

**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 of Langston Oil	)	Docket No. 18-CONS-3127-CEXC
& Gas, LLC, for an exception to the 10-year time	)	
limitation of K.A.R. 82-3-111, regarding TA	)	CONSERVATION DIVISION
status for said Applicant's Doll #1 well, located	)	
in the NE NE SE of Sec. 36-18s-11w, Barton	)	License No.: 30525
County, Kansas.	)	
_____	)	

**ORDER APPROVING SETTLEMENT AGREEMENT**

This matter comes before the State Corporation Commission of the State of Kansas (Commission). Having examined its files and records, and being fully advised in the premises, the Commission finds and concludes as follows:

1.        On August 25, 2017, Langston Oil & Gas, LLC (Operator) filed an application for an exception to the 10-year time limitation of K.A.R. 82-3-111 for the Doll #1 well, API #15-009-07268 (subject well), in Barton County, Kansas.

2.        On January 2, 2018, Conservation Staff filed a Motion to Approve Settlement Agreement attaching a Settlement Agreement (SA) duly executed by both parties.<sup>1</sup> The SA is attached and incorporated by reference.

3.        The SA indicates that the Operator agrees to plug the subject well by March 31, 2018.<sup>2</sup> Operator also agrees that failure to comply with this deadline shall result in the Commission assessing a \$1,000 penalty.<sup>3</sup> If the subject well is not plugged by May 30, 2018, Operator

---

<sup>1</sup> Motion to Approve Settlement Agreement (Jan. 2, 2018).

<sup>2</sup> SA at 3.

<sup>3</sup> *Id.*

understands and agrees the Commission shall assess Operator an additional \$2,500 penalty, and Staff may be directed to plug the well and assess the costs to Operator.<sup>4</sup>

4. Kansas law favors compromising and settling disputes when the agreement is entered into intelligently, and in good faith.<sup>5</sup> The Commission finds that the SA provides a fair and efficient resolution of the matter.

5. Pursuant to the SA, the Operator is hereby on notice that failure to comply with the SA may result in Operator's license being suspended without further notice.

**THEREFORE, THE COMMISSION ORDERS:**

A. The Motion to Approve Settlement Agreement is granted and the Settlement Agreement is approved.

B. Any Party affected by this Order may file with the Commission a petition for reconsideration pursuant to K.S.A. 77-529(a). The petition shall be filed within 15 days after service of this Order, plus three days if mailed, and must state the specific grounds upon which relief is requested.<sup>6</sup> The petition shall be addressed to the Commission and sent to 266 N. Main, Ste. 220, Wichita, Kansas 67202.

C. The Commission retains jurisdiction over the subject matter and parties for the purpose of entering such further orders as it deems necessary.

---

<sup>4</sup> *Id.*

<sup>5</sup> *Bright v. LSI Corp.*, 254 Kan. 853, 858 (1994).

<sup>6</sup> K.S.A. 55-162; K.S.A. 55-606; K.S.A. 77-529(a)(1); *see* K.S.A. 66-118b.

**BY THE COMMISSION IT IS SO ORDERED.**

Albrecht, Chair; Emler, Commissioner; Apple, Commissioner

Dated: March 1, 2018



Lynn M. Retz  
Secretary to the Commission

Mailed Date: March 1, 2018

DLK/sc

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

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

In the matter of the application of Langston Oil & Gas, LLC, for an exception to the 10-year time limitation of K.A.R. 82-3-111, regarding TA status for said Applicant's Doll #1 well, located in the NE NE SE of Sec. 36-18S-11W, Barton County, Kansas.	)	Docket No.: 18-CONS-3127-CPEN
	)	CONSERVATION DIVISION
	)	License No.: 30525

**SETTLEMENT AGREEMENT**

This Settlement Agreement (Agreement) is entered into by and between the Staff of the Corporation Commission of the State of Kansas ("Staff" and "Commission," respectively) and Langston Oil & Gas, LLC ("Operator"). Its effective date will be the date the Commission enters an order approving or amending the terms of the Agreement.

**I.      JURISDICTION**

1.      Pursuant to K.S.A. 74-623, the Commission shall have the exclusive jurisdiction and authority to regulate oil and gas activities.
2.      Pursuant to K.S.A. 55-150 *et seq.*, the Commission has authority to regulate the construction, operation, and abandonment of any well and the protection of the useable water of this state from any actual or potential pollution from any well.
3.      Pursuant to K.S.A. 55-155, operators and contractors, as defined in K.S.A. 55-150, shall be licensed by the Commission.
4.      Pursuant to K.S.A. 55-162, if the Commission finds that such person violated any provisions of K.S.A. 55-150 *et seq.*, the Commission shall take any appropriate action necessary to prevent pollution and protect water supply.

5. Pursuant to K.S.A. 55-164, in addition to any other penalty provided by law, the Commission, upon finding that an operator or contractor has violated the provisions of K.S.A. 55-150 *et seq.*, or any rule and regulation or order of the Commission, may impose a penalty not to exceed \$10,000, which shall constitute an actual and substantial economic deterrent to the violation for which the penalty is assessed. In the case of continuing violation, every day such violation continues shall be deemed a separate violation.

6. K.A.R. 82-3-111, within 90 days after operations cease on any well drilled for the purpose of exploration, discovery, service, or production of oil, gas, or other minerals, the operator of that well shall (1) plug the well, (2) return the well to service, or (3) file an application with the Conservation Division requesting temporary abandonment ("TA") authority, on a form prescribed by the Conservation Division. A well shall not be eligible for TA status if the well has been shut in for 10 years or more without an application for an exception pursuant to K.A.R. 82-3-100 and approval by the Commission. The failure to file a notice of temporary abandonment shall be punishable by a \$100 penalty.

7. K.A.R. 82-3-111(e) provides an exemption for certain wells that are (1) fully equipped and capable of production of oil or gas or for injection; (2) capable of immediately resuming production of oil or gas or of injection; (3) subject to a valid continuing oil and gas lease; when (4) the cessation period for the well is less than 365 days; and (5) the well is otherwise in full compliance with all of the Commission's regulations.

## **II. BACKGROUND**

8. On August 25, 2017, Operator filed an application for an exception to the 10-year time limitation of K.A.R. 82-3-111 for its Doll #1 well ("the subject well"), API #15-009-07268.

Operator has not conducted a recent, successful casing integrity test for the subject well, and Staff is unwilling to recommend approval of the application without such a test.

9. Staff and Operator informally discussed the possibility of a settlement. During the informal discussions, Staff and Operator were able to reach mutually agreeable terms in anticipated settlement of the issues. It was agreed that Staff would subsequently reduce the terms to writing and forward the draft to Operator for approval and signature.

### **III. TERMS OF THE SETTLEMENT AGREEMENT**

10. The parties agree that the Commission has jurisdiction and authority over this matter. The parties also agree that adoption of this Agreement is in the public interest and that the Commission should approve the stipulations as set forth below.

11. By March 31, 2018, Operator shall plug the subject well. Operator understands and agrees that failure to comply with this deadline shall result in Commission assessment of a \$1,000 penalty. Operator further understands and agrees that if the subject well is not plugged by May 30, 2018, then the Commission shall assess Operator an additional \$2,500 penalty, and Staff may be directed by the Commission plug the well and assess the costs to Operator.

12. Operator understands and agrees that failure to comply with the provisions of any of the above paragraphs, and the assessment of any penalties or costs under this Agreement, will result in the Commission suspending Operator's license without further notice until compliance is obtained and all outstanding penalties and costs are paid. Operator further understands and agrees that if Operator is found conducting oil and gas operations following suspension of Operator's license, and Operator's license is still suspended, then the Commission shall order all of Operator's oil and gas operations sealed and shall assess an additional \$5,000 penalty.

13. Operator acknowledges that upon any suspension of Operator's license, this matter may be submitted for judicial enforcement or enforcement through the Kansas Attorney General's Office.

14. The terms of this Agreement shall remain binding upon Operator even if its interests in the subject well are conveyed. However, if the subject well transferred to another operator and then brought into compliance with K.A.R. 82-3-111, it shall no longer be the responsibility of Operator under this Agreement, and shall count towards Operator meeting its obligations under this Agreement.

15. Except as described by this Agreement, Staff will not pursue Operator for any violation of K.A.R. 82-3-111 at the subject well that occurred or occurs prior to May 30, 2018, except for if the subject well is brought into compliance after this Agreement becomes binding, again falls out of compliance, and remains on Operator's license.

16. Staff agrees to recommend to the Commission that this Agreement be approved. Staff further agrees that upon approval by the Commission, and barring default proceedings pursuant to K.S.A. 77-520, this Agreement shall constitute a final resolution of this matter.

#### **IV. RESERVATIONS**

17. This Settlement Agreement fully resolves issues specifically addressed between the parties. The terms of this Agreement constitute a fair and reasonable resolution of the issues addressed herein.

18. The terms and provisions of this Agreement have resulted from negotiations between the signatories and are interdependent. In the event the Commission does not approve 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 terms or provisions hereof, unless otherwise provided herein.

19. 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 this Agreement: (1) in any future Commission or court proceeding; (2) in any proceeding currently pending before the Commission 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 and provisions.

20. Unless (and only to the extent) otherwise specified in this Agreement, this Agreement does not prejudice or waive any party's legal rights, positions, claims, assertions or arguments in any proceedings in this docket, or any other proceeding before the Commission or in any court.

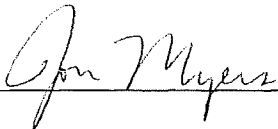
21. If the Commission approves this Agreement in its entirety and incorporates the same into a final order in this docket, the parties agree to be bound by its terms and the Commission's order incorporating its terms as to all issues addressed herein, and will not appeal the Commission's order.

22. This Settlement Agreement shall be binding on all parties upon signing.

**IN WITNESS WHERETO**, the parties hereby execute and approve this Settlement Agreement by subscribing their signatures below.



Commission Staff  
266 N. Main, Ste. 220  
Wichita, Kansas 67202


By: 

Printed Name: JON MYERS

Title: LITIGATION COUNSEL

Date: 12/29/17

Langston Oil & Gas LLC  
310 W. Central, Suite 202  
Wichita, KS 67202

By: 

Printed Name: D. S. LANGSTON

Title: MANAGING MEMBER  
KSCID # 7600

Date: 12/28/17

**CERTIFICATE OF SERVICE**

I certify that on **MAR - 1 2018**, I caused a complete and accurate copy of this Order to be served by placing the same in the United States mail, postage prepaid, to the following:

D.S. Langston  
Langston Oil & Gas LLC  
310 W. Central, Suite 202  
Wichita, KS 67202

and by email to:

Jonathan R. Myers, Litigation Counsel  
KCC Central Office

Dustin L. Kirk, Deputy General Counsel  
KCC Topeka Office

/s/ DeeAnn Shupe  
DeeAnn Shupe, KCC Docket Room