

FEB 20 2015

THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

CONSERVATION DIVISION
WICHITA, KS

Before Commissioners: Shari Feist Albrecht, Chair
Jay Scott Emler
Pat Apple

IN THE MATTER OF THE APPLICATION)	DOCKET NO.: 15-CONS-469-CUIC
OF RANGE OIL COMPANY, INC., FOR)	
AUTHORITY TO DISPOSE OF SALT WATER)	CONSERVATION DIVISION
IN THE BOWMAN #2 SALT WATER)	
DISPOSAL WELL, LOCATED IN SECTION 4,)	License No.: 5120
TOWNSHIP 29 SOUTH, RANGE 3 EAST,)	
BUTLER COUNTY, KANSAS)	
)	

JOINT MOTION FOR APPROVAL OF
UNANIMOUS STIPULATED SETTLEMENT AGREEMENT

COMES NOW Range Oil Company, Inc., by and through its attorneys, Depew Gillen Rathbun & McInteer, LC, , Michael Moeder, Jeanie Moeder, Aaron Moeder, Caroline Moeder and Jolene Dougherty (“property owners”) and the Commission Staff (“Staff”), and jointly move the Commission for an order approving the Unanimous Stipulated Settlement Agreement which has been entered into by said parties. In support thereof, the parties acknowledge the following:

1. An Application for Injection Well (salt water disposal) was filed by Range Oil Company, Inc., as operator, for its Bowman #2 well (API #15-015-23953-00-01), located in the Southeast Quarter of the Southwest Quarter of the Southwest Quarter (SE/4 SW/4 SW/4) of Section 4, Township 29 South, Range 3 East of the Sixth P.M., Butler County, Kansas, and more particularly described as being located approximately 330 feet North from the South line and 990 feet East from

the West line of Section 4, Township 29 South, Range 3 East of the Sixth P.M., Butler County, Kansas, under a certain Oil and Gas Lease covering the West Half of the Southwest Quarter (W/2 SW/4) of Section 4, Township 29 South, Range 3 East of the Sixth P.M., Butler County, Kansas (hereinafter “subject lands”). The injection formation is described as the Simpson Sand (being 3,138 feet to 3,171 feet KB, top to bottom) through perforations located from 3,140 to 3,143 feet KB and from 3,166 feet to 3,171 feet KB. The above-described Application for Injection Well (salt water disposal) (hereinafter “subject application”) was filed with the Commission on November 19, 2014, and Notice of the subject application was provided by publication in the Butler County Times-Gazette and through personal service upon the parties and at the addresses shown in Exhibit “A” attached hereto and incorporated herein by reference.

2. On December 15, 2014, a written protest of the subject application was filed with the Kansas Corporation Commission by Michael Moeder, Jeanie Moeder, Aaron Moeder, Caroline Moeder, Lois A. Mitchell, James A. Mitchell, Mary Kay Mitchell, Jolene Dougherty, Brian Mahan, Sarah Mahan, Owen B. Amsden, Janet Harding and Charles Harding.

3. Pursuant to a Prehearing Conference Order, a prehearing conference was held on Thursday, January 29, 2015, at 1:30 P.M. at the Commission’s office at 266 N. Main, Suite 220, Wichita, Kansas 67202. The following parties appeared: Range Oil Company, Inc., by and through its attorneys, David W. Nickel of Depew Gillen Rathbun & McInteer, LC, 8301 E. 21st St. N., Suite 450, Wichita, Kansas 67206, David Jervis (as a Landman employed by Range Oil Company, Inc.) and John Washburn (a Geologist employed by Range Oil Company, Inc.) and Michael Moeder, Jeanie Moeder, Aaron Moeder, Caroline Moeder and Jolene Dougherty, and the Commission Staff. However, Lois A. Mitchell, James A. Mitchell, Mary Kay Mitchell, Brian Mahan, Sarah Mahan,

Owen Amsden, Janet Harding and Charles Harding did not appear in person or by telephone in the prehearing conference, and pursuant to the provisions of the Prehearing Conference Order, said non-appearing parties are in default, and their protests should be dismissed.

4. During the prehearing conference, the parties agreed to settle this matter upon the terms and conditions set forth herein in the Unanimous Stipulated Settlement Agreement, which is attached hereto and incorporated herein by reference as Exhibit “B”, subject to approval of the Commission and an order being issued accordingly.

5. The Unanimous Stipulated Settlement Agreement fully resolves all issues concerning the application. The terms of this Unanimous Stipulated Settlement Agreement constitute a fair and reasonable resolution of the issues addressed herein, and the parties jointly request that the Commission approve the same and adopt the terms and provisions of the Unanimous Stipulated Settlement Agreement in an order approving the operator’s Application.

6. Should the Commission accept the specific terms of the Unanimous Stipulated Settlement Agreement, the parties waive their rights to a hearing, to request reconsideration of the Commission’s order approving the Unanimous Stipulated Settlement Agreement, and to seek judicial review of said order.

7. The acceptance of the specific terms of the Unanimous Stipulated Settlement Agreement, and the granting of the subject application upon the terms of the Unanimous Stipulated Settlement Agreement, will protect fresh and usable water, will prevent waste, and will protect the correlative rights of the operator and its royalty interest owners, by virtue of the fact that the application meets the requirements of all rules and regulations of the Commission as pertain thereto, and the Unanimous Stipulated Settlement Agreement is fair and reasonable in all respects.

WHEREFORE, for the reasons set forth herein, the parties request that this Joint Motion for Approval of Unanimous Stipulated Settlement Agreement be approved and that the subject application be granted in accordance with the conditions of the application and the provisions of the Unanimous Stipulated Settlement Agreement.

David W. Nickel
DEPEW GILLEN RATHBUN & McINTEER, LC
8301 East 21st St. North, Suite 450
Wichita, KS 67206-2936
Office (316) 262-4000
Fax (316) 265-3819

By 
David W. Nickel #11170
Attorneys for Range Oil Company, Inc.

VERIFICATION

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

David W. Nickel, of lawful age, being first duly sworn, upon oath states:

That he is one of the attorneys for Range Oil Company, Inc., the entrant herein, that he has read the above and foregoing Joint Motion for Approval of Unanimous Stipulated Settlement Agreement, knows the contents thereof and knows that all the statements made therein are true and correct to the best of his knowledge and belief.

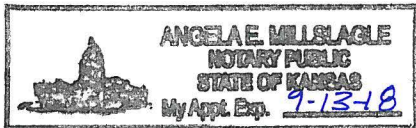


David W. Nickel #11170

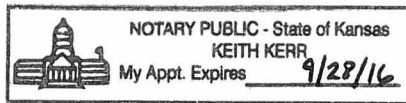
Subscribed and sworn to before me this 20th day of February, 2015.


Notary Public

My Appointment Expires:



STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)



Michael Moeder, of lawful age, being first duly sworn, upon his oath states:

That he has read the above and foregoing Joint Motion for Approval of Unanimous Stipulated Settlement Agreement and to the best of his knowledge and belief attests that all the statements therein made are true and correct.

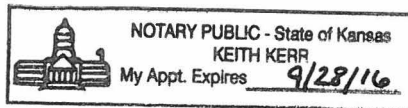
Michael Moeder
Michael Moeder

Subscribed and sworn to before me this 13 day of February, 2015.

[Signature]
NOTARY PUBLIC

My Appointment Expires: 9/28/16

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)



Jeanie Moeder, of lawful age, being first duly sworn, upon her oath states:

That she has read the above and foregoing Joint Motion for Approval of Unanimous Stipulated Settlement Agreement and to the best of her knowledge and belief attests that all the statements therein made are true and correct.

Jeanie Moeder
Jeanie Moeder

Subscribed and sworn to before me this 13 day of February, 2015.

[Signature]
NOTARY PUBLIC

My Appointment Expires: 9/28/16

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

Aaron Moeder, of lawful age, being first duly sworn, upon his oath states:

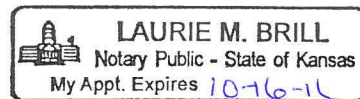
That he has read the above and foregoing Joint Motion for Approval of Unanimous Stipulated Settlement Agreement and to the best of his knowledge and belief attests that all the statements therein made are true and correct.

Aaron Moeder
Aaron Moeder

Subscribed and sworn to before me this 12th day of Feb, 2015.

Laurie M Brill
NOTARY PUBLIC

My Appointment Expires: Oct 16, 2016



STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

Caroline Moeder, of lawful age, being first duly sworn, upon her oath states:

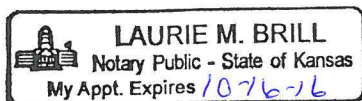
That she has read the above and foregoing Joint Motion for Approval of Unanimous Stipulated Settlement Agreement and to the best of her knowledge and belief attests that all the statements therein made are true and correct.

Caroline Moeder
Caroline Moeder

Subscribed and sworn to before me this 12th day of Feb, 2015.

Laurie M Brill
NOTARY PUBLIC

My Appointment Expires: Oct 16, 2016



STATE OF KANSAS)
 Butler) ss:
COUNTY OF SEDGWICK)

Jolene Dougherty, of lawful age, being first duly sworn, upon her oath states:

That she has read the above and foregoing Joint Motion for Approval of Unanimous Stipulated Settlement Agreement and to the best of her knowledge and belief attests that all the statements therein made are true and correct.

Jolene Dougherty
Jolene Dougherty

Subscribed and sworn to before me this 14th day of February, 2015.

Summer Scott
NOTARY PUBLIC

My Appointment Expires:



STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

ss:

Lane Palmateer, of lawful age, being first duly sworn, upon his oath states:

That he is Litigation Counsel for the Kansas Corporation Commission Staff (Conservation Division) and the public generally, he has read the above and foregoing Joint Motion for Approval of Unanimous Stipulated Settlement Agreement and to the best of his knowledge and belief attests that all the statements therein made are true and correct.

Lane Palmateer

On behalf of Kansas Corporation Commission Staff
(Conservation Division) and the public generally

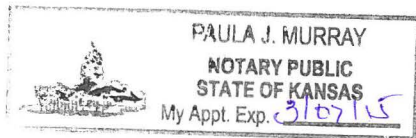
Printed Name: Lane Palmateer

Title: Litigation Counsel

Subscribed and sworn to before me this 20th day of February, 2015.

Paula J. Murray
NOTARY PUBLIC

My Appointment Expires:



CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of February, 2015, true and correct copies of the above and foregoing Joint Motion for Approval of Unanimous Stipulated Settlement Agreement were served by depositing a copy of the same in the United States Mail, postage prepaid, and properly addressed to the parties set forth below and the original and seven (7) copies were hand-delivered to the Kansas Corporation Commission as permitted by law.

John Washburn
Range Oil Company, Inc.
P.O. Box 781775
Wichita, Kansas 67278

Michael & Jeanie Moeder
P.O. Box 405
Rose Hill, Kansas 67133

Aaron & Caroline Moeder
P.O. Box 184
Rose Hill, Kansas 67133

Brian & Sarah Mahan
400 Sienna Drive
Rose Hill, Kansas 67133


Owen & Jan Amsden
14477 SW 190th Road
Rose Hill, Kansas 67133

Lois A. Mitchell
18847 SW Prairie Creek Road
Rose Hill, Kansas 67133

James A. & Mary Kay Mitchell
18805 SW Prairie Creek Road
Rose Hill, Kansas 67133

Charles Harding & Janet Wilson Harding
18501 SW Prairie Creek Road
Rose Hill, Kansas 67133

Jolene Dougherty
14361 SW 190th Road
Rose Hill, Kansas 67133



David W. Nickel #11170

Exhibit "A"

Michael & Jeanie Moeder
P.O. Box 405
Rose Hill, Kansas 67133

Aaron & Caroline Moeder
P.O. Box 184
Rose Hill, Kansas 67133

Brian & Sarah Mahan
400 Sienna Drive
Rose Hill, Kansas 67133

Owen & Jan Amsden
14477 SW 190th Road
Rose Hill, Kansas 67133

Lois A. Mitchell
18847 SW Prairie Creek Road
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James A. & Mary Kay Mitchell
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Rose Hill, Kansas 67133

Charles Harding & Janet Wilson Harding
18501 SW Prairie Creek Road
Rose Hill, Kansas 67133

Jolene Dougherty
14361 SW 190th Road
Rose Hill, Kansas 67133

**THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

Before Commissioners: Shari Feist Albrecht, Chair
 Jay Scott Emler
 Pat Apple

IN THE MATTER OF THE APPLICATION)	DOCKET NO.: 15-CONS-469-CUIC
OF RANGE OIL COMPANY, INC., FOR)	
AUTHORITY TO DISPOSE OF SALT WATER)	CONSERVATION DIVISION
IN THE BOWMAN #2 SALT WATER)	
DISPOSAL WELL, LOCATED IN SECTION 4,)	License No.: 5120
TOWNSHIP 29 SOUTH, RANGE 3 EAST,)	
BUTLER COUNTY, KANSAS)	

UNANIMOUS STIPULATED SETTLEMENT AGREEMENT

This Unanimous Stipulated Settlement Agreement ("Agreement") is made and entered into effective as of January 29, 2015, by and between Range Oil Company, Inc. ("operator"), Michael Moeder, Jeanie Moeder, Aaron Moeder, Caroline Moeder and Jolene Dougherty ("property owners") and the Commission Staff ("Staff"). The operator and the property owners shall hereinafter be referred to as "parties".

WHEREAS, an Application for Injection Well (salt water disposal) was filed by Range Oil Company, Inc., as operator, for its Bowman #2 well (API #15-015-23953-00-01), located in the Southeast Quarter of the Southwest Quarter of the Southwest Quarter (SE/4 SW/4 SW/4) of Section 4, Township 29 South, Range 3 East of the Sixth P.M., Butler County, Kansas, and more particularly described as being located approximately 330 feet North from the South line and 990 feet East from the West line of Section 4, Township 29 South, Range 3 East of the Sixth P.M., Butler County, Kansas, under a certain Oil and Gas Lease covering the West Half of the Southwest Quarter (W/2 SW/4) of Section 4, Township 29 South, Range 3 East of the Sixth P.M., Butler County, Kansas (hereinafter "subject lands"). The injection formation is described as the Simpson Sand (being 3,138

feet to 3,171 feet KB, top to bottom) through perforations located from 3,140 to 3,143 feet KB and from 3,166 feet to 3,171 feet KB. The above-described Application for Injection Well (salt water disposal) (hereinafter “subject application”) was filed with the Commission on November 19, 2014, and Notice of the subject application was provided by publication in the Butler County Times-Gazette and through personal service upon the parties and at the addresses shown in Exhibit “A” attached hereto and incorporated herein by reference.

WHEREAS, on December 15, 2014, a written protest of the subject application was filed with the Kansas Corporation Commission by Michael Moeder, Jeanie Moeder, Aaron Moeder, Caroline Moeder, Lois A. Mitchell, James A. Mitchell, Mary Kay Mitchell, Jolene Dougherty, Brian Mahan, Sarah Mahan, Owen B. Amsden, Janet Harding and Charles Harding. As a result, this matter was set for a prehearing conference to be held on Thursday, January 29, 2015, at 1:30 P.M. at the Commission’s office at 266 N. Main, Suite 220, Wichita, Kansas 67202, which prehearing conference was duly held as scheduled. The following parties appeared: Range Oil Company, Inc., by and through its attorneys, David W. Nickel of Depew Gillen Rathbun & McInteer, LC, 8301 E. 21st St. N., Suite 450, Wichita, Kansas 67206, David Jervis (as a Landman employed by Range Oil Company, Inc.) and John Washburn (a Geologist employed by Range Oil Company, Inc.) and Michael Moeder, Jeanie Moeder, Aaron Moeder, Caroline Moeder and Jolene Dougherty.

WHEREAS, the following parties did not appear in person or by telephone in the prehearing conference: Lois A. Mitchell, James A. Mitchell, Mary Kay Mitchell, Brian Mahan, Sarah Mahan, Owen Amsden, Janet Harding and Charles Harding. The Order setting the prehearing conference held in this matter provides that “any party that fails to attend or participate in the Prehearing Conference, hearing, or other stage of this proceeding shall be held in default under the KAPA [Kansas Administrative Procedure Act]”. Commission staff stated at the prehearing conference that it will file a motion for default for the above-named parties who did not appear at the prehearing conference. Therefore, upon an order dismissing said parties from this proceeding, the defaulting parties shall no longer have any protestant rights pending in this docket including the right to propose any terms or conditions in this Agreement.

WHEREAS, during the prehearing conference, the parties agreed to a hearing date of March 19, 2015, at the Commission's office at 266 N. Main, Suite 220, Wichita, Kansas 67202, and also discussed and resolved all issues concerning the subject application. Therefore, the parties agreed to settle this matter upon the terms and conditions set forth herein, subject to approval of the Commission and an order being issued accordingly.

WHEREFORE, the parties hereto announce to the Commission a proposed settlement of the captioned matter as set forth below:

1. All recitals in this Agreement are incorporated herein and acknowledged by the parties hereto as being true and accurate in all material respects, as far as known by the parties.

2. All obligations of the parties are subject to and conditioned upon approval of this Agreement by the Commission and an order issued by the Commission accordingly.

3. Range Oil Company, Inc. agrees to pay \$300.00 to all of the parties collectively, said sum to be used to reimburse said parties' expenses in obtaining a water quality test (as selected by the parties in their sole discretion) of the water in their water wells located immediately approximate to the subject lands. These water well tests shall be conducted prior to February 26, 2015, and the results thereof shall be shared with all parties hereto. The \$300.00 that will be paid by Range Oil Company, Inc. to the parties for reimbursement of expenses pertaining to the water quality test shall be paid to Jolene Dougherty, 14361 SW 190th Road, Rose Hill, Kansas 67133, who shall disburse said funds as agreed by the parties in their sole discretion.

4. The parties hereto agree to withdraw their protest from the subject application and agree that the subject application may be granted by the Commission without further notice or hearing in this matter. The Commission staff agrees to recommend approval of the subject application to the Commission.

5. Range Oil Company, Inc. agrees that it shall not dispose of any water produced from lands other than the West Half of the Southwest Quarter (W/2 SW/4) of Section 4, Township 29 South, Range 3 East of the Sixth P.M., Butler County, Kansas, without the written consent and approval of the parties hereto, which consent and approval shall be not be unreasonably withheld.

6. The Bowman #2 salt water disposal well shall be operated in accordance with the rules and regulations of the Commission and Range Oil Company, Inc. shall monitor daily pressure readings from said well. Range Oil Company, Inc. shall submit a report of said daily pressure readings on a quarterly basis (on or before the 15th day next following the end of each calendar quarter) for so long as the Bowman #2 salt water disposal well is operating. The pressure reading data shall consist of the daily pressure on the Bowman #2 well as observed by the contract pumper and shall consist of a date and pressure reading at a minimum. This pressure reading data shall be sent to Jeanie Moeder at P.O. Box 405, Rose Hill, Kansas 67133 by mail with a copy of the same to the Commission staff or to such other party or at such other address as designated in a writing submitted to Range Oil Company, Inc. at its business address. Jeanie Moeder (or any other designated person) shall share such information in such form and at such times as agreed between the remaining protesting parties. In the event that any party shall breach the terms of this Agreement, once approved by the Commission, enforcement of the same may be made through an application, complaint or other pleading filed with the Commission and set and heard by the Commission in accordance with the KAPA.

7. Upon approval of this Agreement, Range Oil Company, Inc. shall be allowed to commence salt water disposal in the Bowman #2 well on the later of the following two dates: the date upon which the Commission staff approves the Application for Injection Well (salt water disposal) by order issued by the Commission or February 29, 2015.

8. The rights and duties herein shall run with the land, including successors in interest to the parties herein with respect to the lands and leases currently owned and/or operated by them. No assignment of any rights or delegation of duties under this Agreement shall operate to enlarge or diminish the rights of the parties hereto.

9. Each party shall pay their own costs, expenses and attorney fees associated with this matter.

10. This Agreement fully resolves issues specifically addressed in this document between the parties. The terms of this Agreement constitute a fair and reasonable resolution of the issues

addressed herein, and the parties jointly request that the Commission approve the same and adopt the terms and provisions of this Agreement in an order approving the operator's Application.

11. The terms and provisions of this Agreement have resulted from negotiations between the parties and are interdependent. In the event the Commission does not approve and adopt the terms of the Agreement in total, any party has the option to terminate this Agreement and, if so terminated, none of the signatories hereto shall be bound by, prejudiced or in any way affected by any of the agreements or provisions hereof, unless otherwise provided herein.

12. Unless (and only to the extent) otherwise specified in this Agreement, the signatories to this Agreement shall not be prejudiced, bound by or affected in any way by the terms of the Agreement: (1) in any future Commission or court proceeding; (2) in any proceeding pending under a separate docket; and/or (3) in this proceeding, if the Commission decides not to approve this Agreement in total or in any way conditions its approval of the same. This paragraph is not meant to limit future enforcement of this Agreement should either party fail to fulfill all terms of this Agreement.

13. Except as otherwise provided herein, this Agreement does not prejudice or waive any party's legal rights, positions, claims, assertions or arguments in any other proceeding before this Commission or in any court.

14. If the Commission accepts this Agreement in its entirety and incorporates the same into its final order in this docket, the parties are bound by its terms and the Commission's order incorporating its terms as to all issues addressed herein, and will not seek reconsideration or appeal of the Commission's order on those issues.

15. This Unanimous Stipulated Settlement Agreement may be executed in multiple counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

David W. Nickel
On behalf of Range Oil Company, Inc.
Printed Name: David W. Nickel
Title: Attorney

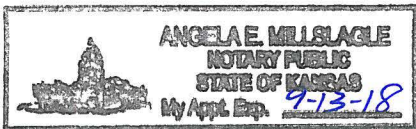
STATE OF Kansas)
COUNTY OF Sedgwick) ss:

BE IT REMEMBERED, that on this 20th day of February, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David W. Nickel, attorney for Range Oil Company, Inc., personally known to me to be such officer and to be the same person who executed as such officer the within instrument of writing on behalf of said corporation and acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Angela E. Millslagle
Notary Public
Printed Name: Angela E. Millslagle

My appointment expires:



Michael Moeder
Michael Moeder

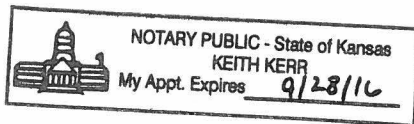
STATE OF Kansas)
COUNTY OF Sedgwick) ss:

BE IT REMEMBERED, that on this 13 day of February, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael Moeder, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Keith Kerr
Notary Public
Printed Name: Keith Kerr

My appointment expires: 9/28/16



Jeanie Moeder
Jeanie Moeder

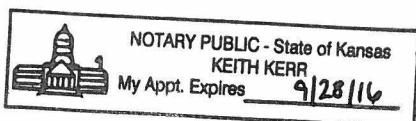
STATE OF Kansas)
COUNTY OF Sedgwick) ss:

BE IT REMEMBERED, that on this 13 day of February, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeanie Moeder, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Keith Kerr
Notary Public
Printed Name: Keith Kerr

My appointment expires: 9/28/16



Aaron Moeder
Aaron Moeder

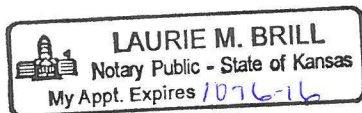
STATE OF Kansas)
COUNTY OF Butter) ss:

BE IT REMEMBERED, that on this 12th day of Feb, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Aaron Moeder, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Laurie M Brill
Notary Public
Printed Name: Laurie M- Brill

My appointment expires: Oct 16, 2016



Caroline Moeder
Caroline Moeder

STATE OF Kansas)
COUNTY OF Butter) ss:

BE IT REMEMBERED, that on this 12th day of Feb, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Caroline Moeder, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Laurie M Brill
Notary Public
Printed Name: Laurie M Brill

My appointment expires: Oct 16, 2016



Jolene Dougherty
Jolene Dougherty

STATE OF Kansas)
COUNTY OF Butler) ss:

BE IT REMEMBERED, that on this 14th day of February, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jolene Dougherty, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Summer Scott
Notary Public
Printed Name: Summer Scott

My appointment expires:



Lane Palmateer

On behalf of Kansas Corporation Commission Staff
(Conservation Division) and the public generally

Printed Name: Lane Palmateer

Title: Litigation Counsel

STATE OF Kansas)
COUNTY OF Sedgewick) ss:

BE IT REMEMBERED, that on this 20th day of February, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lane Palmateer, Litigation Counsel of the Kansas Corporation Commission Staff (Conservation Division) and the public generally, personally known to me to be such officer and to be the same person who executed as such officer the within instrument of writing on behalf of said commission and acknowledged the execution of the same for himself and for said commission for the uses and purposes therein set forth.

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

Paula J Murray
Notary Public
Printed Name: Paula J Murray

My appointment expires:

