

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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

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

_____ is acknowledged as 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 _____

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: _____

KANSAS REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this date of 31st day of December, 2021

By and between Jon P. and Jenna M. Pretz (H&W)

party of the First Part, hereinafter referred to as "Seller," whether one or more, and Pauline F. Pretz Trust

party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: that for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Miami County, Kansas, to-wit: Tract 2 at 34330 Lookout Road, Osawatomie, KS 66064. As outlined in the attached survey to include 82.93 acres along with transfer of all oil and/or mineral rights within outlined acres, to the Buyer.

2. The Buyer hereby agrees to purchase and pay to the Seller, as consideration for the conveyance of the above described real property, the sum of _____ Dollars in manner following, to-wit: _____

3. The Seller, at his option, agrees to furnish to the Buyer, a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to: easements and restriction/covonent of record.

Title Evidence to be ordered from Security 1st Title and upon completion, shall be delivered to Buyer and Seller, or as directed, for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of the Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with Security 1st Title the sum of _____ Dollars, earnest money as security that the terms and conditions of this contract shall be fulfilled. Said earnest money shall be applied to the purchase price at closing. If the earnest money is deposited with a Title Insurance Agent, disposition of earnest money will be made pursuant to K.S.A. 40-1137. Accordingly, Title Insurance Agent can only disburse earnest money 1) pursuant to written authorization of Buyer and Seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the parties. If a dispute arises over disposition of funds deposited with the Title Insurance Agent, Seller and Buyer agree that any attorney's fees, court costs, and/or other legal expenses incurred by the Title Insurance Agent in connection with said dispute shall be reimbursed from the earnest money or other funds deposited with the Title Insurance Agent. In addition to forfeiture of earnest money to Seller or return of earnest money to Buyer, Buyer and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law or equity. Provided, however, that in the event that either the Seller is unable to furnish merchantable title or the Buyer is unable to obtain financing for the purchase of the real property, the parties agree to sign an agreement releasing the earnest money back to the buyer and, further, that this agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of January 1, 2022. Taxes shall be prorated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they are now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 31, 2021

9. Possession is to be given to the Buyer on January 1, 2022

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0 % by Seller and 100 % by Buyer.

11. Closing fee will be paid 0 % by Seller and 100 % by Buyer.

12. The undersigned parties acknowledge receipt of the Disclosures.

13. (Other terms added by parties) Attached legal description based on 2020 land survey. Promisary note is attached.

All expenses necessary to make this transaction complete (preporation of mortgage fee, preporation of note fee, for sale by owner fee, recording deed fee, recording mortgage fee) will be paid by Buyer, at the time of closing.

At closing, utilities and insurance will be transfered to buyers. Oil well and oil/mineral rights will be transfered to the Buyer at closing. The Buyer aknowledges transfer paperwork of the oil well and lease may extend beyond date of closing, but the Seller will assist with the transfer to expedite the process.

Security 1st Title Disclosures on Purchase Contracts

Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

AND

Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all home-buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to www.kansasradonprogram.org.

ALSO: the federal Real Estate Disclosure and Notification Rule requires that owners of residential dwellings built before 1978 disclose to their agents and to prospective buyers or tenants any information on lead-based paint and/or lead-based hazards.

<http://www.hud.gov/offices/lead/enforcement/disclosure.cfm>

and <http://www.epa.gov/lead/pubs/leadbase.htm>

<http://www.epa.gov/opptintr/lead/leadprot.htm>

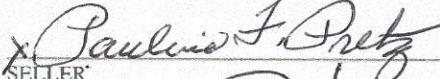
for EPA general information call 1-800-223-0425

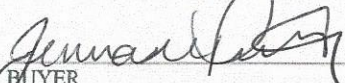
NOTE: Security 1st Title is a real estate title company, and not a real estate broker or agency. Please check with the above sources or other knowledgeable parties of your choice on lead-based paint hazards, and Rule compliance.


The Buyer and Seller understand and agree that this is a simple form real estate purchase contract. It is not intended to anticipate or consider all of the possible terms, conditions, and remedies that could be available to the parties through either realtor or legal assistance. The parties are encouraged to obtain professional real estate expertise to review all legal agreements and documents. Further the parties agree to hold Security 1st Title LLC harmless from all damages based upon the use of this form agreement.

WITNESS OUR SIGNATURES HERETO the day and year first above written, with an executed copy of this full two-page Purchase Agreement to be delivered to the parties hereto.


BUYER


SELLER


BUYER


SELLER

PHONE (913) 731-3333

PHONE (817) 578-5821

EMAIL jonpretz@gmail.com

EMAIL pfpretz@gmail.com

MAILING ADDRESS 34330 Lookout Road
Osawatomie, KS 66064

MAILING ADDRESS 2208 W 50th Street
Westwood Hills, KS 66205



Security 1st Title

Toll Free (855) 835-5211

Email: orderdesk@security1st.com

www.security1st.com

This survey has been reviewed and approved for filing, pursuant to K.S.A. 58-2003, 58-2005, 58-2011 and K.A.R. 66-12-1 for content only and is compliant with this act. No other warranties are extended or implied.

N.W. Cor. N.E. 1/4 Section 12-18-22 Existing 1/2" rebar Origin Unknown

Approved by: Richard A. Weiss Date: _____
Kansas L.S. #1216

This Tract Split _____ was approved by the Miami County Planning Dept. this _____ day of _____, 20____.

Approved by: Teresa Reeves, Planning Director

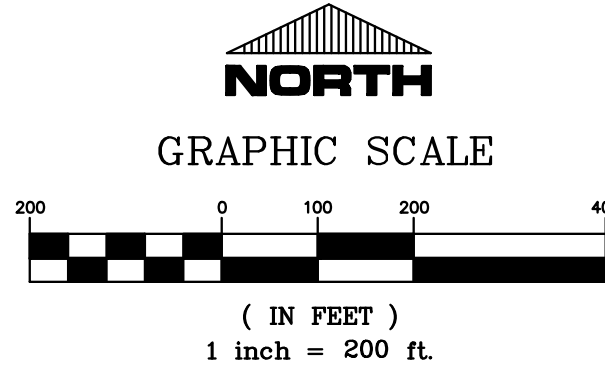
I hereby certify, as the County Treasurer of Miami County, Kansas, that there are no unpaid taxes, special assessments, or tax liens outstanding against this property as of _____, 2020, this _____ day of _____.

Jennie Fyock, Treasurer

State of Kansas) SS:
County of Miami)
Filed for record this _____ day of _____, 20____.

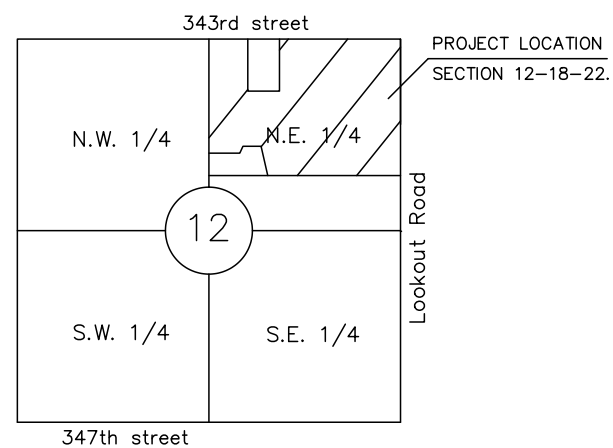
at _____ o'clock _____ M., at Book _____, Page _____, at the Register of Deeds Office at Paola, Miami County, Kansas.

Slide Number _____
Register of Deeds



LEGEND

- EXISTING REBAR AS DESCRIBED
- ⊙ SET 1/2" X 24" REBAR WITH PLASTIC KS CLS 93 CAP
- SET 40D NAIL
- x CALCULATED LOCATION
- (Mea.) MEASURED DISTANCE
- R/W ROAD RIGHT OF WAY



S.W. Cor. N.E. 1/4 Section 12-18-22 Existing 1/2" rebar with 3" KDOT Alum. cap 50'± E. of Bridge

S. Line N.E. 1/4 Section 12-18-22

S88°43'10"W M. 2572.40' American Land Surveys 2573.19'

347th Street

S.E. Cor. N.E. 1/4 Section 12-18-22 Existing 1/2" rebar Origin Unknown

Flood Note: Part of this property is located in a Special Flood Hazard Area (SFHA) identified as Zone A (no base flood elevations determined) per FEMA FIRM No. 20121C0168C, dated January 16, 2014. Approximate base flood elevations shown were obtained from the Kansas Effective Floodplain Viewer Map generated by Kansas Department of Agriculture, Division of Water Resources, GIS Department, as best available data. <http://gis2.kda.ks.gov/gis/ksfloodplain>

THIS IS TO CERTIFY THAT ON THE 15TH DAY OF JUNE, 2020, THIS FIELD SURVEY WAS COMPLETED ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS" FOR BOUNDARY SURVEYS PURSUANT TO K.A.R. 66-12-1.

TRACT SPLIT

Point of Commence Tracts 1 & 2
N.E. Cor. N.E. 1/4 Section 12-18-22 Existing 1/2" rebar in mon. box Origin Unknown

Point of Beginning Tract 1

Original Legal Description: Filed Bk-377 Deeds Pg-314

New Descriptions:

Tract 1
All that part of the Northeast Quarter Section 12, Township 18 South, Range 22 East, Miami County, Kansas, described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 12; thence S1°36'27"E, along the East line of said Northeast Quarter, a distance of 40.00 feet, to the Point of Beginning; thence S1°36'27"E, along said East line, a distance of 855.23 feet; thence S85°05'19"W, a distance of 686.38 feet; thence N9°53'48"W, a distance of 881.06 feet, to a point on the South right-of-way line of 343rd Street; thence N88°36'34"E, along said South right-of-way line and parallel to the North line of said Northeast Quarter, a distance of 77.89 feet; thence N1°36'27"W, along said Southerly right-of-way line and parallel to the East line of said Northeast Quarter, a distance of 26.00 feet; thence N88°36'34"E, along said South right-of-way line and parallel to the North line of said Northeast Quarter, a distance of 734.38 feet to the Point of Beginning, containing 15.08 Acres more or less, subject to any part thereof in roads.

Point of Beginning Tract 2

Tract 2
All that part of the Northeast Quarter Section 12, Township 18 South, Range 22 East, Miami County, Kansas, described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 12; thence S1°36'27"E, along the East line of said Northeast Quarter, a distance of 895.23 feet to the Point of Beginning; thence S1°36'27"E, along the East line of said Northeast Quarter, a distance of 1087.08 feet; thence S88°36'34"W, parallel to the North line of said Northeast Quarter, a distance of 1693.23 feet; thence N1°47'31"W, a distance of 425.04 feet; thence S88°37'51"W, a distance of 450.85 feet; thence S34°13'38"W, a distance of 160.42 feet; thence S89°23'00"W, a distance of 363.73 feet, to a point on the West line of said Northeast Quarter; thence N3°23'33"W, along said West line, a distance of 1683.62 feet, to the Northwest corner of said Northeast Quarter; thence N88°36'34"E, along the North line of said Northeast Quarter, a distance of 554.00 feet; thence S1°23'38"E, a distance of 1049.43 feet; thence N88°56'53"E, a distance of 470.50 feet; thence N2°21'11"W, a distance of 411.73 feet; thence N89°31'58"E, a distance of 75.50 feet; thence N5°10'57"W, a distance of 612.35 feet, to a point on the South right-of-way line of Highway 169; thence S87°39'26"E, along said South right-of-way line, a distance of 449.05 feet; thence N75°28'33"E, along said South right-of-way line, a distance of 1.65 feet, to a point on the Miami County Southerly right-of-way line; thence S1°36'27"E, along said Southerly right-of-way line, a distance of 6.38 feet; thence N88°36'34"E, along said Southerly right-of-way line, a distance of 341.11 feet; thence S9°53'48"E, a distance of 881.06 feet; thence N85°05'19"E, a distance of 686.38 feet to the Point of Beginning, containing 82.93 Acres more or less, subject to any part thereof in roads.

PREPARED FOR: GEORGE PRETZ
PREPARED BY: ALLENBRAND-DREWS & ASSOCIATES, INC.
122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

NO TITLE INFORMATION PROVIDED

ASSUMED N88°36'34"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER SEC. 12-18-22. DISTANCES AND BEARINGS MEASURED UNLESS NOTED. REFERENCE SURVEY BY ERICKSON LAND SURVEYS FEB. 1975 FILED BK-D SURVEYS PG-38. SURVEY BY ROBERT SELZER 1989 BK-H SURVEY PG-449 & BK-I SURVEY PH-106. SURVEY BY AMERICAN LAND SURVEYS OCT. 2005 SLIDE #216-32.

TRACT SPLIT

PART N.E.1/4 SEC.12-18-22 MIAMI COUNTY, KANSAS



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076 FAX: (913) 764-8635

Scale: 1"=200' Drawn By: JDL Project: 33703
Date: 6/11/2020 Checked By: JDL 12-18-22

AD PROJECT # T133703-NE121822SPLIT