

BEFORE THE IDAHO DEPARTMENT OF LANDS

In the Matter of the Application)
of Snake River Oil and Gas, LLC) Docket No.
to Integrate the Spacing Unit) CC-2021-0GR-01-001
Consisting of the SE 1/4 of)
Section 10, the SW 1/4 of Section)
11, NW 1/4 of Section 14, and the)
NE 1/4 of Section 15, Township 8)
North, Range 5 West, Boise)
Meridian, Payette County, Idaho.)
)
Snake River Oil and Gas, LLC,)
)
Applicant.)
)

BEFORE

HEARING OFFICER: MICK THOMAS

Date: August 12, 2021, 9:14 a.m.

Location: Fruitland City Hall
200 S. Whitley Drive
Fruitland, Idaho

REPORTED BY:

COLLEEN P. DOHERTY, CSR 345

Notary Public

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1 MICK THOMAS HEARING OFFICER

2

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Page 3

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1 THE HEARING OFFICER: Good morning. You can

2 start the recording.

3 MR. GUZZO: The recording been started.

4 THE HEARING OFFICER: Thank you. Before we

5 get into this too far. There is some housekeeping. I

6 would like for everyone to mute their phone, or Zoom, or

7 computer right now, so that their audio does not come

8 over unless you are speaking or being asked a question.

9 Thanks a ton, I really appreciate that. We had some

10 delays this morning, because we wanted to change some of

11 the audio around because we had to change some of the

12 audio around to make sure we got a good record, and I

13 think that's been resolved. I don't think anyone on the

14 outside will be affected by the decisions we made.

15 First, we are now on the record for Docket No.

16 CC-2021-OGR-01-001. It's now 9:20, 9:21, Thursday,

17 August 12th of 2021. We are at the Fruitland City Hall

18 in Fruitland, Idaho. This is approximately the time set

19 for the evidentiary hearing as provided in Idaho Code

20 47-328(3) for the spacing unit consisting of the

21 Southeast quarter of Section 10, Southwest quarter of

22 Section 11, Northwest quarter of Section 14, and the

23 Northeast quarter of Section 15, Township 8 North, Range

24 5 West, Boise, Meridian, Payette County, Idaho.

25 My name is Mick Thomas. I'm the division

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1 administrator over minerals and navigable waters and oil
 2 and gas, presiding over and conducting this hearing
 3 today pursuant to the Idaho Code 47-328.
 4 Some housekeeping, as many of you know the
 5 COVID 19 response has changed some of the typical
 6 aspects of a hearing of this type. This hearing is in
 7 person, with a virtual via Zoom component. We also have
 8 a call-in number that was sent out. This hearing is
 9 being recorded in Zoom as required by IDAPA 04.01.651.
 10 We also have a backup recording device for this hearing.
 11 People who are in person will come to the podium and
 12 speak as needed.
 13 This hearing is being recorded by a court
 14 reporter. So I ask that everyone here be sure to speak
 15 loudly and clearly. Please limit side conversations.
 16 If you haven't done so already, please silence your cell
 17 phones. For those of you on Zoom, please mute your
 18 microphones when you are not speaking. If there is a
 19 disturbance, you will be reminded to mute your
 20 microphone. If the disturbance continues, you may be
 21 muted or disconnected.
 22 Documents in this record, Docket No.
 23 CC-2021-OGR-01-001 are on the OGCC website at
 24 OGCC.idaho.gov/administrative/hearings. Exhibits and
 25 witness lists were submitted by Tuesday, August 10th, at

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1 5:00 p.m. We can also use the exhibits posted on the
 2 OGCC website to ensure that we are looking at the same
 3 documents. Please reference the exhibit number, page
 4 number by the PDF page number. The evidence on Zoom
 5 will be displayed by Mr. Chris Gozzo, a member of my
 6 staff. The parties and witnesses should direct
 7 Mr. Gozzo to each specific exhibit page they would like
 8 displayed at the time they would like it displayed.
 9 As my June 23rd, 2021 notice indicates, this
 10 hearing is to receive evidence and testimony regarding
 11 Snake River's March 26, 2021 integration application. I
 12 will use the factors articulated in my orders
 13 determining just and reasonable factors to determine
 14 whether the terms of an integration order fulfill the
 15 just and reasonable requirement of Idaho Code 47-321.
 16 The order determining just and reasonable
 17 factors was mailed to the operator. And all uncommitted
 18 owners in the spacing unit on June 21st, 2021, can also
 19 be found on the Idaho Department of Lands' website.
 20 I would like to say that as of early morning,
 21 I did respond to the response from Mr. Piotrowski that
 22 CAIA be considered. Essentially, I denied that request
 23 and for factors that were outlined in that, I believe
 24 everyone has been emailed that response. Just so you
 25 know there, Mr. Piotrowski I think is representing

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1 individual mineral interest owners in this case. But
 2 he'll continue to speak as he always would. But I have
 3 determined that CAIA cannot participate or object in
 4 that capacity.
 5 We'll proceed with the opening statements from
 6 Snake River Oil and Gas, uncommitted owners within the
 7 unit, and then the IDL. The opening comments will be
 8 limited to five minutes, afterward the hearing will
 9 follow. I will first hear evidence from the applicant,
 10 Snake River, and this will be followed by evidence from
 11 uncommitted owners within the proposed unit. Afterward
 12 I will accept evidence from the Idaho Department of
 13 Lands. After the presentation of evidence is complete,
 14 I will allow closing arguments.
 15 And then I will provide for recesses from time
 16 to time as needed. I have this hearing scheduled for
 17 all day today and tomorrow if we need it. If not, you
 18 know, we use recesses as needed. And I will definitely
 19 if we go into the lunch period, I will have a one hour
 20 lunch recess at 12:00.
 21 So moving into opening statements,
 22 Mr. Christian, you are at the podium. I may turn the
 23 monitor around a little bit to see you. But will you
 24 please identify yourself, and who you represent, and
 25 feel free to have an opening statement.

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1 MR. CHRISTIAN: Thank you, Mr. Administrator.
 2 I'm Michael Christian. I'm here representing the
 3 applicant, Snake River Oil and Gas, LLC. I don't intend
 4 to give you a lengthy opening statement, other than to
 5 say, I would submit that the materials we submitted as
 6 our application establish the elements necessary to
 7 integrate the spacing unit. And I anticipate putting on
 8 testimony mostly from Mr. Brown regarding the factors to
 9 be determined to establish that the form of lease and
 10 form of joint operating agreement submitted with the
 11 application materials contained just and reasonable
 12 terms and conditions of integration.
 13 I did at our pre-hearing conference raise the
 14 question as to whether the parties could stipulate to
 15 what I called at the time, a timely integration, by
 16 which I mean, stipulate that the applicant has
 17 established the factors necessary to obtain an
 18 integration order, which would be essentially the
 19 sufficient percent leased in the spacing unit and a
 20 sufficient resume of efforts, and that the drill site
 21 has been leased.
 22 I would raise that again. I have a witness,
 23 Mr. Moore, who can speak to the resume of efforts issue
 24 if necessary. But in an effort to save time, I would
 25 ask that the parties stipulate to that part when we get

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1 to the terms and conditions.
 2 THE HEARING OFFICER: Thank you very much.
 3 Ms. Vega, do you have an opening statement?
 4 MS. VEGA: No.
 5 THE HEARING OFFICER: Good. Thank you very
 6 much.
 7 Mr. Piotrowski, do you have any opening
 8 statements you would like to share?
 9 MR. PIOTROWSKI: Excuse me. Yes, James
 10 Piotrowski here. The determination of factors in the
 11 case has already established that there is zero
 12 additional compensation to be made available to anybody
 13 no matter what comes up at this hearing, no matter what
 14 decision is reached, no matter what might be just or
 15 reasonable. Obviously, there is very little to argue
 16 about here, except the fact that there is zero evidence
 17 offered to date, and there will be zero evidence offered
 18 today as the market value the of the leases that my
 19 clients will be forced into. And for that reason the
 20 integration order should be denied.
 21 THE HEARING OFFICER: Thank you. Are there
 22 any other uncommitted mineral interest owners who will
 23 be presenting today, who would like to make an opening
 24 statement?
 25 Thank you all. In that case, we're going to

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1 begin with the applicant to provide testimony and call
 2 its first witness. I will offer the oath to the
 3 witnesses.
 4 Mr. Christian, do you swear or affirm that the
 5 testimony you will give to this hearing is the truth,
 6 the whole truth, and nothing but the truth?
 7 MR. CHRISTIAN: I do. Although I don't expect
 8 to give any testimony.
 9 THE HEARING OFFICER: That's exactly right. A
 10 little faux pas. Well, at least you are very honorable
 11 today. Thank you, Mr. Christian. You may proceed.
 12 MR. CHRISTIAN: Thank you, Mr. Administrator.
 13 I'm going to call Mr. Brown first. Mr. Moore is
 14 traveling, and I think is probably still in a rental car
 15 as we speak. So I'm going to go out of order as a
 16 consequence. So I will call Mr. Richard Brown right
 17 now.
 18 THE HEARING OFFICER: Thank you very much.
 19 RICHARD BROWN,
 20 first duly sworn to tell the truth relating to said
 21 cause, testified as follows:
 22 THE HEARING OFFICER: All right.
 23 Mr. Christian, you may proceed.
 24 ///
 25 ///

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1 DIRECT EXAMINATION
 2 QUESTIONS BY MR. CHRISTIAN:
 3 Q. Richard, can you state your full name for the
 4 record, please?
 5 A. Richard Wesley Brown.
 6 Q. And where do you live?
 7 A. I live in Sun Valley, Idaho.
 8 Q. And you are a partner in Weiser-Brown Oil
 9 Company?
 10 A. I am.
 11 Q. And is Weiser-Brown Oil Company the sole
 12 member of Snake River Oil and Gas?
 13 A. It is.
 14 Q. Yeah. Okay. Tell me what your background is,
 15 your training and background?
 16 MR. PIOTROWSKI: I'm sorry to interrupt, but
 17 I'm having a difficult time hearing the witness. Is
 18 there a way to place the microphone closer to him?
 19 THE WITNESS: How is that?
 20 MR. PIOTROWSKI: Much better. Thank you.
 21 THE HEARING OFFICER: Go ahead.
 22 Q. (BY MR. CHRISTIAN) Richard, can you give me a
 23 summary of your training and experience in the oil and
 24 gas business?
 25 A. Yes, I have a degree in petroleum land

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1 management from the University of Texas, went to work
 2 immediately out of school as a petroleum landman, and
 3 have worked in that capacity for 40-plus years.
 4 Q. And in your capacity as a landman, have you
 5 had experience negotiating things like leases and
 6 surface use agreements with mineral interest owners?
 7 A. Yes, I have.
 8 Q. Is that true both in Idaho and in other
 9 states?
 10 A. Yes.
 11 Q. What other states have you worked in?
 12 A. I've worked in Texas, Louisiana, Oklahoma,
 13 Arkansas, Mississippi, Alabama, a little bit, a tiny bit
 14 in Utah and in Idaho.
 15 Q. And are you responsible for managing the
 16 day-to-day operations of Snake River here in Idaho,
 17 including its leasing and permitting efforts?
 18 A. Yes.
 19 Q. And are you familiar with the integration
 20 application filed in this matter?
 21 A. Yes, I am.
 22 Q. I want to direct you to what's been marked and
 23 submitted as Exhibit SR 1, which is the integration
 24 application. Can you get that up in front of you?
 25 A. The application, itself?

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1 Q. Can you please look at Exhibit A to the
 2 application for me, which is a --
 3 A. The plat.
 4 Q. And I'm going to comment, there are page
 5 numbers in the lower left-hand corner of the exhibit in
 6 red. So I'm looking at page No. 9.
 7 A. And that is the plat.
 8 Q. Okay. Do you have it in front of you?
 9 A. I do.
 10 Q. And does that plat depict the spacing unit,
 11 which is the subject of this integration application?
 12 A. Yes, it does.
 13 Q. And shaded in gray in the exhibit, are those
 14 the tracts which are currently uncommitted and are the
 15 subject of the integration application?
 16 A. Yes, they are.
 17 Q. There is, is there not, one tract in those
 18 that since the time of the application has been leased?
 19 A. Correct.
 20 Q. And which owner is that?
 21 A. The Mussers in Tract No. 2.
 22 Q. Down in the lower left-hand corner in the
 23 northeast quarter of Section 15?
 24 A. Correct.
 25 Q. Is that right?

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1 A. Correct.
 2 Q. Okay. Could you go to exhibit -- well, let me
 3 stop. Do you have an understanding of how many net
 4 mineral interest acres in the unit are currently under
 5 lease?
 6 A. 90-plus percent and that number is -- I'm
 7 having a senior moment here plus --
 8 Q. But it's in excess of 90 percent?
 9 A. In excess of 90 percent, yes.
 10 Q. Okay. Could you move to Exhibit C to the
 11 application in Exhibit SR 1, which begins at page
 12 number -- one second -- 14?
 13 A. JOA.
 14 Q. Yes. Can you identify that for me?
 15 A. Yes, it's a model form operating agreement.
 16 Q. And describe for me generally what a joint
 17 operating agreement is and what its purpose is?
 18 A. A joint operating agreement dictates typically
 19 for the working interest owners, the people that pay for
 20 the well, how they interact, and how the well is
 21 operated, accounting, multiple topics. But basically it
 22 concerns the working interest owners and how they work
 23 together.
 24 Q. Generally speaking it involves, among other
 25 things, how expenses and revenue associated with the

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1 well are dealt with?
 2 A. Correct.
 3 Q. Okay. And in this instance, the form of joint
 4 operating agreement that has been submitted as part of
 5 the application is for the purpose of the event that an
 6 integrated mineral interest owner elects to participate
 7 in the well; right?
 8 A. Correct.
 9 Q. And they might participate on a consenting
 10 basis or a nonconsenting basis?
 11 A. Correct.
 12 Q. Is the form of joint operating agreement
 13 that's Exhibit C to the application similar to the form
 14 that is used as between Snake River Oil and Gas and its
 15 working interest partners?
 16 A. Yes.
 17 Q. And generally explain what working interest
 18 partners are in this case?
 19 A. Yes.
 20 Q. They are basically investors?
 21 A. Yes. And in this case, folks that we've dealt
 22 with for many, many years.
 23 Q. Okay. And Snake River acts as the operator in
 24 other units where you are already in operation on behalf
 25 of all its working partners?

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1 A. Correct.
 2 Q. Okay. There have been about six integrations
 3 in this area so far; is that right?
 4 A. Correct.
 5 Q. And each of those integration proceedings has
 6 essentially the same form of joint operating agreement
 7 been used?
 8 A. Yes, it has.
 9 Q. Some of those have been by the prior operator.
 10 And at that time Snake River was a working interest
 11 partner, but was not the operator; correct?
 12 A. Correct.
 13 Q. Okay. And in any of those previous integrated
 14 units has any integrated mineral owner elected to
 15 participate in the well yet?
 16 A. No, they have not.
 17 Q. The form of joint operating agreement that is
 18 included as Exhibit C to the application is labeled as
 19 an A.A.P.L. Form 610, the 1989 version. Can you tell me
 20 what the A.A.P.L. is?
 21 A. American Association of Petroleum Landmen.
 22 Q. And is Form 610 a form that you are familiar
 23 with in your working in the oil and gas business in
 24 other states?
 25 A. Yes.

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1 Q. To your knowledge how long has this version of
 2 the Form 610 or earlier versions been in use in the
 3 industry?
 4 A. Throughout my career, and I think this 610
 5 came out in the '50s, and it's been updated three or
 6 four times since.
 7 Q. In your experience is a version of the Form
 8 610 used by most participants in the oil and gas
 9 industry across the country?
 10 A. Yes.
 11 Q. Does Weiser-Brown use a similar form in its
 12 operations in other states?
 13 A. Yes, it does.
 14 Q. Roughly speaking, and how many wells would you
 15 say that Weiser-Brown has been a party to this form in
 16 in other states?
 17 A. Probably at least a thousand.
 18 Q. To your knowledge is the Form 610 adopted by
 19 any oil and gas governing body in other states?
 20 A. I know the state of Arkansas uses this form,
 21 and I think other states, but not positive.
 22 Q. Is there anything about this unit which would
 23 lead you to conclude that using the proposed Form 610
 24 would not be appropriate?
 25 A. No.

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1 Q. Generally speaking what is the reason for
 2 proposing this form of operating agreement for
 3 integrated mineral interest owners?
 4 A. It puts the interest owners on the same
 5 footing as the working interest partners and our
 6 partners in this area.
 7 Q. So your intent is that a mineral interest
 8 owner who elects can participate on the same basis as
 9 the existing working interest?
 10 A. Correct.
 11 Q. There is in your form of joint operating
 12 agreement as between Snake River and its partners, the
 13 risk penalty is somewhat higher than in this form; isn't
 14 it?
 15 A. Correct. And with our internal partners, it's
 16 500 percent, but in this form here, it's 300 percent.
 17 Q. And it's just as a matter of a statutory cap?
 18 A. I believe so.
 19 Q. Yeah. Can you go to Exhibit D to the
 20 application, please?
 21 A. Yes, I am there.
 22 Q. And is that the form of lease that's been
 23 proposed as part of the application?
 24 A. Yes, it is.
 25 Q. And I'm sorry. I'm going to give a page

Page 20

1 reference for the record if I get back to it. Is it
 2 page, I think, 69 of Exhibit SR 1. Is this form of
 3 lease similar to other leases that are in use in the
 4 area?
 5 A. Yes, it is.
 6 Q. And what's the bonus that's proposed to be
 7 paid for the integrated mineral interest owners?
 8 A. \$100 an acre.
 9 Q. And what's the royalty that's proposed to be
 10 paid?
 11 A. One-eighth.
 12 Q. And what is the term that's proposed?
 13 A. It's proposed as a three-year term with a
 14 three-year renewal option.
 15 Q. Are those terms similar to the same terms in
 16 voluntary leases across the area?
 17 A. Yes, they are a little longer term with the
 18 other leases in the area. We have some with two-year
 19 and a five-year option, some with three and -- we have
 20 three and five.
 21 Q. Do you have some with a five-year term and say
 22 a two- or three-year option?
 23 A. Excuse me. And when I said two and five,
 24 five-year primary term with a two-year extension option,
 25 yes.

Page 21

1 Q. It's safe to say that the vast majority of the
 2 leases across the area, including in this unit are at
 3 that one-eighth royalty?
 4 A. Correct.
 5 Q. In fact, is there any lease, volunteer lease
 6 in this unit that's above an eighth?
 7 A. No, there is not.
 8 Q. The lease form, and Ms. Vega was kind enough
 9 to point this out to me, and I think Mr. Thum did in a
 10 previous filing in another proceeding. The lease form
 11 itself only refers to consideration of, you know, \$10
 12 and other sufficient consideration. That language is
 13 fairly common in leases that are recorded?
 14 A. Correct.
 15 Q. But, in fact, the bonus that you are proposing
 16 be paid or the gap in the lease is \$100 an acre?
 17 A. Correct.
 18 Q. And \$50 an acre for the renewal option?
 19 A. Correct.
 20 Q. Is that \$50 an acre consistent with the
 21 voluntary leases in the area?
 22 A. Yes.
 23 Q. Are versions of this form of lease used in
 24 your operations in other states?
 25 A. Yes, it is.

Page 22

1 Q. Is there kind of a nickname for this kind of
 2 lease?
 3 A. Producers 88 is one, there is multiple, but
 4 they are very, very similar.
 5 Q. And how long has Producers 88s been around?
 6 A. 50-plus years.
 7 Q. Is this form of lease, in particular, is it
 8 consistent with the forms of lease that you have used in
 9 all the states that you've identified in your
 10 experience?
 11 A. Very similar, and was used in the earlier
 12 integrations.
 13 Q. And is the form of lease similar in its terms
 14 to other leases in this unit?
 15 A. Yes.
 16 Q. If you would look at page -- beginning of page
 17 72, is that some special terms and conditions that are
 18 attached to the lease?
 19 A. Got it.
 20 Q. Does this lease have in item 1 of the special
 21 terms and conditions on page 72, does it have a
 22 limitation on drilling activities?
 23 A. Yes, it says, we shall not engage in drilling
 24 operations on tracts five acres or less.
 25 Q. Is that generally a term and condition that is

Page 23

1 included in other voluntary leases in the area?
 2 A. Yes.
 3 Q. So some leases have got a drilling limitation
 4 that you have taken voluntarily?
 5 A. Yes.
 6 Q. Okay. The lease also in item 1 or elsewhere
 7 in Exhibit B to the lease, does it provide protections
 8 to surface owners for surface to surfaces?
 9 A. Yes.
 10 Q. Can you summarize what those are?
 11 A. Well, for instance, protects the owner
 12 regarding well sites, roads, fences, pipelines, or
 13 utilities, installation production equipment type
 14 batteries, protect the water. And the landowner if
 15 anything, it protects -- let me see. No. 2 is
 16 protection of use of water.
 17 Q. In item 1 does it require the lessee to pay
 18 surface owner damages for any damage to various things,
 19 crops, buildings, livestock, those kinds of things?
 20 A. Yes, it does.
 21 Q. Has Snake River as the operator or as a
 22 working interest partner under the prior operator
 23 experienced any problems with any lessors under a form
 24 lease of this type in its operations?
 25 A. No, we haven't.

Page 24

1 Q. And how long has either Snake River as the
 2 operator or as a working interest partner under the
 3 previous operator been involved in operations in Idaho?
 4 A. About ten plus years.
 5 Q. About how many wells are producing right now?
 6 A. I think four wells are online today this very
 7 minute. But we've produced upwards of six or seven over
 8 the course.
 9 Q. This may be a hard question to answer --
 10 A. -- drilled --
 11 Q. This may be a hard question to answer off the
 12 top of your head. Do you have a rough idea of how many
 13 leases, voluntary leases have been involved in the units
 14 that you have produced so far?
 15 A. 100 plus counting all the units.
 16 Q. Okay. Does this lease, this proposed form of
 17 lease affect the right of owners who choose not to
 18 participate as an owner from exercising any private
 19 right of action against the operator for future harms?
 20 A. No, it does not.
 21 Q. A couple of small items. Going back to the
 22 lease, I think it's in Item 1 of the lease, itself.
 23 There is a spot where -- there are two spots where a
 24 number of days is referenced. And do you see it, where
 25 it's written out as 90, and then 120 days in

Page 25

1 parentheses?
 2 A. Are you in the addendum or are you in the
 3 body?
 4 Q. I'm in the lease, itself.
 5 A. Okay.
 6 Q. So I'm on page 69, item No. 1.
 7 A. Okie doke. Got it.
 8 Q. So there are places I see in that paragraphs,
 9 where the number is written out as 90, and then in (120)
 10 days.
 11 A. And mine says "120." But go ahead.
 12 Q. Do you see the word before the parentheses?
 13 A. Got it. Got it.
 14 Q. Is it the intent that the number should be 120
 15 days?
 16 A. Correct.
 17 Q. Okay. And going down to -- I apologize. Let
 18 me get the reference correct here. Item No. 8 on the
 19 same page. Do you see the setback language?
 20 A. Yep.
 21 Q. And it uses the term "200 feet." Was the
 22 intent that that should be "300 feet"?
 23 A. Correct.
 24 Q. And can the applicant submit the form of lease
 25 which corrects those two items for use in the order?

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1 A. Yes, it can.
 2 MR. CHRISTIAN: I don't have any other
 3 questions.
 4 THE HEARING OFFICER: Thank you,
 5 Mr. Christian.
 6 In that case, Mr. Piotrowski, you can ask
 7 questions of the witness at this time.
 8 MR. PIOTROWSKI: Thank you.
 9 CROSS-EXAMINATION
 10 QUESTIONS BY MR. PIOTROWSKI:
 11 Q. Mr. Brown, the model form operating agreement
 12 am I correct in understanding that that only applies to
 13 individuals who choose to be working interest owners?
 14 A. Correct.
 15 Q. And so for those who are either lessors or
 16 deemed leased that would not apply to their relationship
 17 with Snake River Oil and Gas?
 18 A. Yes, that is correct.
 19 THE REPORTER: I can't -- I'm having a hard
 20 time hearing you. "Apply to their relationship" --
 21 MR. PIOTROWSKI: Apply to their relationship
 22 with Snake River Oil and Gas?
 23 THE HEARING OFFICER: Mr. Piotrowski,
 24 Mr. Brown standby just a moment. You can start that
 25 again if you would like.

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1 Q. (BY MR. PIOTROWSKI) Mr. Brown, if I
 2 understand correctly -- well, tell me if I understand
 3 correctly, if for mineral owners who choose to enter
 4 into a lease or who through inaction become deemed
 5 lease, their relationship will be governed by the oil
 6 and gas lease and the attachments to it appearing pages
 7 69 through 72 in Exhibit D; right?
 8 A. That is correct.
 9 Q. In that lease, other than the statement, and
 10 I'm looking at page 69 here of Exhibit SR 1. There is a
 11 statement in the second paragraph that mentions
 12 consideration of \$10, but, in fact, that is not the
 13 consideration being paid pursuant to this lease. Why is
 14 the amount of consideration not included in the lease?
 15 A. That's a good question, and I'm going to defer
 16 to Mike. It's been -- leases have been this way for,
 17 since I was in college, and it says \$10 and other
 18 valuable consideration, good and valuable consideration.
 19 And a lawyer is going to have to answer that. But it's
 20 been that way in the business --
 21 Q. To your knowledge --
 22 A. -- for ever since I've been around. Some
 23 leases actually -- go ahead.
 24 Q. And so this is ultimately a -- this is a lease
 25 of mineral rights that are attached to real property;

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1 right?
 2 A. Yes.
 3 Q. Okay. And so this is a contract that affects
 4 the owners interest in their real property; correct?
 5 A. Yes.
 6 Q. Now, and that \$100 bonus payment --
 7 (Court Reporter technical difficulties.)
 8 THE REPORTER: Okay. You are going to have to
 9 start over because we've got somebody --
 10 THE HEARING OFFICER: Mr. Piotrowski, go back
 11 into that. We've had to mute a couple of phones. And
 12 if you could go back that would be great.
 13 MR. PIOTROWSKI: Everyone is silent on my end.
 14 (Court Reporter technical difficulties.)
 15 THE HEARING OFFICER: So everyone can hear.
 16 If you are not Mr. Piotrowski, or in this room, mute
 17 your phone please so we don't wander into that again.
 18 All right. Thank you.
 19 Mr. Piotrowski, please continue to exercise
 20 excellent patience in this and repeat your question.
 21 Q. (BY MR. PIOTROWSKI) I think my last question,
 22 Mr. Brown, was just to clarify indeed the amount of the
 23 bonus payments to be made is not referenced anywhere in
 24 the lease or the attachments; right?
 25 A. Correct.

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1 Q. Okay.
 2 A. And just so I'm clear. That would be, that
 3 will be in the order. Okay.
 4 Q. In the lease there is a reference to in the
 5 first paragraph -- well, let me -- I'm sorry. Let me
 6 ask you a different question.
 7 This is a form lease, obviously. But did
 8 Snake River or its predecessors use this same form in
 9 entering into the voluntary leases in this spacing unit?
 10 A. Very -- if not the same, very similar.
 11 Q. Okay. And just so that I'm trying to
 12 understand if they become deemed lease, they will be
 13 subject to these same terms and conditions that the
 14 voluntary lessors had agreed to; correct?
 15 A. Correct. And just for clarification, there
 16 was leases taken by three or four different outfits out
 17 here, so the lease form, word for word, I'm going to
 18 say, they are very, very similar.
 19 Q. Now, Snake River has identified the intended
 20 site of the well in this tract; is that correct?
 21 A. Yes.
 22 Q. And are there provisions for payments above
 23 the \$100 bonus payment and the one-eighth royalty for
 24 the property owner whose land will be the site of the
 25 well?

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1 A. We have a surface use agreement with the owner
 2 of the property that we're going to drill on.
 3 Q. At present is there a way to move oil or gas
 4 from that location to some other location where it can
 5 be marketed?
 6 A. Yes, there is. There is a riser.
 7 Q. What is that method?
 8 A. Pipeline, and there is a riser on the pad, or
 9 where we have the surface use agreement, there is a
 10 riser on that surface use agreement.
 11 Q. Explain to me what a riser is, please?
 12 A. It's a -- it just rises up out of the ground.
 13 It's on the pipeline that goes to Little Willow, and the
 14 gas will go into -- well, the product will go into the
 15 riser, and then the pipeline goes back under the ground
 16 and goes over to Little Willow, and then on from there
 17 to Highway 30.
 18 Q. Now, in paragraph 1 of the actual numbered
 19 paragraph. I'm sorry. I lost my place here. Give me
 20 just a moment. Well, still looking at page 69, which is
 21 the first page of the oil and gas lease. Looking at
 22 paragraph 9, paragraph 9 it says that lessee shall pay
 23 for damages caused by its operations to growing crops on
 24 the premises. Why are crops treated separately here
 25 from other types of damage?

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1 A. I can't answer that.
 2 Q. Is there anything in this lease that provides
 3 similar protections to lessors if the lessee's
 4 operations cause damages to other aspects of their
 5 property interests?
 6 A. Yes, and that would be in the addendum,
 7 paragraph 1, I believe.
 8 Q. Okay. So if we look at paragraph 1 in the
 9 addendum it says "Lessee shall take reasonable
 10 precautions to minimize adverse impact to lessor's
 11 farming, dairy, and ranching operations. Although
 12 farming, dairy, and ranching is certainly important land
 13 use in Idaho, does that extend to the use of property
 14 for other purposes?
 15 A. Yes. And if you'll go to the bottom of 1, it
 16 says, "lessee shall pay the surface owner for reasonable
 17 damages to growing crops, grass, buildings, livestock,
 18 feed, fences, and other improvements and personal
 19 property caused by lessee's operations.
 20 Q. Does anywhere in the lease or the addendum
 21 does the lessor take responsibility for losses caused to
 22 the lessee's -- or does the lessee take any
 23 responsibility for any losses caused to the lessor's
 24 real property values as opposed to personal property?
 25 A. I can't answer that question.

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1 Q. Are you aware of anything in this agreement
 2 that would provide that the lessee shall pay the surface
 3 owner for damages to real property as opposed to
 4 personal property?
 5 A. I am looking and can't answer that question.
 6 Q. Since you've got the addendum in front of you,
 7 if you look down to paragraph 6, please.
 8 A. Okay.
 9 Q. It provides for an additional three-year term
 10 at \$50 per acre. Why is a three-year term worth \$100
 11 today but only \$50 three years from now?
 12 A. I can't answer that.
 13 Q. Would you agree with me if something that is
 14 worth \$100 today, is almost certainly going to be worth
 15 more than \$100 three years from now?
 16 A. I can't answer that.
 17 Q. Are you familiar with the notion of monetary
 18 inflation?
 19 A. Yes, I am.
 20 Q. Okay. So do you know of anything that you
 21 could buy for \$100 today, that you would also be able to
 22 buy for \$50 three years from now?
 23 A. I know if we drill a dry hole out here, that
 24 it will be worth a lot less.
 25 Q. And in which case, you won't be renewing this

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1 lease, will you?
 2 A. I can't answer that. A lot of things will
 3 happen in the next three years.
 4 Q. There is a provision in paragraph 8, which
 5 provides that if the operator or the lessee fails to
 6 make royalty payments on time, there shall be a one
 7 percent penalty for each calendar month. How did you
 8 arrive at the number one percent as the penalty for late
 9 payment?
 10 A. I do not know. I do not know. I would assume
 11 if you multiply by 12, that's 12 percent per annum.
 12 Q. And is 12 percent per annum a number that, you
 13 know, is based on anything?
 14 A. I've seen it in other contracts and other
 15 industries as a punitive measure.
 16 Q. Looking at paragraph 9, which is still on page
 17 72, which is an agreement that the lessee in this case,
 18 Snake River Oil and Gas, shall indemnify and defend and
 19 hold harmless to lessors on certain types of claims.
 20 And it is limited to claims caused by or resulting from
 21 any negligent or otherwise wrongful act or omission of
 22 the lessee. Would you agree with me that that is a
 23 limitation on the extent of SROG's liability?
 24 A. I'm sorry. I got behind you. Which -- can
 25 you repeat. I'm sorry.

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1 Q. So looking at paragraph 9.
 2 A. Okay.
 3 Q. On page 72.
 4 A. Yep.
 5 Q. And in that paragraph, it appears to me that
 6 Snake River Oil and Gas, the lessee in this agreement,
 7 is indemnifying its lessors for damages caused by or
 8 resulting from any negligence or otherwise wrongful act.
 9 Would you agree with me that that would allow liability
 10 against Snake River Oil and Gas only if its conduct was
 11 being negligent or otherwise wrongful?
 12 A. I don't agree with that.
 13 Q. Okay. What do you understand would be Snake
 14 River Oil and Gas' liability then; what types of acts
 15 what would it be liable for?
 16 A. For our operations.
 17 Q. So if operations result in harm to any lessor,
 18 Snake River Oil and Gas would be liable?
 19 A. Via our operations and related to physical
 20 damages. If we break it, we fix it.
 21 Q. Okay.
 22 A. If we break it, we fix it, or we pay for it?
 23 Q. Okay. So if the drilling for oil and gas that
 24 is contemplated here occurs, and the fact that there is
 25 an oil well near somebody's property causes a loss in

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1 their property values, will Snake River Oil and Gas be
 2 responsible for it?
 3 A. I think that's out of the purview here.
 4 Q. Are you willing to accept that liability on
 5 behalf of Snake River Oil and Gas?
 6 A. No, that's -- that's not our business.
 7 Q. Okay. So there is a limitation on the
 8 liability that you are willing to accept; right?
 9 A. (Witness nodding head.)
 10 Q. I'm sorry.
 11 THE REPORTER: You have to answer out loud.
 12 THE WITNESS: Yes.
 13 Q. (BY MR. PIOTROWSKI) And there are
 14 circumstances certainly imaginable in which lessors
 15 might suffer losses as a result of this agreement, and
 16 you would not be willing to accept responsibility for
 17 those losses correct?
 18 MR. CHRISTIAN: Objection. It calls for
 19 speculation.
 20 THE HEARING OFFICER: Sustained.
 21 Mr. Piotrowski, would you be more specific,
 22 please?
 23 Q. (BY MR. PIOTROWSKI) Okay. Mr. Brown, is it
 24 true that there are some losses that lessors might
 25 suffer as a result of oil and gas operations occurring

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1 in proximity to their property that Snake River Oil and
 2 Gas would not be willing to bear responsibility for?
 3 MR. CHRISTIAN: Objection. It calls for
 4 speculation.
 5 THE HEARING OFFICER: Agreed; sustained.
 6 Mr. Piotrowski --
 7 MR. PIOTROWSKI: What rules are we applying
 8 here, Mr. Thomas, because I don't think --
 9 THE HEARING OFFICER: Mr. Piotrowski, your
 10 line of questioning is speculative. And I would ask
 11 that you specifically ask, that you ask specific points
 12 about the values you are wishing to discuss,
 13 specifically the exact values you are wishing to
 14 discuss.
 15 MR. PIOTROWSKI: Okay.
 16 Q. (BY MR. PIOTROWSKI) Mr. Brown, is it true
 17 that if oil and gas drilling results in an overall loss
 18 of market value to the property owned by lessors, that
 19 that is not a loss Snake River Oil and Gas is willing to
 20 indemnify or hold lessors harmless for?
 21 MR. CHRISTIAN: The same objection, and also
 22 lack of foundation.
 23 THE HEARING OFFICER: Mr. Christian, I think
 24 the question was specific enough. I'll allow it.
 25 Mr. Piotrowski, if you need to repeat that,

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1 you may.
 2 Q. (BY MR. PIOTROWSKI) I'm not sure I can repeat
 3 it, but I will do my best, unless Mr. Brown heard me
 4 well enough to be able to answer?
 5 MR. CHRISTIAN: The question is whether you
 6 think Snake River is responsible for diminution in
 7 value?
 8 THE WITNESS: I don't think it exists.
 9 Q. (BY MR. PIOTROWSKI) Mr. Brown, my question
 10 is, if oil and gas operations conducted by your company
 11 result in a loss in market value of the properties
 12 surrounding the well, and within the integrated spacing
 13 unit, will Snake River Oil and Gas be willing to
 14 compensate for those losses?
 15 A. And I don't think there is any evidence of
 16 diminish in property values. In fact, property values
 17 have all escalated in the area.
 18 Q. That's not what I asked you, sir.
 19 A. Okay.
 20 Q. I said if there is a diminution, will Snake
 21 River Oil and Gas be responsible for it?
 22 A. No.
 23 Q. Mr. Brown, if you would please still in
 24 Exhibit SR 1, turn back, if you would --
 25 A. Where -- wait just a second.

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1 Q. Turn back to the one which is the actual
 2 application. And --
 3 A. Where are we?
 4 Q. Hold on a second. I'm trying to find my
 5 place. I didn't mark it. So let me --
 6 A. Okay. SR-1, the actual lease.
 7 Q. No. I'm sorry. SR 1 is the whole
 8 application. So turn back to page 1 of SR 1, please.
 9 Exhibit SR 1 is everything including the leases and the
 10 operating agreement. So maybe I can ask this question a
 11 little differently since I --
 12 Here we go. If you would please, turn to page
 13 3. And looking at paragraph 9 of page 3 is a statement
 14 that says, "Rita Lockner, the owner of a one-acre tract
 15 was paid \$250." Do you see that?
 16 A. I do.
 17 Q. And to your knowledge is that correct?
 18 A. I'm aware that an owner of a one-acre tract
 19 was inadvertently, and I'll have to defer to the
 20 landman. I think the landman is going to be on here in
 21 a second. But, yeah, what it says, erroneous departure
 22 by a landman or broker for a one-acre purchase.
 23 Q. But the result is that the highest bonus
 24 payment made in this tract was 250 to this one
 25 particular owner; right?

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1 A. Yes, and I believe there was an additional
 2 consideration, which I'll let the landman speak to.
 3 Q. So you are not familiar with the terms of that
 4 lease or payment?
 5 A. Specifics as to that one acre, I'm going to
 6 have to defer to the landman.
 7 Q. So you don't know what happened there or how
 8 it happened?
 9 A. Not really those -- that particular landman
 10 worked for the predecessor, and hasn't been employed in
 11 probably two or three years. The field landman, so I'm
 12 talking -- when I say "landman," I'm talking about our
 13 employee, Wade, who is going to testify next. But as to
 14 the gentleman who paid that 250 for that one acre, he
 15 worked for the predecessor, and I'll let him speak to
 16 that. I'll let Wade speak to this.
 17 Q. Have you reviewed the lease for that tract?
 18 A. I have not.
 19 Q. Okay. So you don't know if that lease was
 20 similar to or different from the leases that we
 21 testified about earlier?
 22 A. As to that one acre, no.
 23 MR. PIOTROWSKI: Okay. Thank you, sir.
 24 That's all the questions I have.
 25 THE HEARING OFFICER: Thank you,

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1 Mr. Piotrowski.
 2 Ms. Vega, you may ask questions of the witness
 3 at this time. If you would like to walk to the podium.
 4 Mr. Christian, if you wouldn't mind just
 5 stepping aside. Thank you.
 6 CROSS-EXAMINATION
 7 QUESTIONS BY MS. VEGA:
 8 Q. Good morning, Mr. Brown. Joy Vega with the
 9 office of the attorney general?
 10 A. Good morning.
 11 Q. Counsel for the Department of Lands in this
 12 matter. I have a couple questions just to clarify a few
 13 things about the JOA, which is Exhibit C to the
 14 application. And then also to cover one potential
 15 inconsistency in information sent out to potential
 16 lessors. And if that second question is going to be
 17 better answered by Mr. Moore, then just let me know.
 18 So looking back to Exhibit C, which is the
 19 JOA, joint operating agreement. There are -- skimming
 20 through this document, there are a number of strikeouts
 21 and additions through the whole document. Do you see
 22 those?
 23 A. Yes.
 24 Q. And is it correct, we don't have in this
 25 application form, there wasn't an actual copy of an

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1 actual signed JOA that Snake River has with a working
 2 interest owner; is that correct?
 3 A. Correct.
 4 Q. So have you had the opportunity to look at an
 5 actual signed enforceable JOA, and compare that with the
 6 strikeouts and additions to this Exhibit C?
 7 A. I have to say that I have not personally set
 8 these side by side.
 9 Q. Has Mr. Moore or anybody else in your employee
 10 group? Or I guess a better question is, do you know who
 11 prepared the strikeouts and additions?
 12 A. Let me -- Mike, can I -- I would have to defer
 13 to either Mike or my partner. I can't answer that.
 14 Q. Would it be your expectation that the
 15 strikeouts and additions would be materially the same as
 16 current signed JOAs?
 17 A. I'm almost certain that they are identical.
 18 Q. Also in Exhibit C, primarily in pages 49
 19 through 55, which is actually an exhibit to the exhibit
 20 so it's the COPAS exhibit?
 21 A. Okay. The exhibit to the JOA?
 22 Q. Correct. Exhibit C to the JOA, which I
 23 believe starts with page 49 of the Snake River's
 24 exhibit.
 25 A. Okay.

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1 Q. So throughout these pages there are numbers
 2 that are added. So, for example, on page 5 of that
 3 Exhibit C, paragraph B, it says, for example, "procedure
 4 can be amended by an affirmative vote of two or more
 5 parties" --
 6 A. I need to get --
 7 Q. The operator --
 8 A. I need to get with you, so...
 9 Q. Here, actually.
 10 MS. VEGA: May I approach the witness?
 11 THE HEARING OFFICER: Please.
 12 Q. (BY MS. VEGA) So looking at --
 13 A. The COPAS?
 14 Q. Yeah, the COPAS.
 15 A. Okay. There we go.
 16 Q. There we go. And so throughout the COPAS,
 17 there is numbers inserted. So, for example, on page 55
 18 of the exhibit, there is some numbers where it says, if
 19 the operator absorbs the engineering design and drafting
 20 costs related to the project, there is percentages, a
 21 five percent, three percent, two percent. Do you see
 22 those?
 23 A. Uh-huh.
 24 Q. Is it your expectation that these numbers that
 25 have been inserted are materially the same as existing

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1 signed JOAs?
 2 A. I would venture that they are identical.
 3 Q. Thank you. Mr. Brown, I believe you
 4 previously testified that it's your understanding that
 5 no -- that through prior integration procedures done by
 6 Alta Mesa, or AM Idaho, LLC, that there was no
 7 integrated owner who elected to be a working interest
 8 owner. Do you recall that testimony?
 9 A. Yes.
 10 Q. Were you in the time frame of, say, 2014 to
 11 2016, were you involved in Alta Mesa's integration and
 12 application efforts?
 13 A. I was a very involved partner. So, yeah, I
 14 was -- I was pretty knowledgeable.
 15 Q. Do you recall if during that time frame if a
 16 company known as Trendwell actually elected to be a
 17 working interest owner in one of the integrated units?
 18 A. I didn't think they had. I don't remember
 19 which do you -- can you recall which unit they were
 20 integrated in?
 21 Q. I don't know.
 22 A. Yeah, they drilled a well. They
 23 drilled -- they operated a well themselves. But I don't
 24 recall them -- they -- I don't recall them being a
 25 partner in any of our wells. And I don't recall them

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1 participating in a -- via an integration.
 2 Q. Is it your experience that residence of the
 3 area, whether they own commercial properties or
 4 residential properties have, not opted into being
 5 working interest owners through the integration process?
 6 A. That is correct.
 7 Q. One question just to clarify perhaps an
 8 inconsistency in the application. And this is the
 9 question that is perhaps better for Mr. Moore, but just
 10 let me know. So Exhibit C -- no, excuse me. Exhibit F
 11 to Snake River's application it's a form cover letter to
 12 mineral owners that I presume was sent with Snake
 13 River's offer information for leasing. Is that -- well,
 14 I'll ask. Have you gotten to Exhibit F?
 15 A. Yes. Yes.
 16 Q. And are you familiar with this document?
 17 A. I am.
 18 Q. And have you seen this document prior to
 19 today?
 20 A. Yes.
 21 Q. And were you involved in kind of the drafting
 22 of the information that was presented in this cover
 23 letter?
 24 A. I didn't draft, but I was familiar.
 25 Q. Okay. And it's, in fact, presumably was

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1 signed by Mr. Wade Moore; correct?
 2 A. Correct.
 3 Q. So in the middle of Exhibit F, there is four
 4 bullet points. And the last one says, option to extend
 5 the primary term for three years at \$100 per net mineral
 6 acre. Do you see that?
 7 A. Yeah, I was going to mention that here in a
 8 second. If we've got a typo in the body, if this needs
 9 to be amended here to say, "100," Mike, you good with me
 10 retroactively let's just --
 11 Q. Well, let me ask a question.
 12 A. Yeah.
 13 Q. So your previous testimony talking about the
 14 form lease.
 15 A. Yeah.
 16 Q. And I believe it's Exhibit 8 --
 17 A. Yes. Yes.
 18 Q. -- to that form lease?
 19 A. And we've got a typo there. Go ahead.
 20 Q. There is a \$50 extension payment?
 21 A. That should be 100.
 22 Q. Okay. So between these two documents, the
 23 offer made in this cover letter to mineral interest
 24 owners would be the correct amount?
 25 A. Correct. So as to Mr. Piotrowski's question,

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1 that should say 100 on the option to extend.
 2 MS. VEGA: Okay. I believe that is all of my
 3 questions. Thank you.
 4 THE WITNESS: Thank you.
 5 THE HEARING OFFICER: Thank you, Ms. Vega.
 6 If everyone will just grant me a little bit of
 7 time as I update my notes here.
 8 Mr. Christian, of course you can walk up.
 9 Does Snake River have any redirect for this witness?
 10 MR. CHRISTIAN: Yes, Mr. Administrator. Thank
 11 you.
 12 THE HEARING OFFICER: Please.
 13 REDIRECT EXAMINATION
 14 QUESTIONS BY MR. CHRISTIAN:
 15 Q. Mr. Piotrowski asked you about the reference
 16 to consideration at the beginning of the form of lease
 17 where it says \$10 and other adequate consideration. Do
 18 you recall that?
 19 A. Yes.
 20 Q. Typically is the bonus check delivered to the
 21 lessor at the time the lease is signed?
 22 A. Yes.
 23 Q. So, in fact, there is other good and
 24 sufficient consideration given to the lessor in the form
 25 of whatever the bonus is agreed upon at the time the

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1 lease is signed?
 2 A. Yes.
 3 Q. And Mr. Piotrowski asked you some questions
 4 about whether Snake River would be responsible for
 5 diminution in value of surrounding properties. Do you
 6 recall that?
 7 A. Yes, I do.
 8 Q. Are you aware in your 40 years of experience
 9 as a landman and otherwise in the business, of any lease
 10 in which Weiser-Brown participated and that you've
 11 participated in as a landman, where the lessee/operator
 12 has agreed to pay a lessor's diminution in property
 13 value?
 14 A. No, I'm not.
 15 Q. Just the typical approach is to pay for
 16 damages to surface elements; right?
 17 A. Correct.
 18 Q. And in this case that includes, for example,
 19 buildings, and buildings are part of the real estate;
 20 correct?
 21 A. Yes.
 22 Q. Ms. Vega asked you about the form of JOA.
 23 Weiser-Brown has a couple of staffers in Arkansas, Chad
 24 is one, Royce is the other. Can you tell me their full
 25 names?

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1 A. Chad Rader, Royce Dixon, Nathan Caldwell.
 2 Q. Would either Chad or Royce been involved in
 3 preparing the forms and operating agreement?
 4 A. Yes.
 5 Q. Do you recall any conversation with them along
 6 the lines of preparing a form which tract with the form
 7 used by the working partners?
 8 A. Ask me that again.
 9 Q. Do you recall instructing or having
 10 conversations with either Chad or Royce about preparing
 11 the form of joint operating agreement for this
 12 application in a form that tracked with the one that
 13 Snake River has with its interest working partners?
 14 A. I just don't recall.
 15 Q. I think that's all the questions I have.
 16 THE HEARING OFFICER: Thank you,
 17 Mr. Christian. Turn this away a little bit, so I can
 18 read my notes, Mr. Brown. I have a few questions for
 19 you as well.
 20 EXAMINATION
 21 QUESTIONS BY THE HEARING OFFICER:
 22 Q. Mr. Brown, I don't want to inundate you too
 23 much but I do have a few. The application states drill
 24 site is leased. First, how would you define "drill
 25 site" as it is used in Idaho Code 47-310? Is that

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1 referring to the surface location or to the entire well
 2 bore?
 3 A. Ask one more -- me when you say, "well bore."
 4 I think of the well bore going down into the earth. So
 5 ask your question.
 6 Q. So was the drill site isolated to the surface
 7 location, or is the drill site also part of the well
 8 bore to TD?
 9 A. When I think of drill site, I think of the
 10 surface location --
 11 Q. Okay.
 12 A. -- being covered by this surface use
 13 agreement.
 14 Q. Thank you. The application states that the
 15 well will go -- the well, the well site is in the
 16 southwest quarter of Section 11, I think it changed from
 17 the application that stated from the southeast quarter
 18 of section 10. Anyhow, do you know more specifically
 19 what the well site is going to be?
 20 A. Yes.
 21 Q. Could you share that?
 22 A. Yes. We negotiate a surface use agreement
 23 with Fallon Enterprises, who is the -- they own about
 24 almost a thousand acres in the area in predominance of
 25 this unit. And we negotiated a three or five acre, I

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1 can't remember, surface use area agreement with them.
 2 Q. Okay. As a follow up, and I don't expect you
 3 to have coordinates, but maybe Wade could provide those
 4 or something, so we know exactly where that well is
 5 going to be?
 6 A. It's in the southwest of 11, and it's just
 7 about -- I can't remember. Wade will know the footages
 8 north of Killebrew Road.
 9 Q. Thank you, Mr. Brown. Should this order allow
 10 for the assignment or change in operator with a
 11 different process than is outlined in statute?
 12 A. Can you ask that again?
 13 Q. Are you asking that we allow for a different
 14 process other than statute when moving from one operator
 15 to the other?
 16 A. I don't know.
 17 Q. Okay. Thank you. Snake River's application
 18 states that drilling activities will not occur on lands
 19 to be integrated. What does this include? Does it
 20 include the well bore passing underground?
 21 A. Okay. I'm thinking through your question.
 22 Ask that --
 23 Q. So drilling activities --
 24 A. Yeah. Yeah.
 25 Q. Let's start there. What are drilling

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1 activities?
 2 A. Drilling activities, drilling the well to TD.
 3 Q. Okay. Thank you. Does that include the well
 4 bore passing underground, you just enumerated that, I
 5 believe?
 6 A. Yes.
 7 Q. Drilling activities include the well bore?
 8 A. Yes.
 9 Q. Okay. Will this well bore pass underground
 10 through unleased lands?
 11 A. I can't answer that.
 12 Q. Okay. Thank you.
 13 A. Wade -- Wade -- yeah.
 14 Q. And again, thank you. The questions that I
 15 put to Mr. Brown are just as easily, I'll ask Mr. Moore
 16 about them as well. Okay?
 17 Is there going to be additional surface use
 18 proposed upon the well pad?
 19 A. Not at this time. I -- yeah.
 20 Q. For example, a road, an access road, or
 21 anything along those lines?
 22 A. I think we have a 200-foot road north of
 23 Killebrew, which is approved by Fallon Enterprises to
 24 access the -- I think it's actually to access the
 25 surface use agreement.

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1 Q. Thank you. Are those on leased properties?
 2 A. I'm sorry?
 3 Q. Are those on leased properties?
 4 A. Yes.
 5 Q. Okay. I'll hop down a little bit more. Do
 6 you think it's appropriate for the integration order to
 7 deem mineral owners leased under every term and
 8 condition in the lease?
 9 A. Yes.
 10 Q. Can you expand on that?
 11 A. I don't know if there is any -- the question
 12 is, are they to be -- if they are determined deemed
 13 leased, then are they subject to all the terms -- all
 14 the terms in the oil and gas lease attached? And I
 15 would say, yes.
 16 Q. Okay. Thank you.
 17 A. With the exception of the change, the option
 18 period, or the option to 100 an acre that we just talked
 19 about.
 20 Q. Thank you. Some additional questions, what
 21 time limit do you propose placing on development of this
 22 unit, how long? I mean, is it just going to be a year,
 23 or just tell me a little bit about that?
 24 A. We would like to proceed with this as soon as
 25 possible within 45 to 90 days.

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1 Q. Okay. Are you proposing that the integration
 2 should continue indefinitely?
 3 A. Yes.
 4 Q. Thank you. What is Snake River's view as to
 5 drilling additional wells on this spacing unit?
 6 A. We would certainly hope to drill additional
 7 wells given encouragement.
 8 Q. Have you noticed any of the mineral interest
 9 owners that there could be additional wells drilled?
 10 A. It's provided in all of the lease agreements,
 11 and I would assume when we negotiated the leases, that
 12 the landman shared that there was potential of
 13 additional wells.
 14 Q. What process -- thank you. What process will
 15 Snake River use to request additional wells?
 16 A. It would start with notification or
 17 application to Department of Lands for -- we would have
 18 to fill out a pretty lengthy application to drill, which
 19 has a public notice period, and we also have to get a
 20 county permit.
 21 Q. Thank you. Could this integration
 22 specifically -- could this integration order be
 23 restricted to one well; why or why not?
 24 A. I don't see how it could be restricted to one
 25 well, because that's not what we're applying for. And

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1 that's -- I don't think that's what's been determined is
 2 what the integration orders previously have stated or
 3 envisioned, excuse me.
 4 Q. Thank you. What's a reasonable charge for the
 5 supervision and interest of this broadly? And if you
 6 don't --
 7 A. I'm sorry?
 8 Q. I said what is the reasonable charge for the
 9 supervision and interest in this application? You may
 10 be calling on your experience in other states?
 11 A. You say supervision of this application?
 12 Q. Right.
 13 A. On the regulatory side?
 14 Q. Right.
 15 A. I would have to defer to my partner, Chris,
 16 because he's more -- he sits on the oil and gas
 17 commission in Arkansas. Do you -- I don't remember what
 18 the rates are, but we can get that.
 19 Q. Thank you. That's good.
 20 THE HEARING OFFICER: All right. Those are
 21 all the questions I have for you, Mr. Brown, right now.
 22 Mr. Christian, you may call your next witness.
 23 MR. CHRISTIAN: May I ask a couple follow-up
 24 questions?
 25 THE HEARING OFFICER: Sure. Go ahead.

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1 MR. CHRISTIAN: Thank you. Just for purposes
 2 of clarity maybe.
 3 FURTHER REDIRECT EXAMINATION
 4 QUESTIONS BY MR. CHRISTIAN:
 5 Q. Mr. Brown, I don't know is it your
 6 anticipation that the well that you anticipate drilling
 7 in this unit will be vertical or deviated?
 8 A. I'm having a senior moment.
 9 Q. Okay. You can't remember?
 10 A. No, Wade -- Wade can --
 11 Q. Okay.
 12 A. I know -- I'm just -- we've got so much going
 13 on I just have had --
 14 Q. And you anticipate submitting an application
 15 for permit drill as soon as the order in this matter is
 16 issued?
 17 A. Correct.
 18 Q. Now, I'm having a senior moment. Oh, there is
 19 another unit in which -- integrated unit in which Snake
 20 River has applied for and ultimately received approval
 21 to drill a second well in the unit; correct?
 22 A. Correct.
 23 Q. The Barlow, Section 14?
 24 A. Yep.
 25 Q. And the reason is that the well targets a

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1 second source of supply; right?
 2 A. Correct.
 3 MR. CHRISTIAN: Okay. That's all the
 4 questions I have.
 5 THE HEARING OFFICER: Thank you,
 6 Mr. Christian.
 7 Out of courtesy, Mr. Piotrowski, if you have
 8 any brief follow-up questions you are welcome to?
 9 MR. PIOTROWSKI: I do. Thank you, sir.
 10 RE-CROSS-EXAMINATION
 11 QUESTIONS BY MR. PIOTROWSKI:
 12 Q. Mr. Brown, as you sit here today, there is the
 13 possibility that there are hydrocarbons overlaid by this
 14 spacing unit; right?
 15 A. Possible.
 16 Q. But we don't know where those are; do we, or
 17 even if they exist; right?
 18 A. Correct.
 19 Q. So as we sit here at the moment, there is no
 20 way to know if such pools are found, where the
 21 appropriate placement for a well might be; right?
 22 A. Correct.
 23 Q. And no way to know what nature of, you know,
 24 drilling, whether vertical, or horizontal, or otherwise
 25 might be appropriate to reach this as yet unidentified

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1 pool of hydrocarbons; right?
 2 A. Correct.
 3 Q. And so it's fair to say that there could be
 4 something down there. We could decide at some future
 5 date that it's worth drilling for. But beyond that, the
 6 details are just unknowable, or at least are unknown
 7 right now; correct?
 8 A. Correct.
 9 MR. PIOTROWSKI: Thank you. That's all.
 10 THE HEARING OFFICER: Thank you,
 11 Mr. Piotrowski.
 12 Out of courtesy to the Department, Ms. Vega,
 13 do you have any additional follow-up questions?
 14 MS. VEGA: Just one, thank you.
 15 RE-CROSS-EXAMINATION
 16 QUESTIONS BY MS. VEGA:
 17 Q. And if I may, this question goes back to your
 18 earlier testimony. There was some discussion about the
 19 gathering pipelines and the infrastructure that's in
 20 place to move hydrocarbons to the processing facility.
 21 Do you recall that discussion?
 22 A. Uh-huh.
 23 Q. Is that a "yes"?
 24 A. Yes, I do.
 25 Q. And are there access and/or use agreements

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1 with the owners of the pathway of that pipeline in
 2 place?
 3 A. Yes. Yes, we have a right-of-way that extends
 4 from the Fallon 110, and it goes basically in an
 5 eastward path, and it passes by this well bore, and I
 6 described that riser that's on this SUA, and goes to
 7 Little Willow over on Simplot and Little Willow field.
 8 Q. And Snake River has permission from all those
 9 owners --
 10 A. Yes.
 11 Q. -- along that pathway?
 12 A. Yes, we do.
 13 Q. And is my understanding correct, that the
 14 Idaho Public Utilities Commission is one of the primary
 15 regulators of that pipeline?
 16 A. Yes.
 17 MS. VEGA: Thank you.
 18 THE HEARING OFFICER: Thank you, Ms. Vega.
 19 Mr. Christian, you will have the opportunity
 20 to call your next witness. But right now, it's
 21 approximately 10:43 Mountain time. Let's take a
 22 15-minute break, if you all don't mind.
 23 Chris, please pause the recording.
 24 MR. GOZZO: The recording has been paused.
 25 THE HEARING OFFICER: Thank you.

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1 (Recess.)
 2 THE HEARING OFFICER: Chris, we're back from
 3 break. You can start the recording. I believe our
 4 phone is unmuted. And you are shaking your head, which
 5 means you are hearing us, and that is awesome.
 6 MR. GOZZO: Yes, the recording has been
 7 unpaused.
 8 THE HEARING OFFICER: Thank you, Mr. Gozzo.
 9 Mr. Christian, you may call your next witness.
 10 MR. CHRISTIAN: Thank you, Mr. Administrator.
 11 We'll call Wade Moore, III.
 12 THE HEARING OFFICER: Mr. Moore, are you on
 13 the phone?
 14 THE WITNESS: Yes, sir, I am here.
 15 THE HEARING OFFICER: I am going to offer the
 16 oath to you.
 17 WADE MOORE, III,
 18 first duly sworn to tell the truth relating to said
 19 cause, testified remotely as follows:
 20 THE WITNESS: Yes, I do.
 21 THE HEARING OFFICER: Thank you.
 22 Mr. Christian, you may proceed.
 23 MR. CHRISTIAN: Thank you.
 24 DIRECT EXAMINATION
 25 QUESTIONS BY MR. CHRISTIAN:

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1 Q. Mr. Moore, can you state your full name for
 2 the record?
 3 A. Wade Moore, III.
 4 Q. And what is your job title?
 5 A. Landman.
 6 Q. And are you a landman for Snake River Oil and
 7 Gas?
 8 A. Yes, sir.
 9 Q. And working here, in Idaho?
 10 A. Correct.
 11 Q. Have you been at least in the last couple of
 12 years responsible for Snake River's leasing efforts in
 13 the spacing unit that is the subject of this integration
 14 application?
 15 A. Yes, sir, I have.
 16 Q. Does that include both you personally
 17 contacting landowners and you managing contract brokers?
 18 A. That is correct.
 19 Q. Do you have the integration application
 20 materials, which is Exhibit SR 1, with you?
 21 A. Yes, I do.
 22 Q. Can you please look at Exhibit E to the
 23 application, which is the Resume of Efforts, beginning
 24 on, I believe, it's page 73 of the application?
 25 A. Okay. Yes.

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1 THE HEARING OFFICER: Mr. Christian, I would
 2 like to sneak in real quick. Mr. Moore, if you would
 3 not mind, please, as you speak, since we're all over the
 4 phone and this is being transcribed, in your answers
 5 would you please articulate, and maybe even speak a
 6 little bit slower so that we can all get a good
 7 understanding of what's going on. And it's something I
 8 deal with as well, so we're one party here. But let's
 9 just make sure we speak clearly as we go through this.
 10 Okay?
 11 THE WITNESS: Yes, sir. Thank you.
 12 THE HEARING OFFICER: Thank you.
 13 Go ahead, Mr. Christian.
 14 MR. CHRISTIAN: Thank you.
 15 Q. (BY MR. CHRISTIAN) Wade, do you have Exhibit
 16 E to the application in front of you?
 17 A. Yes, sir.
 18 Q. And that is the resume of efforts made to
 19 contact uncommitted mineral interest owners in the
 20 subject spacing unit?
 21 A. That is correct.
 22 Q. Were you responsible for preparing this resume
 23 of efforts?
 24 A. I did.
 25 Q. And does it identify all of the uncommitted

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1 mineral interest owners in the unit?
 2 A. Yes, sir.
 3 Q. There is, Mr. Brown, I think testified to
 4 this, but there is one owner who has since been leased;
 5 correct?
 6 A. That is correct.
 7 Q. Is that the Mussers?
 8 A. Yes, they did lease.
 9 Q. And that is at least on the resume of efforts,
 10 that's Tract No. 2?
 11 A. That is correct.
 12 Q. Okay. Did you personally direct at least two
 13 contacts with each of the uncommitted mineral interest
 14 owners in the last two months before the application was
 15 filed or longer?
 16 A. Yes, I did.
 17 Q. Okay.
 18 A. And it's been longer, yes.
 19 Q. Okay. Can you generally describe what your
 20 efforts were?
 21 A. Efforts, recent efforts, aside from the
 22 efforts that were a couple years ago. The recent
 23 efforts started in around December of 2020 and carried
 24 over about four months until April.
 25 Q. Did they include in-person and mail contacts?

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1 A. Attempted in-person and mail contacts.
 2 Q. There were some owners where you attempted to
 3 make contact in person and were unable to?
 4 A. Yeah, a lot of nonresponse either by phone and
 5 mail showed me not interested in communicating.
 6 Q. Some of the efforts listed on the resume of
 7 efforts go back further to the time period of the
 8 previous operator; is that correct?
 9 A. That is correct.
 10 Q. But generally it reflects that these owners
 11 have all been contacted multiple times over the last few
 12 years?
 13 A. Yes, that's correct.
 14 Q. And your mail contacts included the offer
 15 letter, which is Exhibit F to the application; is that
 16 right?
 17 A. That is correct.
 18 Q. And there has been some discussion of this,
 19 but with one exception, the highest bonus offered or
 20 paid in the unit was \$100 an acre; is that right?
 21 A. That is -- yes, that's right.
 22 Q. And the exception is Rita Lockner's one-acre
 23 tract; is that right?
 24 A. That is the exception, yes.
 25 Q. Do you have any personal knowledge of how that

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1 particular \$250 acre payment came to be?
 2 A. I do not have personal knowledge. No, I was
 3 not responsible at that time for that leasing effort.
 4 Q. Okay. Does Ms. Lockner own a company that
 5 owns other acreage in the unit?
 6 A. Yes, see Donoho Rock and TD Rock.
 7 Q. And are they both leased?
 8 A. Correct.
 9 Q. And were they leased at \$100 an acre?
 10 A. They were \$100 an acre, yes, sir.
 11 Q. And to your knowledge is any voluntary lease
 12 in the spacing unit at greater than a one-eighth
 13 royalty?
 14 A. There is not.
 15 Q. The resume of efforts, which is Exhibit E to
 16 the application, reflects just over 90 percent of the
 17 mineral acres in the unit leased. Does that track with
 18 your knowledge of leasing efforts?
 19 A. Mike, I didn't catch your full question. I
 20 apologize. Can you repeat?
 21 Q. The resume of efforts reflects a percent
 22 leased of just over 90 percent. Is that accurate to
 23 your knowledge?
 24 A. That is accurate, yes.
 25 Q. The lease that was taken since the application

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1 the Mussers, can you tell me what the bonus and royalty
 2 and lease term were for that lease?
 3 A. Musser was paid \$100 per acre, and a
 4 one-eighth royalty.
 5 Q. And what was the term?
 6 A. Five years primary, three year optional.
 7 Q. Okay. There has been some other discussion of
 8 this previously, but the proposed well site in this unit
 9 is going to be on Fallon Enterprises land; is that
 10 correct?
 11 A. That is correct.
 12 Q. And is the anticipated well going to be
 13 directionally drilled?
 14 A. To my knowledge it will be a directional
 15 drill.
 16 Q. And is it generally is the anticipated path
 17 the well bore to the south from the well path?
 18 A. As my understanding goes, that is correct.
 19 Q. And is it your understanding that the
 20 anticipated path of the well bore will cross land that
 21 is all currently leased?
 22 A. Yes, sir.
 23 Q. Can you look at your declaration, Wade, which
 24 is Exhibit B to the application?
 25 A. Okay.

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1 Q. And I'll direct to -- first of all, have you
 2 reviewed the declaration?
 3 A. Yes, I'm there, Mike. I'm ready.
 4 Q. Okay. Is there anything in that declaration
 5 that has changed to your knowledge since the time you
 6 signed it?
 7 A. No, sir. Other than the Musser -- I'm reading
 8 it right now. It doesn't identify individual names as
 9 far as being leased and that ultimate change was we
 10 picked up another lease. So other than that, no,
 11 nothing has changed.
 12 Q. And is the discussion in paragraph 7 of your
 13 declaration regarding the factors behind the suggested
 14 risk penalty, are all of those facts still true?
 15 A. To my knowledge, yes.
 16 MR. CHRISTIAN: I don't think I have any other
 17 questions.
 18 THE HEARING OFFICER: Thank you,
 19 Mr. Christian.
 20 Mr. Piotrowski, you may ask questions of the
 21 witness. Mr. Piotrowski, you are still muted.
 22 Chris, can you help with anything on our end?
 23 He's not looking at the camera. Mr. Piotrowski? See,
 24 if we can get him when he's looking. Chris, standby.
 25 Chris, I'm not hearing you either. We have a problem.

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1 We may have lost the line here. Let's see what I can do
 2 on our end.
 3 And, Mr. Piotrowski, I'm sure it's quite
 4 eloquent. Please hold that thought.
 5 (Court Reporter technical difficulties.)
 6 (Off the record.)
 7 THE HEARING OFFICER: Mr. Piotrowski, please
 8 start over with your questions of the witness. And
 9 thank you for your patience.
 10 MR. PIOTROWSKI: Thank you, sir.
 11 CROSS-EXAMINATION
 12 QUESTIONS BY MR. PIOTROWSKI:
 13 Q. Mr. Moore, the point I'm trying to get at is
 14 merely that there is a lease that included a bonus
 15 payment of \$250 for a one-acre tract within this spacing
 16 unit; correct?
 17 A. That is correct.
 18 Q. Okay. And all of the other leases were at
 19 \$100 per acre; correct?
 20 A. That is correct.
 21 Q. And \$100 for all tracts under an acre?
 22 A. Yes, sir.
 23 Q. Okay. And the one exception is the one tract
 24 that received a \$250 bonus payment on one-acre tract;
 25 right?

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1 A. That is correct, Ms. Rita Lockner, correct.
 2 Q. Okay. Is there any way at the moment to
 3 estimate the value of the royalties that the lessors are
 4 likely to receive if and when this well is drilled?
 5 A. I'm not the person to try to even guess at
 6 that. I would have to defer to a reservoir engineer.
 7 So to answer your question, no, I can't do that.
 8 Q. All right. And so in entering into these
 9 leases, did you make any statement to the potential
 10 lessors about what they could expect to earn in
 11 royalties?
 12 A. I personally did not, no.
 13 MR. PIOTROWSKI: Thank you. That's all the
 14 questions I have.
 15 THE HEARING OFFICER: Thank you,
 16 Mr. Piotrowski.
 17 Ms. Vega, you may ask questions of the
 18 witness.
 19 MS. VEGA: No questions.
 20 THE HEARING OFFICER: For the record,
 21 Ms. Vega, did not have any questions to ask of the
 22 witness. And I only mention that to make sure we get it
 23 recorded.
 24 Does Snake River have any questions for the
 25 witness?

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1 MR. CHRISTIAN: No, sir.
 2 THE HEARING OFFICER: Okay. Thank you.
 3 I do have some questions.
 4 EXAMINATION
 5 QUESTIONS BY THE HEARING OFFICER:
 6 Q. Mr. Moore, some of these questions I've asked
 7 already of Mr. Brown. So I'm just asking for clarity.
 8 And you may have additional information. First, do you
 9 know the location of the well to be drilled?
 10 A. I know, yes, the surface location. Yes, sir.
 11 Q. All right. Mr. Moore, the application says
 12 that operations may be similar to operations found at
 13 the previously drilled and completed wells in the Little
 14 Willow area. Can you describe in more detail what those
 15 similar operations may be?
 16 A. I'm not able to describe. I'm not privy to
 17 operational function, no, sir.
 18 Q. Okay. Thank you. Mr. Moore, regarding the
 19 application mentions gathering lines. Are those
 20 gathering lines to be placed on an uncommitted owner's
 21 property?
 22 A. Currently the answer is, no, where the well
 23 pad will sit, it's on a leased ground. And our
 24 connection point for that well is about 100 feet away on
 25 the same leased ground. So, no, sir.

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1 Q. Thank you for that answer. Can we include a
 2 condition in the integration that states that?
 3 A. I don't know if I can give you the directives
 4 to do that, but my opinion is that it would be okay to
 5 do so.
 6 Q. Thank you. And to bring up the \$250 bonus
 7 payment again, albeit briefly, can you confirm on the
 8 record that -- well, excuse me. Let me go back and make
 9 sure we cover this.
 10 The statute does say ini 47-320, that the
 11 affidavit stating the highest bonus payment paid to a
 12 leased owner in the spacing unit be integrated prior to
 13 filing the integration application. There is no
 14 exemptions for erroneous departures.
 15 Mr. Moore, I would like you to confirm that
 16 this rate, confirm this \$250 rate for the record for me,
 17 as the only evidence we have right now in this
 18 application?
 19 A. Yes, sir, that is correct.
 20 Q. Let me scan my questions one more time.
 21 A. Did you hear me?
 22 Q. Yes, I did. Thank you, Mr. Moore.
 23 A. Okay.
 24 Q. Mr. Moore, one of the reasons the application
 25 gives to requesting a 300 percent risk penalty is that

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1 this is a wildcat area. Is this truly a wildcat area
 2 given the Barlow 114 well is drilled nearby?
 3 A. Again, just based on my knowledge in the oil
 4 and gas experience, and I would say, yes, because there
 5 is not really much production to base our understanding
 6 on as far as the geologic of this field. As a landman,
 7 you know, again, my best answer is going to be, yes, it
 8 is due to the lack of production -- let me say
 9 this -- proven production.
 10 Q. Mr. Moore, in your opinion, at what point is
 11 something is basically a field or a well site no longer
 12 a wildcat well?
 13 A. Oh, gosh. Again, you are having a landman
 14 answer those kind of questions. You know, I'm going to
 15 have to say, as far as proven production, if you get ten
 16 years of proven production out of one area, constant
 17 proven production, I think, you would probably be at a
 18 wildcat phase. That's just my -- again, Mr. Thomas,
 19 that's my opinion. I don't have any basis of that.
 20 Q. Thank you, Mr. Moore. That's adequate.
 21 Mr. Moore, I want to ask you a few questions regarding
 22 reaching out to folks, and I think that's more in your
 23 purview. Some of the attempts to contact owners
 24 occurred, according to the application, on December 28th
 25 with the second occurring on February 25th, specifically

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1 the River Ridge Estates and the Larsons. That is 56
 2 days between contacts, which is less than the 60 day
 3 required statutes.
 4 Was there any contact attempts made after
 5 February 25th? We have one entry that says, March 24th,
 6 no response to offer. Was there a contact then, or just
 7 a confirmation that the owner had not contacted Snake
 8 River?
 9 A. It was an additional contact.
 10 Q. Please say that again for me?
 11 A. It was an additional contact.
 12 Q. There was?
 13 A. Yes. Sorry about that. Yes.
 14 Q. Okay. There was, yes. Thank you.
 15 The last question. Mr. Moore, I see that the
 16 prior operator's efforts are included in the resume.
 17 Should the attempts the prior operator made to reach an
 18 agreement with mineral interest owners be considered a
 19 separate occasion to inform the uncommitted owners of
 20 the applicants intention to develop a mineral resource
 21 in the proposed spacing unit? And the crux of the
 22 question is, should the attempt made by the prior
 23 operator be considered a separate occasion?
 24 A. Probably, yes. I mean, I don't know how to
 25 answer that. I mean, it's the same -- the same

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1 landowners have then attempted many times, whether we
 2 want to say it's separate or not. I don't know how to
 3 answer that.
 4 Q. You did a good job. Thank you, Mr. Moore, I
 5 appreciate it.
 6 THE HEARING OFFICER: I don't have any
 7 additional questions at this time for the witness.
 8 Counsel, if you would like to redirect?
 9 MR. CHRISTIAN: I don't have anything further.
 10 Thank you.
 11 THE HEARING OFFICER: Thank you. Counsel, you
 12 may call your next witness.
 13 MR. CHRISTIAN: That is our last witness.
 14 THE HEARING OFFICER: Okay. Very good. Thank
 15 you.
 16 In that case, Mr. Piotrowski, do you have any
 17 witnesses you would like to call?
 18 MR. PIOTROWSKI: We have no witnesses to
 19 present.
 20 THE HEARING OFFICER: Thank you.
 21 Ms. Vega, do you have any witnesses you would
 22 like to call?
 23 MS. VEGA: No, thank you. However, if I may,
 24 not a witness question. Pursuant to the pre-hearing
 25 order, the Idaho Department of Lands did submit an

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1 Exhibit, IDL 1. I had received word from Mr. Christian
 2 that he would stipulate to the admissibility of this
 3 exhibit. I didn't hear from Mr. Piotrowski. But are
 4 you wanting the Department to prove up this exhibit or
 5 provide information about it?
 6 THE HEARING OFFICER: Well, let's start with
 7 while we're all here, Mr. Piotrowski?
 8 MR. PIOTROWSKI: I have no objections to that
 9 exhibit.
 10 THE HEARING OFFICER: Thank you.
 11 MS. VEGA: And I would offer it. It is really
 12 just demonstrative for the use of you, as the
 13 Administrator, demonstrative of the field, and the
 14 different administrative matters that have taken place
 15 since 2015.
 16 THE HEARING OFFICER: Thank you, Ms. Vega. I
 17 certainly admit the exhibit. I appreciate that.
 18 MS. VEGA: Thank you.
 19 (Exhibit IDL 1 admitted.)
 20 THE HEARING OFFICER: Well, folks since the
 21 witnesses are finished, the parties may now offer
 22 closing arguments. I'm not putting a hard limit on
 23 these closing arguments. Tentatively, I would like to
 24 go under 20 minutes. But we're far enough in the
 25 calendar, that each can talk as they need.

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1 Snake River, you may make a closing argument
 2 at this time.
 3 MR. CHRISTIAN: Thank you, Mr. Administrator.
 4 As a housekeeping matter, I don't know that I've
 5 formally moved the admission of Exhibit SR 1. To the
 6 extent necessary, I will do so. I think the
 7 administrative rules are fairly flexible on that point.
 8 But I would move the admission. Multiple witnesses have
 9 testified of their knowledge to it, and it's been on the
 10 docket for months. So I suppose if anybody else has any
 11 objection to it, we can discuss it, but...
 12 THE HEARING OFFICER: Thank you,
 13 Mr. Christian.
 14 (Exhibit SR 1 admitted.)
 15 MR. CHRISTIAN: One second. Sorry.
 16 Mr. Administrator, I don't have a lot to add as
 17 commentary to the closing, other than to say, Mr. Brown,
 18 in particular, provided testimony regarding the key
 19 proposed terms and conditions of integration, which are
 20 not provided for by statute, which in this case would be
 21 the lease, form of lease, and the form of joint
 22 operating agreement, and the bonus to be paid under the
 23 lease. And for each of them have established that they
 24 are consistent with industry standards.
 25 Mr. Brown testified that his 40 years of

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1 experience in the industry, and both of those forms have
 2 been used throughout his experience in many states. He
 3 testified to establish that they are consistent with
 4 terms previously accepted or rejected by courts or other
 5 oil and gas administrative agencies, specifically in
 6 this case, the use of the form of JOA and previous
 7 integrations; and the use of the Form 610 generally by
 8 the state of Arkansas, apparently in all integrations;
 9 and applicable to the unit and its operations; and
 10 similar to other agreements within or nearby the unit.
 11 Mr. Brown, testified that the proposed form of lease in
 12 particular was similar, very similar to other
 13 voluntarily leases, both within the unit and in
 14 surrounding areas in terms of its form, and bonus,
 15 royalty, and term.
 16 There was not any contrary testimony or
 17 evidence provided by the objecting mineral owners to
 18 establish that there was a reason for a different term
 19 or condition to be appropriate. There was no testimony
 20 or evidence established that other terms and conditions
 21 should be offered, other than I think the suggestions by
 22 Mr. Piotrowski, that at least indirectly that an
 23 operator ought to be responsible for diminution of
 24 property value. On that subject specifically, there was
 25 no evidence offered to get beyond speculation, that any

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1 diminution of property value could occur or would occur
 2 in the future. And, in fact, the testimony of Mr. Brown
 3 was that in his 40 years of experience in the industry,
 4 nobody has -- no lessee included such a term in their
 5 lease, in voluntary leases.
 6 There was no other evidence or testimony
 7 provided that the proposed terms in the application,
 8 including those addressed at drilling equipment and
 9 operating the well, or are not either consistent with
 10 the act, or that there are additional conditions
 11 necessary given the specific conditions of this unit.
 12 There was testimony about how the drill site
 13 and the well bore will physically occupy property within
 14 the unit. And the testimony was that it will all be on
 15 the land of voluntary lease owners. To the extent there
 16 may be any future use of the uncommitted owners surface
 17 estate, there was testimony from Mr. Brown that the
 18 lease provides surface owner protections in the way of
 19 compensation for surface damages and indemnity for
 20 potential liabilities. And, of course, Idaho Code
 21 47-334 remains out there.
 22 There is no testimony or evidence provided by
 23 any party that additional bonding should be required.
 24 And there was testimony from Mr. Brown that the proposed
 25 forms do not limit integrated owners that do not choose

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1 to participate from pursuing any private right of action
 2 they may have against the operator for future harms.
 3 So for those reasons we submit that the terms
 4 of integration that are proposed in the application are
 5 just and reasonable and in accordance with the factors
 6 set forth by the administrator in his previous order,
 7 and that the application should be granted.
 8 THE HEARING OFFICER: Thank you,
 9 Mr. Christian.
 10 MR. CHRISTIAN: Thank you.
 11 THE HEARING OFFICER: Mr. Piotrowski, you may
 12 make --
 13 MR. PIOTROWSKI: Thank you, Mr. Thomas.
 14 THE HEARING OFFICER: -- closing statements.
 15 MR. PIOTROWSKI: In your earlier ruling, you
 16 had indicated already there would be no opportunity to
 17 seek additional compensation. And I took that ruling at
 18 face value, that the compensation terms of this were set
 19 by statute, and there was not much going to be adjusting
 20 of the terms, so we haven't done so.
 21 With that said, what Snake River Oil and Gas
 22 requests of you is that for \$100 and one-eighth, it
 23 should be permitted to drill as many wells as it can
 24 justify in this spacing unit in both this proceeding and
 25 any future proceedings, it may. And that the

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1 integration order will provide \$100 an acre and a
 2 one-eighth royalty, whether there is one well, two
 3 wells, ten wells, or 200 wells. That is neither just
 4 nor reasonable. And no set of other terms could make it
 5 just or reasonable.
 6 The fact is that the integration order should
 7 be denied, because the law as clearly established in
 8 Idaho by the commission, and by the Department, prevents
 9 landowners from getting the fair value of their
 10 property. I know you'll disagree, but that's our
 11 position. And on the that basis, the Department should
 12 deny the application.
 13 THE HEARING OFFICER: Thank you,
 14 Mr. Piotrowski.
 15 Ms. Vega, would you like to make any closing
 16 arguments?
 17 MS. VEGA: No closing arguments. Thank you.
 18 THE HEARING OFFICER: Again, just out of
 19 convenience. Ms. Vega, and the Department are not
 20 providing any closing arguments.
 21 Snake River, if you would like, you may
 22 provide rebuttal at this time.
 23 MR. CHRISTIAN: A short rebuttal,
 24 Mr. Administrator, in fact, there is abundant evidence
 25 in the record establishing fair value. Mr. Brown

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1 testified at length and as did Mr. Moore, that every
 2 voluntary lease in this unit and the vast majority of
 3 voluntary leases in the area are at a one-eighth
 4 royalty. That's the market. Likewise, with the one
 5 exception of Ms. Lockner, and granting, you know, the
 6 statute says what it says. Every voluntary lease in
 7 this unit and in the surrounding area is at a \$100
 8 bonus.
 9 And Mr. Brown testified that the form of lease
 10 proposed is consistent with the form used with many
 11 other lessors in the unit and in the area. So there is,
 12 in fact, evidence, substantial evidence in the record
 13 establishing the market value for a lease of minerals in
 14 the area.
 15 That's all I have. Thank you.
 16 THE HEARING OFFICER: Thank you,
 17 Mr. Christian.
 18 I would like to put out a thank you all for
 19 coming today. We will have a public comment period in
 20 this hall tonight at this location at 6:00 p.m. I'll be
 21 here. Maybe the only one here zooming in, it could be
 22 brief. But anyone is welcome to come and provide public
 23 comment at that time.
 24 However, for this proceeding, it is now 11:34
 25 a.m. Mountain time, and the hearing is concluded. I

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1 will take this under advisement and issue a written
 2 order. Thank you everyone for your participation today.
 3 Chris, you can pause the recording at this time.
 4 MR. GOZZO: The recording has been stopped.
 5 THE HEARING OFFICER: Thank you.
 6 (The hearing concluded at 11:34 a.m.)
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REPORTER'S CERTIFICATE

I, COLLEEN P. DOHERTY, CSR No. 345, Certified
Shorthand Reporter, certify:

That the foregoing proceedings were taken
before me at the time and place therein set forth, at
which time the witness was put under oath;

That the testimony and all objections made were
recorded stenographically by me and transcribed by me or
under my direction;

That the foregoing is a true and correct record
of all testimony given, to the best of my ability;

I further certify that I am not a relative or
employee of any attorney or party, nor am I financially
interested in the action.

IN WITNESS WHEREOF, I set my hand and seal this
17th day of August, 2021.



COLLEEN P. DOHERTY, CSR 345

Notary Public

P.O. Box 2636

Boise, Idaho 83701-2636

My commission expires September 7, 2023.

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