

# 2019 Bad Guys in Energy

## *Insight*

Gray Reed partner Charles Sartain takes a look back at some of 2019's malefactors in the energy business in a post in the firm's Energy & the Law blog.

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# Wave Goodbye to Unenforceable Mineral Lien Waivers

## *Insight*

A post on the Gray Reed website covers an opinion that will have profound impacts on mineral liens and contractual provisions purporting to waive mineral liens.

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# 2020 Renewable Energy Outlook: Waning Incentives, Redevelopment Opportunities, and Community Opposition

## *Insight*

Authors of the Schiff Hardin post discuss three key issues facing the industry for the coming year.

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# The Economics of Flaring

## *Insight*

Author Gabriel Collins argues that instead of flaring gas, it should be liquefied and sold in the international market.

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# Legal Fight Over Flaring in the Eagle Ford

## *News*

The dispute, between Williams MLP Operating and Exco Operating Co., has moved to district court in Travis County in Austin.

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# What is 'Oil or Gas' as Used in a Pipeline Easement?

## *News*

The property owner contended that "oil and gas" referred to crude petroleum, but not refined products.

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# Fake Mineral Leases Thwarted by the Texas Legislature

## **Insight**

The 2019 Texas legislature enacted a new Property Code Section 5.152 to protect mineral and royalty owners from a certain species of fraudulent transactions.

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# Louisiana Operator's Bad Faith Does Not Preclude Recovery

## **News**

Charles Sartain summarizes the background of *Apache Deepwater, LLC v. W&T Offshore, Inc.*, a conflict between parties to a joint operating agreement for operations on offshore deepwater wells.

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# Rex Tillerson Back in Spotlight at Exxon Climate Trial

## **News**

Tillerson is scheduled to make an appearance at the New York

Supreme Court Wednesday to answer questions about missing emails and varying carbon pricing schemes.

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## **When is a Contract Provision a Liquidated Damages Clause?**

### ***News***

A liquidated damages clause is a provision in a contract specifying a dollar amount to be paid by a party if the party breaches the contract.

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## **Oil and Gas Bankruptcies Showing Increase in 2019**

### ***Insight***

This increase in year-over-year filings indicates that the reverberations of the 2015 oil price crash continue to be heard in the industry, reports Haynes and Boone.

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## **Trump's Fast-Tracking of Oil**

# Pipelines Roadblocks

# Hits

# Legal

## **News**

Successful legal challenges by environmental groups allege the administration failed to apply the regulatory scrutiny required under the law.

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## **Spudding? Reworking? What are 'Operations' Under an Oil and Gas Lease?**

## **Insight**

Gray Reed's Energy & the Law blog discusses an energy lease that featured some dueling provisions that resulted in a lawsuit in a Texas court.

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## **Gas Well Operator's Injunction Against Texas Town is Dissolved**

## **News**

Gray Reed's Energy & the Law blog tells the story of *Town of Flower Mound v. Eagle Ridge Operating LLC*, in which an

operator's injunction against enforcement of a local ordinance was dissolved.

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## **Storage Order Fuels Legal Battle Over FERC Authority**

### ***News***

A looming legal brawl over a new Federal Energy Regulatory Commission order will trigger a fresh round of judicial scrutiny, according to E&E News.

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## **Rejecting Power-Purchase Agreements in Energy Cases: Do Bankruptcy Courts Have Exclusive Jurisdiction?**

### ***Insight***

A bankruptcy court held that it not only has exclusive jurisdiction over the rejection of wholesale power-purchase agreements, but that the Federal Energy Regulatory Commission has no such jurisdiction, according to Holland & Hart.

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# LIBOR Phase-Out: Considerations for Oil & Gas Companies

## **Insight**

Oil and gas companies are encouraged to consider the impact of the phase-out to their organization and take steps to assess existing agreements and carefully monitor the execution of new agreements.

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# Water: The Hot Commodity in the Permian and Elsewhere

## **Insight**

Operators should be proactive in addressing water ownership issues, writes Charles Sartain of Gray Reed & McGraw. A simple contract negotiation at the front-end could save future headaches as disputes over groundwater escalate.

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# When is a Hydraulically Fractured Well 'Complete?'

## **Insight**

Typically, most leases contain savings provisions that extend the lease beyond the primary term when the lessee

'continuously prosecutes' drilling operations, explains J. Mark Robinette.

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# **'Express Written Consent' Means Express Written Consent—No More, No Less**

## ***Insight***

When drafting contracts, you should say what you mean and mean what you say, and reliance on oral representations directly contrary to the terms of a written agreement between sophisticated parties is not justifiable.