

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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

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

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

Permit No.: _____. Recommended action: _____

permitted by No.: _____.

Date: _____

Date: _____

Authorized Signature

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	<i>Circle:</i> FEL/FWL		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A separate sheet may be attached if necessary.

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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 & GAS LEASE

THIS LEASE is made and entered into this 20th day of July, 2017, and is by and between **Barbara Y. Munoz, a single person, Larry D. Tebben and Michele R. Tebben, husband and wife, and Dallas A. Tebben and Carmelita D. Tebben, husband and wife,** all hereinafter called the "Lessors" and **OWENS OIL CO, LLC,** hereinafter called the "Lessee".

WITNESSETH:

- 1) Lessors, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements herein contained, hereby grant, demise, lease and let exclusively unto the Lessee the lands hereafter described for the purposes of prospecting, exploring by geophysical and other methods, drilling, operating for producing oil and gas, or both, and the constituents thereof, including coal bed methane gas, together with the right and easement to construct, operate, repair, maintain and remove pipelines, telephone, power and electric lines tanks, ponds, roadways, plants, equipment and the subsurface strata and any and all other rights, privileges necessary, incident to or convenient for the economical operation of the lands alone or conjointly with neighboring lands for these purposes, the following described land (all hereinafter called the "land" or individually by the Tract number noted below), in Woodson County, Kansas, to wit:

Tract #1 - containing for rental payment purposes 260 acres, more or less, and owned by Barbara Y. Munoz, Larry D. Tebben and Michele R. Tebben, and Dallas A. Tebben and Carmelita D. Tebben:

The South Half of the Southeast Quarter of the Southeast Quarter (S1/2 SE1/4 SE1/4) in Section Twenty (20), Township Twenty-five (25) South, Range Seventeen (17) East of the Sixth (6th) P.M.;

The Northeast Quarter (NE1/4) in Section Twenty-nine (29), Township Twenty-five (25) South, Range Seventeen (17) East of the Sixth (6th) P.M.;

The East Half of the Northwest Quarter (E1/2 NW1/4) in Section Thirty-two (32), Township Twenty-five (25) South, Range Seventeen (17) East of the Sixth (6th) P.M.

Tract #2 - containing for rental payment purposes 80 acres, more or less, and owned by Larry D. Tebben and Michele R. Tebben:

The East Half of the Southeast Quarter (E1/2 SE1/4) in Section Twenty-nine (29), Township Twenty-five (25) South, Range Seventeen (17) East of the Sixth (6th) P.M.

Tract #3 - containing for rental payment purposes 80 acres, more or less, and owned by Larry D. Tebben and Michele R. Tebben, and Dallas A. Tebben and Carmelita D. Tebben:

The West Half of the Southeast Quarter (W1/2 SE1/4) in Section Twenty-nine (29), Township Twenty-five (25) South, Range Seventeen (17) East of the Sixth (6th) P.M.

- 2) Subject to the other provisions herein contained, this lease shall be for a term of two (2) years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking operations are conducted thereon.
- 3) The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessors into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of products therefrom, one eighth of the market value at the well of the product sold or

used. On product sold at the well, the royalty shall be one eighth of the net proceeds realized from such sale. All royalties paid on gas sold or used off the premises or in the manufacture of products therefrom will be paid after deducting from such royalty Lessors' proportionate amount of all post production costs, including but not limited to gross production and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression and processing. Lessee shall have free use of oil, gas and water produced from said land for purposes of developing and producing oil and gas pursuant to this Lease, except water from Lessors' wells, streams, lakes, and ponds for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

- 4) If the Lessors own a lesser interest in the above described land or any Tract than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to Lessors only in the proportion which Lessors' interest bears to the whole and undivided fee.
- 5) OMITTED
- 6) Lessee shall have the right at any time without Lessors' consent to surrender all or any portion of said land and be relieved of all obligations as to the acreage surrendered, Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said lands including the right to draw and remove all casing. When required by Lessors, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessors' consent. The Lessee agrees to promptly pay to the owner thereof any damages to growing crops, or improvements, caused by or resulting from any operations of Lessee.
- 7) The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division of ownership of said land, rentals or royalties, however accomplished, shall operate to enlarge the obligation or diminish the rights of Lessee. No change in the ownership of said land, or any interest therein shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payments by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
- 8) In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of any force majeure or "Act of God" including but not limited to storms, floods, strike, riots and governmental restrictions, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on, or from producing oil or gas or other hydrocarbons from the leased premises; and the time while Lessee is so prevented shall not be counted against the Lessee, anything in this lease to the contrary notwithstanding, and, if such cause shall extend within 90 days of the end of the primary term, this lease shall be extended for 90 days after the cessation of such cause and as long thereafter as there are operations on or production from the lease or lands pooled therewith.
- 9) Lessors hereby warrants and agrees to defend title to the lands and interests herein described, but if the interest of Lessors covered by this lease is expressly stated to be less than the entire fee or mineral estate, Lessors' Warranty shall be limited to the interest so stated. Lessors further warrants that the lands hereby leased are not subject to any valid prior oil and gas leases. Lessee shall have the right at any time to pay for Lessors, any mortgage, taxes or other lien on said lands, in the event of default of payment by Lessors and then be subrogated to the rights of the holder thereof. Any such payments made by Lessee for Lessors may be deducted from any amounts of money which may become due Lessors under this lease.
- 10) It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.
- 11) All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns. This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.
- 12) Additional Terms:
 - a) Owners' interests in the land (numbers are rounded):

Tract #1 - Barbara Y. Munoz (undivided 1/3), Larry D. Tebben and Michele R. Tebben (undivided 1/3), and Dallas A. Tebben and Carmelita D. Tebben (undivided 1/3); contains for rental payment purposes 260 acres, more or less, and comprises approximately 61.9% of the total land leased; the owners of Tract #1 shall be entitled to 61.9% of the Lessors' royalty described in section 3) above.

Tract #2 - Larry D. Tebben and Michele R. Tebben; contains for rental payment purposes 80 acres, more or less, and comprises approximately 19.05% of the total land leased; the owners of Tract #2 shall be entitled to 19.05% of the Lessors' royalty described in section 3) above.

Tract #3 - Larry D. Tebben and Michele R. Tebben (undivided 1/2), and Dallas A. Tebben and Carmelita D. Tebben (undivided 1/2); contains for rental payment purposes 80 acres, more or less, and comprises approximately 19.05% of the total land leased; the owners of Tract #3 shall be entitled to 19.05% of the Lessors' royalty described in section 3) above.

b) Royalties payable to the Lessors for oil or gas produced from wells on any of the land shall be divided as follows (numbers are rounded):

20.63%	(.02579 net revenue interest)	to Barbara Y. Munoz, or her successors;
49.21%	(.06151 net revenue interest)	to Larry D. Tebben and Michele R. Tebben, or their successors; and
30.16%	(.0377 net revenue interest)	to Dallas A. Tebben and Carmelita D. Tebben, or their successors.
-----	-----	
100%	.125	

c) Any payments to the Lessors for damage to the land shall be payable to the owner or owners of the Tract that suffered the damage.

d) Each Lessor warrants title only for the respective Tract(s) and interest(s) owned by such Lessor.

e) Lessee agrees to assume responsibility for all existing oil and gas wells, and oil and gas equipment, including pipelines, storage tanks, gun barrels, and other oil and gas materials, located on the land, and Lessee agrees to (i) promptly evaluate the condition of such items within 6 months after the date of this Lease and clean up any water or oil leaks and land affected thereby, (ii) cause all wells to be brought into production, placed on temporary abandonment (TA) status with the KCC, or plugged within 12 months after the date of this Lease, and (iii) cause all unused old oil and gas equipment to be placed into use or removed from the land within 12 months after the date of this Lease. Lessee agrees that no well shall remain on TA status with the KCC for more than 2 consecutive years.

f) Lessee is responsible for clearing title of any old oil and gas leases on the land, and Lessors agree to cooperate with such action by Lessee.

g) Lessee agrees to provide Lessors with the name and telephone number of Lessee's representative who is responsible for day-to-day lease operations.

h) Lessee agrees to consult with Lessors about the location of any new wells, roads, pipeline and electric line routes, and storage tanks.

i) Lessee is responsible for any damages caused by its operations, including damages to growing crops, pastures and hay meadows, waterways and terraces, fences and structures.

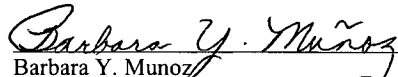
j) Lessee agrees to maintain lease roads and keep the same free of large ruts.

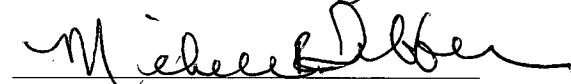
k) Lessee agrees to bury all pipelines upon request of Lessors, and electric lines will either be buried or strung on poles high enough that farm equipment and machinery can pass beneath such lines.


l) If Lessors have cattle or livestock on the land, or any part thereof, then upon request of Lessors, Lessee agrees to place fences or cattle panels around wells and any temporary storage pits.


IN WITNESS WHEREOF, this instrument has been executed by the parties effective the date first above written.

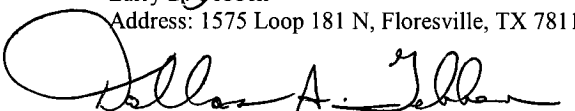
LESSORS SIGNATURES:


 Barbara Y. Munoz
 Address: 2323 S. Upland Hills Street, Wichita, KS 67235


 Michele R. Tebben
 Address: 1575 Loop 181 N, Floresville, TX 78114


 Carmelita D. Tebben
 Address: 1739 Rd. D, Emporia, KS 66801


 Larry D. Tebben
 Address: 1575 Loop 181 N, Floresville, TX 78114


 Dallas A. Tebben
 Address: 1739 Rd. D, Emporia, KS 66801

LESSEE SIGNATURE:

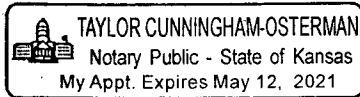
OWENS OIL CO., LLC

by _____
name
title

STATE OF KANSAS, COUNTY OF Sedgwick

Before me, the undersigned, a Notary Public, within and for said County and State, on this 7th day of August, 2017, personally appeared **Barbara Y. Munoz** to me personally known to be the identical person who executed the within and foregoing instrument and such person acknowledged the execution of the same.

My commission expires:

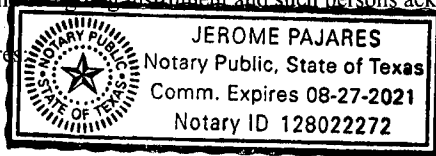


Taylor Cunningham Osterman
Notary Public
print name: Taylor Cunningham Osterman

STATE OF TEXAS, COUNTY OF TRAVIS:

Before me, the undersigned, a Notary Public, within and for said County and State, on this 18TH day of SEPTEMBER, 2017, personally appeared **Larry D. Tebben and Michele R. Tebben** and to me personally known to be the identical persons who executed the within and foregoing instrument and such persons acknowledged the execution of the same.

My commission expires:

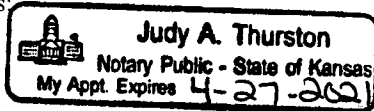


Jerome Pajares
Notary Public
print name: _____

STATE OF KANSAS, COUNTY OF Lyon:

Before me, the undersigned, a Notary Public, within and for said County and State, on this 01 day of August, 2017, personally appeared **Dallas A. Tebben and Carmelita D. Tebben** and to me personally known to be the identical persons who executed the within and foregoing instrument and such persons acknowledged the execution of the same.

My commission expires:



Judy A. Thurston
Notary Public
print name: Judy A Thurston

STATE OF KANSAS, COUNTY OF _____:

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 2017, personally appeared _____ [name], _____ [title] of **Owens Oil Co., LLC**, to me personally known to be the identical person who executed the within and foregoing instrument for and on behalf of said limited liability company and such person acknowledged the execution of the same.

My commission expires:

Notary Public
print name: _____

TEBBEN LEASE

Land owners:

MUNOZ, BARBARA Y
2323 S Upland Hills St
St Wichita, KS 67235

TEBBEN, DALLAS A
1739 Road D Emporia Ks 66801
Emporia, KS 66801

TEBBEN, LARRY
D4315 Perry-O-Lane Austin Tx 78745
Austin, TX 78745