

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

092815_Ewing.pdf

Form T-1
July 2014

Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check Applicable Boxes:

- ☒ Oil Lease: No. of Oil Wells 1 **
☐ 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: 9-28-15

KS Dept of Revenue Lease No.: 120014 ✓

Lease Name: Ewing

_____ - _____ - NW/4 Sec. 23 Twp. 22 R. 21 ☒ E ☐ W

Legal Description of Lease: 23-22-21E

NW/4
County: Linn

Production Zone(s): Burgess

Injection Zone(s): Burgess

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 OR ☐ Drilling

Past Operator's License No. 8952 Exp. 8/30/05

Contact Person: KCC WICHITA

Past Operator's Name & Address: C&E Prod

Phone: OCT 02 2015

Title: _____

Date: _____

Signature: New Lease **RECEIVED**

New Operator's License No. 3728/

Contact Person: Roger Kent

New Operator's Name & Address: R J Enterprises

Phone: 785-448-6995

22082 NE Neosho Rd

Oil / Gas Purchaser: _____

Garnett, KS 66032

Date: 9-28-15

Title: Owner/Operator

Signature: Roger Kent

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 10-16-15 PRODUCTION 10-19-15 UIC 10-19-15

Mail to: Past Operator _____ New Operator _____ District _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1
July 2014
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**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: ☐ C-1 (Intent) ☐ CB-1 (Cathodic Protection Borehole Intent) ☒ T-1 (Transfer) ☐ CP-1 (Plugging Application)

OPERATOR: License # 3728
Name: R J Enterprises dba Roger Kent
Address 1: 22082 NE Neosho Rd
Address 2: _____
City: Garnett State: KS Zip: 66032 + _____
Contact Person: Roger Kent
Phone: (785) 448-6995 Fax: (_____) _____
Email Address: _____

Well Location:
ne se nw Sec. 23 Twp. 22 S. R. 21 ☒ East ☐ West
County: linn
Lease Name: Ewing Well #: 2

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: Nancy Ewing
Address 1: 1297 West 700 Rd
Address 2: _____
City: Blue Mound State: KS Zip: 66010 + _____

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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: 9-28-15 Signature of Operator or Agent: Roger Kent Title: Owner/Operator



State of Kansas, Linn County, Ks, SS

Kristy Schmitz, Register of Deeds

Book: 454 Page: 321-325

Receipt #: 71849

Pages Recorded: 5

Recording Fee: \$24.00

Authorized By *Kristy Schmitz*

Date Recorded: 12/6/2013 11:40:00 AM

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 29th day of November, 2013, by and between NANCY EWING, a single person, party of the first part, hereinafter called lessor, and ROGER KENT d/b/a R J ENTERPRISES, party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One Dollar, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, building tanks, and placing other equipment thereon to produce, save and take care of said products, all those certain tracts of land situated in the County of LINN, State of Kansas, described as follows, to-wit:

The northwest quarter (^{NW} 1/4) of section 23, township 22, range 21 East of the Sixth Principal Meridian, containing 160 acres, more or less.

It is agreed that this lease shall remain in full force and effect for a term of one year from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee in paying quantities.

1. In consideration of the premises the said lessee covenants and agrees:
 - a. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
 - b. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for all gas

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- used off the premises, said payments to be made monthly and lessor to have gas free of cost from and such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.
- c. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline, one eighth (1/8) of the proceeds at the prevailing market rate, (but, as to gas sold by lessee, in no event more than one eighth (1/8) of the proceeds received by lessee from such sales), for the gas used, for the time during which gas shall be used, said payments to be made monthly
2. If 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 shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether it is signed by any of the other parties.
 3. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor, however, this water may be used only on this lease unless written permission is otherwise given by Lessors.
 4. All lines, including electric lines, shall be buried below plow depth.
 5. Lessee shall pay for damages caused by its operations to the growing crops on said land, to fences, terraces, and any real property damages. Lessee shall not drill on any tillable ground contained in this lease when there are growing or mature crops in the field where the drilling is to take place without first obtaining written permission to do so from Lessor.
 6. No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor.
 7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing, and upon removal of said equipment, lessee shall plug all wells thereon and restore the surface as provided by law.

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8. If the estate of either party hereto is assigned, and privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in this event this lease shall be assigned as to a part or as to parts of the above described lands and the assigns or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or and assignee thereof shall make due payments of said rentals.
9. If the leases premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area.
10. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessor, and be subrogated to the rights of the holder thereof.
11. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

WHEREOF, witness our hands as of the day and year first above written.

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WHEREOF, witness our hands as of the day and year first above written.

LESSOR:

Nancy Ewing
NANCY EWING

LESSEE:

Roger Kent

Roger Kent, d/b/a RJ Enterprises

STATE OF KANSAS)

) SS.

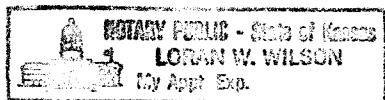
COUNTY OF LINN)

The forgoing instrument was acknowledged before me this 29th day of
NOVEMBER, 2013, by NANCY EWING

Term Expires: 3-8-2014

[Signature]

Notary Public



STATE OF KANSAS)

) SS:

COUNTY OF ANDERSON)

KCC WICHITA

OCT 02 2015

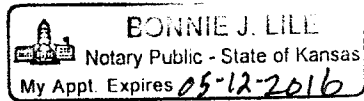
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The foregoing instrument was acknowledged before me this 27th day of November, 2013 by Roger Kent d/b/a R J Enterprises.

Term Expires: 05-12-2016

Bonnie J. Lile

Notary Public



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