

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

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**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: \_\_\_\_\_

## EXHIBIT "A"

The following described oil and gas leases:

### **ALICE BENJAMIN LEASE**

Dated: March 1, 1980  
Recorded: Book 12 O&G, Page 138  
Lessors: Alice Benjamin, a single person  
Lessee: Kent Drilling Company  
Description: S/2 NE/14, S/2 NW/4, Section 2, Township 21, Range 19, Anderson County, Kansas,

### **HOWARD BENJAMIN LEASE**

Dated: September 14, 2004  
Recorded: Book 20 of O&G, Page 108  
Lessors: John B. Wolken and Fern C. Wolken, husband and wife; Thomas L. Tush and Janice L. Tush, husband and wife; Julie L. Wight, a single person; and Gary D. Benjamin and Linda Benjamin, husband and wife  
Lessee: Roger Kent, d/b/a R. J. Enterprises  
Description: The Southwest Quarter (SW/4) of Section Two (2), Township Twenty-one (21), Range Nineteen (19);  
The Southeast Quarter (SE/4) of Section Three (3), Township Twenty-one (21) South, Range Nineteen (19) East of the Sixth Principal Meridian; and  
The East Half (E/2) of the Southwest Quarter (SW/4) of Section Three (3), Township Twenty-one (21) South, Range Nineteen (19) East of the Sixth Principal Meridian, less one (1) acre in a square form in the southwest corner thereof, all in Anderson County, Kansas,

### **GENE BENJAMIN LEASE**

Dated: August 5, 1981 (signed and notarized August 7, 1981)  
Recorded: Book 13 O&G, Page 60  
Lessors: Gene Benjamin, a single man  
Lessee: M. J. Kent  
Description: North Fractional 1/2 of Northwest Fractional 1/4, Section 2, Township 21, Range 19, Anderson County, Kansas,

### **ZASTROW LEASE**

Dated: March 20, 1980  
Recorded: Book 12 Oil & Gas, Page 41  
Lessors: Jerry Zastrow and Elizabeth Zastrow  
Lessee: Rantoul Energy Corp.  
Description: E $\frac{1}{2}$  NE $\frac{1}{4}$  less 1 $\frac{1}{2}$ A in SE COR and  $\frac{1}{2}$ A in SW COR in Section 14, Township 20, Range 20 and containing 78A more or less; E $\frac{1}{2}$  NW $\frac{1}{4}$  less 17A in Section 18, Township 20, Range 21 and containing 63A more or less; W $\frac{1}{2}$  NW $\frac{1}{4}$  and 20A in E $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 13, Township 20, Range 20, and containing 100A more or less; N $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 9, Township 20, Range 20, and containing 80A more or less; S $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 4, Township 20, Range 20, and containing 80A more or less, all in Anderson County, Kansas.

**CHISAM LEASE**

Dated: December 3, 1973

Recorded: Book 242 of Misc., Page 605

Lessors: James Chisam and Wanda Chisam

Lessee: Mason and Mason, a Partnership composed of Patricia J. Mason and Robert A. Mason

Description: East half (E/2) of Section 15, Township 19S, Range 22E, Miami County, Kansas

**ASSIGNMENT OF OIL AND GAS LEASE  
AND BILL OF SALE**

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KNOW ALL MEN BY THESE PRESENTS, that **Brant Energy, LLC**, a Kansas limited liability company, 962 Rock Creek Road, Pomona, Kansas 66076, hereinafter called "Assignor," for valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell convey, transfer, assign and deliver unto **Ballou Oil Well Service, LLC**, a Kansas limited liability company, P.O. Box 352, Osawatomie, KS 66064 hereinafter called "Assignee" (whether one or more), its successors and assigns, all of Assignor's right, title and interest in and to the following oil and gas lease and personal property:

(A) See Exhibit 'A'

and the leasehold estate and right, privileges and interests created by said leases subject to all the terms and conditions of said oil and gas lease and extensions thereof; AND

(B) All personal property, to include fixtures and improvements, currently located on the oil and gas lease described above in paragraph (A), and used or useable in connection with oil and gas exploration and production activities.

The Lease and Personal Property are collectively referred to as the "Assigned Property."

ASSIGNMENT TERMS:

1. **DISCLAIMER OF WARRANTY.** Assignor makes this assignment without any representation or warranty of any kind, and the assigned property is being assigned AS IS, WHERE IS and WITH ALL FAULTS. Assignee accepts the Assigned Property without warranty of any kind by Assignor. All express or implied warranties, specifically including the implied warranties of merchantability, and fitness for a particular purpose, merchantability of title and validity of the Leases are here by disclaimed.

2. **ASSUMPTION OF RESPONSIBILITY.** Assignors and Assignee do hereby stipulate and agree among themselves that all of the wells located upon the Leases are being assigned to Assignee and that no such wells have been abandoned by Assignors at the time of this Assignment. Assignee does hereby agree to accept all responsibility and liability for all of the Assigned Property from and after the date of this Assignment and shall indemnify and hold Assignors harmless from any, claim, damage, liability or responsibility for any of such wells or oil and gas equipment or the repair, restoration or remediation of the real property covered by the Leases from and after the date of this Assignment, whether or not such damage, event or liability accrued prior to the date of this assignment. Within 30 days after the effective date of this Assignment Assignee shall accept an assignment of operator responsibility for all wells located on the Leases by form T-1 Transfer filed with the Conservation Division of the Kansas Corporation Commission.

3. TRANSFER OF RIGHTS. To the extent transferable, Assignee is hereby granted the right of full substitution and subrogation in and to any and all rights and warranties which Assignor has or may have with respect to the Assigned Property conveyed herein of which Assignor has or may have against any and all preceding owners, vendors or warrantors. The Assigned Property shall include all right, title and interest which Assignor may have in and to the Leases or the real property covered thereby, including but not limited to, lease hold interests, rights of assignment or reassignment, fee interests, royalties or overriding royalties, contractual rights, regulatory authorities and permits or licenses, easements and rights-of-way.

4. FURTHER ASSURANCES. The parties agree to execute, acknowledge and deliver such other and further instruments or documents, and to take such other and further actions as may be reasonably necessary to carry out the provisions of this Assignment.

5. EFFECTIVE DATE. This Conveyance shall be effective as of February \_\_\_\_, 2020, at 12:01 a.m., central standard time.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, its successors, personal representatives, administrators, executors and assigns forever.

**Brant Energy, LLC**

By: \_\_\_\_\_  
Hunter Thompson      Managing Member

**ASSIGNOR**

**BALLOU OIL WELL SERVICE, LLC**

By: \_\_\_\_\_  
Terry Ballou      Managing Member

**ASSIGNEE**



STATE OF KANSAS, COUNTY OF \_\_\_\_\_, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 2020, by Hunter Thompson, Managing Member of **Brant Energy, LLC**, a Kansas limited liability company.

\_\_\_\_\_  
Notary Public

Appointment/Commission Expires:

STATE OF KANSAS, COUNTY OF \_\_\_\_\_, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 2020, by Terry Ballou, Managing Member of **Ballou Oil Well Service, LLC**, a Kansas limited liability company.

\_\_\_\_\_  
Notary Public

Appointment/Commission Expires:

ADDITIONAL SURFACE OWNER – HOWARD BENJAMIN LEASE

THOMAS & JANICE TUSH  
JULIE WIGHT  
220 W FIRST  
GARNETT, KS 66032

3. TRANSFER OF RIGHTS. To the extent transferable, Assignee is hereby granted the right of full substitution and subrogation in and to any and all rights and warranties which Assignor has or may have with respect to the Assigned Property conveyed herein of which Assignor has or may have against any and all preceding owners, vendors or warrantors. The Assigned Property shall include all right, title and interest which Assignor may have in and to the Leases or the real property covered thereby, including but not limited to, lease hold interests, rights of assignment or reassignment, fee interests, royalties or overriding royalties, contractual rights, regulatory authorities and permits or licenses, easements and rights-of-way.

4. FURTHER ASSURANCES. The parties agree to execute, acknowledge and deliver such other and further instruments or documents, and to take such other and further actions as may be reasonably necessary to carry out the provisions of this Assignment.

5. EFFECTIVE DATE. This Conveyance shall be effective as of February 10, 2020, at 12:01 a.m., central standard time.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, its successors, personal representatives, administrators, executors and assigns forever.

**BRANT ENERGY, LLC**

By:  \_\_\_\_\_  
Hunter Thompson      Managing Member

**ASSIGNOR**

**TERRY BALLOU, d/b/a BALLOU OIL WELL SERVICE**

By:  \_\_\_\_\_  
Terry Ballou      Sole Proprietor

**ASSIGNEE**