

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
July 2014

Form must be Typed  
Form must be Signed  
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,  
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project:  Yes  No  
Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

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

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ R.  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from  N /  S Line of Section

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

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

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Oil / Gas Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit permit # \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by

Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit

permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_

Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_



KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # \_\_\_\_\_

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Well Location:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

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

**Surface Owner Information:**

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_

D & J Investments  
PO Box 107  
El Dorado, KS 67042

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, **John A. Brickley**, Trustee of the Donald E. Brickley and Jean B. Brickley Revocable Trust Dated June 8, 2007, hereinafter referred to as Assignor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby assign unto **Craylor, LLC**, hereinafter referred to as Assignee, all of the Assignor's right title and working and royalty interests in the following Oil and Gas Leases:

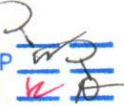
- Brewer Lease:** The Northwest Quarter (NW/4) of Section 33 Township 26 South Range 6 East Butler County, Kansas.  
Book 244 at page 418, Records of Butler County, Kansas  
(KDOR # 101788)
- Chinn Lease:** All of the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 16, lying West of the center line of the river, in Township 27 South, Range 4 East Butler County, Kansas, and the South Half of the Southwest Quarter (S/2 SW/4) of said Section 16 lying South and West of the Whitewater River.  
Book 351 at page 506, Records of Butler County, Kansas  
(KDOR # 113943)
- Claassen Lease:** The Southwest Quarter (SW/4) and the Northwest Quarter of the Southeast Quarter (NW/4 SE/4), containing 200 acres more or less, of Section 6 Township 24 South Range 5 East Butler County, Kansas.  
Book 173 at page 198, Records of Butler County, Kansas  
(KDOR # 101806)
- Loomis A Lease:** The North Half of the Northeast Quarter (N/2 NE/4) of Section 21 Township 27 South Range 4 East Butler County, Kansas.  
Book 125 at page 58, Records of Butler County, Kansas  
(KDOR # 133493)
- Loomis B Lease:** The South Half of the Southeast Quarter (S/2 SE/4) of Section 16 Township 27 South Range 4 East Butler County, Kansas.  
Book 345 at page 342, Records of Butler County, Kansas  
(KDOR# 133494)
- Parry Lease:** The Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 16 Township 27 South Range 4 East Butler County, Kansas.  
Book 348 at page 80, Records of Butler County, Kansas  
(KDOR # 133809)

together with the rights incident thereto and like undivided interests in the personal property located thereon, appurtenant thereto, or used or obtained in connection with the development and operations thereof.

The interest in the above leases assigned hereunder is subject to all the terms and provisions of said lease and its proportionate parts of all burdens contained therein.

This Assignment is made subject to and shall bear its proportionate part of any and all overriding royalty interests of record.

REC  
COMP  
NUM



BUTLER COUNTY, KS  
REGISTER OF DEEDS  
Marcia McCoy

**Book: 2018 Page: 5049**

Receipt #: 128049  
Pages Recorded: 2

Total Fees: \$38.00

**Date Recorded: 7/2/2018 2:49:47 PM**

This Assignment is made without warranty of title, either expressed or implied.

Assignor herein hereby directs any purchaser of oil and/or gas to make direct payment to Assignee herein without further execution of transfer orders or division orders by said Assignor.

This Assignment shall be effective as of July 1, 2018 at 12:00am.

Executed this 28<sup>th</sup> day of June, 2018.

*John A. Brickley*  
\_\_\_\_\_  
**John A. Brickley**, Trustee of the Donald E. Brickley and Jean B. Brickley Revocable Trust  
Dated June 8, 2007, on behalf of said trust.

STATE OF Kansas,  
COUNTY OF Butter ) SS

On this 28<sup>th</sup> day of June, 2018 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared **John A. Brickley**, Trustee of the Donald E. Brickley and Jean B. Brickley Revocable Trust Dated June 8, 2007, on behalf of said trust, to me known to be the identical persons who subscribed their names to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

*Brandi Starr*  
\_\_\_\_\_  
Notary Public



**AGREEMENT OF THE BENEFICIARIES AS TO OIL AND GAS  
INTERESTS HELD BY THE DONALD E. BRICKLEY AND  
JEAN B. BRICKLEY REVOCABLE TRUST, DATED JUNE 8, 2007**

THIS AGREEMENT is entered into as of the date of full-execution of this Agreement

BETWEEN:

**JOHN A. BRICKLEY**, son of Donald E. and Jean B. Brickley, the Settlers of the Donald E. Brickley and Jean B. Brickley Revocable Trust, dated June 8, 2007 ("the Trust"), a Trustee and Beneficiary ("Trustee" and "Beneficiary");

**JAN L. THOMPSON**, daughter of Donald E. and Jean B. Brickley, the Settlers of the Trust, and beneficiary of the Trust ("Beneficiary");

**KAY L. TAYLOR**, daughter of Donald E. and Jean B. Brickley, the Settlers of the Trust, and beneficiary of the Trust ("Beneficiary");

**MEGAN CROSLEY**, daughter of Gay A. Crosley, the daughter of Donald E. and Jean B. Brickley, the Settlers of the Trust, and beneficiary of the Trust ("Beneficiary");

**ALISHA CROSLEY**, daughter of Gay A. Crosley, the daughter of Donald E. and Jean B. Brickley, the Settlers of the Trust, and beneficiary of the Trust ("Beneficiary");

**JADON CROSLEY**, son of Gay A. Crosley, the daughter of Donald E. and Jean B. Brickley, the Settlers of the Trust, and beneficiary of the Trust ("Beneficiary"); and

**STEVE CROSLEY**, widower of Gay A. Crosley, the daughter of Donald E. and Jean B. Brickley, the Settlers of the Trust, and legal guardian of Jadon Crosley.

RECITALS:

A. The Trustee currently serves as Trustee of the Trust, pursuant to Article 3.1 of the Trust.

B. The Trustee and Beneficiaries are the holders of all the Trust assets and currently the sole beneficiaries of the Trust and have agreed to distribute any and all oil and gas interests held by the Trust, rather than to be distributed at a later time to the Brickley Mineral Trust, as provided for in Article 2.2(D), as agreed upon below.

NOW THEREFORE, in consideration of the premises and the respective rights and obligations set out herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Oil & Gas Interests**

"Oil and Gas interests" means all of the oil and gas interests of the Trust of every kind and nature whatsoever, including, but not limited to, royalty, overriding royalty, leasehold interests, interests in wells, and mineral interest.

**1.2 Time of Essence**

Time shall be of the essence of this Agreement.

**1.3 Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

**1.4 Successors and Assigns**

This Agreement shall inure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns.

**1.5 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

**ARTICLE 2  
OIL AND GAS INTERESTS**

**2.1 Distribution of the Oil and Gas Interests of the Trust**

The Trustee and Beneficiaries hereby agree that, after fully understanding and contemplating the effect of this Agreement, the Trustee on behalf of the Trust shall distribute and assign the oil and gas interests held by the Trust. The Trustee and Beneficiaries agree that by the execution of this Agreement, all parties are in agreement with the distribution of the oil and gas interests held by the Trust, and therefore foregoing later distribution of the oil and gas interests to a yet to be created Brickley Mineral Trust.

The Trustee and Beneficiaries agree that the distribution/assignment shall be as follows:

**A. Craylor, LLC Assignment**

- a. For the benefit of Kay L. Taylor, Megan Crosley, Alisha Crosley and Jadon Crosley
- b. Leases operated by Taylor Oil Co.
- c. Leases: Loomis A, Loomis B, Parry, Claassen, Brewer and Chinn

**B. John A. Brickley Assignment**

- a. For the benefit of John A. Brickley and Jan L. Thompson
- b. Leases operated by Brickley Enterprises, LLC
- c. Leases: Cabeen, Seglem, Blakeman (North & South), Brissey, Harmon and Houston



## **2.2 Indemnification/Hold Harmless**

The Trustee and Beneficiaries agree to hold each other harmless and indemnify the other for any and all claims that may arise as a result of the assignment/distribution made in accordance with this Agreement. This Hold Harmless and Indemnification clause is made between the parties only in contemplation of any potential claims made that the oil and gas interests in the Trust should have been distributed to not yet formed Brickley Mineral Trust, rather than distributed and assigned as provided for in Section 2.1 of this Agreement.

## **ARTICLE 3 MISCELLANEOUS**

### **3.1 Care of Donald E. and Jean B. Brickley**

The Trustee and Beneficiaries agree that Craylor, LLC and John A. Brickley shall each pay \$3,500 per month (total of \$7,000) out of the revenues resulting from the assignments/distributions contemplated under Article 2.1, to Donald E. and Jean B. Brickley for their health, care, and maintenance ("care payments") until the survivor of Donald E. and Jean B. Brickley shall pass. The care payments shall be sent to PO Box 107, El Dorado, KS 67042. The Trustee and Beneficiaries agree that the health, care and maintenance needs of Donald E. and Jean B. Brickley shall be fully met until the survivor of Donald E. and Jean B. Brickley shall pass.

### **3.2 Further Assurances**

Each party hereby covenants and agrees that it will, from time to time and at all times hereafter, at the request of the Trustee, execute and deliver such further assurances, assignments, notices, releases, deeds, instruments and other documents and do all such further acts as may be reasonably required to fully perform, give effect to and carry out the provisions hereof.

### **3.3 Counterparts**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

///  
///  
///

IN WITNESS WHEREOF, John A. Brickley has executed this instrument this 28<sup>th</sup> day of June 2018.

John A. Brickley  
JOHN A. BRICKLEY, as Trustee of Donald E. Brickley and Jean B. Brickley Revocable Trust, and as beneficiary of the Donald E. Brickley and Jean B. Brickley Revocable Trust

STATE OF Kansas, COUNTY OF Butler ss:

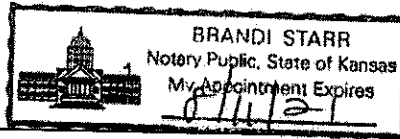
The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June 2018, by John A. Brickley who is personally known to me or who has produced identification as proof to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

My Commission Expires:

8/11/2021

Brandi Starr

NOTARY PUBLIC



IN WITNESS WHEREOF, Jan L. Thompson has executed this instrument this 19<sup>th</sup> day of June 2018.

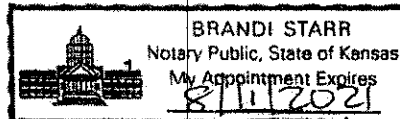
Jan L. Thompson  
JAN L. THOMPSON, as beneficiary of the Donald E. Brickley and Jean B. Brickley Revocable Trust

STATE OF Kansas, COUNTY OF Butler ss:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June 2018, by Jan L. Thompson who is personally known to me or who has produced identification as proof to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

My Commission Expires: 8/11/2021

Brandi Starr



NOTARY PUBLIC

IN WITNESS WHEREOF, Kay L. Taylor has executed this instrument this 27th day of June 2018.

Crosley LLC by Kay Taylor  
KAY L. TAYLOR, as beneficiary of  
the Donald E. Brickley and Jean B. Brickley Revocable Trust

STATE OF Kansas, COUNTY OF Butler) ss:

The foregoing instrument was acknowledged before me this 27th day of June 2018, by Kay L. Taylor who is personally known to me or who has produced identification as proof to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

My Commission Expires: 11-27-21

Christi Dutcher

NOTARY PUBLIC



IN WITNESS WHEREOF, Megan Crosley has executed this instrument this 27th day of June 2018.  
Crosley LLC by Megan Crosley

MEGAN CROSBY, as beneficiary of  
the Donald E. Brickley and Jean B. Brickley Revocable Trust

STATE OF Kansas, COUNTY OF BUTLER) ss:

The foregoing instrument was acknowledged before me this 27th day of JUNE 2018, by Megan Crosley who is personally known to me or who has produced identification as proof to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

My Commission Expires: 11-17-19

Laykin Veith  
NOTARY PUBLIC



IN WITNESS WHEREOF, Alisha Crosley has executed this instrument this 27th day of June 2018.

CRAWLOR LLC by Alisha Crosley  
ALISHA CROSLEY, as beneficiary of  
the Donald E. Brickley and Jean B. Brickley Revocable Trust

STATE OF Kansas, COUNTY OF Butler ) ss:

The foregoing instrument was acknowledged before me this 27th day of June 2018, by Alisha Crosley who is personally known to me or who has produced identification as proof to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

My Commission Expires: 11-27-21

Christi Dutcher

NOTARY PUBLIC



IN WITNESS WHEREOF, Jadon Crosley has executed this instrument this 28th day of June 2018.

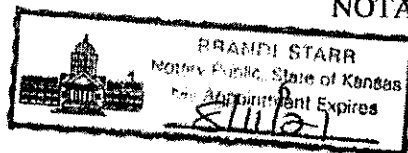
CRAWLOR LLC by Jadon Crosley  
JADON CROSLEY, as beneficiary of  
the Donald E. Brickley and Jean B. Brickley Revocable Trust

STATE OF Kansas, COUNTY OF Butler ) ss:

The foregoing instrument was acknowledged before me this 28th day of June 2018, by Jadon Crosley who is personally known to me or who has produced identification as proof to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

My Commission Expires: 8/11/2021

BRANDI STARR  
NOTARY PUBLIC



IN WITNESS WHEREOF, Steve Crosley has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

*Crosley, LLC by Steve Crosley*

STEVE CROSLEY, widower of Gay  
A. Crosley, the daughter of Donald E.  
and Jean B. Brickley, the Settlers of the  
Trust, and legal guardian of Jadon Crosley

STATE OF Kansas, COUNTY OF BUTLER ss:

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JUNE 2018, by Steve Crosley who is personally known to me or who has produced identification as proof to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

My Commission Expires: 11-17-19

*Laykin Veith*  
NOTARY PUBLIC

