

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
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: _____

New Operator's Email: _____

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: _____

OIL AND GAS LEASE

Date Recorded: 3/4/2020 11:00:00 AM ✓

THIS AGREEMENT, entered into this the 27 day of January 2020, between Gary Hensley, a single person, hereinafter called Lessor, and Owens Oil Company, LLC, by Bryson Owens, hereinafter called Lessee, does witness:

1. That Lessor, for and in consideration of the sum of ten and no/100 dollars (\$10.00), in hand paid, and of the covenants and agreements hereinafter contained to be performed by the Lessee, has this day granted and leased and hereby grants, leases and lets unto the Lessee for the purpose of operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, thereon to produce, save, take care of and manufacture all of such substances, the following described tract of land in Woodson County, Kansas to-wit:

The South Half of the Northwest Quarter (S2 NW4) and the East Half of the Southwest Quarter (E2 SW4), Section Twenty Eight (28), Township Twenty-five (25) South, Range Seventeen (17) East of the 6th P.m., containing 160 acres more or less.

EXCEPT, for a portion of Section 28, Township 25 South, Range 17 East, Woodson County, Kansas, which has been granted an easement in perpetuity to the United States of America, specifically the Natural Resources Conservation Service, as of October 6, 2017, a copy of which is attached hereto.

2. This lease shall remain in force for a term of one (1) years from the date of execution, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them is produced.
3. The Lessor has the option to use natural gas for domestic purposes at his own expense, so long as it does not interfere with the oil production.
4. The Lessee shall deliver to the credit of the Lessor as royalty, free of cost, in the pipe line to which Lessee may connect its wells one-eighth (1/8) part of all oil produced and saved from the leased premises. No costs shall be deducted from Lessor's interest in production.
5. The Lessee shall pay Lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by Lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The Lessee shall pay the Lessor: (a) one-eighth (1/8) of the proceeds received by the Lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by Lessee off the leased premises for any purpose or used on the leased premises by the Lessee for purposes other than the development and operation thereof.
6. In case said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid to said Lessor only in the proportion which their interests bear to the whole and undivided fee.
7. The Lessee shall have the right to use free of cost, gas, oil and water found on

said land for its operations thereon. However, Lessee agrees that this clause shall not apply to surface waters located on the above described Land and that Lessee shall have no right to use said surface waters without first obtaining the written permission of Lessor.

8. If the estate of either party hereto is assigned, the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

9. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor agrees that the Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further acknowledges that oil and gas wells have previously been drilled by an entity other than the Lessee, and that Lessee is not responsible for the plugging and/or dismantling of such wells that he has not drilled himself.

11. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if Lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue as long as such operations are prosecuted, and, if production results therefrom, then as long as production continues.

12. If, upon, or after the expiration of the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall be incapable of producing, this lease shall not terminate provided Lessee resumes operations for drilling a well on the leased premises or on the consolidated gas leasehold estate within 120 days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as production continues.

13. It is contemplated and agreed by both Lessor and Lessee that this lease shall at all times and in all respects be subject to valid orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter hereof.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of said Lessor or Lessee and the Lessee has the specific right to assign this lease.

15. Lessor reserves all rights to grant, lease, mine and/or produce any minerals from said lands except interests in gas and oil and their constituent products herein leased to Lessee.

16. (a) Lessee agrees that it will comply with all regulations and statutes of all governmental entities having jurisdiction over compliance with environmental legislation.

(b) Lessee shall indemnify and hold Lessor harmless from any claims, damages, actions or causes of action from any environmental damage or contamination caused or contributed to by Lessee subsequent to the commencement of this lease.

17. Lessor shall have the right of first refusal to purchase the lease from Lessee prior to the Lessee's transfer of the lease. In said instance, Lessee shall give written notice

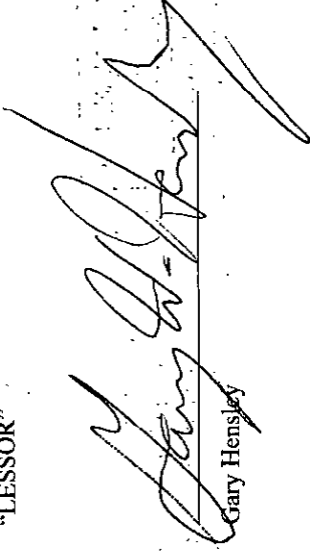
18. This oil and gas lease is subject to and will uphold all prior restrictions and prohibitions as stated in Warranty Easement Deed recorded October 10, 2017, Book D116, page 518, made between Gary Hensley and Jo Hensley and Steve Jiles, and the United States of America. This oil and gas lease also acknowledges as stated in the Warranty Easement Deed Part III (A)(13) ...any activities to be carried out on Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement is prohibited if such activities will alter, degrade, or otherwise diminish the functional value of the easement land.

19. This lease and all its terms, conditions and stipulations shall extend to and be binding on all of the heirs, administrators, executors, trustees, successors and assigns of the Lessor and Lessee.

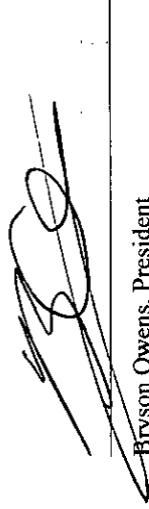
IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

"LESSOR"


Gary Hensley

"LESSEE"


Bryson Owens, President
Owens Oil Company, LLC

STATE OF KANSAS, COUNTY OF Dedgwick, ss:

Before me, the undersigned, a Notary Public, within and for said county and state, on this 24th day of January 2020, personally appeared Gary Hensley, who is personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



(Seal)



My Commission expires 10/19/22.

STATE OF KANSAS, COUNTY OF ALLEN, ss:

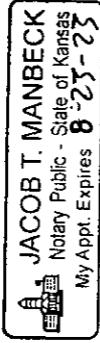
Before me, the undersigned, a Notary Public, within and for said county and state, on this 27 day of January 2020, personally appeared Bryson Owens, who is personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

(Seal)



Notary Public



HOODSON COUNTY REGISTER OF DEEDS.
Book: D116 Page: 518
Pages Recorded: 15 Recording Fee: \$214.00
Date Recorded: 10/10/2017 10:35:00 AM
✓

SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY.

GRANTOR: GARY HENSLEY AND JO HENSLEY, AND STEVE
JILES
GRANTEE: UNITED STATES OF AMERICA
DOCUMENT: WARRANTY EASEMENT DEED IN PERPETUITY
DATE: OCTOBER 6, 2017

LEGAL DESCRIPTION:

A portion of Section 28, Township 25 South, Range 17 East, Woodson County, Kansas

After recording mail to:
United States of America
Natural Resources Conservation Service
Attn: Lynn Thurlow
760 South Broadway
Salina, KS 67401-4604

U.S. Department of Agriculture NRCS-LTP-30 Natural Resources Conservation Service 07/2014

WARRANTY EASEMENT DEED IN PERPETUITY

AGRICULTURAL CONSERVATION EASEMENT PROGRAM WETLAND RESERVE EASEMENT EASEMENT NO. 54-6215-16-01KL3

THIS WARRANTY EASEMENT DEED is made by and between Gary Hensley and Jo Hensley, husband and wife and Steve Jiles, a single person (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA and its assigns, (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties".

The United States of America is acquiring this property by and through the Commodity Credit Corporation (CCC) and the acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the Easement Area.

Authority. This easement deed acquisition is authorized by Subtitle H of Title XII of the Food Security Act of 1985, as amended, for the Agricultural Conservation Easement Program - Wetland Reserve Easement.

NOW THEREFORE, for and in consideration of the terms of this mutual obligations and benefits recited herein to each party and the sum of Two hundred seventy-nine thousand, one hundred eighty-four Dollars (\$279,184), paid to Grantor(s), the receipt of which is hereby acknowledged, Grantor (s) hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, (Grantee), in perpetuity, the lands comprising the Easement Area described in Part I and appurtenant rights of access to the Easement Area, but reserving to the Landowner only those rights, title, and interest in the lands comprising the Easement Area expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Grantor(s), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the Easement Area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the Easement Area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the Easement Area, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the Easement Area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses may include use of hunting or observation blinds that will accommodate no more than four people and are temporary, non-permanent and easily assembled, disassembled and moved without heavy equipment. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the Easement Area, provided that any drilling or mining activities are to be located outside the boundaries of the Easement Area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.
- F. Water rights and water uses. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this Easement Deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this Easement, including the following:

A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the Easement Area:

1. haying, mowing, or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. accumulating or dumping refuse, wastes, sewage, or other debris;
4. harvesting wood or sod products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the Easement Area by any means, except as specifically set forth in EXHIBIT D, if applicable;
7. building, placing, or allowing to be placed structures on, under, or over the Easement Area; except for individual semi-permanent hunting or observation blinds for undeveloped recreational uses the external dimensions of which will be no more than 80 square feet and 8 feet in height, with the number, locations, and features of blinds approved by NRCS under Part IV;
8. planting or harvesting any crop;
9. grazing or allowing livestock on the Easement Area;
10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
11. use of the Easement Area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the Easement Area; and
13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area if such activities will alter, degrade, or otherwise diminish the functional value of the Easement Area.

- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the Easement Area are prohibited on the Easement Area, easement boundary, or on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area.
- D. Restoration. The Landowner shall allow the restoration and management activities NRCS deems necessary for the Easement Area.
- E. Access Maintenance. The Landowner is responsible to maintain any non-public portions of the access route described in Exhibit B such that the access route can be traversed by a standard four-wheel all-terrain vehicle at least annually.
- F. Use of water for easement purposes. The Landowner shall use water for easement purposes as set for in EXHIBIT D, which is appended to and made a part of this Easement Deed, if applicable.
- G. Protection of water rights and water uses. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- H. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- I. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the Easement Area.
- J. Survival. Irrelevant of any violations by the Landowner of the terms of this Easement Deed, this easement survives and runs with the land for its duration.
- K. Subsequent Conveyances. The Landowner agrees to notify NRCS in writing of the names and addresses of any party to whom the property subject to this Easement Deed is to be transferred at or prior to the time the transfer is consummated.
Landowner and its successors and assigns shall specifically refer to this Easement Deed in any subsequent lease, deed, or other instrument by which any interest in the property is conveyed.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the temporary use of the Easement Area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use. Compatible use authorizations do not vest any rights in the Landowner and can be revoked by NRCS at any time.

PART V. Rights of the United States. The rights of the United States include:

- A. Management activities. The United States has the right to enter the Easement Area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the Easement Area. The United States may apply to or impound additional waters, in accordance with State water law, on the Easement Area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the Easement Area over the Landowner's property, whether or not the property is adjacent or appurtenant to the Easement Area, for the exercise of any of the rights of the United States under this Easement Deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.
To the extent practical, the United States shall utilize the access identified in EXHIBIT B. The United States may, in its discretion, conduct maintenance activities on the access route identified in Exhibit B to obtain physical access to the Easement Area for the exercise of any of the rights of the United States under this Easement Deed.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this Easement Deed to any Federal or State agencies authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify, subordinate, exchange, or terminate this easement under Subtitle H of Title XII of the Food Security Act of 1985 is reserved to the Secretary of Agriculture in accordance with applicable

law. If the United States at some future time acquires the underlying fee title in the property, the interest conveyed by this Easement Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

D. Violations and Remedies - Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this Easement Deed constitute things of value to the United States and this Easement Deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this Easement Deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the Easement Area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this Easement Deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this Easement Deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the Easement Area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this Easement Deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this Easement Deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Agricultural Conservation Easement Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and

community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, noncompliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Easement Area. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on, beneath, near or from the Easement Area...

D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Easement Area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, local or municipal laws, including all Environmental Laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the Easement Area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the Easement Area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this Easement Deed.

Dated this 3rd day of October, 2017.

Landowner(s): [Signature]
Gary Hensley

ACKNOWLEDGMENT

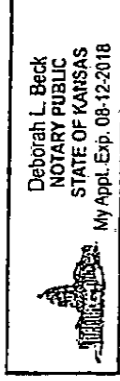
STATE OF Kansas

COUNTY OF Sedgwick

On this 3rd day of October, 2017, before me, the undersigned, a Notary Public in and for said State personally appeared Gary Hensley, husband of Jo Hensley, known or proved to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that Gary Hensley executed the same as his free act and deed.

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

Notary Public for the State of Kansas
Residing at Wichita, Kansas
My Commission Expires 8/12/2018
Deborah L. Beck



Dated this 3 day of October, 2017.

Landowner(s): Jo Hensley
Jo Hensley

ACKNOWLEDGMENT

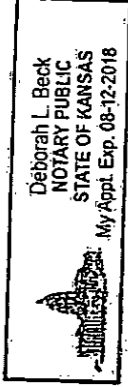
STATE OF Kansas
COUNTY OF Sedgwick

On this 3rd day of October, 2017, before me, the undersigned, a Notary Public in and for said State personally appeared Jo Hensley, wife of Gary Hensley, known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Jo Hensley executed the same as her free act and deed.

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

Notary Public for the State of Kansas
Residing at Wichita, Kansas
My Commission Expires 8/12/2018

Deborah B. Beck



Dated this 10 day of 2, 2017

Landowner(s): Steve M. Jiles
Steve Jiles

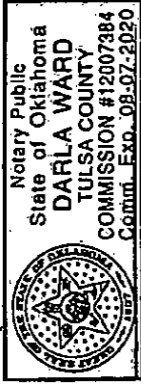
ACKNOWLEDGMENT

STATE OF Oklahoma

COUNTY OF Jules

On this 2 day of October, 2017, before me, the undersigned, a Notary Public in and for said State personally appeared Steve Jiles, a single person, known or proved to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged that Steve Jiles executed the same as his free act and deed.

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



Notary Public for the State of Oklahoma
Residing at 401 E Broadway SS OE 74106
My Commission Expires 08-07-2020
Darla Ward

ACCEPTANCE BY GRANTEE:

I, Eric B. Banks, State Conservationist, being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Warranty Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 4th day of October, 2017

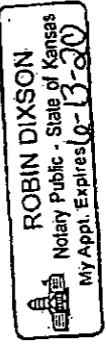
Eric B. Banks
ERIC B. BANKS
State Conservationist

ACKNOWLEDGMENT

STATE OF Kansas
COUNTY OF Saline
On this 4th day of October, 2017, before me, the undersigned, a Notary Public in and for said State personally appeared ERIC BANKS, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that: _____ executed the same as _____ free act and deed.

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

Notary Public for the State of Kansas
Residing at 1333 W Crawford
Salina, KS
Expires 10-13-20 My Commission [Signature]
Notary Public [Signature]



This instrument was drafted by the Office of General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.
Title _____

NONDISCRIMINATION STATEMENT:
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiologic, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD).
USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT
The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

EXHIBIT A:**DESCRIPTION OF NRCS CONSERVATION EASEMENT:**

NRCS Agreement No. ACEP-WRE-5462151601KL3 on lands of Gary Hensley, Jo Hensley & Steve Jiles prepared for USDA-Natural Resources Conservation Service.

DESCRIPTION:

Commencing at the West Quarter Corner of Section 28, Township 25 South, Range 17 East, Woodson County, Kansas; thence with the South line of the Northwest Quarter of said section North 88 degrees 21 minutes 55 seconds East, 33.00 feet to the Point of Beginning; thence departing from said line North 01 degrees 35 minutes 50 seconds West, 1268.40 feet; thence North 88 degrees 16 minutes 25 seconds East, 779.12 feet; thence South 48 degrees 50 minutes 07 seconds East, 406.62 feet; thence South 67 degrees 45 minutes 58 seconds East, 300.00 feet; thence North 20 degrees 14 minutes 09 seconds East, 130.18 feet; thence South 61 degrees 34 minutes 02 seconds East, 295.53 feet; thence South 69 degrees 54 minutes 49 seconds East, 268.90 feet; thence North 84 degrees 57 minutes 19 seconds East, 165.87 feet; thence South 51 degrees 17 minutes 37 seconds East, 198.50 feet; thence North 80 degrees 45 minutes 39 seconds East, 376.90 feet to a point on the East line of the Northwest Quarter of said Section 28; thence along said line South 01 degrees 46 minutes 44 seconds East, 676.46 feet to the center of Section 28; thence along the East line of the Southwest Quarter of said Section 28, South 01 degrees 25 minutes 45 seconds East, 2633.27 feet to the Southeast corner of the Southwest Quarter of said Section 28; thence along the South line of the Southwest Quarter of said Section 28, South 88 degrees 13 minutes 05 seconds West, 962.08 feet to the East bank of Owl Creek; thence departing from said line and along the East bank of Owl Creek the following courses and distances: North 20 degrees 42 minutes 06 seconds East, 196.96 feet; thence North 00 degrees 49 minutes 43 seconds West, 160.39 feet; thence North 15 degrees 58 minutes 16 seconds West, 259.22 feet; thence North 32 degrees 09 minutes 21 seconds West, 267.17 feet; thence North 73 degrees 30 minutes 21 seconds West, 237.12 feet to the intersection of the Northeastern bank of Owl Creek and the West line of the East Half of the Southwest Quarter of Section 28; thence departing from the bank of Owl Creek and along the West line of the East Half of the Southwest Quarter, North 01 degrees 30 minutes 48 seconds West, 1738.10 feet to the Northeast corner of the West Half of the Southwest Quarter; thence along the North line of the West Half of the Southwest Quarter, South 88 degrees 21 minutes 55 seconds West, 1282.93 feet to the Point of Beginning.

The above described tract of land contains 130.46 acres, more or less, and is subject to all recorded and unrecorded easements, restrictions and right-of-ways.

EXHIBIT B:**ACCESS EASEMENT NO. 1:**

Commencing at the Northwest Corner of Section 28, Township 25 South, Range 17 East, Woodson County, Kansas; thence with the West line of the Northwest Quarter of said Section 28, South 01 degrees 35 minutes 50 seconds East, 1318.35 feet to the North line of the South Half of the Northwest Quarter of said Section 28, said point being the Point of Beginning for Access Easement

No. 1; thence along said line North 88 degrees 16 minutes 25 seconds East, 831.65 feet; thence departing from said line South 48 degrees 50 minutes 07 seconds East, 417.93 feet; thence South 67 degrees 45 minutes 58 seconds East, 289.92 feet; thence South 20 degrees 14 minutes 09 seconds West, 50.03 feet; thence North 67 degrees 45 minutes 58 seconds West, 300.00 feet; thence North 48 degrees 50 minutes 07 seconds West, 406.62 feet; thence South 88 degrees 16 minutes 25 seconds West, 812.12 feet to a point on the West line of the Northwest Quarter of said Section 28; thence along said line North 01 degrees 35 minutes 50 seconds West, 50.00 feet to the Point of Terminus for said Access Easement No. 1.

Plat of easement survey for ACEP-WRE Gary Hensley, Jo Hensley, and Steve Jiles parcel dated October 27, 2016, recorded in Book PC, page 142 on November 14, 2016 at the Woodson County, Kansas Register of Deeds.

Exemption #3

EXHIBIT C

No drilling or mining activities along with associated conveyance lines or electrical power lines are allowed within the boundaries of the specified easement area as described on Exhibit A.

All oil and gas leases that would impact the easement area are required to have the following statement included in the Oil and Gas Lease:

"This oil and gas lease is subject to and will uphold all prior restrictions and prohibitions as stated in Warranty Easement Deed recorded (*insert date*) Book (*insert book and page*) made between (*insert landowners name*) and the United States of America. This oil and gas lease also acknowledges as stated in the Warranty Easement Deed Part III (A)(13) ...any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement is prohibited if such activities will alter, degrade, or otherwise diminish the functional value of the easement land."

Any activities associated with the oil and gas lease, including drilling and mining activities, are to be located outside the boundaries of the easement area. The United States will hold the landowner liable for any damages to the easement area cause by oil and gas exploration activities on or adjacent to the easement if such activities alter or degrade the easement area.

EXHIBIT D

No water rights have been reserved to the landowner within the boundaries of the specified easement area as described on Exhibit A. Exhibit D does not reserve any water rights to the landowner on the easement area as part of the Warranty Easement Deed.

Steve Jiles
708 S Olympia Ave
Tulsa, OK 74127