## VOL.4 ISSUE4 2023



Picture taken at the MLBC Summer Kickoff Party held at Tropics in Morgantown, WV on June 15, 2023. Picture features members of the 2023-2024 Executive Committee.

Justin Nixon - President Emeritus, Lhag Bowers - President, Kevin Pierson -Secretary, John Catsonis - Vice-President, Daniel Cooper - Director, Stacy Tichy -Treasurer, Jeremy White - AAPL Regional Director.

(Not pictured, Ben McKinney - Sergeant At Arms, Tyler Murray – Director & Steve Carr - Director.)

## INSIDE THE ISSUE:

June Summer Kickoff, July Social and Renee Anderson Article



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### LETTER FROM THE PRESIDENT

MLBC PRESIDENT, LHAG BOWERS

### LEAVE IT BETTER THAN YOU FOUND IT

Core values have always been a part of the human experience. We were all created with a conscience, an innate understanding of right and wrong. Throughout history, man has codified laws in harmony with the influence of that conscience. As a result, almost every nation, even those not influenced by the Bible or Christianity, has laws against murder, stealing, lying, etc. According to the all-knowing google search engine, the idea of organizational core values was first identified in 1994 in the book, "Built to Last: Successful Habits of Visionary Companies" by Jim Collins and Jerry Porras. Since then, many, maybe even most, companies have worked to document their core values with the goal of assisting the business and people making up that business toward their shared mission or goal. It should come as no surprise that Apple, for example, has core values, right? So, what are your personal core values? What are the core values of a good landman?

At the end of the day, many corporate core values center around the same basic human core values we all respect and share. Things like reliability, dependability, loyalty, honesty and safety serve as a foundation for many corporate core values and likely for your own personal and business values. The company I work for, Percheron, has put together a list of core values that I think are really good and that could serve as a nice starting point for any discussion of core values for a land professional. Each newsletter during this upcoming year, I'd like to take a few paragraphs and discuss the Percheron Core Values and how they relate to all of us as land professionals in general. My goal is not so much a shameless plug for the land services provider I work for but more to have a pre-made framework upon which to have the core values conversation (and because coming up with something to write about may be the single hardest thing about this position).

The first Percheron core value I'd like to tie in to the MLBC and the individual land professional is this-"Leave it Better Than You found It". Since it's inception on July 17, 1959, the Benedum chapter of the AAPL has been doing just that. The current mission statement of our organization says in part, "to promote the highest standards of performance for all Land Professionals, to advance their stature, and to encourage sound stewardship of energy and mineral resources". In other words, to positively impact the people that make up the MLBC, helping them become better at their jobs and to promote doing things the right way, not just for the betterment of our companies, clients, and coworkers, but for the beautiful earth we live and work on and the communities we live and work in. Truly the MLBC has a legacy in this regard we can all be proud of. From the hundreds of thousands of dollars donated over the years to help those less fortunate to the thousands of hours refining our ethics and honing our skills, the MLBC has indeed left us as landmen better than they found us.

However, core values are active things. We don't complete the quiz and check it off. We have to continue to self evaluate and strive to make improvements. Are there things the MLBC can do to improve? When I first started attending MLBC meetings, I was living out of a hotel out of state. A dinner meeting with an open bar on a Thursday night was a welcome part of the monthly calendar. However, for many landmen, the industry has changed. We sleep in our own beds. We are working from home or a company office. We may find it hard to justify a monthly "night out", away from our significant others and/or children. Would lunch meetings be better for you? Let us know. We would love to hear some constructive feedback. What practical things can this organization do to better serve the Appalachian basin landman- to leave you better than we found you?

And what about you personally? Is there something you can do to improve the MLBC, your community, your fellow land professionals? Can you become more involved in your local chapter? Why not make it a goal to bring your personal abilities and experiences to bear upon the MLBC this coming year in some meaningful way. Serving on a committee, attending an additional meeting or charitable event might be an excellent way for you to leave the MLBC, your community, or your fellow landman better than you found it.

## **2023** MLBC CORPORATE SPONSORS







## 2023 CORPORATE Sponsorship Levels

## PLATINUM: \$5,000 PER YEAR

- Logo on the corporate sponsor board at every meeting along with the meeting sponsor board (virtually or in person).
- Logo in every edition of The Wildcatter and the bottom of every membership email.
- Receive three meeting/dinner passes for each meeting for one year.
- Receive one free Full Page advertising ad in The Wildcatter per year.
- Receive one free Half Page advertising ad in The Wildcatter per year.
- Logo on Golf Outing sponsorship boards.

## GOLD: \$2,500 PER YEAR

- Logo on the corporate sponsor board at every meeting (virtually or in person).
- Logo in every edition of The Wildcatter and the bottom of every membership email.
- Receive one free Half Page advertising ad in The Wildcatter per year.
- Logo on Golf Outing sponsorship boards.

## SILVER: \$1,500 PER YEAR

- Logo on the corporate sponsor board at six meetings (virtually or in person)
- Logo in every edition of The Wildcatter and the bottom of every membership email.
- Receive one free Half Page advertising ad in The Wildcatter per year.

## **BRONZE: \$750 PER YEAR**

- Logo on the corporate sponsor board at three meetings (in person or virtually).
- Logo in every edition of The Wildcatter.

## **ADVERTISING IN THE WILDCATTER:**

FULL PAGE AD: \$500/MONTH

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### DINNER MEETING SPONSORSHIP: \$250/MEETING

Companies will receive advertising at the dinner meeting as well as your logo displayed on our website for the month of the meeting you sponsor.

For more information or to purchase a Corporate Sponsor package or advertise in the The Wildcatter, please contact Abby Veigel @<u>abbyveigel@mlbc-aapl.org</u>. Please contact Harry Heinbaugh at <u>harry.heinbaugh@percheronllc.com</u> for dinner meeting sponsorships.



## 2023 MLBC VETERANS CHARITY CLAY SHOOT

Thursday, October 12, 2023 9:00 AM Check-In | 10:00 AM Start Hunting Hills Shooting Preserve – Dilliner, PA

### Benefitting the WVU Law Veterans Advocacy Clinic

About the Clinic:

Approximately 167,000 veterans currently reside in West Virginia, many with acute and unique legal needs related to their military service or return to civilian life. In the clinic, law students have the opportunity to represent the West Virginia veterans in litigation before administrative agencies and courts on benefits, discharge upgrades, employment claims and other civil matters. In addition, students can represent local and national organizations in non-litigation matters relating to the legal needs of veterans, including regulatory and legislative reform efforts, media advocacy, and strategic planning.

### Sponsorship Opportunities:

### Key Sponsor - \$5,000

 Includes [3] four-person teams, [12] event polo shirts, [1] station sponsor sign, logo on sponsor board at the lodge.

### Platinum Sponsor - \$3,000

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### Gold Sponsor - \$2,000

• Includes [1] four-person team, [4] event polo shirts, [1] station sponsor sign, logo on sponsor board at the lodge.

### Station Sponsor - \$500

• Includes [1] station sponsor sign, logo on sponsor board at the lodge.

Please contact Tyler Murray for sponsorship inquiries and general questions! <u>tyler.murray@percheronllc.com</u>

## **A HUGE THANK YOU**

## **TO LAST YEAR'S CLAY SHOOT SPONSORS!**

### 2022 KEY SPONSOR:





### **2022 PLATINUM SPONSORS:**









### **2022 GOLD SPONSORS:**



### **2022 STATION SPONSORS:**





## LEGISLATIVE & REGULATORY UPDATE

By Nikolas Tysiak, Legislative and Regulatory Chairman

After a hiatus in June, we have several new cases to report on this session.

In *Collingwood Appalachian Minerals III, LLC v. Erlewine, ---* S.E.2d ---, 2023 WL 4013373 (June 15, 2023), the West Virginia Supreme Court heard another case that contributes to the ongoing saga surrounding oil and gas rights being sold at tax sale. This case is a bit unique, in that there is both a language interpretation issue and a tax sale issue presented. The tract at issue contains 135 acres. In 1909, J. E. Huff conveyed the land to James Sivert, reserving ½ the oil and gas. James Sivert conveyed the land to Joseph and Myrtle Rogers in 1944, reserving ¼ the oil and gas. The Rogerses conveyed the land to Osborn Dunham in 1945, reserving from the conveyance "all exceptions and reservations contained in all prior deeds". Meanwhile, James Sivert conveyed his ¼ oil and gas interest to Joseph Palmer also in 1945, who then conveyed such ¼ oil and gas interest to Osborn Dunham in November of 1945. As of 1945, Osborn Dunham held ½ the oil and gas and all of the surface as to the 135 acres. Critically, beginning in 1930, James Sivert was assessed for the surface and ½ the oil and gas separately. Upon his reservation of ¼ oil and gas in 1944, the Rogerses and Sivert were each assessed for ¼ oil and gas under the land.

In 1968, Dunham conveyed to Russell F. Stiles "the same land" as received by him in 1945. Following this deed, Stiles became assessed for the surface and ¼ oil and gas, while Stiles became assessed for another ¼ oil and gas. Royalties were also paid in accordance with this division of oil and gas rights. In 1988, Stiles failed to pay either his surface assessment or the separate oil and gas assessment associated with the 135 acres. Erlewine purchased the surface assessment at tax sale in 1991, while Waco Oil & Gas Company and Trio Petroleum Corp. purchased Stiles' the ¼ oil and gas assessment in the same year. In 1995, Trio and Waco purchased the ¼ oil and gas assessment entered in the name of Dunham at a separate tax sale. This raises three questions that the court had to address - (1) what effect did the 1968 deed have on ownership of the oil and gas estate; (2) what did the 1991 tax deed convey; and (3) what did the 1995 tax deed convey?

The Court addressed these questions in the reverse order indicated above. First, it found that the 1991 tax deed to Trio and Waco had to be valid, as there was no other paid assessment that would have saved the oil and gas assessment covering unsevered oil and gas rights entered in the name of Stiles. Erlewine tried to rely on *Orville Young LLC v. Bonacci*, 246 W. Va. 26 (2021), and the Court agreed that case was critically important to the analysis. However, the Court found that the *Orville Young* case was clearly distinguished from the situation surrounding the 135 acres, as *Orville Young* involved a situation where oil and gas was unsevered in title but severed for taxation and the surface estate assessment had been properly paid. Under recent case law, the Court has emphasized that any payment that covers a separate interest in oil and gas will be deemed to cover such interest. However, the only other assessment that could cover the unsevered oil and gas in this instance was the surface assessment, which was also delinquent at the same time. Additionally, West Virginia code indicates that an error in tax sale procedures will not invalidate the sale UNLESS a cause of action is expressly created in the code. The Court determined that the code does not include a separate cause of action that covers the circumstances created by the circumstances surrounding the 135 acres, resulting in there being no relief available to Erlewine, and found the 1991 tax deed covering the oil and gas rights of Stiles to be valid.

Continued

The Court addressed the questions regarding the language of the 1968 deed and the 1995 tax deed simultaneously. Erlewine argued that the 1968 deed conveyed all interests of Dunham to Stiles, and that Dunham should not have retained any oil and gas rights under that deed and all his oil and gas rights became vested in Stiles; by extension, the 1995 tax deed could convey no interest because the oil and gas rights previously held by Dunham were covered by the Stiles surface assessment. The Court disagreed, effectively finding that the reference in the 1968 deed to "the same land" as conveyed in the 1945 deed acted as a limitation on the conveyance, thereby upholding the tax deed. Despite this conclusion, no points of law are cited by the Supreme Court, except to say that an unambiguous deed requires no interpretation, and finding the language unambiguous. Arguably, the reference to "the same land" could be construed as a further description of the land conveyed, and not intended as a limitation, so one could argue that the language of the 1968 deed is, in fact, ambiguous. As such, further analysis of the intent of the parties may have been warranted in these circumstances, and it may be wise to exercise caution and discretion in relying on the conclusions of the *Erlewine* case insofar as deed interpretation is concerned.

As a footnote to everyone's favorite West Virginia tax sale case from recent years (*L&D Investments Inc. v. Mike Ross Inc.*), the West Virginia Supreme Court was recently presented with questions surrounding who should contribute to the attorneys' fees in the broader litigation arising between L&D Investments, Antero, and Mike Ross. Finding that the counsel for L&D Investments had benefited various other oil and gas owners through his efforts, the Supreme Court held that such counsel should have the opportunity to have the other oil and gas owners, known and unknown, who benefitted from his efforts, contribute to his fees in *L&D Investments, Inc. v. Antero Resources*, 887 S.E.2d 208 (W. Va. 2023).

*Warrior Oil and Gas, LLC v. Blue Land Services, LLC*, 248 W. Va. 1 (2023), involved a land abstracting company (Blue) bringing action against Warrior Oil and Gas and WOG Minerals for failure to pay invoices for title services rendered. After a lengthy pre-trial and discovery process during COVID, Blue was eventually awarded a default judgment against Warrior and WOG, with accompanying damages. On appeal, the Supreme Court found various administrative deficiencies in the lower court's order and award, including the following: (1) failure to list findings of fact and conclusions of law with the trial court's order; (2) failure to properly apply law regarding the measure of appropriate damages; (3) failure to provide a reason to support its award of damages; and (4) improper award of pre-judgement interest. The Supreme Court reversed the default judgment award and remanded to the circuit court for further proceedings consistent with its findings.

In Pennsylvania, a case on permitting called *Marcellus Shale Coalition v. Department of Environmental Protection,* 292 A.3d 921 (Pa. S. Ct. 2023), the Pennsylvania Supreme Court was confronted with the question of the scope and breadth of the rulemaking authority afforded to the DEP under Act 13 of 2012, amending the Pennsylvania Oil and Gas Act of 1984. The Marcellus Shale Coalition challenged various definitions and conclusions reached by DEP in its rulemaking capacity under Act 13 as overly broad and unenforceable. The Supreme Court undertook a lengthy analysis of the background of administrative law in Pennsylvania, the rules specifically challenged by the MSC, the arguments set forth by both sides, the holdings below in the Commonwealth Court, and the impact those rules were likely to have on the permitting process, and found that the DEP unequivocally held the power to make the rules it made and enlisted appropriate community partners in establish those rules.

Thanks again from your friendly neighborhood Legislative and Regulatory Committee Chair.

Until next time,

Nik Tysiak Chair – Legislative and Regulatory Committee



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### 2023-24 EXECUTIVE COMMITTEE



EXCOM BIOS

2023-24 COMMITTEE CHAIRS

Join us in welcoming AAPL's 2023-24 Executive Committee members! The new team officially took office on July 1 and includes:

J. Brooks Yates, CPL, President, Peregrine Petroleum Partners Ltd.

Nancy C. McCaskell, CPL, First Vice President, Pitts Oil Company

Rodney L. Black, CPL, Second Vice President, CH4 Energy Six LLC

R. Dirk Vander Ploeg II, CPL, Third Vice President, Texas American Resources Company

Brian K. Tolson, CPL, Secretary, Equitas Energy Partners LLC,

Jerris Johnson, CPL, Treasurer, NextEra Mobility LLC

Carl D. Campbell, CPL, Immediate Past President, Alamo Resources LLC

#### INDUSTRY OUTREACH WITH THE AMERICAN SCHOOL COUNSELOR ASSOCIATION



AAPL recently exhibited at the ASCA's Annual Conference in Atlanta where thousands of education leaders gathered for professional development and to network with representatives of various industries. Part of the outreach initiative of AAPL's Accreditation Committee and the Educational Foundation, exhibiting at events like this provides opportunity to spread awareness of the land profession, dispel common misconceptions relating to oil and gas production, advocate for the entire energy industry and recruit new students and young professionals to our accredited university programs and the profession. Special thanks to Mark Caponegro, CPL, for his time volunteering for this important outreach event!

### RENEE ANDERSON, CHUCK SAFFER, JIM KANE AND NIK TYSIAK POSE FOR A PHOTO AT THE AAPL ANNUAL MEETING IN HUNTINGTON BEACH, CA



WATCH THE PATH OF THE LANDMAN OUTREACH VIDEO



## **OUR 69TH ANNUAL MEETING IS IN THE BOOKS**



Thank you to all the energy professionals and guests who joined us for AAPL's 69th Annual Meeting in SoCal! We'd also like to thank all committee volunteers, presenters, sponsors, supporters and hotel staff for making this such a successful event. Attendees, be on the lookout for more follow-up, including professional headshots, educational session recordings, exclusive offers and more.

For those who didn't make it, you missed out! The professional development and land conference was packed with unique networking events, excursions to historic production sites, three keynote presenters, AAPL traditions and awards, worldclass education and so much more. We hope you can connect with us and fellow members at an upcoming in-person event or our 2024 Annual Meeting in Boston.



### PRESIDENTIAL MERITORIOUS SERVICE AWARD WINNER DAVID CAPE, CPL



David Cape was another recipient of the Presidential Meritorious Service Award for his work as the NAPE Operators Committee chair. AAPL President Carl D. Campbell, CPL, remarked that Cape was always thinking about how to advance the ball and lead a committee that delivered in spades. Cape's foresight and leadership skills brought about a dual-track education offering at NAPE that proved to be a huge success.

"It was a team effort," Cape said in his acceptance speech. "I was a just a traffic cop and had an outstanding team to work with."



### PRESIDENTIAL MERITORIOUS SERVICE AWARD WINNER MARK A. DEVRIENT, RPL



Governmental Affairs Committee Chair Mark DeVrient was presented with one of the Presidential Meritorious Service Awards at Annual Meeting. DeVrient's recently combined committee would go on to help advance a bill designed to protect landmen working in renewables and other energy sources. The bill also provided additional protection for AAPL members working in traditional oil and gas. Thanks to the efforts of DeVrient and AAPL, this Texas-signed bill will hopefully be adopted by other states for the betterment of many land professionals.

"Thank you to association for entrusting me," DeVrient said in his acceptance speech. "Tell all the nonmembers in your local associations that the association [AAPL] does advocate on their behalf."

### SAVE THE DATES FOR THESE IN-PERSON EVENTS

### **REMINDER: Register Early & Save 20%**

Save 20% off live webinars and in-person education when you register two weeks prior to the event! Good for member and nonmember pricing. No promo code required. Prices will increase when event is within two weeks. Excludes Field Landman Seminars, Energy Institutes and one-hour webinars.

### ALL UPCOMING IN-PERSON EVENTS

Aug. 14 2023 Southwest Land Institute Arlington, TX

Oct. 11-13 AAPL RPL/CPL Certification Exam Review DFW, TX Aug. 23-25 AAPL RPL/CPL Certification Exam Review Oklahoma City, OK

Oct. 12 50th Annual Denver Land Institute Denver, TX Sept. 20-22 AAPL RPL/CPL Certification Exam Review Midland, TX

Oct. 24 2023 Women In Energy Institute

### SAVE THE DATES FOR THESE WEBINARS

### Aug. 3 Understanding Petroleum Economics 8:30 a.m. - 5 p.m. CDT

Aug. 23 Complex Surface Agreements — Hydrogen Leasing 11 a.m. - noon CDT Aug. 9 New Revenue From Old Deals 11 a.m. - noon CDT

ALL UPCOMING WEBINARS

Sept. 7 Joint Operating Agreements 8:30 a.m. - 4:15 p.m. CDT Aug. 22 Solar Lease Fundamentals 10 a.m. - 1 p.m. CDT

Sept. 14 Royalty Deductions 9 a.m. - noon CDT



### SAVE THE DATES FOR THESE RECENTLY ANNOUNCED FALL INSTITUTES



AAPL and the Denver Association of Professional Landmen are excited to join forces for a day of professional learning and networking featuring industry leaders speaking on legal and practical issues for landmen and land attorneys. The education takes place at the Denver Ritz-Carlton and is followed the exciting DAPL Rockies Bash at Wynkoop Brewing Company.

**Topics Include:** 

- Federal Land Panel ٠
- .

- Oil & Gas Law Update Oil & Gas Market Update Renewable Energy Law Update Water Rights in Oil & Gas Ethics of Al in Land & Legal Work Energy Dilemma DocuSeries .
- ٠

To access the DAPL member rate, AAPL members can register as a guest and enter the discount code 50thDLI. Discount code is valid for one registrant so groups need to register individually or

**MORE INFO & REGISTER** 

contact DAPL for an invoice.



AAPL is excited to offer the NEW Women in Energy Institute — Championing the Industry — at the JW Marriott in Houston! This institute is women, and is being led and championed by women leaders in the energy industry.

Special Features Include:

- 4 Education Tracks:
  - Land/Legal
  - Tech
  - Leadership Renewables
- Keynote Luncheon Panel: Barbara Baumann, Devon board chair; Nick Dell'Osso, Chesapeake CEO; Lindsey Miles, CPL, Devon vice president - land & regulatory and Julie Woodard, CPL, Chesapeake land
- manager VIP Lounge
- Dessert Bar
- Reception
- Wine Pull for Charity

**MORE INFO & REGISTER** 



### **ICYMI: GOV. ABBOTT SIGNS AAPL BILL EXPANDING** LANDMAN PROTECTIONS

2023 Presidential Meritorious Service Award recipient and chairman of AAPL's Governmental Affairs Committee Mark DeVrient, RPL, provided insight on AAPL successfully redefining "land services" in Texas to include new and emerging energy sources. The article will be featured in the September/October issue of the Landman magazine but can be read in it's entirety now in the <u>LANDNEWS</u> section of <u>landman.org</u>.

### **READ THE ARTICLE**

# JUNE KICK OFF PARTY

### JUNE 15, 2023 TROPICS, MORGANTOWN, WV













## Cover Your Assets Strategic ways to protect the company assets

Author: Renee Anderson

This article originally appeared in the 2023 July/August edition of the Landman Magazine and is reprinted with permission of the author.



This article discusses some of the issues you will encounter in your leasing activities and cost effective ways to protect or cover the company assets. A knowledgeable landman is our first line of defense for avoiding litigation. We trust our landmen to choose the correct forms to properly protect our valuable assets and use cost effective curative forms and legal principles to avoid future litigation.

### **OPEN MINE DOCTRINE**

One of the principles of leasing for oil, gas or other minerals often cited by landmen is the open mine doctrine. While landmen love this principal because we get to lease only the life tenant, can we really rely on it to cover the company assets?

A life estate can be created by deed, last will and testament, intestate succession laws or court order. The remainder interest is a future interest held by a third party that begins after the life estate ends. The general rule when leasing a life tenant and remaindermen is to examine the document, statute or court order that created the life estate to determine who can execute an oil and gas lease. If there is no explicitly controlling language that allows you to only lease the life tenant, it is a general rule, in most states, that you must lease both the life tenant and the remainderman to properly protect the company assets.

At about this time, the more experienced landmen out there are yelling: "What about the open mine doctrine?"

The open mine doctrine is an *exception* to the general rule that an operator must get consent from both the life tenant and the remaindermen prior to conducting operations. Most states recognize the doctrine and its ties to coal mining. States have tried to apply the doctrine to oil and gas leasing with limited positive results. In Pennsylvania, we recognize the open mine doctrine but consider it "an aid in construction and interpretation" of documents, and while West Virginia recognizes the open mine doctrine for oil and gas leasing in theory, we have no dispositive cases. Reliance on the open mine doctrine to cover the company assets is not a wise decision. Most states will only apply the open mine doctrine to already existing production but not when taking a new lease.

<sup>1</sup>Colorado: No cases on point.

Pennsylvania: "The open mine doctrine is not a rule of law but rather is an aid in the construction and interpretation of documents pertaining to mineral rights." Doverspike v. Chambers, 357 Pa. Super. 539, 516 A 2d 392 (1986). Courts will interpret each deed to determine the grantor's intent. Due to the lack of dispositive court decisions, you should always have the life tenant and remaindermen sign the same lease.

Ohio: In Foster v. Foster, 1980 WL 353971, Court of Appeals of Ohio, 5th District (1980), an oil and gas lease was in existence when the life estate was created, but the court determined that the life tenant did not have the authority to execute new leases.

Oklahoma: A lease alone will open the mine. However, if the lease in effect at the time the mine was open terminates, then the mine "closes." Nutter v. Stockton, 1981 OK 30, 626 P.2d 861(1981).

Texas: A lease alone will open the mine. Youngman v. Shular, 155 Tex. 437, 288 S.W.2d 495 (1956). However, open mine doctrine was not applicable beyond lease in existence at the time the life estate was created. Moore, et al. v. Vines, et al., 474 S.W.2d 437 (Tex. 1971).

If we cannot rely on the open mine doctrine, what is the best business practice for taking new leases? To fully cover the company assets, you should lease the life tenant and the remaindermen on the same lease. In Pennsylvania, we have the cautionary tale of *Orndoff v. Consumers' Fuel Co.*<sup>2</sup>, where the life tenant and remaindermen signed separate leases and the court found that the operator had to pay royalties on both leases.

For due diligence purposes, if you determine that the life tenant and remaindermen have not executed the same lease, you must next evaluate the risk involved with purchasing the lease. In the best-case scenario, the seller will cure the defect by having the remaindermen execute a ratification of the existing lease. It would be helpful to have the ratification contain payment provisions, but it is not necessary to the validity of the lease. If this is not possible, evaluate the document that creates the life estate and determine your risk level. Ideally the deed in question includes an exception and reservation of the oil and gas to the life tenant and explicitly gives the life tenant the right to lease the minerals. However, you should be cautioned, only signing the life tenant creates the potential for future litigation. You might win in court, but it could be costly.

Any deviation from leasing the life tenant and remainderman on the same lease has the risk of litigation. As we see from the case law, we cannot rely on the open mine doctrine to fully negate the threat for litigation when taking new leases.

### TOP LEASES

Another common situation encountered by the landman is the practice of top leasing. We cannot simply take a top lease with our company "standard" form and expect to have these new leases become effective without risk of litigation.

A top lease is a lease granted by a landowner, during the existence of a recorded mineral lease, which is to become effective when the existing lease expires or is terminated.<sup>3</sup> At one time, landmen considered top leasing immoral and illegal. Today top leasing is generally accepted as a competitive and sometimes necessary business decision. Top lessees can open themselves to multiple different litigation actions including but not limited to obstruction, trespass, slander of title and actions to quiet title.<sup>4</sup> Most court decisions will find the top lease is an obstruction to operating the bottom lease and the court will allow the bottom lessee a reasonable amount of time to drill a well, thus extending the primary term of the bottom lease.

West Virginia: Recognizes the open mine doctrine in theory in relation to oil and gas leases. This state does not have a lot of case law. Use extra caution when relying on the open mine doctrine.

<sup>2</sup> 308 Pa. 165, 162 A. 431 (1932).

<sup>3</sup> Williams & Myers, Manual of Oil and Gas Terms, 2019.

<sup>4</sup> Pennsylvania: Compare Wolf v. Guffey, 28 A. 1117, 161 Pa. 276 (1894) where top lease was held to be an unqualified declaration of forfeiture of a "drill or pay delay rental" bottom lease with Akin v. Marshall Oil Co., 41 A. 748, 188 Pa. 602 (1898), where execution of top lease "subject to" rights of bottom lease was not held to be a declaration of forfeiture of the bottom lease.

Ohio: Stahl v. Van Vleck, 41 N.E. 35, 53 Ohio St. 136 (1895). Obstruction and extension of primary term.

Texas: Once obstruction was proved, bottom lessee received a "reasonable time" to commence operations. See Miller v. Hodges, 260 S.W.2d 168 (Tex. Int. App. Ct. 1924).

West Virginia: Compare Guffey v. Hukill, 11 S.E. 754, 34 W.Va. 49 (1890), where top lease was held to be an unqualified declaration of forfeiture of a "drill or pay delay rental" bottom lease with Henne v. South Penn Oil Co., 43 S.E. 147, 52 W.Va. 192 (1903), where execution of top lease "subject to" rights of bottom lease was not held to be a declaration of forfeiture of the bottom lease.

Louisiana: Once obstruction was proved, bottom lessee was granted an extension of the bottom lease equal to the period of time left in the primary term when the top lease was taken. See Baker v. Potter, 65 So.2d 598, 223 La. 274 (1953).

Oklahoma: Mere execution of a top lease has been held to be obstruction of the bottom lease. See Simons v. McDaniel, 7 P.2d 419, 154 Okla. 168 (1932). Once obstruction was proved, bottom lessee received a "reasonable time" to commence operations. See Jones v. Moore, 338 P.2d 872 (Okla. 1959).

How should the landman take a top lease to cover the company assets and avoid litigation? First, you should have a top lease form that is separate and distinct from your company standard <sup>5</sup> that contains language that the top lease is "subject to" or "subordinate to" the rights, if any,<sup>6</sup> of the existing bottom lease. Next, you need to date and record your top lease as soon as possible to preserve your rights. However, your top lease needs an "effective date" that is effective at the end of the primary term or termination of the lease, whichever occurs first. An effective date after the end of the bottom lease is important for a few reasons. It combats allegations of slander of title and obstruction of the bottom lease and avoids having the top lease run concurrently with the bottom lease. Your payment dates should be based on the effective date and not the execution date.

And finally, you cannot conduct seismic activities, surveys or operations until the bottom lease has terminated – do not trespass!

Are there any ways to cover the company assets and avoid being top leased? Yes. Your company standard form could contain an automatic extension clause. In addition, your company standard lease might contain a right of first refusal to meet later offers to lease the land for the same terms. These two clauses also need to be in whatever document you record — lease or memorandum — to fully protect your interest.

What can you do if you are top leased by a competitor that has not read this article, and their top lease form does not contain any qualifying language? You can ask them to surrender the top lease and record that surrender. If the top lessor will not surrender the top lease, you can litigate the issue. Your causes of action can be any or all of the following: obstruction, slander of title and possibly trespass. If you are a successful litigant, you can extend the term of the bottom lease and potentially collect damages.

Pennsylvania: Compare Wolf v. Guffey, 28 A. 1117, 161 Pa. 276 (1894), where top lease was held to be unqualified declaration of forfeiture of a "drill or pay delay rental" bottom lease with Akin v. Marshall Oil Co., 41 A. 748, 188 Pa. 602 (1898), where execution of top lease "subject to" rights of bottom lease was not held to be a declaration of forfeiture of the bottom lease.

Ohio: Stahl v. Van Vleck, 41 N.E. 35, 53 Ohio St. 136 (1895). The court found obstruction and granted an extension of primary term.

Texas: Once obstruction was proved, bottom lessee received a "reasonable time" to commence operations. See Miller v. Hodges, 260 S.W.2d 168 (Tex. Int. App. Ct. 1924).

West Virginia: Compare Guffey v. Hukill, 11 S.E. 754, 34 W.Va. 49 (1890), where top lease was held to be an unqualified declaration of forfeiture of a "drill or pay delay rental" bottom lease with Henne v. South Penn Oil Co., 43 S.E. 147, 52 W.Va. 192 (1903), where execution of top lease "subject to" rights of bottom lease was not held to be a declaration of forfeiture of the bottom lease.

Louisiana: Once obstruction was proved, bottom lessee was granted an extension of the bottom lease equal to the period of time left in the primary term when the top lease was taken. See Baker v. Potter, 65 So.2d 598, 223 La. 274 (1953).

Oklahoma: Mere execution of a top lease has been held to be obstruction of the bottom lease. See Simons v. McDaniel, 7 P.2d 419, 154 Okla. 168 (1932). Once obstruction was proved, bottom lessee received a "reasonable time" to commence operations. See Jones v. Moore, 338 P.2d 872 (Okla. 1959).

See Morgan v. Fox, 536 S.W.2d 644 (Court of Appeals of Texas 1976).

### AFFIDAVITS

Historically, affidavits were handwritten witness statements, sworn under oath, admitted into evidence during litigation. Our industry has modified this concept into a preemptive curative measure to avoid litigation. Each state has many, many statutes setting forth what kinds of affidavits can be used and what information they must contain.

Affidavits do not have an acknowledgment completed by a notary. Instead, the notary public will take an oath from the person executing the affidavit swearing that all facts contained therein are true and then the notary fills out a jurat attesting that they took the oath. Lying under oath is called perjury and is a crime.

Our industry is currently using affidavits for building heirships, proof of corporate name changes, mergers, etc. No matter what reason you are using affidavits for curative work, you must ensure they comply with your state's laws.

The best reason to use affidavits is to bolster your defense of being a good faith trespasser if you inadvertently operate on an another's leasehold. The burden of proof lies with the trespasser to prove they have trespassed in good faith. The affidavit of nonproduction along with a title opinion setting forth all prior oil and gas leases and your corresponding well checks will hopefully turn you into a good faith trespasser. Your affidavit should contain a reference to all prior oil and gas leases with their recording information along with all assignments thereof. The affidavit should also contain a statement that the landowner is not receiving payments for any prior leases or wells except for the lease you just took from the landowner. Make sure that you do not accidentally record an affidavit of nonproduction on your new lease by recording the lease before your affidavit. It should be noted that the generic affidavits of nonproduction found in many company standard forms are not true affidavits because they are not given under oath.

Being found a good faith trespasser will allow you to recoup your costs for drilling a well on an another's leasehold. An affidavit that is correctly drafted, executed with a jurat, and recorded could potentially save you millions of dollars. Affidavits of nonproduction are a great way to cover your assets.

### **RECORDS OUTSIDE OF THE COURTHOUSE**

As the industry has leased and operated on all the "easy" tracts, it is becoming increasingly necessary to operate on tracts that will need a substantial heirship search. This has caused landmen and abstractors to rely on records located outside the courthouse. Many of us are using findagrave.com, ancestory.com and census data to find long lost heirs and lease them if we can. Using records located outside the courthouse is necessary, but how accurate are they and what do we need to know before relying on them to cover our assets?

Findagrave.com is a volunteer built website that assists users in finding the final resting places of their ancestors. The website states that its purpose is to create "an online, virtual cemetery experience." It allows users to link obituaries and other documents to the entries. One huge pitfall of this site is that it only lists the deceased relatives of the searched individual. So there exists a possibility that you are missing living descendants when compiling your search.

Ancestory.com is a compilation of vital records, census data and military records, to name a few. According to the site, 2 million records are added each day. This site allows users to create and publish their family trees, which are not always accurate. When conducting research for leasing or litigation activities, you cannot solely rely on these self-published family trees. It is easy to find many possible ancestors with the same last name, so you should independently verify the information contained therein.

Ancestory.com also allows users to upload their DNA to find relatives. Familial relationships based on DNA are not the same as familial relationships as recognized by intestate succession laws. It wasn't until the 1968 case of *Levy v. Louisiana*<sup>7</sup> that the U.S. Supreme Court ruled that state laws that denied illegitimate children rights based on their illegitimacy were unconstitutional under the Equal Protection Clause. Additionally, the statutes of limitations for contesting an estate vary by state but are generally very short. Consequently, you cannot use DNA results to complete your heirship search. Furthermore, a positive DNA match does not mean a person is an heir for intestate succession purposes.

Census data is often considered the backbone for family genealogy. While the records are not perfect, they can be fairly reliable. The main objection to census data is the fact that social norms change throughout history. This led to families Americanizing their last names, not reporting children born with disabilities and not disclosing their true ethnic backgrounds.

To fully cover your assets for new leasing activities, you will need to understand and be aware of any limitations the database of records located outside the courthouse contains and verify heirship information from multiple sources.

### THE ANCIENT DOCUMENT RULE

We can use the ancient document rule – an exemption to the hearsay rules – in a few strategic ways to cover our assets. Embodied in the Federal Rules of Evidence, the ancient document rule states "A document is presumed to be authentic because its physical condition strongly suggests authenticity, it has existed for 20 or more years, and has been maintained in proper custody." <sup>8</sup>

Each state has adopted its own version of this rule of evidence, which is one of practicality — it would be hard, if not impossible, to find a witness to verify the authenticity of a document this old. Additionally, courts find ancient documents to be particularly truthful because they were not drafted in preparation for litigation. The ancient document rule applies to written documents such as recitals in deeds and judgments, baptism and marriage records, internal company records and the county map hanging in the courthouse.

In *Matuszewski v. Pancoast*, <sup>9</sup> American heirs of the decedent tried to disinherit their European cousins. The court allowed ancient marriage and baptism records from Czechoslovakia to verify their familial relationship to the decedent. The records were admitted into evidence because these records satisfied the Ohio tripartite test: age, condition and custody. Age was an easy hurdle to clear as the documents were over 100 years old. As to condition and custody, the documents showed no signs of tampering and were found in the custody of the church, where they were expected to be found. It's important to note that the documents must be found where they are expected to be found. In this case, the documents came from a church in Czechoslovakia, not in a litigant's basement. Consequently, we can cover our assets by relying on ancient documents for building heirship searches and taking new leases. Even though these documents have no witnesses to verify the information contained therein, they would most likely be admitted into evidence in the event of a trial.

In Pennsylvania, we have a case covering ancient internal company documents. In *Lesnick v. Chartiers Natural Gas* Co.<sup>10</sup>, the landowner went to the courthouse and obtained a copy of the lease encumbering their land. The lease granted them the rights to free gas, and they subsequently sued to obtain these rights. Chartiers produced an unrecorded 1948 "lease agreement" that terminated the right to free gas. The court did not rely on this document for two main reasons: First, the date of the document could not be verified. Even though the document was dated, there was no way to verify that date — no acknowledgement taken by a notary and no official governmental stamps. Second, the court found that oil and gas rights are real property rights and must be recorded to fully protect the interests. To fully cover our company assets, we should ensure that documents that involve contractual rights are acknowledged by a notary and analyze if we should record the document if it involves or could potentially involve a real property interest.

<sup>7</sup> 391 U.S. 68 (1968).

<sup>8</sup> Fed. R. Evid. 901(b)(8).

<sup>9</sup> 38 Ohio App.3d 74 (1987).

<sup>10</sup> 889 A.2d 1282 (2005).

Finally, we have a case that applied the ancient document rule to that old map hanging in the courthouse. In *Gregory v. Long,* "the plaintiffs wanted to conduct timber operations on their land. To gain access to the land, they had a "right of way" that traversed the land of the defendants. At the beginning of the logging operations, the defendants blocked access to the right of way and denied that the plaintiffs could widen and improve the road or use the road for logging. The plaintiffs used a map made in 1905 showing the county roads and monuments of Upsur County, West Virginia. The Supreme Court allowed the map into evidence to prove that the right of way was actually a county road that was 33 feet in width. The court allowed the map into evidence because the map was made in 1905, a date verified by a newspaper article, the map was in a condition that creates no suspicion as to its authenticity, and it was found where you can expect to find it. Consequently, the case was remanded back to the trial court for further fact finding based on allowing the 1905 map into evidence.

While the ancient document rule is usually applied to deeds and their recitals in landwork, the rule can apply to other types of documents to help us complete heirship searches and potentially prove an access road is in fact a public road and not just an easement. We can also use the ancient document rule for internal company records, but this use becomes less certain as we learned in the case from Pennsylvania.

While the ancient document rule is not a sure way to win an argument, strategic use of the rule can help us cover the company assets if we understand the rule and apply it artfully — especially in the case of internal company records.

### ABOUT THE AUTHOR

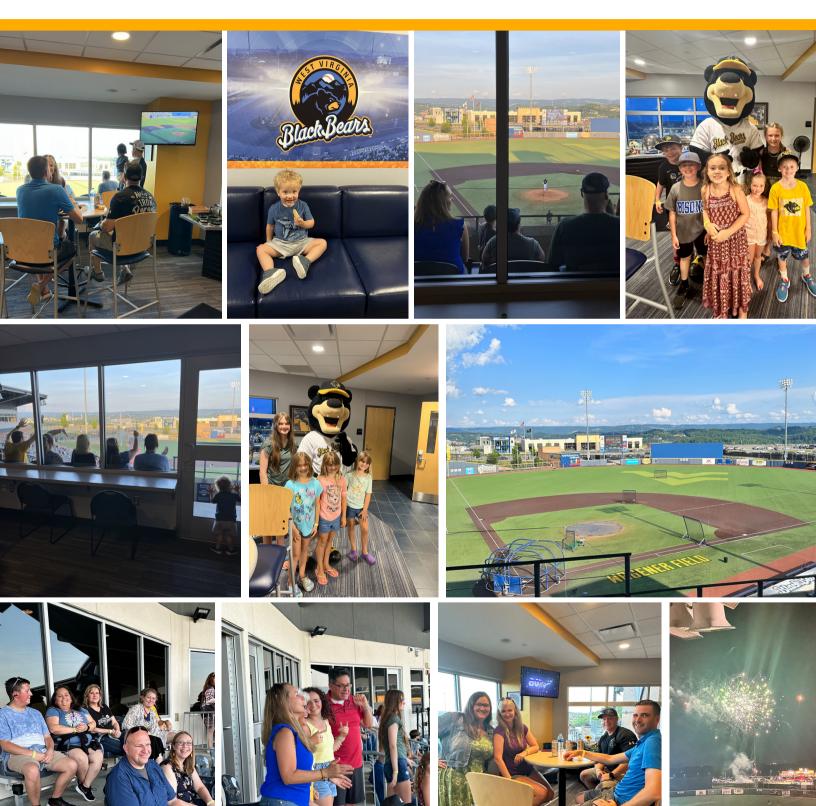
**Renee Anderson** is a partner at Cassidy Anderson and Kane in Greensburg, Pennsylvania and is a frequent speaker for energy conferences across the country.

<sup>11</sup> 875 S.E.2d 298, Supreme Court of Appeals of West Virginia (2022).



## JULY SOCIAL EVENT

JULY 14, 2023 MON COUNTY BALLPARK MORGANTOWN, WV





## Member Spotlight: Ashley Hardy



#### Tell us a little about yourself.

I am originally from Lewis County, WV and currently live in Harrison County, WV with my husband, Mike. I earned my Bachelor's Degree from Fairmont State University and I am also a licensed Real Estate Agent with Landmark Realty Services.

#### Who are you currently employed or contracted with?

National Right of Way Land Service, LLC.

## How long have you worked in the oil and gas industry? And what states do you have experience? And tell us about any other land organization you belong.

I have been a part of the oil and gas industry for 9 years, and I have experience in West Virginia, Ohio, Pennsylvania, Maryland, and Virginia. I am also part of the International Right of Way Association (IRWA), Women's Energy Network (WEN), Gas & amp; Oil Association of West Virginia (GO-WV) and the AAPL.

#### Tell us about your first position in the industry.

I first began my career as a title abstractor with National Right of Way Land Service, LLC.

#### What areas of the industry do you have experience in?

I have experience working in wind, solar, land, public utilities and oil and gas exploration. Along with establishing and managing field offices, my skill set would include: negotiations, acquisitions, construction damage settlements, interpreting alignment sheets and creating construction line lists. I also have experience in title research, drafting documents and contracts, handling landowner construction notifications, and processing documents and payments. I am also a Notary Public in West Virginia and Maryland.

#### Do you have a mentor in the industry? Can you provide details?

I do. It is Ann Davey, the owner of National Right of Way Land Service LLC. Having access to her expansive knowledge of the industry has been invaluable to me. She has advanced my career by continually teaching me new aspects of the industry and encouraging me to take on new roles within the company. Having a mentor like Ann in this industry to guide and challenge me has given me opportunities that I would not have been able to experience without her.

#### How long have you been a member of the MLBC. Do you currently have any certifications through the AAPL?

I just joined the MLBC this year and my first event was the Appalachian Land Institute. I do not have any certifications currently, but it is something that I look forward to obtaining in the future.

#### What benefits have you found as a member of the MLBC? What are your favorite aspects?

There are several benefits to being a member of the MLBC. Being able to meet like-minded people who share your experiences in the oil and gas industry, the continuing education that is provided by the AAPL, and the networking opportunities through the events that MLBC and AAPL provide.

## Do you serve the MLBC, AAPL, or any other organizations in an executive capacity and/or serve as a committee chair? Are you a member of any committees?

I am currently the Vice President of the International Right of Way Association (IRWA) West Virginia Chapter 21. I am also a member of the GO-WV Environmental and Safety Committee and the Producers Issues Committee.

## 12th Annual MLBC Fall Charity Golf Outing

**Presenting Sponsor** 



## **APPALACHIAN**

### MINERAL PARTNERS

Friday, September 29, 2022 Registration @ 8:30am Shotgun Start @ 10:00am

Southpointe Golf Club, Canonsburg, PA 15317 www.southpointegolfclub.com

Registration is now open for the 12th Annual MLBC Fall Charity Golf Event! This year's event will be held at Southpointe Golf Club in Canonsburg, PA.

This year's event will benefit *the WVU Childrens Hospital*. See your sponsorship dollars at work by visiting <u>www.childrens.wvumedicine.org</u>.

#### Schedule:

8:30am	Registration (cash bar will be open)
9:45am	Announcements by Pro Shop
10:00am	Shotgun Start (Boxed lunch provided on carts)
3:00pm	Cash Bar Open
3:30pm	Dinner
-	Awards, Raffle Prizes and 50/50 winners announced

## Sponsorship / Golf Opportunities

### Presenting Sponsor - \$3500

Four (4) golf registrations, Tent on the course, MLBC Newsletter Recognition, name/logo on all event related emails, prominent advertisement as presenting sponsor at the event and on all event correspondence

### Gold Sponsor - \$2500

Four (4) golf registrations, Tent on the course, signage on tee box, name/logo on all event emails, advertisement at the event

### Silver Sponsor - \$1000

Tent on the course, signage on tee box, name/logo on all event emails, advertisement at the event

### Raffle Sponsor - \$1000

Prize sponsorship for raffles after golf, name/logo on all event emails, advertisement at the event

### Tee Sponsor - \$500

Your Company name/logo will be posted on a tee sign in a visible location on one of the tee boxes as well as recognition at dinner.

### Personalized Sponsorships

If you are looking for a more personalized way to reach individual golfers, contact us and we can show you available options, or we would be happy to pass out your company swag (ex. Tumblers, golf towels, golf balls)

### Individual Golfers / Foursomes

\$250 per golfer / \$1000 per foursome

Please contact MLBC Fall Golf Chair Steve Carr (stevecarr@dudley-land.com) with any questions.

# **Basin Brief**

West Virginia

Ohio

Pennsylvania

60

**BASIN BRIEF** 

86

**Approved (Issued) Permits** 

https://jkpcdata.com/

BASIN ACTIVITY INFORMATION PROVIDED BY JKPC, INC. PETROLEUM CONSULTANTS AND IS CURRENT AS OF JUNE 2023.



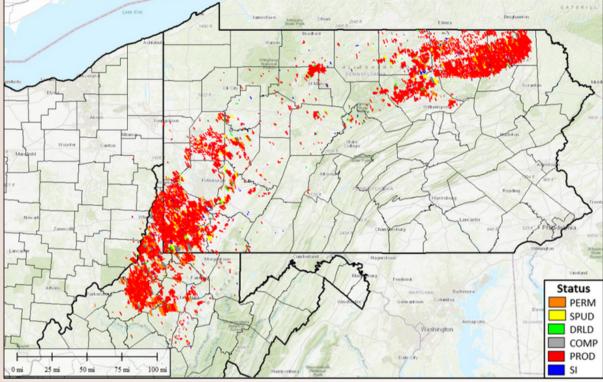
## **PERMIT DETAILS**

NO.	API	STATE	COUNTY	OPERATOR	PERMIT DATE	RESERVOIR
1	34-059-24628-0000	OH	Guernseq	Ascent	06/02/2023	Utica
2	34-059-24629-0000	OH	Guernsey	Ascent	06/02/2023	Utica
3	34-013-21572-0000	OH	Belmont	Ascent	06/06/2023	Utica
4	34-067-21753-0000	OH	Harrison	Ascent	06/08/2023	Utica
5	34-067-21754-0000	OH	Harrison	Ascent	06/08/2023	Utica
6	34-067-21755-0000	OH	Harrison	Ascent	06/08/2023	Utica
7	34-081-20988-0000	OH	Jefferson	Ascent	06/08/2023	Utica
8	34-081-20989-0000	OH	Jefferson	Ascent	06/08/2023	Utica
9	34-019-22857-0000	OH	Carroll	INR Operating	06/15/2023	Utica
10	34-019-22858-0000	OH	Carroll	INR Operating	06/15/2023	Utica
11	34-019-22859-0000	OH	Carroll	INR Operating	06/15/2023	Utica
12	34-121-24668-0000	OH	Noble	Antero	06/15/2023	Utica
13	34-019-22860-0000	OH	Carroll	INR Operating	06/27/2023	Utica
14	34-019-22861-0000	OH	Carroll	INR Operating	06/27/2023	Utica
15	34-019-22862-0000	OH	Carroll	INR Operating	06/27/2023	Utica
16	34-019-22863-0000	OH	Carroll	INR Operating	06/27/2023	Utica
17	34-019-22864-0000	OH	Carroll	INR Operating	06/27/2023	Utica
18	37-059-28306	PA	Greene	EQT	06/01/2023	Marcellus
19	37-059-28307	PA	Greene	EQT	06/01/2023	Marcellus
20	37-059-28308	PA	Greene	EQT	06/01/2023	Marcellus
21	37-059-28309	PA	Greene	EQT	06/01/2023	Marcellus
22	37-059-28310	PA	Greene	EQT	06/01/2023	Marcellus
23	37-059-28311	PA	Greene	EQT	06/01/2023	Marcellus
24	37-059-28070	PA	Greene	EQT	06/01/2023	Marcellus
25	37-015-23861	PA	Bradford	Chesapeake	06/05/2023	Marcellus
26	37-015-23862	PA	Bradford	Chesapeake	06/05/2023	Marcellus
27	37-015-23863	PA	Bradford	Chesapeake	06/05/2023	Marcellus
28	37-113-20461	PA	Sullivan	Chesapeake	06/08/2023	Marcellus
29	37-113-20462	PA	Sullivan	Chesapeake	06/08/2023	Marcellus
30	37-113-20463	PA	Sullivan	Chesapeake	06/08/2023	Marcellus
31	37-005-31473	PA	Armstrong	Snyder Bros	06/15/2023	Marcellus
32	37-005-31474	PA	Armstrong	Snyder Bros	06/15/2023	Marcellus
33	37-005-31475	PA	Armstrong	Snyder Bros	06/15/2023	Marcellus
34	37-005-31476	PA	Armstrong	Snyder Bros	06/15/2023	Marcellus
35	37-005-31477	PA	Armstrong	Snyder Bros	06/15/2023	Marcellus
36	37-005-31478	PA	Armstrong	Snyder Bros	06/16/2023	Marcellus
37	37-005-31479	PA	Armstrong	Snyder Bros	06/16/2023	Marcellus
38	37-005-31480	PA	Armstrong	Snyder Bros	06/16/2023	Marcellus
39	37-005-31481	PA	Armstrong	Snyder Bros	06/16/2023	Marcellus
40	37-051-24671	PA	Fagette	EQT	06/16/2023	Marcellus
41	37-051-24674	PA	Fayette	EQT	06/16/2023	Marcellus
42	37-051-24666	PA	Fagette	EQT	06/16/2023	Marcellus
43	37-003-22633	PA	Allegheny	Olympus Energy	06/20/2023	Marcellus
44	37-003-22635	PA	Allegheng	Olympus Energy	06/20/2023	Marcellus
45	37-003-22636	PA	Allegheny	Olympus Energy	06/20/2023	Marcellus
46	37-003-22637	PA	Allegheng	Olympus Energy	06/20/2023	Marcellus
47	37-015-23864	PA	Bradford	Chesapeake	06/21/2023	Marcellus

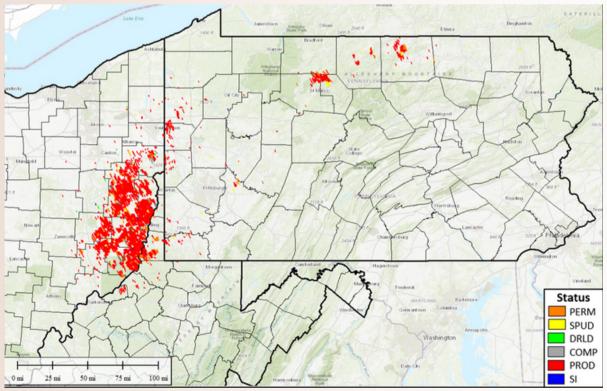
48	37-015-23866	PA	Bradford	Chesapeake	06/22/2023	Marcellus
49	37-015-23865	PA	Bradford	Chesapeake	06/26/2023	Marcellus
50	37-115-23097	PA	Susquehanna	Coterra	06/27/2023	Marcellus
51	37-125-29062	PA	Washington	Range Resources	06/27/2023	Marcellus
52	37-125-29063	PA	Washington	Range Resources	06/27/2023	Marcellus
53	37-125-29064	PA	Washington	Range Resources	06/27/2023	Marcellus
54	37-125-29065	PA	Washington	Range Resources	06/27/2023	Marcellus
55	37-125-29066	PA	Washington	Range Resources	06/27/2023	Marcellus
56	37-125-29067	PA	Washington	Range Resources	06/27/2023	Marcellus
57	37-125-29068	PA	Washington	Range Resources	06/27/2023	Marcellus
58	37-033-27263	PA	Clearfield	Campbell O&G	06/27/2023	Marcellus
59	37-051-24672	PA	Fagette	EQT	06/27/2023	Marcellus
60	37-115-23094	PA	Susquehanna	Coterra	06/27/2023	Marcellus
61	37-115-23095	PA	Susquehanna	Coterra	06/27/2023	Marcellus
62	37-115-23096	PA	Susquehanna	Coterra	06/27/2023	Marcellus
63	37-129-29195	PA	Westmoreland	#N/A	06/29/2023	Marcellus
64	37-129-29194	PA	Westmoreland	#N/A	06/29/2023	Marcellus
65	37-129-29193	PA	Westmoreland	#N/A	06/29/2023	Marcellus
66	37-059-28314	PA	Greene	CNX	06/30/2023	Marcellus
67	37-059-28315	PA	Greene	CNX	06/30/2023	Marcellus
68	37-059-28316	PA	Greene	CNX	06/30/2023	Marcellus
69	37-059-28317	PA	Greene	CNX	06/30/2023	Marcellus
70	37-115-23110	PA	Susquehanna	Coterra	06/30/2023	Marcellus
71	37-115-23111	PA	Susquehanna	Coterra	06/30/2023	Marcellus
72	37-115-23112	PA	Susquehanna	Coterra	06/30/2023	Marcellus
73	37-115-23113	PA	Susquehanna	Coterra	06/30/2023	Marcellus
74	37-115-23114	PA	Susquehanna	Coterra	06/30/2023	Marcellus
75	37-115-23115	PA	Susquehanna	Coterra	06/30/2023	Marcellus
76	37-115-23116	PA	Susquehanna	Coterra	06/30/2023	Marcellus
77	37-115-23117	PA	Susquehanna	Coterra	06/30/2023	Marcellus
78	47-009-00336	WY	Brooke	SWN	06/05/2023	Marcellus
79	47-009-00337	WV.	Brooke	SVN	06/05/2023	Marcellus
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82	47-061-01931	WV	Monongalia	Northeast Natural	06/07/2023	Marcellus
83	47-061-01932	WV.	Monongalia	Northeast Natural	06/07/2023	Marcellus
84	47-061-01934	WV	Monongalia	CNX	06/12/2023	Marcellus
85	47-061-01935	VV	Monongalia	CNX	06/12/2023	Marcellus
86	47-051-02499	WV.	Marshall	SVN	06/23/2023	Marcellus



## MARCELLUS WELLS BY STATUS



## UTICA WELLS BY STATUS





### PERMITTING SUMMARY BY STATE

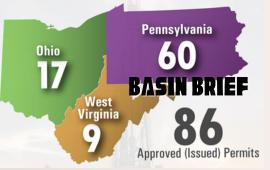
STATE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
OH	36	22	22	12	12	17	75	75	79	75	75	70
PA	70	86	84	57	50	60	20 20	29. 29.	19	1	29. 29.	- <u></u>
WV	11	11	11	19	11	9	-	1 H	-	-	-	-
TOTAL	117	119	117	88	73	86	-	-	-	-	-	

## PERMITTING SUMMARY BY OPERATOR

OPERATOR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
EQT		23	14	14	7	11	-						69
Coterra	13	20	3	15	3	12	-	-	-	-	-	-	66
Antero	10	3	11	18	10	1	-	-	-	1		-	53
Chesapeake	13	1	18	1	10	9	-	-	-	-		-	52
Range Resources	5	3	11	7	8	7	-	-	-	-	-	-	41
Ascent	9	3	9	1	-	8	-	-	-	-	-	-	30
CNX	2	2	10	1	7	6	-	-			-	-	28
Snyder Bros	2	5	8	-	2	9	-		-	-	-	-	24
Encino	8	4	4	-	5	-	-	-	-	-	-	-	21
Olympus Energy	2	6	1	3	4	4	-	-	-	-	-	-	20
Others (23)	53	49	28	29	19	19	-	-		-	-	-	197
TOTAL	117	119	117	89	73	86	-	-	-	-	-	-	601

## **RIG ACTIVITY SUMMARY**

STATE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
OH	14	14	12	11	10	12				-		
PA	21	23	24	25	25	23	-	2	-	9		-
WV	17	15	15	16	15	13	-	-	-	-	-	-
TOTAL	52	51	51	52	50	48						



## PRODUCING WELL COUNT BY RESERVOIR

RESERVOIR	OH	PA	wv	TOTAL
Marcellus	48	10,692	3,481	14,221
Utica	3,096	386	108	3,590
Burkett	-	237	30	267
TOTAL	3,144	11,315	3,619	18,078

### PRODUCING MARCELLUS WELLS

OPERATOR	ОН	PA	wv	TOTAL
EQT	(172)	1,486	679	2,165
Chesapeake		1,539	1929	1,539
Range	(17.2)	1,487	(177)	1,487
SWN	30	762	599	1,391
Antero	(1972)	(152)	1,145	1,145
Coterra		1,015	-	1,015
Seneca	(1972)	797	(177)	797
Repsol		737	-	737
Rice	(1972)	520	(177)	520
CNX	1	420	77	498
Others (64)	17	1,929	981	2,927
TOTAL	48	10,692	3,481	14,221

## **PRODUCING UTICA WELLS**

OPERATOR	ОН	PA	wv	TOTAL
Encino	956	-	-	956
Ascent	821	2	2	821
Gulfport	425		i.	425
Antero	234	2	1	235
SWN	198	2	5	205
Seneca	2	165	2	165
Hilcorp	54	92	-	146
Rice	142	1	-	143
CNX	45	20	5	70
Tug Hill	2	2	66	66
Others (20)	221	106	31	358
TOTAL	3,096	386	108	3,590

# **STAY CONNECTED!**

Follow us on our social media channels for news & updates!





<u>@mlbc-aapl</u>



Aichael Late Benedum Chapter of AAPL



<u>@mlbc-aapl</u>





## MLBC

# UPCOMING EVENTS



### **EDUCATIONAL LUNCHEON**

Join us at Bella Sera in Canonsburg, PA to hear Nik Tysiak and Kevin West give OH and WV updates. 1 CE available



**EDUCATIONAL LUNCHEON** Join us at the Galley in Marietta for an educational luncheon. Speaker and details coming soon.



FALL CHARITY GOLF OUTING Southpointe Golf Club. Registration coming soon.



FALL CHARITY CLAY SHOOT Hunting Hills Shooting Preserve. Register at www.mlbcfoundation.org



**EDUCATIONAL LUNCHEON** Join us at Erickson Alumni Center for an educational luncheon. Speaker and details coming soon.

FOR MORE INFORMATION:

## www.mlbc-aapl.org

# 2023-2024 EXECUTIVE COMMITTEE





### President

Lhag Bowers, RPL Percheron, LLC. <u>lhag.bowers@percheronllc.com</u>



Vice President John Catsonis Apex Land Corp. jcatsonis@apexlandcorp.com



Sergeant At Arms

Ben McKinney Steptoe and Johnson <u>ben.mckinney@steptoe-johnson.com</u>



Local Director Daniel Cooper Amecos Resources, LLC daniel.cooper82@gmail.com



Secretary Kevin Pierson Blue Duck Resources kp@blueduckres.com



Local Director Tyler Murrary Percheron, LLC tylermurray.land@gmail.com



### **Regional Director**

Jeremy White Ten Mile Land, LLC <u>jeremywhite@tenmileland.com</u>



Treasurer Stacy Tichy, RPL Percheron, LLC <u>stacy.tichy@percheronllc.com</u>



Local Director Steve Carr Dudley Land Company <u>SteveCarr@dudley-land.com</u>



### **President Emeritus**

Justin Nixon, CPL Northeast Natural Energy jnixon@nne-llc.com

# 2023-2024 **COMMITTEE CHAIRS**



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SPONSORSHIP: HARRY HEINBAUGH



HISTORIAN: DAVID AMAN



SCHOLARSHIP/UNIVERSITY LIASON: ROB GREINER HARRY.<u>HEINBAUGH@PERCHERONLLC.COM</u>DAVID.W.AMAN@DOMINIONENERGY.COMR<u>GREINER@RKGCONSULTINGSERVICES.COM</u>



CO-EDUCATION: CHUCK SAFFER



CO-EDUCATION: BILL O' BRIEN BILL.O'BRIEN@STEPTOE-JOHNSON.COM



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WOMEN OF THE MLBC: BRITNEY CROOKSHANKS BCROOKSHANKS@INFINITYNR.COM



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## MLBC MEMBERSHIP REPORT JULY 2023



New members are approved on a monthly basis. If the need arises to move along membership approval (ex. Ohio Landman Registration), please email Abby Veigel: <u>abbyveigel@mlbc-aapl.org</u>

## **Total Members: 610**

<b>Active</b> :	394
Active PP:	30
Honorary:	10

Total Active: 424

% Active: 69.51%

Associate : 102 Student: 74

## **MEMBERSHIP INFORMATION**



The MLBC membership application is located on the website at <u>www.mlbc-aapl.org</u>. Please check your information on the website prior to submitting your renewal. The <u>MLBC website</u> has an updated version of the membership listing. Please use this resource if you cannot find yours or others information in the directory. Please report any errors or omissions to Abby Veigel at <u>abbyveigel@mlbc-aapl.org</u>.

Application for membership in the Association shall be subject to the approval by a majority vote of the Executive Committee at a regularly scheduled meeting and shall require the signed approval by the acting President of the Executive Committee, as evidence of the Committee's approval.

