

THE NEGOTIATOR



The Magazine of the Canadian Association of Petroleum Landmen

March 2018



2018 MERIT AWARDS

Shut-In Well Due Diligence
Know the Shut-In Rules for Your Lease

Interpretation of Model Contracts
Recent Case on ROFR Exemptions
in Respect of CO&O Agreements

**2017 CAPL Property Transfer
Procedure: Clauses 2.01-2.03**
Review of the Purchase Price and
Deposit Clause in the New PTP



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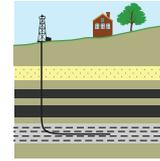
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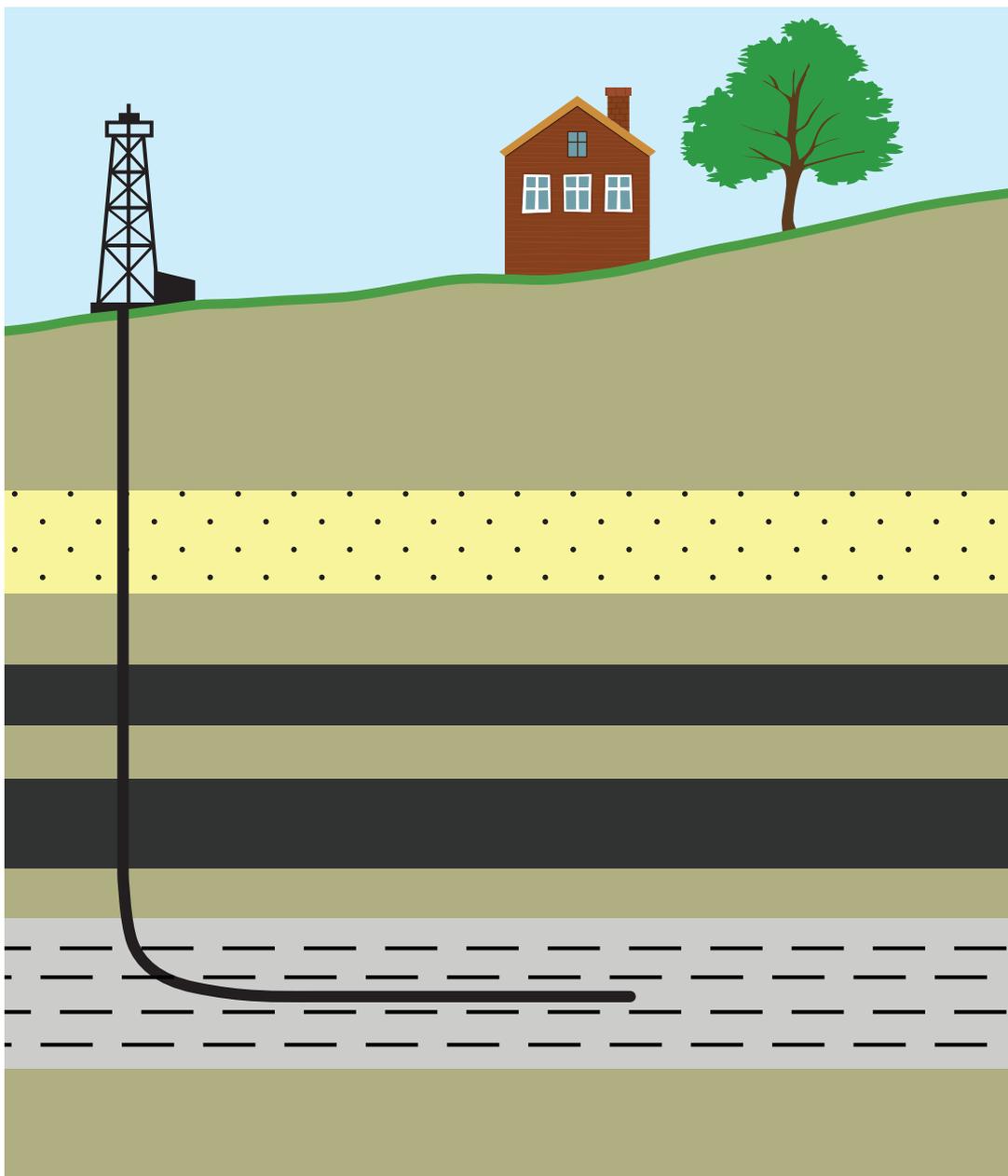
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Shut-In Well Due Diligence

AS OIL PRICES IMPROVE AND PRODUCTION IS BROUGHT BACK ON AFTER BEING SHUT IN, lessees should be thinking carefully about steps to protect their tenure from expiry in view of an Alberta Court of Appeal decision, *Stewart Estate v 1088294 Alberta Ltd.*¹

This update will focus at a high level on some practical lessons from this decision, which concerned oil and gas leases from the 1960s that were challenged on the basis that the shut-in

well provisions requiring a “lack of or intermittent market” were not satisfied. Some time after a well was recompleted in a different formation from that initially shut in, claims were brought for a declaration of termination and for an accounting.

The following is a list of 10 key considerations for those shutting in production or bringing production back on after an extended period of shut-in.

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**TIM RICHARDSON &
SEAN WALLACE**

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There is an inherent judgment call as to why something is uneconomic. Well economics are affected by well and production costs, production rates and prices. This case tells us that an uneconomic well does not necessarily reflect a lack of an economic market for production.

Know the shut-in rules for your lease

As always, a company shutting in production on a lease should carefully review the provisions of the lease to ensure the planned shut-in has the desired effect of continuing the term. In general terms, the period of a shut-in that is justified by the “lack of or an intermittent market” or other “cause beyond lessee’s reasonable control” is “not to be counted” against the lessee in counting down the 90 days from a stoppage in production during which activities must resume in order for the lease not to terminate. It is worth noting, as there is sometimes confusion on this point, that leases invariably require both paying the shut-in royalties and satisfying the conditions to shut in.

The consequences of producing a “dead lease” have become more significant

In the absence of fraud or bad faith by the lessee oil company, the remedy for wrongfully producing from an expired lease is now disgorgement of lessee’s revenues less certain expenses, with no allowance for profit.ⁱⁱ This is referred to in this case as the “mild rule.”

Generally, deductible expenses are those production, gathering and processing expenses downstream of the wellhead that a lessee typically deducts from royalty calculations. However Rowbotham J.A. describes the mild rule as calculable “on the basis of revenue less drilling, operating costs and royalty expenses.”ⁱⁱⁱ The inclusion of drilling costs is significant. O’Ferrall J.A.’s calculation is less forgiving and only allows the usual deduction of “costs incurred to render the leased substances marketable” without reference to capital improvements.^{iv} If this is the case,

unless a counter-claim could be advanced in equity, the capital for a well drilled or recompleted might be absorbed by the lessee without being recouped from the production.

The remedy could get more severe. McDonald J.A., in the minority on this point, favoured the “harsh rule” of “gross sale revenues received” on the basis of bad faith since, in his view, the lessees should have known they were producing an expired lease.^v

The selection of the mild rule represents a significant departure from the trial decision and from the ruling in *Freyburg v Fletcher Challenge Oil and Gas Inc.*,^{vi} both of which applied the considerably more forgiving “royalty method.” Under the royalty method the courts held that, since the lessors are not professional oil companies and would inevitably have to enter alternate leases to commercialize their resources, the correct measure of damages is based on whatever higher royalty rate and bonus terms they might extract in a new leasing process.^{vii}

Why are you shutting in? Is it the market, or is it the well?

There is an inherent judgment call as to why something is uneconomic. Well economics are affected by well and production costs, production rates and prices. This case tells us that an uneconomic well does not necessarily reflect a lack of an economic market for production. O’Ferrall J.A. noted the well’s delivery problems and declining production, saying: “[it] is important to distinguish between interrupting or suspending production from a well capable of production and ceasing production from a formation that is no longer commercially productive.”^{viii} In that



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case he said the production in the particular well was not being interrupted or suspended but “brought to an end.”^{ix}

Consider: What well characteristics have you documented? Is there a record of production problems, rather than market price issues?

Are you shutting in or abandoning?

The court also considered evidence whether the well was shut in or abandoned. The protection of the shut-in well clause is only available to a well that is shut in. Consider the following:

- Are your changes to contracts and surface handling equipment consistent with a temporary shut-in?
- What is your plan for periodically revisiting the market status of the shut-in?

What should you think about before recommencing production?

Before expending capital on an expensive new well or recompleting you should consider the following:

- What does recompleting a well in a different formation say about the production capability of the originally shut-in formation? How is that different from an entirely new well?

- How long was the well shut in?
- Were other wells nearby in the same formation shut in or producing?
- What do your records state about the reason for the shut-in?
- Did the shut-in cease to be justified at some point?
- A new well or newly recompleted formation will not cure the expiry if more than 90 days has run without production or a defensible shut in of a well capable of production.
- Has there been any correspondence with the lessors about the lease status?
- Would you be safer to get the lease expressly re-granted or ratified?
- How long do you have to re-commence? Rowbotham J.A. states that, while the leases are generally silent on this point, the rule should be that in order to continue the lease, working operations should commence within 90 days of profitability becoming foreseeable.^x

Impacts for title review and purchase agreements

This case highlights the risk that historical shut-in periods have resulted in an expiry of the lease. Buyers will want to pay attention to shut-in periods in conducting their title due diligence and may wish to consider modification of seller representations and warranties.

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Gross Overriding Royalties (GORRs) should also be assessed carefully for unbroken title in the underlying lease interest. In this case there was a GORR reserved out of the lease and the GORR owner had received production royalties from the trespassing lessees. The court held that the GORR owner had received the benefit of production and this had to be accounted for to the lessors, suggesting that the trespassing lessees were to repay it to the lessors and look to the GORR owner for repayment.

Limitations

In this case, the Court of Appeal held that the lease expired either in 1995 or 2000.^{xi} However, the lessees were protected to a degree by the Limitations Act and the two-year limitation period from when the lessors should have discovered their claims. The cause of action was in trespass and conversion and held to be a new claim each day with the result that the damages award “counts back” two years’ worth of production claims.^{xii}

Lessees and lessors should be mindful to check whether there is any applicable contractual modification of this time period, such as the Industry Agreement on Limitations.

What can you consider in determining whether there is an “economic market”

In determining whether you have a lack of an economic market consider the following:

- Some amount of profitability may be reasonable to include in calculating whether an economic market exists for the well. Even in the absence of an express reference to profitability, Rowbotham J.A. decided that the third proviso required an “economic or profitable” market but this was satisfied by satisfaction of basic hurdle rates and did not require “compelling” profitability. Caution is required on this point, as the justices’ decisions differ.^{xiii}
- Receipt of an independent operations notice was noted as evidence of an economic market.^{xiv}
- O’Ferrall J.A. held that, in calculating the economic viability, the costs of recompleting a well (e.g., drilling costs) in a different formation are NOT to be considered since those are for the account of the lessee. The calculation is to include costs of production and marketing but not capital costs.^{xv}
- Are offsetting wells producing nearby in the same market? The court noted producing offsetting wells as evidence of the existence of a market a number of times.^{xvi}
- How should you document the factors resulting in a lack of market? What factors are affecting the lack of economic viability? Are you documenting them? What is your process for periodically assessing the market?

Lessor’s conduct

Depending on the circumstances, a lessor’s conduct, and what it may or may not have sent, may assist the lessee. Acceptance of royalty payments by a lessor will not in itself constitute “leave and licence” if a claim has been asserted, but it may do so prior to an objection, notice to vacate or claim being registered.

Recommendations when shutting in and recompleting

At the time of shut-in, review the specific lease habendum and shut-in language, identify whether nearby wells are producing, document the economic elements of the shut-in case, and thereafter schedule periodic re-assessments of the applicable economic conditions to ensure timely resumption of activities.

Given the capital at risk when recompleting a well that was shut in, it is prudent to obtain legal due diligence review of the applicable lease provisions, review the circumstances of and evidence relating to any shut-in well periods and, where recommended, seek a ratification or replacement of the original lease prior to expending capital. 

Notes

- i *Stewart Estate v 1088294 Alberta Ltd.*, 2015 ABCA 357, leave to appeal to SCC refused, [2016] SCCA. No. 17 [Stewart].
- ii *Ibid* at para 196.
- iii *Ibid* at para 225.
- iv *Ibid* at para 323.
- v *Ibid* at para 312.
- vi *Freyburg v Fletcher Challenge Oil and Gas Inc.*, 2007 ABQB 353, 428 A.R. 102 (QB).
- vii *Ibid* at para 131.
- viii *Stewart supra* note 1 at para 372.
- ix *Ibid*.
- x *Ibid* at paras 94-95.
- xi *Ibid* at para 1.
- xii *Ibid* at paras 7, 172-174, 183.
- xiii *Ibid*. Rowbotham J.A. reasons at paras 79, 126-129, McDonald J.A. concurring, O’Ferrall J.A. dissenting at paras 397-398.
- xiv *Ibid* at para 127.
- xv *Ibid* at paras 405-407.
- xvi *Ibid* at paras 375, 407.



Interpretation of Model Contracts

THE OIL AND GAS INDUSTRY USES MANY MODEL CONTRACTS FOR, AMONG OTHER THINGS, INDUSTRY CONSISTENCY, REDUCTION IN NEGOTIATION TIME AND REDUCTION OF LEGAL RISK. The model contracts are developed by industry groups to meet the specific needs of the industry, and usually are accompanied by an annotation

to provide an explanation as to the reasoning behind each provision. In *Canlin Resources Partnership v Husky Oil Operations Limited and Ikkuma Resources Corp.*,ⁱ the Court of Queen's Bench of Alberta examined how a model contract should be interpreted, and whether annotations may be used to aid the interpretation of specific provisions.

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... the wells should be considered “associated wells” and the ROFR Exception should apply. The Court did not find these arguments to be persuasive.

In *Canlin Resources*, Canlin Resources Partnership (“Canlin”) and Husky Oil Operations Limited (“Husky”) were successors in interest to a Construction, Ownership and Operation Agreement (the “CO&O Agreement”) for the Erith Dehydration and Flow Splitter Facility (the “Facility”). The CO&O Agreement was based on the model CO&O Agreement (1999) developed by the Petroleum Joint Venture Association (“1999 Model”). The Facility was to flow split inlet gas between downstream facilities and if required, dehydrate raw gas prior to its entry into the Erith pipeline. The CO&O Agreement did not require the owners to deliver or produce to the Facility, and did not list specific wells.

Canlin had a right of first refusal (“ROFR”) if either of the two other joint venture parties wanted to sell their interest in the Facility. There were exceptions to the ROFR: an owner was permitted to transfer all or a part of its interest in the Facility without providing a ROFR, provided one of the enumerated exceptions applied. In this case, the exception which was

argued to apply was the “disposition made by an Owner of all or substantially all... of its petroleum and natural gas rights in wells producing to the Facility”ⁱⁱ (the “ROFR Exception”) [emphasis added].

Because of changes to the Facility undertaken by Husky starting in 2014, no gas had flowed through either the inlet separator or the dehydrator units since 2016. Although gas still flowed through the Facility, it was routed through a jumper or bypass arrangement and was being processed elsewhere. Since those changes had been implemented, Canlin had repeatedly requested that the Facility become operational again and had indicated that it wanted to assume ownership and operatorship of the Facility. However, Husky wanted to maintain the shut-in and non-operational status of the Facility.

In September 2017, Husky notified Canlin that it intended to sell some of its assets to Ikkuma Resources Corp. (“Ikkuma”), including its interest in the Facility. Husky took the position that Canlin was not entitled to a ROFR on the basis that the sale fell within the ROFR Exception.

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of contractual presumption that the parties have intended what they have said”:^{vii}

The theory that the words “wells producing to the Facility” in the CO&O Agreement should be read as “wells associated with the Facility” on the basis of the language in the Annotations to the Model Agreement is backwards: the language of the Annotations does not prevail over the language of the contract.^{viii} [emphasis added]

The surrounding circumstances of the CO&O Agreement, including the annotation, were to be used only as an “interpretive aid” and not as a means by which the words actually used in the contract could be changed.^{ix}

With this in mind, the Court held that:

- The purpose of the CO&O Agreement as a whole was the use of the Facility for functions of flow splitting and dehydration;
- The phrase “wells producing to the Facility”, in their ordinary and grammatical sense, mean wells whose production is being processed by the dehydrator and inlet separation and flow splitter units of the Facility;
- This interpretation was consistent with the CO&O Agreement as a whole; and

- The wells purchased by Ikkuma were not “producing to the Facility”, as no gas was being processed by the Facility.

Therefore, the ROFR Exception did not apply.

Of importance to readers of this article is that the Court noted that “a proper interpretation of provisions of agreements such as the CO&O Agreement that are based on a Model Agreement in wide use in the oil and gas industry in Alberta has precedential value, and that it is untenable for a section to be given an interpretation by one trial judge and another by a different one.”^x This comment suggests that courts will be reluctant to override the interpretation of a clause in a model agreement which has previously been interpreted by a court in similar circumstances. In this case, however, there were no other cases which had interpreted the provision at issue in this case, leaving the Court free to proceed with an interpretation of the provision at issue using the principles outlined above.

Canlin sought specific performance of the ROFR to remedy Husky’s breach of the ROFR provision, which was awarded by the Court. The Court held that Canlin had established that the Facility was unique, in that a substitute would not be readily available. Although Canlin could still get its product to market, the Court noted that the Facility had “distinct amenities that cannot be found elsewhere, in that it provides a method for



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Canlin to access infrastructure that is at least partially owned by it.”^{xi} Specific performance was appropriate to avoid a difficult and expensive damages assessment, which carried with it the risk of inaccurate assessment and a lack of remedial adequacy.

Husky argued that specific performance would prejudice Ikkuma, and that Canlin did not come to the Court with clean hands, as the parties had a dispute over joint interest billing. However, the Court held that this was not sufficient to deprive Canlin of specific performance, finding that Canlin “asserted its right to a ROFR early and repeatedly. Ikkuma cannot be said to have been unaware of Canlin’s claim before closing the balance of the transaction.”^{xii}

In summary, we urge parties to contracts based on model agreements to seek legal advice at the early stages of any dispute over the interpretation and applicability of the provisions of the contract. Although the annotation may provide some general guidance as to what the drafting committee intended with the provision, a court will not consider the annotation to be the final word on how the provision should be interpreted. As can be seen from this case, other contractual provisions, along with surrounding circumstances and case law, will also be taken into consideration. Parties entering into transactions to sell assets in similar circumstances should also take note of this

case and carefully consider the terms of their purchase and sale agreement, including how disputes involving these types of issues should be handled and by whom. Vendors will likely want to avoid being saddled with a dispute of this nature once a sale has closed, rather than being contractually required to resolve it themselves. 

Notes

- i 2018 ABQB 24 (“Canlin Resources”).
- ii *Ibid.* at para 3.
- iii *Sattva Capital Corp. v Creston Moly Corp.*, 2014 SCC 53 (“Sattva”) at para 47.
- iv *Ibid.*
- v *Ibid.* at para 57.
- vi *Ibid.*
- vii *Canlin Resources*, *Supra* at para 38.
- viii *Ibid.* at para 33.
- ix *Ibid.* at para 40.
- x *Ibid.* at para 17.
- xi *Ibid.* at para 52.
- xii *Ibid.* at para 54.

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2017 CAPL Property Transfer Procedure

Clauses 2.01-2.03

THE 2017 CAPL PROPERTY TRANSFER PROCEDURE (“PTP”) WAS ENDORSED BY THE CAPL BOARD IN DECEMBER 2017. The package on the CAPL web page includes: (i) an overview of the project scope and the major changes relative to the 2000 PTP; (ii) a detailed

39 page matrix that outlines all material changes relative to the 2000 PTP and their rationale; (iii) a clean copy of the text and annotations; (iv) a coded comment matrix that presents the detailed verbatim comments we received from a modest number of commenting parties, together with our

WRITTEN BY
JIM MACLEAN

For the typical transaction for which the PTP is being used, the Vendor might often choose to have its representative exchange a copy of its execution page of the Agreement for the Deposit. A more elaborate process might be used if the Deposit is being made through a wire transfer.

responses to each individual comment; (v) a redline of the final document relative to the July 2017 draft; (vi) Word versions of the election sheets and the case studies included as Addendums to the PTP to facilitate early use of the PTP for anyone that wishes to use the document for a new transaction; (vii) a PDF of the text of the 2017 PTP without the annotations to facilitate use; (viii) a collection of the articles from *The Negotiator* to date on the PTP, as updated to reflect the final document; and (ix) a redline of the final document relative to the 2000 PTP. While we do not expect that the redline to the 2000 PTP will be reviewed in any detail, we believe that even a cursory glance at that redline will demonstrate convincingly the thought and effort invested in the 2017 document over 20 months by our 15 member committee.

The February article was about the transition to use. This month's article is about Clauses 2.01-2.03.

Clauses 2.01 And 2.02: A Shift of Content to the Property Transfer Procedure

The 2000 PTP had been structured so that the content in Clauses 2.01 and 2.02 would be included by the Parties in their Head Agreement and customized to their particular transaction. This was modified as of the 2017 PTP by including these Clauses in the PTP. This reflects the intention to increase consistency and the belief that these Clauses would be suitable for the majority of transactions. Shifting these Clauses into the PTP simplifies the creation of the typical Head Agreement, notwithstanding that adjustments would be required for an Asset Exchange or a transaction with different Asset types (e.g., the exclusion of Tangibles or the addition of seismic).

Clause 2.01 is a generic reference to the acquisition and disposition of the Assets.

Clause 2.02 identifies the Base Purchase Price and the associated tax allocation.

The definition of Base Purchase Price was introduced in the 2017 PTP to differentiate between the original negotiated price and the adjusted Purchase Price that reflects adjustments, any other modifications and the handling of any Interest Amount that accrues during the Interim Period.

Tax Allocations: The Parties must allocate the consideration for tax purposes among the Petroleum and Natural Gas Rights, the

Tangibles and the Miscellaneous Interests, with an additional allocation to product inventory if Paragraph 4.01(g) applies to sulphur and any required allocation to seismic. This allocation is required because of the difference in tax treatment between land acquisition costs (basically a 10% declining balance writeoff) and Tangibles (generally a 25% declining balance writeoff for "Class 41" assets, with some different rates for certain special classes of assets).

A Vendor would prefer to maximize the allocation to Petroleum and Natural Gas Rights and to minimize the allocation to the Tangibles to maintain the maximum benefit associated with its tax pools. A Purchaser would generally wish to maximize the allocation to Tangibles.

Occasionally, a Purchaser will be a non-taxable or tax deferred entity that is not anticipated to be taxable in the foreseeable future. In such cases, there may be an initial temptation to structure the allocation to maximize the benefits to the Parties. This could involve a minimal allocation to the Tangibles for the benefit of the Vendor and a reduction of the Base Purchase Price for the benefit of the Purchaser. However, the allocation must always be reasonable. An artificial allocation would be reviewable under the anti-avoidance provisions of the *Income Tax Act* (Canada).

Notwithstanding the requirement that the allocation be reasonable, industry experience has generally indicated that a reasonable allocation for a typical producing property is 80% to Petroleum and Natural Gas Rights and 20% to Tangibles, and the Clause reflects that handling.

The onus is on the Parties to assess the suitability of that outcome in their Agreement. The Parties can easily modify those allocations for any particular transaction, however, and the bolded Paragraph in the sample annotated Schedule of Elections and Modifications included as Addendum I reminds users of this. It would not be appropriate to use those allocations, for example, if the property comprised primarily capped wells with minimal associated Tangibles, passive interests (ORRs and NPIs) or primarily Tangibles, such as a major gas plant.

Asset Exchange: Significant modifications to Clause 2.02 would be required if the transaction were an Asset Exchange. Addendum IV at the end of the PTP provides a sample provision that might be considered for an Asset Exchange.

Seismic Data: The issues with geophysical data (e.g., data owned with third parties, the handling of derivative products, change in control) are complex. They would have required the inclusion of layers of content that would often have no application to the typical modest to low value transaction for which the PTP has been designed. As a consequence, we chose not to include that content, such that Parties that required that content would need to negotiate provisions applicable to their situation (e.g., a definition of “Seismic Data”, a modified definition of Assets, a Schedule outlining the location of the applicable program areas and probably the form of a licencing agreement).

A licenced copy of proprietary seismic data could be included in the transaction for nominal consideration or as a value item. If the latter, a separate allocation to seismic would be required, with a consequential modification to the reference to the allocation to Miscellaneous Interests, such as “Miscellaneous Interests Other Than Seismic”.

Clause 2.03: Receipt and Handling Of Deposit

The 2000 PTP was structured so that any Deposit was created in the Head Agreement. This was modified as of the 2017 PTP by including an optional Deposit Clause. In practice, a Deposit will often not be required in minor value transactions, such that this

optional Clause would not be selected to apply. This is particularly the case if the Vendor determines that the ongoing business relationship between the Parties is such that a Deposit is not required to secure performance.

The Deposit in this Clause is structured as 10% of the Base Purchase Price, to reflect the most typical Deposit threshold. The Parties can easily modify this threshold for any particular transaction, and the bolded Paragraph in the sample Schedule of Elections and Modifications included as Addendum I reminds users of this.

The Clause is consistent with the provision typically used in industry’s Purchase & Sale Agreements, in that it acknowledges receipt of any required Deposit. The Parties will need to determine the logistics for delivery of the Deposit under their particular Agreement. For the typical transaction for which the PTP is being used, the Vendor might often choose to have its representative exchange a copy of its execution page of the Agreement for the Deposit. A more elaborate process might be used if the Deposit is being made through a wire transfer.

The Clause also addresses some of the procedural obligations if there is a Deposit. The Vendor will hold it in trust on behalf of the Purchaser, to be applied against the Purchase Price if Closing occurs. A Purchaser might require a modification so that a Deposit would be held in a special trust account if the Deposit

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were very large or there were material concerns about a Vendor's financial situation.

If Closing does not occur, the handling of the Deposit is addressed by this Clause and the default provisions of Article 12.00 (i.e., the Deposit would be defaulted to the Vendor if Closing did not occur because of a default of the Purchaser). If the Deposit is to be returned to the Purchaser, interest accrues on the Deposit at the Prime Rate, plus one percent, even if the Vendor does not deposit the funds with a financial institution. Prime Rate, plus one percent, was chosen for consistency with the treatment in the definition of Interest Amount and under Clause 2.06, to recognize that the Deposit would only be returned if the Purchaser was not at fault. As the interest rate payable on short term deposits will typically be approximately 2% below the Prime Rate, Parties might sometimes prefer to modify the PTP to use revised rates.

Become Familiar With What is an Election and What Isn't

One of our objectives when preparing the 2017 PTP was to minimize the number of elections and optional elements to make it more user friendly than the 2000 PTP. One of the things we did in this regard was to pick a value that we thought reflected the prevalent practice or a logical outcome without presenting it as

an option, while recognizing that there are a number of these for which it would not be uncommon for the Parties to choose a different value in any particular transaction (e.g., the 80-20 tax allocation in Clause 2.02 and the optional 10% Deposit in Clause 2.03).

It is very important for users to understand this approach as they begin to work with the document. To assist users with their transition to the 2017 PTP, an overarching annotation about this approach that identified the more typical provisions of this type that should be considered for each transaction was included at the beginning of the annotations. These items are also identified in the applicable text and in the bolded reference in the Schedules of Elections and Modifications included in the various Addendums at the end of the document.

One of the first things someone considering using the 2017 PTP should do, therefore, is to review the Schedule of Elections and Modifications in Addendum I to become familiar with what is and is not an election in the PTP.

We look forward to hearing about your experiences as you begin to work with the 2017 PTP. 📖

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An Open Letter to the Prime Minister's Office

CAPL has taken a stronger stance on issues that impact our industry and our members. This has included communicating more with our community, stakeholders and political leaders. The following is a letter recently sent by the CAPL Board of Directors to Prime Minister Justin Trudeau.

February 9, 2018

IT HAS BEEN A YEAR AND A HALF SINCE CAPL APPROACHED YOU at the federal level on a topic of national interest, via a letter to Minister McKenna and yourself in June of 2016 regarding



the importance of national pipeline projects. For a week now we have been watching the unfolding situation regarding the permitted Kinder Morgan 'Trans Mountain Pipeline' and regulatory hurdles proposed by the Province of British Columbia. We believe this is clearly intended to be obstructionist and is unconstitutional and amounts to a jurisdictional challenge. Regardless

How some people in this country can think we can continue to prosper and provide the benefits we often take for granted by shutting down resource development is perplexing to say the least.

of B.C.'s protestation of rights to managing their environment we believe one province cannot infringe on federal rights. CAPL, representing nearly 1600 members, all working in the land side of the energy industry across Canada, directly understand the importance of completing this pipeline project, but more importantly, we recognize from past experience, the value of a Federal regulator carrying jurisdiction over Provincial jurisdiction. There is and has to be a national decision maker to ensure projects are vetted properly. Trans Mountain has been thoroughly reviewed and approved. Nothing can change that nor should there be an ability by a province to interrupt that. Our concern lies with you Sir. That your words appear to have little meaning to the Premier of B.C. Unintended consequences aside, this is an affront to Canada's Federal powers. We live and prosper in a country under a parliamentary system and usually every province respects this system, especially while decisions are being made in the national interest. The exception is Premier Horgan and his cabinet who appear more concerned about preserving their

slim coalition government. This is no secret – we all know what is going on here. The B.C. coalition NDP government's intention is to prevent this pipeline, as they have stated, at any cost. Even to a contravention of constitutional powers. This must stop forthwith.

Although the jurisdiction over natural resources lies with the provinces, one of the roles of our Federal Government is to ensure the responsible development, which includes the sale of same, of our country's natural resources. Today and in this instance, we are losing that opportunity. Alberta's Premier Notley is under extreme duress to bring this pipeline to completion. This setback is compounded by the departure of many international companies from the western sedimentary basin largely because of regulatory uncertainty. Now, even in the face of our NEB approval, the B.C. government is accentuating that uncertainty. Premier Notley, her government, Albertans and many British Columbians are recognizing the foolhardy ways of the B.C. NDP government. We understand your opinions on these matters – big business versus the environment – but set the philosophical



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debate to one side. Pragmatism must be made to rule here and responsible sustainable development is the mantra. So the development must occur.

As Prime Minister of a great country, surely you can see the beginning of a slide precipitously backwards from investment that used to seek out a home here in Canada. Now we fear the message has already gone out to the world that Canada is not the opportunity it once was, despite having the best regulations in the world governing sustainable development. The ENGO's are winning as politicians across the country are desperate to curry favour with environmental protectionists. More than one national project has been stalled or cancelled due to movements sweeping the country. Any rational argument in favour of development cannot be heard over the din and roar of protesters. And yet this country was built on national projects that have fueled our magnificent civilized life.

How some people in this country can think we can continue to prosper and provide the benefits we often take for granted by shutting down resource development is perplexing to say the least.

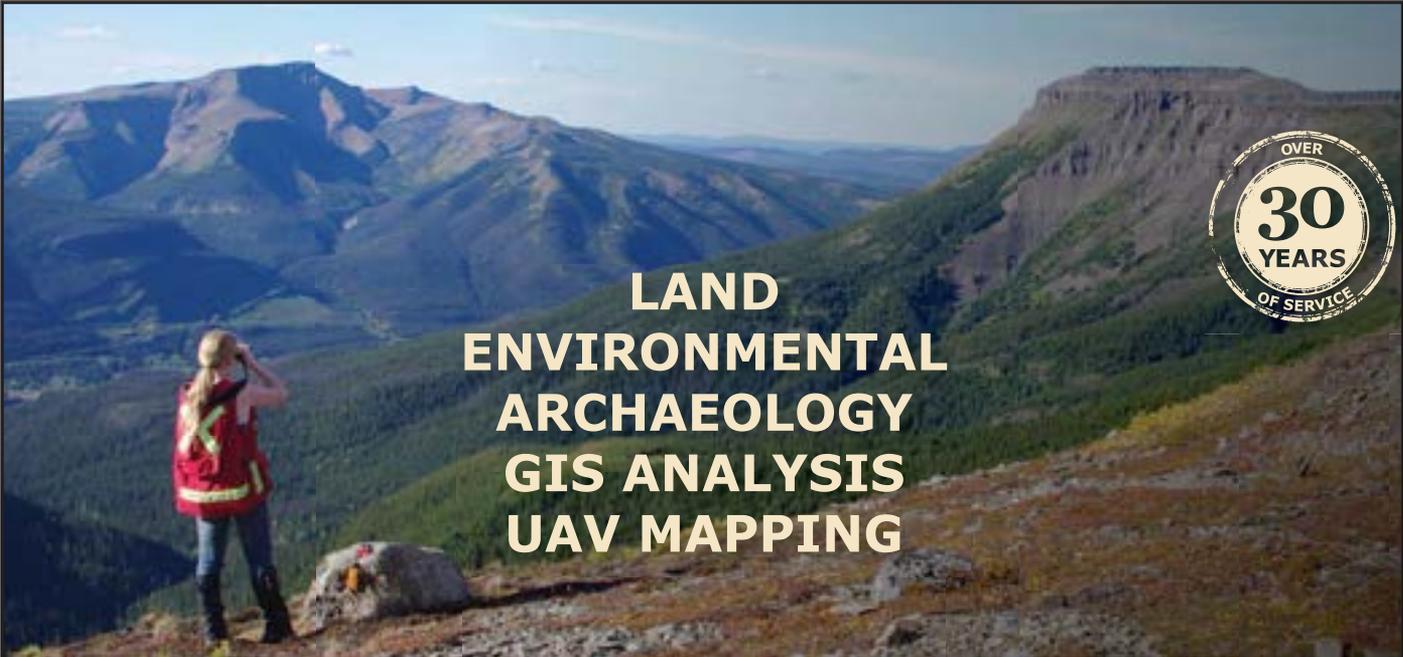
There is little need to make any arguments about the economic opportunity here and the need to build this pipeline; the jobs, the taxes, the royalty revenues. The arguments are so obvious the only argument you could make is why don't we build another line? We all live in a constitutional democracy under a

parliamentary system. As a federation we have built this country with many national programs – the railways, the Trans-Canada highway, and yes even a national pipeline, the TCPL. Today we have this wonderful opportunity of building out another national advantage – the Trans Mountain Pipeline. It is fully permitted, and there are people on the ground. Let's not let one premier think he can appropriate national powers and stop this project with a sleight of hand regulatory trick. We mentioned earlier unintended consequences and letting this slip by won't go unnoticed by other premiers. Once one horse slips out of the corral others will follow. Please Sir – You have a duty to uphold the constitution, and with it our national honor and heritage in mind.

Mr. Prime Minister, you need only to look as close as your lineage and find there the resolve to put a halt to this foolishness. Your father, while not always right, had the courage and the intellect to see things through. So summon Mr. Horgan to Ottawa, take him to task, offer him some Prime Minister's advice and teach him some manners in civil law. 📖

*Yours very truly,
Canadian Association of Petroleum Landmen*

*Larry B. Buzan, P.Land
President 2016-2018*



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CAPL Conference 2018



**THE DATES HAVE CHANGED!
THE CONFERENCE WILL
NOW RUN FROM SATURDAY,
SEPTEMBER 15 TO TUESDAY,
SEPTEMBER 18.** It is probably best
to ask Marilyn, Activities Chair, why
we have moved the dates around –
email her at mgosling@ridgeback.com.

The Operations Committee members, with the help of Kaitlin from the CAPL Office, are working on having the conference website and smartphone application “app” ready to go for April. We encourage everyone with a smartphone to download it now so you can be the first to know as the details come together. Moving away from paper by going digital is greatly improving efficiency and is reducing the cost to run our annual conference.

App Store: Download Attendify
(search: “2018 CAPL Conference”)

I would like to introduce the 2018 Conference Operations Committee that is executing this year’s event. If anyone has feedback on how we can run things in a new or more efficient manner please reach out to one of us:

- Aaron Giovanetto, PrairieSky Royalty Ltd.
- Anna Burden, Canadian Natural Resources Limited
- Cam Urquhart, Burgess Creek Exploration Inc.
- Craig Tyler, TORC Oil & Gas Ltd.
- Jackie Djuranic, Pine Cliff Energy Ltd.
- Jesse Griffith, CML, Crestwynd Exploration Ltd.
- Margaret Elekes, P.Land, Surge Energy Inc.
- Ryan Armstrong, Teine Energy Ltd.
- Shaun Thiessen, Astra Oil Corp.
- Taylor Searle, Spartan Energy Corp.
- Tom Templeton, Millennium Land Ltd. 

*Jeff Rideout, P.Land
2018 CAPL Conference Committee, Operations*

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**Nomination form available on the CAPL website.
Contact Larry Buzan with any questions.
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Board Briefs



The key discussion items at the CAPL Board of Directors' Meeting held January 9, 2018 at the CAPL office were as follows:

In Attendance		Absent	Guests
R. Baron	N. Millions	S. Williams	Kaitlin Polowski
L. Buzan	R. Pettifer		Karin Steers
M. Creguer	R. Pitchford		
T. Galbreath	J. Redmond		
M. Graham	K. Rennie		
G. Miller	G. Richardson		

- Kristin Rennie, Finance, presented a Treasurer's Report as at December 31, 2017, showing CAPL investments totalling \$349,039.22 Canadian along with a cash balance of \$351,720.57 Canadian for a total of \$700,759.793. The CAPL Scholarship Fund has a balance of \$237,261.41 at the end of November 30, 2017. There were no transfers made since the last report. Kristin noted that membership fees had started arriving with increase of \$11,000.00. Look for a large spike in January with membership renewal deadline of January 31, 2018.
- Rob Pitchford, Membership presented the Board with a motion to endorse the recommendation of the Membership Committee to approve five Active, four Interim, one Student, eight candidates change from Active Membership to Senior Membership, five Honourary Members for 2018 in the Canadian Association of Petroleum Landmen, which were approved.
- Gary Richardson, Public Relations, had the following updates:
 - Last Meeting was held in October and the next meeting is scheduled for January 18, 2018.
 - Promotional Items: running on last year's inventory and will discuss this at the next PR meeting.
 - The next event is the John G. Diefenbaker High School on March 1, 2018
 - The Energy In Action Committee Update: N. Sitch has planned a meeting for January 15, 2018. Recently had a discussion with a reporter. G. Richardson and L. Buzan will draft a statement to be circulated to the Board.

- Noel Millions, Vice-President, informed the Board that the speaker at the January 18, 2018 Management Night Meeting will be Catriona Le May Doan. The new schedule for the four General Meetings will be January, April, September, and November. The new financial consultant started in January.
- Glenn Miller, Professionalism, had the following updates:
 - The committee met on November 28, 2017.
 - Professional Manual Updates: Glenn informed the Board that they are still looking for a person to rewrite the Tax Evaluation Section of the Manual. He asked if anyone on the Board would be interested or could suggest someone who might be interested.
 - Had a very positive conference call with CAPP on December 4 and has not had any feedback yet. Glenn will follow up on this with CAPP.
 - Glenn reminded the Board that this is a recertification year.
- Robyn Baron, Education, advised the Course Calendar is being finalized and should be available shortly. Robyn Presented a motion to reduce course fees for 2018 by \$25.00 dollars for both members and non-members. The motion was carried.
- Michelle Creguer, Business Development mentioned the regulations deadline is extended to December 31, 2019. Alberta Energy issued a policy option for the oil sands lease continuations. The package indicated that they would be holding one final consultation session on January 18, 2018 which would include discussion of the four policy options with a timeline for final comments to be received by January 31, 2018. The CAPP working group will meet January 5 and 12 to prepare for the January 18th session with the government. The package does not appear to be in alignment. With other policy changes in progress nor does it contain sufficient details to fully understand the proposals.
- Tim Galbreath, Business Development, informed the Board he has an upcoming meeting with the Tenure Industry Advisory Committee (TIAC) and is waiting for confirmation on the date.
- Glenn, Miller, Business Development, provided the following update:
 - The Kinder Morgan project hearings in Chilliwack and Burnaby to start in mid-January.
 - Detailed route hearing within the NEB approved corridor for Spreads 2 and 4 to start at the end of February.

- Shaun Williams, Technology, reported the migration to AWS is going well and will be fully migrated and live soon. This will allow the conference website to be updated soon and will put us way ahead of schedule. The website advertising will move forward with a combined effort with *The Negotiator*.
- Janice Redmond, Social, updated the Board on the St. Paddy's Day Networking event. Will be held on March 15, 2018 at Ceili's on 4th the event is being sponsored by Quorum and will be a nominal charge to attend.
- Marah Graham, Communications, reported that the committee is struggling for advertisers for 2018 and asked if the Board had any suggestions on companies that might be interested. She is also planning on approaching CBN to reduce the copies to below the 1000 level they currently have set.
- Larry Buzan, President gave the following update on the AAPL Director meeting scheduled for March 9 – 11, 2018 in La Jolla, CA and N. Sitch has agreed to stay on one more year to assist L. Buzan in the Past President role. L. Buzan gave a short update on the Elections.
- Larry Buzan, President, reminded the Board of the following:
 - The next General Meeting is the Management Night on January 18, 2018 at the Westin Hotel.
 - The next Board of Directors' Meeting will be held on Tuesday, February 6, 2018 and will be held at the CAPL office.
 - Meeting adjourned. 📄

Shaun Williams

Secretary/Director, Technology

The Negotiator's Messages From the Board



Business Development – Alberta

IN MAY OF 2017 I WAS ELECTED TO THE CAPL BOARD AND AM THE DIRECTOR IN CHARGE OF ALBERTA BUSINESS DEVELOPMENT.

Much of my first year has been playing “catch up” on all the various

committees, with the Tenure Industry Advisory Committee (TIAC) being one of them. Many thanks to our volunteers, without them it would be a full-time job for someone to manage just one portfolio.

The TIAC is a group of Industry and Regulator/DOE personnel set up to discuss and solve ongoing “process/procedural” issues and to help both sides work better together to present recommendations prior to initiation/implementation.

In my first meeting late last year I heard industry concerns regarding parties not registered on a Crown Lease. Unrecognized parties become nervous, and rightfully so, when the Designated Representative has been driven into Receivership. Once the courts appoint a Receiver, things become very official and “regulated”. Be mindful that the Receiver is an officer of the court and acting as such is a much bigger issue than simply negotiating between oil companies. Since I have been with a receiver for

nearly a year, now I certainly get the industry angst and more so why the Receiver acts as it does.

The conversation at the last TIAC meeting centered around a way to somehow recognize or protect the trust parties, however, the non-industry members in the meeting weren't quite sure if that was possible given the systems they work with (i.e.: ETS). The take away was, “what can we do to advise the Crown that the unregistered parties are indeed an equity partner with ownership in maybe only a zone or a geographical portion of the land”. There is no way to split the lease – so what to do?

Days after the meeting, I proposed a possible solution where maybe there could be a “free fields” section in the ETS system where the Trustee could add non-registered parties, their interest and in what. Granted they would still remain unregistered, since we can't split the lease, but at least it would be noted that there are beneficiaries involved. This way the Crown would at least know why an unregistered party is calling them in the case of a receivership or default by the Designated Representative (“DR”). This idea is to try and eliminate the problems we experience when beneficiaries go unrecognized and how those beneficiaries can perhaps get help or understanding from the Crown as to why they are involved in trying to fix a problem - without the help of a defunct DR.

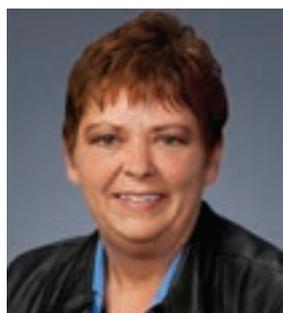
After my email exchange, the Crown representative wrote me back and essentially said no they couldn't make their systems do

what I was suggesting. My suggestion to you: try to ensure you have done all you can to get registered and keep a running list of those “trust relationships and lands” so it is ever present in your land administration department and it does not go unchecked for long periods of time. In the meantime we continue to search for solutions, if any, with no guarantees it can be solved.

On another topic: our President and I are thinking of a way to have unscripted meetings with the younger crowd of landmen in the CAPL or from U of C, SAIT and MRU. There will be no agenda and no expected outcome other than to get to know the crowd so they know the “long in the tooth” landmen are approachable and are here to help. Maybe twenty people at a time would work. Hopefully we could make this a fairly regular thing so the younger group of our fraternity, or anyone that wants to get to know us, can feel comfortable knowing that we are here to help. With our years of experience, that doesn’t make us untouchable. Please know that I am always available, feel free to call. ☰

Tim Galbreath

Director, Business Development, Alberta



Business Development – Saskatchewan and Oil Sands
THE BUSINESS DEVELOPMENT PORTFOLIO IS OVERSEEN BY MULTIPLE DIRECTORS: ONE FOR SASKATCHEWAN AND OIL SANDS; ANOTHER FOR ALBERTA AND A THIRD FOR

BRITISH COLUMBIA. The primary focus of the Directors is to stay in close contact with the Tenure branches of the Energy Ministries of the Western Canadian Provincial Governments. Our goal and mandate are to advise and update the membership of changes linked to Regulations and to provide input to these ministries on comments from our membership regarding these changes. Accordingly, it is the portfolio’s charge to advise the membership of changes – it is the membership’s responsibility to advise your directors of any comments or concerns that should be passed on to the ministries. CAPL, both through the portfolio Directors, and the multiple member volunteers continue to take advantage of any opportunities to attend sessions with government and other associations to ensure our membership is up to date. As with the ongoing evolution of the regulatory framework within our industry, below are the highlights of the most impactful changes that have occurred during the past year.

Saskatchewan

The Saskatchewan portion of my portfolio is very light work for me due to the outstanding volunteers that interact regularly

with the Saskatchewan government and its respective committees. We have not posted any significant changes over the past year, however, ongoing improvements to processes and systems continue through ISC (Information Services Corporation) and SK-IPTAC (Saskatchewan-Industry Petroleum Tenure Advisory Committee) and various other subcommittees. Late in 2016, the consolidation of multiple regulations into the Oil & Gas Tenure Registry Regulation (OGTRR) was implemented to improve and modernize Saskatchewan regulations. Further information is available in the December 2016 *Negotiator* article and at www.economy.gov.sk.ca. Special thanks to all of the CAPL volunteers directly involved with the Saskatchewan government for their ongoing dedication to further enhancements.

Alberta Oil Sands

In August 2016, Alberta Energy began consultation on proposed changes to the Oil Sands Tenure regulation. The past eighteen months of interaction on these proposed changes included several consultation sessions with various industry committees involved (CAPP, IOSA, ACR & EPAC) which included many of CAPL’s members. Thanks to all for the professional representation of our association. In June 2017, the government agreed to participate in a comprehensive review of the data to ensure policy changes are aligned and reflective of what is occurring in oil sands development. Most recently, there was a consultation session held January 18, which originally was scheduled as the final session with industry. However, based on questions presented at this session, Alberta Energy agreed to coordinate a collaborative working session with industry to better understand the potential unintended consequences the current proposals contain. We anticipate this to be held in February or March 2018. This is a positive step to improve the understanding within government of how oil sands are developed. The current regulations have been extended to December 2019, with government pushing for changes to be implemented in 2018. Stay tuned as this process continues – updates will be shared with the CAPL membership on the website as they become available.

Many thanks to all for the support during my four years on the CAPL BOD managing this portfolio. My term will be completed in April this year. Even though we’ve still not finalized oil sands regulation changes that have been in-process since I took on the role, the collaboration with the people involved in this process has been rewarding and I am confident their expertise will ensure government gets it right! It has been a great pleasure working with our membership on the BOD, a great learning opportunity for any others willing to volunteer for a term or two. ☰

Michelle Creguer

Director, Business Development, Saskatchewan and Oil Sands

Get Smart

Note: Registration is open online for confirmed courses. If status is “closed” we are working to finalize course details. Please check back for updates.

March 2018 Courses

Professional Ethics: Theory and Application

March 20, 2018 8:30 a.m. to 4:30 p.m.

This seminar is suitable for all interested land personnel and is required for prospective CAPL members as well as CAPL’s professional certification program. This seminar is intended to increase the understanding of ethics and the dimensions to ethical behavior by stimulating the ethical thought process, giving a basic introduction to the nuances of ethics, introducing a number of methods used in ethical decision making, and providing a forum for discussions with respect to land related ethical issues. Case studies will encourage class discussion and give each participant insight into the morality vs legality question.

Constructive Conflict Management (PSL®)

March 21, 2018 8:30 a.m. to 4:30 p.m.

This seminar is intended for individuals who deal with conflict in the workplace on a regular basis and require a platform to better deal with it. *NOTE: This course is also known as “Dealing With Difficult People” and please note that there is a 15-20% overlap in material between Constructive Conflict Management and Negotiation Skills for Surface Land Agents.* The instructor will discuss how and why conflict occurs in the workplace and discuss solutions for dealing with it and avoiding it in the future. Topics will include professionalism, defusing angry and aggressive subjects, and understanding why people act as they do during conflicts. Both presentations and interactive discussion will be used throughout the course to help identify the difference between people’s positions and their interests. The course will conclude with an interactive skills practice session focusing on newly learned Active Listening Skills.

April 2018 Courses

Directive 056: AER Energy Development Applications Public Consultation Requirements (PSL®)

April 05, 2018 8:30 a.m. to 4:30 p.m.

This seminar is designed for land agents, land administrators, operations engineers as well as any other personnel who may be responsible for AER applications or regulatory compliance issues. The AER (the “Board”) believes that appropriate notification and public consultation must be conducted well in advance of the

submission of an application to the AER. It must be thorough enough to allow all parties who are affected to be sufficiently aware of not only the proposed project, but the Board process as well. The Board believes that the public must have sufficient information to participate meaningfully in the decision making process, to voice their concerns and have their concerns heard and properly addressed, and if possible, resolved. The proponent’s information must be extensive, consistent, factual and must be disclosed in a timely manner, and if the proposal is part of a larger project, the proponent should be prepared to discuss the entire project and explain how its components compliment other energy development plans in the area. This seminar helps proponents understand the public consultation requirements, expectations of the AER and assists companies in completing the application or audit processes for regulatory compliance.

2015 CAPL Farmout and Royalty Procedure

April 17, 2018 8:30 a.m. to 4:30 p.m.

April 18, 2018 8:30 a.m. to 4:30 p.m.

This course is intended for any land personnel requiring a better understanding of the 1997 and 2015 CAPL Farmout and Royalty Procedures and the associated 1997 and 2015 CAPL Overriding Royalty Procedures, with a focus on the differences between the 1997 and 2015 documents. Given the commonality on the operative provisions of the two documents, the review of the Overriding Royalty Procedure focuses on the major differences between the handling of ORRs relative to that in the Farmout and Royalty Procedure. The focus of the course will be on a conceptual review of the major provisions of the documents and their evolution over time. This review is largely designed to offer attendees comfort and confidence with the 2015 versions of the documents.

Fundamentals of Surface Agreements (PSL®)

April 26, 2018 8:30 a.m. to 4:30 p.m.

This course is intended for industry personnel who require a detailed understanding of the surface documents used in the oil and gas industry. Those of interest will have desire for a greater understanding of the different Surface documents available. This course is for the purposes of having detailed discussions about land agreements that are most commonly used during the surface acquisition process. Types of agreements include the Alberta Surface Lease, Alberta Right-of-Way Agreement, Amendments, Damage Releases, and Temporary Work Space Agreements. Other miscellaneous surface documents will be discussed as to when, where and how they are to be used. This course also covers the basic concepts of contract law, the Dower Act, Surface Rights Act, and Land Agent’s Licensing Act, and how these relate to surface land acquisition. 

Roster Updates

New Members

The following members were approved by a Motion on January 9, 2018:

Applicant	Current Employer	Sponsors
Active		
Melanie Beardsworth	Chevron Canada Resources	Greg Andrusiak Joseph Iaquina Perry Tse
Hao Hua	Rockeast Energy Corp.	Christopher Ellis Brennan Kasper Chris Worden
Margot McNeil	Canadian Natural Resources Limited	Cindy Cameron Kenneth Pretty Sandy Sandhar
Elizabeth Station	Imperial Oil Resources Limited	Stephanie Gist Marianne Lynn Zenwill Sequeira
Justin Sullivan	LandSolutions LP	Helmut Eckert, P.Land Chad Hughes, PSL James Nixon

Student

Marat Ahmad Mount Royal University Andrea Gill

Interim

Matthew Geib Crescent Point Energy Corp.
Jered Gracher Crescent Point Energy Corp.
Michael Mosso PrairieStorm Energy Corp.
Christopher True Rife Resources Ltd.

Honorary

Brenda Allbright Alberta Department of Energy (Retired)
Anne-Marie Erickson National Energy Board
Colleen Menard Canada-Nova Scotia Offshore Petroleum Board
Domenic Pantalone Natural Resources Canada
Paul Negenman Lawson Lundell LLP

The following members were approved to change their membership status from Active to Senior:

Don Austin
Ken Cruikshank
Michael Flanagan, P.Land
Richard Grant, P.Land
Anne Hand
Susan Kuethe, P.Land
Andrew Lynch
Jane McKinnon, P.Land 

On the Move

Michael Behrman	BRITT Land & Engagement To Independent
Pamela Carlson	Pengrowth Energy Corporation To Steelhead Petroleum Ltd.
Bernadette Clancy	Steelhead Petroleum Ltd. To 1500339 Alberta Ltd.
Darcy Douglas	Pembina Pipeline Corporation To Independent
John Ediger	Independent To Edogawa Resources Ltd.
Richard Gibbs	Independent To Fractal Resource Holdings Inc.
Derek Jacobus	RPS HMA To Vertex Professional Services Ltd.
Colin Kay	Trout River Energy Inc. To NVP Exploration Inc.
Candace Kendrick	Canadian Natural Resources Limited To Independent
Mike McGeough	Tangle Creek Energy Ltd. To Independent
James Nixon	Phaeton Resources Limited to to Avila Exploration and Development (Canada) Ltd.
Sharlene Tamura	ConocoPhillips Canada To Cenovus Energy Inc.
Kari Webb	Independent To 1963977 Alberta Ltd. 

In Memoriam

Margaret Holmes

It is with deepest sadness that the CAPL announces the passing of Margaret Holmes (Snyder) on December 16, 2017 at the age of 76. She is survived by her daughters Karen O'Connor (Tim), and Laurie Derksen (Dale), son Darren Snyder along with five grandchildren and two great grandchildren. Marg was predeceased by her parents Janet and Art Holmes and her brother Roy Holmes.

Marg was a smart, vibrant woman who lived a life filled with love and passion. She was also a wonderful mother and a doting grandmother. Marg joined the CAPL in 1981 and enjoyed a 30+ year career and also earned a BA in Political Science from the University of Calgary. She was also a long-time member of the Calgary Activettes Service Organization.

Marg travelled extensively around the world and especially enjoyed cruises.

Marg enriched the lives of those who knew her and will be truly missed by all of those that had the opportunity to know her.

Robert Davidson

It is with deepest sadness that the CAPL announces the passing of Robert Davidson.

Robert, beloved husband of Patricia Gail Davidson (nee Ehret) of Calgary, Alberta, passed away on Tuesday, January 16, 2018 at the age of 64 years.

Rob graduated from the University of Calgary in 1976 with a Bachelor of Commerce Degree in Marketing and started his career in Oil and Gas as a Landman for Pacific Petroleum Ltd.

He became a member of the Canadian Association of Petroleum Landmen in 1977. Over the years, Rob worked for a few small Oil and Gas companies before joining Pemoco Ltd., as Vice President, Land in 1987. Rob loved his family dearly, spending many happy hours with family and friends at the Panorama ski cabin, or on the water at the Sylvan Lake cabin. For the last eleven years, he and Patti were fortunate enough to escape a good part of the cold Calgary winters at their condo in Maui and travelled to a number of interesting areas of the world with some of their best friends.

He was a wonderful husband, loving father and good friend. He had a great sense of humour; was kind, thoughtful, generous and a true gentleman. Rob loved to golf, was passionate about cars and loved his sports. While missing him will be a heartache that never goes away, remembering him each day will come easy.

Besides his loving wife, Patti, of 35 years, Rob is survived by his two children, Jaime and Warren (Emma); his brother, Murray (Jacquie); sister, Karen (Frank); niece, Ashley and nephews, Andrew, Michael and Jordan. 📖

2018 CAPL Curling Bonspiel



IF YOU HAVE NOT REGISTERED FOR THIS YEAR'S 41ST ANNUAL CAPL CURLING BONSPIEL, then please go to the CAPL website at landman.ca, as space is limited. This event will be held at the Calgary Winter Club on Thursday, April 5, 2018.

NEW TIME! Registration will now begin at 2:30 p.m. until 3:00 p.m., as we are allowing people to work the majority of that day. The registration time will provide everyone with an opportunity to network with one another before the first rock is thrown.

Curling will start at 3:00 p.m. sharp and finish around 6:00 p.m. At that time, cocktails, some more networking and a fabulous dinner buffet around 6:15 p.m. will be provided. After dinner, we will hand out some prizes before we close out the day by 7:00 p.m. This is a fun event, geared towards networking with your fellow landmen, so previous curling experience is not necessary.

The Entry fee is \$120.00 for CAPL members and \$150.00 for non-CAPL members (GST not included). If you would like to sponsor this event, the cost is \$300, which includes one free curling entry.

Our online curling registration deadline is Tuesday, March 27, 2018. This is a first come first serve event, so if this event sells out, we will place you on the waiting list and contact you if an opening becomes available.

If you require further information, or if your company is still interested in sponsoring this event, please contact one of the committee members listed below:

Kevin Koopman	(403) 807-1992	Rob Heynen	(403) 930-1053
Richard Forrester	(403) 930-1052	Justin Rockafellow	(587) 293-4065
Wayne Ellis	(403) 604-0309	Bryan Edstrom	(403) 462-4634
Tasha Anderson	(403) 767-6474	Mike Twomey	(587) 393-8655

Please complete your entries on the CAPL website or call one of us if you need help. We have sold out this event the past nine years, so let's keep the streak going. We look forward to seeing all of you on Thursday, April 5, 2018. 📖

The 2018 CAPL Curling Committee

The Social Calendar

EVENT	DATE	TIME	LOCATION	COST (INCLUDING GST)	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL	REGISTRATION DEADLINE
St. Paddy's Networking Night	15-Mar-18	5:00 PM	Ceili's on Fourth	\$26.25	Karin Steers	(403) 237-6635	ksteers@landman.ca	9-Mar-18
2018 Annual CAPL Curling Bonspiel	5-Apr-18	2:30 PM	Calgary Winter Club	Members \$126.00 Non-Members \$157.50	Kevin Koopman	(403) 930-3313	KevinKoopman@synergyland.ca	5-Apr-18
CAPL 20 th Anniversary 2018 CAPL Squash Tournament	20-Apr-18	1:00 PM	Glencoe Club	\$89.25	Travis Monk	(403) 930-1751	tmonk@spartanenergy.ca	19-Apr-18
Elections/Merit Awards Dinner	26-Apr-18	4:30 PM	The Westin Hotel	Members \$36.75 Non-Members \$89.25 Student \$36.75	Karin Steers Kaitlin Polowski	(403) 237-6635	ksteers@landman.ca reception@landman.ca	20-Apr-18

* Information and online registration: **General Meetings:** <http://landman.ca/events/general-meetings/> **Social:** <http://landman.ca/events/social-events/>



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CAPL Calendar of Events

March

- 6 **Tuesday** Board Meeting
- 7 **Wednesday** Alberta Crown Land Sale
- 15 **Thursday** St. Paddy's Networking Event
- 20 **Tuesday** Professional Ethics: Theory and Application
- 21 **Wednesday** Alberta Crown Land Sale
- 21 **Wednesday** British Columbia Crown Land Sale
- 21 **Wednesday** Constructive Conflict Management (PSL®)
- 30 **Friday** Good Friday 📅

April

- 2 **Monday** Easter Monday
- 4 **Wednesday** Alberta Crown Land Sale
- 5 **Thursday** CAPL Curling Bonspiel
- 5 **Thursday** Directive 056: AER Energy Development Applications Public Consultation Requirements (PSL®)
- 10 **Tuesday** Saskatchewan Crown Land Sale
- 17/18 **Tues/Wed** 2015 CAPL Farmout and Royalty Procedure - 2 day
- 18 **Wednesday** Alberta Crown Land Sale
- 18 **Wednesday** British Columbia Crown Land Sale
- 20 **Friday** CAPL Squash Tournament
- 26 **Thursday** Fundamentals of Surface Agreements (PSL®)
- 26 **Thursday** General Meeting- Elections/Merit Awards Dinner 📅



St. Paddy's Networking Night

March 15, 2018

- Cocktails:** 5:00 p.m.
- Where:** Ceili's on Fourth
351 4 Avenue S.W.
- Cost:** \$26.25

To register, please go to the event tab on the CAPL website.
Deadline for registration: Friday, March 9, 2018. 📅

Elections & Merit Awards Dinner

April 26, 2018

- Cocktails:** 4:30 p.m.
- Dinner:** 6:00 p.m.
- Where:** The Westin Hotel Calgary
320 4 Avenue S.W.
- Cost:** Members – \$35.00 plus GST
Student Members - \$35.00 plus GST
Non-Members - \$85.00 plus GST

To register, please go to the event tab on the CAPL website.
Deadline for registration: Friday, April 20, 2018. 📅

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