# 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:	ı			
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			
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 zone(s).			
Surface Pit Permit No.:	feet from N / S Line of Section			
(API No. if Drill Pit, WO or Haul)	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:			
Nov. On antaria Faraili				
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 a	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			
DIGITALIST	PROPULATION			
DISTRICT EPR I	PRODUCTION UIC			

#### Side Two

### Must Be Filed For All Wells

KDOR Lease No.:					
* Lease Name:			_ * Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Sec (i.e. FSL = Feet from		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	Circle: FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
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		FSL/FNL	FEL/FWL _		
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		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	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.

#### Side Two

### Must Be Filed For All Wells

KDOR Lease No.:					
* Lease Name:			_ * Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Sec (i.e. FSL = Feet from		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	Circle: FEL/FWL _		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	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.

### 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:	1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R East _ West
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	• • • • • • • • • • • • • • • • • • • •
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:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, ta are preliminary non-binding estimates. The locations may be entered  Select one of the following:   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 fill	nodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  The 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 ling 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) m	y operator name, address, phone number, fax, and email address.
the KCC will be required to send this information to the surfa	I acknowledge that, because I have not provided this information, 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 to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handlin form and the associated Form C-1, Form CB-1, Form T-1, or Form CP	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:

## **2022-05671**JAMIE S. HOMRIGHAUSEN

MIAMI COUNTY REGISTER OF DEEDS RECORDED: 12/02/2022 12:35:44 PM TOTAL FEES: 157.00 MTG AMOUNT: 0.00

PAGES: 9 RECEIPT: 4030010

**GRANTOR:** 

Diamond Star Oil, Inc.

**GRANTEE:** 

327th Farm, LLC

**DOCUMENT:** 

Conveyance, Assignment, and Bill of Sale

DATE:

December 2, 2022

**LEGAL DESCRIPTION:** 

Part of the SE Quarter of Section 30, Township 17,

Range 22, Miami County, Kansas

AFTER RECORDING MAIL TO: 327<sup>th</sup> Farm, LLC 7227 Metcalf Avenue, Suite 201 Overland Park, KS 66204 Attn: David Dyer

1947 (1944) 1945 (1945) 1945 (1946) 1945 (1946) 1945 (1946) 1946 (

STATE OF KANSAS §

COUNTY OF MIAMI §

### CONVEYANCE, ASSIGNMENT, AND BILL OF SALE

Effective Date: November 22, 2022

Grantor: DIAMOND STAR OIL, INC., a Kansas corporation

Grantee: 327<sup>th</sup> FARM, LLC, a Kansas limited liability company

Grantee's Mailing Address: 7227 Metcalf Avenue, Suite 201

Overland Park, Kansas 66204

Attn: David Dyer

**Consideration**: TEN and No/100 DOLLARS (\$10.00) cash in hand and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged.

### AFTER RECORDING, PLEASE RETURN TO GRANTEE

DIAMOND STAR OIL, INC., a Kansas corporation (hereinafter called "Grantor"), for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER unto 327<sup>th</sup> FARM, LLC, a Kansas limited liability company (hereinafter called "Grantee"), the Properties (hereinafter defined), effective as of 12:01 am on November 22, 2022 (the "Effective Time").

The term "Properties" as used herein shall mean:

- a) all of Grantor's right, title, and interest, whether present, contingent, or reversionary, in and to the following described assets:
  - (i) the 43.75% mineral rights working interest (the "**Mineral Interest**") owned by Grantor with respect to the real property described on <u>Exhibit "A"</u> attached hereto and incorporated herein (the "**Land**");
  - (ii) the oil and/or gas leases, the rights under the pooling orders, and the mineral interests covered thereby related to the Land as listed on <u>Exhibit "B"</u> (the "Leases"):
  - (iii) the oil wells, gas wells, injection wells, temporarily abandoned wells and other wells of every nature and kind as described on <u>Exhibit "B"</u> including but not limited to, all wells that are or are capable of producing oil, natural gas, or natural gas liquids which are located on the Land, Leases or lands pooled therewith or otherwise associated with the Land or the Leases (the "**Wells**");
  - (iv) all oil, gas well gas, casinghead gas, condensate, and all components of any of them produced from or allocated to the Land, the Leases and/or the Wells currently

in tanks, pipes, and casingheads or produced after the Effective Time (the "**Hydrocarbons**");

- (v) all of the assignments or arrangements other instruments or agreements that pertain to the Properties and all contractually binding agreements to which the Properties may be subject and which will be binding on the assets described herein or Grantee, including, without limitation: farm-in and farm-out agreements; bottom-hole agreements; crude oil, condensate, and natural gas purchase and sale, exchange, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; hydrocarbon balancing agreements; pooling agreements; unitization, pooling and communitization agreements; processing agreements; saltwater disposal agreements; options; permits; licenses; servitudes, easements; rights-of-way; facilities or equipment leases; oil and gas leases; and other contracts and agreements, owned by Grantor, in whole or in part, to the extent that they are used or held for use in connection with the ownership or operation of the assets described herein or the production or treatment of the Hydrocarbons on or produced therefrom, or the transportation, sale or disposal of water, the Hydrocarbons, or associated substances therefrom; and
- (vi) all of the personal property, equipment, fixtures, movable and immovable property, and improvements appurtenant to the Wells not otherwise covered herein including, without limitation, the spare pumping units, pipe, and other equipment.

**TO HAVE AND TO HOLD** the Properties unto Grantee, its successors and assigns forever.

Grantor retains and agrees to timely and fully pay, perform, and otherwise discharge, without recourse to Grantee or its affiliates, all the liabilities, contingent or otherwise, associated with the Properties arising on or before the Effective Time including, without limitation, the costs of shutting in, plugging, and permanently shutting down any abandoned Wells and any Wells not producing Hydrocarbons. Grantee hereby assumes and agrees to timely and fully pay, perform, and otherwise discharge, without recourse to Grantor or its affiliates, all the liabilities, contingent or otherwise, associated with the Properties arising on or after the Effective Time.

Grantor hereby represents and warrants that: (a) the Properties are being conveyed to Grantee free and clear of any and all liens of any kind or nature whatsoever by, through or under Grantor; and (b) that to Grantor's knowledge after due investigation there are no liabilities, contingent or otherwise, associated with the Properties or which in any way relate to matters or activities conducted with respect to the Properties prior to the Effective Time that are not retained by Grantor pursuant to the terms hereof. Except for the foregoing, this Conveyance, Assignment, and Bill of Sale is made without warranties or representations of any kind (including, without limitation, without warranties of title), all representations and warranties being expressly disclaimed; specifically in this connection, but with limiting the generality of the foregoing, ALL EQUIPMENT, OTHER PERSONAL PROPERTY AND FIXTURES SOLD AND CONVEYED TO GRANTEE IS SOLD AND CONVEYED ON AN "AS IS" AND "WHERE IS" BASIS AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, QUALITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH EQUIPMENT, OTHER PERSONAL PROPERTY AND FIXTURES. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY LAW TO BE APPLICABLE, THE CONTAINED WITHIN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS DISCLAIMERS FOR THE PURPOSE OF ANY LAW, RULE, OR ORDER.

This Conveyance, Assignment, and Bill of Sale may be executed in several counterparts all of which are identical. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Conveyance, Assignment and Bill of Sale containing the entire Exhibit "A", and Exhibit "B" have been retained by Grantor and Grantee.

[THE BALANCE OF THE PAGE IS LEFT BLANK INTENTIONALLY-THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Conveyance, Assignment, and Bill of Sale has been executed and delivered as of this 18<sup>th</sup> day of November 2022, effective as of the Effective Time.

GRANTOR:

DIAMOND STAR OIL, INC., a Kansas corporation

By: Name John D. Paulsen
Title: President
Date: November 10, 2022

GRANTEE:

327<sup>th</sup> FARM, LLC, a Kansas limited liability company

By: The Jo Ellen Dyer Living Trust u/t/a dated October 27, 2008, its sole member

By: \_\_\_\_\_ Name: Jo Ellen Dyer Title: Trustee Date: November , 2022

**ACKNOWLEDGEMENTS** 

,	
COUNTY OF Miami )	
Acknowledged before me thisan individual known to me er who provide identification, as President of Diamond Star Oil	
My Commission Expires:	
9-16-24	Notary Public Notary Public
STATE OF KANSAS )	STEVEN A. JENSEN  My Appt. Expires 9-16-24
COUNTY OF JOHNSON )	State Cramas My Appt. Expires 9-16-24
	day of November 2022, by JO ELLEN DYER, as 1/t/a dated October 27, 2008, the Sole Member

SIGNATURE PAGE TO CONVEYANCE, ASSIGNMENT, AND BILL OF SALE

**Notary Public** 

My Commission Expires:

of 327th FARM, LLC, a Kansas limited liability company.

STATE OF KANSAS

**IN WITNESS WHEREOF,** this Conveyance, Assignment, and Bill of Sale has been executed and delivered as of this 22<sup>nd</sup> day of November 2022, effective as of the Effective Time.

**GRANTOR:** 

	DIAMOND STAR OIL, INC., a Kansas corporation
	By: Name: John D. Paulsen Title: President Date: November, 2022
	GRANTEE: 327 <sup>th</sup> FARM, LLC, a Kansas limited liability company By: The Jo Ellen Dyer Living Trust u/t/a dated October 27, 2008, its sole member
	By: Name: Jo Ellen Dyel Title: Trustee Date: November, 2022
ACKNO	WLEDGEMENTS
STATE OF KANSAS )	
COUNTY OF)	
Acknowledged before me thisindividual known to me or who providentification, as President of Diamond Star	
My Commission Expires:	
	Notary Public
STATE OF KANSAS )	
COUNTY OF JOHNSON )	
Acknowledged before me this	t u/t/a dated October 27, 2008, the Sole Member of
My Commission Expires:	AMY DERNING  My Appointment Expires  May 10, 2026
•	140tally 1 diblid

### **EXHIBIT** A

## Legal Description of Real Property

PT SE of Section 30, Township 17, Range 22, Miami County, Kansas, containing 151 acres more or less.

### **EXHIBIT B**

### Lease and Wells

### LEASES:

Terms and provisions of oil and gas lease executed between MAMIE FEEBECK, Lessor, and A. E. BALLOU and/or PAT BALLOU, Lessee, filed November 7, 1983, in Book 302, Page 605 Miami County, Kansas, together with all subsequent assignments and conveyances.

WELLS:

[DESCRIPTIONS TO FOLLOW]

