

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1

March 2010

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 4 \*\*  
☐ 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: Jefferson-Sycamore

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: 6-1-02 7/17/02  
KS Dept of Revenue Lease No.: 213299

Lease Name: Clarkson

Sec. 2 Twp. 33S R. 15 ☒ E ☐ W

Legal Description of Lease: S2 NW; N2 SW

County: Montgomery

Production Zone(s): Penn Coals

Injection Zone(s): \_\_\_\_\_

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Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☐ Drilling OK

Past Operator's License No. 6086- Inactive License Exp. 7/30/90

Past Operator's Name & Address: Production Team  
100 College Ave PO Box 785 Independence KS 67301

Title: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: Inactive License

(Add'l info on file) Oil + Gas Lease Attached

New Operator's License No. 33074 ✓

New Operator's Name & Address: Dart Cherokee Basin Operating Co LLC  
P O Box 177 Mason MI 48854-0177

Title: David W Farnar, Sr Vice President of Engr & Ops of its Manager

Contact Person: Beth Oswald

Phone: 517-244-8716

Oil / Gas Purchaser: OneOk

Date: 10-29-12

Signature: David W Farnar

**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 11/02/12 PRODUCTION 11-05-12 UIC 11-5-12  
Mail to: Past Operator \_\_\_\_\_ New Operator \_\_\_\_\_ District \_\_\_\_\_

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

071962-Clarkson.pdf

✓

\* Location: S2 NW; N2 SW Sec 2 T33S-R15E

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\* 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  
**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

Form KSONA-1  
July 2010  
**Form Must Be Typed**  
**Form must be Signed**  
**All blanks must be Filled**

*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 # 33074  
Name: Dart Cherokee Basin Operating Co LLC  
Address 1: P O Box 177  
Address 2: \_\_\_\_\_  
City: Mason State: MI Zip: 48854 + 0177  
Contact Person: Beth Oswald  
Phone: ( 517 ) 244-8716 Fax: ( 517 ) 676-5887  
Email Address: boswald@dartoilandgas.com

Well Location:  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_- Sec. 2 Twp. 33S S. R. 15 ☒ East ☐ West  
County: Montgomery  
Lease Name: Clarkson Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*  
S2 NW; N2 SW

**Surface Owner Information:**

Name: Jesse & Eloise Clarkson  
Address 1: 2707 W 4200 Str  
Address 2: \_\_\_\_\_  
City: Independence State: KS Zip: 67301 + 8566

*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 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: October 29, 2012 Signature of Operator or Agent: Beth Oswald Title: Engr Support Supvr

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

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OIL AND GAS LEASE

TRIBUNE PRINTING CO.  
Independence, Kansas

490/237

AGREEMENT, Made and entered into 12<sup>TH</sup> day of JULY 1999  
by and between JESSE P. CLARKSON AND GENNEVIEVE M. CLARKSON (HUSBAND & WIFE)  
of INDEPENDENCE, KS

and GARY R. BRIDWELL d/b/a BLACKBAIN ENERGY party of the first part, hereafter called lessor (whether one or more)

WITNESSETH, That the said lessor, for and in consideration of 10.00 Y.O.U.C. DOLLARS cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, powers, stations and structures thereon to produce, save and take care of said product, all that certain tract of land situate in the County of MONTGOMERY State of Kansas, described as follows, to-wit:

SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER

of Section 2 Township 33S Range 15E and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of 18 MONTHS from date, and as long thereafter as oil or gas or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:  
1st. To deliver to the credit of lessor, free of cost in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each well where gas only is found, the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate for all gas used off the premises, said payments to be made monthly and lessor to have gas free of cost from any such well for all stores and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casinghead gas one-eighth (1/8) of the gross proceeds at the prevailing market rate for the gas used, for the time during which such gas shall be used, said payments to be made MONTHLY

If no well be commenced on said land on or before the day of 15 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Bank at Independence, Kansas of changes in ownership of said land, the sum of

DOLLARS, which sum shall operate as a rental and cover the privilege of deferring the commencement of a well for 18 months from said date: In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the privileges granted to date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only, in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence to drill a well within the term of his lease or any extension thereof the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rental of royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land is covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or recording tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described land, and the holder or owner of any such part or parts shall fail to make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to deduct or affect this lease in so far as it covers a part or parts of said land upon which the said lessee, or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

In Testimony Whereof We Sign, this the 12<sup>TH</sup> day of JULY 1999

\$8.00 LEASE

6 DEC 1999 10:58:30 AM

Receipt #3032

STATE OF KANSAS

MONTGOMERY COUNTY

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BOOK PAGE

JEANNE EASTMAN, REGISTER OF DEEDS

BOOK 490 PAGE 237



Jesse P. Clarkson (SEAL)  
Jesse P. Clarkson (SEAL)  
Genneviève M. Clarkson (SEAL)  
Genneviève M. Clarkson (SEAL)

BOOK 490 PAGE 237

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STATE OF KANSAS,  
COUNTY OF OSAGE

SS.

ACKNOWLEDGEMENT  
JULY

BE IT REMEMBERED, That on this 12 day of July in the year of our Lord one thousand nine hundred and TWENTY NINE before me, a Notary Public in and for said County and State, came JESSE P. CLARSON and GENNEVIEVE CLARSON

to me personally known to be the identical person(s) who executed the above and foregoing instrument and who each duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires MAY 30, 2000

NORMA J. TEEHEE

Notary Public.

STATE OF KANSAS,

COUNTY OF

SS.

ACKNOWLEDGEMENT

BE IT REMEMBERED, That on this day of in the year of our Lord one thousand nine hundred and before me, a Notary Public in and for said County and State, came

to me personally known to be the identical person(s) who executed the above and foregoing instrument and who each duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires

Notary Public.

STATE OF KANSAS,

COUNTY OF

SS.

OKLAHOMA FORM OF ACKNOWLEDGEMENT

Before me, the undersigned a Notary Public, in and for said County and State, on this day of 19, personally appeared

to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires

Notary Public.

OIL AND GAS LEASE

FROM

TO

Date 19

Section Township Range

No. of Acres Term

County

Term

STATE OF KANSAS,

COUNTY OF

SS.

This instrument was filed for record on the

day of 19

at o'clock M., and duly

recorded in book page of

the records of this office.

Register of Deeds.

When recorded return to

For Acknowledgement by mark, use regular Kansas Acknowledgement.

STATE OF KANSAS,

COUNTY OF

SS.

ACKNOWLEDGEMENT

BE IT REMEMBERED, That on this day of in the year of our Lord one thousand nine hundred and before me, a Notary Public in and for said County and State, came

to me personally known to be the identical person(s) who executed the above and foregoing instrument and who each duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires

Notary Public.

NOTE:—When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged

RETURN TO:

Pray, Walker, Jackman, Williamson & Marlar  
100 West 5<sup>th</sup> Street, Suite 900  
Tulsa, Oklahoma 74103  
Attn: Don S. Smith

Montgomery County, Kansas

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TATE OF KANSAS MONTGOMERY COUNTY  
23 JUL 2002 2:42:36 PM Receipt #2451  
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\$32.00 ASSIGNMENT  
BOOK PAGE  
JEANNE EASTMAN, REGISTER OF DEEDS  
\$28.00 TECHNOLOGY FUND  
BOOK 521 PAGE 92

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ASSIGNMENT, CONVEYANCE AND BILL OF SALE

CB PIPELINE, L.L.C., a Kansas limited liability company, 915 N. Washington Avenue, Lansing, Michigan 48906; SPARTAN OPERATING COMPANY, L.L.C., a Michigan limited liability company, also known as Spartan Operating Company, 915 N. Washington Avenue, Lansing, Michigan 48906; GLF HOLDINGS, L.L.C., a Michigan limited liability company, 2429 Pine Hollow Drive, East Lansing, Michigan 48823; WOLVERINE ENERGY, L.L.C., a Michigan limited liability company, 4660 S. Hagadorn Road, Suite 230, East Lansing, Michigan 48823-5353; WOLVERINE ANTRIM DEVELOPMENT 1997-1, L.L.C., a Michigan limited liability company, 4660 S. Hagadorn Road, Suite 230, East Lansing, Michigan 48823-5353; WOLVERINE ANTRIM DEVELOPMENT 1997-2, L.L.C., a Michigan limited liability company, 4660 S. Hagadorn Road, Suite 230, East Lansing, Michigan 48823-5353; WOLVERINE ANTRIM DEVELOPMENT 1998-1, L.L.C., a Michigan limited liability company, 4660 S. Hagadorn Road, Suite 230, East Lansing, Michigan 48823-5353; WOLVERINE ENERGY 1998-1999(A) DEVELOPMENT COMPANY, L.L.C., a Michigan limited liability company, 4660 S. Hagadorn Road, Suite 230, East Lansing, Michigan 48823-5353; and WOLVERINE DEVELOPMENT 1999-1, L.L.C., a Michigan limited liability company, 4660 S. Hagadorn Road, Suite 230, East Lansing, Michigan 48823-5353 (hereinafter collectively called "Assignor"), for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto DART CHEROKEE BASIN OPERATING COMPANY, L.L.C., a Delaware limited liability company, 600 Dart Road, P.O. Box 177, Mason, Michigan 48854-1077 (herein called "Assignee"), as of the Effective Date (hereinafter defined), all of Assignor's right, title and interest in and to the following:

(a) The oil, gas and/or mineral leases (and contractual and/or other interests therein, including farmin and farmout rights, overriding royalty interests, production payments and/or net profits interests, if any), whether producing or non-producing, which are described on Exhibit A attached hereto or which otherwise cover and affect the lands covered by or unitized with the leases described on Exhibit A (hereinafter called the "Leases"), including all seismic and geological information specific thereto;

(b) The fee mineral interests, fee royalty interests, term mineral interests and any other interest in the oil, gas and other minerals in and/or under and that may be produced from all or any portion of the lands described on Exhibit A and/or the lands unitized therewith

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Exhibit "A"

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ertain ASSIGNMENT, CONVEYANCE AND BILL OF SALE dated July 19, 2002 by and between CB PIPELINE, L.L.C. et al, as Assignor and DART COMPANY, L.L.C., as Assignee.

Lease Date	Lessor	Lessee	Description	Twp. 33S	Rng. 15E	Township Name: Independence	County: Montgomery	State KS
09/01/83	A.N.S.J., Incorporated 202-0028	Carl Moot & Robert E. Turk, d/b/a A.T. Oil Co.		Section 29:	NW/4 and N/2 SW/4			
07/12/99	Clarkson, Jesse P. et ux 202-0029 <i>Gennieve</i>	Gary R Bridwell d/b/a Blackrain Energy		Twp. 33S	Rng. 15E	Township Name: Independence	County: Montgomery	State KS
05/01/99	Garner, John H. et ux 202-0030 <i>Nedra Dean</i>	Wayne E. Bright		Section 2:	S/2 NW/4 and N/2 SW/4			
05/01/99	Garner, John H. et ux 202-0031 <i>Nedra Dean</i>	Wayne E. Bright		Twp. 32S	Rng. 15E	Township Name: Independence	County: Montgomery	State KS
				Section 27:	Five acres (5) in square form in NE/4 NE/4 and W/2 NE/4 and NE/4 NE/4			
				Twp. 32S	Rng. 15E	Township Name: Independence	County: Montgomery	State KS
				Section 12:	Pt of W/2 SW/4			
				Twp. 32S	Rng. 15E	Township Name: Independence	County: Montgomery	State KS
				Section 13:	Pt of SW/4 NW/4 lying W of Elk River and Pt N/2 NW/4 lying W of Elk River.			
05/18/99	Gordon Trusts, James & Vicki 202-0032	Wayne E. Bright		Twp. 32S	Rng. 15E	Township Name: Sycamore	County: Montgomery	State KS
				Section 33:	SW/4 and SE/4 ex beg 787.7' N SE/4 N 442.3' W 492.2' S 442.3' to POB			