

**2023 Fundamentals of Oil, Gas and Mineral Law**  
**April 13, 2023 • Royal Sonesta Hotel Houston • Houston, TX**  
**April 13, 2023 • Live Webcast**

**Thursday Morning, Apr. 13, 2023**

**Presiding Officer:**

**Kelli Tieken Kenney**, McElroy, Sullivan, Miller & Weber, LLP - Austin, TX


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| 7:30 am<br>In Houston Only            | <p><b>Registration Opens</b></p> <p>Includes continental breakfast.</p>   |
| 8:30 am                               | <p><b>Welcoming Remarks</b></p>   |
| 8:40 am<br>0.50 hr                    | <p><b>So You Want to Drill Your Own Oil Well? An Oil and Gas Drilling Primer</b></p> <p>Hear an overview of the process of finding oil and gas and bringing it to the surface, as well as some of the needed agreements.</p> <p>Frank N. Cusimano III, Attorney at Law - Montgomery, TX</p>   |
| 9:10 am<br>0.50 hr                    | <p><b>The Rule of Capture, Correlative Rights and Principles of Conservation</b></p> <p>Examine the effects of the Rule of Capture, and discuss well spacing, production limitations, pooling and unitization, and related environmental regulation. Hear a description of agency rules and regulations, rule-making and adjudication procedures, along with a judicial review of agency actions including the concepts of collateral attack, exhaustion of administrative remedies, primary jurisdiction, and standards of deference.</p> <p>James Coleman, Southern Methodist University - Dallas, TX</p> |
| 9:40 am<br>0.50 hr                    | <p><b>What You (Yes, You) Need to Know to Drill and Complete an Oil or Gas Well in Texas</b></p> <p>An overview of the key rules, forms and trouble spots involved in obtaining authority from the Railroad Commission of Texas to drill and complete an oil or gas well.</p> <p>William "Bill" Hayenga II, McElroy, Sullivan, Miller &amp; Weber, LLP - Austin, TX</p>   |
| 10:10 am                              | <p><b>15 Minute Break</b></p>   |
| 10:25 am<br>0.75 hr<br>0.25 hr ethics | <p><b>The Oil and Gas Lease, Part I: Classification, Scope of Grant and Duration</b></p> <p>An in-depth focus on how an oil and gas lease is classified in law and on the key clauses of the lease.</p> <p>Monika U. Ehrman, Southern Methodist University Dedman School of Law - Dallas, TX</p>  |

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| <p>11:10 am<br/>0.75 hr</p>         | <p><b>Texas Title Examination Standards: Introduction and Practical Exercises</b></p> <p>Take a look at the use of Title Examination Standards to address common defects, exceptions, and errors found in the chain of title to land. Explore the language of the standards, times when they are applicable, and the commentary of applicable law for each standard. Take part in a few practical examination exercises using actual situations encountered in title examination.</p> <p>Paul Santoyo, Santoyo Wehmeyer P.C. - San Antonio, TX</p> |
| <p>11:55 am<br/>In Houston Only</p> | <p><b>Pick up Lunch</b></p> <p>Included in registration.</p>   |

**Thursday Afternoon, Apr. 13, 2023**

**Presiding Officer:**  
**Kelli Tieken Kenney**, McElroy, Sullivan, Miller & Weber, LLP - Austin, TX

**LUNCHEON PRESENTATION**

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|   | <p><b>Thank You to Our Luncheon Sponsor</b></p>  <p>The logo features a stylized 'SW' monogram in a dark blue color. Below the monogram, the text 'SANTOYO WEHMEYER P.C.' is written in a smaller, dark blue, sans-serif font. Underneath that, the words 'ENERGY ATTORNEYS' are written in an even smaller, dark blue, sans-serif font.</p>   |
| <p>12:15 pm<br/>0.50 hr ethics</p>            | <p><b>What to Do When You Receive a Threat of Legal Malpractice</b></p> <p>A presentation on the considerations and steps to take when you are threatened with a legal malpractice claim. A discussion of things you should and should not do or say.</p> <p>Patricia Peterson, Texas Lawyers' Insurance Exchange - Austin, TX</p>   |
| <p>12:45 pm</p>                               | <p><b>15 Minute Break</b></p>  |
| <p>1:00 pm<br/>0.75 hr<br/>0.25 hr ethics</p> | <p><b>The Oil and Gas Lease, Part II: The Royalty Clause in an Oil and Gas Lease</b></p> <p>In Texas, the calculation of the royalty obligation created under an oil and gas lease is determined by looking at the specific language contained in the royalty clause. Royalty terms in the lease such as "market value at the well" or "amount realized" establish how the royalty payor must measure and calculate royalty, and what post-production costs can be allocated to the lessor interest. This presentation reviews some of the principal phrases used to describe such obligations and how the Texas courts have interpreted them, and examines how that same language has been interpreted differently in other jurisdictions. It analyzes the impact of division and transfer orders and royalty payment statutes on royalty obligations contained in the lease.</p> <p>William R. Keffer, Texas Tech University School of Law - Lubbock, TX</p> |

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| <p>1:45 pm<br/>0.75 hr<br/>0.25 hr ethics</p> | <p><b>Oil and Gas Conveyancing - Capturing the Intent of the Parties</b></p> <p>Explore some of the pitfalls related to conveyances of minerals and royalties (both fixed and floating).</p> <p>Jasper Mason, Marathon Oil - Houston, TX</p>   |
| <p>2:30 pm<br/>0.75 hr</p>                    | <p><b>The Oil and Gas Lease, Part III: Implied Covenants</b></p> <p>Examination of the law of implied covenants, including the duties imposed, elements necessary to establish a claim, and remedies and defenses available.</p> <p>Keith B. Hall, Louisiana State University Paul M. Hebert Law Center - Baton Rouge, LA</p>  |
| <p>3:15 pm</p>                                | <p><b>10 Minute Break</b></p>  |
| <p>3:25 pm<br/>0.50 hr</p>                    | <p><b>Voluntary Pooling and Unitization</b></p> <p>Review voluntary pooling as authorized in an oil and gas lease, which provides the lessee a means to combine acreage under one lease with acreage underlying adjacent tracts. Also, explore the voluntary unitization statute in Texas under which the Railroad Commission approves field-wide units, which may combine acreage from numerous tracts and leases for the purpose of enhanced recovery or re-pressuring operations.</p> <p>Katy Wehmeyer, Santoyo Wehmeyer P.C. - San Antonio, TX</p> |
| <p>3:55 pm<br/>0.50 hr</p>                    | <p><b>The Oil and Gas Lease, Part IV: Other Clauses</b></p> <p>Review other clauses in an oil and gas lease, including surface use clauses and riders, retained acreage and proportionate reduction clauses, and savings clauses such as continuous operations, dry hole, force majeure, and shut-in gas royalty clauses.</p> <p>Christopher S. Kulander, South Texas College of Law - Houston - Houston, TX</p>   |
| <p>4:25 pm<br/>0.75 hr</p>                    | <p><b>The 2015 AAPL Form 610 JOA - How to Complete It and Live With It</b></p> <p>A checklist and guide to filling in all of the blanks in the 2015 AAPL Joint Operating Agreement and drafting suggestions along with some suggested additional provisions.</p> <p>Martin Gibson, Gibson Oil &amp; Gas Law - Cedar Creek, TX</p>  |
| <p>5:10 pm</p>                                | <p><b>Adjourn</b></p>  |