

UNITED STATES DEPARTMENT OF THE INTERIOR MAIN OFFICE GEOLOGICAL SURVEY

P. O. Box 6721

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IN REPLY REFER TO:

1981 JAN 25 AM (Rogigli, New Healco

January 24, 1961

Richardson and Baes Fort Worth National Bank Building Fort Worth, Texas

Attention: Hr. Howard W. Jennings

Gentleman:

Your application of Novamber 8, 1960, for the first revision of the Delaware (Bell Canyon formation, Delaware Mountain Group) participating area for the Fokor Lake unit agreement, Eddy County, New Marico, was approved January 11, 1951, by the Acting Director of the Geological Survey, effective as of June 1, 1960.

Enclosed in one copy of the approved application. It is assumed that you will furnish the State of New Mexico and any other interested party with appropriate evidence of this approval.

Herry cruly years.

EDUIN M. TECHASSON Acting Regional Oil and Gas Supervisor

copy to: Washington (ltr. only)

Artesia (w/cy of approved appln.) BLM, Santa Fa (w/cy of approved appln.) Com. of Pub. Lands, Santa Fe (ltr. only) MMOCC, Santa Fe (ltr only)



March 28, 1961

In reply refer to: Unit Division

Mr. Howard W. Jennings Richardson & Bass Fort Worth National Bank Building Fort Worth, Texas

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Change of Operator, Poker Lake Unit, Lea and Eddy Counties, New Mexico

Case # 366

Dear Mr. Jennings:

This office has received an application dated March 10, 1961, by which Richardson & Bass, present operator of the Poker Lake Unit, resigns as Poker Lake Unit Operator. This same application designated Perry R. Bass as successor unit operator and by this instrument Perry R. Bass accepts all the obligations of unit operator, under and pursuant to all the terms of the Poker Lake Unit.

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Therefore, the Commissioner of Public Lands approves as of March 28, 1961, this application for change of unit operator.

We are forwarding five approved copies to the Director of the U S Geological Survey in Roswell, New Mexico.

Mr. Howard W. Jennings March 28, 1961

At such time as this application is fully approved. please furnish us mother copy stating the effective

Yours very truly,

E. S. JOHNNY WALKER Commissioner of Public Lands

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Ted Bilberry. Supervisor Oil and Gas Division

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cc; Oil Conservation Commission Box 871 Santa Fe, New Mexico

> U S Geological Survey Roswell, New Mexico



UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY WASHINGTON 25, D. C.

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IN REPLY REFER TO:

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Mr. Perry R. Bass Fort Worth National Bank Building Fort Worth, Texas

Dear Mr. Bass:

On April 10, 1961, Arthur A. Baker, Acting Director of the Geological Survey, approved the indenture whereby you became the new unit operator under the <u>Big Eddy unit</u> agreement, Lea and Eddy Counties, New Mexico, No. 14-08-001-326.

Enclosed is one copy of the approved indenture for your records. It is requested that you furnish the State of New Mexico and any other interested principal with whatever evidence of this approval is deemed appropriate.

Sincerely yours,

For the Director

Enclosure

RNATION DALLE RECEIVED 1961 5 APR GICAL SUN

CHANGE IN UNIT OPERATOR BIG EDDY UNIT AREA COUNTIES OF LEA AND EDDY, STATE OF NEW MEXICO B-BEC. NO. 14-008-001-326

This indenture, dated as of the 10th day of March, 1951, by and between Richardson & Bass, hereinafter designated as "First Party," and Perry R. Bass, hippinafter designated as "Second Party."

WITNESSETH:

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WHEREAS under the provisions of the act of February 25, 1928, 41 Stat. WHEREAS under the provisions of the act of February 25, 1928, 41 Stat. We use U. S. C. secs. 181, et seq., as amended by the act of August 8, 1946, We use a state of the Secretary of the Interior, on the 1st day of October, 1952, approved a unit agreement for the Big Eddy Unit Area, wherein the First Party is designated as Unit Operator; and

WHEREAS the First Party desires to transfer, assign, release, and quitclaim, and the Second Party desires to assume all the rights, duties, and obligations of Unit Operator under the unit agreement; and

WHEREAS for sufficient and valuable consideration, the receipt whereof is hereby acknowledged, the First Party has transferred, conveyed, and assigned all its rights under certain operating agreements involving lands within the area set forth in said unit agreement unto the Second Party:

NOW, THEREFORE, in consideration of the premises hereinbefore set forth, the First Party does hereby transfer, as sign, release, and quitolaim unto Second Party all of First Party's rights, duties, and obligation as Unit Operator under said unit agreement; and

Second Party hereby accepts this assignment and hereby covenants and agrees to fulfill the duties and assume the obligations of Unit Operator under and pursuant to all the terms of said unit agreement to the full extent set forth in this assignment, effective upon approval of this indenture by the Director of the United States Geological Survey; said unit agreement being hereby incorporated herein by reference and made a part hereof as fully and effectively as though said unit agreement were expressly set forth in this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date hereinabove set forth.

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FIRST PARTY:

RICHARDSON & BASS

SECOND PARTY:

MAR 2 9 1961

I hereby approve the foregoing indenture designating Perry R. Bass as Unit for under the Unit Agreement for the Big Eddy Unit Area, this 10^{tt} day of 30^{tt} , 1961.

Director Acting

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United States Geological Survey

I hereby approve the foregoing indenture designating Perry R. Bass as Unit tor under the Unit Agreement for the Big Eddy Unit Area, this $28 t_{\rm c}$ day of March. 1961.



Compissioner pr Public Lands

NOTICE OF EXISTENCE OF UNIT AGREEMENT FOR THE OPERATION AND DEVELOPMENT OF THE POKER LAKE UNIT AREA EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

TO WHOM IT MAY CONCERN:

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NOTICE IS HEREBY GIVEN that an agreement was entered into on the 18th day of March, 1952, for the operation and development of the Poker Lake Unit Area embracing the following described lands situated in Eddy County, New Mexico, to-wit:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

<u>T.</u>	23 S., R. 30 E. Bec. 31: $E \ge SW +, SE +$ Becs. 32 and 33: All Sec. 34: $W \ge W \ge W \ge$	
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<u>T.</u>	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	
<u>T.</u>	<u>24 S., R. 31 E.</u> Secs. 19,20,21,22,27,28,29,30,31,32,33: Al Sec. 34: W 2	.1
<u>T.</u>	$\begin{array}{rrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrr$	11
<u>T.</u>	$\begin{array}{rrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrr$	
<u>T.</u>	26 S., R. 30 E. Secs. 1,2,3; All Sec. 4: NEt Sec. 10: N 2 Sec. 11: N 2 Sec. 12: N 2	

<u>T. 26 S., R. 31 E.</u> Sec. 3: W NW Secs. 4,5,6: All

containing 68,990.83 acres, more or less.

NOTICE IS HEREBY FURTHER GIVEN that said unit agreement designates Richardson & Bass, a co-partnership of Fort Worth, Texas, as the Operator of said unit area and that the same has been approved by the New Mexico Oil Conservation Commission, the Commissioner of Public Lands of the State of New Mexico and by the Director of the United States Geological Survey, and was effective on July 16, 1952 and will terminate five years from said date unless such expiration date is extended or said unit agreement is sooner terminated as provided by the terms thereof, or unless oil or gas in paying quantities is discovered on some part of the unit area within said time, in which event said agreement will continue so long as oil or gas in paying quantities can be produced from said unit area.

NOTICE IS HEREBY FURTHER GIVEN that copies of said unit agreement are on file in the offices of the New Mexico Oil Conservation Commission and the Commissioner of Public Lands at Santa Fe, New Mexico, and in the office of the Supervisor of the United States Geological Survey at Roswell, New Mexico, reference to which may be had for all of the terms and conditions of said unit agreement.

NOTICE IS HEREBY FURTHER GIVEN that a unit operating agreement was also entered into by and between the working interest owners who have committed oil and gas leases and other mineral interests to said unit agreement for the purpose of apportioning among them the costs and expenses of operation and development of said unit area and providing the manner in which the working interest owners are entitled to receive their respective and proportionate allocated shares of the oil and gas which may be produced, saved and marketed from said unit area. A copy of said unit operating agreement is on file in the office of the Supervisor of the United States Geological Survey at Roswell, New Mexico, to which reference

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may be had for all of the terms and conditions of said unit operating agreement.

This instrument is filed for the purpose of giving notice to all parties dealing with any of the lands committed to said unit agreement of the existence of said instruments and the contents thereof.

IN WITNESS WHEREOF, this notice is given this the __, 1954. day of

RICHARDSON & BASS

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STATE OF TEXAS 88 COUNTY OF TARRANT)

My Commission Expires:

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On this the <u>17th</u> day of <u>Junuar</u>, 1954, before me personally appeared Perry R. Bass, to me personally known to be a member of the partnership of Richardson & Bass and the person des-cribed in and who executed the above and foregoing instrument on behalf of said partnership and acknowledged that he executed the same as his free act and deed and as the free act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

Notary

MARGUERITE WRIGHT, NOTARY PUBLIC, TARRANT GO., TEXAS

MATH OF NEW MEXICO, County of Eddy	
was filed for record on the day of February, 195K, at 8 30	
and daty reverded in Book 59, page 510 of the Records of Che & G	as_
mrs. R.a. Wilcoy	County Clash
Ethol: B Wilson	