

FROM

FEB 06 2004

# KCC WICHITA

EP&R 10/7/04 PROD OCT 08 2004 JIC 10/8/04

Form T1 7/94



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KCC WICHITA

Direct \_\_\_\_\_  
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Indexed \_\_\_\_\_  
Num 6  
Cross 6

State of Kansas } SS.  
Barton Co. }

This instrument was filed for record on the  
10th day of October A.D., 2000  
at 4:20 o'clock P.M. and duly recorded  
in book 590 of records  
Page 558 Fee \$ 8.00

### ASSIGNMENT OF OIL AND GAS LEASE

By Marcia G. Johnson  
Marcia G. Johnson, Register of Deeds  
By Fam. Hyde  
Deputy Register of Deeds

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, A. J. Joiner, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Davis Energy LLC, hereinafter called Assignee, ALL working interest (.7910157 NRI), in and to the following:

L. Schartz Lease: Dated January 1, 1982, from LeRoy Schartz, et al, lessor, to Cascade Oil Co., lessee, recorded in Book 403, page 146

insofar and only insofar as said lease covers:

Barton County, State of Kansas: Covering the Northeast Quarter (NE/4) of Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) (NE/4 of NE/4 of SE/4) of Section 17, Township 20 South, Range 12 West and containing 10 acres, more or less

together with the rights incident thereto and the personal property thereon, appurtenant thereto, used or obtained in connection therewith.

AND for the same consideration the Assignor covenants with the Assignee, its heirs, successors or assigns that the interest above assigned in and to said lease, estate, rights and property is free and clear of all liens, encumbrances or adverse claims; that the lease is a valid and subsisting lease on the land above described and all conditions necessary to keep the same in full force have been performed; and that the Assignor will indemnify and hold Assignee harmless from any and all claims arising from environmental damage occurring prior to the effective date hereof...

EXECUTED this 9th day of October, 2000.

EFFECTIVE the 1st day of October, 2000.

  
A. J. Joiner

STATE OF KANSAS; COUNTY OF BARTON; SS: ACKNOWLEDGMENT FOR COMPANY

BE IT REMEMBERED, that on this \_\_\_\_\_ day of October, 2000, before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came \_\_\_\_\_, an officer of \_\_\_\_\_, a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person

who executed as such officer, the foregoing instrument of writing in behalf of said corporation, and \_\_\_\_\_ duly acknowledged the execution of the same for \_\_\_\_\_ and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary Public:

STATE OF KANSAS; COUNTY OF BARTON; ss: ACKNOWLEDGMENT FOR INDIVIDUAL

BE IT REMEMBERED, that on this 9<sup>th</sup> day of October, 2000, before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came A. J. Joiner to me personally known to be the identical person who executed the within and foregoing instrument of writing, and he duly acknowledged the execution of the same for his uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

3-19-2001  
My Commission Expires:

Mary J. Doyle  
Notary Public, Mary J. Doyle

