

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

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 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)  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 (see Chapter 55 of the Kansas Statutes Annotated), 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: \_\_\_\_\_

**ASSIGNMENT OF OIL AND GAS LEASE  
AND BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that DIAMOND-B TARR 2, LTD, a South Dakota limited partnership, d/b/a DIAMOND B EAST MIAMI, LTD, and J.A.S. INVESTMENTS, LLC, a Kansas limited liability company, hereinafter collectively called "Assignor," for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell convey, transfer, assign and deliver all of Assignor's right, title, working interest and overriding royalty interest unto ERRETT RUSH, with an address of 29779 Harmony Rd Paola, hereinafter called "Assignee," its successors and assigns, in and to the following oil and gas leases and personal property:

(A) BEETS LEASE

Dated: March 31, 1977  
Recorded: Book 261 of Misc., Page 381  
Lessor: Claude D. Beets and Hazel E. Beets, husband and wife  
Lessee: Don Bloomer and Glen A. Evans  
Description: Tract 1: Beginning at the S.W. corner of the N.1/2 of the S.E.1/4 of Sec. 23, Twp. 16, Rng. 21, thence N. 1320 ft., thence E. 1228 ft., thence in a Southwesterly direction to a point 1058 ft. E. of the point of beginning, thence West to the point of beginning, containing 34 1/2 acres, all in Miami County, Kansas; and  
Tract 2: Beginning at the S.E. corner of the N.1/2 of the S.E.1/4 of Sec. 23, Twp. 16, Rng. 21, thence N. 1320 ft., thence West 1030 ft., thence in a Southwesterly direction to a point 1200 ft. West of the point of beginning, thence East to the point of beginning, containing 34 acres, all in Miami County, Kansas;  
said tracts to be considered as one tract for leasehold purposes, containing 68.5 acres, more or less.

and the leasehold estate and right, privileges and interests created by said leases subject to all the terms and conditions of said oil and gas lease and extensions thereof (collectively, the "Leases"); AND

- (B) All wells, personal property, equipment and fixtures situated upon or appurtenant to the Leases. All of such wells, property, equipment and fixtures are sold, conveyed and transferred "as is" and "where is". Except for the limited warranty of title set forth below, Assignor makes no warranties, including warranty of merchantability or fitness for a particular purpose, express, implied, or statutory, concerning same. (collectively, the "Personal Property").

The Leases and Personal Property are collectively referred to as the "Assigned Property."



ASSIGNMENT TERMS:

1. SPECIAL WARRANTY. Assignor covenants with Assignee and its heirs, successors, legal representatives and assigns, that the interests and titles herein assigned are free and clear of liens and encumbrances made, suffered or incurred by, through or under Assignor; and that Assignor will forever warrant and defend the title to said interests against all persons whomsoever lawfully claiming or to claim the same by, through, or under Assignor, but not otherwise. Except for such limited warranty of title herein expressly provided, this assignment is made without warranties of any kind, either express or implied, and Assignor neither represents nor warrants the validity of any lease nor any right, title or interest of the lessee thereunder or incident thereto.

2. ASSUMPTION OF RESPONSIBILITY. As material consideration for this assignment, and by its acceptance hereof, Assignee expressly assumes and agrees to comply with, from and after the effective date of this assignment, all lease terms, conditions and obligations, the express and implied covenants created by the lease, and all statutory and regulatory duties, obligations and liabilities of the operator and owner of the leasehold interest and the leases, wells, personal property, equipment and fixtures thereon, appurtenant thereto, or used or obtained in connection therewith. Assignee expressly assumes all costs, risks or expenses incident to or resulting from operations on said leases, production of oil or gas, the abandonment or plugging of any well or wells thereon, and the removal of any materials therefrom or cleanup, environmental remediation or restoration of the real property covered by the leases, from and after the effective date of this assignment whether or not such damage, event, liability obligation to remediate or other obligation arose prior to the date of this Assignment. Assignee agrees to forever indemnify and hold Assignor harmless from and against any liability, claim, demand, action, damage, penalty or cost arising from Assignee's failure to comply with the provisions of this paragraph, including reasonable attorney fees, litigation and administrative costs incurred by Assignor to defend any matter covered by this paragraph or to enforce Assignee's obligation to indemnify Assignor. Responsibility is hereby transferred to and accepted by Assignee for all wells located on the oil and gas leases transferred hereby, specifically including, but not limited to those wells described on Exhibit "A" attached hereto.

3. MERGER OF OVERRIDING ROYALTY. The interest assigned herein consists partly of overriding royalty interest and partly of working interest. It is the intention of the Parties that any overriding royalty interest in and to the Leases be merged back into the working interests and lose its status as an overriding royalty interest immediately upon the receipt of said interest by Assignee. Therefore, Assignee will be the owner of all of the working interest in and to the Leases, without any overriding royalty interest burdening said working interest.

4. TRANSFER OF RIGHTS. To the extent transferable, Assignee is hereby granted the right of full substitution and subrogation in and to any and all rights and warranties which Assignor has or may have with respect to the Assigned Property conveyed herein of which Assignor has or may have against any and all preceding owners, vendors or warrantors. The Assigned Property shall include all right, title and interest which Assignor may have in and to the Leases, including but not limited to, leasehold interests, rights of assignment or reassignment, overriding royalties, contractual rights, regulatory authorities and permits or licenses, easements and rights-of-way.

5. FURTHER ASSURANCES. The parties agree to execute, acknowledge and deliver such other and further instruments or documents, and to take such other and further actions as may be reasonably necessary to carry out the provisions of this Assignment.

6. EFFECTIVE DATE. This Conveyance shall be effective as of SEPTEMBER <sup>27</sup>~~27~~ 2022, at 12:01 a.m., central standard time.

SR  
27  
26 22

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, its successors, personal representatives, administrators, executors and assigns forever.

DIAMOND-B TARR 2, LTD, a South Dakota limited partnership d/b/a DIAMOND B EAST MIAMI, LTD

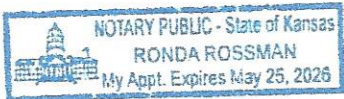
By: *Jim Ferley*  
Jim Ferley, President of the General Partner,  
Diamond Exploration, Inc.

J.A.S. INVESTMENTS, LLC, a Kansas limited liability company

By: *Jim Ferley*  
Jim Ferley Member

STATE OF KANSAS, COUNTY OF FRANKLIN, ss:

This instrument was acknowledged before me on the 22 day of September, 2022, by: Jim Ferley, President of Diamond Exploration, Inc., acting in its capacity as General Partner of DIAMOND-B TARR 2, LTD, a South Dakota limited partnership d/b/a DIAMOND B EAST MIAMI, LTD.



*Ronda Rossman*  
Notary Public

Appointment/Commission Expires:

STATE OF KANSAS, COUNTY OF FRANKLIN, ss:

This instrument was acknowledged before me on the 22 day of September, 2022, by Jim Ferley, Member of J.A.S. INVESTMENTS, LLC, a Kansas limited liability company.



*Ronda Rossman*  
Notary Public

Appointment/Commission Expires:

# EXHIBIT A

| Detail | API Number         | Lease and Well Name | Location   | County | Well Type | Well Status                  | Compliance Status |
|--------|--------------------|---------------------|------------|--------|-----------|------------------------------|-------------------|
| Detail | 15-121-02193-00-00 | BEETS C-1           | 23-16S-21E | Miami  | OIL       | PR Producing                 | Received          |
| Detail | 15-121-20504-00-00 | BEETS 1             | 23-16S-21E | Miami  | OIL       | PR Producing                 | Received          |
| Detail | 15-121-21532-00-00 | BEETS 3             | 23-16S-21E | Miami  | OIL       | PR Producing                 | Received          |
| Detail | 15-121-21533-00-00 | BEETS 4             | 23-16S-21E | Miami  | OIL       | PR Producing                 | Received          |
| Detail | 15-121-23446-00-00 | BEETS BD-2          | 23-16S-21E | Miami  | OIL       | PR Producing                 | Received          |
| Detail | 15-121-28281-00-00 | BEETS DB-4          | 23-16S-21E | Miami  | OIL       | PR Producing                 | Received          |
| Detail | 15-121-23791-00-00 | BEETS DB-4A         | 23-16S-21E | Miami  | OIL       | PR Producing                 | Received          |
| Detail | 15-121-28280-00-00 | BEETS DB-5          | 23-16S-21E | Miami  | OIL       | PR Producing                 | Received          |
| Detail | 15-121-27036-00-00 | BEETS DB-5A         | 23-16S-21E | Miami  | OIL       | PR Producing                 | Received          |
| Detail | 15-121-28784-00-00 | BEETS DB-6          | 23-16S-21E | Miami  | OIL       | PR Producing                 | Received          |
| Detail | 15-121-02009-00-00 | BEETS I 1           | 23-16S-21E | Miami  | EOR       | AI Authorized Injection Well | Received          |