THE
REGISTER
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President's Message

Dear Members,

I hope you all had a wonderful Christmas!

I hope everyone enjoyed our annual Christmas Social. Big thanks to Chris Font for working hard to put the party together with SGS. I'm sorry that I was unable to attend (due to a family emergency), but I know we had a wonderful turnout, and once again provided a blessing to children through the Salvation Army. Thanks, everyone!

January 10th marks the anniversary of the discovery of the Spindletop Oilfield in Jefferson County, Texas in 1901. The historic gusher, located on a salt dome formation south of Beaumont, ushered in a new era of oil and gas exploration and production. It came only after several frustrated efforts to drill in the area. The well was actually spud on October 27, 1900, using a new style of drill bit, but it wasn't until January 10, 1901 that mud began to bubble from the hole, followed by six tons of drilling pipe. The geyser blew a stream over 100 feet high for a full nine days before it was capped. (https://www.lamar.edu/spindletop-gladys-city/spindletop-history.html)

The cycle of boom and bust with which we're all so familiar got its start then and there. I've always thought that that gusher encapsulated the whole ethos of the oil and gas industry: the curiosity, dogged perseverance, and absolute unbridled thrill of success. I hope that we can all capture some of that thrill of success in the New Year!

Please look out for announcements regarding our February Educational Seminar. Remind your friends that haven't renewed their memberships to ALTAPL that it is worth it to renew for the savings you'll receive on registration! The seminar remains an excellent value in comparison to educational opportunities in our surrounding areas.

As always, thank you for your support, and Happy New Year!

Sincerely,

Lora S. Smith, J.D., CPL
President

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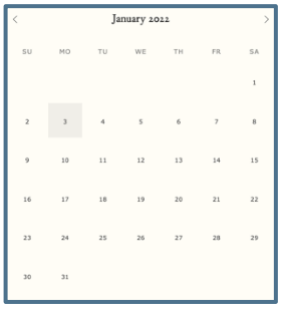
ALTAPL Events



View the interactive ALTAPL calendar online at altapl.org/events.

January 3
Monthly Membership Meeting

February 25
Educational Seminar

AAPL Events

See more at www.landman.org.

Date	Event	Location
1/13/2022	Structuring A Deal: Negotiation Strategy and Technique Seminar	Oklahoma City, OK
1/18/2022	Joint Operating Agreements 1 Day Seminar	Webinar
1/19/2022-1/21/2022	AAPL RPL/CPL Certification Exam Review	Jackson, MS
1/31/2022	Solar Lease Fundamentals	Webinar
2/8/2022-2/11/2022	2022 NAPE Summit Global Business Conference	Houston, TX
2/8/2022	Surface Use and Access – Short Course	Houston, TX
2/17/2022	Due Diligence Seminar	Webinar
2/17/2022	Solar Lease Fundamentals	Arlington, TX
2/23/2022	AAPL RPL/CPL Certification Exam Review	Shreveport, LA

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The Ark-La-Tex Association of Professional Landmen is a non-profit organization operated by its membership for mutual benefit to further the knowledge and interests of Professional Landmen, and to better acquaint the public with the scope of the Landman's work.

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Contributions from our readers are welcome.

All suggestions and manuscripts should be mailed or emailed to the editor. We reserve the right to edit all material according to standard practices.

Bylined and credited articles represent the view of the authors, and ads are the responsibility of the advertiser; publication neither implies approval of the opinions expressed nor accuracy of the facts stated.

Letter from the Editor

Hello Land Professionals!

John Barr

I hope that everyone is doing well out there. The Christmas Social at the Petroleum Club was a big hit this year. The food and live music seemed to get everyone in the holiday spirit. I was happy to see everyone mingling and having fun. Please check out the pictures in this edition of THE REGISTER.

Please enjoy this edition of The Register and the ALTAPL wishes all a Happy Holiday Season. I have two nice articles to share with you this month. Please check out part three of the three part series, ***The Right Way to Look at Right-of-Ways***. Zachary Bernard with Baker Hostetler's Energy Industry Group has allowed us to share his great right-of-way article that really give us an idea about anything you would want to know about the right-of-way agreement, how it works, and what it does. I know that each of you is on the edge of your seat in great anticipation of what part three of this series will end with. We are excited to present another three part series that should be beneficial to our readers to show some of the conflicts and resolutions that are taking place in our modern energy era. Madison Longust, marketing and communications manager for Gray Reed has presented us with ***The Top Ten Texas Oil and Gas Cases of 2021***, written by Ethan Wood and Gray Reed. Please check out part one of the three part series and buckle up for a wild ride. The suits discussed in this article really dive into current issues ranging from solar contracts and problems with the mineral owner, to post production deductions and conflicts

2021-2022 ALTAPL Annual Advertising Rates

The rates cover advertising for all issues of our monthly newsletter The Register and on our website at www.altapl.org from September 2021 through August 2022 (please note there is no publication of the newsletter for the months of June, July or August).

AD SIZE	RATE
Eighth Page	$200.00
Quarter Page	$275.00
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Letter from the Editor

(continued)

between the mineral owner and the operator. Check out this paper and learn the outcomes of these conflicts that took place in 2021. Please check out the letter from the President and see what Lora has for us this month. Please don't forget to check out Ken's Corner as well. Ken may be out there Christmas caroling or maybe even filling stocking stuffers, but believe you me that if any hot energy topic took place in December, Ken will have us covered! Please also enjoy time with your loved ones and give thanks for everything that we are blessed to have and be a part of.

Sincerely,

John Barr

Editor

Photos from the 2021 ALTAPL-SGS Christmas Social

(continued on page 24)

Photos by John Barr, David Williamson, and Rachel McNerney

Monthly Membership Meeting and Lunch

January 3, 2022; 11:30 AM - 1:00 PM
Petroleum Club - 15th Floor
Cost: $20

Speaker: Mike Adams of Blanchard, Walker, O'Quin & Roberts
Topic: Update on Legacy Litigation (allows for 1 CEU credit)

Reservations for lunch need to be made by noon Thursday before the event.
Please be prompt in your reservations.

Mr. Adams' practice involves civil, oil and gas, and commercial litigation, natural resources, insurance, labor and employment law, toxic torts and products liability. He earned his undergraduate degree in chemistry from McNeese State University in Lake Charles, Louisiana and his law degree from Louisiana State University in Baton Rouge, Louisiana, where he was a member of Order of the Coif and Omicron Delta Kappa and served as Associate Editor of the Louisiana Law Review. Prior to joining Blanchard Walker, Mr. Adams served as law clerk for Honorable Edwin F. Hunter, Jr., Chief U.S. District Judge, Western District of Louisiana. He was admitted to practice in 1973 and joined the firm in 1974. Mr. Adams has tried cases in the state and federal courts in Louisiana and other states and at the Federal Energy Regulatory Commission. He has appeared before the Louisiana appellate courts, the Fifth and Tenth Circuit Courts of Appeals and the United States Supreme Court (as co-counsel). He is a member of the American (Member, Litigation, Tort and Insurance Sections), Louisiana (Assistant Bar Examiner, 1985-2002), and Shreveport (Program Chairman, Sections; CLE Chairman), Fifth Circuit Bar Association and the Louisiana Association of Defense Counsel. In the community, Mr. Adams has served as Chairman of the Board of the Volunteers of America of North Louisiana (2005-07) and is presently Chairman of the VOA Endowment Committee. He has served as President (1993-94) and Vice President (1991-92) of the Governing Board of the Red River Arts Festival, board member of the Cotillion Club of Shreveport (President, 1998; Vice President, 1997) and is a sustaining member of The Community Foundation of North Louisiana. He currently serves on the Board of Trustees of the LSU Law Alumni Association, is a volunteer with the Volunteers of America of North Louisiana Lighthouse after-school tutoring program, member of the Chancellor's Council of the LSU Law Center and is currently an active Sunday school teacher and Chairman of the Legal Committee at First United Methodist Church of Shreveport. Mr. Adams is a Director and former President of the firm and may be reached at (318) 934-0251.

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The attorney responsible for this advertisement is Michael Brassett, who can be reached at 301 Main St., Suite 2100, Baton Rouge, LA 70825, (225) 490-5000.

Ken's Corner
Stream-Of-Consciousness Ramblings, Prices, Rig Counts, and a Few Items of Local Interest

What goes up, must come down
Spinning wheel got to go round
Talkin' 'bout your troubles, it's a crying sin
Ride a painted pony let the spinning wheel spin…
© David Clayton-Thomas 1968

Well, that was fun, wasn't it? I'm glad I decided against that boat…

Suddenly, a warm few weeks and the omicron variant have triggered a slide in natural gas prices that would make 2008 proud. Since October 5, natural gas spot prices have tumbled from a high of $6.31 to a low of $3.71 in the first week of December. That's a 62% fall in roughly eight weeks. Ok, it's not nearly as bad as 2008, and by now we should be expecting this sort of thing (hello 2016 and 2020) but man, that seems like a short run. Well, oil prices at least (for now) seem relatively stable, Reeves County has always been a fun place to spend a winter, and Fort Davis is a great place to spend a Sunday afternoon…

Seriously now, there is not yet any real reason to panic or plan to drive 620 miles to the West. This latest CoVid surge appears to be less severe, and most of the prognosticators still agree that natural gas price fundamentals are solid and we here in Haynesville shale country are well-positioned for the foreseeable future. The question, I guess, is, how long is the foreseeable future?

In local happenings, Energy Transfer LP completed its acquisition of Enable Midstream Partners LP last month, in a deal reportedly valued at a total of $7.2 billion, including $2.6 billion in stock. Energy Transfer gained about 14,000 miles of natural gas, crude oil, condensate and produced water gathering pipelines and now has over 1114,000 miles of pipelines and other infrastructure, stretching from the Arkoma Basin through the Haynesville shale. The reader may remember Energy Transfer's controversial attempt to expand the Dakota Access oil pipeline; that project is now in the hands of this great nation's highest court.

Natural gas was trading (on the spot market) at around $4.00 as of this writing in late December, down about $1.45 from our last report, and about 1.7 times the 52-week low of $2.31 from December 28, 2020. West Texas Intermediate crude oil was trading at around $75 per barrel (on the spot market) as of this writing, up almost $7.00 from our December report. Did someone say stable? Surely not this writer…

As of December 23, and according to Baker-Hughes, 53 drilling rigs were running in the Ark-La-Tex area (up 3 from last month). There were 34 rigs running in North Louisiana (no change from our last report), and in East Texas, 18 rigs were running in Railroad Commission Zone 6 (the easternmost zone, up 3), and 1 rig running in Zone 5 (the westernmost zone, no change). No rigs were reported running in the states of Arkansas or Mississippi (no change). The U.S. national onshore rig count was 571 in the last week of December that's up 17 from our last report. The total (onshore and offshore) U.S. rig count was 586. Thirteen (13) offshore rigs were working in Louisiana's coastal waters, the same number as our last report. There were 2 rigs running in the coastal waters of Texas, also the same number as our last report.

I hope you all had a great Christmas and I wish you a prosperous new year. Stay safe and since our holiday plans won't allow me to make the membership meeting at the P. club on Monday, I will hope see you at the educational seminar (fingers crossed!) in February.

Ken Womack, CPL
ALTAPL Past-President

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~ Petroleum Land Services in the Ark-La-Tex Since 1977 ~

The Right Way to Look at Right-of-Ways[1]
Part 3 of 3

By Zachary Bernard

Zachary Bernard

10. Apportion responsibilities for environmental impacts to the easement area amongst the parties. Once the pipeline has been completed, the operator will likely be left with the daunting task of restoring the disturbed area. Requirements can vary greatly in this regard. Some landowners may require that the operator perform the double ditch method for any soil disturbed on their property. This process requires that the operator dig the pipeline trench meanwhile maintaining the topsoil separate from the subsurface soil until such time as the topsoil is placed back on top of the subsoil when construction has been completed. Landowners may also require that grading be performed after construction. It is also not uncommon for the landowner to require that reseeding be performed with native grass or some other special type of seed so that the land is restored (as near as possible) to its prior condition. To combat the possibility of wildfires during drought conditions in Texas, some landowners have even required that water trucks with high pressure capability be on hand during operations in order to ensure that fires are handled immediately. They may also require that pipelines be buried at deeper depths or farther away from water sources. Of course, there will also be environmental remediation efforts required of the operator should the pipeline ever terminate or be deemed abandoned (more on that below). All of these extra environmental restrictions and obligations required by the landowner should be heavily weighed by the operator during negotiations. In order to circumvent these obligations which can quickly add up and impact the commercial viability of proposed operations, an operator may want to consider offering an upfront allowance to the landowner for any and all environmental disturbances. Alternatively, if the landowner is not amenable to such an allowance, the operator will surely need to factor in cumbersome environmental provisions into any offer made to the landowner for the easement area.

11. Establish when the easement terminates. The parties should establish if and when the easement will terminate. From a landowner's perspective, this is perhaps the most important provision of an easement agreement. There are several circumstances under which an easement might terminate under Texas law, but abandonment is the most common.

Under Texas law, an easement is considered abandoned if there is non-use by the company (an objective test) and the company indicates an intent not to use the line in the future (a subjective test). *See generally, R2 Rests., Inc. v. Mineola Cmty. Bank, SSB*, 561 S.W.3d 642 (Tex. App.—Tyler 2018, pet. denied); *Toal v. Smith*, 54 S.W.3d 431 (Tex. App—Waco 2001); *Milligan v. Niebuhr*, 990 S.W.2d 823 (Tex. App.--Austin 1999); *Hicks v. City of Houston*, 524 S.W.2d 539 (Tex. Civ. App.--Hous. [1st Dist.]

[1] The author would like to recognize the following persons for their generous contributions, excellent suggestions and wise counsel regarding this article:
Analynn Gabler, second-year law student at Michigan State University College of Law (East Lansing, MI)
Courtney Daniel, Marketing Manager, BakerHostetler LLP (Houston, TX)
W. John English, Jr., Partner, BakerHostetler LLP (Houston, TX)
L. Poe Leggette, Partner, BakerHostetler LLP (Houston, TX)

The Right Way to Look at Right-of-Ways
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1975), writ refused NRE (Oct. 15, 1975). Under this rule, it is often difficult for the landowner to show that the subjective test has been satisfied because the intent to abandon an easement "must be established by clear and satisfactory evidence." *Toal*, 54 S.W.3d at 437. "Abandonment of an easement will not result from nonuse alone; instead, the 'circumstances must disclose some definite act showing an intention to abandon and terminate the right possessed by the easement owner.'" *Id*. As a result, the landowner would be wise to set a specific, objective standard for when the easement will end instead of relying on the general rule. This could be a specific time in the future (for example, the easement will last for 10 years, subject to any applicable options to extend) or this may be an express statement that if the pipeline company does not use or operate the line for a certain period of time (for example, 2 years), it is considered abandoned and the easement terminates. Whatever the standard, including provisions in the agreement prevents easements from lasting in perpetuity. Once the easement terminates, the landowner should require that the company provide a release of the easement so it can be recorded in the public record when the easement ends.

Parties should be aware, however, that once they have included an express provision in the written agreement, the written agreement will control. *Kothe v. Harris Cnty. Flood Control Dist.*, 306 S.W.2d 390, 393 (Tex. Civ. App.—Houston 1957, no writ).

Enbridge Pipelines (Illinois) LLC v. Burris is a clear example of this. In *Enbridge*, the easement which was originally recorded granted and conveyed "the right to lay, operate and *maintain* a pipe line for the transportation of oil, gas, gasoline and/or other fluids," as well as "the right to lay, operate and *maintain*, adjacent to and parallel with the first, a second pipe line ...". *Enbridge Pipelines (Illinois) LLC v. Burris*, 08-CV-697-DRH, 2010 WL 3038501, at *1 (S.D. Ill. Aug. 3, 2010), *aff'd sub nom. Enbridge Pipelines (Illinois) L.L.C. v. Moore*, 633 F.3d 602 (7th Cir. 2011). The easement could also be assigned to the grantee's "successors and assigns so long as such pipelines or other structures are *maintained* ..." *Id*. (emphasis added).

The property owner asserted that the pipeline easement which was originally granted in 1939 had not been used for many years. *Id*. at 6. The requirement of nonuse was clearly evidenced by the facts of the case. *Id.* Therefore, the *Enbridge* court was left to decide whether the "intent to abandon" was satisfied. *Id*. As mentioned previously, subjective intent can often be difficult to prove.

The *Enbridge* court ultimately found that there was more than enough evidentiary support to show that an abandonment did not occur. *Id*. This was largely in part due to the parties' usage of the word "maintain" within the body of the easement agreement. *Id*. at 9. The *Enbridge* court looked to the pipeline operators activities during the time of non-use and found that, although not used, the pipeline did appear to be continuously maintained. *Id*. at 8. Among other things, the property was said to have contained proper signage indicating the presence of a pipeline which was generally and continuously maintained above ground. *Id*. Additionally, Enbridge continued to participate in the one-call notification system, which showed its intent to maintain the pipeline and keep it free from damage caused by other third parties. *Id*.

The Right Way to Look at Right-of-Ways
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A lesson learned from the *Enbridge* case is that the obligations undertaken by the pipeline operator pursuant to the express written terms of a right-of-way agreement can help an operator overcome the intent to abandon. Here, such obligation undertaken was the duty to maintain.

In *Phillips Nat. Gas Co. v. Cardiff*, the court examined whether an intention to change the use of an easement would constitute an abandonment, or more specifically, whether the expansion of rights of a pipeline operator from being able to only transport crude oil to also include natural gas by means of a condemnation constitutes abandonment of an easement pursuant to the terms of the applicable right-of-way agreement. 823 S.W.2d 314, 315 (Tex. App.—Hous. [1st Dist.] 1991), writ denied (July 1, 1992)). The easement in question was acquired and constructed in 1976 from the Cardiffs by Seaway Pipeline, Inc. for the purpose of constructing, maintaining, and operating a pipeline "solely for the transportation of crude oil." *Id.* (emphasis added).

PNG later obtained Seaway's rights and interests under the easement agreement by a 1984 assignment. *Id*. at 315-16. Being aware of the limitation in the easement which allowed for the transportation of crude oil only, PNG attempted unsuccessfully to renegotiate the terms of the original agreement with the Cardiffs to include natural gas. *Id*. at 316. As a result of PNG being unsuccessful in its renegotiation efforts, PNG filed a condemnation action in order to add natural gas to its list of permitted materials which can be transported. *Id*.

On October 12, 1984, the trial court signed a condemnation order and a writ of possession granting PNG the right to transport natural gas. *Id*. Thereafter, both parties sought motions for summary judgment. *Id*. On December 5, 1988, the trial court granted a partial summary judgment in favor of the Cardiffs reasoning that: "(1) the easement was abandoned and thereby extinguished prior to or as of October 12, 1984; (2) under the terms of the easement agreement, the easement and right-of-way had become null and void and had reverted to the Cardiffs; (3) under the terms of the easement agreement, title to the two-mile pipeline had been forfeited to the Cardiffs; (4) in light of the foregoing rulings, PNG's condemnation of only the right to transport natural gas through the two-mile pipeline constituted an 'improper taking.'" *Id*.

PNG argued that the easement was not abandoned because "there was no abandonment under the terms of the easement agreement or the common law." *Id*. at 317. The trial court however agreed with the Cardiffs that "PNG's intent to change the use, or its actual change of use, of the express easement constituted abandonment." *Id*. at 317. The Houston appellate court ultimately disagreed. *Id*.

In this case, the easement agreement expressly stated that the easement was not to be used for any other purpose other than for the "privilege of constructing, maintaining, inspecting, protecting, repairing, operating, replacing, and removing one 30–inch pipeline for the transportation of crude oil." *Id*. Due to the unambiguous language of the agreement, the court stated that normally any other use would be considered "excessive and beyond the scope of the easement." *Id*. However, since the expansion of the rights under the easement is pursuant to a valid condemnation, the change of use does not result in abandonment of the easement. *Id*. at 317-318.

In addition, the agreement contains specific language regarding abandonment of the easement which reads as follows:

The Right Way to Look at Right-of-Ways
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> [If Grantee] "shall cease to operate its said one (1) pipeline on the easement and right-of-way and shall thereafter cease such operation of its said one (1) pipeline on the easement and right-of-way for a period of twenty-four (24) consecutive calendar months, after initial construction, then and in such event, the grant made herein shall become null and void and the easement and right-of-way shall revert absolutely to [the Cardiffs].... In the event the easement becomes null and void pursuant to this paragraph and [PNG] fails to remove all of its said property located on the easement and right-of-way within the time limitation period set forth in this paragraph, any of such property remaining on the easement and right-of-way after such date shall be forfeited to and become the property of [the Cardiffs], and [PNG] shall have no other or further rights, titles, liabilities or obligations pertaining thereto."

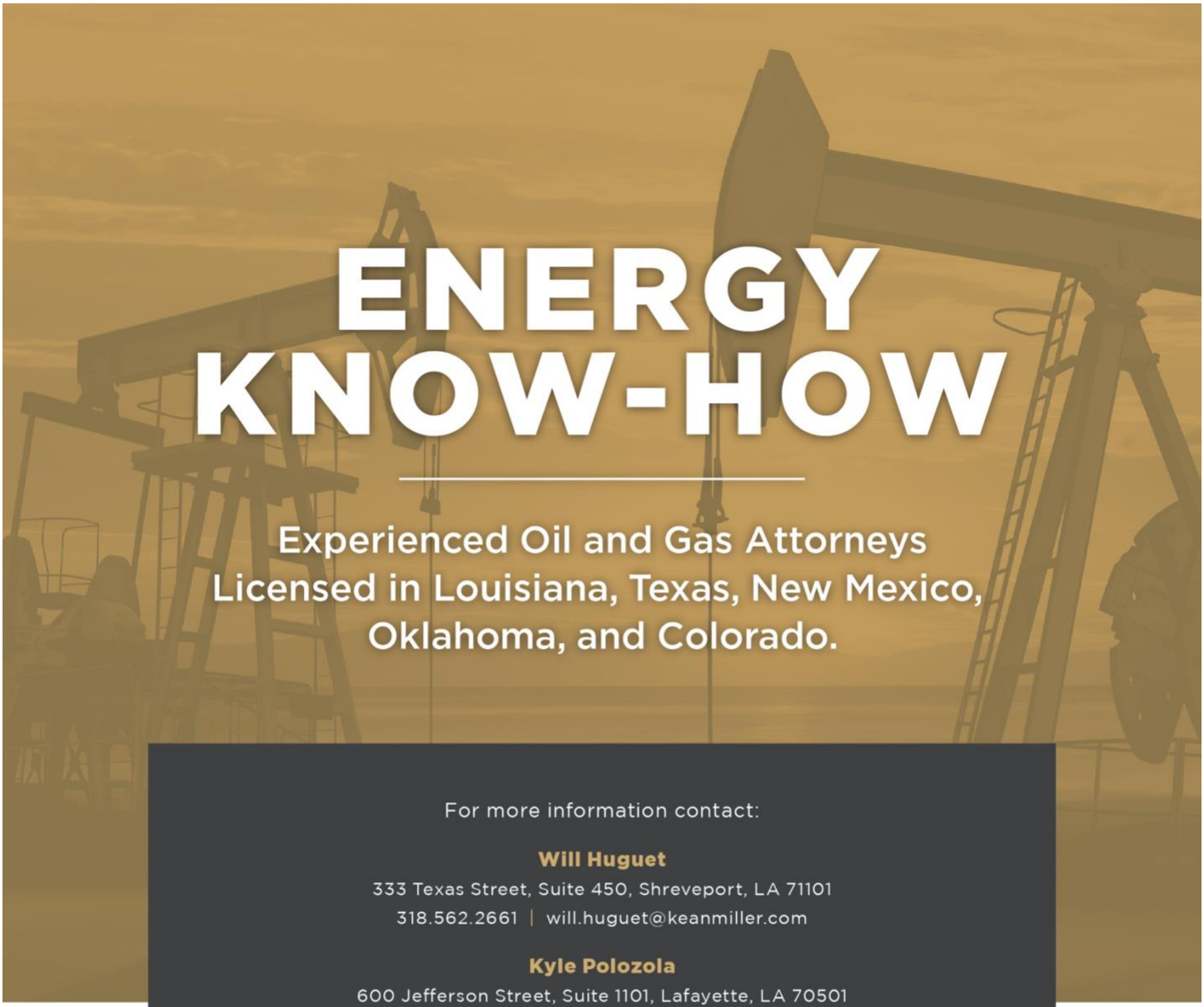
Id. at 318. (emphasis added.)

Based on the recited language, it is clear that the termination of the easement only occurs when the pipeline ceases to be operated for 24–consecutive calendar months. *Id*. It is undisputed that before the condemnation order, the maximum amount of time the pipeline was not in operation was less than seven months. *Id*. As a result, there could be no abandonment under the terms of the agreement even before the condemnation order was entered. *Id*. Accordingly, the court held that PNG had a right to use the easement for the transportation of natural gas since there was no basis that such use constituted an improper taking. *Id*. at 318-319.

Due to the fact-intensive analysis that undoubtedly follows a claim of abandonment, the operator will want to ensure, first and foremost, that the terms and conditions of the agreement have been strictly complied with and, to the extent that there are no terms and conditions governing with respect to the subject of abandonment, that the objective and subjective test for abandonment in Texas has not been satisfied.

12. Ensure that proper attention is directed toward risk management. Ensuring the safety of all people and property during pipeline construction and field operations should be of the utmost importance to any operator. Even when complying with applicable state and regulatory authorities, no safety program is bullet-proof. Unfortunately, accidents can still occur, as there are numerous uncertainties and risks involved in pipeline transportation, including natural occurrences and human errors. In such cases, the parties to any pipeline right-of-way will look to their agreement to understand the indemnities and safety protocols that govern.

As a general proposition, all landowners owe a duty of reasonable care to any lawful entrant in answer to an express or implied invitation from the owner. *Almanza v. Navar*, 225 S.W.3d 14, 21 (Tex. App.—El Paso 2005) This duty of reasonable care often seems to conflict with the obligation of the easement holder to maintain and repair the right of way.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In the absence of an express provision that provides for the allocation of responsibility for such third persons, parties are left to determine which party (landowner or easement holder) is responsible for maintenance and repair of the easement and then use that obligation to establish liability for such third persons. Sometimes that can be difficult to prove. That is why parties almost always seek to allocate the risks and responsibilities to third parties through insurance and indemnification provisions in the easement agreement. Generally, operators are required to provide a minimum level of general liability insurance coverage and name the landowner as an additional insured (more on that below). As additional protection, the landowner will often require the operator to defend, indemnify, and hold the landowner harmless from any and all liability associated with claims arising from its pipeline operations or general use of the easement area. These types of indemnities may start with some variety of the following:

> The grantee hereby defends, indemnifies and holds harmless grantor from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct or indirect damages, court costs and reasonable attorney's fees, arising from or in any respect related to the operations of grantee or any use of the Easement Area by grantee except . . . .

Typically however, the operator will seek to limit their exposure by excepting from the indemnity provision any acts or omissions of the landowner, any negligence (whether sole, joint, concurrent, contributory, active, passive or gross), or willful and intentional acts of the landowner.

This is a very crucial part of the negotiations in right-of-way acquisitions and parties can easily miss the mark on indemnities by failing to read between the lines. For example, when the operator offers up an indemnity provision which carves out the negligent and willful acts of the landowner, it is important to recognize that the operator in such situation has really only offered to provide that which is already available at law.

On the other hand, when the operator provides indemnification for the negligent acts of the landowner, it usually reflects the fact that the operator (and not the landowner) will be assuming the bulk of the risk under the agreement. In such case, the owner will be more protected from the claims of third parties. It is important to note that, in *most* circumstances, indemnities in a pipeline right-of-way agreement should not be impacted by the Texas Oilfield Anti-Indemnity Act. *See* TEX. CIV. PRAC. & REM. CODE ANN. § 127.001(4) (West 2016) (excluding "(i) purchasing, selling, gathering, storing, or transporting gas or natural gas liquids by pipeline or fixed associated facilities; or (ii) construction, maintenance, or repair of oil, natural gas liquids, or gas pipeline or fixed associated facilities"); *see, e.g., Phillips Petroleum Co. v. Brad & Sons Const., Inc.*, 841 F. Supp. 791, 796 (S.D. Tex. 1993) (holding that "while there is no doubt that the coverage of the [Texas Oilfield Anti-Indemnity] Act is broad, it is broad to the extent that it covers *well services* and activities relating to *well drilling or servicing*. There is no language contained within the Act that encompasses work done in connection with a *pipeline*."); *but see*, *In re Complaint of John E. Graham & Sons*, 210 F.3d 333, 344 (5th Cir. 2000) (holding that although the

The Right Way to Look at Right-of-Ways
Part 3 of 3
(continued)

pipeline exclusion exempts pipeline construction from the definition of well or mine services, there are still certain special circumstances where an agreement for piping can fall under the parameters of the Texas Oilfield Anti-Indemnity Act by seemingly contemplating a "well or mine service." The applicable contract in this case "contemplated work above and beyond simply installing pipes" as it also called for "fabricated manifold to be affixed to the satellite [offshore] platform, modified safety systems and tied flowlines into the Christmas trees on the satellite platform".) Since indemnity provisions can be complex, landowners and operators should always seek out competent and experienced counsel in the drafting and negotiating of same.

13. Include insurance provisions. As mentioned above, the landowner will often require that certain minimum general liability insurance coverage be provided by the operator and additionally request that it be added as an "additional insured" on the operator's insurance policy. "Additional insured" coverage provides reassurance to the indemnitee that it may have protection even if the indemnitor is financially unable to comply with the indemnification obligation. Additional insureds also get to circumvent the procurement process and can avoid paying premiums and defense costs as well. Including the landowner as an additional insured usually does not result in a significant cost increase to the pipeline operator so, as the operator, a request such as this should not be viewed as a major point of contention. However, as a good rule of practice, any insurance items should be fully discussed and explored with the operator's insurance broker prior to making any decisions.

14. Negotiate for warranties of title (if you are the easement holder) and disclaimers of warranty (if you are the landowner). Frequently, standard easement agreements will start with the landowner generally warranting title (i.e. the landowner warrants that it will compensate the operator in the event of any failure of title discovered). Such an approach should not go unnoticed by the landowner who will likely push for the exact opposite by disclaiming any and all warranties of title. Due to the opposing positions often taken by the parties at the outset of negotiations, the parties often end up with a warranty which is somewhere in the middle. Said warranty is called the "special warranty" and contains warranties of title "by, through and under the grantor, but not otherwise." Essentially, the landowner agrees through special warranty to compensate the operator for any failures of title which occurred during the owner's period of ownership. In this way, the special warranty is a more reasonable outcome for the owner who is usually in a weaker position to guarantee title as to periods prior to its ownership.

15. Weigh the pros and cons of assignability. Generally, all types of contracts are freely assignable in the absence of an express provision otherwise. 49 Tex. Prac., Contract Law § 5.3, "Assignments—What rights are assignable." The policy ideal behind this is that free assignability promotes commercial activity. *Id*. However, good contracting practice would dictate that the parties should not rely on court interpretations and precedent to supplant the terms of any agreement; instead, the parties should expressly state whether the contract is assignable or not. As the operator, it should negotiate for the ability

The Right Way to Look at Right-of-Ways
Part 3 of 3
(continued)

to freely assign the contract and/or its rights under the agreement to a third party without the consent of the landowner. If that is not possible, as a fallback, the operator may negotiate to provide notice to the owner in the event of an assignment but not agree to obtain consent from the owner; or alternatively, the operator may even try to carve out its affiliates from any requirement to obtain consent from the owner. The landowner will likely fight against a freely assignable contract so as to maintain some control over who can operate on their property. From the owner's perspective, maintaining control is important because it allows the owner the ability to ensure that any successors to the agreement are financially solvent. Depending on where the parties end up in negotiations, the landowner may additionally require that (i) any assignee be bound to the terms of the original agreement between the landowner and the operator, and (ii) the operator remain liable in the event of a breach of the agreement by the assignee. Although this area of contracting may be somewhat boilerplate, it can have significant consequences for the parties, especially with regard to any future acquisition or divestiture plans or activities.

16. Be cognizant of any non-standard commercial provisions. The operator should be vigilant in shutting down attempts by the landowner to include unique commercial provisions such as most-favored-nations clauses, whereby the operator would be required to offer the same commercial terms or consideration as is offered to neighboring landowners. Provisions like these can add serious costs to the account of the operator and the operator should likewise be skeptical of any requirement to agree to these types of provisions.

17. Use a choice-of-law and forum selection provision. A choice-of-law provision allows the parties to determine which state's law will govern the agreement in the event of a dispute. For example, a pipeline company headquartered in another state may try to require that the law in their home state apply to any dispute involving the easement agreement. Generally, courts enforce these clauses as long as they are not against public policy and are reasonably related to the contract. Because many laws vary by state and a choice-of-law provision could significantly impact rights under the agreement, this clause should be carefully reviewed with an attorney so as to determine which options are the most advantageous to the respective party. Most parties, outside of any unique circumstances, opt to have the state in which the property is located to be the governing state under the agreement.

18. Understand dispute resolution clauses. These types of clauses can limit the time and expense of a court action in the event of a dispute. They can also take away potential advantages that a party may have due to the applicable court setting. There are two primary types of dispute resolution options: arbitration and mediation. In arbitration, a third-party arbitrator (usually an attorney) hears evidence and delivers a decision. If the arbitration is "binding," that judgment is final, absent evidence of fraud by the arbitrator. Mediation involves a neutral third party who works with the landowner and the operator to reach a mutually acceptable resolution. From the operator's standpoint, mediation or arbitration may be preferable if it results in the operator getting to settle the case outside of a local or small-town court room

The Right Way to Look at Right-of-Ways
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(continued)

setting where the landowner may have an edge over the operator as a result of pre-existing relationships with the judiciary or pre-existing biases against "big oil." Regardless, any decision to include or not include dispute resolution provisions should be carefully thought through by the operator's risk management team and the owner to determine what setting is most appropriate.

Conclusion

As one can see, there are numerous factors and considerations that go into a pipeline right-of-way transaction, which is why it is critical that the landowner and operator always be represented by experienced counsel for the duration of any negotiations. Although these types of right-of-way transactions may appear daunting at first glance, hopefully this paper has made this nuanced area of the midstream sector seem a little less so by (i) shedding some light on the nature of easements, (ii) exploring some of the common issues encountered with respect to pipeline easements, (iii) offering practical drafting guidelines for the respective right-of-way agreements, and (iv) exploring prior decisions made by Texas courts on pipeline right-of-way issues.

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Top Ten Texas Oil & Gas Cases of 2021 – Part 1 of 3

By Ethan Wood, Gray Reed

For the next three months, we will discuss significant oil and gas decisions from state courts in Texas during 2021. It is not intended to be a strict legal analysis, but rather a useful guide for landmen in their daily work. Therefore, a complete discussion of all legal analyses contained in the decisions are not always included.

***Lyle v. Midway Solar, LLC*, 618 S.W.3d 857 (Tex. App.—El Paso 2020, pet. denied)**

Decided December 30, 2020[2]

In this case, the El Paso Court of Appeals held that the accommodation doctrine could apply to a dispute between the owners of oil and gas interests and surface owners who had leased a tract for a large-scale solar facility, but ultimately, the causes of action asserted by the mineral owners were premature.

The Lyles were successors-in-interest to the grantor of a 1948 deed covering a tract of land in Pecos County. In the 1948 deed, the grantors conveyed the surface and reserved oil and gas interests, along with "the right to … use of the surface estate in the lands above described as may be usual, necessary or convenient in the use and enjoyment of the oil, gas and general mineral estate hereinabove reserved." In 2015, the owner of the surface estate leased the tract to Midway to place solar panels, transmission lines, electrical lines and cable lines. Midway ultimately constructed a solar facility covering 70% of the surface of the tract in which the Lyles owned a mineral interest, leaving certain portions of the tract unused as "Designated Drill Site Tracts".

The Lyles filed suit claiming breach of contract and trespass, seeking damages and an injunction to remove the solar panels because the construction of the facility had "destroyed or greatly diminished the value of their mineral estate." Although the Lyles obtained affidavits from expert witnesses that horizontal drilling from the Designated Drill Site Tracts was not economically feasible due to costs and geography, it was undisputed that the Lyles had never leased their interests, had no plans to lease their interests, had never commissioned geological surveys or otherwise taken any steps to develop the mineral estate. Midway filed for and obtained partial summary judgments that (1) the accommodation doctrine applied to the dispute and (2) Midway's use of the surface was reasonable because the Lyles had taken no steps to develop the minerals. The El Paso Court of Appeals ultimately affirmed the trial court's ruling on these issues.

In Texas, the mineral estate is the dominate estate, but the mineral owner's rights to use the surface are not absolute. They can be limited by contract or the "accommodation doctrine" which seeks to balance the rights of the surface and mineral owner. Under this doctrine, the surface owner must show that the mineral owner's use of the surface completely precludes or substantially impairs the surface owner's existing use and that there is no reasonable alternative method available to the surface owner to

[2] Although technically decided at the end of 2020, this decision came too late to make it into last year's Top Ten cases article.

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(continued)

continue said use. Additionally, the surface owner must further prove that under the circumstances, there are alternative reasonable, customary and industry-accepted methods available to the mineral owner that would (1) allow for recovery of the minerals and (2) also allow the surface owner to continue the existing use. If proved, the accommodation doctrine requires the mineral owner to use the alternative method. But, if evidence shows that there is only one means of surface use to develop the minerals, the mineral owner is entitled to pursue such use regardless of surface damage.

The Court of Appeals first turned to whether the language of the 1948 deed precluded the application of the accommodation doctrine. Although the Lyles contended that the "usual, necessary or convenient" way to access the mineral estate at the time of the conveyance was vertical drilling, the court looked to prior Texas caselaw and concluded that this language was used in a general sense and that the contemplated use might change over time with advancements in technology.

Because the deed did not preclude application of the accommodation doctrine, the court then turned to the question of whether the Lyles had to attempt to develop their minerals to bring a claim. The Lyles argued that they had already suffered damage because the solar facility covered 70% of their tract. Midway argued that its use might only *potentially* interfere with the Lyle's mineral use at some point in the future. The Court agreed with Midway, stating "[t]here is simply no logic in allowing trespass damages today for a mineral estate that might never be developed."

As Texas continues to lead the way as an energy producer—both in oil and gas and in wind, solar and geothermal—disputes will continue to arise between various interest owners. Going forward, solar and wind developers should seek surface use waivers from mineral interest owners and their lessees whenever possible, especially in areas with notable oil and gas development.

***BlueStone Nat. Res. II, LLC v. Randle*, 620 S.W.3d 380 (Tex. 2021)**

Decided March 12, 2021

In this decision, the Texas Supreme Court weighed in on another postproduction cost dispute, holding (1) that deduction of postproduction costs was improper where a lease explicitly resolved a conflict between "gross value received" and "computed at the mouth of the well" language, and (2) a lease's "free use" clause did not authorize the lessee to consume gas in off-lease operations without compensation.

BlueStone's predecessor-in-interest entered into several oil and gas leases with lessors. Each lease consisted of a two-page pre-printed form with an attached addendum providing that its language "supersedes any provisions to the contrary in the printed lease." Paragraph 3 of the pre-printed form required payment on "market value at the well." Paragraph 26 of the addendum provided for payment on "gross value received" and included typical "no deductions" language.

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Top Ten Texas Oil & Gas Cases of 2021 – Part 1 of 3

(continued)

For more than a decade, the lessee paid royalties on gross value received. When BlueStone took over in 2016, it began deducting postproduction costs. Noticing the decline in royalties paid, several groups of lessors sued BlueStone over these deductions. While litigation was ongoing, the lessors also discovered that BlueStone was not paying royalties on commingled gas used as plant fuel by a third-party processor ("Plant Fuel") or on commingled gas the processor returned to BlueStone to fuel compressors on and off the leased premises ("Compressor Fuel"). The trial court determined BlueStone had breached the lease by deducting postproduction costs and not paying royalty on Plant and Compressor Fuel. The court of appeals affirmed. BlueStone appealed.

The basic structure of a royalty clause has three components: (1) the royalty fraction (*e.g.*, 1/8th, 25%, 1/5th), (2) the yardstick (*e.g.*, market value, proceeds, price) and (3) the location for measuring (*e.g.*, at the well, at the point of sale). BlueStone argued that because the addendum lacked the third element—a valuation point—the pre-printed form controls (and that the "at the well" measurement necessitated deduction of postproduction costs). The lessors argued that "gross value received" is equivalent to gross proceeds and that the language supplied both elements 2 and 3 of the royalty component.

After a brief examination of the distinction between market value and amount realized clauses, the Court noted that generally a royalty clause based on "amount realized" creates an interest free of postproduction costs. But, this general rule can be modified depending on the language used, as was the case in the Court's 2019 decision, *Burlington Res. Oil & Gas Co. LP v. Tex. Crude Energy, LLC*. Here, however, the lease addendum's use of "gross proceeds" could not be harmonized with an "at the well" measurement point (unlike in *Burlington* which combined "amount realized" language with "into the pipelines" language). Thus, the Court concluded that the lease addendum expressly resolved the conflict and that BlueStone improperly deducted royalties.

Turning to the Plant and Compressor Fuel issue, the Court rejected BlueStone's argument that the free use clause excused non-payment for such gas. The free gas provision provided that the lessee "shall have free from royalty … the use of …gas … produced from said land in all operations which Lessee may conduct hereunder." BlueStone argued that using gas for Plant Fuel and Compressor Fuel benefitted and furthered lease operations. But, the Court found that the lease's language could not be reasonably construed as extending to off-lease uses. The Court affirmed the appellate decision but remanded the case to for further consideration of damages for off lease Compressor Fuel use.

This case has already been cited in multiple postproduction and off-lease royalty use cases this year. Lawyers and landmen should strive to ensure that every royalty provision have a royalty fraction, a "yardstick" and a measuring point consistent with the "yardstick" to avoid confusion and costly litigation.

Top Ten Texas Oil & Gas Cases of 2021 – Part 1 of 3

(continued)

***Headington Royalty, Inc. v. Finley Res., Inc.*, 623 S.W.3d 480 (Tex. App.—Dallas 2021, pet. filed)**

Decided March 18, 2021

In this case, the Dallas Court of Appeals considered the scope of the term "predecessors" in the context of a release of claims provision in an acreage swap between leasehold owners.

Finley Resources owned leasehold rights and operated the shallow depths of a tract in Loving County. Headington owned portions of the leasehold in the shallow depths, but also owned most of the deep rights as well. In 2017, Petro Canyon Energy obtained a top lease on the tract covering all depths and notified Finley that the bottom lease may have expired for lack of production in paying quantities. Finley quitclaimed its interest to Petro Canyon and transferred operatorship of its wells to Petro Canyon's affiliate.

Petro Canyon and Headington then executed an acreage swap in which Petro Canyon assigned the top lease to Headington and Headington assigned interests in other tracts to Petro Canyon. The acreage swap included a release provision stating that, "[Headington] waives, releases, acquits and discharges *Petro Canyon and its* affiliates and their respective officers, directors, shareholders, employees, agents, *predecessors* and representatives for any liabilities … related in any way to the Loving County Tract." No part of the acreage swap specifically identified or mentioned Finley and Finley did not sign the agreement.

Before quitclaiming its interest, Finley notified Headington that Finley intended to plug and abandon its wells. Headington claimed that the notice was late and breached the assignment through which Finley obtained its rights. Headington sued Finley, seeking to recover damages for an alleged premature and unnecessary termination of the bottom lease. Petro Canyon intervened and argued that the acreage swap's release barred the claim because Finley was Petro Canyon's "predecessor". The trial court granted summary judgment in favor of Finley/Petro Canyon and Headington appealed.

On appeal, the Dallas Court of Appeals noted that a release in an agreement will only apply to a party that is specifically identified in the release or described with sufficient particularity. The court then looked to the commonly understood meaning of the word "predecessor" and concluded that the term referred to Petro Canyon's corporate predecessors (*i.e.*, prior forms of the business entities and individuals who previously served as officers, directors, shareholders, employees, agents or representatives of those entities), not to its predecessors-in-title. Although the dissent argued that the release should have been construed more broadly in light of the surrounding circumstances and that Texas case law uses "predecessors-in-title" and "predecessors" interchangeably, the majority dismissed these arguments as "impermissibly rewrit[ing] the …[a]greement."

Petition for review has been filed in this case, so don't be surprised if this case makes it to a future installment of Top Ten Oil and Gas Cases.

Top Ten Texas Oil & Gas Cases of 2021 – Part 1 of 3

(continued)

STAY TUNED …

Next month, we will discuss three more cases that may have an impact on your daily work. We hope this series will help you address the legal issues presented by modern oil and gas activities. As always, if you believe one of these decisions might have a bearing on an action you are about to take or a decision you might make, consult a lawyer.

About the Author

Ethan Wood, an associate at Gray Reed, advises upstream and midstream energy clients on the entire range of transactions and issues that arise during oil and gas operations in Texas and many states across the country. He has guided clients through a variety of multi-million-dollar deals and other operational transactions, with a strong emphasis on the acquisition, divestiture and financing of producing assets, private securities offerings, oil and gas leases and joint operating agreements. Ethan is Board Certified in Oil, Gas and Mineral Law by the Texas Board of Legal Specialization.

Ethan also conducts title examinations and renders opinions for producers with drilling operations throughout Texas and coordinates identical activities with local counsel in multiple jurisdictions, including New Mexico, Ohio, Pennsylvania and Oklahoma. As a former independent petroleum landman, Ethan has a unique perspective on the most important aspects of title examination, which allows him to focus on identifying practical ways for landmen to address issues quickly and proactively in the field.

Photos from the 2021 ALTAPL-SGS Christmas Social

(continued on page 30)

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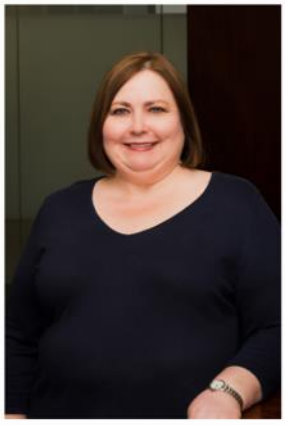

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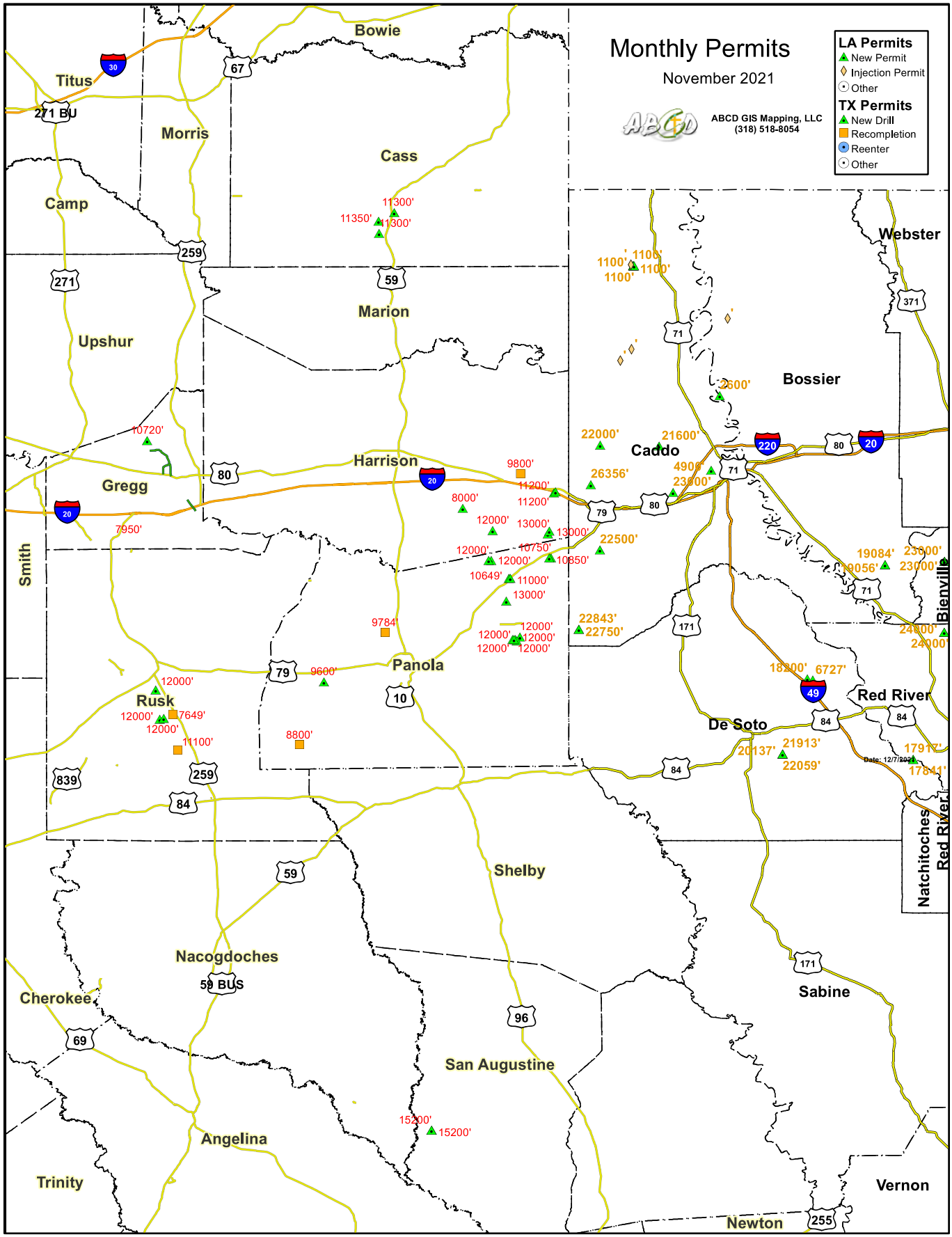
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Texas Permits – November 2021

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AppDate	County	API	Operator	Purpose	TD
11/2/21	PANOLA	36535471	TANOS EXPLORATION II, LLC (835976)	Recompletion	8800
11/3/21	RUSK	40135464	SABINE OIL & GAS CORPORATION (742143)	New Drill	12000
11/3/21	RUSK	40135465	SABINE OIL & GAS CORPORATION (742143)	New Drill	12000
11/3/21	PANOLA	36538702	PINE WAVE ENERGY PARTNERS OP,LLC (665648)	New Drill	10750
11/3/21	PANOLA	36538703	PINE WAVE ENERGY PARTNERS OP,LLC (665648)	New Drill	10850
11/3/21	CASS	06730847	ROSE CITY RESOURCES, LLC (727892)	New Drill	11300
11/4/21	RUSK	40135466	SABINE OIL & GAS CORPORATION (742143)	New Drill	12000
11/4/21	PANOLA	36538695	SABINE OIL & GAS CORPORATION (742143)	New Drill	12000
11/4/21	PANOLA	36538704	PINE WAVE ENERGY PARTNERS OP,LLC (665648)	New Drill	10850
11/5/21	HARRISON	20335486	MCBRIDE OPERATING LLC (538006)	New Drill	8000
11/5/21	PANOLA	36538692	SABINE OIL & GAS CORPORATION (742143)	New Drill	12000
11/5/21	PANOLA	36538693	SABINE OIL & GAS CORPORATION (742143)	New Drill	12000
11/10/21	PANOLA	36532965	TGNR EAST TEXAS LLC (850990)	Recompletion	9784
11/12/21	PANOLA	36538707	SABINE OIL & GAS CORPORATION (742143)	New Drill	12000
11/12/21	HARRISON	20335492	ROCKCLIFF ENERGY OPERATING LLC (722890)	New Drill	13000
11/15/21	PANOLA	36538708	SABINE OIL & GAS CORPORATION (742143)	New Drill	12000
11/17/21	CASS	06730843	ROSE CITY RESOURCES, LLC (727892)	New Drill	11300
11/17/21	HARRISON	20335489	BLUE DOME OPERATING, LLC (076741)	New Drill	11200
11/17/21	RUSK	40131983	BOWLES ENERGY, INC. (084097)	Recompletion	7649
11/17/21	SAN AUGUSTINE	40530731	AETHON ENERGY OPERATING LLC (008555)	New Drill	15200
11/17/21	SAN AUGUSTINE	40530730	AETHON ENERGY OPERATING LLC (008555)	New Drill	15200
11/18/21	PANOLA	36538697	SLANT OPERATING, LLC (786697)	New Drill	9600
11/19/21	CASS	06730845	ROSE CITY RESOURCES, LLC (727892)	New Drill	11350
11/19/21	HARRISON	20335490	BLUE DOME OPERATING, LLC (076741)	New Drill	11200
11/19/21	HARRISON	20335491	ROCKCLIFF ENERGY OPERATING LLC (722890)	New Drill	13000
11/19/21	HARRISON	20335496	SABINE OIL & GAS CORPORATION (742143)	New Drill	12000
11/22/21	PANOLA	36538689	PINE WAVE ENERGY PARTNERS OP,LLC (665648)	New Drill	10649
11/22/21	PANOLA	36538688	PINE WAVE ENERGY PARTNERS OP,LLC (665648)	New Drill	11000
11/22/21	HARRISON	20335495	SABINE OIL & GAS CORPORATION (742143)	New Drill	12000
11/22/21	GREGG	18331055	BUFFCO PRODUCTION INC. (106406)	Reclass	7950
11/22/21	PANOLA	36538712	ROCKCLIFF ENERGY OPERATING LLC (722890)	New Drill	13000
11/22/21	GREGG	18332172	DALLAS PRODUCTION COMPANY LLC (197689)	New Drill	10720
11/23/21	HARRISON	20335494	SABINE OIL & GAS CORPORATION (742143)	New Drill	12000
11/23/21	HARRISON	20332781	BROOKSTON ENERGY, INC. (097353)	Recompletion	9800
11/30/21	RUSK	40134946	M. E. OPERATING & SERVICES, INC. (518265)	Recompletion	11100

Louisiana Permits – November 2021

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Permit Date	County	Well SN	Operator	Well Name	Depth
11/1/21	CADDO	253066	GOODRICH PETROLEUM COMPANY	HA RA SU137;LAZARD 12&1&36 HC	23000
11/1/21	DE SOTO	253068	PETRO-CHEM OPERATING COMPANY, INC.	PET RA SU99;RAWLS	6727
11/2/21	CADDO	253069	MORANSCO ENERGY CORPORATION	HOLMES ETAL	4900
11/2/21	CADDO	253070	BLUE DOME OPERATING, LLC	DMQ ETAL 22-27 H	22500
11/3/21	CADDO	975868	APEXWAY CORP.	THE LAND COMPANY SWD	0
11/10/21	BIENVILLE	253082	COMSTOCK OIL & GAS--LA, LLC	HA RA SUO;WEYCO 26&35-16-10 HC	23000
11/10/21	BIENVILLE	253083	COMSTOCK OIL & GAS--LA, LLC	HA RA SUO;WEYCO 26&35-16-10 HC	23000
11/10/21	BOSSIER	975870	MCCORMICK PRODUCTION COMPANY, INC.	M&M ENERGY SWD	0
11/10/21	CADDO	253077	ROOSTER PRODUCTION, LLC	ADGER	2600
11/10/21	CADDO	253080	CHESAPEAKE OPERATING, L.L.C.	HA RA SU98;ONEAL 8&17-14-16 HC	22843
11/10/21	CADDO	253081	CHESAPEAKE OPERATING, L.L.C.	HA RA SU98;ONEAL 8&17-14-16 HC	22750
11/10/21	CADDO	975869	EGH OPERATING, LLC	ANKERSON SWD	0
11/10/21	RED RIVER	253078	TELLURIAN OPERATING LLC	HA RB SU90;NRG 29-12-10 H	17917
11/10/21	RED RIVER	253079	TELLURIAN OPERATING LLC	HA RB SU90;NRG 29-12-10 H	17841
11/15/21	CADDO	253086	EGH OPERATING, LLC	ANKERSON	1100
11/16/21	BOSSIER	253092	BPX OPERATING COMPANY	HA RA SU54;TAYLOR 26-23 HC	19084
11/16/21	BOSSIER	253093	BPX OPERATING COMPANY	HA RA SU54;TAYLOR 26-23 HC	19056
11/16/21	CADDO	253088	EGH OPERATING, LLC	ANKERSON	1100
11/16/21	CADDO	253089	EGH OPERATING, LLC	ANKERSON	1100
11/16/21	CADDO	253090	EGH OPERATING, LLC	ANKERSON	1100
11/16/21	DE SOTO	253087	CHESAPEAKE OPERATING, L.L.C.	HA RA SUK;WANSLEY25&36-12-13HC	21913
11/16/21	DE SOTO	253091	CHESAPEAKE OPERATING, L.L.C.	HA RA SUK;WANSLEY25&24-12-13HC	20137
11/16/21	DE SOTO	253094	EXCO OPERATING COMPANY, LP	HA RA SU104;AMSOUTH TR FD LLC5	18200
11/17/21	RED RIVER	253095	COMSTOCK OIL & GAS--LA, LLC	HA RA SUGG;CONLY 2-35 HC	24000
11/17/21	RED RIVER	253096	COMSTOCK OIL & GAS--LA, LLC	HA RA SUGG;CONLY 2-35 HC	24000
11/18/21	DE SOTO	253097	CHESAPEAKE OPERATING, L.L.C.	HA RA SUK;WANSLEY25&36-12-13HC	22059
11/22/21	CADDO	253098	EXCO OPERATING COMPANY, LP	HA RA SULL;MULLIN 10-3 H	22000
11/22/21	CADDO	975871	BHB OIL INC	WOOLDRIDGE SWD	0
11/29/21	CADDO	253099	BPX OPERATING COMPANY	HA RA SUSS;CR WOODS 3-34-27 HC	26356
11/30/21	CADDO	253100	TRINITY OPERATING (USG), LLC	BLOUNT 15-22 H	21600

MAVEN ROYALTY PARTNERS

Maven Royalty Partners specializes in acquiring mineral and royalty interests in unconventional resource plays throughout the Unite States, with particular focus on the Haynesville, Permian, and Eagle Ford Basins. MRP manages a family of funds structured to make direct investments on behalf of its investors. We have an immediate need for self-motivated and detail-oriented landmen to add to our talented team! Please email resumes to Ian Doiron at ian@mavenroyalty.com.

Mineral Buyer

Responsibilities:

- Professionally represent company as an independent purchasing/acquisition agent
- Directly contact mineral owners from company-provided leads
- Provide price guidance to potential sellers and negotiate transactions
- Work with Maven team to close deals
- Update company CRM database with all activity related to leads

Qualifications:

- Previous experience in sales, real estate, and/or oil and gas related work
- Familiarity with CRM platforms (preferably Salesforce) and/or ability to learn and establish proficiency
- Strong negotiation and communication skills
- Comfortable cold calling Proficient with
- Microsoft Office applications including Word and Excel
- Entrepreneurial and highly motivated
- Ability to work independently

In-House Landman

Responsibilities:

- Assist with data integrity in mineral acquisition lead management system
- Assist with sourcing mineral acquisition leads
- Perform in-house investigation into title questions and/or acquisition leads
- Track and maintain details of assets in internal company databases

Qualifications:

- At least five years of experience as a landman in Texas and Louisiana
- Must be self-motivated and detail-oriented with the ability to multitask
- Proficient in the use of Microsoft Excel, Word, and online collaboration and file sharing sites
- Familiarity with CRM platforms, preferably Salesforce
- Strong interpersonal and communication skills
- Experience with GIS software preferred
- Bachelor's degree or higher
- Current AAPL member and CPL designation preferred

Photos from the 2021 ALTAPL-SGS Christmas Social

(continued from page 24)

Marlin
EXPLORATION LLC

Jon Q=Petersen, *President*
Autie T. Orjias, *V. P. / Land Manager*
Dean Giles, *Secretary / Treasurer*
S. Cody Lenert, *Geologist*
Ryan Q=Petersen *Land*

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Independent Landman
Notary Public

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318-820-5464
kenwomack@comcast.net

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Senior Landman
Sherri Harmon, RPL
Land Administrator

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Shreveport, LA 71101-3676
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sherri.harmon@ensightenergy.com

Print this application and give it to a future ALTAPL member!

ARK-LA-TEX ASSOCIATION OF PROFESSIONAL LANDMEN

APPLICATION FOR MEMBERSHIP
PLEASE TYPE OR PRINT

FULL NAME: _____
MAILING ADDRESS (Street, City, State Zip): _____
BUSINESS TELEPHONE NUMBER: _____ CELL (Optional) _____
EMAIL ADDRESS:
EMPLOYED BY: _____ TITLE: _____
DATE YOU BEGAN PETROLEUM LAND WORK: _____

ARE YOU A MEMBER OF THE **AAPL** (American Association of Professional Landmen)?
[ ] yes # _____ [ ] no

ARE YOU CERTIFIED by **AAPL** (American Association of Professional Landmen)?
[ ] yes [ ] no
CPL _____ RPL _____ RL_____
Please circle the category for which you are applying:
ACTIVE — Minimum of four (4) years active experience as a Landman;
APPRENTICE — Less than four (4) years active experience as a Landman;
ASSOCIATE — Non-Landman requesting membership.

Please give a brief but specific statement on the experience that qualifies you for membership:
_____
_____
_____

Have you ever been convicted of a felony? Yes No (circle one)
If yes, attach a detailed description of the offense and the status of the matter.
Have you been found guilty of an ethics violation by ALTAPL or any other professional organization?
Yes No (circle one)
If yes, attach a detailed description of the offense and the status of the matter.

Applicant's Signature: _____ Date: _____

EACH APPLICANT MUST HAVE TWO (2) SPONSORS (Sponsors Must be active and current members of the ALTAPL):

1. _____ 2. _____
Signature Signature

1. _____ 2. _____
Sponsor's Printed Name Sponsor's Printed Name

MEMBERSHIP FEE: $45.00, which includes annual dues of $40.00 and a one-time processing fee of $5.00. Please make your check payable to ALTAPL and return with your application to:

ALTAPL
Attention: Membership Chairman
P.O. Box 1296
Shreveport, LA 71163-1296