

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 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: \_\_\_\_\_

## CONTRACT OF SALE AND PURCHASE

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of November 2020, by and between JACK D. RASMUSSEN and MARGARET A. RASMUSSEN, trustees of the JACK D. RASMUSSEN and MARGARET A. RASMUSSEN FAMILY TRUST; JOHN L. WIEDMER and NORMA D. WIEDMER, as individuals and trustees of the JOHN L. WIEDMER and NORMA D. WIEDMER FAMILY TRUST; JEROME WIEDMER and VONDA WIEDMER, husband and wife; JOSEPH MICHAEL GERLEMAN; KIMBERLY B. MICKELSON; BARBARA HOUGH; and PATRICK HOUGH, hereinafter referred to as SELLERS, and DBD OIL LLC; THOMAS L. and SUSAN M. STEINLAGE, husband and wife; ROBERT and JANE NICHOLS, husband and wife; and TRAVIS BALLARD, a single person, hereinafter referred to as BUYERS.

### WITNESSETH:

WHEREAS, SELLERS are the owners, of the following described operator's interest in the subject oil and gas leases situated in Greenwood County, Kansas, to-wit:

All outstanding operators' interest totaling .8476563 (of 8/8ths) in the following lease:

Oil and gas lease dated May 26, 1920, from W.T. Pixlee, as lessor, to Empire Gas and Fuel Co., as lessee, recorded in Book 7 of Leases at Page 463, in so far as said lease covers the West Half of the Northwest Quarter (W/2 NW/4) of Section 8, Township 22 South, Range 10 East, Greenwood County, Kansas.

and

All outstanding operators' interest totaling .8339843 (of 8/8ths) in the following lease:

Oil and gas lease dated May 26, 1920, from W.T. Pixlee, et us, as lessors, to Empire Gas and Fuel Company, as lessee, recorded in Book 7 of Leases at Page 463, in so far as said

lease covers the East Half of the Northwest Quarter (E/2 NW/4) of Section 8, Township 22 South, Range 10 East, Greenwood County, Kansas.

together with all the currently existing equipment on above leases itemized in Exhibit "A".

WHEREAS, SELLERS desire to sell said operators' interest in the above described subject oil and gas leases to BUYERS, and BUYERS desires to purchase said operators' interest in the above subject oil and gas leases, together with all current equipment on site from SELLERS upon the following terms and conditions:

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

1. SELLERS shall sell to BUYERS, and BUYERS shall purchase from SELLERS the above described operators' interest in the subject oil and gas leases and equipment.

2. The total purchase price for the above-described operator's interest in the subject oil and gas leases and equipment is Six Hundred Thousand Dollars (\$600,000.00) which shall be paid by BUYERS to SELLERS in the following manner:

a. The sum of Six Hundred Thousand Dollars (\$600,000.00) upon the closing of this transaction, which shall occur as soon as possible.

3. Upon execution of this Agreement, and final loan approval for DBD Oil LLC and Robert and Jane Nichols, the parties shall cause the following documents to be completed for closing:

a. An executed copy of this Agreement;



b. Good and sufficient oil and gas lease assignments conveying the above-described operators' full and total interest and equipment from SELLERS to DBD Oil, LLC, free and clear of all encumbrances, except easements and restrictions of record.

i. DBD Oil LLC will then execute assignments to the balance of the BUYERS in the following percentages which said percentages are of the operators' interest share conveyed herein and not of 8/8ths:

DBD Oil LLC	51%
Thomas L. and Susan M. Steinlage	23.17554%
Robert and Jane Nichols	23.17554%
Travis Ballard	2.64892%

c. A signed commitment for title insurance policy from a title company authorized to do business in Kansas.

d. A bill of sale to all equipment.

e. That following closing SELLERS' operating entity, R&W Energies, shall approve the T-1 transfer forms through the Kansas Corporation Commission's KOLAR system to complete the operational transfer of the lease with the State of Kansas and provide any information regarding the monthly injection of barrels per month to allow BUYERS to complete the required UC3 filings covering calendar year 2020. Said T-1 and UC3 forms shall be prepared by DBD Oil LLC.

f. That SELLERS agree the purchase price of \$600,000 shall be dispersed as follows:

Jack D. Rasmussen and Margaret A. Rasmussen Family Trust:		
27.0834%	which is	\$162,500.40
John L. Wiedmer and Norma D. Wiedmer Family Trust:		
27.0834%	which is	\$162,500.40
Jerome Wiedmer:		
14.5833%	which is	\$87,499.80
Joseph Michael Gerleman:		
14.5833%	which is	\$87,499.80
Kimberly B. Mickelson:		
4.1666%	which is	\$24,999.60
Barbara Hough:		
4.1667%	which is	\$25,000.20
Patrick Hough:		
8.3333%	which is	<u>\$49,999.80</u>
	Total	\$600,000.00

4. SELLERS shall maintain each lease's production in "paying quantities" until the date of closing. Further, SELLERS shall not allow any mechanic liens to attach and will provide a no lien statement to BUYERS at the time of closing.

5. Taxes and assessments for the calendar year 2019 and all preceding years shall be paid by SELLERS. Taxes and assessments for the calendar year 2020 shall be pro-rated as of the date of closing, based on the 2019 taxes. Taxes and assessments for all succeeding years shall be paid by BUYERS.

6. Possession of all property covered by the terms of this Contract shall be given by SELLERS to BUYERS on the date of closing and BUYERS shall immediately transfer all electric meters to the name of DBD Oil LLC following closing.

7. No assignment of this Contract shall be made without the written consent of SELLERS.

8. Except as hereinbefore provided, BUYERS accept possession of the above-described operator's interest in the subject oil and gas lease and the equipment located thereon in its "AS IS CONDITION". It is understood and agreed between the parties that SELLERS make no warranties except SELLERS do warrant the terms of the respective leases have been complied with and said leases are in full force and effect. BUYERS shall rely only on their own inspections of all equipment and the producing capacity of the leases as to each lease's fitness and ongoing viability.

9. It is further mutually agreed and understood that all covenants and agreements herein contained shall extend to and bind the heirs, devisee, legatees, executors, administrators, trustees and assigns of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands in triplicate, each of which shall be considered an original, the day and year first above written.



SELLERS:

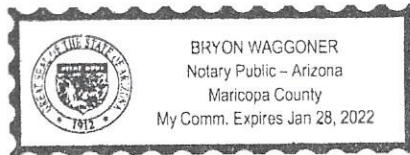
Jack D. Rasmussen, Trustee  
By: Jack D. Rasmussen, Trustee  
of the Jack D. Rasmussen and  
Margaret A. Rasmussen Family Trust,  
and individually, Seller

Margaret A. Rasmussen, Trustee  
By: Margaret A. Rasmussen, Trustee  
of the Jack D. Rasmussen and  
Margaret A. Rasmussen Family Trust,  
and individually, Seller

STATE OF Arizona, COUNTY OF Maricopa, ss:

BE IT REMEMBERED that on this 26 day of November, ~~2020~~ <sup>2021</sup>, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came **Jack D. Rasmussen, trustee of the Jack D. Rasmussen and Margaret A. Rasmussen Family Trust**, who is personally known to me to be the same person who executed the foregoing instrument of writing and such persons 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 first above written.

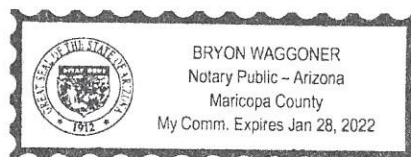


Bryon Waggoner  
NOTARY PUBLIC

STATE OF Arizona, COUNTY OF Maricopa, ss:

BE IT REMEMBERED that on this 26 day of November, ~~2020~~ <sup>2021</sup>, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came **Margaret A. Rasmussen, trustee of the Jack D. Rasmussen and Margaret A. Rasmussen Family Trust**, who is personally known to me to be the same person who executed the foregoing instrument of writing and such persons 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 first above written.



Bryon Waggoner  
NOTARY PUBLIC