BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of an Order to Show Cause on the Commission's Own Motion Issued TSCH, LLC, Gary and Kayla Bridwell, d/b/a Black Rain Energy, and John M. Denman Oil Co., Inc., with Regard to Responsibility under K.S.A. 55-179 for Plugging the M. A. Alexander Lease in the East Half of the Northwest Quarter and the West Half of the Northeast Quarter of Section 31, Township 34 South, Range 12 East, Chautauqua County, Kansas	)	Docket No. 11-CONS-253-CSHO Conservation Division License No. 34407 License No. 30916 License No. 5729

POST HEARING BRIEF OF GARY AND KAYLA BRIDWELL, D/B/A BLACK RAIN ENERGY

Gary and Kayla Bridwell, d/b/a Black Rain Energy ("Mr. and Mrs. Bridwell"), submit this post hearing brief in response to the Order to Show Cause issued by the Kansas Corporation Commission (the "Commission") in this docket, requiring Mr. and Mrs. Bridwell to show cause why they should not be determined to be the party responsible for the proper care and control of the 44 wells (the "Wells") located on the M.A. Alexander lease (the "Alexander Lease") which were transferred to TSCH, LLC by assignment dated March 31, 2010. An evidentiary hearing in this docket was held on September 15, 2011.

NATURE OF THE CASE

TSCH, LLC, is the owner and last operator of the Alexander Lease and has assumed by express language in its assignment, the responsibility for plugging all of the existing wells located upon the Alexander Lease. There appears to be a general consensus among the parties and Commission Staff that TSCH, LLC, is clearly the person who is legally responsible for the proper care and control of the wells located upon the Alexander Lease. Mr. and Mrs. Bridwell cannot be made liable for plugging any of the Wells simply because TSCH, LLC, has asserted that it is financially incapable of doing so.

Gary and Kayla Bridwell who are merely former operators of the Alexander Lease do not meet any of the criteria set forth in K.S.A. 55-179 to render them persons legally responsible for the proper care and control of the Wells. Mr. and Mrs. Bridwell do not operate a waterflood program deemed to be causing pollution, are not the current or last operator of the Alexander Lease, were not the original operator who plugged or abandoned the Wells, and have not tampered with or removed surface equipment or down hole equipment from the Wells without authorization. Mr. and Mrs. Bridwell's only sin is that they at one time owned and operated the Alexander Lease for a brief period of time after the original operator had drilled and abandoned the Wells and before the last operator assumed responsibility for the Wells. K.S.A. 55-179 clearly does not provide for or permit such sin to render Mr. and Mrs. Bridwell persons legally responsible for the proper care and control of the Wells.

TIME LINE OF RELEVANT EVENTS

The relevant facts in this docket are not in dispute and are summarized as follows:

After receiving a complaint dated August 6, 2007, by the surface owners of the property encumbered by the Alexander Lease, Commission Staff began an investigation concerning the status of the Wells and the party then responsible for the proper care and control of the Wells. **Duling, 2:26-31; 3:1-14.** Commission Staff ultimately determined that the last operator of the Alexander Lease at that time was John M. Denman Oil Co., Inc. ("Denman"). **Duling, 3:12-14.** Denman had been conducting operations upon the Alexander Lease dating back to at least 1939. **Almond, 9:11-14.** Commission Staff further determined that oil had not been produced and sold from the Alexander Lease since 1989. **Almond, 5:10-11.**

After being informed by Commission Staff that Denman was the then current owner and operator of the Alexander Lease Denman investigated the possibility of reclaiming some of the Wells but ultimately assigned said lease to Mrs. and Mrs. Bridwell on July 1, 2008. **Bright, 2:3-5.** On July

1, 2008, Denman executed a Request for Change of Operator Transfer of Injection or Surface Pit Permit ("Form T-1") which transferred operator responsibility for thirty-two (32) of the Wells from Denman to Mr. and Mrs. Bridwell. **Almond Exhibit #3.** While Mr. and Mrs. Bridwell were the owners of the Alexander Lease they installed a tank battery, ran flow lines and electrical lines to three wells, installed tubing and rods in said three wells and reinstated production from said three wells. **Transcript, 89:6-21.**

On March 31, 2010 Mr. and Mrs. Bridwell assigned the Alexander Lease to TSCH, LLC[1]. **Bridwell Exhibit GB-2.** Said assignment expressly provides, ". . . .ASSIGNEE hereby assumes and agrees to indemnify and hold ASSIGNOR harmless of and from liability for plugging of any and all wells located on the leased premises." *Id.* On March 31, 2010, Mr. Bridwell executed a Form T-1 which transferred operator responsibility for thirty-two (32) of the Wells from Mr. and Mrs. Bridwell to TSCH, LLC. **Almond Exhibit #2.** Said Form T-1 had an effective date of April 1, 2010, however since TSCH, LLC did not become licensed until June 18, 2010, the transfer became effective on that date. **Order to Show Cause, Factual Finding #9; Almond, 4:11-17.** TSCH, LLC is the current owner and operator of the Alexander Lease. **Almond, 4:10-12.**

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[1] Prior to assigning the Alexander Lease to TSCH, LLC., Mr. and Mrs. Bridwell obtained new leases from the owners of the mineral interests encumbered by said lease. The new leases were obtained at the insistence of TSCH, LLC., due to concerns that the prior lease had terminated by its own terms during the extended period when no oil or gas was produced from the leased premises. *See* Transcript, 93:14-16. Mr. and Mrs. Bridwell acquired the new leases while the original lease was still in effect and continued to occupy the leased premises both before and after the new leases were obtained. Mr. and Mrs. Bridwell also granted Denman an overriding royalty interest in the new leases in compliance with the agreement between Mr. and Mrs. Bridwell and Denman whereby Denman was granted an overriding royalty interest in the original Alexander Lease. Therefore, the new leases procured by Mr. and Mrs. Bridwell were mere 'extensions or renewals' of the original leases to correct a potential title defect, and should not be treated as separate and independent oil and gas leases. *See Reynolds-Rexwinkle Oil v. Petex, Inc.*, 268 Kan. 840, 855 (2000). Additionally, TSCH, LLC., has undertaken physical activity on the Alexander Lease and the existing wells located thereon and has assumed control of the Wells by agreement, therefore TSCH, LLC., has become the operator of the Alexander Lease and is responsible under K.S.A. 55-179(b) for all of the Wells. *See* Docket No. 04-CONS-074-CSHO, ¶ 14. TSCH, LLC has also filed paperwork in the form of a Form T-1, application for an injection well permit, and request for temporary abandonment for the Wells under the terms of the extension or renewal leases, and therefore has demonstrated responsibility for the physical operation and control of such Wells. *See* Docket No 07-CONS-155-CSHO, ¶ 16.

ARGUMENTS AND AUTHORITIES

I. STATUTORY CONSTRUCTION AND THE REQUIREMENTS OF K.S.A. 55-179

A. THE CANNONS OF STATUTORY CONSTRUCTION

In interpreting and construing K.S.A. 55-179 the Commission must keep in mind the rules of statutory interpretation. "When the language of a statute is plain and unambiguous, the [Commission] must give effect to that language, rather than determine what the law should or should not be." *State v. Thompson*, 287 Kan. 238, 243 (2008). The Commission may not speculate as to legislative intent or read such a statute to add something not readily found in it. *State v. Sellers*, 292 Kan. 346, 357 (2011). A statute that is clear and unambiguous must be given effect as written, and the Commission has no need to resort to canons of statutory construction or consult legislative history. *See State v. Robinson*, 281 Kan. 538, 539-40 (2006). Ordinary words are to be given their ordinary meaning, and the statute should not be so read in an manner to add meaning that is not readily found therein or to read out what as a matter of ordinary English is in it. *Director of Taxation v. Kansas Krude Oil Reclaiming Co.*, 236 Kan. 450, 455 (1984). Since the provisions of K.S.A. 55-179 (referring only to those which the Commission must construe in order to resolve the issues posed in this docket) are clear and unambiguous, no other rules of statutory construction need be recited or considered.

B. THE FOUR CATEGORIES OF PERSONS LEGALLY RESPONSIBLE FOR THE PROPER CARE AND CONTROL OF AN ABANDON WELL

K.S.A. 55-179(b) lists the following four nonexclusive categories of persons legally responsible for the proper care and control of an abandoned well:

1) ***Any*** operator of a waterflood or other pressure maintenance program deemed to be causing pollution or loss of usable water;

2) ***The*** current or last operator of the lease upon which such well is located, irrespective of whether such operator plugged or abandoned such well;

3) ***The*** original operator who plugged or abandoned such well; and

4) ***Any*** person who without authorization tampers with or removes surface equipment or downhole equipment from an abandoned well.

There has been no evidence presented in this docket to render any party legally responsible for the proper care and control of the Wells under the first category listed above.

C. MR. AND MRS. BRIDWELL ARE NOT THE CURRENT OR LAST OPERATOR OF THE ALEXANDER LEASE

The language of K.S.A. 55-179(b) allows there to be either a 'current' operator of the lease at issue, or a 'last' operator of the lease. The statutory language uses the disjunctive 'or' to separate the terms 'current' or 'last' in defining the second category of persons listed above. If the lease is still active, there will be a current operator; if the lease has terminated, there will be a last operator. Thus, K.S.A. 55-179(b) contemplates that there will either be a current operator of the subject lease, ***or*** a last operator of the subject lease, but never both.

The statute does not state that the person legally responsible for the proper care and control of the Wells shall include the current '***AND***' last operator. Similarly, the statute does not state that ***anyone prior to the*** current or ***anyone prior to the*** last operator of the Alexander Lease may be held to be legally responsible for the Wells. Rather, the terms of K.S.A. 55-179(b) very clearly and unambiguously state, "a person who is legally responsible for the proper care and control of an abandoned well shall include, . . . ***the*** current ***or*** last operator of the lease . . . ." (Emphasis added). The terms 'current' or 'last' are preceded by the word '***the***' which indicates that a single person is being contemplated. It is important to note, the second and third categories of person listed above begin with the word 'the' which indicates that only one person could meet the requirements of such category, while the first and fourth categories of person listed above begin with the word 'any' which indicates that more than one person could meet the requirements of such category. This distinction makes it

clear that the legislature's use of the word 'the' to indicate that a single person is being contemplated, as either the current or last operator, was deliberate. The terms 'current' or 'last' are separated by the word '*or*' which indicates that the terms are mutually exclusive; thus, there can be either a current operator, or a last operator, but never both.

When the rules of statutory construction are properly applied, the only reasonable interpretation of K.S.A. 55-179(b) in this case is, if the Alexander Lease is still active, there will be a current operator; if the Alexander lease has terminated, there will be a last operator. The evidence presented in this docket was that TSCH, LLC is not currently conducing actual operations upon the Alexander Lease and that said lease was not producing either oil or gas at the expiration of the primary term thereof. Therefore, the Alexander Lease has terminated by its own terms and is no longer a valid oil and gas lease upon the property. As applied to the facts of this case, K.S.A. 55-179(b) mandates that since the Alexander Lease has terminated there is no 'current' operator of said lease and thus, TSCH, LLC, is the 'last' operator of the Alexander Lease and is therefore the party legally responsible for the proper care and control of the Wells.

As long as the ordinary words contained in K.S.A. 55-179(b), such as '*the*' and '*or*' are given their ordinary meaning Mr. and Mrs. Bridwell are not "***the*** current ***or*** last operator" of the Alexander Lease, as those terms are used in K.S.A. 55-179(b). Mr. and Mrs. Bridwell could only be found to be 'the current or last operator' of the Alexander Lease if the statute is read in a manner that adds meaning that is not readily found therein or excludes or substitutes words that as a matter of ordinary English are contained in K.S.A. 55-179(b). Moreover, Mr. and Mrs. Bridwell were never the operator of 12 of the Wells.

D. MR. AND MRS. BRIDWELL ARE NOT THE ORIGINAL OPERATOR WHO PLUGGED OR ABANDONED ANY OF THE WELLS

K.S.A. 55-179(b) requires that two conditions be met in order for a person to be determined

"the original operator who plugged or abandoned such well." First, the person must have either plugged or abandoned the well, and second the person must have been the '***original***' operator who did so. The evidence presented in this docket clearly shows that Mr. and Mrs. Bridwell never plugged or abandoned any of the Wells. While Mr. and Mrs. Bridwell were the owners of the Alexander Lease they reinstated production from three of the Wells before assigning the Lease to TSCH, LLC who also conducted operations upon said three wells. **Transcript, 100:14-25; 101:1.**

Moreover, when Mr. and Mrs. Bridwell became the owners of the Alexander Lease in 2008 all of the Wells had previously been abandoned. Such fact alone conclusively proves that Mr. and Mrs. Bridwell were not the ORIGINAL operator who abandoned any of the Wells. Through the portion of K.S.A. 55-179(b) being discussed in this section, the legislature is clearly allocating legal responsibility for an abandoned well to the person who initially caused said well to become a liability rather than an asset, i.e. the person who abandoned the well. Mr. and Mrs. Bridwell are only guilty of attempting to salvage what had already become a liability long before they became involved with the Alexander Lease. Mr. and Mrs. Bridwell's sole contribution to the current "problem" existing on the Alexander Lease was to reinstate production from three existing wells and to place additional equipment and a tank battery upon the lease which have substantial resale and salvage value. Clearly Mr. and Mrs. Bridwell have not plugged or abandoned any of the Wells and were certainly not the 'original' operator to do so as required by K.S.A. 55-179(b).

E. MR. AND MRS. BRIDWELL HAVE NOT TAMPERED WITH OR REMOVED ANY EQUIPMENT FROM ANY OF THE WELLS WITHOUT AUTHORIZATION

It is Mr. and Mrs. Bridwell's position that they received a valid assignment of the Alexander Lease from Denman, and also that they received the right to operate 32 of the Wells by virtue of the Form T-1 prepared and filed by Denman; therefore, none of their actions upon any of the Wells were done without authorization. There has been no evidence presented in this docket suggesting that Mr.

and Mrs. Bridwell removed any surface or downhole equipment from any of the Wells. Mr. and Mrs. Bridwell will concede that they did 'tamper' with three of the Wells when they reinstated production therefrom, however such actions were done with authorization from Denman.

Pursuant to K.S.A. 55-179(b) if a person without authorization, tampers with or removes surface or downhole equipment from a well, said person becomes a party legally responsible for the care and control of that specific well. K.S.A. 55-179(b) provides, "[f]or the purposes of this section, a person who is legally responsible for the proper care and control of ***an*** abandoned well shall include, ... any person who ***without authorization*** tampers with or removes surface equipment or downhole equipment from ***an*** abandoned well." (Emphasis added). The language of the statue clearly provides that the person legally responsible for an abandon well must be reviewed on a well by well basis, only those persons listed in the second category created by K.S.A. 55-179(b) can become liable for all abandoned wells located upon a lease through a single act. Therefore, if the Commission allocates any legal liability to Mr. and Mrs. Bridwell as a person within the category being discussed herein, such liability must be limited to the three wells which Mr. and Mrs. Bridwell actually 'tampered' with. However, since Mr. and Mrs. Bridwell did not act ***without authorization*** in reinstating production from said three wells, liability cannot be allocated to Mr. and Mrs. Bridwell for any of the Wells.

II. MR. AND MRS. BRIDWELL ARE NOT LEGALLY RESPONSIBLE FOR THE PROPER CARE AND CONTROL OF ANY OF THE WELLS

A. THE PLUGGING PLAN AGREED TO BY MR. BRIDWELL DOES NOT RENDER MR. AND MRS. BRIDWELL LEGALLY RESPONSIBLE FOR THE CARE AND CONTROL OF THE WELLS, AND MOREOVER SAID PLAN HAS BEEN VOIDED AND MADE OF NO EFFECT

Evidence presented in this docket confirms that Mr. Bridwell agreed to the terms of a plugging and return to production plan proposed by Commission Staff while Mr. and Mrs. Bridwell were the owners of the Alexander Lease. *See* **Almond Exhibit #4**. Mr. and Mrs. Bridwell concede that they were unable to fulfill the terms of said plugging and return to production plan, however failing to

comply with said plan merely rendered the plan null and void and did not cause Mr. and Mrs. Bridwell to become legally responsibility for the proper care and control of the Wells.

The plugging and return to production plan referenced above, consists of a letter dated January 14, 2009, from John McCannon to Gary Bridwell, d/b/a Black Rain Energies. Said letter set forth a plan whereby all thirty-two (32) of the Wells for which operator responsibility had been transferred to Mr. and Mrs. Bridwell would be either plugged or placed into production within a 24 month time period. Gary Bridwell agreed to the terms set out in said letter by signing it on January 23, 2009. Said letter expressly provides, "[w]e expect strict compliance with the plan and ***any failure to follow the plan would make it null and void*** and any remaining out of compliance wells would be required to be plugged or returned to service immediately."

The clear intent of the parties in drafting and agreeing to the plugging and return to production plan reference above was to allow Mr. and Mrs. Bridwell additional time to periodically bring all thirty-two (32) of the Wells which Mr. and Mrs. Bridwell were then responsible for back into compliance with applicable regulations. Essentially, Commission staff agreed not to demand that all thirty-two (32) of the Wells be immediately brought into compliance with applicable regulations, so long as Mr. and Mrs. Bridwell complied with the proposed plugging and return to production plan. Commission Staff further stipulated in said letter that if the plan was not complied with, said plan would be made null and void and Commission Staff would demand that all thirty-two (32) of the Wells be immediately brought into compliance with applicable regulations by plugging them or returning them to service.

The terms of the plan clearly stipulate, that Commission Staff's remedy for Mr. and Mrs. Bridwell's failure to comply with the plan, was to make the plan "null and void" and to require that all thirty-two (32) wells be immediately made to comply with applicable regulations. Upon their

failure to follow the plan Mr. and Mrs. Bridwell did not become strictly liable for the Wells, nor did they incur any continuing liability with regard to the Wells. Rather, the express terms of the plan provide that upon Mr. and Mrs. Bridwell's failure to follow the plan, it became 'null and void.'

Moreover, Ken Alcini called Commission Staff member John Almond on March 29, 2010, before TSCH, LLC purchased the Alexander Lease from Mr. and Mrs. Bridwell on March 31, 2010, and confirmed that the above referenced plan would be voided and made of no effect. **Almond Exhibit #9, p. 1, 2.** TSCH, LLC, then wrote to John Almond on March 31, 2010, to confirm the agreement reached during said phone conversation, that the notice requiring well plugging on the Alexander Lease would be voided upon TSCH, LLC's assumption of the Alexander Lease and filing the required T-1 Form. *Id.* Said Letter further stated, "[p]lease know that the intent of this letter is to reconfirm Mr. Alcini's understanding of the 3/29/10 conversation with you ***that Black Rain's plugging commitment would be voided and made of no effect upon TSCH's assumption and continuation of the development and redevelopment program to re-establish production from the universe of existing wells on the Alexander Lease.***" *Id.*

On April 15, 2010, TSCH, LLC, submitted a proposed Operating Plan on the Alexander Lease to John Almond. **Almond Exhibit #9, p. 4.** TSCH, LLC, wrote to John Almond again on August 6, 2010, outlining the progress that TSCH, LLC, had made in fulfilling the Operating Plan on the Alexander Lease and further clarifying said plan. **Almond, Exhibit 9, p. 6.** In addition, John Almond testified during the evidentiary hearing in this docket as follows,

Q. Subsequently, did the Commission enter into a similar compliance agreement with TSCH?

A. Not really a written agreement, but I talked to them several times on the phone. I was giving them some time to get the wells into compliance.

Q. Okay.

A. They were aware of the fact – and like I was telling the other attorney, in one of the emails he's specifying a time frame when they would begin putting wells into production and those kind of things, so we did not have a specific written agreement.

Q. But based on that exchange you assumed that there was an understanding that they were responsible for those wells; is that correct?

A. That's correct.

Transcript, 68:25, 69:1-16.

The above evidence clearly illustrates that although no written agreement was entered into, TSCH, LLC, and Commission Staff agreed upon a redevelopment program and TSCH, LLC, assumed said redevelopment program to re-establish production from the Wells. Upon reaching and assuming said agreement, any plugging commitment previously made by Mr. and Mrs. Bridwell was voided and made of no effect pursuant to the agreement reached between Ken Alcini and John Almond on March 29, 2010.

In summary, since the plugging and return to production plan expressly provided that said plan would become null and void if the terms of said plan were not complied with, Mr. and Mrs. Bridwell did not incur any legal responsibility for any of the Wells as a result of their assent to and subsequent noncompliance with said plan. The plugging and return to production plan was exactly as its name implies, a plan, it was not an agreement which rendered Mr. and Mrs. Bridwell liable for the plugging of any of the Wells if breached. Moreover, said plugging and return to production plan was voided and made of no effect by virtue of a subsequent agreement between TSCH, LLC, and Commission Staff.

B. MR. AND MRS. BRIDWELL ACCEPTED OPERATOR RESPONSIBILITY FOR 32 OF THE 44 WELLS AND SUBSEQUENTLY ASSIGNED THE OPERATOR RESPONSIBILITY FOR SAID 32 WELLS TO TSCH, LLC

It is not in dispute that on July 1, 2008, Denman prepared and executed a Form T-1 which transferred operator responsibility for thirty-two (32) of the Wells from Denman to Mr. and Mrs.

Bridwell. On March 31, 2010, Mr. Bridwell executed a Form T-1 which transferred operator responsibility for the same thirty-two (32) Wells from Mr. and Mrs. Bridwell to TSCH, LLC. Said Form T-1 had an effective date of April 1, 2010, however since TSCH, LLC did not become licensed until June 18, 2010, the transfer became effective on that date. Mr. and Mrs. Bridwell were not at any time listed as the operator of record for 12 of the Wells and are not currently listed as the operator of record for any of the Wells.

C. MR. AND MRS. BRIDWELL ARE NOT AFFILIATED WITH TSCH, LLC

During the evidentiary hearing held in this docket it was insinuated that Mr. and Mrs. Bridwell are in someway affiliated with TSCH, LLC. However, no evidence or witness testimony was presented to substantiate or otherwise support said insinuation. Gary Bridwell testified during the evidentiary hearing that he dealt with Ken Alcini in two separate capacities in conjunction with his ownership of the Alexander Lease, once as a representative of Spartan Operating, Inc., and the second time as a spokesman for TSCH, LLC. Such testimony is absolutely irrelevant to Mr. and Mrs. Bridwell's involvement with such entities. When directly questioned regarding Mr. and Mrs. Bridwell's involvement with Ken Alcini and TSCH, LLC, Gary Bridwell testified as follows:

Q: Back to Ken Alcini. Currently, do you have any agreements or arrangements or are you doing business in any way with Ken Alcini?

A: No, sir.

Q: Did you ever own any interest, did you own any stock, any membership interest, act as an officer, employee, anything with TSCH, LLC?

A: No, sir. Just consulting.

Q: So with Partners West, they came to you and they - - well, exactly how did you come into contact with Partners West?

A: Ken Alcini showed them this deal, which was also - - also along with the geology report.

Q: So Ken Alcini brought them to you?

A: (Witness motioned head affirmatively.)

Q: Do you know of his specific relationship with them at all?

A: No.

Q: No. So he just never told you, you never - -

A: No, I never asked and I - -

Q: And are you aware of Ken Alcini's specific relationship with TSCH?

A: No, I don't.

Q: No, all right. Is Kayla Bridwell associated in any way with TSCH?

A: No, sir.

Q: And is Kayla Bridwell doing business, does she have any agreements or any ties at all to Ken Alcini?

A: No, sir.

Q: Does Kayla Bridwell have any ties, any agreements, any relationship or ownership interest in TSCH?

A: No, sir.

Q: Other than being partners with them, did the two of you have any ownership interest or anything in Partners West?

A: No, sir.

While Commission Staff's concern that an entity could avoid plugging liability by essentially assigning a lease to a separate undercapitalized entity is understandable, the evidence presented in this docket does not support a finding that Mr. and Mrs. Bridwell have done such in this case. All of the evidence presented in this docket supports Gary Bridwell's testimony that neither he nor his wife have any affiliations or agreements with TSCH, LLC or Ken Alcini. Mr. and Mrs. Bridwell cannot be made liable for the Wells based merely upon an insinuation which lacks any evidentiary support.

CONCLUSION

Based upon the undisputed facts in this docket and the plain language of K.S.A. 55-179(b), Mr. and Mrs. Bridwell are not legally responsible for the proper care and control of any of the wells located on the Alexander Lease. Mr. and Mrs. Bridwell who were merely former operators of the Alexander Lease do not meet any of the criteria set forth in K.S.A. 55-179(b) to render them persons legally responsible for the proper care and control of any of the Wells. Mr. and Mrs. Bridwell owned and operated the Alexander Lease for a brief period of time after the original operator had drilled and abandoned the Wells and before the last operator assumed responsibility for the Wells. K.S.A. 55-179 clearly does not authorize or permit Mr. and Mrs. Bridwell who merely appear in the chain of title as a previous owner and operator of the Alexander Lease to be determined a person legally responsible for the proper care and control of the Wells.

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing was mailed, postage prepaid, this 18th day of October, 2011, addressed to:

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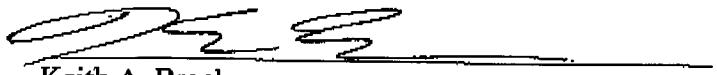

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