

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 3 \*\*  
☐ 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: 8-1-02 7/17/02  
Per op. 10/24/12  
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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09/17/02 Clarkson\_2.pdf

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 OR ☐ Drilling

Past Operator's License No. 5805 Exp. 6/3/86  
5086 Inactive License  
Past Operator's Name & Address: Windgate Oil Co Inc  
RR 1 Woodland View Independence KS 67301

Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Signature: Inactive License  
(Add'l info on file) Dil + 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

Contact Person: Beth Oswald  
Phone: 517-244-8716  
Oil / Gas Purchaser: OneOk

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

Date: 10-4-12  
Signature: [Signature]

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**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 10/25/12 PRODUCTION 10-26-12 UIC 10-26-12  
Mail to: Past Operator \_\_\_\_\_ New Operator \_\_\_\_\_ District \_\_\_\_\_

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

\* Lease Name: Clarkson

\* 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

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**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 4, 2012 Signature of Operator or Agent: Beth Oswald Title: Engr Support Supvr

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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  
by and between JESSE P. CLARKSON AND GENNEVIEVE M. CLARKSON (HUSBAND & WIFE) 1999

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

WITNESSETH, That the said lessor, for and in consideration of 10.25 + O.V.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 SW NW 1/4  
THE NORTH HALF OF THE SOUTHWEST QUARTER N18 SW 1/4

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 rights 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 19 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 DOLLARS, which sum shall operate as a rental and cover the or its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of

privilege of deferring the commencement of a well for 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 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 rentals or royalties shall be binding upon the lessee until after notice to the lessor 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 receiving 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 defeat 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



88.00 LEASE  
6 DEC 1999 10:58:30 AM Receipt #3032  
STATE OF KANSAS MONTGOMERY COUNTY  
FILED FOR RECORD  
BOOK PAGE  
JEANNE EASTMAN, REGISTER OF DEEDS

BOOK 490 PAGE 237

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

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BOOK 490 PAGE 237

STATE OF KANSAS  
COUNTY OF MCINTOSH

SS.

ACKNOWLEDGEMENT  
JULY 12

BE IT REMEMBERED, That on this 12 day of JULY in the year of our Lord one thousand nine hundred and NINETEEN before me, a Notary Public in and for said County and State, came JESSE P. CLARKSON and GENNEVIVE CLARKSON

to me personally known to be the identical persons 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. FEEHEE  
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 \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical persons 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 who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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 \_\_\_\_\_

STATE OF KANSAS

COUNTY OF

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 \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical person 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.

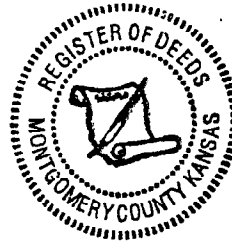
NOTE:—When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged

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

RETURN TO:

14 pages 32.00  
7.00  
28.00  
60.00  
Pray, Walker, Jackman, Williamson & Marlar  
100 West 5<sup>th</sup> Street, Suite 900  
Tulsa, Oklahoma 74103  
Attn: Don S. Smith

Montgomery County, Kansas



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

BOOK 521 PAGE 92

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# Exhibit "A"

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<br>202-0028       | Carl Moot & Robert E. Turk, d/b/a A.T. Oil Co. |             |          |          |                |              |         |            |          |
| 07/12/99   | Clarkson, Jesse P. et ux<br>202-0029     | Gary R Bridwell d/b/a Blackrain Energy         |             |          |          |                |              |         |            |          |
| 05/01/99   | Garner, John H. et ux<br>202-0030        | Wayne E. Bright                                |             |          |          |                |              |         |            |          |
| 05/01/99   | Garner, John H. et ux<br>202-0031        | Wayne E. Bright                                |             |          |          |                |              |         |            |          |
| 05/18/99   | Gordon Trusts, James & Vicki<br>202-0032 | Wayne E. Bright                                |             |          |          |                |              |         |            |          |