

March 2021



OFFICER'S FORUM

PBLA week is coming soon! It kicks off with Executive Night Tuesday, April 13th. The keynote speaker for that event is to be announced. As always, the speaker will be awesome! The next PBLA Lifetime Achievement Award recipient will be recognized that night as well. The next morning is the education seminar. We have a great slate of presenters there. Immediately following will be the Shrimp Boil. The golf tournament will be Thursday, April 15th.

We will announce via E-Mail the COVID protocol for each event March 30th.

We have a new board member, Mr. Justin Bone. Justin has agreed to be the co-director of the PBLA golf tournament. Welcome!

The PBLA Officers and Board of Directors and volunteers are par excellent! Ditto for Mollie McAuliffe, our Executive Administrator! She has been a stalwart for the PBLA for over a decade! Thank you all for all that you have done to keep this organization afloat during this tumultuous time!

Thanks to you, our members for renewing your memberships! Finally, we are deeply grateful to our sponsors for their continued support! It has been humbling to see the sponsorship checks arrive in spite of what has happened the last year!

The Education Seminar is a great way to earn continuing education credits. The last few years, multiple attendees have not shown up after lunch and some sign in in the morning but do not attend the presentations. Yet the AAPL says everyone claims 100% attendance! Please be considerate of the speakers, the organizers, the other people who want to attend (whose place you may have taken), the AAPL and your sponsors and attend the sessions that you are claiming. You may not sign in for others. Misrepresenting your attendance may cost you your certification. This has to stop! We want our profession to be a respected one and we want the PBLA to be a model organization for others to follow.

Finally, if the vote passes, we will formally be voting for future First Vice Presidents (First Vice Presidents become the program directors and serve as President the ensuing year) through our web site. The vote will be announced and take place in April.



May God bless each and every one of you and yours,

Tip Kirwan
President

DOCUMENT UNITY: DRAFTING DOCUMENTS TO INCLUDE EXACTLY WHAT YOU MEAN TO CONVEY

By: Toni Smith

Drafting and interpreting conveyances of oil and gas properties is an inherent part of the job for landmen and many others working in the energy industry. Recently, Texas courts have scrutinized language in conveyances, pointing out that conveyancing documents are subject to numerous rules of deed and contract construction. The courts' scrutiny emphasizes that precise drafting is essential to a successful transaction.

When parties are buying and selling assets, the conveyances meant to accomplish the transfer are not often prepared by a single person. The text of the conveyance may be prepared either by in-house or outside legal counsel; while the property description and exhibits are frequently prepared by landmen or landowners, which can lead to ambiguity in the document. The following cases illustrate the importance of unifying the body, property description, and exhibits of a conveyance to ensure that it conveys what is intended – no more and no less.

Piranha Partners v. Neuhoﬀ¹

In *Piranha Partners v. Neuhoﬀ*, Neuhoﬀ Oil & Gas (“Neuhoﬀ”) purchased an interest in the “Puryear Lease”, which covered minerals under all of Section 28 in Wheeler County. Subsequently, Neuhoﬀ assigned its interest in the lease, reserving an overriding royalty interest. Up until 1999, the only well completed on Section 28 was the Puryear B #1-28, located on the northwest quarter of Section 28. In 1999, Neuhoﬀ sold its overriding royalty interest to Piranha Partners (“Piranha”) by an Assignment (“Assignment”), which provided that:

[Neuhoﬀ] does hereby assign, sell and convey unto [Piranha] ... all of [Neuhoﬀ's] right, title and interest in and to the properties described in Exhibit “A” (the “Properties”).

The Assignment also provided that it covered:

All oil and gas leases, mineral fee properties or other interests, INSO FAR AND ONLY INSO FAR AS set out in Exhibit A ... whether said interest consists of leasehold interest, overriding royalty interest, or both ... which [interest] shall include any working interest, leasehold rights, overriding royalty interests and reversionary rights held by [Neuhoﬀ], as of the Effective Date.

¹ *Piranha Partners v. Neuhoﬀ*, 596 S.W.3d 740 (Tex. 2020).

DOCUMENT UNITY: DRAFTING DOCUMENTS TO INCLUDE EXACTLY WHAT YOU MEAN TO CONVEY

Exhibit A of the Assignment describes the Puryear interests as follows:

Lands and Associated Well(s):

Puryear #1-28
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 818 [sic]

After 1999, the operator under the Puryear Lease paid the overriding royalty interest for production on the Puryear B #1-28 well to Piranha. The operator later drilled additional wells on Section 28, but paid the overriding royalty interest for production on the new wells to Neuhoﬀ, believing that the Assignment only covered the overriding royalty interest as to production on the Puryear B #1-28. In 2012, the operator obtained title opinions, which concluded that the Assignment covered Neuhoﬀ's overriding royalty interest as to production on the Puryear Lease (all of Section 28), not just the Puryear B #1-28. The operator retroactively paid Piranha for production on the new wells and demanded a refund from Neuhoﬀ for past payments. Neuhoﬀ filed suit claiming that they only assigned the overriding royalty interest as to production on the Puryear B #1-28 well, and not on the entire Puryear Lease.

The Court held that the Assignment conveyed Neuhoﬀ's overriding royalty interest in production under the entire Puryear Lease, covering all of Section 28, to Piranha.

In interpreting any deed or contract that is unambiguous, the court must look to the four corners of the agreement to determine and enforce the parties' intent.² The majority found that the Assignment was unambiguous, which required it take a "holistic and harmonizing approach" to construe the Assignment, giving equal weight to all of the provisions and clauses therein.³ The majority reasoned that the Assignment expressed an intent to convey Neuhoﬀ's overriding royalty interest in the Puryear Lease as evidenced by the following findings:

² *Perryman v. Spartan Tex. Six Capital Partners, Ltd.*, 546 S.W.3d 110, 117-18 (Tex. 2018).

³ *Luckel v. White*, 819 S.W.2d 459 (Tex. 1991).

DOCUMENT UNITY: DRAFTING DOCUMENTS TO INCLUDE EXACTLY WHAT YOU MEAN TO CONVEY

(1) The granting language in the body of the Assignment did not just incorporate Exhibit A, but explained that the interests on Exhibit A include any overriding royalty interests that Neuhoﬀ then owned as identified on the Exhibit;

(2) The body of the Assignment also assigned Neuhoﬀ’s presently-existing contracts as they affect the leases, and that there would be no reason to convey the contracts as to the Puryear Lease if only the Puryear B #1-28 (or the northwest quarter) was conveyed therein; and

(3) Numerous paragraphs in the body of the Assignment state that the overriding royalty interests are payable out of production from leases and point to leases described in Exhibit A, indicating that the interest assigned was payable from production on the leases listed therein.

In short, the majority found that the inclusion of the well and its location on Exhibit A were included for descriptive purposes only, and did not limit the interest conveyed, despite the “insofar and only insofar” language in the body of the Assignment.

J. Hiram Moore, Ltd. v. Greer⁴

In *J. Hiram Moore, Ltd. v. Greer*, Mary Greer and her sisters partitioned an 80-acre tract located in the I&GN RR Co. Survey in Wharton County into four 20-acre tracts. Each sister received the surface and minerals under one tract (Mary obtained Tract No. 3), and a non-participating royalty interest under the remaining tracts. In 1988, Tract Nos. 1 and 2 were pooled with an adjacent tract in the Barnard Survey to form the SixS Frels Gas Unit. In 1997, Mary Greer and her sister executed leases on Tract Nos. 3 and 4. Subsequently, Mary executed a Royalty Deed (“Deed”) to Steger Energy Corp. The Deed conveyed the mineral royalties produced from “[a]ll of that tract of land out of the ... Barnard ... Survey, Wharton County, Texas known as the ... SixS Frels Unit”, and recited that:

it is the intent of this instrument to convey, and this conveyance does so include, all of grantors *[sic]* royalty ... in all oil, gas and other minerals in the above named county or counties [Wharton County], whether actually or properly described herein or not ...

However, Mary Greer did not own an interest in any tract in the Barnard Survey. In 1998, Tract Nos. 1-4 were pooled at a new depth. J. Hiram Moore, Ltd. (Steger Energy Corp.’s successor in interest) filed suit claiming royalties in the interests partitioned to Mary Greer in Tract Nos. 1-4 after Mary disputed J. Hiram Moore, Ltd.’s ownership in the new unit.

⁴ *J. Hiram Moore, Ltd. v. Greer*, 172 S.W.3d 609 (Tex. 2005).

DOCUMENT UNITY: DRAFTING DOCUMENTS TO INCLUDE EXACTLY WHAT YOU MEAN TO CONVEY

The Court held that the Deed was ambiguous.

The Court found that the specific description in the Deed recited a survey in which Mary Greer did not own an interest, and that the latter general granting clause purported to convey all of Mary Greer's oil, gas and mineral interests in Wharton County. The majority stated that if they gave effect to the general granting clause in the Deed, Mary Greer would have conveyed nothing and everything, which is ambiguous. Accordingly, the majority stated that it could not construe the deed as a matter of law, and remanded the case to the trial court to determine the parties' intent.

Davis v. Mueller⁵

In *Davis v. Mueller*, Virginia Cope ("Cope") conveyed her mineral interests in ten "vaguely described" tracts in Harrison County to JD Minerals. The conveyance included a Mother Hubbard clause and the following general granting clause:

Grantor hereby conveys to Grantee all of the mineral, royalty, and overriding royalty interest owned by Grantor in Harrison County, whether or not same is herein above correctly described.

James Hammond Mills ("Mills") also conveyed his mineral interests in two vaguely described tracts in Harrison County to JD Minerals in an identical deed as the Cope deed.

20 years later, in 2011, Cope and Mills, independently, conveyed to Mark J. Mueller the same mineral interests that they had previously deeded to JD Minerals in 1991. Mueller filed suit to quiet title to the mineral interests, claiming that the general granting clause and property descriptions in the 1991 deeds failed to satisfy the Statute of Frauds in that they were insufficient to identify the land conveyed therein.⁶

The Court held that that 1991 deeds were unambiguous and same conveyed title to Cope's and Mill's mineral interests in the Harris County properties to JD Minerals.

The Court found that the general granting clause in the 1991 deeds satisfied the Statute of Frauds. It stated that the general granting clause of "all of the mineral, royalty, and overriding royalty interest owned by Grantor in Harrison County, whether or not same is herein above correctly described" could not be clearer, that all means all. The Court distinguished this case from *J. Hiram Moore, Ltd. v. Greer* by reasoning that the general granting clause in *Moore* created an ambiguity, while the general granting clause in this case resolved an ambiguity.

⁵ *Davis v. Mueller*, 528 S.W.3d 97 (Tex. 2017).

⁶ *Long Trusts v. Griffin*, 222 S.W.3d 412, 416 (Tex. 2006).

DOCUMENT UNITY: DRAFTING DOCUMENTS TO INCLUDE EXACTLY WHAT YOU MEAN TO CONVEY

All of the cases noted above turned on the Courts' determination as to whether the conveyances were ambiguous. When a conveyance is unambiguous, courts will apply the four corners rule to determine the parties' intent and attempt to harmonize the whole document while giving equal weight to all of its provisions. Courts do not resort to arbitrary rules of construction where the intention of the parties is clearly expressed in unambiguous language.⁷ Thus, effective communication between the parties involved in drafting a conveyance can ensure that the language in the body, property description, and exhibits of the conveyance is unified, which may avoid leaving determinations of ambiguity and intent up to the Court.



Toni Smith is Senior Counsel at Antus & Patton LLP of Midland, Texas, and is licensed in Texas, New Mexico, and Washington. She is Board Certified in Oil, Gas and Mineral Law from the Texas Board of Legal Specialization. Toni's practice focuses on providing clients with Surface, Drilling, Division Order, and Acquisition Title Opinions. She also counsels clients on issues relating to acquisitions and divestitures, leasing, drilling, field strategies, production, and operation of oil and gas properties, including the drafting and approval of curative documents. Toni received her B.S. in Bioenvironmental Sciences from Texas A&M University in 2004, and her law degree from the University of Arkansas in 2010. You can contact Toni at tsmith@antuspatton.com or (432) 242-0470.

⁷ *Citizens Natl. Bank v. TP Railway Co.*, 150 S.W.2d 1003 (Tex. 1941).

TALL TALES OF WEST TEXAS LANDMEN

This story was related to me by my friend Suzy Richardson.

It appears her boss, who apparently was consumed with OCD asked Suzy to go scout a competitor's rig to determine if there was a flare or not. This was in Madison County and Suzy was working in the Courthouse in Madisonville. She didn't have a hard hat so she couldn't enter the gate to get a look.

She decided to ask a home owner if she could go to her backyard and see from there. The lady of the house gladly agreed.

What she didn't say was that she had some pet peacocks in her backyard! Suddenly, Susan was running for her life to her car from these blue, green, black and turquoise colored meanies!

Her boss from the company asked her what she saw. Her reply: "Well Bob, I saw a flare, but I got chased by peacocks and didn't have time to take any pictures. It's not my job anyway. And I'm not going back! They ripped my brand new jeans and I have my dress shoes on so I'm going back to the courthouse."

Thank you Suzy! That story adds new meaning to the word "Takeoff!"



If you have a land tale you'd like to submit to our growing inventory and possibly be featured in a PBLA Newsletter, please submit them to Tip Kirwan at kirwanthomas478@yahoo.com.

OBITUARY OF THE MONTH



C.O. Ted Collins, Jr. was born on May 26, 1938 in Fort Worth, Texas to Clyde Otto "Ted" Collins and Victoria Madden Collins. Ted had fond memories of growing up on Tremont Street in Fort Worth with his older sister, Patricia. Ted's father was a successful oil man and wildcatter – he is famed for having taken the first lease ever recorded in Lea County, NM - and Ted was eager to follow in his father's footsteps. After graduating from Arlington Heights High School, he pursued a Bachelor of Science degree in Geological Engineering, graduating from the University of Oklahoma in 1959.

Ted started his career in the business as a Petroleum Engineer with Pan American Petroleum, where he was stationed in West Texas. At 26, he struck out on his own as an independent, buying and trading leases and prospects with several partners. Just a few years later, he and a few partners created American Quasar Petroleum Company, which at one point was the largest publicly traded drilling fund in the country. In 1982, Ted left American Quasar to become President of HNG Oil Company which would later merge into and ultimately become Enron Oil and Gas, now known as EOG Resources. In 1988, Ted partnered with an old friend with whom he had worked at America Quasar, Herb Ware, to start Collins and Ware. Collins and Ware was one of the first companies to use 3D seismic technology as an exploration tool, which helped them find a number of new discoveries including Fusselman/Ellenburger zones. Herb and Ted ultimately operated numerous wells in multiple basins, including the Permian and Williston Basins.

Ted then turned his attention to new partnerships and ventures, and it was during this time that he started truly earning the moniker, "Ten Percent Ted", for his entrepreneurial pursuit of oil and gas deals and willingness to quickly make decisions and partner with a number of people and companies. One of the first new investments was an early lease play in Montana that became what we now know as the Bakken. Ted was among the first to sell Continental Resources leases in the play, and today they are one of the largest operators in the region. Ted also partnered with his old Fort Worth friend, George Young to form Collins and Young, LLC. Together they had great fun building a sizable position in the Barnett Shale, ultimately making several sales alongside their partners Chief Oil & Gas. He then went on to help create, with his partner Mike Wallace, what ultimately became RSP Permian, now a public company chaired by his close friend Mike Grimm. He also invested with a number of good friends in different ventures, including Cortez Resources, Crown Oil Partners, Double Eagle Development, Echo Energy, OGP Energy, Patriot Resources, Rubicon Oil and Gas, and Silverback Exploration. He served on a number of Boards over the years including most recently RSP Permian, Energy Transfer Partners, Oasis Petroleum and Kimbell Royalty Partners.

Ted was fortunate to have many wonderful partners and was always humble despite his many successes. He was known to repeat the old saying, "Have you ever seen a turtle perched on top of a fence post? If you think about it, he didn't get up there on his own – someone had to put

OBITUARY OF THE MONTH

him up there." Ted is the recipient of number industry awards and honors, including the 2006 AAPL Lifetime Achievement award, the 2008 Permian Basin Petroleum Association Top Hand award, induction into the Permian Basin Petroleum Museum Hall of Fame, along with Herb Ware, in 2009, the 2017 Hart Energy's Industry Leader Award, and he was set to receive the 2018 Mewbourne Distinguished Alumni Award from the University of Oklahoma. As Ted would say, "It really does not seem fair to get an award for doing something that you enjoy so much." He was also known to say each time he got one of these awards that he did not deserve it, he had just outlived his competition.

Ted was ingrained in his community and enjoyed helping others. He was always willing to take the time to speak with young folks trying to make their way in the industry. He served as the Chairman of Midland Wildcat Committee since 1984, was past President of the Permian Basin Petroleum Association, the Permian Basin Landman's Association, the Petroleum Club of Midland, and was an Advisory Director of TPH Asset Management. He was on the Midland Memorial Hospital Board of Governors, a member of the Exchange Club of Fort Worth, and a Board Member of the CLL Global Research Foundation. He was actively involved in the OU Foundation as part of the Seed Sowers Society and was a member of the Longhorn Foundation. He was also a member of the All American Wildcatters, a group to which he was very proud and honored to be included.

Ted had a great passion for the oil and gas industry, but his true treasures were his family and friends. He was a proud father of three boys, James Patrick Collins, Christopher Michael Collins, and Ted Collins III. He enjoyed partnering with Patrick on a number of oil and gas ventures, admired Michael's success in the real estate industry, and was also very proud of Teddy in his many and various ventures. He was happiest spending time with his wife, Diana Lorenzen Collins. Their relationship blossomed over 20 years together where they loved walking their dog, Reagan, traveling to California, attending UT football games, and relaxing in each other's presence. Together they were actively involved in the Midland YMCA's addition to the Child Day Care Center and the renovation of the Midland Memorial Hospital.

Ted had countless friends with whom he shared many fond memories, including numerous golf outings, trips all over the country, attending Monday Lunch Bunch with his buddies, and college football games to see either the Oklahoma Sooners or Texas Longhorns. He loved calling friends to discuss the latest score or reminisce about good times and the history of the oil business – often telling the same stories over and over again, or a great joke he'd recently heard. Ted was always optimistic, saw the positive in every situation and made you feel like you really mattered because he truly cared about you. Everyone who knows him has a "Ted Collins" story, and he will be truly missed by so many of those whose lives he impacted.

EDUCATION



PPDC Courses

Midland College PPDC

<https://mcce.midland.edu> > Oil & Gas Training

Online Division Order Certificate Program: Module 6 of 6: Oil & Gas Contracts; Instructor: Alyce Hoge
Start Date: March 2, 2021; End Date: March 29, 2021; **Registration Deadline: 11:59 pm, March 1, 2021**
Cost: \$612.50; Out of State, \$637.50 - the required text is the NADOA Study Guide, which is \$75 (one-time charge). Students need to join NADOA for \$75 to download the "no cost" manual only available to members.

Online Professional Land Management Certificate Program: Module 6 of 6: Federal Laws that Impact the Oil & Gas Industry

Instructor: Alyce Hoge; Start Date: March 2, 2021; End Date: March 9, 2021; **Registration Deadline: 11:59 pm, March 1, 2021**
Cost: \$612.50; Out of State, \$637.50

Right of Way Acquisitions Training; Instructor: Don Valden

Start Date: March 18, 2021 – Thursday – 8:00 am to 5:00 pm; Cost: \$500; Out of State: \$525

Petroleum Geology for Non-Geologists; Instructor: Paul Pausé

Start Date: March 22-25, 2021 – Monday – Thursday 8:00 am to 4:30 pm; Cost: \$1835; Out of State, \$1860

Petroleum Land Basics: Becoming LandWise; Instructor: Ralph Lea

Start Date: March 30, 2021 – End Date: April 1, 2021 – Tuesday – Thursday, 8:00 am to 5:00 pm; Cost: \$895, Out of State, \$920

Online Division Order Certificate Program: Module 1 of 6: Introduction to Division Order Practices;

Instructor: Alyce Hoge

Start Date: April 6, 2021; End Date: April 30, 2021; **Registration Deadline: 11:59 pm, April 5, 2021**

Cost: \$612.50; Out of State, \$637.50 - the required text is the NADOA Study Guide, which is \$75 (one-time charge). Students need to join NADOA for \$75 to download the "no cost" manual only available to members.

Online Professional Land Management Certificate Program: Module 1 of 6: Introduction to Land Management Practices

Instructor: Alyce Hoge; Start Date: April 6, 2021; End Date: April 30, 2021; **Registration Deadline: 11:59 pm, April 5, 2021**

Cost: \$612.50; Out of State, \$637.50; Cost: \$475; Out of State: \$500

AAPL Continuing Education Opportunities:

MAR 4

Field Landman Seminar, Corpus Christi TX

MAR 9 - MAR 12

AAPL RPL/CPL Certification Exam Review, Houston TX

SPEAKERS: Dorsey T. Roach, CPL Roger A. Soape, CPL Thomas M. Rucker II, CPL

CREDITS: 18.00 CEU 1.00 CEU ETHICS

MAR 23 - MAR 26

AAPL RPL/CPL Certification Exam Review, Midland TX

SPEAKERS: A. Frank Klam, CPL Owen M. Barnhill, CPL Thomas M. Rucker II, CPL

CREDITS: 18.00 CEU 1.00 CEU ETHICS

MARK YOUR CALENDARS!

2020-2021

Meetings

Meeting Dates

Tuesday, March 9
(Past President's Day)

Tuesday, April 13
(Executive Night)

Tuesday, May 11

Board Meetings

2020-2021

Tuesday, March 2

Tuesday, April 6

Tuesday, May 4

PBLA On Line
<http://www.pbla.org>

NAME OF OFFICERS

President
Thomas J. (Tip) Kirwan
Tip Kirwan, Inc.
kirwanthomas478@yahoo.com
Cell: 432-296-1913

First Vice President
Derek Whiting
Elberta M. Royalty LLC
derek.whiting@elbertamroyalty.com
Cell: 432-556-1091
Office: 432-262-7311

Second Vice President
Jeremiah Cooper
Apache Corp.
jeremiah.cooper@apachecorp.com
Cell: 817-899-1980

Treasurer
Danny Kidwell
Rattler Exploration, LLC
utlandman@aol.com
Cell: 432-557-7323
Office: 432-682-7375

Secretary
Cori Willett
Siltstone Resources, LLC
cori.willett@siltstone.com
Cell: 972-763-0575

AAPL Director-Region V
Jason South
Prime Rock Resources, LLC
jason@primerockresources.com
Cell: 432-210-1368
Office: 432-242-4683

Immediate Past President
Clay Whitehead
CrownQuest Operating
cwhitehead@crownquest.com
Cell: 432-978-7610
Office: 432-818-0386

Executive Administrator
Mollie McAuliffe
PBLA, Inc.
mollie@pbla.org
Cell: 432-269-9330

PBLA 2020-2021

NAME OF DIRECTORS

Director - Golf Tournament
Justin Bone
Angelle & Donohue Oil & Gas
Cell: 512-922-9005

Director - Clay Shoot
Garreth Brewer
garrethbrewer@yahoo.com
Cell: 432-889-0406

Director - Corp. Fundraising/Schol & Charities
Nash Dowdle
Old Fossils Petroleum Company
ndowdle@yahoo.com
Cell: 512-785-3391

Director-at-Large
Jance Floyd
J. Floyd Law
jefloydlaw@gmail.com
Cell: 281-881-3568

Director - Christmas/Shrimp Boil
Chris Harrell
Independent
cphlandman@gmail.com
Cell: 409-781-8186

Director-Golf Tournament
Austin Kuentler
ConocoPhillips Company
austin.kuentler@conocophillips.com
Cell: 512-755-1633

Director - Education Seminar
Danielle Jeter
University Lands
djeter@utsystem.edu
Office: 432.686.5477
Cell: 432-978-0709

Director-at-Large
Will Porter
McClure Oil
will@mcclureoil.com
Cell: 432-425-7071
Office: 432-683-2787, x1004

Director - Newsletter
Chase Ragsdale
Optima Land Group
cragsdale@optimalandgroup.com
Cell: 432-425-1414
Office: 432-218-2409, x21

Director - Clay Shoot
Zach Smith
J. Mark Smith & Associates, Inc.
zsmith@jmsland.com
Cell: 409-781-8829
Office: 432-247-5105

If you are interested in publicizing your company in the Profile section of the Newsletter, or if you have any suggested topic for a Legal Update for upcoming Newsletters, please contact Chase Ragsdale @ 432-425-1414

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ANNUAL GOLF TOURNAMENT SPONSORSHIP



Count me / my company in to sponsor the Annual Golf Tournament on Thursday, April 15, 2021 at Hogan Park and Ranchland Country Club

Your sponsorship of this event entitles you to:

Diamond: \$1,250	<input type="text"/>	1 Team of 4 golfers; Company Logo Hole Sign; Sponsor Board; Newsletter Recognition
Platinum: \$1,000	<input type="text"/>	3 free golfers; Sponsor Board; Newsletter Recognition
Gold: \$750	<input type="text"/>	2 free golfers; Sponsor Board; Newsletter Recognition
Silver: \$500	<input type="text"/>	1 free golfer; Sponsor Board; Newsletter Recognition
Bronze: \$250	<input type="text"/>	Sponsor Board; Newsletter Recognition
Copper: up to \$250	<input type="text"/>	Newsletter Recognition

Sponsor Contact Name: _____

Company: _____

Address: _____

E-mail: _____

Phone: _____

Total Amount(s) Sponsored: \$

Below are the extra items for which we need a sponsor!



If you have any questions, please contact us!

Austin Kuenstler or Justin Bone, Directors of the Golf Tournament

austin.kuenstler@conocophillips.com, 512.755.1633

justingbone@yahoo.com, 512.922.9005

or Mollie - mollie@pbla.org ; 432.269.9330

ANNUAL SHRIMP BOIL SPONSORSHIP



Count me / my company in to sponsor the Annual PBLA Shrimp Boil
on Wednesday, April 14, 2021 at THE BAR, 606 W. Missouri Ave.

Your sponsorship of this event entitles you to:

5 additional guest tickets →	Diamond: \$1,000	<input type="text"/>
4 additional guest tickets →	Platinum: \$750	<input type="text"/>
3 additional guest tickets →	Gold: \$500	<input type="text"/>
2 additional guest tickets →	Silver: \$250	<input type="text"/>
1 additional guest ticket →	Bronze: \$150	<input type="text"/>

Sponsor Contact Name: _____

Company: _____

Address: _____

E-mail: _____

Phone: _____

Total Amount(s) Sponsored: \$

Below are the extra items for which we need a sponsor!



If you have any questions, please contact us!

Chris Harrell, Director of the Shrimp Boil
cphlandman@gmail.com; cell: 409.781.8186
or Mollie - mollie@pbla.org ; 432.269.9330