

The Rocky Mountain

L • A • N • D • M • A • N

Volume 42 Issue 5

www.dapldenver.org

December 2024

DAPL DELTA DADDOA ANNUAL AWARDS

Holiday Social

Thursday, December 12th

2:00 pm - 4:00 pm

The University Club

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The Denver Association of Professional Landmen

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

The Rocky Mountain Landman is a publication of the Denver Association of Professional Landmen.

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Education **Bresee Carlson
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Legal **Estee Sanchez**

Contributions from our readers are welcome. All suggestions and manuscripts should be emailed to the editor at the DAPL office. We reserve the right to edit all material according to standard practices.

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

Officer's Forum - Treasurer

Dear Members,

With 2025 quickly approaching, I'm excited for all the amazing events we have planned to bring our members together, foster connections, and enhance our professional growth.

Mark your calendars for our signature events coming up in 2025: Ski Day, Annual Golf Tournament, and Trap Shoot. These outings are more than just fun—they're opportunities to build camaraderie, strengthen relationships, and enjoy a well-deserved break from our busy schedules.

Don't miss our breakfast education series, luncheons and happy hours, in the year ahead! Those looking to sharpen their skills and stay ahead in our industry, our Denver Land Institute will offer valuable insights and learning opportunities.

Participation of our members makes all of this possible. Let's make this year one of the most dynamic and engaging yet! Whether you're a long-time member or new to our organization, we can't wait to see you at these events and to make meaningful connections together.

Here's to a successful year ahead!

Warm regards,

Jason Rayburn

DAPL Treasurer

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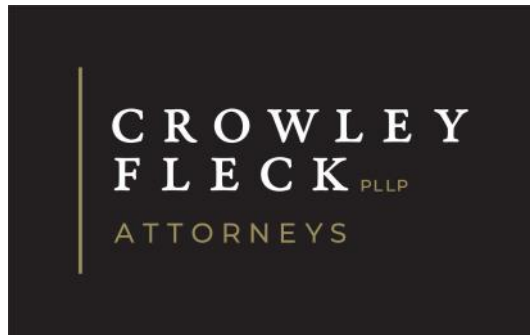
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Questions? Contact DAPL Treasurer Jason Rayburn @ Jason@Kaloma.com or Tabatha Reed at 303-446-2253 or dapl@dapldenver.org

On behalf of the Denver Association of Professional Landmen, thank you for your generosity and sponsorship!

From a Legal Perspective

When 1/8 Isn't 1/8; Double Fraction Cases Applying *Van Dyke's* Rebuttable Presumption

On February 17, 2023, the Texas Supreme Court delivered *Van Dyke v. Navigator Group*, 668 S.W.3d 353 (Tex. 2023) and established the “*Van Dyke* presumption.” *Van Dyke* concerned a 1924 deed that reserved “one-half of one-eighth of all minerals and mineral rights.” Building on and reaffirming its holding in *Hysaw v. Dawkins*, 483 S.W.3d 1 (Tex. 2016), the Texas Supreme Court in *Van Dyke* wrote that “1/8” was a term of art during a certain era that referred to the total mineral interest based on: 1) the estate-misconception theory, which was a prevalent but mistaken belief that in entering into an oil and gas lease, a lessor retained only a 1/8 interest in the minerals rather than the *entire* mineral estate in fee simple determinable with possibility of reverter of the entire estate; and 2) the “legacy of the 1/8 royalty,” also called “historical standardization,” which resulted in the mistaken assumption that landowner royalty would always be 1/8. *Van Dyke*, 668 S.W.3d at 363. Accordingly, the court held that the use of 1/8 in a double fraction within antiquated instruments gives rise to a rebuttable presumption that 1/8 refers to the entire mineral estate. This presumption, however, is “readily and genuinely rebuttable” by the remaining text of the same instrument. *Id.* at 364. Nothing in the 1924 deed at issue in *Van Dyke* rebutted the presumption, and the court therefore concluded, “as a matter of law that this deed did not use 1/8 in its arithmetical sense but instead reserved to [grantors] a 1/2 interest in the mineral estate.” *Id.* at 366.

In the royalty context, this double fraction issue is described in terms of *fixed* interest (constant amount calculated by multiplying the double fraction; treated as a fraction of gross production; *Van Dyke* presumption does not apply) versus *floating* interest (varying amount based on the royalty rate of the current lease; treated as a fraction of the royalty interest; *Van Dyke* presumption applies).

A handful of Texas cases, summarized below, were decided after *Van Dyke* and addressed the use of 1/8 in a double fraction in older instruments. In each case, the respective court determined that *Van Dyke's* rebuttable presumption applied and concluded that nothing in the text of the subject instruments rebutted the presumption. Further, while qualifying instruments are described vaguely with terms like “antiquated,” of a “certain era,” or of a “certain vintage” but not defined by a strict timeline, the cases cited in this article concern instruments from the mid-1920s through the mid-1950s. In addition, the *Permico Royalties* court indicated that instruments from the 1920s until the 1960s are appropriate candidates.

Royalty Asset Holdings II, LP v. Bayswater Fund III-A LLC, 08-22-00108-CV (Tex. App.–El Paso Mar. 15, 2023)

- Year of instrument: 1945
- Language: Reservation of an “undivided 1/4th of the land owner's usual 1/8th royalty interest (being a full 1/32nd royalty interest) payable or accruing under the terms of any existing or future oil, gas or mineral lease”
- Holding: Grantor reserved a 1/4 floating royalty interest.
- Supporting factors: Use of “the land owner's usual 1/8th royalty interest” and reference to future leases are hallmarks of a floating royalty; placement of “1/32” within parentheses is non-essential explanation of the double-fraction clause.

Permico Royalties, LLC v. Barron Props., 08-22-00168-CV (Tex. App.–El Paso Jul. 10, 2023)

- Year of instrument: 1937
- Language: Reservation of “a one-sixteenth (1/16) free royalty interest, (being 1/2 of the usual 1/8th free royalty) in and to all of the oil and gas . . . and the Grantors . . . shall be entitled to receive 1/16th of the oil and/or gas produced, saved and sold from said land, being 1/2 of the usual 1/8th royalty therein.”
- Holding: Grantor reserved a 1/2 floating royalty interest.
- Supporting factors: Repeated use of “usual 1/8 royalty” within the double fraction.

From a Legal Perspective cont'd.

Johnson v. Clifton, 08-22-00132-CV (Tex. App.–El Paso Jul. 10, 2023)

- Year of instrument: 1951
- Language: Conveyance of “an undivided one-one hundred and twenty-eighth (1/128) interest in and to all of the oil, gas and other minerals . . . said land is under oil and gas leases providing for a royalty of 1/8 of the oil . . . and that Grantees herein shall receive one-sixteenth (1/16) of the royalties . . . Grantees shall have no interest in . . . any rentals paid under said leases [or] any interest in any bonus money . . . in any future lease or leases . . . and it shall not be necessary for the Grantees to join in any such subsequent lease or leases so made; that Grantees shall only receive under such subsequent lease or leases a 1/128 (1/16 of the usual 1/8 royalty) part of all of the oil, gas, and other minerals taken and saved under such lease or leases and Grantees shall receive same out of the royalty provided for in such lease or leases.”
- Holding: Grantor conveyed a non-participating 1/16 mineral interest and corresponding 1/16 floating royalty interest.
- Supporting factors: 1/128 (the single fraction in the granting clause) was a multiple of 1/8; double fraction using the term “usual 1/8 royalty” triggers legacy of the 1/8 royalty doctrine.

Powder River Mineral Partners, LLC v. Cimarex Energy Co., 08-23-00058-CV (Tex. App.–El Paso Dec. 15, 2023)

- Year of instrument: 1947
- Language: Conveyance of “an undivided three sixteenths (3/16ths) interest in and to all the oil, gas and other minerals in and under that may be produced . . .” with stated intent to convey a royalty interest of “3/16ths of all the oil, gas and/or other minerals,” and if leased, grantees are entitled to “3/16ths of one-eighth of all the oil and/or gas or other minerals produced . . .”
- Holding: Grantor conveyed a floating 3/16 royalty interest.
- Supporting factors: Initial use of 3/16 by itself with no reference to 3/128 could not be harmonized with double fraction if parties intended 3/128 fixed royalty.

Montgomery v. ES3 Minerals, LLC, 08-23-00153-CV (Tex. App.–El Paso May 30, 2024)

- Year of instrument: 1955
- Language: Conveyance of “a non-participating royalty of one-fourth (1/4th) of the landowner's usual one-eighth (1/8th) royalty on oil and gas produced and saved . . .”
- Holding: Grantor conveyed a floating 1/4 nonparticipating royalty interest.
- Supporting factors: Use of “the landowner's usual one-eighth 1/8th royalty.”

Next time you come across a Texas instrument purporting to convey or reserve a certain fraction “of 1/8,” pause before simply multiplying the fractions and crediting the result. Consider the age of the instrument, the fractions used, and the remaining text of the instrument against the backdrop of the cases cited in this article to determine if the *Van Dyke* presumption applies. When in doubt, reach out to your favorite title attorney.



DAPL

7:30-8:00: Networking and Buffet

8:00-9:00: Presentation

9:00-9:30: Q&A

BREAKFAST

January 16, 2025 | 7:30 AM – 9:30 AM

Market Update



Trisha Curtis

Trisha Curtis is the President and CEO of PetroNerds, LLC. She founded the company and began running it out of Denver, Colorado in 2016. She was formerly the Director of Research, Upstream and Midstream, at the Energy Policy Research Foundation, Inc. (EPRINC) in Washington, DC. Since 2010, she has led extensive research efforts and major consulting projects and authored several reports on the North American upstream and midstream markets for government agencies, global think tanks, and corporations. She was also the Manager for Strategy and Analytics at Anschutz Exploration in Denver, Colorado from 2019 to 2020. At PetroNerds, Ms. Curtis leads research, advising and consulting services. She is a macroeconomist with an expertise in US shale markets, geopolitics, and China. She is globally recognized for her knowledge of US shale and has been asked to speak and present at several academic, industry, and investor forums including OPEC in Vienna, SPE in Bahrain, IEF in Saudi Arabia, Stanford University, Chatham House, Oxford University, Denver University, and Colorado School of Mines. She is also the host of the PetroNerds Podcast. Trisha provides clients with in-depth analysis of the US and world economy, geopolitics, global oil and gas markets, and the US shale industry. She synthesizes this into relevant, actionable, and forecastable information integral to her clients and their respective businesses and needs.

She spearheaded EPRINC's projects with Department of Energy for the Quadrennial Energy Review, evaluating future North American crude oil production volumes and midstream transportation options through 2030. She worked extensively with US and Canadian railroads in their efforts to begin moving Bakken crude, by rail, to the East Coast. Trisha also authored multiple reports on US shale and completions in US shale with the Oxford Institute for Energy Studies. Her work for Department of Defense has focused extensively on China, energy, and US Shale. Ms. Curtis is the Economist for the American Energy Institute, an Energy Fellow with the Common Sense Institute in Colorado, a Board Member at the Denver Earth Resources Library, and a Research Associate at the Oxford Institute for Energy Studies (OIES), a recognized independent center of Oxford University. She is also a Fellow at Colorado School of Mine's Payne Institute. Ms. Curtis completed her undergraduate work at Regis University in Denver, Colorado where she double majored in Economics and Politics, minored in Criminology, and graduated Summa Cum Laude. She has a Master of Science (MSc) degree from the London School of Economics in International Political Economy and wrote her MSc Dissertation on Chinese National Oil Companies. As an undergraduate, she also worked as a staff assistant in UK Parliament for John Grogan, Selby Constituency. Raised in northwest Colorado and southwest Wyoming, she grew up around pump jacks and has worked on oil and gas sites in Colorado and Wyoming with her father.

\$60 for DAPL Members

\$75 for Non-members

Virtual & In Person Option

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2024/2025 DAPL Calendar of Events

December 2024

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|---------------------|--------------------------------------|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 Board Meeting | 12 Annual Awards & Holiday Social | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

January 2025

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|----------------------------------|--------------------|---------------------------|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 Education Committee Meeting | 8 Board Meeting | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 Education Breakfast | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

December 2024

11th - Board Meeting
 12th - Annual Awards and Holiday Social with DALTA & DADOA - *see page 1 for more information*

January 2025

7th - Education Committee Meeting
 8th - Board Meeting
 16th - Education Breakfast - Market Update with Trisha Curtis - *see page 5 for more information*

February 2025

11th - Education Committee Meeting
 12th - Board Meeting
 19th - Education Luncheon – Utah 101 - *see page 10 for more information*

March 2025

6th - Spring Land Seminar: Powering the Future! - *see pages 11 & 12 for more information*
 7th - Ski Day - *see pages 15 & 16 for more information*

11th - Education Committee Meeting
 12th - Board Meeting

April 2025

8th - Education Committee Meeting
 9th - Board Meeting
 17th - Headshot Breakfast and Networking

May 2025

13th - Education Committee Meeting
 14th - Board Meeting
 18th - Colfax Marathon - Community Service and Charitable Outreach Opportunity - *see page 23 for more information*
 21st - Education Luncheon



DAPL

11:30-12:00: Networking and Buffet

12:00-12:50: Presentation

12:50-1:00: Q&A

LUNCHEON

February 19, 2025 | 11:30 AM – 1 PM

UTAH 101

**The University Club
1673 Sherman St. Denver, CO 80203**

SAVE THE DATE

Speakers:

Brent Chicken with Steptoe & Johnson,

Scott McDaniel with Discovery Land Services

Dan Brooks with Crescent Energy/Javelin Energy Partners Management

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DAPL SPRING LAND SEMINAR: POWERING THE FUTURE

Synergy Between Renewables, Alternatives and Oil & Gas

MARCH, 6 2025

Renaissance Denver Downtown City Center Hotel

918 17th St, Denver CO

7:00 am – 12 pm

Join us for this inaugural event as we bring all energy facets together!

This education and networking event will be 3 sessions of presentations. You choose 1 of 3 topics/speakers to attend, per session, followed by a networking break before heading into the next session and then repeat one more time.

Closing out the event we will have a keynote speaker!



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DAPL SPRING LAND SEMINAR**MARCH, 6 2025**

Reach land professionals by sponsoring the DAPL Spring Land Institute! Sponsorships include incentives such as company recognition in email and social media marketing, company logo on the DAPL website event page, on site signage, as well as opportunities to distribute promotional materials to attendees.

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EDUCATION SPONSOR _____ \$3,000

- Company recognition through email and social media marketing, as well as on the DAPL website event page
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- Opportunity to provide company promotional items at check-in
- Three (3) complimentary registrations
- After event recognition in the DAPL Newsletter, The Rocky Mountain Landman

BREAKFAST SPONSOR _____ \$2,000

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COFFEE SPONSOR _____ \$1,000

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- On-site signage for the duration of the event
- One (1) complimentary registrations
- After event recognition in the DAPL Newsletter, The Rocky Mountain Landman

SUPPORTER _____ \$500

- Company recognition through email and social media marketing, as well as on the DAPL website event page
- On-site signage for the duration of the event
- After event recognition in the DAPL Newsletter, The Rocky Mountain Landman



Field Landman Question

Colorado's Construction Agreements Anti-Indemnity Statute

A DAPL member has asked: What kinds of contracts in the oil and gas industry are subject to Colorado's construction agreements anti-indemnity statute, C.R.S. § 13-21-111.5(6)?

In 2007, the Colorado Legislature adopted C.R.S. § 13-21-111.5(6) ("Anti-Indemnity Statute"), mandating that "construction agreements" containing language indemnifying a party against damages arising from that party's own negligence, or the negligence of person under the control or supervision of that party, are unenforceable and void as against Colorado public policy. This means that one of the typical types of indemnification agreements in the oil and gas industry (that Company A can indemnify (or be responsible to) Company B for Company B's own negligent conduct) would not be enforceable if it is determined to be a "construction agreement" under the Anti-Indemnity Statute. This law was enacted primarily to prevent Colorado contractors from being unable to secure reasonably priced insurance due to a high volume of claims in the construction industry.

The Anti-Indemnity Statute applies to all "construction agreements" tending to affect "improvements to real property within the State of Colorado," meaning that the Anti-Indemnity Statute cannot generally be avoided contractually via choice of law provisions. The Anti-Indemnity Statute defines a "construction agreement" as follows:

a contract, subcontract, or agreement for materials or labor for the construction, alteration, renovation, repair, maintenance, design, planning, supervision, inspection, testing, or observation of any building, building site, structure, highway, street, roadway bridge, viaduct, water or sewer system, gas or other distribution system, or other work dealing with construction or for any moving, demolition, or excavation connected with such construction.

Until recently, *Williams v. Inflection Energy, LLC*, 2016 WL 4429998 (M.D.Pa. Aug. 22, 2016) was seen as the leading case with respect to the application of the Anti-Indemnity Statute to contracts associated with oil and gas development. In *Williams*, the court found that the same did not apply to prevent application of an indemnity provision in a master service agreement, because the parties in *Williams* "entered into a contract for the operation of a drill site . . . not a construction agreement as defined by the [Anti-Indemnity Statute]."

However, a more recent Colorado federal court case, which is subject to a request to vacate at the time of this writing – *BKV Barnett, LLC v. Electric Drilling Technologies, LLC*, Civil Action No. 23-cv-00139-PAB-SBP (D.Colo. Sept. 26, 2024) – has now interpreted the Anti-Indemnity Statute in the context of a contract for the provision of electricity service and related infrastructure associated with an oil and gas wellsite.

FACTUAL & PROCEDURAL BACKGROUND

BKV Barnett, LLC ("BKV") was the operator of an oil and gas well located in Texas, and entered into a master services agreement ("Agreement") with Electronic Drilling Technologies, LLC ("EDT") for the provision of electrical service infrastructure to BKV's wellsite, including power poles, power lines and other associated electric service equipment.

The Agreement provided that BKV may request, from time to time, that EDT "perform certain work or furnish certain services to [BKV] as specified in verbal requests or written work orders." The Agreement also contained a lengthy defense and indemnification provision, in relevant part obligating EDT to indemnify, defend and release BKV from all claims, causes of action and damages arising out of EDT's performance of the Agreement, regardless of "the sole, concurrent, or partial negligence (of whatever nature or character), fault, or strict liability of [BKV]." Importantly, the Agreement also contained a Colorado choice of law clause.

Subsequent to the execution of the Agreement by BKV and EDT, a lightning strike damaged electrical facilities at BKV's wellsite, resulting in a loss of electric power. EDT notified BKV of the incident, and EDT agreed to dispatch a crew to resolve the issue. EDT hired Turn Key Utility Construction Inc. ("Turn Key") to perform the required repairs and restore electric power to BKV's wellsite. Specifically, EDT: (i) installed a utility pole and overhead wires/above-ground cable; (ii) set pad-mounted switches; and (iii) repaired overhead cable. During the conduct of such repairs at BKV's wellsite, an employee of EDT, Matthew Lara, was subjected to an arc flash and sustained burns and other physical injuries.

continued on next page

Field Landman Question cont'd.

Mr. Lara subsequently filed a lawsuit in Texas state court against BKV, EDT, the local electric service provider CoServe Electric (“CoServ”), and other parties. CoServ demanded in writing that BKV indemnify and defend it against Mr. Lara’s claims, and BKV forwarded CoServ’s notice, and BKV’s own demand to indemnify and defend BKV against Mr. Lara’s claims, to EDT. When EDT refused the indemnification and defense requests of CoServ and BKV, BKV filed suit in the United States District Court for the District of Colorado, alleging claims for: (i) a declaratory judgment, finding that the Agreement required EDT to indemnify and defend BKV from all of Mr. Lara’s claims against BKV and EDT; (ii) breach of contract, due to EDT’s refusal to indemnify and defend BKV; and (iii) the recovery of BKV’s attorney’s fees and costs.

FEDERAL COURT ORDER

Following an unsuccessful motion to dismiss effort by EDT and the conduct of discovery, BKV moved for summary judgment against EDT on BKV’s declaratory judgment and breach of contract claims.

With respect to BKV’s summary judgment claim, BKV argued that the Agreement was valid and enforceable, and expressly provided that EDT was required to indemnify and defend BKV against the claims asserted by Mr. Lara and CoServ. Concerning BKV’s breach of contract claim, BKV argued that it was entitled to summary judgment because: (i) the Agreement was valid and enforceable; (ii) BKV performed its obligations under the Agreement by demanding indemnification and defense from EDT; (iii) EDT breached the Agreement by refusing to provide the same; and (iv) BKV suffered damages stemming from such refusal.

In response to BKV’s claims, EDT argued that the Anti-Indemnity Statute applied to render the indemnification and defense provisions of the Agreement – at least insofar as the same required EDT to indemnify and defend BKV for BKV’s own negligence – invalid and unenforceable. Specifically, EDT took the position that the work performed by EDT under the Agreement, which gave rise to Mr. Lara’s injury claims, involved the repair of a structure, which the Anti-Indemnity Statute expressly defines as a “construction agreement.” Conversely, BKV cited Williams, and argued that the Agreement was not a “construction agreement” within the purview of the Anti-Indemnity Statute, because the Agreement contracted for EDT to provide electric service to BKV’s wellsite, including any repairs required to maintain such electric service.

The court began its analysis by finding that the EDT did not agree to the performance of any specific work, or type of work, pursuant to the Agreement, supporting such position by also noting that neither BKV nor EDT had explained whether the agreement to repair BKV’s wellsite electric service was via a verbal agreement or under a written work order. However, the court also explained that the specific work performed by EDT (through Turn Key) at the wellsite – utility pole, overhead wire, and above-ground cable installation and repair – was also undisputed.

Accordingly, the *BKV* court held that: (i) a utility pole constitutes “materials,” and once installed constitutes a “structure” under the Anti-Indemnity Statute; (ii) EDT’s repair of overhead cables constitutes “repair” of a “structure” pursuant to the Anti-Indemnity Statute; and (iii) consequently, the Agreement was indeed a “construction agreement” within the meaning of the Anti-Indemnity Statute. As such, the court further held that the provisions of the Agreement requiring EDT to indemnify and defend BKV were void and unenforceable as against Colorado’s public policy. Accordingly, the court denied BKV’s summary judgment motion, and ordered BKV to show cause, on or before October 24, 2024, as to why judgment should not be entered in favor of EDT. It appears that further guidance (at least in this case) may not be forthcoming, as BKV and EDT instead filed a notice of settlement and a request to vacate the Court’s Order of September 26, 2024.

While this case does not necessarily carry precedential value, the decision in *BKV* raises a potential concern that indemnity provisions in operations-related agreements may not be enforceable under Colorado’s Anti-Indemnity Statute if those contracts are determined to be “construction agreements.” Accordingly, operators may want to consider the provisions of their operations-related agreements in light of both the court’s analysis above and the specific, operations-related work that is required to be performed by the contractor.

Brent D. Chicken
Deva A. Solomon
Members, Steptoe & Johnson PLLC

Do you have a land issue you would like discussed? Do you need supporting documentation to win a bet with a colleague? Is there a question you are too embarrassed to ask your boss? If so, the DAPL would like to hear from you! Please submit your question to joe.martin@highwestresources.com. Each month, we will publish a question chosen from those submitted, along with a Steptoe & Johnson PLLC attorney’s discussion of the issue. The foregoing article discusses general legal principles and laws applied to a generic fact situation, is not intended to constitute legal advice or create any attorney-client relationship, and no representation or warranty of accuracy or applicability regarding the same is made by the author or Steptoe & Johnson PLLC. The content of and views expressed in the foregoing article are those of the author, and are not the views of Steptoe & Johnson PLLC or the DAPL.

SKI DAY 2025

FRIDAY, MARCH 7th

Keystone



ALL IN (bus ride, lift ticket, & après party)
\$250 MEMBER / \$299 NON-MEMBERS

LIFT TICKET & APRÈS PARTY
\$210 MEMBER / \$250 NON-MEMBERS

BUS & APRÈS PARTY
\$90 MEMBER / \$100 NON-MEMBERS

APRÈS PARTY
\$50 Member / \$60 NON-MEMBER



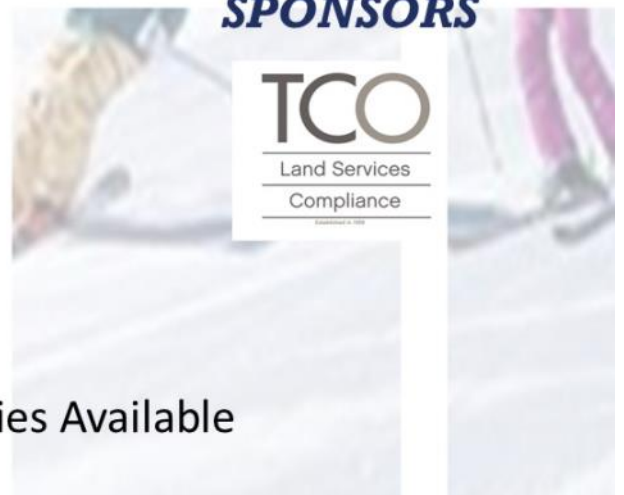
THANK YOU

INDUSTRY PARTNERS



THANK YOU

SPONSORS



Sponsorship Opportunities Available



SKI DAY 2024

SPONSORSHIP OPPORTUNITIES

Friday, March 7, 2025

Keystone

DOUBLE BLACK

\$2500

LOGO ON WEBSITE, ADVERTISING AND SIGNAGE

INCLUDES TWO LIFT TICKETS, TWO APRÈS TICKETS AND TWO BUS RIDERS

BLACK

\$1500

LOGO ON WEBSITE, ADVERTISING AND SIGNAGE

INCLUDES ONE LIFT TICKET, ONE APRÈS TICKET AND ONE BUS RIDER

BLUE

\$1000

LOGO ON WEBSITE, ADVERTISING AND
SIGNAGE

GREEN

\$500

LOGO ON WEBSITE, ADVERTISING AND
SIGNAGE

DAPL October 2024 Board Meeting Minutes

10/9/2024

Online: Laurie Wizeman, Teale Stone, Tyler Aylor, Matt Lackey, Tammy Zamarripa, Justin Savage, James Culbertson, Janet Rost, Jason Rayburn, Gil Guethlein, Crosby Garrison, Jake Bakker

Pres. Laurie Wizeman called the meeting to order at 12:01 PM MST 10.9.2024

Approval of Minutes:

Tammy Zamarripa Motion to approve September minutes. Laurie Wizeman seconded – APPROVED.

Membership - Reported by Janet Rost:

| MEMBER NAME | COMPANY | ACTIVE | ASSOCIATE | STUDENT | AAPL | SPONSOR | OFFICE PHONE | E-MAIL |
|---------------------------------------|---------------------------------------|---------------|-----------|---------|------|------------------|--------------|--|
| Brianna McAndrew | Raisa Energy, LLC | X | | | Yes | Cybel Manzanares | 303-854-1941 | brianna149@live.com |
| Christopher Cucchiara | Oxy | X | | | No | Janet Rost | 985-705-9522 | christopher_cucchiara@oxy.com |
| James Dupuis | Dupuis Law Firm, LLC | | X | | Yes | Janet Rost | 337-280-3857 | jimmy@dupuislawfirm.com |
| Josh Rogers | Paladin Land Group | X | | | Yes | Garrett Howerton | 405-871-5956 | jrogers@paladinlandgroup.com |
| Kristen McCarty | Recent Grad - Looking for work | | X | | Yes | Janet Rost | 970-417-3825 | kristen.mccarty.07@outlook.com |
| Matt Henderson | Discovery Land Services | X | | | Yes | James Hubert | 720-255-4727 | wmh@intervalenergy.com |
| Michael Rodine | Chevron | X | | | Yes | Justin Savage | 970-397-2111 | michael.rodine@chevron.com |
| Nick Wells | Raisa Energy | X | | | No | Colin Scott | 303-949-0581 | nwells@raisaenergy.com |
| Rachel Lee | Ray, Feighny & Hartie PLLC | X | | | Yes | Trevor Dahl | 248-933-1708 | rllee@rffirm.com |
| Rolin Schuler | Raisa Energy | X | | | No | Colin Scott | 303-981-6814 | rschuler@raisaenergy.com |
| Ryan Dennison | SM Energy Company | X | | | Yes | Rick Harris | 832-366-7301 | rvansdennison@gmail.com |
| Oct-24 | | Sep-24 | | | | | | |
| Total Number of Current Members - 560 | Total Number of Current Members - 515 | | | | | | | |
| Total Number of Non-Members - 936 | Total Number of Non-Members - 1025 | | | | | | | |
| Expiring 5/31/25 - 319 | Expiring 5/31/25 - 282 | | | | | | | |
| Expiring 5/31/26 - 64 | Expiring 5/31/26 - 64 | | | | | | | |
| Expiring 5/31/27 - 71 | Expiring 5/31/27 - 60 | | | | | | | |
| Honorary/Retired (never expire) - 106 | Honorary/Retired (never expire) - 103 | | | | | | | |
| Oct-23 | | | | | | | | |
| Total Number of Current Members - 572 | | | | | | | | |
| Total Number of Non-Members - 946 | | | | | | | | |
| Expiring 5/31/24 - 353 | | | | | | | | |
| Expiring 5/31/25 - 63 | | | | | | | | |
| Expiring 5/31/26 - 54 | | | | | | | | |
| Honorary/Retired (never expire) - 102 | | | | | | | | |

Laurie Wizeman motion to approve the new members. Gil Guethlein seconded. – APPROVED.

Treasurers Report - Reported by Jason Rayburn:

| Banking Accounts | October 2024 | September 2024 | 1-Month Diff. | October 2023 | 1-Year Diff. |
|---|----------------------|----------------------|--------------------|----------------------|---------------------|
| PNC Checking | \$ 152,937.25 | \$ 153,220.44 | \$ (283.19) | \$ 164,863.34 | \$ (11,926.09) |
| Savings/Money Market | \$ 10,006.26 | \$ 10,006.18 | \$ 0.08 | \$ 10,005.26 | \$ 1.00 |
| RBC Long-Term | \$ 149,455.91 | \$ 145,634.10 | \$ 3,821.81 | \$ 125,589.81 | \$ 23,866.10 |
| RBC CDs | \$ 90,700.80 | \$ 90,592.08 | \$ 108.72 | \$ 84,964.68 | \$ 5,736.12 |
| Total Checking/Savings/Investments | \$ 403,100.22 | \$ 399,452.80 | \$ 3,647.42 | \$ 385,423.09 | \$ 17,677.13 |

| RBC Investment Account | Prior Balance | Gain/Loss | Current Balance |
|---------------------------|-------------------------|------------------------|---------------------------|
| Long-Term Account | \$ 145,634.10 | \$ 3,821.81 | \$ 149,455.91 |
| | Total Investment | Current Balance | Updated vs Current |
| Investment Balance | \$ 128,000.00 | \$ 149,455.91 | \$ 21,455.91 |

| Scholarship Accounts | October 2024 | August 2024 | 1-Month Diff. | October 2023 | 1-Year Diff. |
|----------------------|---------------------|---------------------|----------------|---------------------|--------------------|
| PNC Bill Goodin | \$ 20,581.06 | \$ 20,580.89 | \$ 0.17 | \$ 17,322.16 | \$ 3,258.90 |
| PNC Cappy Ricks | \$ 2,500.91 | \$ 2,500.89 | \$ 0.02 | \$ 2,500.66 | \$ 0.25 |
| PNC DAPL Scholarship | \$ 8,306.99 | \$ 8,306.99 | \$ - | \$ 8,306.99 | \$ - |
| PNC Raffle Acct | \$ 4,960.00 | \$ 4,960.00 | \$ - | \$ 4,395.00 | \$ 565.00 |
| Total Savings | \$ 36,348.96 | \$ 36,348.77 | \$ 0.19 | \$ 32,524.81 | \$ 3,824.15 |

| Pending DAPL Scholarship Checks | Amount |
|---|--------------------|
| DAPL Pending Checks | Amount |
| #1116 - Gil Guethlein - Western Golf Tnmt Table Prize | \$ 262.56 |
| #1117 - Colorado Clays - Clay shoot | \$ 6,433.00 |
| Total Pending DAPL Checks | \$ 6,695.56 |

President’s Report - Reported by Laurie Wizeman:

Thank you all that attended the Regulatory Update Breakfast at Panzano. It was really well attended. We had great feedback and will be sending out a survey soon!

Annual Awards & Holiday Social at The University Club:

- December 12, 2024: Please submit your nominations for the awards ceremony by November 8, 2024
 - Landman of the year
 - Hall of Fame-Lifetime Achievement Award
 - Education
 - Committee Member
 - Community service

Colfax Marathon:

- May 16-18th 2025: Eight races over two days, a Saturday morning 5K, followed by the marathon, marathon relay, half marathon and urban 10 miler on Sunday.
 - Opportunity to raise money for our Veterans project.
 - Looking for volunteers!

Laurie Wizeman Motion to approve DAPL participation in the Colfax Marathon. Jason Rayburn seconded – APPROVED

Rockies Bash:

- November 14, 2024: 11th Annual Rockies Bash at Wynkoop Brewing Company, 5PM-8PM
 - Currently have two Silver Sponsors
 - We are looking for Sponsors!**

Board Meeting:

The November 13, 2024, virtual board meeting has been changed to November 6, 2024.

Education Committee - Reported by Crosby Garrison:

Upcoming Events:

Denver Land Institute

November 13, 2024: Happy Hour 4:30-6:30 at Zocalito

-Hosted by Shanor & Franklin Law Firm and Discovery Land Services

November 14, 2024: 51st Annual Denver Land Institute at the Ritz-Carlton

- BBQ lunch at the Ritz

- All speakers are lined up and confirmed.

- Institute Topics: BLM / BIA State Lands, Subsurface Property Right Litigation, AI Technology / Land, Energy, Climate, Poverty, and Prosperity, Osage Winds: Shortcuts lead to Dead Ends, Post Productions Costs, Ethics

- Continuing Education Units – Pending

-Now offering virtual attendance for students

-Registration is Open!

Market Outlook/Update

January 16, 2025: Market Outlook/Update Breakfast at the Earth Resources Library

-Speaker: Trisha Curtis

-Limited spots available

Utah 101 Luncheon at The University Club

February 19, 2025: Utah 101 Luncheon at The University Club

-Speaker: Brent Chicken

Spring Land Institute

March 6, 2025: Topics will include energy transition and what that looks like for land negotiators, transferable skills, case studies, regulatory overviews and then specified fields of study

-Looking for a keynote speaker!

-Anticipating Ski Day on March 7, 2025.

Headshot Breakfast and Networking: April 17, 2025

Adverse possession presentation with Katie Moisan at The University Club: May 21, 2025

AAPL Director - Tyler Aylor:

AAPL Professional Development Assistance Program

-Up to \$300 for an event, two times per year.

-Sign up and take advantage!!

“Landman” is airing November 17, 2024 on Paramount Plus

-Please direct all AAPL questions to Andrea Spencer, Director of Communications

Pres. Laurie Wizeman adjourned the meeting at 12:34 PM MST 10.9.2024

51st Denver Land Institute Recap

DAPL once again partnered with AAPL for the 51st edition of the Denver Land Institute, which reached capacity at the beautiful Ritz-Carlton in downtown Denver. Over 200 energy professionals joined the event either in person or virtually!

Keynote Chris Wright, CEO of Liberty Energy, provided an insightful and passionate presentation just days before being named as the nominee to head the Department of Energy as the Energy Secretary for the upcoming Trump administration.

Thank you to all attendees, speakers, sponsors, committee volunteers and DAPL for their partnership on this sold-out event!



51st Denver Land Institute Recap

THANK YOU DLI SPONSORS!

Your continued support of the DAPL is greatly appreciated!



BEATTY & WOZNIAK, P.C.
ENERGY IN THE LAW

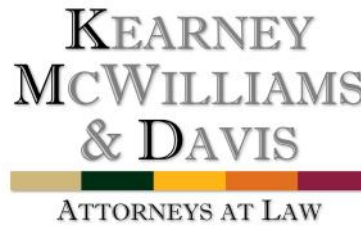


11th Annual Rockies Bash Recap

After earning up to 7.25 CEUs and Colorado CLEs at the DLI, attendees and industry friends enjoyed an evening of networking at the exciting Rockies Bash at Wynkoop Brewing.



THANK YOU BASH SPONSORS
This event is great because of you!



COLORADO VETERANS PROJECT



The DAPL and the Community Service and Charitable Outreach Committee are partnering with the Colorado Veterans Project this year for our volunteer and charitable outreach!

We will have a speaker from the Colorado Veterans Project at the Denver Land Institute and look for fundraising and volunteer opportunities throughout the year! See key dates below!

UPCOMING DATES AND EVENTS

May 18 – Colfax Marathon

Join the DAPL team and raise funds for Colorado Veterans Project! You can register for any of the race options and choose the Denver Association of Professional Landman as your Charity Partner. All funds raised will be donated to The Colorado Veterans Project.



DONATE DIRECTLY TO THE COLORADO VETERANS PROJECT USING THIS QR CODE



DAPL

Community Service and Charitable Outreach

For more information, please contact Matt Hoppe - matt@coloradoenergylaw.com

2024/25 DAPL OFFICERS, DIRECTORS AND STANDING COMMITTEE CHAIRS

| | | |
|---|---|---|
| <p>President - <i>Laurie Wizeman</i> Oxy.....laurie_wizeman@oxy.com</p> <p>First Vice President <i>James Culbertson</i> Slawson Exploration Company, Inc....720-259-6405 jculbertson@slawsoncompanies.com</p> <p>Vice President - <i>David Connolly</i> Citizen Energy Partners.....dconnolly@citizenep.com</p> <p>Secretary - <i>Tammy Zamarripa</i> Crowheart Energy, LLC.....t.zamarripa@crowheartenergy.com</p> <p>Treasurer - <i>Jason Rayburn</i> 405-204-3400 jray83@gmail.com</p> <p>Director - <i>Anna Morgan</i> EOG Resources, Inc.....anna_morgan@eogresources.com</p> <p>Director - <i>Crosby Garrison</i> Oxy.....720-929-4328 crosby_garrison@oxy.com</p> <p>AAPL Director - <i>Tyler Aylor</i> Impact Land, LLC.....405-414-0219 tyler@impactland.us</p> <p>Immediate Past President- <i>Gil Guethlein</i> gillespie.guethlein@gmail.com</p> <p>AAPL Certification - <i>Tyler Aylor</i> Impact Land, LLC.....405-414-0219 tyler@impactland.us</p> <p>Awards- <i>Pam Cortese</i> TCO.....pcortese@tcolandservices.com</p> <p><i>Gabe Pardue</i> Heirloom Wealth Management.....719-429-7190 gabe.pardue@heirloomwm.com</p> | <p>Finance & Planning <i>James Culbertson</i> Slawson Exploration Company, Inc....720-259-6405 jculbertson@slawsoncompanies.com</p> <p>DAPL Trustee, The Foundation for Natural Resources and Energy Law <i>Alex Campbell</i> Enduring Resources, LLC.....303-350-5107 acampbell@enduringresources.com</p> <p>Legal & Legislative <i>Estee Sanchez</i> Beatty & Wozniak, P.C.....303-407-4491 esanchez@bwenergylaw.com</p> <p>Education <i>Crosby Garrison</i> Oxy.....720-929-4328 crosby_garrison@oxy.com</p> <p>Ethics - <i>Matt Lackey</i> Kearney, McWilliams & Davis.....812-480-9186 mlackey@kmd.law</p> <p><i>Adam Intagliata</i> INEOW USA Oil & Gas LLC.....720-619-5367 adam.intagliata@ineos.com</p> <p>IT/Technology- <i>Tyler Aylor</i> Impact Land, LLC.....405-414-0219 tyler@impactland.us</p> <p>John L Hunt Mentoring Program- <i>Scott McDaniel</i> 303-519-0399 smdaniel@discoveryland.com</p> <p><i>Hannah Eastwood</i> Oxy.....720-929-6928 hannah_eastwood@oxy.com</p> <p>Membership - <i>Janet Rost</i> Elk Cove.....303-564-4326 rost.janet@gmail.com</p> <p>Scholarships - <i>Allie Huizenga</i> BPX Energy Inc.....720-682-0308 allie.huizenga@bpx.com</p> <p><i>Frances Ivers</i> francesivers@gmail.com</p> | <p>University Liaison - <i>Gil Guethlein</i> gillespie.guethlein@gmail.com</p> <p>Advocacy <i>Malinda Morain</i> Beatty & Wozniak, P.C.....303-407-4477 mmorain@bwenergylaw.com</p> <p>Rockies Bash <i>Amy Mowry</i> Jost Energy Law, P.C.....303-638-1770 amowry@jostenergylaw.com</p> <p><i>Gil Guethlein</i> gillespie.guethlein@gmail.com</p> <p>Golf <i>Teale Stone</i> Fundare Resources Company, LLC....918-694-3231 tstone@fundareresources.com</p> <p><i>Andrew Stone</i> Lincoln Energy Partners.....918-694-1393 andrew.stone@lincolnergypartners.net</p> <p>Ski Day - <i>James Hubert</i> Discovery Land Services.....303-993-3591 james@discoveryland.com</p> <p><i>Chad Sullivan</i> Oxy.....chad_sullivan@oxy.com</p> <p>Networking- <i>Justin Savage</i> justin.savage@chevron.com</p> <p><i>Chad Sullivan</i> Oxy.....chad_sullivan@oxy.com</p> <p>Clay Shoot - <i>Edward Green III</i> Occidental Petroleum Corporation.....dward_green@oxy.com</p> <p>Community Service and Charitable Outreach - <i>Matt Hoppe</i> Stengel Hoppe LLP.....303-325-2610 matt@coloradoenergylaw.com</p> |
|---|---|---|

