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VIA FACSIMILE

IN THE TWENTY-SIXTH JUDICIAL DISTRICT
DISTRICT COURT, STEVENS COUNTY, KANSAS
CIVIL DEPARTMENT

WILLIE JEAN FARRAR and KEITH)
FARRAR, as Co-Trustees of the Keith)
Farrar Revocable Trust, dated October 22,)
1999 and JOHN ELDON GREGG and)
KEITH THOMAS GREGG, as Co-Trustees)
of the Marie Gregg Trust u/A dated April 26,)
1979, as amended,)
AND)
THOMAS L. LAHEY & PATRICIA A.)
LAHEY, individually and jointly,)
)
Plaintiffs,)
)
v.)
)
MOBIL OIL CORPORATION,)
)
Defendant.)

Case No.: 01 CV 12

Pursuant to Chapter 60 of K.S.A.

EXXONMOBIL OIL CORPORATION'S
ANSWER TO SECOND AMENDED PETITION

EXXONMOBIL OIL CORPORATION (formerly known as Mobil Oil Corporation)
("ExxonMobil"), the defendant in this cause, files this Answer to Second Amended Petition, and
respectfully shows:

First Defense

1. ExxonMobil lacks sufficient information to admit or deny the allegations in paragraphs 1.

2. ExxonMobil admits that ExxonMobil is a New York corporation with principal offices in Texas at 5959 Las Colinas Blvd., Irving, Texas and admits the remaining allegations in paragraph 2 of the Second Amended Petition.

3. ExxonMobil presently lacks sufficient information to admit or deny the legal conclusion of ownership averred in paragraphs 3. Ownership of real property is a legal conclusion based on facts and evidence to be presented at trial and is not reasonably susceptible to admission or denial. ExxonMobil admits that ExxonMobil holds working interests in mineral producing properties gathered in one or more gathering systems which gathering is or was affected by the Gas Gathering Agreement referenced in paragraph 3. If further response is necessary, ExxonMobil denies the allegations in paragraph 3 to any other extent.

4. The allegation in paragraph 4 of the Second Amended Petition are not allegations of fact reasonably susceptible of admission or denial. ExxonMobil specifically denies that any "plaintiff class" exists or could be properly certified and to any other extent denies the allegations in paragraph 4.

5. ExxonMobil denies the allegations in paragraph 5 of the Second Amended Petition and specifically denies that any "plaintiff class" exists or could be properly certified concerning the subject matter of the suit described in the Second Amended Petition.

6. ExxonMobil denies that there exist common questions of law and fact to members of any plaintiff class that would permit the Court to exercise jurisdiction over or certify a plaintiff class. ExxonMobil specifically denies the remaining allegations in paragraph 6 of the Second Amended

Petition.

7. ExxonMobil denies the allegations in paragraph 7 of the Second Amended Petition and specifically denies that any “plaintiff class” exists or could be properly certified concerning the subject matter of the suit described in the Second Amended Petition.

8. ExxonMobil admits that ExxonMobil contracts with ONEOK Field Services Company, LLC to performing certain services related to the gathering of production that has been or is currently processed at the Bushton Plant, the National Helium Gas Plant, or the Jayhawk Plant. ExxonMobil denies the allegations in paragraph 8 of the Complaint to any other extent.

9. ExxonMobil denies the allegations in paragraph 9 of the Second Amended Petition.

10. ExxonMobil admits that owners of royalty interests are obligated to bear a pro rata share of post-production costs for gas produced from wells according to the leases, contracts, division orders and any other pertinent agreements that define the rights and obligations of particular royalty owners. ExxonMobil denies that this is a subject of actual controversy warranting any relief the plaintiffs request and otherwise denies the allegations in paragraph 9 of the Second Amended Petition.

11. ExxonMobil denies the allegations in paragraph 11 of the Second Amended Petition.

12. ExxonMobil denies the allegations in paragraph 12 of the Second Amended Petition.

13. ExxonMobil denies the allegations in paragraph 13 of the Second Amended Petition.

14. ExxonMobil denies that the plaintiffs are entitled to any of the relief requested in the Second Amended Petition and specifically denies that any “class” of plaintiffs could be properly certified in this action.

Second Defense

For further answer, if same be necessary, ExxonMobil avers:

15. Plaintiffs' claims are barred in whole or in part by the doctrine of laches.
16. Plaintiff's' claims are barred in whole or in part by the applicable statutes of limitations.
17. Plaintiffs' claims are barred in whole or in part by the principles of waiver, estoppel and/or quasi-estoppel.
18. Plaintiffs' claims are barred in whole or in part by the doctrines of payment, release, accord and satisfaction, or novation.
19. Plaintiffs' claims for relief in equity for accounting and injunction are barred in whole or in part by plaintiffs' unclean hands.
20. Plaintiffs' Second Amended Petition as a whole fails to state a claim upon which relief may be granted.
21. Plaintiffs claims are barred in whole or in part by the doctrines of offset and/or recoupment.
22. Plaintiffs have failed to join parties necessary to afford complete relief.
23. ExxonMobil reserves its rights to assert additional defenses based upon facts and information that may appear in the course of this litigation.

WHEREFORE, ExxonMobil Oil Corporation respectfully requests a judgment awarding no relief against ExxonMobil Oil Corporation, for its costs and such other and further relief, general and special, at law and in equity, to which it may show itself justly entitled.

Respectfully submitted:



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CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the above and foregoing has been sent by first class mail on this the 11th day of July, 2008, to the following:

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