



Oryx Energy Company  
13155 Noel Road  
Dallas TX 75240-5067  
PO Box 2880  
Dallas TX 75221-2880  
214 715 4000

Lou Ann Phillips  
(214) 715-8621

September 30, 1993

Benson-Montin-Greer Drilling Corporation  
221 Petroleum Building  
501 Airport Drive  
Farmington, NM 87401

RECEIVED  
OCT 04 1993  
OIL CON. DIV.  
DIST. 3

Attn: Mr. Al Greer

Re: BP 91409 New Namer #2 Well  
Section 1: SE/4, T24N, R2W NMPM  
Rio Arriba County, New Mexico

Dear Mr. Greer:

Per inquiry from Fran Perrin with Nassau Resources, Inc., as to the ownership of the above referenced property, our records indicate Sun Operating Limited Partnership conveyed this acreage to Benson-Montin-Greer Drilling Corporation effective as of December 1, 1991, and dated December 6, 1991, under our Bid Package No. 91409.

I am enclosing a copy of our Assignment to you. This land is described on Page 38 and Page 39 of Exhibit "A". I am also enclosing copies of the letters from Nassau for reference.

Please respond to the NMOCD request. I believe Fran Perrin with Nassau has been in contact with the NMOCD and may be able to update you on their demands.

Thank you for your attention to this matter.

Yours truly,

Lou Ann Phillips  
Title Analyst

LAP:mf  
Enclosure

cc: Dorothy Jacquez, NMOCD, 1000 Rio Brazos Rd., Aztec, NM 87410  
Diane K. Giannone, Floyd Oil Company, 711 Louisiana #1740, Houston, TX 77002  
James Joda, Nassau Resources, Inc., 650 S. Cherry St., #1225, Denver, CO 80222  
Fran Perrin, Nassau Resources, Inc., P.O. Box 809, Farmington, NM 87499-0809

F. Loc. 790/S; 1120/E Elev. 7321 GL Spd 10-17-81 Comp. ID PB  
Casing S. 7 @ 134 W 65 Sx Int. @ W Sx. Pr. 442 @ 244 W 175 Sx. 1 14 @ 2359  
Csg. Perf. 2351-2375 Prod. Stim. I  
R  
A  
N  
S

BO/D		Hrs.		PSI After		Days GOR		Groov.		1st Del.			
MCF/D Alter		SICP		Well Log		GOR		TEST DATA		1st Del.			
TOPS		NID		Plat		Schd.		PC		Q		PW	
Kirkland		C-103		X		Electric Log		X					
Fruitland		C-104											
Pictured Cliffs				C-122									
Cliff House		Dirr		Dirr									
Menefee		Dirr		Dirr									
Point Lookout				Doc									
Moncos													
Gallup													
San Jose													
Greenhorn													
Dobbs													
Morrison													
Entrada													

Nacimiento Co. RA S 1 r 24N R 2W U Poor, Jerome P. McHugh Geo. New Name No. 2

8-3-93  
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Lined - all Mch. 10.00  
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this is not me 9 then.

All in contact with the ground  
except the  
to the 1000

# NASSAU

Nassau Resources, Inc.  
P. O. Box 809  
Farmington, NM 87499-0809  
(505) 326-7793 Fax: (505) 327-0859

September 14, 1993

Lou Anne Phillips, Lease Dept. 1 214 715-8621  
Oryx Energy Co.  
P O Box 2880  
Dallas, Texas 75221-2880

RE: Change of Operator - New Namer #2 Well  
Section 1: SE/4, T24N, R2W, NMPM  
Rio Arriba County, New Mexico

Dear Ms. Phillips:

Pursuant to our telephone conversation this date, the New Mexico Oil Conservation Division (NMOCD) has contacted McHugh/Nassau Resources, Inc. as the former owner of the subject well to request a change of operator. Our records indicate that this well was sold to Sun Exploration and Production Co. in May 1987 and may have been subsequently transferred to Oryx Energy.

The attached Assignment of Oil and Gas Interests and Bill of Sale of Personal Property, including Exhibit "A" detailing specific properties, indicates that Sun Exploration acquired all wells on the listed properties. Also attached is a copy of our letter to the NMOCD which gives additional information from our files.

Although I understand that Oryx has sold all properties in Rio Arriba County, Diane Giannone of Floyd Oil and Al Greer of Benson-Montin-Greer have both checked their records; this well and this acreage were not transferred to either of them.

Please respond to the NMOCD request and send us a copy of any documents filed with them. Thank you for your prompt attention to this matter.

Sincerely,

*Fran Perrin*  
Fran Perrin  
Regulatory Liaison

Attachments

**RECEIVED**

SEP 16 1993

**OIL CON. DIV**  
**DIST. 3**

xc: ✓ Dorothy Jacquez, NMOCD, 1000 Rio Brazos Rd., Aztec, NM 87410  
Diane K. Giannone, Floyd Oil Co., 711 Louisiana #1740,  
Houston, TX 77002  
Al Greer, Benson-Montin-Greer Drilling Corp., 221 Petroleum  
Building, 501 Airport Drive, Farmington, NM 87401  
James Joda, Nassau Resources, Inc., 650 S. Cherry St. #1225,  
Denver, CO 80222

# NASSAU

P. O. Box 809  
Farmington, NM 87499-0809  
(505) 326-7793 Fax: (505) 327-0859

July 23, 1993

New Mexico Oil Conservation Division  
Attn: Dorothy  
1000 Rio Brazos Rd.  
Aztec, NM 87410

**RECEIVED**  
JUL 26 1993  
OIL CON. DIV.  
DIST. 3

RE: Change of Operator - New Namer #2

Dear Dorothy:

In response to your question about ownership of New Namer #2, located in the SE of Sec. 1, T24N, R2W, on fee leases drilled by McHugh in 1981, our records indicate that all leases in that quarter section were sold to Sun Exploration and Production Co. in May 1987. McHugh does own small royalty interest, but does not own any working interest. It is our understanding that Sun Exploration subsequently transferred interests to Oryx Energy.

Benson-Montin-Greer acquired some Oryx leases in the Lindrith area, so we checked with Al Greer to see if the New Namer #2 was among those transferred. It was NOT.

Therefore, to the best of our knowledge, this well is owned by either Sun or Oryx,

Please let us know if anything further must be done to update OCD records.

Thank you,

*Fran*

Fran Perrin  
Regulatory Liaison

9-3-93

Attn: Fran

In reference to this letter, concerning this well, you need to contact Sun or Oryx for an operator change.

Thanks, Dorothy

Jerome P. McHugh  
Farmington, N.M.

SEP 7 1993

**RECEIVED**

SUN EXPLORATION AND PRODUCTION COMPANY

ATTN: DONNA FEUCHTER/C & LA  
P.O. BOX 2880  
DALLAS, TX 75221-2880

**ORIGINAL PAPERS**  
ASSIGNMENT OF OIL AND GAS INTERESTS

AND

BILL OF SALE OF PERSONAL PROPERTY

DC-19705

JEROME P. MCHUGH, NASSAU RESOURCES, INC., a Colorado corporation, KINDERMACH PARTNERS, a Colorado general partnership, and 311 LTD., a Colorado limited partnership (hereinafter collectively called "Assignors"), each with an address of 650 South Cherry, Suite 1225, Denver, Colorado 80222, for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto SUN OPERATING LIMITED PARTNERSHIP, a Delaware limited partnership (hereinafter called "Assignee"), P.O. Box 2880, Dallas, Texas 75221-2880, its successors and assigns, the following, subject to the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, hereinafter set forth (the "Interests"):

- 1A. All of Assignors' right, title and interest in and to all the oil and gas leases and oil, gas and mineral leases (with all amendments, ratifications, extensions, and renewals thereof); which are described in Exhibit "A" attached hereto and hereby made a part hereof (collectively, the "Leases");
- 1B. All of Assignors' right, title and interest in, to and under or derived from all presently existing unitization, communitization and pooling agreements and units formed under or pursuant to orders, regulations, rules or other official acts of any government body or agency which cover or relate to any of the Leases or to the production of oil, gas and other hydrocarbons from or attributable to the Leases;

- 1C. All of Assignors' right, title and interest in, to and under or derived from all of the presently existing operating agreements, oil, casinghead gas and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and instruments, which relate to the Leases or to the production of oil, gas and other hydrocarbons from or attributable to the Leases;
- 1D. All of Assignors' right, title and interest in all wells located on and all production accruing from the Leases after the Effective Time (as defined below); and all equipment and personal property located underground and buildings and structures used in connection with operating the Leases and located on the lands described in Exhibit A or on lands communitized therewith and owned by Assignors; and
- 1E. All of Assignors' right, title and interest in, to and under the easements, surface rights, rights-of-way, permits, including well permits, licenses, hereditaments, and appurtenances relating to the Leases.

EXCEPTING AND RESERVING to Assignors, their respective heirs, personal representatives, successors and assigns, (a) all mineral fee and landowner royalty interests owned by Assignors in the land covered by the Leases and all other lands, and (b) all interests of Assignors under the Leases or otherwise in depths from the surface down to 100 feet below the base of the Pictured Cliffs formation in the S/2N/2 and N/2S/2 of Section 17, T. 24 N., R. 2 W., 6th P.M.; together with the right of ingress and egress to and from such excepted and reserved interests and all equipment, property and rights under the instruments, agreements and interests described in paragraph 1 above insofar as the same relate to such excepted and reserved interests.

To have and to hold all and singular the leases, lands, properties, rights and interests hereby granted, bargained, sold, conveyed, assigned, transferred, set over and delivered or intended so to be, unto Assignee, its successors and assigns, forever; provided however, Assignors make no warranties or representations as to title to the Interests or any other matter except to the limited extent expressly set forth in the succeeding paragraph.

To induce Assignee to pay the consideration for this instrument, Assignors represent and warrant to Assignee, its successors and assigns (which representations and warranties shall survive the execution and delivery of this instrument) as of the date of this instrument that the Interests are free and clear of all liens, charges and encumbrances (including but not limited to any federal or state refund obligations) arising by, through or under Assignors, but not otherwise, other than operating agreements, product purchase agreements and pooling, communitization and unitization agreements and other agreements and instruments common in the industry. Assignors hereby assume all liabilities and obligations relating to the Interests arising or accruing before the Effective Time; provided however, such assumption shall not cover any matter waived by Assignee, any matter for which a purchase price adjustment is or has been made or any matter otherwise provided for pursuant to those certain letter agreements dated April 1, 1987 and May 6, 1987 between Jerome P. McHugh and Sun Exploration and Production Company relating to the purchase and sale of the Interests. Assignee hereby assumes all liabilities and obligations relating to the Interests arising or accruing after the Effective Time, including without limitation, all liabilities relating to plugging, abandonment or restoration. ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE AS TO THE PERSONAL PROPERTY AND FIXTURES

BEING SOLD HEREUNDER (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

This instrument shall be effective for all purposes as of April 1, 1987, at 7:00 a.m., Mountain Standard Time (the "Effective Time").

The references herein to liens, encumbrances, burdens and other matters are for the purpose of defining the nature and extent of Assignors' limited warranty and shall not be deemed to ratify or create any rights in third parties.

Unless provided otherwise, all recording references in Exhibit A are to the official real property records of Rio Arriba County, New Mexico.

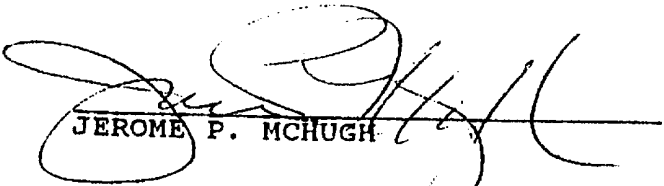
Separate assignments of the Federal leases included in the Interests may be executed on officially approved forms by Assignors to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions and reservations set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed hereby.

This instrument may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

IN WITNESS WHEREOF, Assignors have caused this instrument to be duly executed on the date indicated in the acknowledgments hereof, to be effective for all purposes as of the Effective Time.



## ASSIGNORS:

  
JEROME P. MCHUGH

NASSAU RESOURCES, INC.

By: Jerome P. McHugh  
President

KINDERMAC PARTNERS

By: Jerome P. McHugh  
Attorney-in-Fact

311 LTD.


By: Nassau Resources, Inc.  
General PartnerBy: Jerome P. McHugh  
President

## ASSIGNEE:

SUN OPERATING LIMITED PARTNERSHIP

By: Sun Exploration and  
Production Company  
General PartnerBy: G. David Neal  
Attorney-in-FactWaiver of Community Property Rights

Anabel C. McHugh hereby waives whatever community property rights, if any, she may have in the interests of her husband, Jerome P. McHugh, conveyed by this instrument. By giving this waiver she does not join in or ratify any representations or warranties made in this instrument.

  
ANABEL C. MCHUGH

STATE OF COLORADO

City and County of Denver

) ss.

The foregoing instrument was acknowledged before me  
this 13th day of May, 1987 by Jerome P. McHugh.

Witness my hand and official seal.

Rebecca M. Mello  
Notary Public

My Commission Expires:

My Commission Expires Oct. 3, 1987

STATE OF COLORADO

City and County of Denver

) ss.

The foregoing instrument was acknowledged before me  
this 13th day of May, 1987 by Jerome P. McHugh, President of  
Nassau Resources, Inc., a Colorado corporation on behalf of  
the corporation.

Witness my hand and official seal.

Rebecca M. Mello  
Notary Public

My Commission Expires:

My Commission Expires Oct. 3, 1987

STATE OF COLORADO

City and County of Denver

) ss.

The foregoing instrument was acknowledged before me  
this 13th day of May, 1987 by Jerome P. McHugh, Attorney-in-  
Fact for Kindermac Partners, a Colorado general partnership.

Witness my hand and official seal.

Rebecca M. Mello  
Notary Public

My Commission Expires:

My Commission Expires Oct. 3, 1987

STATE OF COLORADO

City and County of Denver

) ss.

The foregoing instrument was acknowledged before me  
this 13th day of May, 1987 by Jerome P. McHugh, President of  
Nassau Resources, Inc., the general partner of 311 LTD.

Witness my hand and official seal.

Rebecca M. Mello  
Notary Public

My Commission Expires:

My Commission Expires Oct. 3, 1987

STATE OF COLORADO

City and County of Denver

) ss.

The foregoing instrument was acknowledged before me  
this 13th day of May, 1987 by Anabel C. McHugh.

Witness my hand and official seal.

Rebecca M. McHugh  
Notary Public

My Commission Expires:

My Commission Expires Oct. 3, 1987

STATE OF TEXAS

County of Dallas

) ss.

The foregoing instrument was acknowledged before me  
this 13 day of May, 1987 by G. David Neal, Attorney-in-  
Fact for Sun Exploration and Production Company, the general  
partner of Sun Operating Limited Partnership.

Witness my hand and official seal.

Nola DeLoach  
Notary Public

My Commission Expires:

5-14-89

NOLA DeLOACH

Notary Public

My Commission Expires

5-14-89

EXHIBIT "A"

ASSIGNMENT OF OIL AND GAS INTERESTS

And

GAVILAN FIELD

RIO ARriba COUNTY, NEW MEXICO

BILL OF SALE OF PERSONAL PROPERTY

Between

JEROME P. MCHUGH; NASSAU RESOURCES, INC.;

KINDERMAC PARTNERS AND 311, LTD.

And

SUN OPERATING LIMITED PARTNERSHIP

Effective 7:00 A.M., April 1, 1987

Lessor

U.S.A.  
NM-28705

Lessee

Palmer Oil & Gas Co.

Date

11/1/76

Recorded

Book

-Page

Not Recorded

Description

T26N-R2W

Section 4: Lots 1, 2; S/2 NE/4

Only insofar as said lease covers the above described land from the surface to a depth of 8,315' save and except the Mesa Verde Formation as found between the subsurface depths of 5,948' and 6,134' in the Davis #1 well.

Section 4: SE/4

Only insofar as said lease covers the above described land as to rights from the surface to a subsurface depth of 8,315'.

Lessor	Lessee	Date	Recorded		Description
			Book	Page	
Roger Julius Palmer Abbott, Jr. and Carolyn Jean Abbott, husband and wife	Kenai Oil and Gas, Inc. and Marmik Oil Company	5/3/79	87(0G)	419	T24N-R2W Section 1: Lot 1; SE/4 NE/4 S/2 SW/4; SE/4
Clyde Marion Palmer	Kenai Oil and Gas, Inc. and Marmik Oil Company	5/4/79	87(0G)	383	T24N-R2W Section 1: Lot 1; SE/4 NE/4 S/2 SW/4; SE/4
Arctic J. Abbott, Ind. and Attorney-In-Fact for Roger Julius Palmer Abbott	Kenai Oil and Gas, Inc. and Marmik Oil Company	12/5/79	88(0G)	771	T24N-R2W Section 1: Lot 1; SE/4 NE/4 S/2 SW/4; SE/4 Only insofar as said lease the rights from the surface base of Dakota Formation.
Thomas F. McKenna and Jane E. McKenna, husband and wife	Kenai Oil and Gas, Inc. and Jerome P. McHugh	1/27/81	92(0G)	460	T24N-R2W Section 1: Lot 1; SE/4 NE/4; S/2 SW/4; SE/4
Henry J. Guthmann	Kenai Oil and Gas, Inc. and Jerome P. McHugh	1/27/81	92(0G)	560	T24N-R2W Section 1: Lot 1; SE/4 NE/4; S/2 SW/4; SE/4
Henry J. Guthmann	Kenai Oil and Gas, Inc. and Jerome P. McHugh	2/26/81	92(0G)	643	T24N-R2W Section 1: Lot 1; SE/4 NE/4; S/2 SW/4; SE/4
Joseph A. Sommer	Kenai Oil and Gas, Inc. and Jerome P. McHugh	1/27/81	92(0G)	462	T24N-R2W Section 1: Lot 1; SE/4 NE/4; S/2 SW/4; SE/4
Jerome P. McHugh	Kindermac Partners	3/20/86	111(0G)	306	T24N-R2W Section 1: Lot 1; SE/4 NE/4; S/2 SW/4; SE/4

Lessor

Robert W. Miller

Robert L. Miller and  
Patricia B. Miller,  
husband and wife

Lessee

Jerome P. McHugh

Jerome P. McHugh

Date

4/1/80

4/1/80

Recorded

Book

89(06)

89(06)

Page

607

609

Description

T24N-R2W

Section 17: S/2 N/2; N/2 S/2  
Less and except the rights from  
the surface to 100 feet below  
the base of the Pictured  
Cliffs Formation

T24N-R2W

Section 17: S/2 N/2; N/2 S/2  
Less and except the rights from  
the surface to 100 feet below  
the base of the Pictured  
Cliffs Formation

54964  
FILED IN THE COUNTY,  
CLERK'S OFFICE

AT 9:30 O'CLOCK A.M.  
Book 118 Page 4367

JUL 8 1987

JOSE E. ATENCIO  
County Clerk Rio Arriba County  
New Mexico  
By *Phyllis M. Chavez*