KOLAR Document ID: 1646110

## 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:	1				
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:				
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:				
Gas Gathering System:	Lease Name:				
Saltwater Disposal Well - Permit No.:					
Spot Location:feet from N / S Line	SecTwpRE \[ V \]				
feet from E /W Line	Legal Description of Lease:				
Enhanced Recovery Project Permit No.:					
Entire Project: Yes No	County:				
Number of Injection Wells**	Production Zone(s):				
Field Name:	Injection Zone(s):				
** Side Two Must Be Completed.	injection Zene(e).				
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:				
	Date:				
Title:	Signature:				
New Operator's License No	Contact Person:				
New Operator's Name & Address:	Phone:				
· ·	Oil / Gas Purchaser:				
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	is acknowledged as				
the new operator and may continue to inject fluids as authorized by	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				
I					

KOLAR Document ID: 1646110

#### Side Two

#### 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)
		Circle: FSL/FNL	<i>Circle:</i> FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _	_	
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL _		
			FEL/FWL _		
			FEL/FWL		

A separate sheet may be attached if necessary.

<sup>\*</sup> 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.

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#### 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)
OPERATOR: License #	Well Location:
Name:	
Address 1:	<u> </u>
Address 2:	
City: State: Zip:+	
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	_
Email Address:	-
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	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
Address 2:	
City: State: Zip:+	_
	ank batteries, pipelines, and electrical lines. The locations shown on the plat I on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
I certify that, pursuant to the Kansas Surface Owner Notice provided the following to the surface owner(s) of the land Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am fix C-1 or Form CB-1, the plat(s) required by this form; and 3) many control of the cont	ce Act (see Chapter 55 of the Kansas Statutes Annotated), I have upon which the subject well is or will be located: 1) a copy of the iling in connection with this form; 2) if the form being filed is a Form by operator name, address, phone number, fax, and email address.  I acknowledge that, because I have not provided this information,
the KCC will be required to send this information to the surfa-	ace owner(s). To mitigate the additional cost of the KCC performing ddress of the surface owner by filling out the top section of this form
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CB-1, F	ng fee with this form. If the fee is not received with this form, the KSONA-1 P-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:

### ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS

COUNTY OF HAMILTON

#### KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated EFFECTIVE November1, 2019, is made from ELM III, LLC, an Oklahoma Limited Liability Corporation (the "Assignor"), to Weber's Water Service, LP, a Colorado Limited Partnership, whose mailing address is 13599 US 385, Sheridan Lake, CO 81071 (the "Assignee").

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns, effective for all purposes as of the Effective Time and subject to the matters set forth herein, the Assets.

- A. The wells specifically described in <u>Exhibit A</u> (the "<u>Wells</u>"), together with all water, injection and disposal wells on the Lands or on lands pooled, communitized or unitized therewith, whether shut-in or temporarily abandoned, and all personal property, equipment, fixtures, improvements, permits, water discharge permits, gathering lines, rights-of-way and easements located on the Lands or used in connection with the production, gathering, treatment, processing, storing, transportation, sale or disposal of Hydrocarbons or water produced from the properties and interests described in Section A above;
- C. The agreements relating to the properties and interests described in Section A above specifically attributable to said properties and interests, (the "Contracts") but excluding any contracts, agreements or instruments to the extent transfer would result in a violation of applicable law or is subject to a Required Consent that is not waived by Assignee or obtained or otherwise satisfied by Assignor.

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

Assignee hereby accepts the assignment of the Assets and hereby assumes, and agrees to defend, indemnify and hold harmless Assignor from and against, any and all Claims (as defined below) attributable to or resulting from the ownership or operation of the Assets, whether arising before or after the date of this Assignment. For purposes hereof, "Claims" means any and all demands, losses, liabilities, damages, obligations, expenses, fines, penalties, costs, claims, causes of action and judgments for: (a) breaches of contract; (b) loss or damage to property, injury to or death of persons (including illness and disease), and other tortious injury; (c) violations of applicable laws, rules, regulations, orders or any other legal right or duty actionable at law or equity; and (d) attorneys' fees, court costs, and other costs

resulting from the investigation or defense of any Claim described in the preceding clauses (a) through (c).

Nothing in this Assignment shall provide any benefit to any third party or entitle any thirty party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Assignment is executed by the parties on the date of their respective acknowledgments below and shall be effective June 1, 2022.

#### **ASSIGNOR:**

ELM III, LLC

Edward L. Markwell, III, President

**ASSIGNEE:** 

WEBER'S WATER SERVICE, LP

érome F. Weber,

## ACKNOWLEDGMENTS

STATE OF OKLAHOMA
The foregoing instrument was acknowledged before me this 27 day of June, 2022, by Edward L. Markwell, III, as President of ELM III, LLC, on behalf of said limited liability company.
WITNESS my hand and official seal.  Autumn L. Abundhu  Notary Public, State of Oklahoma  Printed Name: Autumn L. Abernathy  My Commission Expires: 12-16-2024  My Commission Expires: 12-16-2024
STATE OF COLORADO § COUNTY OF KIOWA §  The foregoing instrument was acknowledged before me this day of June, 2022, by Jerome F. Weber in his capacity as Press. dead of Weber's Water Service, LP on behalf of said limited partnership.
WITNESS my hand and official seal.  ZELPHA DEINES Notary Public, State of Colorado Printed Name: Zelpha Deines  My Commission Expires: 11/02/2023  ZELPHA DEINES Notary Public State of Colorado Notary ID # 20074041755 My Commission Expires 11-08-2023

## Exhibit "A"

# To that certain Assignment and Bill of Sale from ELM III, LLC, Seller to Weber Water Service, LP, Buyer, Effective June 1, 2022 located in Hamilton County, Kansas

Lessor: Ralph D. Monger and Esther Monger, H&W

Lessee: J. Fred Hambright Date: May 24, 1976

Book: 25 Page:

Legal Description:

13 Section 35-T24S-R41W, Hamilton County, Kansas

Monger SWD Section 35-T24S-R41W, API # 15-075-20275

· •1

Newton SWD SW1/4 SW1/4 & NE1/4 NE1/4 Section 32-T24S-R41W, API # 15-075-20562-0001