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National Association of Division Order Analysts

Volume MMXXIII • No 2

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News Magazine Editor
Rona L. Erickson, CDOA
Kaiser-Francis Oil Company
Ronae@KFOC.net
918.491.4319

Graphic Design, **Paul Beach**

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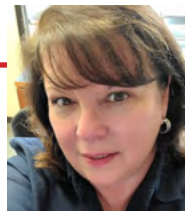
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On the Cover:

Louisville downtown

Courtesy of Louisville Visitors Center

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It has been a busy first quarter getting ready for Institute. The Institute Committee has put together an incredible lineup of Speakers to expand our knowledge of all the changes happening that affect us as analysts.

Our current membership is at 807 professionals and hopefully will keep growing. I'd like to **WELCOME** all our new members and remind those who haven't renewed their membership yet to get online and do so. Please be sure to verify that your information on the NADOA website is correct and up to date. Remember if you change companies, updating your information allows you to continue receiving email blasts, the News Magazine and ballots for our annual elections. In the wise words of our 2007 President, Pam Parrish, "NADOA is an organization of people and people make the organization. I believe that with the commitment from each of you, this organization will continue to grow and enhance our profession as well as our value to our respective companies."

I strongly urge and challenge all of the membership to come forward with your ideas and suggestions for improving our organization. Please email me or any of our Board members with your ideas - don't keep suggestions to yourself or they may not get discussed. I know there are many new first time analysts who are eager for education and guidance in the multi-faceted, divergent and complex matters that confront our profession. In calls from headhunters, emails and LinkedIn, I see at least 4 or 5 new DOA positions a week. We are in high demand right now and hope it continues, which is why our organization has to keep the membership educated and on top of today's ever changing structure. With that said, Division Order Analysts are also hard to find. It's up to us to encourage others to give our industry a look to find and pursue the fantastic opportunities this profession has to offer.

Registration is now open, and I am sure your calendars are marked for September 6 – 8 to be at the 50th Annual NADOA Institute. Get out there, get registered and take advantage of the **EARLY BIRD** registration, as this promises to be a **PHENOMENAL** year. A side note regarding registration - I know it's very easy for you or your company to pay with a credit card. To help our organization with Pay Pal costs when paying for registration or membership dues, it would be great if you or your company would pay by CHECK. See you in Louisville.

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FAX: 318-429-7201
<http://hargrovelawfirm.net>

LOUISIANA TOWER, SUITE 1600
401 EDWARDS STREET
SHREVEPORT, LOUISIANA 71101

POST OFFICE BOX 59
SHREVEPORT, LOUISIANA
71161-0059

Regional Reporters

ABADOA	Steptoe & Johnson PLLC Ryan.daniels@steptoe-johnson.com
CAPDOA	OPEN
DADOA	Kelly Sandoval, CDOA Kelly.sandoval@sitio.com
DALWORTH	Lewis Box, CDOA lewis.box@gmail.com
HADOA	Emily Sheffield esheffield@oglawyers.com
PBADOA	Rosanne Kidder Rosanne.kidder@pxd.com
SADOA	Dena Blevins Drblevins2014@gmail.com
Arkansas	Jackie Clotfelter, CDOA jclotfelter@hannaoilandgas.com
Kansas	Amy Flaming Amy.flaming@chsinc.com
North Dakota	Kimberly A. Backman kbackman@crowleyfleck.com
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Louisiana	Margaret Patton mpatton@pattonfirm.com

NADOA online Job Bank has new postings.

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Remember to keep your NADOA directory information updated. Due to all the changes taking place in our industry and the world, it is more important than ever to maintain professional contacts and receive the educational benefits of membership in NADOA.

2023 NADOA Article Deadlines

June 16 Special Institute Edition

September 22 Third Quarter

November 10..... Fourth Quarter

If you have a suggestion for someone to act as a Regional Reporter to help NADOA keep abreast of current legislation and legal issues for your region, please submit the name or the name of the firm.

2023 News Magazine Team

Rona Erickson, CDOA
Editor

Kim Bowman
Associate Editor,
Photography

Cheryl Hampton
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Michelle Davila
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2023 CERTIFICATION COMMITTEE

cdoa@nadoa.org

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Recertification Credits	Sherry Werth, CDOA	Sprw6886@gmail.com	Independent
Recertification Applications	Darryn McGee, CDOA	Dmcgee@eag1source.com	EAG
Applications & Candidate Publications	Stephanie Moore, CDOA	stmoore1969@gmail.com	Independent
Review Manual/Forms	Lewis Box, CDOA	Lewis.box@gmail.com	Riverbend Energy Group
Testing	Bonnie Didrickson, CDOA	bonniedidrickson@gmail.com	Independent
Policies	Megan McKee, CDOA	mmckee@rangeresources.com	Range Resources

CDOA Self Service Website Issues

Howdy fellow CDOAs. We've been hearing from several of our active CDOAs that they are having issues with logging credits in our new system. Most of the issues we are seeing are around recertification dates and credits the month prior to expiration/renewal and after renewal has been completed.

To help ya'll, some simple tips and tricks are below. If your expiration date is nearing, please complete the recertification application (link: <https://nadoa.org/wp-content/uploads/2023/01/NADOA-Application-for-Recertification-Fillable-PDF.pdf>) and submit your fee and form to Chris Tucker PRIOR to your expiration. Recertifying CDOAs must still be published in the Newsmagazine. Until you've been published, and application and fee are received, we can NOT

turn your certification back on to log credits for you. You must keep track of your credits until the committee has reached out to you and let you know that your certification has been renewed.

Also please keep in mind that you have 90 days from the date of the class/webinar to log any/all credits. Should you have any issues with logging your points please email cdoa@nadoa.org.

We appreciate all of your help in transitioning to the new credit tracking system!

Lewis Box
Certification Chair
CDOA Committee

Congratulations to the following New CDOAs!!

Nichole Dwier - Arlington, TX

Sunni Turney - Midland, TX

NEEDED: NADOA LEADERS FOR 2024!

The NADOA nominating committee is in search of candidates for the 2024 NADOA Board. This is a wonderful opportunity for volunteers who want to enhance their leadership skills, bring new and progressive

ideas to the organization and work with some of the most dedicated and hardworking volunteers in our profession. If you are interested in being a 2024 NADOA leader and are up for a very rewarding challenge or you have any questions regarding the open positions, please contact Michele Lawton at michele.lawton@swm.com by June 30, 2023.



Open positions:

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2023 Nominations for NADOA Membership Recognition

DEADLINE IS FAST APPROACHING - GET YOUR NOMINATIONS IN TODAY!

Do you have a great mentor that you'd like to thank? Do you have an organization that is promoting the advancement of the Division Order profession? Consider nominating someone for an organization for an NADOA Membership recognition Award.

Please detail the nominee's involvement in NADOA, the services they have performed and/or contributions they have made on page 2 (You may attach a separate sheet if necessary).

I would like to nominate _____ for the

Ellis Rudy Memorial Lifetime Achievement Award.

This award is presented to the NADOA member who has exemplified the Division Order profession through demonstrated leadership contributions to the industry and the profession during his/her career.

I would like to nominate _____ for the

NADOA Membership Recognition Corporate Award.

Presented to the group or company that has contributed to NADOA's growth and development, the Division Order profession, and/or the industry during the past year.

I would like to nominate _____ for the

NADOA Membership Recognition Award for Education.

This award is presented to the NADOA member who has dedicated their time and service to the betterment of Division Order Professionals through influence and mentorship.

I would like to nominate _____ for the

NADOA Membership Recognition Award for Interaction.

This award is presented to the NADOA member or affiliated organization who has had a positive community impact and extraordinary service and dedication in leading and promoting the Division Order profession.

I would like to nominate _____ for the

Russell Schetroma Memorial Speaker's Award.

This award is presented to the individual who has made a difference in the lives of our members by contributing to the growth, development and education of our association or industry during the past year.

Send nominations to:

Member Recognition Awards Committee, c/o Jean Hinton (jean_hinton@oxy.com)

Nominations will be accepted through July 1, 2023

Please detail the nominee's involvement in NADOA, the services they have performed and/or contributions they have made (You may attach a separate sheet if necessary).

This image shows a full page of blank, cream-colored paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

Email Address

Member Recognition Awards Committee, c/o Jean Hinton (jean_hinton@oxy.com)

GROWTH THROUGH EDUCATION - APRIL / MAY / JUNE 2023



Texas v. Environmental Protection Agency

The D.C. Circuit Court of Appeals is considering a challenge by states and industry groups to the Environmental Protection Agency's latest greenhouse gas standards for cars and light trucks. The case is *State of Texas v. U.S. Environmental Protection Agency*, 5th U.S. Circuit Court of Appeals, No. 23-60069.

Initially filed by Texas in February and later joined by fossil fuel and chemical industry groups and the states of Mississippi and Louisiana, the lawsuit contends the EPA's rejection was an illegal attempt to force federal rules onto the state.

The Clean Air Act requires states to submit plans to reduce pollution from power plants and other industries that can significantly impact air quality in other states. Plans submitted by 19 states (including Texas, California, Illinois, Alabama, Oklahoma and others) were rejected by the EPA in February. EPA also partially rejected plans submitted by Minnesota and Wisconsin.

According to the EPA, many of the proposed rules contained "no permanent and enforceable emissions controls." If no revised proposals are submitted by the states, the federal government may craft its own rules.



Articles are not intended to be and should not be relied upon as legal advice or to establish any kind of an attorney-client relationship with the author.

King Operating Corp. v. Double Eagle Andrews, LLC No. 11-19-00336-CV, 2021 WL 4598819 (Tex. App.-Eastland, Oct. 7, 2021)

The Eastland Court of Appeals affirmed the trial court ruling in favor of Double Eagle Andrews, stating that all references to the 'leased premises' must be read consistently throughout the lease, including the habendum clause.

Facts:

There were four tracts of land in Scurry County, Texas that were owned as follows:

The Robisons owned a fifty percent mineral interest in tract 1 and one hundred percent of the mineral interest in tracts 2, 3, and 4. The Robisons executed a lease that covered the "leased premises", defined as including all

of tracts 1, 2, 3 and 4.

The Williams' owned the other half of the mineral interest in tract 1 and all of the executive rights in tract 1. The Williams' lease only covered tract 1.

King Operating (King), successor to the original lessee, drilled a producing well on tract 1 during the primary term of the lease, but did not drill on tracts 2, 3 or 4.

After the primary term, the Robison lessors executed a new lease for their interest in tracts 2 and 3 with Double Eagle Andrews (DEA). When King filed a permit appli-

cation with the Texas Railroad Commission to drill a well on tracts 2-4, DEA protested the application and a lawsuit ensued.

King argued that the language “leased premises” in the Robison lease would mean that this lease would be kept in force (even though the Robisons did not own the executive rights to tract 1); however the court did not agree. The court construed that identical words would not have

different meanings in different parts of the lease and did not see intent that “leased premises” was not to be used consistently throughout the lease. The court reasoned that the intent of the parties for the term “leased premises” was to refer to the tracts of land that were covered by the Robison lease in which the Robisons actually owned and conveyed a leasehold interest and in the absence of executory rights could not grant rights to lands the lessor did not own.



Pooling in Bad Faith: Look to the Lease Terms for Clarity

This case illustrates the significance of broadly drafted pooling provisions that offer wide discretion to the Lessee. In *Ischy v. Northwood Energy Corp.*,¹ the plaintiff (“Lessor”) had leased 297 acres in Monroe County, Ohio. About a year before the expiration of the lease’s primary term, the Lessee pooled 0.19 acres of the leased acreage into a unit. Production from that unit began about four months after the lease’s primary term expiry. While the lease contained a lease extension bonus provision, the need for the bonus was not triggered because the lease was pooled. The Lessor argued the Lessee pooled the lease in a bad faith attempt to avoid having to pay the extension bonus.

The Lessor brought suit claiming the lease had expired by its terms and relied on the following four arguments in justifying its claim:

1. That Northwood violated the implied duty of good faith and fair dealing in pooling the lease;
2. That operations occurred off leased premises and therefore did not satisfy the terms for holding the lease;
3. That the advanced minimum royalty payment did not count; and
4. That the Lessor’s attempts at notice did satisfy the lease terms.

The main issue addressed by the appellate court was the issue of good faith and fair dealing. The Lessor argued that the Lessee acted in bad faith when it pooled 0.19 acres of the 297-acre lease for the sole purpose of holding the lease beyond its primary term. The Lessor stated that the Lessee did this to avoid paying the \$5,000/acre lease extension bonus. In analyzing, the appellate court pointed to the lease terms, which stated that “it is expressly stipulated that no implied covenants or conditions whatsoever shall be read into this Lease²...” The court further pointed out that the lease provided broad authority to pool acreage at the Lessee’s discretion. Thus, the court concluded that the Lessee did not act in bad faith because the Lessee did not violate the terms of the lease.³

Touching on the remaining arguments, the appellate court went on to state that the lease’s definition for “operations” also offered a broad meaning. As such, the Lessee’s actions complied with the lease as it served to hold the lease into the secondary term without necessitating the extension bonus payment.⁴ Although the court noted there could be some question concerning how effective

1 203 N.E.3d 1249 (Ohio Ct. App. 2022).

2 *Id.* at 1252.

3 *Id.* at 1254.

4 *Id.* at 1256.

the advanced minimum royalty payments were in holding the lease, it was a moot issue as the lease was clearly held beyond its primary term under the first two analyses.⁵

The court also briefly touched on the issue of notice, which warrants discussion here. The Lessor claimed it satisfied the notice requirement in the lease, yet the court pointed out that the lease required written notice while the Lessor verbally raised its concerns with the Lessee's land team. While the court found this issue irrelevant since the lease was held by pooling, the court could have found notice was not met as the Lessor's verbal notice did not comply with the lease terms (i.e. written notice).

The bottom line in *Northwood* is that the lease terms prevail, and pooling is unlikely to be considered in bad faith if the pooling⁶ complies with the mutually agreed upon lease terms. Thus, all parties should be aware of how lease terms can and will impact their assets now and beyond the primary term.

⁵ *Id.* at 1258.

⁶ *Id.* at 1259.

CONTACT

If you have any questions regarding this case law update or suggestions for topics to be covered in future issues, please call our office at 713-229-0360 or contact:



Andrew Good

Partner, Columbus

agood@oglawyers.com

www.oglawyers.com

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Unanimous Oklahoma Supreme Court Answers:



Oklahoma

When does an oil and gas lease expire due to cessation of production?

By: Jake Krattiger and Rhyder M. Jolliff

The Oklahoma Supreme Court [recently answered](#) two hotly contested energy issues: when does an oil and gas lease expire due to cessation of production, and how must courts apply a lease's habendum clause?

The unanimous Court explained:

- 1) Cessation of production can be determined only after a **reasonable** period based on all economic circumstances to decide if the well can no longer produce in **paying** quantities;

- 2) Termination is not judged solely by the lease's stated time period; and
- 3) Oklahoma's strong public policy against estate forfeiture provides a grace period for protecting leasehold interests.

In *Tres C, LLC v. Raker Resources, LLC, Continental Resources, Inc., and Dewblaine Energy, LLC*, 2023 OK 13, the Court granted certiorari to decide whether the trial judge erred by holding that a lease expires by its

terms due to a cessation of production in paying quantities, based solely on analyzing a three-month period during which the well's production decreased.

Defendant-Petitioners claimed the lease's habendum clause remained in force and maintained the lease until there was a cessation of production in paying quantities for an unreasonable period measured under all the circumstances from the perspective of a reasonable operator. The Supreme Court agreed.

It explained that the trial court erred when it limited its cessation determination to a three-month period without evaluating other factors, such as operational work on the existing well and its small amounts of gas production. In reversing the Court of Civil Appeals and the trial judge, the Court stated:

First, we have repeatedly explained that the cessation-of-production clause is only implicated where production *has already ceased*—i.e., the clause only comes into play *after* a cessation has occurred. . . . [t]he cessation-of-production clause kicks-in after a cessation has occurred that could result in termination of an oil and gas lease under the Habendum Clause and gives the operator an extension of time for preserving the lease through the means specified in the clause. Therefore, the cessation-of-production clause and the 60-day time-period contained therein have no bearing on anything that is done *before* the cessation occurs, including the assessment of whether a cessation has occurred.

See id. at ¶ 28 (internal citations omitted) (emphasis in original).

The Court further stated,

[N]either the cessation-of-production clause nor the temporary cessation doctrine have anything to do with the reasonable time-period that governs the pre-cessation assessment of profitability.

See id. at ¶ 33.

Reinforcing Oklahoma's "strong policy of our statutory law against forfeiture of estates," *Tres C* will guide judges, lawyers, and litigants in evaluating cases sometimes referred to as "top-lease" litigation. Existing Oklahoma law was affirmed in *Tres C*, which should clarify questions regarding production in paying quantities and possible termination of existing leases.

GableGotwals' [energy, oil & gas](#) team has extensive experience assisting clients in oil and gas leases as well as royalty litigation. For more information, please contact the authors or any member of the team.

THE AUTHORS:



Jake Krattiger
jkrattiger@gablelaw.com
405-568-3301



Rhyder M Jolliff
rjolliff@gablelaw.com
918-595-4804

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Real Rights Require Real Acts – And Recordation

The United States District Court for the Western District of Louisiana recently examined whether a real right in property could be enforced against third parties, absent a formal recorded instrument evidencing the same. The Court determined that, in the absence of a recorded instrument, an oral or written agreement creates only a personal obligation (here, a limited wellbore interest), and not a real right in the underlying immovable property interests, enforceable solely against the grantor/obligor for a ten-year prescriptive period.

In *Donald Zadeck Succession v. Treme*,¹ Zadeck Energy, Inc. (“Zadeck Energy”) owned a fifty percent working interest in certain Mineral Leases (the “Zadeck Leases”), all containing pooling and unitization provisions. Some of the Zadeck Leases were forced pooled into a unit, and Zadeck Energy, as operator, completed a unit well for the unit (the “Brown well”). By 1992, production from the Brown well had ceased.

In May 1993, Zadeck Energy allegedly conveyed to Douglas Vandiver, and his heirs (collectively, the “Vandivers” or “Defendants”), as its operations manager, a five percent working interest in the Zadeck Leases as partial compensation for his participation in the recompletion of the Brown Well; however, no assignment of this instrument was drafted or recorded in the public records. Vandiver was added to the paydeck of the Brown well and began receiving his five percent interest, less his proportionate share of the costs.

In 1994, Zadeck Energy conveyed its fifty percent working interest to Comstock Oil & Gas Louisiana, LLC (“Comstock”), reserving an overriding royalty interest in the transfer.

After 1994, Comstock drilled several wells on the land covered by the Zadeck Leases and paid Zadeck Interests, (formerly known as Zadeck Energy) their overriding royalty interest. Neither Comstock nor Zadeck Interests paid the Vandivers any further compensation. In 2009, Douglas Vandiver consulted an attorney on this matter but elected not to file suit. On October 1, 2019, the Brown well was plugged and abandoned, and the issue was not raised again until the following year.

On June 4, 2020, the Vandivers’ heirs sent Donald Zadeck a letter, regarding the 1993 conveyance of what they asserted was a five percent working interest in the Zadeck Leases. Unfortunately, Mr. Zadeck died shortly thereafter in 2020.

Defendants filed a proof of claim in Donald Zadeck’s succession on January 26, 2021, asserting recognition as working interest owners in the Zadeck Leases, demanding a formal assignment of their five percent alleged working interest by the estate and remuneration of all past-due sums since 2007. The Donald Zadeck Succession filed a counterclaim, seeking a judgment that the Vandivers had no valid interests in the estate.

(1) 2022 U.S. Dist. LEXIS 167122, 2022 WL 4280296.

The Donald Zadeck Succession filed a motion for Summary Judgment on the issue of prescription, alleging that the Vandivers' claim was a personal action for breach of contract against Zadeck Energy, which had been prescribed under Louisiana's ten-year prescriptive period.²

The Court examined whether Defendants' claims constituted a personal action directly against Donald Zadeck, or a real action seeking recognition of ownership or enforcement of the rights in immovable property, which is imprescriptible.³

While the Court recognized that Defendants' claims appeared to be a real action-seeking recognition of their ownership in the Zadeck Leases, the interest was now outstanding in a third party (Comstock), and there was no recorded instrument reflecting their grant of working interests, as required under La. C.C. 3338. The Vandivers' claims amounted to a personal action prescribed in 2019, ten years after Douglas Vandiver first consulted his attorney.

Zadeck reiterates the importance of proper recordation of all interests in mineral rights, including leases, in the parish conveyance or mortgage records where the immovable is located. These are real property rights, which require purchasers to establish either privity of contract, assignment of rights, or a stipulation pour autrui as outlined in La. Rev. Stat. Ann. § 31:16. The Louisiana public records doctrine denies the effect of rights unless they are recorded.⁴ Moreover, once recorded, deeds cannot be reformed to the disadvantage of third parties who relied on public records showing that the property belonged to the party from whom they acquired title.⁵

- (2) See La. C.C. art. 3499; *State v. Stewart*, 2022 La. App. LEXIS 2162, *4, 2022 0574 (La.App.1 Cir. 12/15/22), 2022 WL 17688412.
- (3) See *Boone v. Conoco Phillips Co.*, 2013- 1196, p. 21 (La. App. 3 Cir. 5/7/14); 139 So.3d 1047, 1060-61; *Songhyrd, Inc. v. Bearsville Recs., Inc.*, 104 F.3d 773, 779 (5th Cir. 1997).
- (4) See *TSS Props., LLC v. Ray-Bayou, LLC*, 329 So. 3d 411, 413, 2021 La. App. LEXIS 1320, *1, 20-533 (La.App. 3 Cir. 09/22/21), 2021 WL 4303332.
- (5) See *Covey Park Gas, LLC v. Bull Run Acquisitions II, LLC*, 310 So. 3d 777, 2021 La. App. LEXIS 14 (La.App. 2 Cir. 2021), writ denied, 2021 La. LEXIS 811 (La. Apr. 7, 2021).

CONTACT

If you have any questions regarding this case law update or suggestions for topics to be covered in future issues, please call our office at 713-229-0360 or contact:



Kate Bailey Labue
Attorney, Lafayette
klabue@oglawyers.com

www.oglawyers.com

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Van Dyke v. The Navigator Group – Double Fractions and the Presumed Grant Doctrine

On February 17, 2023, the Texas Supreme Court handed down its opinion in *Van Dyke v. The Navigator Group*, resolving a ten-year dispute over the ownership of royalty interests and \$44 million in royalties. In reversing the court of appeals, the court concluded “that the Mulkey parties hold title to $\frac{1}{2}$ of the mineral estate because the original deed so requires and because the presumed-grant doctrine would remove any remaining doubts” and remanded to the trial court for further proceedings to produce a final judgment.

The opinion delivered by Justice Young begins with the following:

“Only in a legal text could the formula “one-half of one-eighth” mean anything other than one-sixteenth. But in the law, “one-half of one-eighth” sometimes equals one-half—in the context of reservations of mineral interests. Likewise, the law sometimes calculates one-half of 1,000 to be 600, not 500—in the context of contracts for rabbits. [*Dwyer v. City of Brenham*, 7 S.W. 598, 599 (Tex. 1888)] Those results may seem bizarre, unsatisfying, and literally fuzzy math. They can also be inefficient; resolutely adhering to the rules of arithmetic would more rapidly end litigation. The rules that courts must apply, however, are not primarily those of arithmetic but of textual construction. The rules of construction, in turn, reflect the principle that legal texts—including private-law documents like contracts, deeds, and wills—still bear the meaning that their words had when they were drafted, even if the use of some words today might generate a different meaning.”

In 1924, the Mulkeys conveyed their ranch to White and Tom, with the following reservation:

“It is understood and agreed that one-half of one-eighth of all minerals and mineral rights in said land are reserved in grantors, Geo. H. Mulkey and Frances E. Mulkey, and are not conveyed herein.”

The successors of White and Tom contended that this double fraction was simple arithmetic and reserved a $\frac{1}{16}$ mineral interest. The successors of the Mulkeys contend that the reservation reserved a $\frac{1}{2}$ mineral interest. The trial court and the court of appeals agreed with Whit and Tom; the Supreme Court reversed, holding that each side owns $\frac{1}{2}$ of the minerals in the Ranch. The Supreme Court ruled for the Mulkeys on two grounds: the “estate misconception theory,” and the presumed-grant doctrine.

The Court noted that, at the time of the 1924 deed, $\frac{1}{8}$ was “a term of art that references the entire mineral estate,” and that “the estate-misconception theory reflects the prevalent (but, as it turns out, mistaken) belief that, in entering into an oil-and-gas lease, a lessor retained only a $\frac{1}{8}$ interest in the minerals rather than the *entire* mineral estate in fee simple determinable with the possibility of reverter of the entire estate. Therefore, for many years, lessors would refer to what they *thought* reflected their entire interest in the “mineral estate” with a simple term they understood to convey the same message: “ $\frac{1}{8}$.”⁽¹⁾ This widespread and mistaken belief ran rampant in instruments of this time involving the reservation or conveyance of a mineral interest—so much so that courts

⁽¹⁾ Laura H. Burney, *The Regrettable Rebirth of the Two-Grant Doctrine in Texas Deed Construction*, 34 S. Tex. L. Rev. 73, 88 (1993).

have taken judicial notice of this widespread phenomenon. *Hysaw v. Dawkins*, 483 S.W.3d (Tex. 2016) Therefore, the very use of 1/8 in a double fraction “should be considered patent evidence that the parties were functioning under the estate misconception.”⁽²⁾

As the Court pointed out in *Hysaw*, “the near ubiquitous nature of the 1/8 royalty—dubbed by some as ‘the legacy of the 1/8 royalty’ or ‘historical standardization’—is something that “influenced the language used to describe the quantum of royalty in conveyances of a certain vintage.” “This prevalent belief and confusion resulted in parties mistakenly assuming the landowner’s royalty would *always* be 1/8. Therefore, parties would use the term 1/8 as a placeholder for future royalties generally—without anyone understanding that reference to set an arithmetical value.”

The Court disagreed with the court of appeals’ conclusion that presumed since no oil and gas lease was in effect at the time of the 1924 deed, the estate misconception theory did not apply.

In reaffirming *Hysaw*, the Court stated: “When courts confront a double fraction involving 1/8 in an instrument, the logic of our analysis in *Hysaw* requires that we *begin* with a presumption that the mere use of such a double fraction was purposeful and that 1/8 reflects the *entire* mineral estate, not just 1/8 of it. ... Our analysis in *Hysaw* thus warrants the use of a rebuttable presumption that the term 1/8 in a double fraction in mineral instruments of this era refers to the entire mineral estate. Because there is “little explanation” for using a double fraction for any other purpose, this presumption reflects historical usage and common sense.”

The Court made clear that this presumption may be rebutted by other language in the

instrument evidencing a different intent.

But there need not be other language in the instrument supporting the presumption (as there was in *Hysaw*) for the presumption to apply.

“The use of a double fraction in this deed, combined with the *lack* of anything that could rebut the presumption, is precisely why we can conclude as a matter of law that this deed did not use 1/8 in its arithmetical sense but instead reserved to the Mulkey grantors a ½ interest in the mineral estate.”

The Court then concluded that, even if the deed did not clearly reserve ½ of the minerals, the record conclusively establishes that the Mulkeys acquired the other 7/16 mineral interest through the “presumed-grant doctrine.” The presumed grant doctrine, ‘also referred to as title by circumstantial evidence, has been described as a common law form of adverse possession.’ The Court noted the presumed-grant doctrine required a proponent to establish three elements: (1) A long-asserted and open claim, adverse to that of the apparent owner; (2) nonclaim by the apparent owner; and (3) acquiescence by the apparent owner in the adverse claim.

The Court disagreed with the court of appeals that there is a fourth element, a gap in the chain of title. The record showed that, for nearly ninety years after the execution of the original deed, the parties continued without exception to engage in transactions and to make representations about their ownership interests consistent with the understanding that each original side had a ½ interest in the minerals. The Court concluded that this historical evidence “conclusively satisfies the presumed-grant doctrine’s requirements.” “The filing of this lawsuit in 2013 cannot negate nearly a century of overwhelming evidence that the White parties never previously made such a claim in all those years.”

⁽²⁾*Id.* at 90

THE SUPPLEMENTAL TITLE OPINION – IS IT STILL NECESSARY? Part One

By Terry E. Hogwood, Attorney

(NOTE: Parts of this article are lifted from an earlier article entitled THE MYTH OF THE CURED TITLE OPINION supplemented by THAT TITLE REQUIREMENT IS SATISFIED! REALLY? written by the author. Quotes and attribution to that article have been eliminated in this article at the author's election.)

Today, there is a troubling trend in the title examination process in the oil and gas industry not to secure a supplemental title opinion for various reasons (time, cost etc.) once an original title opinion has been rendered. The author has elected to use a simple format setting forth the usual preliminary steps taken in the drilling process, including the title approval process, to analyze and discuss various aspects of the supplemental title opinion. As an introduction to the topic of supplemental title opinions, the following brief, partial case analysis is a real-life example of not only obtaining a supplemental title opinion but also ensuring that both the original title opinion and supplemental title opinion(s) accurately identify the correct legal problem(s) and that the curative materials submitted in satisfaction of each title requirement actually “cure” the title issue being addressed.

The case (*Concho Resources, Inc. v. Ellison*, 627 S.W.3d 226 (Tex. 2021)) has shown how important a title opinion (especially a supplemental title opinion) can potentially be in a Texas trespass to try title case. In this case, every title examiner in at least five separate title opinions (original and supplemental) opined on a pressing and very real title problem with the description of the lands in an oil and gas lease *purporting* to cover and pertain to the lands under examination.

The original title opinion for drilling purposes

correctly identified the source deed that divided a larger tract into two (2) tracts, including the subject tract under examination. This source deed conveyed and correctly described the tract not under examination as being “All of Section 1, Block 6 H&TC Ry Co. Survey located North and West of the public road which now runs across the corner of said survey containing 147 acres more or less.” Actually, upon a proper survey, this tract would have been found to contain 301 acres. The tract under examination was the “493” acre tract remaining after the described tract was conveyed.

The owner of the remaining “493” acres (assuming the tract originally contained 640 acres AND that the 147 acre was an accurate acreage count (it was not!)) thereafter leased that tract utilizing the following description:

“South part of Sec. 1, Block 6, H&TC RR Co (A-312) 493 acres”

The foregoing description is from the actual un-recorded lease. The examining attorney opined in the original title opinion, a copy of which is in the possession of the author: “As a technical matter this description is incorrect.” It is interesting to note that the author of this opinion used the following description to identify the lands under examination: “...covering the South 493 acres of Section 1, Block 6, H&TC Ry. Co. Survey, Abstract 312, Irion County, Texas, containing 493 acres, more or less.” There was no 493 acre tract.

Quite the understatement by the examining attorney since neither description contained: (i) a beginning point; (ii) calls for direction and distance; (iii) an ending point or (iv) a deed reference to a correct property description. The actual lease description only contained an acreage call (493

acres). Without going into any detail about the case, the description was more than “technically incorrect” – it was and is, in the opinion of the author, void due to violation of the Texas Statute of Frauds. There never was an actual 493 acre tract properly described and available for lease. The examining attorney made no requirement to cure the description problem “...because captioned land has been described in numerous instruments and estates in the aforementioned manner and occupied with a common understanding of where the property boundaries are located for almost 80 years...”

Thus, the description of the “493 acre tract”, per the title examiner, was at least technically incorrect. In the author’s opinion, this description was VOID. How was this description problem to be cured for supplemental title opinion purposes? What was the proper title requirement? HINT: No curative requirement was ever made in any of the additional division order/supplemental title opinions covering the examined lands. When different examining attorneys in the additional supplemental opinions addressed this description issue as raised in the original title opinion, they did so without title requirement/title curative materials to review.

The third (supplemental) title opinion issued for the “493 acre tract” contained a potentially incorrect title conclusion. First, the examining attorney expressly stated that he did not have a copy of the actual lease nor did he examine same. How can the obvious title problem with the lease description be addressed without first examining the actual lease?

The examining attorney then held the requirement dealing with the lease description problem was “Deemed Satisfied.” No question was ever raised in any subsequent title opinion concerning the potential violation of the Texas Statute of Frauds and the very real possibility that the lease was void based on the Statute of Frauds violation. More importantly, who “deemed” the requirement satisfied? Or, more correctly, who waived the title requirement since no title curative materials were ever called for or submitted? That is, did the client company waive the requirement? Unknown. The last two title opinions reviewed by the author

continued the “Deemed Satisfied” conclusion regarding the lease description with the last title opinion questioning what “Deemed Satisfied” meant in the context of validating the lease description.

One principle this case and other cases dealing with oil and gas production illustrate is that, prior to drilling one or more wells on leased/pooled acreage, the diligent operator always secures an original title opinion for the proposed well location. What is much more uncertain is, where one or more title problems are identified in the title opinion and curative actions are recommended, whether the operator addressed the title problem(s) via a *supplemental title opinion* or ignored the title problem (waived the title requirement internally) and did not secure a supplemental title opinion.

This article will address, among other issues: (i) as between the title attorney and client, who waives a title requirement or deems the title requirement satisfied (whatever that means); (ii) why a supplemental title opinion is a necessary title document that must be secured to enable the client company to know and understand the quality of its title with satisfied/un-satisfied/waived title requirements; (iii) what types of curative materials can satisfy a title requirement but cause the examining attorney to have to advise the client company that, at best, it has defensible title to the lands under examination and (iv) how an un-marketable title can be made marketable.

Key to obtaining a clear title to drill (marketable title if possible; defensible title for sure) is to have, if possible, the proper title requirement made in the original/supplemental title opinion to “cure” outstanding title problems. As *Ellison* demonstrates, even more important is the need to furnish to the client company appropriate curative materials so that the examining attorney, in one or more supplemental title opinions, can address the title issues and deem them: (i) satisfied or (ii) not satisfied. The examining attorney then, depending on the individual facts arising out of each chain of title, can: (i) make additional requirements; ii) advise the client, if the client wishes to waive the title requirement that, at best, it will be drilling

on a defensible title or, worse case, have a full of partial title failure or (iii) if potentially winnable, recommend filing a trespass to try title lawsuit in an attempt to cure the outstanding title requirement(s).

This article will identify and set out three (3) steps that might be encountered in the drilling of a vertical or horizontal well in Texas. It is within the context of these three (3) steps that the absolute necessity for obtaining a supplemental title opinion showing not only that all title requirements have been satisfied but also that the curative documents themselves do not cause the title to be less than marketable will be explored. The three (3) steps are:

Step One – Taking of the lease and the decision to drill

Step Two – Obtaining the original title opinion

Step Three – Addressing outstanding title requirements

IF YOU GET NOTHING ELSE OUT OF THIS PAPER, remember that the Ownership Schedule set forth in an original or supplemental title opinion may **not** be relied on until all title requirements have been satisfied per the rendering attorney. Stated another way, if one or more title requirements is/are not satisfied, the Ownership Schedule may not be relied on. Further, if any title requirement remains unsatisfied (waived), unless the title attorney actually waived the satisfaction of same, the risk of title loss is on the client. Marketable title and the resultant ownership of the mineral estate (and surface estate, if addressed) is conditioned upon the satisfaction of all title requirements as called for in the pertinent Requirements Section of the original/supplemental title opinion.

Step One

O, the operator, decides to acquire a lease on Blackacre and does so successfully (assuming O leased all of the current outstanding mineral interests in Blackacre). The lease calls for 640 acres

utilizing a metes and bounds description. Blackacre appears to be fenced by a three strand barb-wire fence. It is unknown if the fenced area matches the metes and bounds description or if a survey of the lands would reflect that more/less of the leased acreage is actually fenced. O contracts for the drilling of the well. Only one thing left for O to do; obtain the original title opinion for drilling purposes.

O does not know that the lands under fence comprise only 540 acres, not the 640 acres as called for in the patent and subsequent documents. One hundred acres of Blackacre lies outside of the fenced area.

Step Two

O obtains a run sheet (abstract of title) prepared by a landman purportedly setting forth all documents of record for Blackacre from sovereignty of the soil down to specific closing date. This run sheet is examined by the title attorney and a title opinion covering and pertaining to Blackacre is issued by the examining attorney. The title opinion shows a regular chain of title from sovereignty and calls for a survey of the lands under lease to see if the description conforms to the fence line as well an affidavit of use and occupancy from a disinterested person for the last thirty (30) years. This affidavit of use and occupancy is to address, among other items of interest, the existence of any fences, possession of the entire 640 acres and any potential adverse possession of Blackacre by third parties.

Issue 1: What is a title opinion?

There are two distinct and separately issued title opinions which are routinely utilized in the oil and gas industry. They are: (i) the Original Title Opinion issued for drilling purposes, being the first title opinion issued for Blackacre to confirm for O that all mineral owners appear to be leased (subject to the satisfaction of the enumerated title requirements) and (ii) The *Supplemental Title Opinion*, typically issued either for the updating of the mineral title ownership based on the curative materials furnished in connection with the Original Title Opinion and/or issued for division order

purposes or both.

An original title opinion is a legal document which usually first addresses the fee simple ownership (may be limited to the surface or mineral estate, depending on the wishes of the client) of a given tract of land and which can only be prepared by a duly licensed attorney. It can be written for drilling or division order purposes. It is an interrelated document usually consisting of six distinct parts: (i) Property Description; (ii) Documents Examined; (iii) Certification Date of abstract/opinion; (iv) Ownership Schedule; (v) Comments and Requirements and (vi) Attorney Disclaimer.

There is a significant interrelationship in an original title opinion (as well as a supplemental title opinion) between the Ownership Schedule and the Comments and Requirements section. The rendering attorney usually represents that *marketable title* may be vested as set forth in the Ownership Schedule PROVIDED THAT all of the title requirements have been found to have been satisfied by the examining attorney. Stated differently, the examining attorney will not (and cannot) declare that *marketable title* (see below for definition) to the fee simple interest (mineral, surface, etc.) under examination has been achieved if even one outstanding title requirement remains unsatisfied.

The author has never seen a 100% cured title opinion except for offshore tracts (state and federal) and some Indian tribal lands. Meaning? The failure to completely satisfy all title requirements to the satisfaction of the examining attorney results in the oil company having to rely on something less than *marketable title*. The majority of title opinions rendered for the oil and gas industry, given that one or more of the outstanding title requirements are not satisfied (either waived by the client company or satisfied relying on matters outside of the record title such as adverse possession), require the client company to rely on less than marketable title for drilling/royalty payment purposes i.e. *defensible title*. That a title is not a marketable title is not in and of itself a problem. Almost all titles have one or more facts outside of the record that must be relied on to support the Ownership

Schedule (heirship affidavit, adverse possession etc.)

The purpose of the original title opinion is to provide assurance to the client company that the mineral estate is properly leased and that no outstanding mineral interests in third parties remain unleased or leased to another company. Every time a title requirement is waived by a client company there is an increased risk that title to some or all of the mineral estate may fail.

The *Supplemental Title Opinion* is issued after and premised upon: (i) the Original Title Opinion/ prior supplemental title opinion(s) and its/their conclusions of ownership/title requirements and/ or (ii) supplemental title documents subsequently discovered in the pertinent county deed records and found to have a legal impact on the title to Blackacre and/or (iii) curative materials submitted by the client company in satisfaction of one or more title requirements found in the Original Title Opinion. A supplemental title opinion may involve either a restatement of the Ownership Schedule as it appears in the original title opinion or an updating of the Ownership Schedule based on the curative materials submitted by the client company.

The examining attorney is required to understand each title requirement and exactly what the title requirement is attempting to accomplish based on the called for curative documentation. CAVEAT: The examining attorney must be extremely cautious in distinguishing between deeming a requirement satisfied based on the submitted curative materials and identifying for the client company, even though deemed satisfied, that the title is no longer marketable and is at best a defensible title if the curative materials are premised on facts occurring outside of the record.

Example - An owner in the chain of title to Blackacre may have died in another county in Texas or out of state. There is no probate for that owner's estate found in the county where the lands under examination are located. A requirement in the original title opinion was made to show if that owner died testate or intestate. An heirship affidavit was furnished in satisfaction of this title

requirement. Technically, the title requirement is satisfied by this affidavit of heirship. In reality, the examining attorney should advise the client company of the risks associated with relying on a document outside of the record title given by one or more persons who may or may not be completely truthful. Reliance on the affidavit of heirship causes the entire title to Blackacre to be defensible at best.

Once curative data has been accumulated, the client company/examining attorney have several actions available which can be taken with respect to each outstanding title requirement:

Waiver of title requirement - Whether a client is justified in waiving a title requirement is a function of management's evaluation of the problem and whether it is willing to accept all attendant risks associated with the waiver. **An examining attorney does not waive title requirements!** If a waiver was appropriate by the examining attorney, the title requirement should never have been placed in the title opinion in the first place.

If a title requirement is waived, definitionally the title cannot thereafter be deemed marketable. At best, it could be classified as a defensible title. The examining attorney can adjust the ownership schedule based on the client company's waiver and protect him/herself from liability with the appropriate limiting language and assumptions made based on the waiver.

Example – If the title requirement was to furnish the probate materials from another state for one of the potential mineral owners who died over 80 years ago, and the client believes that all potential devisees have been located and leased, it may elect to waive the title requirement. The examining attorney can craft language to protect itself such as: “This requirement called for the probate materials for the estate of John Doe from Orleans Parish, Louisiana to be furnished. No such materials were submitted. However, O Oil Company has elected to waive this title requirement based on the passage of time from X's death and its present leasing activities from X's purported devisees.

The undersigned cannot state, with any degree of confidence, whether there may or may not be additional devisees for John Doe. You are advised that waiving this title requirement is a risk decision: (i) concerning the accuracy of the list of devisees furnished the undersigned by the client as set forth in the title opinion and (ii) by relying on the list of purported devisees you are relying matters outside of record title, thus destroying marketable title to the Examined Lands and leaving you, at best, with defensible title to Examined Lands. Please advise if additional input or information regarding this requirement may be provided.”

Example – The title examiner calls for an heirship affidavit for Fred Farkle who appears to have died intestate. An affidavit of heirship is furnished by Alton Farkle, a Farkel family member. Alton Farkle's affidavit can be wrong for many reasons, especially if the affiant is related in some way to the deceased. Either the affiant did not know of any additional children or, if he/she knew, also “knew” that Fred Farkle did not want them to inherit anything so.... they are omitted from the affidavit of heirship. That risk that the affidavit of heirship is not accurate is a risk assumed by the client company, not the examining attorney. However, to be assumed by the client company, such risk must first be specifically pointed out by the examining attorney when addressing a specific title requirement. Ex. – “This requirement called for an affidavit of heirship for the estate of Fred Farkle. Affidavit of Heirship for Fred Farkle dated 1/22/21, signed by Alton Farkle, has been submitted in satisfaction of this requirement. The actual production of the affidavit of heirship does satisfy the requirement. However, the undersigned cannot state with any degree of confidence whether there may or may not be additional heirs at law for Fred Farkle. You are advised that relying on matters outside of the record title entails a risk decision: (i) concerning the accuracy of the list of heirs set forth in the title opinion and (ii) by relying on the heirship affidavit you are relying on matters outside of record title, thus destroying marketable title to the Examined Lands and leaving you, at best, with defensible title to Examined Lands.”

Satisfaction of title requirement – The examining attorney, after a review of the curative materials submitted in connection with a title requirement, may deem that title requirement satisfied and, if necessary, adjust the ownership schedule accordingly. CAVEAT: A subsequent examining attorney may find itself disagreeing with the curative documents called for or the conclusion of ownership set forth in the Ownership Schedule detailed in a previous title opinion. The conclusion expressed in each title opinion (original or supplemental) is that only of the examining attorney. The author has seen this handled in two different ways: (i) recommend sending the curative materials back to the prior examining attorney along with an explanation and ask the prior attorney to render a supplemental title opinion or (ii) set out the conflicting facts/principles of law and restate the title requirement, analyze the curative data and adjust the Ownership Schedule accordingly.

The author has always preferred the first choice if possible. There may well be facts and circumstances known only to the prior examining attorney which may not have been put in the title requirement and which could significantly affect the title to the lands under examination. This preferred method is also in line with Chapter I, Standard 1.30, Texas Title Examination Standards. CAVEAT: Always write each title requirement, whether in an original or supplemental title opinion, as though another attorney will be reviewing the title curative materials and working the corresponding title requirement.

Conditional satisfaction of title requirement – The examining attorney may have called for a curative document involving an affidavit such as an affidavit of heirship. Definitionally, if an affidavit containing facts outside of the record title is to be relied on by the client, the quality of title is diluted from marketable title to at best defensible title. It is up to the client company to accept the risk that the facts contained in the affidavit are accurate and correct. (The author prefers to note such risk acceptance in the supplemental title opinion.) The examining attorney may then note the appropriate change(s) in the ownership

schedule assuming the risk decision by the client company was an accurate one. Properly identified risk decisions to be made by the client company and pointed out by the examining attorney, even if the assumption of that risk by the client company turned out to be the wrong decision, relieves the examining attorney from any malpractice liability with respect to a failure of title due to that specific requirement.

Conclusion - The owner of the original title opinion has the ultimate decision whether to accept the schedule of ownership as written (with no satisfaction of any title requirements), to satisfy all title requirements or to satisfy some and not others (waiver). That decision is solely one for the client with advice from the rendering attorney.

The rendering attorney does not waive title requirements unless he/she wishes to accept all attendant risk associated with such waiver (including monetary loss if the title fails in whole or in part). Once apprised of the risks of waiving the title requirement, it is up to the client to advise the rendering attorney of its decision to waive a title requirement. Thereafter, the attorney should note in a subsequent supplemental title opinion that one or more specific title requirements have been waived by the client company. Such notice thus qualifies the ownership schedule and its accuracy and correctly allocates the risk to the client company.

Issue 2: Who owns the title opinion?

The client oil company paid a fee (either hourly or fixed sum) to the examining attorney for the delivery of either an original or supplemental title opinion. Upon payment of the money and delivery of the title opinion by the examining attorney to the client company, the contract for legal services is fulfilled. Thereafter, the title opinion (either original or supplemental) rendered for a client **is owned by the client**. The title opinion itself is the work product of the rendering attorney.

Issue 3: Who may rely on the title opinion?

The right to rely on the contents and conclusions of an original or supplemental title opinion belongs

to the original client who paid for the title opinion and to whomever else the rendering attorney (with the client's permission) will allow to utilize and rely upon same. In a multiple lessee situation or unit situation, where there are multiple working interest owners, it is not unusual for the operator of the lease/unit to specifically request that the examining attorney state that the rendered title opinion was written for all of the named working interest owners in the lease/unit and therefore may be relied upon by each working interest owner (presumably because each working interest owner is paying its prorata share of the title attorney's legal costs). Stated another way, the possession of a title opinion will not necessarily entitle the possessor of same to rely on its statement of ownership (backed by the malpractice insurance of the rendering attorney) unless the rendering attorney has granted his/her permission to the possessory party to use and rely on same.

A word about **assignees**. Depending on when a title opinion (original or supplemental) is secured, the operator of the well may not know, at that time, who its partner(s) will be. It has been the author's experience that the operator will ask that itself, its successors and/or assigns be allowed to utilize and rely on the title opinion with the concomitant right to go against the rendering attorney should the opinion (and the resultant title) be wrong, thus causing the wrong party(ies) to have been leased. Usually, such a request is in reality more of a demand if the examining attorney wants to do the title work for the client. Unfortunately, depending on how long and how many assignees later are relying on the opinion, the immediate payday may, over time, be less important than limiting who and for how long reliance on the title opinion may last.

For example, O asks its examining attorney to specifically allow all of O's assignees, and their heirs, successors and assigns be entitled to rely on the examining attorney's opinion. The examining attorney has a variety of choices, some of which include: (i) refusing O's request, probably insuring that it will not get to do the title opinion or (ii) limiting its responsibility to the assignees of O only, not their heirs, successors and assigns or (iii) limiting reliance to the immediate addressee and

those additional persons seeking to rely on the title opinion which the examining attorney specifically allowed (in writing) to rely upon its opinion. Usually, this third alternative comes into play if and only if the third party pays additional consideration to the examining attorney.

The author has personally had remote assignees (five or more generations from the original operator) from as early as the late 1970's call and inquire about his title opinion such assignee possesses (usually from lease files that went with producing wells sold at an auction) seeking to determine if unsatisfied title requirements can be waived. That opinion was issued almost 45 years ago! Luckily, the company calling was not an addressee of the title opinion nor had the author granted it the right to rely on the opinion.

Does this mean that a subsequent purchaser of an oil and gas lease(s) may not use a title opinion found in the files delivered by the Seller as a starting point to update title? With the caveat that, should title to the examined lands fail in whole or in part, the subsequent purchaser may not rely on any part of the "found" title opinion to the detriment of the examining attorney, it is simply another risk decision for the client company to decide to use that title opinion as a starting point in the updating of the title to the newly acquired lease(s).

© Terry E. Hogwood 2023
OFFICE: 713.823.4949
E-Mail – terrye.hogwood@gmail.com
26519 Wedgewood Park
Cypress, Texas 77433

(Editor's note: Part Two of this article will appear in the Third Quarter issue of the NADOA News Magazine.)



Texas SB885 (codified at Tex. Prop. Code §13.006), which became effective September 1, 2021, potentially will help clear some of the unmarketable title issues in real property created by quitclaim deeds. Given that a quitclaim doesn't contain words of conveyance or warranty, if a grantor has any interest in the property a quitclaim merely passes whatever that may be to the grantee. Nothing is conveyed via a quitclaim if the grantor has no interest in the property.

AN ACT

relating to quitclaim deeds.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 16.025(b), Civil Practice and Remedies Code, is amended to read as follows:

(b) This section does not apply to a claim based on a quitclaim deed, a forged deed, or a deed executed under a forged power of attorney.

SECTION 2. Chapter 13, Property Code, is amended by adding Section 13.006 to read as follows:

Sec. 13.006. EFFECT OF RECORDING QUITCLAIM DEED. After the fourth anniversary of the date a quitclaim deed for real property is recorded in the deed records of the county in which the real property is located, the quitclaim deed:

(1) does not affect the question of the good faith of a subsequent purchaser or creditor; and

(2) is not notice to a subsequent purchaser or creditor of any unrecorded conveyance of, transfer of, or encumbrance on the real property.

SECTION 3. The change in law made by this Act applies only to a quitclaim deed recorded on or after the effective date of this Act. A quitclaim deed recorded before that date is governed by the law in effect immediately before the effective date of this Act, and that law is continued in effect for that purpose.

SECTION 4. This Act takes effect September 1, 2021.

WELCOME

NADOA Welcomes The Following New Members:

Atoka Operating, LLC
Jonathan Heape

Gulfport Energy
Amanda Falen

Peregrine Petroleum
Rachel Grew

Chevron
Lakeiva Noel

Independent
Alejandra Elizondo

Rockcliff Energy
Joni Byrd

Citation Oil & Gas Corp
Lisa Hathaway

Independent Contractor
Matthew Galipp

Sitio Royalties
Tara Nash

Crawley Petroleum
Corporation
Rebecca Avant

Kimmeridge
Cierra Withkowski

Southwestern Energy
Rachel Bartels

Daylight Petroleum LLC
Linchi Lopez
Hector Pena
Skylar Schaefer

King Operating Corporation
Aaron Ledyard

Spartan Resources, LLC
Jennifer Cunningham

Leone Energy
Kyndall Leone

Spearpoint Recourses
Nataliya Anokhina

Devon Energy
Alissa Clarke
Andrea Shannon

LMNOP, Inc.
Lauren Lanning

Stephens Natural Resources
Deneise Wardrup

Diamondback Energy
Kellen Musgrove

Mabee Ranch
Margarita Ledbetter

TG Natural Resources
Selina Benitez

EOG Resources Inc.
Marsha Erskine
Salema Hoque

Montego Minerals
Brittany Trosclair

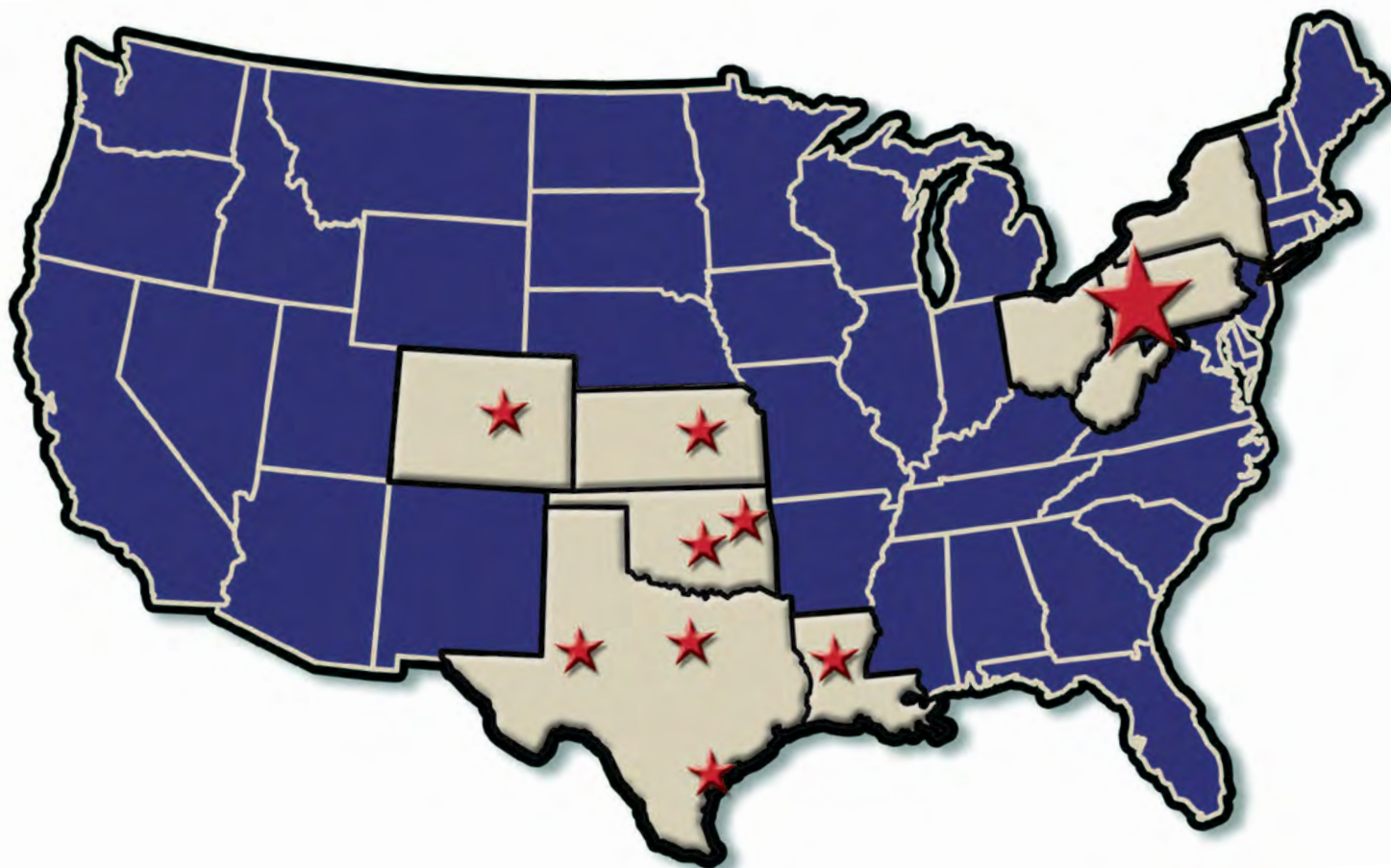
White Rock Oil and Gas
Sidnee Baker

Freehold Royalties (USA) Inc.
Michael Farberov

Global Oil And Gas Fields
Oklahoma
Lori Land

Grayson Mill Energy
Roxane Taho





APPALACHIAN BASIN ASSOCIATION OF DIVISION ORDER ANALYSTS (ABADOA)

Association Based in the Pittsburgh,
Pennsylvania Area
Serving NY, OH, PA, WV (Inactive)



CAPITAL ASSOCIATION OF PROFESSIONAL DIVISION ORDER ANALYSTS (CAPDOA)

Association based in the Oklahoma City, OK Area



ARKLATEX ASSOCIATION OF DIVISION ORDER ANALYSTS (ALTDOA)

Association based in the Shreveport, LA Area (Inactive)

2023 has started out great with attendance to our February and April Business Meetings closer to our pre-pandemic numbers. We are excited to welcome back members we have not seen in a while as well as new colleagues. We are looking forward to what the rest of 2023 brings.

Our April Business meeting featured Melissa Martin and Leslie Griffin who presented “The Art of Oil and Gas Title”, helping us understand what steps Title Attorneys go through in order to create a Title Opinion. Our all day summer seminar will be June 20 at Remington Park and we will have 6 speakers helping to expand our education along with networking with fellow Division Order colleagues. We are working on some great door prizes including a registration to NADOA’s 50th Institute in September.

For more information regarding CAPDOA, please visit our website at www.capdoa.org.

**DALWORTH ASSOCIATION OF DIVISION ORDER
ANALYSTS
(DALWORTH)**

Association serving the Dallas/Fort Worth, TX Area



DALWORTH Transition Officers and Directors

President – Eli Murray
2nd Vice President – Liz Karlen
Recording Secretary – Lindsay Grose
Director (Compliance) – Megan McKee
Director (House) – Christy Ewert
Director (Hospitality) – Somchay Fairbanks
Director (Hospitality) – Isabel Zhang
Director (Historian) – Brenda Pirozzolo
Director (Scholarship) – Lewis Box
Board Advisor – Kim Bowman
NADOA Liaison – Megan McKee

Last year, the DALWORTH Board voted to pursue negotiations with DFW-ALTA, the local organization affiliated with NALTA, to merge the two organizations. DALWORTH is currently revising the DFW-ALTA By-Laws for adoption by the DFW-ALTA membership, and the DFW-ALTA Board approved the potential merger contingent upon ratification from the DFW-ALTA Membership. Part of the conversation includes keeping a NADOA Liaison along with ensuring those analysts involved in Division Order work have educational opportunities. The hybrid name will be Land Analysts, and we will examine Division Order issues along with lease management. As one local association, we will be able to

reduce the redundancies in sustaining the organizations and will also be fulfilling the educational needs for those involved in the many facets of land administration. The DALWORTH Board is excited about more announcements in the coming months

For information regarding DALWORTH, please visit our website at www.dalworth.wildapricot.org.

**DENVER ASSOCIATION OF DIVISION ORDER
ANALYSTS
(DADOA)**

Association based in the Denver, CO Area



DADOA past and present officers and committee members enjoyed our annual transition lunch at Maggiano’s Little Italy downtown Denver on March 1. Volatile Denver weather certainly challenged us on getting a date set and carried out, but we finally pulled it off! It was great to get together and share information and have a great lunch together.



DADOA held its Spring Seminar on April 19. It was held

at the offices of KPMG LLP. Karen Anderson, Will King and Quin Moore were outstanding and knowledgeable speakers. The best part of the seminar was all three presenters opening up the floor for questions and/or concerns. The attendees left with a deeper understanding of the topics and issues. Breakfast, lunch & snacks were provided courtesy of DADOA and KPMG. It was also a great networking opportunity.

We're working on the plans for a summer luncheon.

The 2023 officers of DADOA are: Sandi Rupprecht-President, Wendy Hopkins-Vice President, Secretary-Alicia Padilla, Treasurer-Allison Blancett, Directors, Troy Alsobrook, Kristina Gor & Liz Olds, Board Advisor-Leslie Jayne, and DADOA's Director Representative to NADOA-Sandi Rupprecht.

For more information regarding DADOA, please visit our website at www.dadoa.org.

**HOUSTON ASSOCIATION OF DIVISION ORDER ANALYSTS
(HADOA)**

Association based in the Houston, TX Area



Happy 50th Birthday NADOA!! What a wonderful accomplishment to have reached and we wish you at least another 50 more! HADOA will be celebrating their own 40th Birthday as well and we are looking forward to celebrating it with our current and future members. The past 40 years have seen many changes in our industry including many of us still working a hybrid schedule while others are back in the office full time.

This year we will continue to have our luncheons at The Houston Petroleum Club, with which we have a wonderful partnership, and will continue our further education and plan on bringing in speakers to keep us up to date with the current statutes and the ever-changing industry. As our careers grow and change, be sure to check out our job board for all the current opportunities in the industry.



For additional information regarding HADOA please view our website: www.HADOA.org.

**MID-AMERICA ASSOCIATION OF DIVISION ORDER ANALYSTS
(MAADOA)**

Association based in the Wichita, KS Area (Inactive)



**PERMIAN BASIN ASSOCIATION OF DIVISION ORDER ANALYSTS
(PBADOA)**

Association based in the Midland, TX Area



PBADOA and PALTA hosted their joint annual educational Seminar on April 12 at the Bush Convention Center in downtown Midland, TX. We had an excellent turnout this year and each of our speakers were outstanding. The speaker lineup included the following: Sarah Stogner, Attorney with Stogner Legal; Demetri Economou, Director for Kane Russell Coleman Logan PC; Shawn Morgan and Monté Williams, Attorneys with Steptoe Johnson PLLC; Ben Holliday, Attorney with Holliday Energy Law Group; Lindsey N. Owens, Attorney with Lynch, Chappell and Alsup; Luke Dunn, VP of Engineering and Operations for CrownQuest Operating; and Ben Hubbert, Chief of Staff with Vital Energy. PBADOA is extremely grateful to each of these presenters, to all our sponsors, and to everyone who attended the annual seminar this year.

On May 17, PBADOA and PALTA will jointly host one more monthly luncheon at the Bush Convention Center before breaking for the summer. The speaker and topic for the May luncheon will be announced soon.

The PBADOA Board has experienced a few changes since the beginning of the year which include the following:

Bennie Ross, Senior Division Order Analyst with Endeavor Energy Resources, has accepted the position of 2023 PBADOA Board President. She was born in Snyder, TX, was raised in Midland, TX, and has been in the Oil and Gas Industry for over thirty years. Prior to Endeavor Energy Resources, Bennie was employed as Division Order Analyst\ Land Technician\Owner Relations at Unitex Oil & Gas, LLC. She originally began her career as a receptionist in 1987 with L&B and, in 1989, was hired to work at Wagner & Brown, LTD in their Land Department as a contract worker. In 1990, she was hired on full-time as the Assistant to the Controller, Financial Reporting Manager, and Tax Manager. Bennie has been married for 28 years to David L. Ross. They have two sons, Greg and William, a daughter-in-law, Amanda, and four grandsons. In June 2023, they will welcome a new daughter-in-law, Glenda, and they have two fur babies, Toots and Remy. Bennie is currently taking classes through the Midland College Professional Petroleum Development Center, Petroleum Land Management Certificate Program and Division Order Certificate Program.

Samantha Rodelo, Division Order Tech with Endeavor Energy Resources, has accepted the position of PBADOA Board Vice President. Until recently, Samantha served as 2023 PBADOA Board IT Director.

The PBADOA Board is currently looking for volunteers to serve as PBADOA Board IT Director and PBADOA Board Publicity Director. Any PBADOA member in good standing is welcome to volunteer and we'd love to see some new faces on the Board! If you are interested, please contact Bennie Ross (BRoss@eeronline.com) or any of the other current PBADOA Board directors.

For more information regarding PBADOA, please visit our website at www.pbadoa.org.

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SOONER ASSOCIATION OF DIVISION ORDER ANALYSTS (SADOA)

Association based in the Tulsa, OK Area



SADOA hosted the first luncheon of 2023 on February 8 at the Tulsa Country Club. Philip Feist, shareholder with GableGotwals, was the keynote speaker. Philip is a frequent presenter for both the Oklahoma Bar Association and Tulsa County Bar Association. His topic was "Estate Planning for Mineral Interests, Avoiding the Tar Pits." We had 39 guests in attendance.

Our second luncheon took place on April 12, also at Tulsa Country Club. Jimmy Wright, CPL, CMM with NARO, was the keynote speaker. Jimmy is NARO's Interim Executive Director, and current AAPL Landman of the Year. His speech was "Hot Topics for Royalty Owners, The Importance of Communication between Owners and Operators." This luncheon also had 39 guests in attendance.

Our next luncheon will be held on June 14, 2023.

For more information regarding SADOA, please visit our website at www.oksadoa.org.

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President's Spotlight: Paul Guillory

By: Armando Lopez



This year, NADOA is celebrating 50 years in the making. To make it special, we wanted to celebrate by shining a spotlight on just some of the people who have made NADOA what it is today. With that being said, we cannot cover all 50 Past Presidents of NADOA, but we can spotlight a few. I must admit straight up that when I was given this task, I had no idea where to start. Who do I reach out to first? Who is still alive? What am I going to write about? So many questions ran through my mind that I just threw my hands up in the air and said, it does not matter, what matters is spotlighting these Presidents for their achievements and the imprints they have made on NADOA.

The first NADOA Past President that I will be spotlighting was our 1992 President, Paul Guillory. Paul has been a NADOA member since 1982 and is still currently an active member. Paul started his career soon after graduating from Rice University and started his Division Order work in 1976 with Shell Oil Company in Houston, Texas. He continued to work Division Orders for 18 years when he finally decided to take a break from the industry, something I am sure we all would like to do from time to time. The break was short lived and after 3 years, Paul returned as a Land Administration consult working on the Software side of the business until 2008. Since 2008, Paul has continued working both Division Orders and Lease Records. Paul has been in the Oil & Gas industry for 40+ years.

As President, Paul wanted to continue to support the impact that NADOA had on its members and continue to build on the successes of his predecessors. During his Presidency, one of the major things going on in the industry was mergers and acquisitions, something that Paul was not immune to himself. In 1992, Paul was transferred from ARCO Oil & Gas Corp. in Dallas, Texas to ARCO in Houston, Texas. Because of the changes affecting his life, one of the things Paul was able to do was to visit local chapters and deliver a speech called, "Change is Inevitable, Person Growth Optional," a fitting title from a quote by John C. Maxwell, author of the book, *The 21 Irrefutable Laws of Leadership*. He wanted the members to know that we couldn't fear the change, but to face the change in an empowering way that allowed people to grow both in their professional and personal lives. As I write this article, this rang true to my own personal story when I decided to take a job in California. I debated internally for about a week, but I decided not to fear the change, it ended up being a decision that I never regretted. In addition to his speeches, in 1992 Paul wrote an article titled, "Change is Inevitable". If you are interested in the article, Paul has provided me a copy so please feel free to reach out (alopez@surgeenergya.com).

Paul Guillory held the 1992 Institute at the Fairmont Hotel in Dallas, Texas. He believes over 400 people attended the Institute, which was one of the reasons for choosing the location. Paul believed it was a great location that could attract people from the local chapters. In case you are wondering how the Institutes of the present compare to the Institutes of the past, well, Paul says that the Institutes have always been well-organized, the quality of the educational programs have always been very good, and he believes the standard holds true today. He should know, since he has attended over 10 Institutes as part of a Division Order Department, and as a vendor for the Software companies he worked for at the time.

In my short time as a NADOA member, I have been to a few NADOA Institutes, and have come to know many great people and professional colleagues, some of these people have become my good friends upon whom I can rely.



The Ellis Rudy Memorial Scholarship will be available this year for individuals looking for assistance to attend the 2023 Annual Institute in Louisville, KY at the Omni Louisville. This scholarship does not cover the full cost of Institute. It will cover either registration or hotel costs for conference dates. Please submit your application form (see below) by June 30, 2023 to Vicki Danielson (vdanielson@att.net) or contact Vicki for further information.

ELLIS RUDY MEMORIAL SCHOLARSHIP

What is the nature of your financial need?

- *Unemployment*
- *No Company Support*
- *Other*

How many years have you worked in Division Orders?

- 1-4
- 5-9
- 10-14
- 15+

What do you most want to get from Institute?

- *Education*
- *Networking*
- *Leadership training through volunteering*
- *Other*

Write a short paragraph on why you would be a good candidate for the scholarship:

[illegible]

Name _____

Email

Phone _____

Date _____



50 YEARS IN THE WINNER'S CIRCLE

NADOA 2023 Institute

September 6 – 8, 2023

Omni Louisville

400 2nd Street

Louisville, KY 40202

Registration: Member \$725.00 Early bird (through June 30, 2023)

Member \$825.00 (July 1, 2023 forward)

Non-Member \$925.00

Guests: \$225.00 (Wednesday Welcome Reception and Thursday Evening events only)

Go to www.nadoa.org or click here [INSTITUTE REGISTRATION](#)

Hotel: \$189.00/night plus taxes

Make reservations by going to: [Hotel Reservations](#) or by

clicking the link found on NADOA's website at <http://www.nadoa.org>

or by scanning the QR Code:



All hotel accommodations are the responsibility of the registrant.

Hotel reservation deadline: August 11, 2023. Hotel cancellations must be made within 72 hours of check-in or will be subject to a cancellation fee of 1 night plus taxes.

Event Parking: All parking at the hotel is conducted by the Valet. Current valet overnight parking rate is \$37.00 plus tax per vehicle per night.

Certification Credits: CDOA 16 + 4 for each ½ day session attended on Wednesday
CPLTA, CPL, RPL, CMM - TBD



Spa Giveaways

MOKARA SPA & SALON

Get your **EARLY BIRD** registration in by
June 30th and you'll automatically be
entered for a chance to WIN 1 of 2
FABULOUS spa giveaways at the luxurious
MOKARA SPA & SALON

REGISTER AT:

[HTTPS://NADOA.WILDAPRICOT.ORG/EVENT-5235956](https://NADOA.WILDAPRICOT.ORG/EVENT-5235956)



OMNI HOTEL & SPA

LOUISVILLE, KY

REGISTRATION

We are looking for volunteers to assist with Registration for our upcoming NADOA 50th Annual Institute to be held September 6 – 8, 2023. The Institute will be held at the lovely Omni Hotel in Louisville, Kentucky.

We will need volunteers for Wednesday, September 6, 2023, and possibly early morning on Thursday, September 7, 2023.

We will need volunteers for the following times:

7:00 AM to 11:00 AM (Wednesday)

11:00 AM to 2:00 PM (Wednesday)

7:00 AM to 9:00 AM (Thursday)

If you plan to attend and wish to volunteer to work with Registration, which is a GREAT way to meet new people, please contact Debbie McKee at 405-570-9702 or dmmckee52@gmail.com; or Valerie Wible at 405-748-9454 or Valerie.wible@mustangfuel.com.

Debbie McKee, Co-Chair

Valerie Wible, CDOA, Co-Chair

Shemika Williams, Co-Chair

Amanda Lynch, CDOA, Co-Chair

MARKET YOUR COMPANY AT INSTITUTE!

Donate a Door Prize
Donors will be featured at Institute &
in the NADOA Newsmagazine

Michelle Davila
michelle_davila@pogresources.com

Quint Withers
Quint@mcgowanwp.com



GOODY BAGS!!

Please join NADOA in celebrating "50 YEARS IN THE WINNER'S CIRCLE" and a great opportunity to promote your company by donating items for our Goody bags. This year we are asking for 350 of each promotional item. Items should be sent directly to the hotel at the below address, to arrive no earlier than Friday, September 1 and no later than Tuesday, September 5 to be included in the bags.

NORMA DOOLEY - NAT'L ASSOC OF DIVISION ORDER ANALYSTS
Omni Louisville Hotel
400 2nd Street
Louisville, KY 40202
(Phone# 871-335-2222)

Please ensure the shipping label includes 1.) The address information referenced above, 2.) Your company name and 3). Number of boxes being shipped (e.g.: 1 of 4 etc.). Also, for total box accountability, please send a copy of your shipping label with tracking number(s) to the email addresses referenced below.

The Goody Bag Donation Form is available on the NADOA website to fill out and return to the undersigned at your earliest convenience. Thank you for your kind consideration and continued support of NADOA! You are the reason for our continued success in the industry.

NADOA 2023 Goody Bag Co-Chairs
Lisa Buffalo - buffaloegal@yahoo.com
Cheryl Hampton - champton@limerockresources.com

**We need jockeys aka
volunteers for the
following areas!!**



Information Desk:
Tuesday: Afternoon
Wednesday: All day
Thursday: Morning

Registration:
Wednesday: All day
Thursday: Morning

Greeters:
Tuesday: Afternoon
Wednesday: All day

Dining Hall:
Thursday: Morning
Friday: Morning

Traffic Control:
(directing to buses)
Thursday: Evening

**To be a jockey (volunteer) at NADOA's 50th
Institute, please contact:**

Sonya Turner at sturner@farmersnational.com or
Connie Wilcoxson at connie.wilcoxson@pakenenergy.com

2023 NADOA Institute Speakers

With 2023 being the 50th Anniversary for the NADOA Institute, this year's program committee took the approach of "Go Big or Go Home". We are very excited to present (we may be biased) what we feel is going to be the strongest, most diverse lineup of speakers in the history of Institute. Speakers include favorites from years past, along with exciting new speakers. The program committee put a strong emphasis on making the educational topics diverse, so that a seasoned Division Order Analyst can benefit

equally as much as a shiny new Division Order Analyst. This lineup should also appeal to any of our Lease Records Analysts and Landmen friends who might want to join in for the fun. Finally, we are also very excited to announce a special Wednesday Excel Training (you asked for it), so be sure to grab one of the limited spots for these computer lab style courses when registering for Institute and remember to bring your laptop with you. See everyone in September!!

Wednesday – September 6

Jason Wilkins, Diversified Energy - **Basic Excel Skills (AM) & Advanced Excel Skills (PM)**
Will King/Quin Moore/Karen Anderson, KPMG - **Escheat ½ day session Wednesday morning**
Judy Moreland, CDOA/Eli Murray, CDOA - **CDOA Review Part 1 (AM) & Part 2 (PM)**

Thursday & Friday – September 7 & 8

Justin Werner, Reed Smith LLP - **Unitization and Allocation Wells**
Stan Williams, Fellers Snider - **Senate Bill 168**
Shawn Morgan/Monté Williams, Steptoe & Johnson - **IT & Cyber Security**
Will King/Quin Moore/Karen Anderson, KPMG - **Escheat**
William Keffer, Texas Tech School of Law - **Oilfield Pollution Litigation**
Benjamin Holliday, Holliday Energy Law Group - **Texas Pooling**
Andy Graham, Steptoe & Johnson, PLLC - **Wind Leases**
Jimmy Dupuis, Dupuis Law Firm - **Comparison of Texas and New Mexico Royalty Payment Statutes**
Bresee Carlson, Kuiper Law Firm - **Rights, Obligations, and Implications of a Spouse (TX CO WY NM)**
Carole Tear, Chesapeake Energy Corporation - **COPAS - Payouts and Prior Period Adjustments**
Demetri Economou, Kane Russell Coleman Logan - **Fixed V Floating Royalties and NPRI**
Jason Wilkins, Diversified Energy - **Integrating Land Data with Acquisitions/Divestitures**
Jason Lucas, Steptoe & Johnson, PLLC - **History of Oil and Gas Pt. 1 & Pt. 2**
Tim Dowd, Elias, Books, Brown & Nelson - **Agency, Who Has Authority to Convey/Sign**
Melissa Martin, The Title Law Group - **Apportionment/Entireties**
Jennifer Horcham, Davis Graham & Stubbs - **Unbundling: Steps and Strategies with Deductions**
Christian Sizemore, Ovintiv - **Bakken & Current North Dakota Issues**
Eli Murray, CDOA, Dorchester Minerals - **Carried Working Interest Calculations**
Eli Murray, CDOA, Dorchester Minerals - **ORRI Calculations**

Panel Topics

Landman Panel

Jim Dewbre, Stephens Natural Resources
(Panel Moderator)
Nikia O'Neal, Mitsui E&P USA
Jacob Hancock, Countrymark Energy Resources LLC
Mark Eppes, Crownpoint Resources, Inc.
Christian Sizemore, Ovintiv

All Things Marcellus

Jason Lucas, Steptoe & Johnson
Andy Graham, Steptoe & Johnson

Keynotes

Steve Smith, Legacy Royalties
Past Presidents of NADOA

Hospitality

Many of us have heard of the Kentucky Derby, but few have had an opportunity to see where it is held and to experience the fabulous Kentucky Derby Museum that sits right next to Churchill Downs. We are excited to share that our Thursday night party will be held at the Museum. There will be dinner, dancing, a derby hat contest and more, plus access to the many exhibits at the museum, including an unforgettable panoramic racing video that will make you feel as though you are at the races! More details about this event and the Wednesday night Welcome Reception to follow!

Mary Sons, Nancy Cemino, Joe Carpin
Hospitality Co-Chairs



NADOA GOLF TOURNAMENT **Come celebrate the 50 years of NADOA** **at the** **GLEN OAKS COUNTRY CLUB**

September 6, 2023
1-5 PM

All levels of play accepted
Green fees/cart and club rental TBD
Transportation for golf donated by
Pegasus Resources



Transportation

Kelly Sandoval, CDOA

Many of the major airlines fly to Louisville. We recommend booking your flight sooner rather than later to make sure you get the best price. You can also get a cheaper fare by taking a flight with a layover/connection. Both Uber and Lyft offer transportation from the airport to the hotel. There are also several taxi companies to choose from.

Once in Louisville, if you want to check out the sights, we recommend you check out Trolley de 'Ville for a way to get around downtown Louisville with hop on/hop off sightseeing. More information can be found at <https://trolleydeville.com>.

INFORMATION

Don't miss out on NADOA's 50th Annual Institute "50 Years in the Winner's Circle", to be held at the Omni Hotel in magnificent Louisville, KY September 6 through September 8, 2023. Mark your calendars to come early and stay late in this vibrant and cultural city.

Experience the charm of Louisville. The best food might be found in a Bar — or even a Barn. While Louisville has its share of white-tablecloth places with old fashioned service and menu offerings to match, the energy in its increasingly eclectic culinary scene has begun to shift into unexpected places.

Art is Everywhere even without ever setting foot in a traditional museum or gallery space.

There are opportunities to RELIVE LEGENDS in Louisville. Experience the story of Secretariat at the new Kentucky Derby Museum. Delivering Authentic Experiences in Louisville: <https://www.gotolouisville.com/meeting-planners/destination-services/>

You will enjoy the "Show Us your Badge Program" while you're in Louisville.

Conference attendees receive discounts and special offers throughout the city just by showing their convention or event name badge.

Learn about special services like city concierge offered by Louisville Tourism. [On-Site Services](#)—

There are so many fun things to see and do while you're in Louisville. Enjoy your access to the Visitors Guide that will help you discover this unforgettable city.

Louisville Visitor Guide: [GoToLouisville.com](https://gotolouisville.com) Official Travel Source gotolouisville.com

We are working with "Louisville Tourism" to gather Brochures, Inside Track Passes, Walking Maps and Discounts during NADOA's stay at Institute. Please join us in September for this Special Institute Promoting 50 years of Educational Excellence (50 Years in the Winner's Circle) and join in on all the fun Louisville has to offer

Brenda Pirozzolo, CDOA Information Co-Chair
Betty Davidson, CDOA Information Co-Chair



Winners Circle

Seattle Slew

\$2000 - \$3499



ERGON 

Genuine Risk

\$1000 - \$1999



**OLIVA
GIBBS** LLP

Rich Strike

\$500 - \$999



[Download Form Online](#)



Hotel

Don't miss out on celebrating NADOA's 50th Anniversary in beautiful Louisville, KY. The Omni is just minutes from Churchill Downs, home of the Kentucky Derby.

Reflecting the past, present and future of our vibrant Kentucky town, Omni Louisville Hotel is the new cornerstone of downtown. Their location in downtown Louisville allows you to easily make your way to Main Street and indulge in Louisville's bourbon culture at many popular distilleries.

Blending their historic surroundings with modern comforts, Omni Louisville Hotel reflects the essence of the city and invites you into an unforgettable stay.

We can't wait to see you September 6 – 8, 2023

On Site Amenities

Fitness Center
Mokara Spa & Salon
The Water Company Pool and Bar
In-room Fitness Kits

Dining

Neighborhood Services
Bob's Steak & Chop House
Pin + Proof
Falls City Market
The Water Company
Library Bar

612 Guest rooms
\$189/Night
Check In – 3 PM Check Out – 11 AM

Vendor Fair

NADOA would like to welcome all vendors to this year's
50th Anniversary Vendor's Fair!

We hope you will join us this year in Louisville, KY!

Here's a link to this year's vendor registration form:

[Registration Form](#)

Please complete the form and email it to Chris Tucker & Lewis Box so we can get you registered for the conference. If you have any questions, please contact Lewis Box or Jennifer Kegans below.

Register now to confirm your space!!

lewis.box@gmail.com Cell: 325-234-5741
jlkegans74@gmail.com

Institute Committee

Committee	Committee Members	Email
Institute Coordinator	Liz Fajen	lfajen@me.com
Institute Coordinator	Michelle Harris Fairclough, CDOA	michelle.n.fairclough@gmail.com
Institute Coordinator	Yoli Bazan, CDOA	yoli.bazan@coterra.com
Hotel	Luanne Johnson, CDOA	luanne.johnson@ovintiv.com
Hotel	Debbie Evans, RPL, CPLTA	debbie.evans@conocophillips.com
Registration	Debbie McKee	dmckee52@gmail.com
Registration	Valerie Wible, CDOA	valerie.wible@mustangfuel.com
Registration	Amanda Lynch, CDOA	alynch2525@yahoo.com
Registration	Shemika Williams	snwilliams@diamondbackenergy.com
	Megan McKee, CDOA	
Program	Sandi Rupperecht	sandi.rupperecht@steptoe-johnson.com
Program	Jennifer Beyer, CDOA	jbeyer@ringenergy.com
Program	Tanya Almon, CDOA	tanya.almon@countrymark.com
Program	Chase Howell	chase.howell@chk.com
Speaker Packets/Volunteers	Sonya Turner, CDOA	sturner@farmersnational.com
Speaker Packets/Volunteers	Connie Wilcoxson, CDOA	connie.wilcoxson@pakenergy.com
Hospitality	Mary Sons	mary@sonsok.com
Hospitality	Nancy Cemino	ncemino@hotmail.com
Hospitality	Joe Carpini	joe.carpini@steptoe-johnson.com
Publications, Signage & Temp Control	Terri McDearman	terrimcdearman@outlook.com
Publications, Signage & Temp Control	Kim Stout	kimberly.stout@pdce.com
Packets - Goody Bags	Lisa Buffaloe, CDOA	buffaloegal@yahoo.com
Packets - Goody Bags	Cheryl Hampton	champton@limerockresources.com
Publicity	Stacy Smith Rogers	srogers@diamondbackenergy.com
Publicity	Armando Lopez	alopez@surgeenergy.com
Exhibitors	Lewis Box, CDOA	lewis.box@gmail.com
Exhibitors	Jennifer Kegans	jennifer.kegans@steptoe-johnson.com
Corporate Donations	Vicki Danielson, CDOA	vdanielson@att.net
Corporate Donations	Melissa Fontana, CDOA	melissa@iberiamansys.com
Transportation	Kelly Sandoval, CDOA	kelly.sandoval@sitio.com
Transportation	Tara Nash	tara.nash@sitio.com
Transportation	Megan White	megan.white@sitio.com
Information	Betty Davidson, CDOA	bdavidson@cima-energy.com
Information	Brenda Pirozzolo, CDOA	bpirozzolo21@gmail.com
News Magazine	Rona Erickson, CDOA	ronae@kfoc.net
Door Prizes	Quint Withers, CDOA	quint@mcgowanwp.com
Door Prizes	Michelle Davila	michelle_davila@pogresources.com
Golf Event	Vicki Danielson, CDOA	vdanielson@att.net
Golf Event	Josh Lowery	josh@legacyroyalties.com
Golf Event	Allix Prather	aprather@pegasusresources.com
Photography	Noemi Peralta	ntayl2008@gmail.com
Photography	Stan Van Nort	stan.okc@att.net
Photography	Kimberly Bowman	kbowman@finleyresources.com
General Volunteer		
Heather Liles		

AT SOME POINT
YOU HAVE TO HAVE
THE GUTS TO
MOVE PAST A
GOOD IDEA ONTO
SOMETHING GREAT.



LandView™
peloton

An overhaul for Land Software was desperately needed. So we did it. We designed our new land data management system from the ground up and ended in the Cloud.

Because our design is based on real user experiences, LandView™ captures and visualizes your land information like no other before.



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2023 NADOA Board

POSITION	NAME	EMAIL ADDRESS
President	Norma Dooley	ndooley@wagneroil.com
1st VP/Finance	Vicki Danielson, CDOA	vdanielson@iberiamansys.com
2nd VP/Site Selection	Kim Bowman	kbowman@finleyresources.com
Treasurer	Valerie Wible, CDOA	valerie.wible@mustangfuel.com
Recording Secretary	Sonya Turner, CDOA	Sturner@farmersnational.com
Corresponding Secretary	Kelly Sandoval, CDOA	kelly.sandoval@sitio.com
Certification Liaison	Lewis Box, CDOA	lewis.box@gmail.com
Board Advisor	Michele Lawton	michele_lawton@swm.com
Director - CAPDOA	Michelle Harris-Fairclough, CDOA	Michelle.N.Fairclough@gmail.com
Director - DADOA	Sandi Rupprecht	Sandi.Rupprecht@Steptoe-Johnson.com
Director - DALWORTH	Megan McKee, CDOA	mmckee@rangeresources.com
Director - HADOA	Armando Lopez	alopez@surgeenergy.com
Director - PBADOA	Heather Liles	Heather.Liles@pxd.com
Director - SADOA	Crystal Chapin	cchapin@sagenr.com
Administrator	Chris Tucker	administrator@nadoa.org

2023 NADOA Committee Chairs

COMMITTEE	CHAIRPERSON	CHAIR
Advertising	Cheryl Hampton	champton@limerockresources.com
Certification Liaison	Lewis Box, CDOA	lewis.box@gmail.com
Ethics	Betty Davidson, CDOA	bdavidson@cima-energy.com
Forms & Mergers/Acq Updates	Chris Tucker	administrator@nadoa.org
Historian	Jennifer Beyer, CDOA	jbeyer@ringenergy.com
Institute Co-Chair	Elizabeth Fajen	lfajen@me.com
Institute Co-Chair	Michelle Harris Fairclough, CDOA	Michelle.N.Fairclough@gmail.com
Institute Co-Chair	Yoli Bazan, CDOA	yoli.bazan@coterra.com
Interaction - Industry & Owners	Kim Bowman	kbowman@finleyresources.com
	Norma Dooley	ndooley@wagneroil.com
	Lola Strickland	lola.strickland@chk.com
Local Association Liaison	Connie Wilcoxson, CDOA	connie.wilcoxson@pakenergy.com
Long Range Planning/Education	Jennifer Kegans	jlkegans74@gmail.com
	Vicki Danielson, CDOA	vdanielson@iberiamansys.com
	Michele Lawton	michele_lawton@swm.com
	Kelly Sandoval, CDOA	kelly.sandoval@sitio.com
Membership	Jean Hinton	Jean_Hinton@oxy.com
Member Recognition	Rona Erickson, CDOA	ronae@kfoc.net
Newsmagazine	Kim Bowman	kbowman@finleyresources.com
Site Selection	Yoli Bazan, CDOA	yoli.bazan@coterra.com
Webinar	Stephanie Nguyen, CDOA	stephanie.8.nguyen@gmail.com
Technology	Chris Tucker	administrator@nadoa.org
Administrator	Chris Tucker	administrator@nadoa.org
Business Director til 2026	Vicki Danielson, CDOA	vdanielson@iberiamansys.com
Marketing	Armando Lopez	alopez@surgeenergy.com

Calendar of Events

www.nadoa.org

Send notice of events to be included on the Calendar of Events to Rona Erickson, CDOA, NADOA News Magazine editor, ronae@kfoc.net, or Susan Bradley, CDOA, associate editor, sbradley@faulenergy.com. Information may also be submitted to 2023 Education Chairs Norma Dooley, ndooley@wagneroil.com or Kimberly Bowman, kbowman@finleyresources.com.

DATE	LOCATION	EVENT	SPONSOR	REGISTER/CONTACT
MAY 17	OKLAHOMA CITY, OK	2023 NARO OKLAHOMA CONVENTION	NARO	HTTPS://WWW.NARO-US.ORG
MAY 24	WEBINAR	LITIGATING OIL AND GAS CASES IN TEXAS AND NEW MEXICO	STEPTOE & JOHNSON PLLC	WWW.STEPTOE-JOHNSON.COM
MAY 25	WEBINAR	COMMUNITY PROPERTY - VARIOUS STATES	NADOA	WWW.NADOA.ORG
JUNE 14	BISMARCK, ND	NARO NORTH DAKOTA CONVENTION	NARO	HTTPS://WWW.NARO-US.ORG
JUNE 14-16	HUNTINGTON BEACH, CA	2023 AAPL ANNUAL MEETING	AAPL	WWW.LANDMAN.ORG
JUNE 20	OKLAHOMA CITY, OK	ANNUAL SEMINAR	CAPDOA	WWW.CAPDOA.ORG
JUNE 22	DENVER, CO	NARO COLORADO CONVENTION	NARO	HTTPS://WWW.NARO-US.ORG
JUNE 22	WEBINAR	LEASING & OPERATING LANDS AFFECTED BY THE TEXAS RELINQUISHMENT ACT	NADOA	WWW.NADOA.ORG
JUNE 22	DENVER, CO	2023 ROCKY MOUNTAIN NARO CONVENTION	NARO	HTTPS://WWW.NARO-US.ORG
JUNE 28	WEBINAR	DEALS AND CONTRACTS IN THE MID-CONTINENT	STEPTOE & JOHNSON PLLC	WWW.STEPTOE-JOHNSON.COM
JULY 13	TULSA, OK	TALTA JULY LUNCHEON	TALTA	WWW.NALTA.ORG
JULY 20	WEBINAR	UNCLAIMED PROPERTIES STATE AUDITS	NADOA	WWW.NADOA.ORG
JULY 26	SAN ANTONIO, TX	2023 TEXAS & NM NARO CONVENTION	NARO	HTTPS://WWW.NARO-US.ORG
JULY 26	WEBINAR	LEGAL CONSIDERATIONS FOR MID-CONTINENT RENEWABLE ENERGY PROJECTS	STEPTOE & JOHNSON PLLC	WWW.STEPTOE-JOHNSON.COM
AUGUST 16	MIDLAND, TX	PALTA AUGUST LUNCHEON	PALTA	WWW.NALTA.ORG
AUGUST 17	WEBINAR	WEST VIRGINIA TITLE ISSUES	NADOA	WWW.NADOA.ORG
AUGUST 23	WEBINAR	MANAGING & RESPONDING TO EMERGENCIES IN THE OIL & GAS INDUSTRY	STEPTOE & JOHNSON PLLC	WWW.STEPTOE-JOHNSON.COM
AUGUST 23-24	HOUSTON, TX	TEXAS ENERGY FORUM 2023	U.S. ENERGY STREAM	WWW.ENERGYSTREAMCMG.COM
SEPT 6-8	PITTSBURGH, PA	2023 NALTA GENERAL CONFERENCE	NALTA	WWW.NALTA.ORG
SEPT 20	MIDLAND, TX	PALTA SEPTEMBER LUNCHEON	NALTA	WWW.NALTA.ORG
SEPT 19-21	CAMBRIDGE, OH	NARO OHIO AND APPALACHIA CONVENTION	NARO	WWW.NARO-US.ORG
SEPT 19-21	JACKSON HOLE, WY	ENERGY EXPOSITION & RESOURCES SYMPOSIUM	ENERGY SYMPOSIUM	WWW.ENERGYEXPOSITION.COM
SEPT 21	TULSA, OK	TALTA FALL SEMINAR	TALTA	WWW.TALTAOK.WILDAPRICOT.ORG

Events Continued

Calendar of

Events Continued

DATE	LOCATION	EVENT	SPONSOR	REGISTER/CONTACT
SEPT 27	WEBINAR	THE OTHER SIDE OF THE FENCE: CONSIDERATIONS WHEN RESOLVING & LITIGATING SURFACE DISPUTES & MANAGING LANDOWNER RELATIONS	STEPTOE & JOHNSON PLLC	WWW.STEPTOE-JOHNSON.COM
OCTOBER 16	NEW ORLEANS, LA	NARO NATIONAL CONVENTION	NARO	WWW.NARO-US.ORG
OCTOBER 18	TULSA, OK	FALL SEMINAR	SADOA	WWW.OKSADOA.ORG
OCTOBER 26	WEBINAR	CALCULATIONS FROM THE TITLE OPINION TO YOUR COMPUTER	NADOA	WWW.NADOA.ORG

NADOA INSTITUTE

SEPTEMBER 6-8

OMNI HOTEL

LOUISVILLE, KY

BOARD MEETINGS

JUNE 9-10
SEPTEMBER 5
TRANSITION

OMNI HOTEL
OMNI HOTEL
TBD

LOUISVILLE, KY
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