ALBERTA SURFACE RIGHTS BOARD
(the "Board")

Citation: Penn West Petroleum Ltd. v Singh 2014 ABSRB 901

Date: 2014-12-17
File Nos. SL2013.0059, SL2013.0152 and SL2013.0153
Decision No. 2014/0901

In the matter of the *Surface Rights Act*, RSA 2000, c S-24 (the "*Act*")

And in the matter of land in the Province of Alberta within the:
S ½ of the SW ¼-4-52-25-W4M as described in Certificate of Title No. 962 120 129 +1
(the "Land")

BETWEEN:

PENN WEST PETROLEUM LTD.,

Operator,

- and -

SARASWATI PRASAD SINGH

Lessor.

BEFORE:

Thomas Robert, Presiding Chair
David Thomas, Member
D. A. Sibbald, Q.C., Member
(the "Panel")

DECISION

APPEARANCES:

For the Lessor:	Counsel:	Murray Engelking, Engelking Wood
	Witnesses:	Dr. Saraswati P. Singh, Landowner and Brian Gettel, Gettel Appraisals Ltd.
For the Operator:	Counsel:	Daron K. Naffin, Bennett Jones LLP
	Witnesses:	Robert Telford, McNally Land Services Ltd. and Bryan Romanesky, CityTrend

1.0 Background

The Board received three applications from the Lessor pursuant to Section 27 of the *Surface Rights Act* (the "*Act*") for reviews of the compensation payable under three surface leases (the "Leases"). In accordance with Section 27(11) of the *Act*, the Board convened a hearing at Edmonton, Alberta on July 30 and 31, 2014, to review the rate of compensation payable under the Leases.

Before the opening of the hearing on July 30, the Panel in the presence of the parties and their counsel, conducted a site inspection under Section 24 of the *Act*. The Panel did not enter the leased lands but observed the sites and surrounding land from nearby public roadway. Those observations provided a better perspective of the location of the sites and the surrounding area.

The parties agreed that timely notice was provided by the Operator under Section 27(4) of the *Act*.

The parties requested that the Panel reserve the determination of what costs are payable under Section 39 of the *Act*.

For ease of reference, the relevant provisions of the *Act* are set out in Appendix A.

The documents entered as exhibits are listed in Appendix B.

Counsel for each party provided written submissions as well as closing oral argument.

2.0 Preliminary Issue

The Panel agreed to a request after closing arguments by counsel were completed to allow the Lessor to provide his own written submission with the caution that it was not to contain any new evidence. A response from the Operator was to be accepted thereafter.

The Lessor personally delivered a document entitled "Brief – July 17th, 2014" in a binder with 13 numbered tabs and 2 appendices (the Brief) to the Board on August 5, 2014.

Counsel for the Operator wrote to the Board on August 12, 2014 acknowledging receipt of the Brief from the Board, since the Lessor did not provide it to him. The position was taken that the Brief contained new evidence and the Panel was asked to reconsider allowing the submission of the Brief or alternatively that the Panel give no weight to the Brief.

By letter dated August 25, 2014 Board Counsel sought the position of counsel for the Lessor on the Operator request and invited the submission of a revised Brief not containing any evidence that was not before the Panel at the hearing.

On September 9, 2014, counsel for the Lessor responded that the Lessor took the position that the Brief did not contain any new evidence and maintained that "it is up to the Panel to determine … if [the Brief] included evidence which was not before the hearing Panel."

Counsel for the Operator advised by letter dated September 16, 2014 that it was maintaining the position set out in the August 25, 2014 letter.

The Brief, and the letters referenced above were provided to the Panel for consideration.

The Brief seeks compensation of $1,079,200 based on different land value and acreage than those advanced during the hearing by counsel for the Lessor. The Brief references an appraised value by Halverson[1] who did not testify nor was his evidence submitted during the hearing. This information was clearly not presented during the hearing.

A document identified as a "Draft" Municipal Development Plan – "THE WAY WE GROW" was filed as Exhibit 1 at tab 2. Appendix 1 to the Brief contains the Bylaw 15100 adopting that Plan. This Bylaw was not part of the evidence presented at the hearing.

Appendix 2 to the Brief is described as containing "Approval of the Area Structure Plan". These documents were part of the evidence presented at the hearing.

Appendix 3 to the Brief is described as containing "Approval of the City of Edmonton for the preparation of the Neighbourhood Structure Plan…".

Appendix 7 to the Brief contains a "Statement of Expenses for NSP Incurred by S. P. Singh" and a collection of invoices. These documents were not part of the evidence presented at the hearing.

Appendix 8 to the Brief contains documents described as being related to "Cash or near cash raised by S. P. Singh for the development of the land". Those documents were not part of the evidence presented at the hearing.

Appendix 11 references "The loss of land for development because of ERCB set back requirement…" and has attached Layout Plan Concept 1, 2, and 3 as well as a document entitled "Riverview Preliminary Layout". Layout Plan Concept 3 was entered in Exhibit 1 at Tab 12 but none of the other documents at Appendix 11 of the Brief were entered as evidence.

The Panel specifically cautioned the Lessor that his post hearing submission was not to contain new evidence. As set out above, it is clear that he either ignored or misunderstood that direction. It is noted that the Lessor chose to decline the offer from Board Counsel to provide a revised Brief.

The Panel has been given no reason to find that any of this newly submitted information was not available at the time of the hearing. To the contrary, it appears the Brief was prepared in advance of the hearing.[2]

The 13 page body of the Brief, which is entitled "Pleadings for Compensation", is premised on this new evidence being considered by the Panel. By way of example the Panel references the reliance on an appraisal which was not in evidence.

Over the objection of the Operator, the Panel allowed the Lessor to provide a supplementary submission after his counsel had completed an oral closing argument and provided a written final submission. In doing so, the Panel recognized the need for proceedings under the *Act* to be less formal than those before a court.

The rules of natural justice require that all available evidence which a party relies upon be

[1] At page 1 of the Brief there is reference to Halvorson at Appendix 1b. The "List of Appendix" [*sic*] in the binder describes Appendix 1 B as "Valuation of Rolf Halvorson". The binder does not contain an Appendix 1 b or 1 B.

[2] As noted above it is dated July 17, 2014 being the date for the exchange of documents under B

presented at the hearing.

The Panel has reviewed the Brief and finds that absent the new evidence which will not be considered that the Brief is so lacking in reliability that it will be given no weight by the Panel.

3.0 Overview of the Land and the Sites

The Land consists of 50.72 acres and is located in the extreme southwest section of the City of Edmonton, a short distance south of Anthony Henday Drive and opposite the North Saskatchewan River Valley. A small country residential subdivision is located to the west of the Lands.

The current land use designation is Agricultural Zone and the Land is rented out by the Lessor for agricultural production.

The River Area Structure Plan (the ASP) was passed in July 2013 and designates the Land for residential use. The ASP is divided into five neighbourhoods, the Land being within Neighbourhood 3. The proposed staging for development under the ASP is to start in the extreme north portions of the ASP in an area adjacent to current development and then move to the northwest sector in Stage 2 and to the northeast where the Land is located in Stage 3.[3]

A proposed Neighbourhood Plan has been submitted to the City of Edmonton but at the time of the hearing had not been approved.

The Leases cover three adjacent portions of the Land and include multiple above ground facilities.

The initial lease (Lease A) is dated January 1, 1962 and covers 3.36 acres. It consists of a well site and access road with 2 producing well oil wells, a Level 1 shut in sour gas well and an injection well. It was agreed that the effective date for this review is January 1, 2012.

The second lease (Lease B) is dated August 8, 1978 and is a well site extension to the east of Lease A. It covers 0.83 acres with a producing oil well. It was agreed that the effective date for this review is August 8, 2013.

The third lease (Lease C) is dated March 26, 1979 and is a well site extension to the north of Lease A. It covers 1.03 acres with a producing oil well. It was agreed that the effective date for this review is March 26, 2014.

4.0 **Positions and Key Submissions of the Lessor**

The Lessor submits that compensation for loss of use should be premised on the market value of the Land and the claimed inability to develop both the 5.22 acres covered by the Leases and a setback area of 7.76 acres. While recognizing that to date no development has taken place, it is argued that sufficient planning steps have been undertaken to support a conclusion that development will occur within the review periods under consideration.

[3] Exhibit 1 at Tab 1 (Gettel Report) – page 22. As noted in the Gettel Report the ASP indicates that the order of development is not fixed at this time.

Brian Gettel, appraiser (Gettel), opined that the market value of the Land at the relevant effective date was as follows:

- Lease A – January 1, 2012 - $125,000 per acre;
- Lease B – August 8, 2013 - $167,500 per acre; and
- Lease C – March 26, 2014 - $200,000 per acre.[4]

The Lessor proposes utilizing a 10% rate of return to arrive at the compensation payable for loss of use as follows:

- Lease A - $42,000.00 per year;
- Lease B - $13,735.00 per year; and
- Lease C - $20,600.00 per year.

An additional $97,000.00 per year is proposed as compensation for loss of use of the setback area, based on the same methodology.

The Lessor acknowledges that no evidence was provided supporting the appropriateness of using an urban market rental rate or the proposed 10 % rate but argued that the Panel was able to make that determination on its own with reference to previously decided cases such as *Exxonmobil Canada Energy v. Westpoint Properties Inc.*[5], *Rywood Resources Ltd. v. Winfield Power Company Ltd. et al*[6], *Muntean v. GNE Resources Ltd.*[7] and *Nexen Inc. v. Farm Air Properties Inc. et al*[8].

The proposed basis for the annual compensation for adverse effect is $5,000.00 for each well head. Although based on a submission that the presence of the surface installations or facilities will have an "adverse effect on the return on investment realizable by the development of the balance of the land", it was acknowledged that the proposed rate is "admittedly arbitrary"[9].

In closing argument, the Panel was invited to consider a variable rate of annual compensation recognizing that the Land had not been developed at the effective dates but in the Lessor's submission would be developed within the five year compensation period following those dates. In other words, it was proposed that the compensation be increased on an annual basis to reflect the status of development.

5.0 Positions and Key Submissions of the Operator

The Operator submits that while the determination of rate of compensation payable is to be forwarding looking, the key time to determine if the lessor has suffered any compensable loss is the effective date.

The burden of proving that the compensation should be changed from the current rates falls on the Applicant, being the Lessor, and it is argued that the evidence adduced does not meet that

[4] Exhibit 1 at Tab 1 (Gettel Report) – page 50
[5] ASRB Decision No. 2003/0023
[6] ASRB Decision No. 99/0080
[7] [1993] A.J. No. 545
[8] ASRB Decision No. 2008/0182
[9] Lessor's Written Submission, dated July 29, 2014, at page 8

threshold.

The Operator relies on the evidence of Bryan Romanesky, planner, that a number of planning steps need to be completed before development can occur in support of the position that development is not imminent and will not occur for at best 4 years.

As a result, the position is taken that no loss related to the value of the Land has been established. Therefore, market value should not be a factor in determining compensation. In support of that position, the Operator references the evidence of Gettel, the appraiser who testified on behalf of the Lessor, that no loss will be incurred until the Land is marketed.

The Operator points to the evidence that the Lessor acquired the Land with full acknowledge of the Leases. It is submitted that his evidence that he did not appreciate that the Leases could be renewed is not sufficient to defeat an argument that he should not be compensated for a potential loss of use he had knowledge of when he purchased the Land in 1991.

It is further asserted that even if the Panel accepts that development is not premature, the Lessor has failed to provide evidence of any loss. It is submitted that the absence of evidence to support the use of a rate of return methodology or a 10% rate, results in the lack of an evidentiary foundation upon which to determine compensation.

The Operator proposes that the Panel either dismiss the Application; leaving the rate of compensation at the current amounts or, alternatively the rate of compensation be reduced relying on the evidence of Robert Telford using either a pattern of dealings approach or an empirical approach.[10] It was noted that the annual rent paid by the occupant of the Land who uses it for agricultural production is $60.00 per acre. That amount is advanced as a further alternative for the basis upon which to determine the compensation payable under the Leases.

6.0 Issues

1. What is the rate of compensation payable under each of the Leases as of their respective effective dates for this review?

    - Is compensation payable under the pattern of dealings approach?
    - Is compensation payable under the market value rate of return approach?
    - Is compensation payable based on the empirical evidence?

2. Is interest payable under Section 27(15)(b) of the *Act*?

3. What, and to whom, costs are payable under Section 39 of the *Act*?

7.0 Decision

1. The rate of compensation payable under each lease is as follows:

- Lease A (Board File No. SL2013.0059) effective January 1, 2012 - $7,369.00;
- Lease B (Board File No. SL2013.0152) effective August 8, 2013 – $2,746.00; and
- Lease C (Board File No. SL2013.0153) effective March 26, 2014 - $3,309.00.

[10] See Exhibits 3 and 4

2. No interest is payable under Section 27(15)(c) of the *Act*.

3. The issue of the costs payable under Section 39 of the *Act* is reserved with the parties to provide written submissions in accordance with the time lines set out below.

8.0 Findings and Analysis

8.1 Overview

The parties confirmed that the rate of compensation payable under each of the Leases was last reviewed and set in *Penn West Petroleum Ltd. v. Singh*.[11] In that decision, a Panel of the Board fixed compensation in the following annual amounts:

- Lease A effective January 1, 2002 - $7,369.00;
- Lease B effective August 8, 2003 – $2,746.00; and
- Lease C effective March 26, 2004 - $3,309.00.

The primary purpose of Section 27 of the *Act* is to provide a party to a surface lease with the opportunity to present evidence to establish that a new rate of annual compensation should be payable. As stated in *Nexen Inc. v. Farm Air Properties Inc. et al*[12]*(Farm Air)*:

> *The purpose of Section 27 is thus to provide for a review every five years of the rate of compensation. As such, the Legislature has created a mechanism for a reconsideration of that rate in light of changing circumstances within that time period. Those changes must, of course, be related to the "compensation payable on an annual or other periodic basis … in respect of those matters referred to in Section 25(1)(c) and (d)."*

The Lessor applied for the review and has the onus of proving the amount of compensation payable but "[*t]here is no presumption for or against the previous award.*"[13]

The degree of proof required is one of probability not certainty.

The core of the Lessor's position is that loss of use compensation should be based on the market value of the Land at each of the effective dates using a return on investment or market value rate of return approach and applying a 10% rate of return.

The Operator submits that such an approach is not applicable since no loss has yet been incurred due to development neither having occurred nor being imminent.

8.2 Pattern of Dealings

The first step in determining compensation is to consider whether the evidence establishes that a "pattern of dealings" exists. If so, subject to there being cogent reasons to depart from the pattern, the courts have repeatedly stated that great weight should be placed on the pattern (for example see *Livingston v. Siebens Oil & Gas Ltd.*[14]).

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[11] ASRB Decision No. 2007/0140
[12] Board Decision 2008/0182 at page 11
[13] *Jorsvick v. Pennzoil Petroleums Ltd.*, 1988 ABCA 108 at para 8
[14] [1978] 8 AR 439 (ABCA)

The Operator presented evidence of the compensation paid under 36 surfaces leases[15] through Robert Telford (Telford). He opined that a pattern of dealings had been established for each of the Leases. In doing so, he separated the leases by size. His opinion was that there was one pattern applicable to Lease A at 3.36 acres of $4,800.00 to $5,000.00 and a different pattern for the smaller Leases B and C of $1,000.00 to $2,000.00.

In order to establish a pattern the comparables used must reflect similar characteristics to the subject leases. Although not a restrictive list, the Panel considers the following factors to be a useful guide:

> *The principle contemplates "comparable" pattern of dealings, in terms of the rights granted, the type of land, proximity, date, acreage and the nature of the parties.*[16]

The Panel is not persuaded that the evidence provided satisfies that criterion. The following findings arise from the Panel's review of the comparable information:

- only 6 of the 36 comparables are located within the City of Edmonton;
- the comparables cover a wide range effective dates from January 2010 to May 2014;
- the comparables have a wide range of different surface facilities;
- the compensation paid under the comparables varies widely (larger leases from $2,800.00 to $8,815.00 and smaller leases from $1,000.00 to $2,000.00).

The Panel finds that no applicable pattern of dealings has been established.

8.3 Return on Investment or Market Value Rate of Return Approach

The Lessor argues that 3 criteria need to be established for this approach to be applicable:

1. Market value at the effective date;
2. The activities of the operator have impinged on the lessor's ability to use the land; and
3. A reasonable rate of return.

While those criteria may not be suitable for all fact scenarios, the Panel accepts that based on the information provided they provide a reasonable framework for analysis in the present matter.

Gettel's market value opinions as set out above were not challenged; thus satisfying the first criterion.

The second criterion proposed by the Lessor is another way of expressing the need discussed in several of the decisions cited by counsel to establish that development has either occurred or is imminent.

The Panel is not persuaded that this criterion has been established. Some steps have been taken towards development and both of the appraisers agreed that development is likely to occur in the future. Even if one accepts that the Neighbourhood Plan will be approved in the fall of 2014 as suggested by the Lessor, several other steps must be accomplished before the Land can be

[15] Exhibit 4
[16] *Imperial Oil Resources v. 826167 Alberta Inc.* [2007] AJ No. 401 at para 21

developed. Those include rezoning from the current designation as AG, subdivision approval and development permit approval. The timing for the completion of those steps is at this stage uncertain.

A key factor in the timing of development is the availability of services. No services are currently on the Land. The Panel acknowledges that it is not certain that the staging described in the ASP will be followed but it is the most logical progression since it moves from serviced areas outward.

The Lessor testified that he does not have to rely on his own financial resources since other larger developers are involved who have agreed to 'front' the servicing costs for the Lessor's relatively small part of the overall ASP development. A reasonable extension of that situation is that the Lessor has less influence on which order in which the lands are developed than the party providing the funding.

Evidence was given by the Lessor that one of the larger developers had told him that they expect to be selling lots by the summer of 2015. The location of such potential sales within the ASP was unclear at best. The absence of direct evidence from one of the 'major players' or the consulting engineers was a factor the Panel considered in assessing the likely timing of development of the Land.

The only evidence from a qualified planning expert was that of Bryan Romanesky. He opined that, even acknowledging that some of the planning steps can be undertaken simultaneously, a best case scenario is for development to occur in approximately four years from the hearing in July 2014. The Panel found his evidence persuasive in light of his experience with the City of Edmonton's planning process and the development of residential properties.

Both at the effective dates and at the present time the Land is used for agricultural production and designated for that land use. The information presented by the Lessor as to when services will be available for the Land is at best uncertain and perhaps more accurately speculation.

The lack of any expert evidence that the use of the return on investment or market value rate of return approach could be supported in the circumstances was another factor considered by the Panel. While not necessarily persuasive, such an opinion if based on a supportable factual foundation may have bolstered the Lessor's position.

The second criterion proposed by the Lessor has not been established. The Panel finds that there is insufficient evidence to conclude that "the activities of the Operator have impinged on the lessor's ability to use the land" or in other words that it is likely that development is imminent.

The Lessor's third criterion is a reasonable rate of return. The Lessor acknowledges that there is no evidence of what that rate should be but argues the Panel can determine the rate based on other decisions.

The Panel rejects the Lessor's position that it is able to determine the rate in the absence of any evidence. No information about the Lessor's anticipated rate of return was provided. No supportable basis to make such a determination was advanced. There was no suggestion advanced that past decisions have set a standard rate which is applicable to all scenarios.

In summary, the Panel finds that the Lessor has failed to establish the criteria he proposed are required to apply the return on investment or market value rate of return approach.

The Operator also argued that the Lessor's knowledge of the Leases prior to purchasing the Land as an "investment"[17] would result in over compensation if a market value approach was now utilized. In light of the finding that such an approach will not be used, the Panel need not consider this issue.

8.4 Empirical Evidence

Telford provided an opinion of the annual rate of compensation payable under the Leases based on empirical information[18]. He concluded as follows:

- Lease A - $2,965.32;
- Lease B - $1,134.87; and
- Lease C - $1,263.74.

The factual basis for this opinion is problematic. Statistical averages of crop yield and pricing was used rather than actual data from the production from the Land. The crop rotation was assumed as opposed to actual. Typical farm equipment size and farm operations were assumed and not actual. The practices of farming around the leases were assumed and not actual.

The Panel recognizes that the actual information was not provided to Telford. Nevertheless, in the absence of corroborating evidence to support the similarity of the assumed data to the actual circumstances, the Panel finds that the resulting opinion is not a sufficiently reliable basis upon which to determine compensation.

The Operator also made note of the annual $60.00 per acre rent paid to the Lessor by a tenant who uses the land for agricultural purposes. The Panel considers that rate to be of little probative value since it is so far removed from the compensation payable under the previous award or any of the leases provided by the Operator in Exhibit 4.

8.5 Conclusion on Rate of Compensation

As outlined above, the Panel has found that none of the proposed methods of assessing the compensation payable under the Leases was established on the evidence presented.

As stated in *Jorsvick: "*What happened earlier is merely a factor to be considered. … There is no presumption for or against the previous award.*"*[19]

For the reasons set out above, the Panel findsthat the leases provided by the Operator in Exhibit 4 do not support finding a pattern of dealings. They do, however, indicate compensation being payable in the range of the amounts awarded by the Board in its previous decision[20].

Considering the previous awards, the lack of persuasive evidence to support the proposed methods of assessing compensation and the range of compensation payable under the leases set out in Exhibit 4, the Panel finds that the compensation payable under the leases should not be varied.

[17] Testimony of Lessor during examination in chief
[18] Exhibit 3
[19] See footnote 13 above
[20] See footnote 11 above

Orders will issue confirming the current rates of compensation at the relevant effective dates being as follows:

- Lease A (Board File No. SL2013.0059) effective January 1, 2012 - $7,369.00;
- Lease B (Board File No. SL2013.0152) effective August 8, 2013 – $2,746.00; and
- Lease C (Board File No. SL2013.0153) effective March 26, 2014 - $3,309.00.

8.6 Interest

The parties agreed that the Operator provided proper notice under Section 27(4). As a result, no interest is payable under Section 27(15)(c).

8.7 Costs

The Panel reserves on the issue of costs and directs the parties to provide written submissions to the Board and the opposing party in accordance with the following timelines:

- The Lessor - within four weeks of the date of this decision;
- The Operator - within three weeks of receiving the Lessor's submission; and
- The Lessor's Reply, if any – within two weeks of receiving the Operator's submission.

Dated at the City of Edmonton in the Province of Alberta on December 17, 2014.

SURFACE RIGHTS BOARD

MEMBER

Appendix A

The relevant sections of the SRA are as follows:

Determining compensation

25(1) The Board, in determining the amount of compensation payable, may consider…

(c) the loss of use by the owner or occupant of the area granted to the operator,

(d) the adverse effect of the area granted to the operator on the remaining land of the owner or occupant and the nuisance, inconvenience and noise that might be caused by or arise from or in connection with the operations of the operator,….

Review of rate of compensation

27(1) In this section,

(a) "lessor" means a party to a surface lease who is entitled to receive compensation under that surface lease;

(b) "operator" means an operator who is obligated to pay compensation under a surface lease to a lessor, or who is obligated to pay compensation under a compensation order to a respondent;

(c) "parties" means,

(i) with respect to the review or fixing of a rate of compensation under a surface lease, the operator and the lessor, and

(ii) with respect to the review or fixing of a rate of compensation under a right of entry order, the operator and the respondent;

(d) "rate of compensation" means the amount of compensation payable on an annual or other periodic basis under a surface lease or compensation order in respect of the matters referred to in section 25(1)(c) and (d)….

(4) An operator shall give a notice to the lessor or respondent, as the case may be,

(a) on or within 30 days after the 4th anniversary of the date the term of the surface lease commenced or the right of entry order was made, as the case may be, where the term of the surface lease commenced or the right of entry order was made on or after July 1, 1983, or

(b) where the term of the surface lease commenced or the right of entry order was made before July 1, 1983, on or within 30 days after July 1, 1987….

(8) If, by the end of the compensation year in which the notice is given, the parties cannot agree on a rate of compensation, the party desiring to have the rate of compensation reviewed or fixed may make an application to the Board for proceedings to be held to determine the rate of compensation….

(11) The Board shall hold proceedings to determine the rate of compensation and, as soon as it is convenient afterwards, shall make an order fixing, confirming or varying the rate of compensation payable commencing on the anniversary date of the surface lease or compensation order, as the case may be, next following the date notice was given under subsection (4)….

(15) If the operator fails to give a notice required by subsection (4) or (14), the lessor or respondent, as the case may be, may within a reasonable time after the failure, give a notice to the operator stating that the lessor or respondent wishes to have the rate of compensation reviewed or fixed and in that case…

(c) the Board may make any order regarding the payment of interest that it considers appropriate….

Appendix B

Exhibit Number	Exhibit Description	Exhibit Filed By
1	Lessor's Hearing Documents	Lessor
2	Lessor's Supplementary Hearing Documents	Lessor
3	Report of Robert Telford	Operator
4	Operator's Comparable Evidence	Operator
5	Report of Bryan Romanesky	Operator
6	Rebuttal Report of Bryan Romanesky	Operator
7	Applications under Section 27 in Board Files SL2013.0059, SL2013. 0152 and SL2013.0153	By Agreement
8	Copy of Four Photographs	Lessor
9	Copy of December 6, 1991 letter with attached Assignment of Leases	Operator

ADDITIONAL INFORMATION FILED

1. Written Argument of Lessor, dated July 29, 2014
2. Written Argument of Operator, dated July 31, 2014
3. Brief of the Lessor
4. Letter from Counsel for the Operator, dated August 12, 2014
5. Letter from Counsel for the Lessor, dated September 9, 2014
6. Letter from Counsel for the Operator, dated September 16, 2014

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