THE TAKEOFF

THE LATEST NEWS AND ANNOUNCEMENTS

SPRING 2026 EDITION

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UPCOMING EVENTS

APRIL 2026

PBLA EDUCATIONAL SEMINAR:

- Tuesday, April 14th, 2026 – **Petroleum Club of Midland** – 501 W. Wall Street, Midland, TX 79701
- 8:00 AM to 12:00 PM
- Speakers and topics include:
  - Ben Holliday – Holliday Energy Law – "Multi-Tract Development – TX & NM in the Post Opiela Era"
  - Devon Bell – Beatty & Wozniak, P.C. – "Ethics Challenges from Changing Roles"
  - Sam Allen and J.T. Kittrell – Liskow & Lewis, APLC – "Clifton v. Johnson – Fixed v. Floating"
  - Brandon Durrett – Jackson Walker LLP – "Case Law Update"
  - James Parrot – Beatty & Wozniak, P.C. – "Defending Leases"
- Check-in and breakfast will start at 7:15 AM (lunch will not be provided this year).
- Executive Sponsors will receive 4 spots, and Premium Sponsors will receive 2 spots to this event.
- This event will be available online (via live stream) and in-person.
  - If you are attending this event online, you will receive an email with the link to the seminar ahead of the event.
- If you want to purchase additional tickets, this event will be $150.00 per attendee - you may purchase tickets via the PBLA website.
- 3 hours of CLE credit and 1 hour of ethics credit available to attendees.

PBLA EXECUTIVE NIGHT:

- Tuesday, April 14th, 2026 – **Petroleum Club of Midland** – 501 W. Wall Street, Midland, TX 79701
- 6:00 PM to 9:00 PM
- Speaker is Stephanie Reed – Partner of Formentera Partners
- The cocktail reception will begin at 6:00 PM, dinner will be served at 7:00 PM, and speaker presentation will begin at 8:00 PM.
- Executive Sponsors will receive a table (8 seats), and Premium Sponsors will receive 2 seats for this event.
- This event is SOLD OUT.

PBLA 105 TENNIS AND PICKLEBALL TOURNAMENT:

- Wednesday, April 15th, 2026 – **Midland Country Club** – 1 Wildcatter Way, Midland, TX 79705
- 9:00 AM to 3:00 PM
- Check-in will start at 8:30 AM, lunch will be available from 12:00 PM – 1:00 PM

PBLA SHRIMP BOIL:

- Wednesday, April 15th, 2026 – **Centennial Park –** 200 W. Wall St. Midland, TX 79701
- 5:00 PM to 8:00 PM
- Down South Seafood and Wolfman Catering will provide catering for this event.
- Every member of PBLA will receive free entry for you and a guest via the email address on record for your PBLA account. Please expect an email from Tixr with your event tickets before the event.
- Uber code discount will be provided to attendees.

PBLA GOLF TOURNAMENT:

- Thursday, April 16th, 2025 – **Hogan Park Golf Course** – 3600 N. Fairgrounds Rd., Midland, TX 79705
- Tee times at 8:00 AM, 11:30 AM and 3:00 PM. – ***due to limited course availability, this is a 9-hole tournament***
  - Registration opens at 7:00 AM for the 8:00 AM tee time, 10:30 AM for the 11:30 AM tee time, and 2:00 PM for the 3:00 PM tee time.
- Lunch will be available from 11:00 AM to 1:00 PM.
  - ***Lunch is free and open to all PBLA members – please come out to socialize, eat, and enter our raffles! You DO NOT need to participate in the golf tournament to enjoy the lunch event.***
- Executive Sponsors will receive two teams (8 total golfers), and Premium Sponsors will receive one team (4 total golfers) to this event.
- This event is SOLD OUT.

MAY 2025

PBLA HAPPY HOUR

- Date TBD, more information to come

JUNE 2025

PBLA LUNCHEON

- Tuesday, June 9th, 2026 – Petroleum Club of Midland – 501 W. Wall St., Midland, TX, 79701

STEPHANIE REED BIO

Stephanie Reed serves as Partner of Formentera Partners. She oversees all aspects of business development, development operations, land, geosciences and marketing/midstream at Formentera while additionally assisting with asset management and operations.

She brings with her over 20 years of oil and gas experience. Most recently, Reed served as Vice President of Oil & Gas Marketing & Midstream at Pioneer Natural Resources Company (NYSE: PXD).

Prior to Pioneer, she served as Senior Vice President of Business Development, Land, Marketing & Midstream at Parsley Energy (NYSE: PE). She has led business development and integration efforts for over $20 billion in asset value.

Reed graduated from Texas Tech University with a Master of Business Administration and Bachelor of Applied Science. She was a 2025 nominee for Oil and Gas Investor magazine's 25 most Influential Women in Energy and was also awarded a spot on its distinguished "Forty under 40" list in 2019.

NOTE FROM THE PRESIDENT

Dear Members:

As my term as President of the Permian Basin Landman Association comes to a close, I would like to thank you for the opportunity to serve this organization. It has been a privilege to represent PBLA and work alongside such a dedicated group of professionals. It has been an incredible experience, and I feel truly blessed to have been granted, and trusted, with this opportunity.

This year presented its share of challenges, including the loss of another golf course (this time to a much-needed remodel), the loss of several long-standing venues, and the loss of many valued companies to industry consolidation. Despite these obstacles, PBLA remained strong. Our membership continues to approach 1,000 members, placing us among the largest landman associations in the world, and participation at our events remained consistent throughout the year. This success is a direct reflection of the commitment of our members and the hard work of our Board of Directors.

PBLA's programs and events—including monthly educational luncheons, the Clay Shoot, and the Christmas Party—were well attended and continue to provide value to our membership. We look forward to maintaining this momentum through our upcoming spring activities.

Now more than ever, the Permian Basin remains a critical component of domestic energy security and the global energy market. I am proud to work in this region and to be part of an organization that represents such a talented and engaged professional community.

Effective June 1, leadership of PBLA will transition to First Vice President, Eric Eves. I am confident in his leadership and look forward to seeing the organization continue to grow and succeed under his guidance.

Thank you again for your support throughout the year. I look forward to seeing many of you at Landman Spring Break and at future PBLA events.

Sincerely,
Josh Anderson
President, PBLA

LEGAL HIGHLIGHT

SHOWING THE MATH: THE TEXAS SUPREME COURT CLARIFIES DOUBLE FRACTIONS IN *CLIFTON V. JOHNSON*

I. Introduction

When it comes to double fractions in Texas mineral deeds, the math is only the beginning. In *Clifton v. Johnson* [1], the Texas Supreme Court offers important clarification on two longstanding issues in Texas mineraltitle law: the interpretation of doublefraction royalty language and the role of the presumedgrant doctrine. The real takeaway from *Clifton v. Johnson* is that the double-fraction presumption is merely a starting point, which can be rebutted if the remainder of the deed demonstrates a clear mathematical intent to convey a fixed royalty. Furthermore, the Texas Supreme Court reaffirmed that the presumed-grant doctrine acts as a powerful, real-world shield for operators, allowing decades of consistent title treatment to defeat modern litigation.

In *Clifton*, the Court held that when a deed employs a double fraction, like 1/16 of the usual 1/8 royalty, analysis must begin with the presumption that "1/8" refers to the entire mineral estate.[2] That presumption, however, may be rebutted by the language of the instrument as a whole if it reflects a contrary intent.[3] The Court also sheds light on how the presumed grant doctrine works when this presumption is rebutted, by showing that consistent treatment by different parties can provide evidence of intent.[4] To properly understand *Clifton*, one must look at how the Texas Supreme Court's jurisprudence regarding antiquated mineral conveyances has evolved.

a. The Origin of the "1/8" Problem in Double-Fraction Conveyances

[1] Clifton v. Johnson, No. 23-0671, 2026 WL 705763, (Tex. 2026).

[2] *Clifton*, 2026 WL 705763 at *2.

[3] *Id.*

[4] *Id.* at *5-6.

To better understand the issue at hand, we turn to where this rule came from in *Hysaw v. Dawkins*[5] and *Van Dyke v. Navigator Group*[6]. In *Hysaw*, the Court began shifting away from pure mathematics, recognizing that early landowners fell victim to the "estate misconception" problem. Believing they only retained a 1/8 interest after leasing, parties often used "1/8" or “the usual 1/8” as a synonym for the total landowner's royalty in subsequent conveyance documents. The solution to this potential misunderstanding was to interpret double fractions as a floating, rather than fixed, calculation. Therefore, a conveyance of 1/2 of the usual 1/8 royalty would be a conveyance of 1/2 of whatever the landowner actually owned. The Court in *Van Dyke* [7] maintained the same reasoning as the Court in *Hysaw* but expanded on its opinion in *Hysaw*, and acknowledged that only in legal texts could one reach the frustrating result that “one-half of one-eighth” means “one-half” and not “one-sixteenth.” [8] However, the Court stopped short of creating a bright line rule. In *Van Dyke,* the Court concluded that “1/8” may mean the entire mineral estate, but it left room for a mineral deed to be interpretated as conveying a fractional portion of the fractional estate. Thus the Court found a rebuttable presumption that using 1/8 in a double fraction in a mineral instrument conveyed during this era is presumed to mean the entire mineral estate.[9] The Court left open the idea that an instrument could defeat this presumption if the text of the remainder of the conveyance does not align with the other portions of the document.[10] The Court hypothesized that this presumption could be rebutted by the text of the instrument, including (i) express language indicating the parties intent of using a double fraction; (ii) if the 1/8 as a term of art is inconsistent with other provisions of the conveyance; or (iii) if the document used double fractions other than 1/8 to convey other portions of the estate.[11]

b. The Presumed-Grant Doctrine

The Texas Supreme Court also expounded on the presumed-grant doctrine in *Van Dyke*. The presumed-grant doctrine, also referred to as “title by circumstantial evidence,” is seen as a common law form of adverse possession.[12] The elements to a presumed-grant claim are as follows: (1) a long-asserted and open claim, (2) non claim by the apparent owner, and (3) acquiescence of the apparent owner in the adverse claim.[13] A key issue in the *Van Dyke* claim was the original conveyance of “1/2 of 1/8”, which was

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[5] Hysaw v. Dawkins, 483 S.W.3d 1 (Tex. 2016).

[6] Van Dyke v. Navigator Grp.,668 S.W.3d. 353 (Tex. 2023).

[7] *Van Dyke*,668 S.W.3d.

[8] *Van Dyke*,668 S.W.3d at 357.

[9] *Id.*

[10] *Id.*

[11] *Id.* at 364-65.

[12] *Id.* at 366.

[13] *See id.* (citing Magee v. Paul, 221 S.W. 254, 257 (Tex. 1920)).

made in 1924.[14] For the next ninety years, all parties who passed title to this royalty interest through numerous means, including leases, ratifications, division orders, contract, and probate documents all acted as if the parties as originally conveyed a 1/2 interest.[15] While not ruling directly on the presumed-grant doctrine, the Court in *Van Dyke* made clear that had they not established the presumption of "1/8" being a term of art, the presumed-grant doctrine would have reached the same result.[16]

II. Clifton v. Johnson

a. Double Fraction Presumption

The *Clifton* case allowed the Texas Supreme Court to delve into a new angle on the double-fraction issue. This time, the parties were in disagreement of the meaning of a 1951 deed that used language stating "1/128 (1/16 of the usual 1/8 royalty)."[17] For around 70 years, all parties in the chain of title exchanged this interest as a fixed 1/128 interest, rather than a 1/16 floating interest, until 2020 when Johnson brought action claiming the latter.[18]

The trial court dismissed Johnson's claim for a 1/16 floating royalty interest in its decision which occurred prior to *Van Dyke*. [19] The Court of Appeals took on the case after the *Van Dyke* decision and relied heavily on its double-fraction presumption, ruling that the specific language used would mean the original parties intended to convey a 1/16 royalty interest, rather than a 1/128.[20]

The Supreme Court in *Clifton* made clear that identifying a double fraction that uses 1/8, and assuming that the use of "1/8" was as a term of art that means the entire mineral estate, is just one step of a much more layered examination of title. [21] The critical question is whether the instrument's language rebuts the presumption that "1/8" equals the entire mineral estate.[22] Here, unlike in *Hysaw* and *Van Dyke*, the Court found textual evidence demonstrating that the parties did not intend "1/8" as a "term of art."[23] What makes the *Clifton* conveyance different was the express inclusion of the product of combining the

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14 *Van Dyke* 668 S.W.3d at 357.

15 *Id*. at 367.

16 *Id.* at 368.

17 *Clifton*, 2026 WL 705763, at *1.

18 *Id.*

19 *Id.* at *2.

20 *Id.*

21 *Id.*

22 *See Clifton*, 2026 WL 705763, at *6.

23 *Id*.

two fractions in question, 1/128.[24] The Court found that when read as a whole, the deed's repeated use of 1/128, including in both the granting and future-lease clauses, and without a double fraction in the granting clause, shows the parties' intent; the parenthetical double fraction appears only to explain how the parties arrived at 1/128, reflecting their math rather than a floating royalty.[25]

b. Applying Presumed-Grant Doctrine

While the El Paso Court of Appeals did not apply the presumed-grant doctrine, as was described in *Van Dyke,* the Supreme Court made it clear that the presumed-grant doctrine is to be applied alongside the double fraction presumption [26] and can be used as a supplement or second prong of the analysis.[27] The Court also rejected the need for a demonstrated gap in title for the doctrine to apply.[28]

In dicta, the Court noted that the presumed-grant doctrine is based on real-world developments, rather than what the four corners of the document say.[29] Even if *Clifton* had not prevailed on defeating the double fraction presumption, they would have met all the requirements needed to mount a successful presumed-grant claim.[30] For almost a century, all of the parties in the chain of title passed what they understood to be a 1/128 interest between themselves.[31] The Court noted that this may not always be the case, reminding us that the point of adverse possession claims is that ownership is sometimes contrary to what a recorded deed may say.[32]

III. Moving Forward

It is important for operators and title examiners to keep in mind that what a document appears to convey on its face, may not align with how a Texas court ultimately interprets it. As the Texas Supreme Court continues to carry on a path of originalism and examine documents for intent as it was written at the time, more issues such as the one in *Clifton v. Johnson* will continue to arise in varying forms.

As an obvious issue, there is no clear start or end date for the era in which 1/8 functioned as the standard landowner's royalty. Although it was widely used in early oil and gas leasing, it later became out

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[24] *Id.* at *4.

[25] *Id.* at *7-8.

[26] *Id*. at *5.

[27] *Id*.; *See also Van Dyke*, 668 S.W.3d at 366.

[28] *Id.*

[29] *Id.*

[30] *See* supra, Section I, a.

[31] *Id.*

[32] *Id*. at *6.

of fashion, without a defined cutoff.[33] Additionally, the use of language used in conveyance documents varies widely. Prior to *Clifton*, courts and practitioners often categorized royalty language based on general drafting conventions. For example, language that would have commonly been treated as conveying a fixed royalty interest included:

(1) "a one-fourth royalty in all oil, gas and other minerals in and under and hereafter produced," (2) "a fee royalty of 1/32 of the oil and gas," (3) "an undivided one-sixteenth royalty interest of any oil, gas or minerals that may hereafter be produced," (4) "one-half of the one-eighth royalty interest," (5) "an undivided 1/24 of all the oil, gas and other minerals produced, saved, and made available for market," (6) "1% royalty of all the oil and gas produced and saved," and (7) "an undivided one-half (1/2) interest in and to the Oil Royalty, Gas Royalty … the same being equal to one-sixteenth (1/16) of the production …."[34]

By contrast, language that would have commonly been treated as conveying a floating royalty interest included:

(1) "1/16 of all oil royalty," (2) "The undivided 2/3 of all royalties," (3) "One-half interest in all royalties received from any oil and gas leases," (4) "An undivided one-half interest in and to all of the royalty," (5) "One-half of one-eighth of the oil, gas and other mineral royalty that may be produced," (6) one-half of the usual one-eighth royalty…," (7) "an undivided one-half (1/2) interest in and to the Oil Royalty, Gas Royalty … the same being equal to one-sixteenth (1/16) of the production," (8) "an undivided 1/4th of the landowner's usual 1/8th royalty interest (being a full 1/32nd interest)," and (9) "a one-sixteenth (1/16) free royalty interest (being ½ of the usual 1/8th free royalty … being ½ of the usual 1/8th royalty … ."[35]

Following *Clifton*, however, these categorical distinctions are less reliable. The Texas Supreme Court emphasized that courts must look beyond labels such as "of royalty" or "of production" and instead consider the instrument as a whole, including internal consistency and, where relevant, the parties' long-standing treatment of the interest. As a result, some of the examples above (particularly those involving double fractions or clarifying parentheticals) may no longer fit neatly into "fixed" or "floating" categories without a more holistic analysis.

Practitioners must also consider the impact of evolving precedent. Prior to the Court's recent jurisprudence on the double fraction problem in *Van Dyke* and *Clifton*, parties and courts often treated double fractions as simple arithmetic expressions, multiplying the stated fractions to yield a fixed royalty.[36] As a result, some historical title analyses or division of interest calculations may reflect that approach and should perhaps be revisited in light of current case law.

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[33] Laura H. Burney, *The Legacy of the 1/8th Landowners Royalty and the Texas Supreme Court: Has Hysaw v. Dawkins Resolved the Double Fraction Dilemma?,*, 58 S. TEX. L. REV. 115, 117 (2016).

[34] 2 Williams & Meyers, Oil and Gas Law § 327 (2026).

[35] *Id.*

[36] Ryan Latham, *The Double-Fraction Problem—The Supreme Court of Texas Reiterates Texans' Talent for Misconception* (The Foundation for Natural Resources and Energy Law., Nat. Res. L. Network, Mar. 2023).

Ambiguous historical language is not always easy to pick out and decipher, even with the Court's recent guidance. Some lower courts have chosen to only take the "analytical" approach adopted in *Hysaw*, *Van Dyke*, and *Clifton*, if the double fraction contains "1/8."[37] For example, in *U.S. Shale Energy II, LLC v. Laborde Props. L.P.*[38], the Texas Supreme Court held that a clause reserving "an undivided one-half (1/2) interest in and to the Oil Royalty, Gas Royalty and Royalty in other Minerals in and under or that may be produced or mined from the above described premises, the same being equal to one-sixteenth (1/16) of the production" reserved a 1/16 interest.[39] This was despite the fact that Laborde had contended that the language, written in the 1950s, should be construed as a 1/2 of 1/8 floating interest, however the Court disagreed and found that the 1/16 language was intent to convey a fixed royalty.[40]

This decision underscores that even when instruments were drafted during the era of the "estate misconception," courts will not apply the double-fraction framework unless the text of the instrument warrants it. Effect will be given to clear fractional expressions.

Finally, as *Clifton* makes clear, practitioners and examiners should pay close attention to how interests have been treated over time. A long and consistent course of performance may support ownership under presumed-grant doctrine, particularly where it aligns with one reasonable interpretation of the instrument.[41]

IV. Conclusion

The Texas Supreme Court's recent mineraltitle jurisprudence, culminating in *Clifton v. Johnson*, continues to reshape how conveyancing language from earlier eras must be interpreted. Together with *Hysaw* and *Van Dyke*, *Clifton* reinforces that courts will not treat fractional language as a purely mathematical exercise, but will instead examine the historical context, drafting conventions of the time, and the parties' demonstrated course of performance to determine intent.[42] The Court's clarification that the double fraction presumption is merely a rebuttable starting point adds an important layer of nuance for practitioners parsing deeds that use traditional 1/8based royalty terminology.[43] In Texas mineral law, the math matters, b

[37] *Id.* at 143.

[38] 551 S.W.3d 148 (Tex. 2018).

[39] *U.S. Shale Energy II, LLC*, 551 S.W.3d 148 at 152.

[40] *Id.*

[41] *Clifton*, 2026 WL 705763, at *1.

[42] *Id.* at *2

[43] *Id.* at *4.

About Kuiper Law Firm, PLLC

Bio

Diana Woodcock is a Partner at Kuiper Law Firm, PLLC and an experienced oil and gas attorney licensed in both Texas and New Mexico. Diana focuses her practice on matters involving oil and gas, title examination, acquisitions and divestitures, and related transactional work. With deep industry knowledge and practical experience, she works closely with clients to provide strategic, business-minded legal guidance tailored to the unique needs of the energy sector.

Diana has extensive experience working on matters involving a range of prolific formations, including the Spraberry, Yeso, San Andres, Brushy Canyon, Bone Spring, Wolfcamp, Eagle Ford, and Austin Chalk. Her background and industry knowledge allow her to provide clients with practical, detail oriented legal guidance tailored to the complexities of oil and gas operations and transactions.

She earned her B.A. in Neuroscience from Vanderbilt University in 2013 and her J.D. from SMU Dedman School of Law in 2016. In 2015, Diana also became registered to practice before the United States Patent and Trademark Office. Outside of her legal practice, Diana enjoys spending time with her husband and two dogs, cheering on Houston sports teams, and traveling.

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Education:

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SMU Dedman School of Law (J.D.)

Bar Admissions:

Texas and New Mexico

Kuiper Law Firm serves clients across a broad range of legal matters, including oil and gas law, real estate law, acquisitions and divestitures, business law, litigation, and regulatory matters. The firm is

committed to creating a better client experience by providing effective, efficient, and personable representation from attorneys who truly understand the industries they serve.

OBITUARY

Jesse Ray Stewart
December 8, 1931 – January 4, 2026
Obituary of Jesse Ray Stewart

Ray Stewart, of Midland, TX, was welcomed into the arms of his Heavenly Father on Sunday, January 4, 2026, at his home, after declining in health.

He was a devoted husband, father, grandfather, and a man of loyalty and trust. Ray left an indelible mark on all that knew him. Ray was born December 8, 1931 in Camp Wood, TX to Ralph and Viola Stewart. He served 4 years in the US Navy Air Corp as an Airman after the Korean War as his last assignment. Ray was married to Doris for 51 years until her death on April 20, 2018. They shared a wonderful life and family together. Ray worked in the oil industry most of his life as an independent landman, at which he was very successful. Ray loved to make deals and was still working on a few at the time of his passing!

In recent years, Ray and his wife Marilyn spent their time traveling, going to church and enjoying each other's company. He will sorely missed by all and his friends and family are looking forward to seeing him again one day.

Ray is survived by his wife Marilyn; children, Barbara Williams, husband Bob, Sherri Payne, husband Richard, Sparky Steven, and stepson David; as well as numerous grandchildren, nieces and nephews.

He is preceded in death by his wife of 51 years Doris Stewart; his mother and father, Ralph and Viola Stewart; sisters, Evelyn, Chis and Lucille; son Larry White; and brother, Mike Stewart.

Donations may be made in his memory to the Haley Memorial Library and J. Evetts Haley History Center, 1805 W. Indiana Ave., Midland, TX 79701. 432-682-8785 https://haleylibrary.com/

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NOTE FROM PBLA

Have questions about memberships, dues, or renewals?
Would you like to submit articles to be featured in our newsletter?
Would you like to contribute to the PBLA Scholarship fund?
Would you like to apply for PBLA charitable donations or scholarships?
Would you like to inquire about anything else?

Please reach out to Ariel Herrera at *admin@pbla.com* and we will be in touch!