

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

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: \_\_\_\_\_

**AGREEMENT FOR SALE OF MINERAL INTEREST  
AND OIL AND GAS LEASE**

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of <sup>January 2021</sup>~~December~~, 2020, by and between YOCHAM OIL COMPANY, hereinafter referred to as "Seller", and BRODY DEAN, hereinafter referred to as "Purchaser".

FOR AND IN CONSIDERATION of the full and complete payment of the purchase price for the following described mineral interest, oil and gas lease and equipment associated therewith and the mutual promises and agreements herein set forth, the parties agree as follows:

**OIL LEASE  
DESCRIPTION**

1. Seller agrees to sell and Purchaser agrees to purchase:
  - A. All of Seller's interest in and to the oil and gas and other minerals in and under and that may be produced from the following described real estate, to-wit:

Commencing at a point 63 feet North of the center of Section 5, Township 32, Range 17, Montgomery County, Kansas, thence Northerly along the West line of the NE/4 of said Section 5, to the NW corner of said NE/4 thence East along the North line of said Section, 42 rods, thence South to a point 20 feet South of the South and East bank of Cherry Creek, thence Southwesterly parallel to and 20 feet from the East and South bank of Cherry Creek, to a point 2438 feet South 86 degrees 20' West of a point on the East line of said Section, 2644  $\frac{3}{4}$  feet North of the Southeast corner of said Section 5, thence Westerly to the place of beginning; All in Montgomery County, Kansas.

- B. All of the Seller's working interest, in the following described oil and gas lease, to-wit:

An oil and gas lease dated December 20, 1990 between Mary Lue Gaddy, a single person, as Lessor and Loraine Cleaver as Lessee, recorded in Book 109 of Oil at Page 340 in the office of the Register of Deeds of Montgomery County, Kansas, covering the following described real estate, to-wit:

Commencing at a point 63 feet North of the center of Section 5, Township 32, Range 17, Montgomery County, Kansas, thence Northerly along the West line of the NE/4 of said Section 5, to the NW corner of said NE/4, thence East along the North line of said Section, 42 rods, thence South to a point 20 feet South of the South and East bank of Cherry Creek, thence Southwesterly parallel to and 20 feet from the East and South

**AGREEMENT FOR PURCHASE  
OF OIL AND GAS LEASE**

bank of Cherry Creek, to a point 2438 feet South 86 degrees 20' West of a point on the East line of said Section, 2644  $\frac{3}{4}$  feet North of the Southeast corner of said Section 5, thence Westerly to the place of beginning; All in Montgomery County, Kansas;

together with all equipment and personal property used therewith.

PURCHASE PRICE

2. The purchase price for the above-described mineral interest and oil and gas lease shall be NINE THOUSAND DOLLARS (\$9,000.00) payable in full at closing.

REPRESENTATION

3. Except for any claims that Purchaser may have regarding the mineral interest and oil and gas lease. Seller represents that it is the owner of the above described mineral interest and oil and gas lease, and that the same is free and clear of any liens, charges or encumbrances. Seller does not warrant the condition of the lease, which shall be sold "as is" in its present existing condition.

PROOF OF MARKETABLE TITLE

4. It shall be the responsibility of the Purchaser to conduct any title search and satisfy himself of the condition of title held by Seller. The parties acknowledge that the Purchaser is the owner of the real estate described in paragraph 1 A and B above and that the intent of this agreement is to vest title in the subject mineral interest and oil and gas lease in the purchase in order that he will hold and own the mineral interest and oil and gas leasehold interest, along with title to the surface estate of the subject property.

POSSESSION

5. Possession shall be delivered to Purchaser at closing.

TRANSITION MATTERS

6. Purchaser shall have the right to all oil that is in storage tanks on date of closing and thereafter. The parties acknowledge that the electrical meter has been disconnected prior to closing. Purchaser represents that he has a valid operator's license with the Kansas Corporation Commission and shall be responsible for preparing and filing with the Kansas Corporation Commission Oil and Gas Conservation Division the change of operator Form T-1 to transfer the operator of the lease and wells thereon to Purchaser. The change of operator form and T-1's shall be executed and filed contemporaneous with closing.

**AGREEMENT FOR PURCHASE  
OF OIL AND GAS LEASE**

CLOSING

7. This contract shall be closed on or before January 22, 2021, unless the parties agree to a later date in writing. At closing, Seller shall execute and deliver to Purchaser a Mineral Deed conveying all of the mineral interest held by Seller and assign to Purchaser the above-described oil and gas lease together with all lease equipment.

DEFAULT

8. Time is of the essence of this agreement. In the event either party fails to comply with any of the terms of this agreement, then this agreement shall, at the option of the nondefaulting party, become null and void, and all rights of the defaulting party hereunder shall terminate. If the nondefaulting party does not exercise this option to terminate this agreement, he may require specific performance and also exercise any other legal rights and remedies available under Kansas law.

RIGHT OF ASSIGNMENT

9. Purchaser shall have the right to assign his interest in this Agreement to a third party or entity in order to complete the requirements contained in this Agreement. Any assignment shall leave the Purchaser responsible for the assignee complying with and completing Purchaser's obligations under this Agreement.

BINDING EFFECT

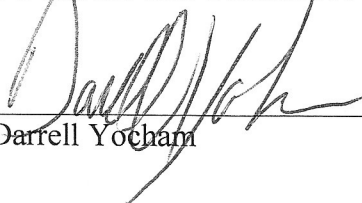
10. The terms and provisions of this agreement shall extend to and become binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Seller and Purchaser have executed this agreement the day and year first above written.

SELLER:

PURCHASER:

YOCHAM OIL COMPANY

  
\_\_\_\_\_  
Darrell Yocham

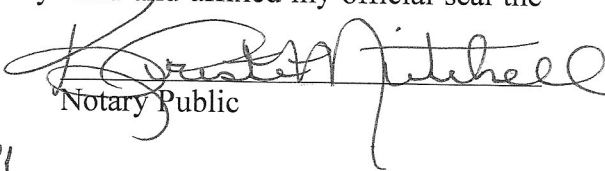
  
\_\_\_\_\_  
Brody Dean

**AGREEMENT FOR PURCHASE  
OF OIL AND GAS LEASE**

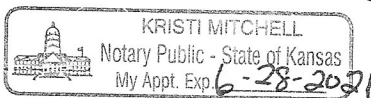
STATE OF Kansas, COUNTY OF Neosho, SS:

BE IT REMEMBERED, that on this 19<sup>th</sup> day of ~~December~~ <sup>January</sup>, ~~2020~~ <sup>2021</sup>, before me, the undersigned, a Notary Public in and for the said county and state, came Darrell Yocham of Yocham Oil Company, to me personally known to be the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same.

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

  
Notary Public

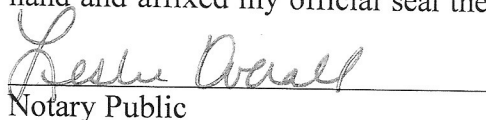
My appointment expires:



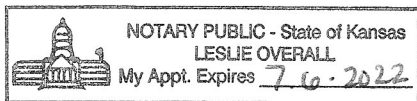
STATE OF KANSAS, COUNTY OF Montgomery, SS:

BE IT REMEMBERED, that on this 11 day of ~~December~~ <sup>January</sup>, ~~2020~~ <sup>21</sup>, before me, the undersigned, a Notary Public in and for the said county and state, came Brody Dean to me personally known to be the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same.

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

  
Notary Public

My appointment expires: 7-6-2022



**AGREEMENT**

This Agreement is entered into by and between Brody Dean and Harper Oil Company is as follows:

Brody Dean recently acquired from Yocham Oil Company the Oil and Gas Lease and the

Mineral Interest as it applies to the following described property:

An oil and gas lease dated December 20, 1990 between Mary Lue Gaddy, a single person, as Lessor and Loraine Cleaver as Lessee, recorded in Book 109 of Oil at Page 340 in the office of the Register of Deeds of Montgomery County, Kansas, covering the following described real estate, to-wit: Commencing at a point 63 feet North of the center of Section 5, Township 32, Range 17, Montgomery County, Kansas, thence Northerly along the West line of the NE/4 of said Section 5, to the NW corner of said NE/4, thence East along the North line of said Section 42 rods, thence South to a point 20 feet South of the South and east bank of Cherry Creek, thence Southwesterly parallel to and 20 feet from the East and South bank of Cherry Creek, to a point 2438 feet South 86 degrees 20' West of a point on the East line of said Section 2644 ¾ feet North of the Southeast corner of said Section 5, thence Westerly to the place of beginning; all in Montgomery County, Kansas.

Brody Dean does not hold a Kansas Corporation Commission Conservation Division (KCC) Operator's License and therefore has made arrangements with Harper Oil Company, KCC Operator's License no. 31106 to be the operator upon the Oil and Gas Lease.

Harper Oil Company agrees to have the wells upon this lease transferred pursuant to the KCC T-1 process and accepts responsibility as the recipient of these wells.

Brody Dean and Jay Harper agree to consult with one another regarding the future operation of the Oil and Gas Lease and the appointment of income and expenses relating thereto.

The parties have entered into this Agreement effective upon the transfer of the wells through the T-1 process to Harper Oil Company.

Harper Oil Company

\_\_\_\_\_  
Brody Dean  
Date:\_\_\_\_\_

\_\_\_\_\_  
By: Jay Harper, President  
Date:\_\_\_\_\_