

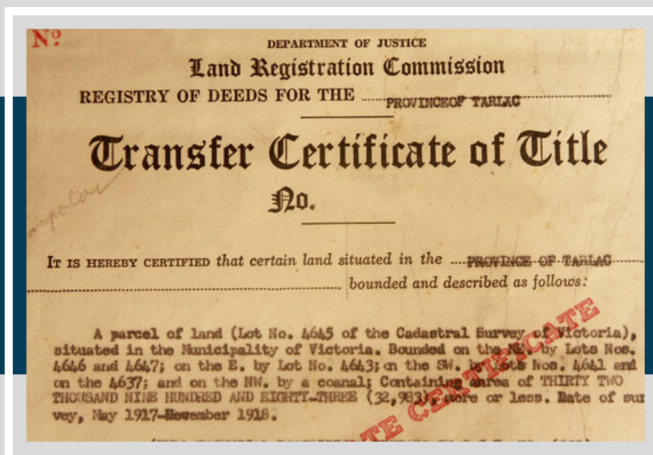
NEWSLETTER

MONTHLY RR&A UPDATES

YOU DON'T NEED A SEPARATE TITLE FIRM

The purpose of RR&A has always been to turn the traditional model of law firms' relationships with clients upside down and inside out. Throughout the years leading to now, we have continued to find new ways to offer better, more modern service to our clients. The most recent addition to our offerings: a full-scale Title Department. Gone are the days of separate, dedicated title firms, which may be more limited in their scope and offerings. For the attorneys at RR&A, there's much more to the job than just flipping title opinions as quickly as possible.

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[Office Manager/Paralegal, Alyssa Gibson](#)

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Our Houston Office Has Moved!

515 Post Oak, Suite 430
Houston, TX 77027

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Connect with Rachel Reese at the Rocky Mountain Oil & Gas Summit



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**VTX Energy Partners LLC
completed its second acquisition
adding 12,000 net leasehold
acres to its southern Delaware
Basin platform!**



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CASELAW UPDATE

POINT ENERGY PARTNERS PERMIAN, LLC, ET. AL., V. MRC PERMIAN CO.

2023 WL 3028100, (Tex. Apr. 21, 2023)

MRC Permian Company (“MRC”) was granted an oil and gas lease with a primary term expiring February 28, 2017. MRC spudded a new well on November 22, 2016, which temporarily suspended termination of the lease. Pursuant to the lease’s continuous drilling provision, MRC’s activities delayed termination until May 21, 2017, unless it spudded another new well by that date. Due to an error in scheduling by MRC’s operations team, MRC did not spud a new well by May 21, 2017; instead, MRC was scheduled to spud a new well on June 2, 2017. MRC claimed to experience operational issues that allowed it to invoke the lease’s force majeure provision, which would permit additional time to resolve the issues and extend the termination deadline. After taking top leases on the affected acreage, Point Energy Partners Permian, LLC called MRC’s use of the force majeure provision into question. Discovery revealed the force majeure event occurred on an unrelated MRC lease on unrelated acreage; MRC claimed that the delay on the other acreage delayed their rig schedule, which affected their spud date on the lease in question.

The Texas Supreme Court was asked to consider whether the force majeure clause could be invoked to extend the termination date of the lease. Based on the language of the lease, the court held that it could not, because if there had been no delay, the operation as scheduled would still not have satisfied the May 21 continuous-drilling deadline. The force majeure clause was inapplicable because the force majeure event was not the reason for the lease termination; the scheduling error was. Thus, the force majeure clause could not be used to extend MRC’s lease termination date.