

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 2021

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 (see Chapter 55 of the Kansas Statutes Annotated), 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 OPERATOR'S CONTRACT

This agreement is made between TB Trust (Client) and Contractors: Ballou Oil Service and MJT Enterprises (Contractors).

The Contractors agree to perform the following: Assume the Operations of the following leases:

Stephens – S7/T16S/R21E Franklin County  
Chambers – S19/T16S/R21E Franklin County  
Slavin – S19/T16S/R21E Franklin County  
Fleming – S21/T16S/R21E Franklin County  
Pennington – S5/T17S/R21E Franklin County  
Eneihen – S5/T17S/R21E Franklin County  
Compton – S36/T16S/R21E Miami County  
Beets – S31/T16S/R22E Miami County  
Cook – S31/T16S/R22E Miami County  
Bourquin – S31/T16S/R22E Miami County  
Meining – S15/T17S/R22E Miami County  
Frackowiak – S16/T17S/R22E Miami County  
Obermeier – S16/T17S/R22E Miami County

The Client will be responsible for all expenses related to the operation of these leases.

The Contractors agrees to carry a minimum of \$1,000,000 of liability insurance.

The Client and the Contractors have the right to terminate this agreement at anytime providing 90 days written notice.


The Contractors must retain an Oil and Gas Operators License with the State of Kansas  
Ballou Oil Service License #6251 *Franklin County leases*  
MJT Enterprise's License #30304 *Miami County leases*

This agreement represents the entire agreement between the parties.

Client Signature  Date 5-16-22

Client Signature  Date 5/16/22

Contractor Signature  Date 5-16-22

Contractor Signature  Date 5/16/22



2022-02254

KATIE FORCK

MIAMI COUNTY REGISTER OF DEEDS  
RECORDED: 05/03/2022 01:20:15 PM  
TOTAL FEES: 89.00 MTG AMOUNT: 0.00  
PAGES: 5 RECEIPT: 4026606

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

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KNOW ALL MEN BY THESE PRESENTS, that **KJC ENTERPRISES, LLC**, a Kansas limited liability company; **SPOON CREEK ENERGY, INC.**, a Kansas corporation; and **WESTWIND PRODUCTION, LLC d/b/a WEST WIND PRODUCTION**, a Kansas limited liability company, P.O. Box 250, Ottawa, KS 66067, hereinafter called "Assignor," for valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell convey, transfer, assign and deliver unto **TERRY BALLOU**, P.O. Box 261, Osawatomie, KS 66064 and **MICHAEL TAYLOR**, 37411 John Brown Hwy., Osawatomie, KS 66064, hereinafter called "Assignee" (whether one or more), its successors and assigns, all of Assignor's working 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 Lease 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 Lease 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 Lease 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





Lease 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 Lease by form T-1 Transfer filed with the Conservation Division of the Kansas Corporation Commission.

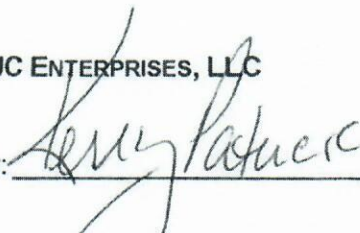
3. TRANSFER OF RIGHTS. To the extent transferable, Assignee is hereby granted the right of full substitution and subrogation in and to any and all rights and warranties which Assignor has or may have with respect to the Assigned Property conveyed herein of which Assignor has or may have against any and all preceding owners, vendors or warrantors. The Assigned Property shall include all right, title and interest which Assignor may have in and to the Lease 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 ~~March~~ <sup>April 29</sup>, 2022, 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.

KJC ENTERPRISES, LLC

By: 

TERRY BALLOU

By: 

SPOON CREEK ENERGY, INC.

By: 

MICHAEL TAYLOR

By: 

ASSIGNEE

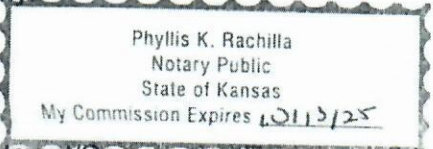
WESTWIND PRODUCTION, LLC d/b/a  
WEST WIND PRODUCTION

By: 

ASSIGNOR

STATE OF KANSAS, COUNTY OF Johnson, ss:

This instrument was acknowledged before me on the 5 day of <sup>April</sup> ~~March~~, 2022, by Kerry Patrick, Owner of KJC ENTERPRISES, LLC, a Kansas limited liability company.



[Signature]  
Notary Public

Appointment/Commission Expires: 12/13/2025

STATE OF KANSAS, COUNTY OF FRANKLIN, ss:

This instrument was acknowledged before me on the 13 day of <sup>April</sup> ~~March~~, 2022, by Homer Baker, President of SPOON CREEK ENERGY, INC., a Kansas corporation.



[Signature]

Notary Public

Appointment/Commission Expires:

STATE OF KANSAS, COUNTY OF FRANKLIN, ss:

This instrument was acknowledged before me on the 13 day of <sup>April</sup> ~~March~~, 2022, by Elizabeth Rausch, Member of WESTWIND PRODUCTION, LLC d/b/a WEST WIND PRODUCTION, a Kansas limited liability company.



[Signature]

Notary Public

Appointment/Commission Expires:

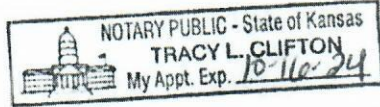
STATE OF KANSAS, COUNTY OF Franklin, ss:

This instrument was acknowledged before me on the 27<sup>th</sup> day of ~~March~~ <sup>April</sup>, 2022, by TERRY BALLOU.

*[Handwritten Signature]*

Notary Public

Appointment/Commission Expires:



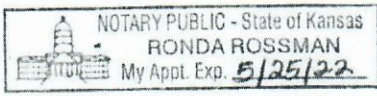
STATE OF KANSAS, COUNTY OF FRANKLIN, ss:

This instrument was acknowledged before me on the 13 day of ~~March~~ <sup>April</sup>, 2022, by MICHAEL TAYLOR.

*[Handwritten Signature]*

Notary Public

Appointment/Commission Expires:





## EXHIBIT A

### MEINIG LEASE

Dated: May 8, 2013

Recorded: Book 2013, Page 03968

Lessors: Donald Lee Meinig and Rose Irene Meinig, Trustees of the Donald Lee and Rose Irene Meinig Living Trust dated December 21, 2005

Lessee: Reusch Well Service, Inc. (1/3), Spoon Creek Energy, Inc. (1/3), and KJC Enterprises, LLC (1/3)

Description: Southwest Quarter of Section 15, Township 17, Range 22, Miami County, Kansas