a Newly Drilled Well located in the, "SW/4 of the Sec. 18 Twp. 16S R.24E," Miami County, Well Number 1-1.

2. Protestant is a resident of Miami County, KS, address 26789 Block Road, Paola, Kansas 66071

3. Protestant holds legal title to real property located in Section 19, Township 16 South, Range 24 (hereinafter "the Trust's Property), and the Trust's Real Property is located within one-half mile of the proposed injection well. See Exhibit "A."

4. This Protest is timely filed. It is filed within 15 days of the November 5, 2014 newspaper publication and within 30 days of November 1, 2014.

4. Protestant has a direct and substantial interest in this proceeding, because a grant of the application for Triple T. Oil's injection wells will pollute the water resources of the state of Kansas.

5. An aquifer is located on the Trust's Property. This aquifer has been in use for over one-hundred and twenty years (120). Previous owners of the Trust's Property had a hand-laid rock well, using the aquifer for drinking and irrigation. Presently, on the Trust's Property, there are numerous surface water springs, which are fed by the aquifer. Further, there are spring fed lakes on the Trust's Property, also sourced by the aquifer, and these lakes are home to a varied population of fish, and are the water source for deer, raccoon, turkey, geese, doves, and muskrats. Presently the Trust uses this aquifer for irrigation of its crops. In 2001, the Trust's family farm was awarded the, "Kansas Bankers Award for soil and water conservation." The local cub scouts frequently camp and fish on the Trust's Property. The Trust seeks to preserve the pure water resource of the Trust's property for the children and grandchildren of the beneficiaries of the Trust.

6. Triple T Oil's injection wells will contaminate the Trust's aquifer. Triple T. Oil operates numerous wells in Miami County, Section 19, Township 16 South, Range 24, and with the proposed injection wells, Section 18, Township 16 South, Range 24, Triple T. Oil's closet well is located within 500 feet of the Trust's Property.

#### Arguments and Authorities

7. The Conservation Division is empowered to investigate and promulgate rules designed to protect the waters of Kansas as its most valued yet

abused natural resource. To carry out this mandate the Division requires all applicants to complete a detailed questionnaire before granting a permit. Triple T. Oil failed to complete its application, and as such, it should be denied.

8. On November 1, 2014, Protestant was served with an Application for Injection Well, Section 18, Township 16, Range 24.

9. Triple T. Oil's application is deficient and should be denied. The application is deficient for the following reasons:

a. The Application for Injection Well states, "All blanks must be Filled." However, Triple T. Oil failed to fill in many blanks on its Application for Injection Well.

b. The Application for Injection Well states, "See Attached," in response to naming any "Offset Operators, Unleased Mineral Owners and Landowners acreage." However, nothing is attached to the Application for Injection Well.

c. Triple T. Oil's application failed to plat the following in its application: "application injection well, all producing wells, inactive wells, plugged wells, and other wells within one-half mile radius, all lease boundaries, lease operators, unleased mineral rights owners, well numbers, and producing wells producing formation tops." Triple T. Oil's application states "See Attached," but there is no Plat attached and Protestant's attempts to obtain this information from Triple T. Oil have proved fruitless.

d. Triple T. Oil's Application for Injection Well stated it was inapplicable whether any water wells were within one mile of pit. However, the Trust's water well is within one (1) mile.

e. Triple T. Oil also failed to answer the question, as to what is the depth of the shallowest water? The answer to this question is critical to protecting the aquifer. If Triple T. Oil does not know the depth of the underground water, how can it promise to protect the groundwater? For this reason alone its application should be denied.

10. The information asked for in the Application for Injection Well is critical in order for the Conservation Division to evaluate and protect the usable water of the State of Kansas, and Triple T. Oil's failure to provide this information in its application should result in its denial.

11. The reason Injection Wells threaten the Trust's aquifer is explained in Kansas Bar Journal article, The Safe Drinking Water Act and the Petroleum Industry: An Overview of the Kansas Underground Injection Control Program, Volume 51. This article explains that brine can migrate into drinking water strata from fractures in geological confining layers. Pollution of water can occur when an abandoned well (that has never been filled in) taps the same confined strata as a safe well, and pressure forces the polluted liquid from the abandoned well into the aquifer. Injection wells cause pressure which dissolves salt in the strata resulting in sinkholes. The Kansas Bar Journal article explains Kansas has the dubious National distinction of generating the most barrels of brine to a barrel of oil, with 25 barrels of brine to 1 barrel oil.

12. Under Kansas law, Triple T. Oil's Application for Injection Well must prove that their injection will not endanger the underground sources of drinking water, and they must prove their injection will stay in their proposed zone. See K.A.R. 82-2-407, 82-2-508, 82-3-401. Triple T. Oil's Application failed to do this.

13. Protestant knows that Town Oil Company has existing oil wells on the Weavers property located in Miami County in the Northwest Quarter of Section 19, Township 16, Range 24, and these wells are not shown in Triple T. Oil's application.

14. Triple T. Oil's proposal to dispose of brine by dumping it into a disposal well is the least expensive option, but it is not the safest for preservation of the Trust's aquifer. It is suggested in K.S.A. 55-1003 other methods of disposal should be used.

15. Triple T. Oil has not performed any of the following tests to ensure Protestant that the Trust's aquifer would not be pierced by the toxic pressurized production of salt water, Triple T. Oil has not performed a stem test, has not taken geological samples, has not taken cores, and Triple T. Oil's application failed to answer the question whether hydraulic fracturing information was submitted to the chemical disclosure registry. However, Triple T. Oil did state that its Well was not perfect yet.

16. On September 19, 2014 fifteen (15) Intent to Drill permits were granted for Section 19, Township 16, Range 24, yet the Application for Injection Well provided to Protestant is for Section 18:

WHEREFORE, Protestant prays the Conservation Division of the Kansas Corporation Commission conduct an investigation and hold a hearing relative to

the Application for Five Injection Wells filed by Triple T. Oil. Further, in the interim Protestant prays that granting of permits to Triple T. Oil, relative to this case, be held in abeyance. Further, Protestant prays that following a hearing the permits and applications of Triple T. Oil be denied. In the alternative, if the Commission fails to deny the applications and permits of Triple T. Oil, Protestant would ask the Commission to require Triple T. Oil, instead of injection, to contain the brines within an on site container that would be transported and disposed of by a certified operator.

By:   
James D. Howell, Jr. co-trustee

**VERIFICATION**

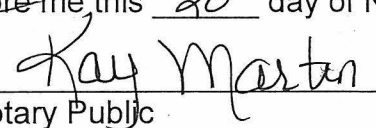
STATE OF KANSAS       )  
                                  ) SS.:  
COUNTY OF JOHNSON   )

James D. Howell, Jr. co-trustee, of the Nellie J. Howell irrevocable trust, is of lawful age, being first duly sworn, upon his oath, deposes and states:

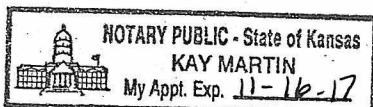
That James D. Howell, Jr. co-trustee, of the Nellie J. Howell irrevocable trust is the Protestant above-named; that he has read the foregoing and is familiar with the contents thereof and that all of the statements therein made are true.

  
James D. Howell, Jr. co-trustee

Subscribed and sworn to before me this 20 day of November 2014.

  
Notary Public

My appointment expires: 11-16-17



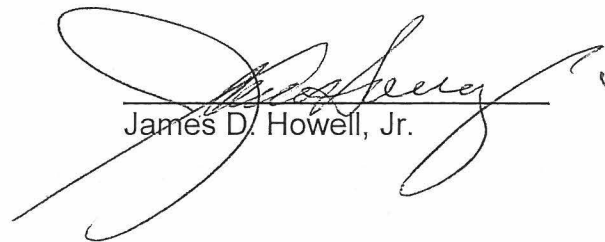
## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the above and foregoing was deposited in the United States Mail, first class, postage prepaid, November 20, 2014, addressed to:

KCC- Conservation Division  
226 North Main, Suite 220  
Wichita, KS 67202-1513

And

Triple T Oil, LLC  
PO Box 339  
Louisburg, KS 66053



James D. Howell, Jr.

# KANSAS WARRANTY DEED

This indenture, made this 20th day of December A.D., one thousand nine hundred ninety by and between James D. Howell Jr. and Nell J. Howell Husband and Wife of Miami County, in the State of Kansas of the first part, and

James D. Howell Jr. and Nellie J. Howell Co-Trustees of the Nellie J. Howell Trust under agreement dated December 19, 1990 of Miami County, in the State of Kansas of the second part,

Witnesseth: That said parties of the first part, in consideration of the sum of one dollar and other valuable consideration the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said parties of the second part, their successors and assigns all the following described real estate, situated in the County of Miami and State of Kansas, to-wit:

South half of the Southwest fractional Quarter of Section 19, Township 16 South, Range 24 containing 97 acres, more or less

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said James D. Howell Jr. and Nell J. Howell for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said parties of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever: and that they will warrant and forever defend the same unto the said parties of the second part, their successor and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

In witness whereof, the said parties of the first part have hereunto set their hand the day and year first above written.

James D. Howell Jr. Husband

Nell J. Howell Wife

STATE OF KANSAS "No. 272"  
MIAMI COUNTY  
THIS INSTRUMENT WAS FILED FOR RECORD  
ON THE 20th DAY OF DECEMBER A.D.  
1990 AT 12:00 O'CLOCK P.M. AND  
RECORDED IN BOOK 349 OF INSTRUMENTS  
PAGE 114  
Linda Chaffin  
Notary Public  
Fees: \$4.00, Bx 76, Paid

State of Kansas County of Miami S.S.

Be it remembered, that on this 20th day of December A.D. 1990 before me, the undersigned, a Notary Public in and for said County and State, came James D. Howell Jr. and Nell J. Howell husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My appointment expires:

November 19, 1993

Dorothy L. Chancellor  
Notary Public  
Dorothy L. Chancellor

EXHIBIT

A



# KANSAS WARRANTY DEED

This indenture, made this 20th day of December A.D., one thousand nine hundred ninety by and between James D. Howell and Nellie J. Howell Husband and Wife of Miami County, in the State of Kansas of the first part, and James D. Howell Jr. and Nellie J. Howell Co-Trustees of the Nellie J. Howell Trust under agreement dated December 19, 1990 of Miami County, in the State of Kansas of the second part, Witnesseth: that said parties of the first part, in consideration of the sum of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said parties of the second part, their successors and assigns, all the following described real estate, situated in the County of Miami and State of Kansas, to wit:

TRACT 2: the north half of the southwest fractional quarter of Section 19, Township 16, Range 24 in Miami County Kansas INCLUDING TWO (2) acres in the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 19, Township 16 South, Range 24 East, more particularly described as: Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 19, Township 16 South, Range 24 East as the point of beginning, thence East along the South boundary line of said quarter-quarter Section a distance of 416 feet, thence North parallel with the West Section line 208 feet, thence West parallel with the South boundary line of said quarter-quarter Section 416 feet, more or less, to the West boundary line of said Section, thence 208 feet South, more or less, to a point of beginning.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said James D. Howell and Nellie J. Howell for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said parties of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever. and that they will warrant and forever defend the same unto the said parties of the second part, their successors and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

In witness whereof, the said parties of the first part have hereunto set their hand the day and year first above written.

James D. Howell Husband  
Nellie J. Howell Wife

State of Kansas County of Miami S.S.

Be it remembered, that on this 20th day of December A.D. 1990 before me, the undersigned, a Notary Public in and for said County and State, came James D. Howell and Nellie J. Howell husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

STATE OF KANSAS "No. 273"  
MIAMI COUNTY

THIS INSTRUMENT WAS FILED FOR RECORD  
ON THE 20 DAY OF Dec. A.D.  
1990 AT 10:00 O'CLOCK A.M. AND  
RECORDED IN BOOK 349 OF DEEDS  
PAGE 467  
Linda M. Baithem  
Notary Public  
Fees REGISTER OF DEEDS 6.00

KANSAS WARRANTY DEED

This indenture, made this 20th day of December A.D., one thousand nine hundred ninety by and between James D. Howell and Nellie J. Howell Husband and Wife of Miami County, in the State of Kansas of the first part, and

James D. Howell Jr. and Nellie J. Howell Co-Trustees of the Nellie J. Howell Trust under agreement dated December 19, 1990 of Miami County, in the State of Kansas of the second part,

Witnesseth: That said parties of the first part, in consideration of the sum of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said parties of the second part, their successors and assigns, all the following described real estate, situated in the County of Miami and State of Kansas, to-wit:

TRACT NO.3: Beginning 107 rods South of the Northeast corner of the northwest fractional quarter of Section 19, Township 16, Range 24, thence south 53 rods to the southeast corner of said quarter section, thence west 195 rods, thence north 53 rods, thence east 195 rods to the place of beginning, containing 64½ acres more or less, and being a part of the northwest fractional quarter of Section 19, Township 16, Range 24, in Miami County, Kansas

TRACT NO.4: Beginning at a point 66 rods South of the Northeast corner of the Northwest Fractional Quarter of Section 19, Township 16, Range 24 thence South 41 rods, thence West 195 rods to the West line of said quarter section, thence North 41 rods, thence East 195 rods, to the place of beginning, containing 50 acres more or less, and being part of the Northwest Fractional Quarter of Section 19, Township 16, Range 24, in Miami County, Kansas.

To have and to hold the same, together with all and singular the tenements, hereditments and appurtenances thereunto belonging or in any wise appertaining, forever. And said James D. Howell and Nellie J. Howell for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said parties of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular, the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever: and that they will warrant and forever defend the same unto the said parties of the second part, their successors and assigns against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

In witness whereof, the said parties of the first part have hereunto set their hand the day and year first above written.

James D. Howell Husband

Nellie J. Howell Wife

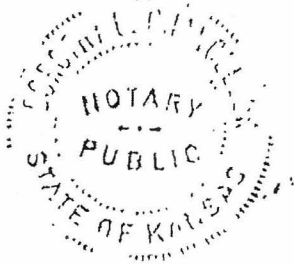
Be it remembered, that on this 20th day of December A.D. 1990 before me, the undersigned, a Notary Public in and for said County and State, came James D. Howell and Nellie J. Howell husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

my appointment expires:

November 19, 1993

Dorothy L. Chancellor  
Notary Public  
Dorothy L. Chancellor



STATE OF KANSAS "No. 271" 17  
MIAMI COUNTY

THIS INSTRUMENT WAS FILED FOR RECORD  
ON THE 20th DAY OF Dec. A.D.  
1990 AT 3:59 O'CLOCK P.M. AND  
RECORDED IN BOOK 349 OF Deeds  
PAGE 84

Linda Van Hatten  
Held REGISTER OF DEEDS 8.00

Index: Pt 4, Box 76  
Paul, Hs. 66071