

MAY 2020 DAPL NEWSLETTER



2019 – 2020 DAPL BOARD OF DIRECTORS

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AAPL Director

Matt McCauley, CPL

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ATTENTION: DAPL MEMBERS

Nominations for DAPL Board of Directors are due.

If you or someone you know is interested in serving on the DAPL Board of Directors please email Alicia Surratt at Alicia.Surratt@jpmorgan.com

The DAPL Board of Directors is looking for individuals that are willing to dedicate their time and energy to the continued success of the DAPL.

Deadline to submit is Friday, May 29th.

All Board Positions are for a 3 Year Term.

AAPL STATEMENT REGARDING CORONAVIRUS

AAPL is taking all developments concerning the coronavirus (COVID-19) very seriously and will continue to closely monitor the situation. At this time, we have made the difficult decision to postpone all in-person education events through **June 25, 2020**, to prevent the potential spread of the virus. We will continue to monitor the situation along with health authorities and the association's volunteer leaders. The health and safety of all our attendees is our highest priority.

Due to the ongoing uncertainty regarding the coronavirus situation, AAPL will not charge a cancellation fee if you decide to not attend an in-person event in the interim based on concerns around your health or travel.

Originally posted on AAPL's website <https://www.landman.org/calendar-and-events/calendar>

A message from AAPL President Jay Beavers

Two proposed bylaws changes were sent to every AAPL Active member last week.

The first recommendation is to change the definition of “landwork.” As you know, the definition of landwork is central for determining applicant qualifications for Active membership and for certification. This recommendation was prepared by the Membership Committee because a large number of our members have been working as land professionals for alternative energy companies. Although many of these professionals may return to the oil and gas sector when its job market improves, the intent of the proposed change was to acknowledge that these AAPL members are still performing landwork — by definition — and to ensure AAPL’s bylaws reflect that these members fully qualify for all the benefits afforded to AAPL Active members.

We are not, in any way, trying to exclude any land professionals — whether existing members or potential new members — who are performing landwork in any phase of the energy or hard mineral industry. The proposed change was in no way intended to revise AAPL’s inclusion of members — or future members — who work in the hard minerals industry, regardless of whether they are working coal, lignite, gold, silver or any other metallic or non-metallic mineral. For that reason, “minerals” continues to be utilized as a broad term, not only inclusive of oil and gas but also including all other mineral substances.

A perfect definition of landwork may not exist, but the intent of the Membership Committee, with concurrence from the Executive Committee and the Board of Directors, is for AAPL to provide every professional landman — regardless of specialization — with the benefits of AAPL membership. Some of you have expressed concerns that we are opening the door for licensing and regulation under various real estate governing bodies. That issue was carefully considered and our attorneys firmly believe that this proposed change will not affect our ability to legally distinguish the work of AAPL members from that of a real estate agent/broker, nor will it adversely affect our ability to continue to fight licensing in any form.

The second item on the ballot is a proposal to change the definition of student membership in the bylaws so that it will be aligned with the policy manual. This proposal was prepared by the Accreditation Committee and blessed by the Membership Committee prior to going to the Bylaws and Policy Manual Review Committee.

Both of these proposals were reviewed by the Bylaws and Policy Manual Review Committee prior to submittal to the Executive Committee in March. The ExCom discussed both of these proposals in great detail, made a few changes and delivered them to the round table the next morning. Both proposals were discussed at the voluntary round table discussion with approximately 50 board members, committee chairmen and assistant chairmen in attendance. The round table participants suggested a few changes to the definition of landwork.

The next day, the Board of Directors discussed the proposals for over an hour. Both proposals were approved by the Board of Directors after deleting one word from the landwork definition.

The purpose of this email is to let our voting members know that almost 100 AAPL members were involved in the process and to ask for your support by voting in favor of both proposals. AAPL’s officers and board members firmly believe that AAPL must continue to ensure that its bylaws reflect

the evolving nature of how its members use their professional skills. In the same way that many years ago AAPL voted to change its name from the American Association of Petroleum Landmen to the American Association of Professional Landmen, this proposed change will ensure AAPL represents the best interest of all its members.

You will each receive an electronic ballot during the week of the Annual Meeting. The proposed changes will be voted on separately.

Thank you for your participation.



2020 DAPL Golf Tournament

Registration is now Open!



Benefiting the Scottish Rite Hospital



Friday, October 16, 2020 1:30 PM – 6:30 PM

Cowboys Golf Club, 1600 Fairway Drive, Grapevine, TX 76051

The tournament this year will be at Cowboys Golf Club in Grapevine, TX and will be a flighted four-man scramble with a **shotgun start at 1:30 pm**. Fee includes lunch, dinner, refreshments on and off the course, and unlimited use of the driving range. You will be slotted based upon a **first full-team paid basis**.

We ask that you assemble your foursome with all verifiable handicaps as well as contact phone number, email address, and SHIRT SIZE. A handicap must be listed for each member in order to properly flight the teams.

The **ENTRY DEADLINE** is **October 1, 2020** and we expect this tournament to sell out quickly. **The tournament sold out in two weeks last year and we expect the same this year.** To ensure your spot in the tournament and for our planning purposes, please have your entry form and payment in as early as possible. The 1:30 tee time will be granted on a first come, first serve basis (entry form/fee received). Once the tournament fills up there will be a waiting list. **DUE TO TIME CONSTRAINTS WE WILL ONLY ALLOW 36 TEAMS TO ENTER THE TOURNAMENT.**



Lunch and Registration begin at 11:30 - Dinner/prizes immediately following tournament

Should you have any questions or concerns, please do not hesitate to contact Mason McCowen at (512) 289-3145 or email: mmccowen@sponterresources.com

Over the last three years, DAPL donated approximately \$60,000 to our local Texas Scottish Rite Hospital for Children (TSRH).

We are looking forward to seeing everyone planning on attending the upcoming DAPL Golf Tournament!!

SPONSORSHIP FORM
DAPL ANNUAL GOLF TOURNAMENT

Celebrating 30 Years Benefiting Texas Scottish Rite Hospital for Children

Friday October 16th, 2020, 1:30pm Shotgun Start

Please check the box you or your company desires and forward this form and donation, along with a completed entry form and any applicable entry fees by October 1, 2020 to:

TO PAY BY CHECK

Checks payable to: DAPL Golf Tournament

Mail to: Sponte Resources
Attn: Mason McCowen
PO Box 131323
Dallas, Texas 75313

TO PAY ONLINE

[Email form to: golf-tournament@dapl.org](mailto:golf-tournament@dapl.org)

www.dapl.org

Click on the Contact Us tab, click on payment/donations, then choose from the drop down menu for golf entry fee and enter your cc information. A processing fee of 1% will be assessed for online payments

☐ **Dinner Sponsor \$5,000**

Includes four (4) players (lunch, dinner, golf)
Sponsor Board and GPS Advertisement
DAPL Newsletter and DAPL Website recognition for full year.
Company Logo on DAPL website with link to Company website

☐ **Polo Sponsor \$5,000**

Includes four (4) players (lunch, dinner, golf)
Sponsor Board and GPS Advertisement
DAPL Newsletter and DAPL Website recognition for full year.
Company Logo on DAPL website with link to Company website

☐ **Lunch Sponsor \$5,000**

Includes four (4) players (lunch, dinner, golf)
Sponsor Board and GPS Advertisement
DAPL Newsletter and DAPL Website recognition for full year.
Company Logo on DAPL website with link to Company website

☐ **Beverage Station Sponsor (2 available) \$2,500**

Includes four (4) players (lunch, dinner, golf)
Sponsor Board and GPS Advertisement
DAPL Newsletter and Website recognition for full year
Tent/Table and booze option through Cowboys on the course.

☐ **Hole Sponsors (18 available) \$1,500/sponsorship**

Includes four (4) players (lunch, dinner, golf, etc.)
Exclusive hole sign (only one per hole) and Sponsorship Board
DAPL Newsletter and DAPL website recognition for full year

☐ **Beverage Cart Sponsor \$2,**

Includes four (4) players (lunch, dinner, golf, etc.)
Sponsor Board and Logo on Beverage Cart
DAPL Newsletter and DAPL website recognition for full year

☐ **Golf Ball Launcher \$2,500**

Includes four (4) players (lunch, dinner, golf, etc.)
Sponsor Board, Hole Sign, GPS Advertisement
tent/table provided at tee-box
DAPL Newsletter and Website recognition

☐ **Scorecard Sponsor \$2,**

Includes (4) players (lunch, dinner, golf, etc.)
Sponsor Board, Hole Sign, GPS Advertisement
Company Logo on Scorecards
DAPL Newsletter and DAPL Website Recognition

☐ **Hole In One Sponsor \$2,**

Includes (4) players (lunch, dinner, golf, etc.)
Sponsor Board, Hole Sign, GPS Advertisement
DAPL Newsletter and DAPL Website Recognition for full year

☐ **Sideline Grill Sponsor \$2,**

Includes (4) players (lunch, dinner, golf, etc.)
Sponsor Board, Hole Sign, GPS Advertisement
DAPL Newsletter and DAPL Website Recognition for full year

☐ **Golf Ball Sponsor \$5,000**

Includes (4) players (lunch, dinner, golf, etc.)
Sponsor Board, Hole Sign, GPS Advertisement
DAPL Newsletter and DAPL Website Recognition for full year

☐ **28 individual spots \$250/player**

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

TEAM ENTRY FORM - FOUR PERSON SCRAMBLE

PLEASE PRINT CLEARLY

Team Captain Name		
Company/Independent		
Address		
Email		
	Phone	Cell

FYI, 2019 DAPL Golf Tournament SOLD OUT. To secure a guaranteed spot in the tournament, the TOTAL AMOUNT DUE for the entire team must accompany the entry form. Sorry, but we will not hold registration for teams until paid in full.

	Player Name (please print)	Entry Fee	Handicap	Shirt Size *Women sizes available*
1	Captain			
2				
3				
4				
	TOTAL (must be paid in full)	\$		

MULLIGANS TO BE SOLD AT CHECK IN - BRING CASH (\$)

DINNER & PRIZES IMMEDIATELY FOLLOWING TOURNAMENT

TO PAY BY CHECK	TO PAY ONLINE
Checks payable to: DAPL Golf Tournament Mail to: Sponte Resources Attn: Mason McCowen PO Box 131323 Dallas, TX 75313	Email form to: golf-tournament@dapl.org www.dapl.org Click on Contact Us tab, click on payment/donations, then choose from the drop down menu for golf entry fee and enter your CC information. A processing fee of 1% will be assessed for online payments



Entry deadline is October 1, 2020. To ensure your entry in the tournament and for planning purposes, please have your entry form and payment in as early as possible. Teams are only guaranteed once full payment is received.

Benefiting:



www.TSRHC.org

NEWS

Executive Vice President's Message: AAPL and COVID-19

During this COVID-19 pandemic, I hope that you and your loved ones are staying healthy and safe. This has been a trying time for many, especially those on the front lines as essential employees. We are thankful for those who continue to keep the basic infrastructure of our society in operation. During this time many of us are under stay-at-home orders to help stop the spread of the virus. And, while this virus has wreaked havoc in our daily lives, it has united us to come together as a nation to do our part in saving lives.

AAPL started back in 1955 to unite landmen from across the nation. We continue to support the profession 65 years later with certification, professional development and standards of performance for all land professionals. However, we know that landmen are facing unprecedented times with the state of the industry and the pandemic.

AAPL leadership has made some important decisions recently to help ensure that the association meets your professional needs.

During the last few months, we have made the following adjustments for AAPL members:

- Voted against increasing the membership dues from \$125 to \$150 — an increase that was approved in 2017 to take effect this year.
- Increased access to online education by extending the length of access to webinars from 90 days to one year from date of purchase.
- Offered complimentary education to members via monthly webinars and are now making those courses complimentary to members to complete on their own schedule as on-demand webinars.
- Increased our online education presence with new webinars.
- The board of directors voted to approve changes to the definition of landwork, which has yet to be voted by the members. This change, if approved, will expand our focus as an association into other types of energy-related landwork.
- Signed a contract to implement a new and improved job board for members, which will provide additional career-related information, such as networking, interviewing, resumes, and more.
- Tracked — and continue to track — more than 152 bills that may impact landmen.
- Encouraged Active Members to take advantage of the Professional Development Assistance Program, which provides up to \$300. Since July 1, 2019, AAPL has provided \$27,315 on professional development assistance.
- Provided extensions for all members scheduled to take their certification exams or retests.

We know it is a difficult time for many of our members — both in-house and independent. Unfortunately, we do not have all the answers, but we do care. We are making decisions that benefit our members and will continue to do so because our members matter.

If you have any questions or if we can be of service to you, please reach out to one of our staff members or email us at aapl@landman.org.

Stay safe and healthy.

Warmest regards,

Greta Zeimetz, DBA, CAE
Executive Vice President
AAPL/NAPE

Originally posted on AAPL's website at <https://www.landman.org/news-and-blog/a-message-to-our-members-from-the-executive-vice-president>

All Right, All Right, All Right, [Title, and Interest]: *Piranha Partners v. Neuhoff* and the Effects of a Descriptive (or Limiting?) Exhibit

By Amanda Hale, Hamilton & Squibb, LLP

Piranha Partners, et al. v. Joe B. Neuhoff and Nancy M. Neuhoff, et al., No. 18-0581, 2020 Tex. LEXIS 136 (Feb. 21, 2020)

In a recent 7-2 ruling, the Supreme Court of Texas issued an opinion in favor of Piranha Partners, *et al.*, reversing the court of appeals and providing a win for the “all right, title, and interest” camp.

Piranha concerns the scope of a conveyance when an exhibit was attached to a boilerplate “all right, title, and interest” assignment. How should we construe information on an exhibit when the information appears to limit the conveyance? Is it possible, though, that the information was included for descriptive purposes and was not intended to limit the conveyance? The Supreme Court of Texas found that the information on an exhibit (in this case, the name of a well and the quarter section where the well was located) was merely descriptive, and therefore did not limit the conveyance of an overriding royalty interest in the entire section.

Background and Relevant Parts of the Assignment

In 1999, Neuhoff Oil & Gas Corporation (“Neuhoff Oil” or “Neuhoff”) dissolved and subsequently used a form assignment for the auction of many of its properties. Neuhoff owned a 3.75% overriding royalty interest in all of the production under a certain oil and gas lease (the “Puryear Lease”), which covered *all* of Section 28, Block A-3, H&GN Ry. Co. Survey, Wheeler County, Texas.

The granting clause in the assignment reads:

[Neuhoff Oil] does hereby assign, sell and convey unto [Piranha]... without warranty or covenant of title, express or implied, subject to the limitations, conditions, reservations and exceptions hereinafter set forth...all of [Neuhoff Oil’s] right, title and interest in and to the properties described in Exhibit “A” (the “Properties”).

Additionally, the assignment provides the following:

All oil and gas leases, mineral fee properties or other interests, INsofar AND ONLY INsofar AS set out in Exhibit A... whether said interest consists of leasehold interest, overriding royalty interest, or both....

The second page of the two-page Exhibit A references Neuhoff’s interest in the Puryear Lease and the Puryear B #1-28 well:

Lands and Associated Well(s): Puryear #1-28¹

Wheeler County, Texas
NW/4, Section 28, Block A-3, HG&N Ry Co. Survey

Oil and Gas Lease(s)/Farmout Agreement(s):

Oil & Gas Lease(s)
Lessor: [the Puryears]
Lessee: Marie Lister
Recorded: Volume 297, Page 818²

Issue and Majority Reasoning

The issue the Court faced was whether the assignment conveyed Neuhoﬀ’s interest in production:

- (i) from the identified well only (what the Neuhoﬀs believed at the trial court level);
- (ii) from any well drilled in the NW/4, but not from the other lands covered by the Puryear Lease (what the court of appeals believed, and what the Neuhoﬀs adopted on appeal to the Supreme Court of Texas); *or*
- (iii) under the Puryear Lease, including from any well in Section 28 (what Piranha believed).

Justice Boyd, joined by Justices Hecht, Green, Guzman, Devine, Blacklock, and Busby, held that (iii) was the correct interpretation; that the assignment unambiguously conveyed all of Neuhoﬀ’s interest in production under the Puryear Lease, thereby reversing the court of appeals’ judgment³ and reinstating the trial court’s summary judgment.

The majority found none of the parol evidence offered by the parties to be illuminating and instead focused on the language of the assignment itself. They arrived at their decision by pointing to the following:

- 1) The assignment allows for the conveyance of “working interest, leasehold rights, overriding royalty interests and reversionary rights.”⁴ Neuhoﬀ only owned an overriding royalty interest in the land, and overriding royalty rights are intimately tied to the lease from which they arise;⁵
- 2) The assignment indicates that the conveyance included leases (as opposed to the wells or the lands); and
- 3) The assignment states that the “overriding royalty interest(s) herein assigned, if any, are payable out of and only out of the oil and gas produced, saved and marketed pursuant to the terms and provisions of the *oil and gas leases* described in EXHIBIT A. [Emphasis added.]”⁶

Essentially, the majority focused on the importance of the presence of the oil and gas lease itself in the exhibit, as “lease” and its derivatives are mentioned multiple times in the assignment.

It is worth noting, however, that in a footnote, the majority notes, “If, for example, Exhibit A identified only the well and the land but not the lease, we could not rely on other provisions to conclude that the [a]ssignment actually conveys *all* interests under the lease.”⁷ [Emphasis added.] Indeed, the majority emphasized throughout their opinion that because the override exists only because of an effective lease, the lease information is of upmost importance for the conveyance of an overriding royalty interest; and here, the majority thought the exhibit’s inclusion of the NW/4 and the well’s name was descriptive rather than limiting, since the Puryear B #1-28 well was the only producing well for the entire Puryear Lease, and likewise, the only source of overriding royalty payments.⁸

The Dissenting Opinion

In a short dissent, Justice Bland, joined by Justice Lehrmann, indicated that because she thought the property descriptions were ambiguous, the case should have been remanded for a jury to determine its meaning. The dissenters added that the interests conveyed were expressly limited by language in all-capital letters in the assignment (excerpt above). They also took issue with the inclusion of the reference to the NW/4 in the exhibit; an inclusion that the majority felt was only important for descriptive, but not limiting, purposes.

Potential Applications of *Piranha*

Based on its facts, the holding in *Piranha* is likely limited to conveyances of overriding royalty interests; however, the holding in *Piranha* is probably limited even further. A key fact that the majority was willing to hang its hat on was that at the time of the conveyance, the only well in the entire section, i.e., the only thing that gave rise to the payment of the overriding royalty interest, was located in the NW/4. Would the Court have reached the same holding if the exhibit listed the NE/4 or the S/2, either separate from or without the NW/4? The Court then may have reasoned that the assignor intended to carve up its overriding royalty interest in the section, in which case it is likely they would have found the exhibit to be limiting and not descriptive.

Although much of the discussion in the majority opinion addresses the conveyance of overriding royalty interests, the Court’s reasoning may be relevant for disagreements that arise over the interpretation of working interest assignments as well. Oil and gas attorneys sometimes encounter leasehold assignments containing granting language that is loosely referential to some of the property interest described in an exhibit, followed by an exhibit containing a variety of information. That information can be interpreted either as descriptive or limiting.

For example, an assignment might purport to cover “all right, title, and interest” in the “leases” attached in an exhibit, and the leases are presented alongside land references that include only a portion of the land covered by the leases, or alongside depth references that do not encompass all depths in which the assignor holds an interest. What is the scope of the conveyance in this situation? Or likewise, in a situation in which the assignment appears to convey “all right, title, and interest,” yet the exhibit unhelpfully provides a table with what appears to be less working interest and net revenue interest than what the attorney believes the assignor to own. Is the assignment nevertheless a conveyance of all right, title, and interest and the exhibit is merely an out-of-date, copied-and-pasted table from the operator’s records which is intended to be included only as a reference? *Or*, despite the fact that the assignment appears to convey all right, title, and interest, is the conveyance limited to a conveyance of the specified working interest and net revenue interest?

Under these examples, most attorneys would likely say that the assignor's entire leasehold interest passes. However, the answer may depend on the specific language and clues found in the body of the assignment. Is there limiting language? For instance, are the interests conveyed "only insofar as they are described on Exhibit A"? *Or*, on the other hand, does the assignment anticipate the conveyancing of all interest in the leases "whether or not such interests are accurately or completely described on Exhibit A," in which case the answer is clearer.

Drafting Assignments Post *Piranha*

Whether an assignment conveys an override or working interest, the takeaway from *Piranha* should be the importance of careful and thoughtful drafting. It also should be a reminder that the body of the assignment and the exhibit ought to work together in order to clearly communicate your intentions. They should be prepared together and read as a unit before the assignment is executed.

This is not the first time a potentially ambiguous instrument has been litigated, and the courts of this state will continue to see variations on this theme as long as poorly worded assignments are executed. Furthermore, there are consequences for everyone who is tasked with interpreting such an assignment. For title examiners and landmen alike, a misinterpretation of a poorly drafted assignment can have catastrophic consequences. For purchasers, the takeaway from *Piranha* may be the importance of due diligence in order to more fully understand the extent of what is being sold.

In *Piranha*, the Supreme Court of Texas ruled that the information on an exhibit was descriptive rather than limiting. *But this is not a hard and fast rule for exhibits everywhere*. As discussed above, there are any number of ways in which the tweaking of any of the facts of *Piranha* might have given rise to a different outcome. Interpretation is always going to turn on the particular language of the instrument at issue. This should be a reminder to everyone in our industry to slow down and draft carefully.

About the Author



Amanda Hale is an Associate in the Fort Worth office of Hamilton & Squibb, LLP (ahale@hamiltonsquibb.com). Ms. Hale represents and advises both operators and landowners in oil and gas and estate matters.



HAMILTON & SQUIBB

¹ The correct well is the Puryear B #1-28 well; however, both parties agree that this referred to the Puryear B #1-28 well.

² The correct Volume is 247; however, both parties concede that this was a scrivener's error.

³ *Neuhoff v. Piranha Partners*, 578 S.W.3d 543 (Tex. App.—Amarillo 2018).

⁴ *Piranha Partners v. Neuhoff*, No. 18-0581, 2020 Tex. LEXIS 136, at *26 (Feb. 21, 2020).

⁵ "...one of the most essential elements of a contract for the conveyance of such an overriding royalty interest is a description of the lease from which it comes; for it is the lease which denotes the life and breadth of the estate to be assigned." *Gruss v. Cummins*, 329 S.W.2d 496, 501 (Tex. Civ. App.—El Paso 1959, writ ref'd n.r.e.).

⁶ *Piranha Partners*, No. 18-0581 at *27.

⁷ *Id.* at *25 n.20.

⁸ *Id.* at *21.



Harvard Business Review

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ARTICLE **MANAGING YOURSELF**

5 Ways to Work from Home More Effectively

by Carolyn O'Hara

MANAGING YOURSELF

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OCTOBER 02, 2014



CONSTANTINE JOHNNY/GETTY IMAGES

More people are foregoing a lengthy commute and working from home. Whether you are a full-time freelancer or the occasional telecommuter, working outside an office can be a challenge. What are the best ways to set yourself up for success? How do you stay focused and productive? And how do you keep your work life separate from your home life?

What the Experts Say

The days when working from home conjured an image of a slacker in pajamas are rapidly disappearing. Technological advances and employers looking to lower costs have resulted in more

people working outside an office than ever before. By one estimate, telecommuting increased in the U.S. by 80% between 2005 and 2012. “The obvious benefits for workers include flexibility, autonomy, and the comfort of working in your own space,” says Ned Hallowell, author of the forthcoming *Driven to Distraction at Work*. And done well, working from home can mean a marked increase in output. A Stanford University [study](#) last year found that the productivity of employees who worked from home was 13% higher than their office-bound colleagues. People often feel they make more progress when working from home, says Steven Kramer, a psychologist and author of *The Progress Principle*, and “of all the things that can boost people’s work life, the single most important is simply making progress on meaningful work.” Here’s how to work from home effectively.

Maintain a regular schedule

“Without supervision, even the most conscientious of us can slack off,” says Hallowell. Setting a schedule not only provides structure to the day, it also helps you stay motivated. Start the day as you would if you worked in an office: Get up early, get dressed, and try to avoid online distractions once you sit down to work. Whether you just started working at home or you’ve been doing it for months or years, take a few weeks to determine the best rhythm for your day. Then set realistic expectations for what you can accomplish on a daily basis. “Make a schedule and stick to it,” says Kramer. Make sure you give yourself permission to have downtime. If you have to work extra hours on a project, give yourself some extra free time later on to compensate.

Set clear boundaries

When you work at home, it’s easy to let your work life blur into your home life. “Unless you are careful to maintain boundaries, you may start to feel you’re always at work and lose a place to come home to,” Hallowell says. That’s why it’s important to keep the two distinct. One way to do that is to set aside a separate space in your home for work. You also want to make sure your friends and loved ones understand that even though you are at home, you are off limits during your scheduled work hours. “If the doorbell rings, unless I’m really expecting something, I’ll ignore it,” says Kramer. That not only helps you stay focused, but makes it easier to get out of work mode at the end of the day. “Schedule your time with your family, and with yourself,” says Kramer. “Put those on your daily calendar as seriously as you would your work.” And don’t worry about stopping for the day if you’re on a roll with a project. Pausing in the middle of something will make it easier to jump into the task the next day — a tip that is valid for everyone, but especially those working from home. “Ernest Hemingway would try to leave in the middle of a paragraph at the end of the day,” says Kramer, “so when he sat down again, getting started wasn’t hard because he knew where it was going.”

Take regular breaks

It may be tempting to work flat out, especially if you’re trying to prove that you’re productive at home. But it’s vital to “take regular ‘brain breaks,’” says Hallowell. How often is best? Researchers at a social media company recently [tracked](#) the habits of their most productive employees. They discovered that the best workers typically worked intently for around 52 minutes and then took a 17-minute break. And these restorative breaks needn’t take any particular form. “It can be as simple as staring out the window or reading the newspaper,” says Hallowell, anything to give your brain an

opportunity to briefly recuperate. “The brain is like any other muscle. It needs to rest,” says Kramer. “Go for a walk, get some exercise, stretch. Then get back to work.”

Stay connected

Prolonged isolation can lead to weakened productivity and motivation. So if you don’t have a job that requires face-time with others on a daily basis, you need to put in the extra effort to stay connected. Make a point of scheduling regular coffees and meetings with colleagues, clients, and work peers. Get involved with professional organizations. And use online networking sites like LinkedIn to maintain connections with far-flung contacts. Since visibility can be an important factor in who gets promoted (or scapegoated) back at the office, check in as often as you can with colleagues and superiors. “Tell people what you’re doing,” says Kramer. Share some of the tasks you’ve accomplished that day. “It’s critically important not just for your career, but for your psychological well-being,” he says.

Celebrate your wins

When you’re working on your own at home, staying motivated can be difficult, especially when distractions — Facebook, that pile of laundry, the closet that needs organizing — abound. One smart way to maintain momentum is to spend a moment or two acknowledging what you *have* been able to accomplish that day, rather than fixating on what you still need to do. “Take some time at the end of the day to attend to the things that you got done instead of the things you didn’t get done,” says Kramer. You might also keep a journal in which you reflect on that day’s events and note what you were able to check off your to-do list. The daily reminder of what you were able to finish will help create a virtuous cycle going forward.

Principles to Remember:

Do:

- Make a schedule and stick to it
- Focus on what you’ve accomplished at the end of each day to keep yourself motivated
- Create a dedicated workspace and let your family know that you are unavailable during work hours

Don’t:

- Try to work all day without regular breaks — your productivity and motivation will suffer
- Isolate yourself — go the extra mile to meet up with colleagues and peers to talk shop
- Neglect to check in regularly with colleagues and bosses — it’s important to make yourself ‘visible’ even if you aren’t in the office

Case study #1: Stay organized and adjust

Freelancing from home for Heather Spohr, a writer and copywriter based in Los Angeles, wasn’t her choice. After 10 years in the corporate world, she was laid off from a six-figure sales job in 2008, but “I had a baby at home, so I just sort of shifted my focus,” Heather says. Today, she writes articles for

everyone from parenting and banking sites to “car companies, drug companies, beauty companies, you name it,” she says.

Despite wanting to keep regular working hours, Heather often finds that the pressures of finding new writing jobs in addition to executing the ones she’s already landed often push her into overtime. “It can be very hard maintaining a schedule because freelancing is so feast or famine,” she says.

To give more structure to her working life, she sits down each Sunday evening after her kids have gone to bed and maps out of the following week. “I’m huge on lists,” she says. “I make daily schedules and prioritize tasks. Then everyday I revise that schedule because things come up.” She also makes it a habit to include an hour of flex time into her daily schedule. That way, “if my sitter’s going to be an hour late, it’s not going to wreck my day,” she says. “Once I started doing that, my stress level dropped considerably.”

She insists on taking regular breaks, setting a timer that goes off every 45 minutes. “Then I give myself 5 to 10 minutes to get up, get a snack, look at Twitter, play Candy Crush, whatever,” she says. “At first I felt guilty for doing it, but I would remind myself that when I worked in an office, I’d get interrupted so much more than that. Even with these breaks, I’m still getting more done.”

What Heather finds most challenging is the isolation. “I’m very social and extroverted, and I love being surrounded by people,” she says. To combat loneliness, she schedules time with fellow writers and friends for face time. She has also found a thriving network of other work-at-home writers in various online discussion groups. “There are lots of people I’ve clicked with through Citigroup’s Women & Co. group and LinkedIn, and there will be chat rooms I’ll pop into to say hello and connect,” she says.

Case study #2: Maintain work-life boundaries

When Catherine Campbell launched her own branding and strategy business in Asheville, North Carolina, earlier this year, she already had some experience working from home. Her last job, as marketing director for a copywriting agency, was a virtual one, but she knew that launching her own company would require more discipline. “Managing my time and not overworking was going to be the biggest challenge,” she says.

From the start, Catherine set strict rules for keeping her work life distinct from her home life. “It’s all about boundaries and mindset,” she says. She never uploaded work emails to her phone, so that she wouldn’t be tempted to check messages at all hours of the day. She is only available on Skype by appointment and explicitly states in her email signature that her working hours are 9am to 5pm EST. “When you leave a traditional office, you’re often done for the day,” she says. “You have to approach it the same way when maintaining a home office.”

She also tries to block out the first hour of each day to check email, do her own promotion and marketing, and make a list of daily goals. “Allowing what I call a quiet hour for myself just to get

focused and to knock out some of the smaller tasks allows me to really jump into the larger client work for the rest of the day,” she says. She also makes it a point to leave the house everyday, rain or shine, at 5pm. “I go for a walk, pick up my son, go to a networking group, grab that last item for dinner, or meet with a friend or colleague to talk shop,” she says.

She also doesn’t sweat the times when she has to work late on a project because she gives that time back to herself later on. “It’s what I would call ‘smart scheduling,’” Catherine says. “You say to yourself, OK, I have this extra client this week or this project emergency so I’m going to work these two nights. But then I’m going to cut back on Friday and get out of the office at 2 pm.”

“Working from home is always a fine line,” she says. “You have to learn how to give and take with yourself so that your business doesn’t take over who you are.”

Carolyn O’Hara is a writer and editor based in New York City. She’s worked at The Week, PBS NewsHour, and Foreign Policy. Follow her on Twitter at [@carolynohara1](https://twitter.com/carolynohara1).

What Does a Landman Do?



FEATURED IN LANDMAN, JULY/AUGUST 2019 / BY JAY W. BEAVERS III, AAPL PRESIDENT AND BEAVERS ENERGY, LP. PRESIDENT

"What does a landman do?" and "What are the prerequisites for becoming a landman?" are two questions I answer on a daily basis.

Another common question: "Does a landman need to be a good negotiator?"

Honestly, I do not have a short answer for any of these questions.

Ten undergraduate land management programs and three graduate programs accredited by the AAPL. The undergraduate programs are designed to provide students with basic knowledge of landwork, geology, engineering, accounting, economics and business management. The graduate programs are great for landmen who desire to continue their education. Earning a diploma in one of these programs might help you get the job you are pursuing. Some employers require their landmen to have a land management degree. Even though these are highly recommended, a college degree in land management is not necessarily a requirement for becoming a landman.

Perhaps the greatest land negotiation was performed by Thomas Jefferson, James Madison, James Monroe and Robert Livingston in 1803. They negotiated the purchase of approximately 530 million (approximately 3 cents per acre) while Jefferson was president of the United States. This famous transaction is known as the Louisiana Purchase. As president, Jefferson wore many hats. I don't believe that being president of the United States is a prerequisite for being a landman, but it sure helped Thomas Jefferson.

My father was a landman his entire career. Working as a landman for Mr. H.L. Hunt back in the day had to be one of the most interesting jobs in the world. My father would always answer the "What does a landman do?" question with another question: "What do you want done?"

Lamar Hunt founded the American Football League and the Dallas Texans football club in 1959. My father and Mack Rankin were land managers for Hunt Oil Co. at the time, but they spent their weekend traveling all over the country scouting college football players, talking to their coaches and parents, drafting the players and getting them to sign contracts to play football for the Dallas Texans and, later, the Kansas City Chiefs. Is scouting college football players in a landman's job description? It was for two landmen.

My grandfather ("Daddy Joim") graduated from Bowie Business College around 1920. It was a one-room college on the second floor of the funeral home in Bowie, Texas. After graduation, he worked as a bank examiner and as loan officer at two different banks prior to opening Beavers Motor Co. in 1935 in Gladewater, Texas. Daddy Jim bought dozens of oil and gas leases in the East Texas oil field, most of which are still held by production.

One day, a gentleman walked into his dealership with no cash, no credit and no trade-in vehicle. The gentleman wanted to buy a 1967 Plymouth Belvedere that Daddy Jim had taken in as a trade-in the week before. Daddy Jim had \$600 in the Belvedere. The man left the dealership with the \$600 vehicle while Daddy Jim drove to the county clerk's office to file a warranty deed on 20 acres of land that the car buyer had owned. That transaction amounted to \$30 per acre.

Six months later, Daddy Jim sold the back 10 acres for \$1,000 (\$100 per acre). Of course, as any good landman would do, he reserved all of the mineral interest. The following year, he sold the front 10 acres for \$2,000 (\$200 per acre) and reserved all of the minerals. Next, he signed a five-year oil and gas lease with Exxon for \$1,000 (\$50 per acre). When the lease expired, Exxon renewed it for an additional three years for \$2,000 (\$100 per acre).

If you are keeping score, that \$600 Belvedere generated \$6,000 for Daddy Jim in less than 10 years. Oh, did I mention that Exxon drilled a deep gas well and placed his 20-acre tract in the unit? Yes, we still receive royalty checks every month. Should being a bank examiner, loan officer or car dealer be a prerequisite for being a landman?

Van Nichols was two years behind me in high school. My father offered him a job as a landman when he graduated from Texas A&M with a degree in agronomy. Before accepting the offer, Van called me and asked me what a landman does. My answer: "Whatever Mr. Beavers tells you to do."

Dale Douglas was raised in Farmersville, Texas, and graduated from Texas A&M with an agriculture degree. Hunt Oil Co. hired Dale and sent him to Tyler, Texas. Dale was examining a lease ownership map during his first day on Hunt's payroll and made the comment, "I'm not familiar with this HBP company, but they own a lot of leases." Dale continues to have a successful career as a landman even though he started out with zero knowledge of the oil and gas industry.

Bud Scarborough was the East Texas district land manager for Hunt Oil Co. in Tyler, Texas. Mr. Scarborough had three sons — Stuart, Lee and Brian. Being a former student at Texas A&M University, he made it clear to his sons that he would pay for their college education as long as they attended Texas A&M. All three sons are proud Aggies and have had successful careers as

petroleum landman. Should a degree from Texas A&M be a prerequisite for becoming a landman? It was for three brothers.

While attending Texas Tech University in Lubbock, Texas, David Arrington helped put himself through college with a carpet recycling business. At the end of each semester, David would raid the dumpsters on campus and pull out all of the carpet squares. He would take the beer-stained carpet to his house for a good cleaning. At the beginning of the semester, he would load all of the carpet on his trailer and re-sell the clean carpet to the new students at the dormitories. Should being an entrepreneur be a prerequisite for becoming a landman?

After graduating from Texas A&M with a degree in environmental design, I was unable to get a job as an architect. Placid Oil Co. hired me to work as an offshore roustabout in the Gulf of Mexico. After seven months of scrubbing the deck, sandblasting, painting, unloading supply boats, replacing charts, changing chokes and testing wells, I was offered a junior landman position in Jackson, Mississippi. Placid did not send me to Jackson because of my knowledge of landwork. Placid offered me the landman opportunity because of my work ethic. Perhaps working as an offshore roustabout should be a prerequisite for being a landman.

During my career, I have been blessed with opportunities to conduct lease checks; run title; buy oil and gas leases; prepare runsheets; perform title curative and due diligence; run field crews; testify as an expert witness; negotiate well trades; negotiate purchase and sale agreements, joint operating agreements, platform sharing agreements and surface use agreements; and buy and sell minerals, royalty interests, overriding royalty interests and working interests. I worked as an offshore landman for 12 years and worked as a hard mineral landman (lignite and uranium) for several years. My career has been anything but specialized.

What do you want done?

Acquired from AAPL's website at <https://www.landman.org/news-and-blog/what-does-a-landman-do>

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Check one of the following:

_____ **ACTIVE Member (\$150.00)**— Active membership in the association shall be available to professional Landmen whose responsibilities *primarily* involve the negotiation for the acquisition and/or divestiture of mineral rights, negotiation of business agreements that provide for the exploration, trading and management of oil, gas and all other mineral estates in land in a non-administrative or clerical manner. An applicant for active membership must have the sponsorship of two (2) Active Members of the Association who know the applicant.

_____ **ASSOCIATE Member (\$150.00)** – Associate membership in the Association shall be available to all persons who are directly, primarily and regularly engaged in performing services in the oil, gas and mineral industry. Associate Members shall have all the rights and privileges of Active Members except they may *not* hold office in the Association, vote in Association affairs or sponsor membership applications. An applicant for associate membership must have the sponsorship of two (2) Active Members of the Association who know the applicant.

_____ **NON-RESIDENT Member (\$40.00)** – Non-Resident membership in the Association shall be available at the discretion of the Board to individuals residing at least seventy-five (75) miles from downtown Dallas. Non-Resident Members will pay reduced annual dues as set by the Board. Non-Resident Members will have all the rights of Active Members except they may not hold office in the Association, vote in Association affairs or sponsor membership applications, and they will *pay their share of any and all activities attended*. An applicant for Non-Resident membership must be sponsored by two (2) Active Members of the Association or two (2) non-member CPL's. If the applicant is a CPL no sponsors are required.

_____ **SENIOR Member (\$40.00)** – Senior membership shall be optional to those members who have reached the age of sixty (60) years, and have actively engaged as a Petroleum Landman for at least twenty (20) years, and an Active member of the Association (DAPL) for a period of at least five (5) years. A senior member shall be relieved of his obligation of paying full annual dues, without prejudicing his/her fair rights as an Active member of the organization; provided however, a Senior member shall pay his/her share of ANY and ALL activities attended, plus reduced annual dues which shall be fixed from time to time by the Board of Directors.

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