

Jones, William V., EMNRD

From: Ocean Munds-Dry [Omundsdry@hollandhart.com]
Sent: Tuesday, January 15, 2008 11:07 AM
To: Jones, William V., EMNRD; Brooks, David K., EMNRD
Subject: FW: Pooling Declaration and Agreement for Langley Greer 3H - John H. Hendrix
Attachments: Pooling Declaration and Agreement for Langley Greer 3H - John H. Hendrix.PDF

Will and David:

Re: Case No. 14027 - Please see below.

Thanks,
Ocean

From: Ed Birdshead [mailto:ed.birdshead@chk.com]
Sent: Monday, January 14, 2008 12:15 PM
To: Ocean Munds-Dry
Cc: Frances Jowers
Subject: FW: Pooling Declaration and Agreement for Langley Greer 3H - John H. Hendrix

Ocean, here is John Hendrix Corporation signed pooling agreement. I think the examiner at the hearing wanted to see how this turned out since they might be claiming to have a working interest. Let me know if you have any questions.

Thanks,

Ed Birdshead
405-879-8409 (Office)
405-496-5874 (Mobile)
405-879-1450 fax

From: Frances Jowers
Sent: Monday, January 14, 2008 12:04 PM
To: Ed Birdshead
Subject: Pooling Declaration and Agreement for Langley Greer 3H - John H. Hendrix

<<Pooling Declaration and Agreement for Langley Greer 3H - John H. Hendrix.PDF>>

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1/15/2008

P.O. Box
Midland, Texas 79710-0335
(432) 687-1253 Home Office
(432) 687-1840 FAX
(432) 631-9644 Mobile

CAROLYN M. SEBASTIAN

Fax

To: Ed Birdshead	From: Carolyn M. Sebastian
Fax: 405-879-1450	Pages: 3, including cover
Phone: 405-879-8409	Date: 01/14/08
Re: Langley Greer 3H	CC: Ocean Munds-Day 505-983-6043

Message

Attached please find fully executed notarized Pooling Declaration and Agreement dated November 27, 2007 pertaining to the captioned matter. The original will be mailed to you further handling. Please furnish a recorded copy of same to the undersigned upon availability.

Thanks,

Carolyn

PLEASE CALL (432) 687-1253 or (432) 631-9644 IF TRANSMISSION IS INCOMPLETE OR ILLEGIBLE.

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Cris

POOLING DECLARATION AND AGREEMENT

THIS AGREEMENT, made and entered into as of November 27, 2007, by and between Chesapeake Exploration L.L.C., hereinafter referred to as "Operator" and the undersigned Lessors, hereinafter designated "Mineral Owners",

WITNESSETH:

WHEREAS, Operator and the undersigned parties are the owners of the following described oil and gas leases to wit:

1. Oil and Gas Lease dated May 26, 1926, from Annie L. and B. A. Christmas, as lessor, to Wesley McCallister, as lessee, recorded Lea County, New Mexico, in Book 4 at page 163, covering a 160 acre tract in NE4, Section 21, Township 22S, Range 36E, N.M.P.M., and other lands;
2. Oil and Gas Lease dated April 9, 1927, from Henry D. Greer, as lessor, to F.E. Vosberg, as lessee, recorded Lea County, New Mexico, in Book 4 at page 628, covering a 160 acre tract in NW4, Section 21, Township 22S, Range 36E, N.M.P.M., and other lands;

WHEREAS, the N2 of Section 21 in Township 22S, Range 36E, N.M.P.M. has been included within a 320 acre drilling unit as established by the Langley Devonian Gas Pool, Langley Ellenburger Gas Pool and McKee Gas Pool and N.M.S.A. § 70-2-18 (2007) authorizes the voluntary pooling of separately owned tracts in all or part of a spacing unit;

WHEREAS, Operator, for itself and other owners of the oil and gas leases covering the lands in all the N2 of Section 21 above-described, desire to pool the above-described leases and lands as said leases and lands covering the N2 of said Section 21, hereinafter referred to as "pooled area";

WHEREAS, certain of the leases above-described lack pooling clauses and the Lessors or Mineral Owners thereof desire to pool voluntarily their interests in said land and leases as such cover the N2 of said Section 21.

NOW THEREFORE, Operator does hereby pool and communitize the N2 of Section 21, Township 22S, Range 36E, N.M.P.M., Lea County, New Mexico, into one pooled and communitized area as provided for in the oil and gas leases above set forth; and

The undersigned Mineral Owners, for valuable consideration, receipt of which is hereby acknowledged, do hereby consent to such pooling and do hereby pool and communitize their interests in the N2 of said Section 21 into one pooled and communitized area; and

Each undersigned Mineral Owner agrees that:

3. All operations conducted upon the pooled area for development or production of gas shall be considered for all purposes, except payment of royalty, to be operations upon each tract comprising the pooled area under the terms of the above-mentioned lease or leases covering such tract. Operator shall have the right to conduct all such operations as if the pooled area were covered by a single oil and gas lease;
4. All gas produced from the pooled area shall be allocated to the tracts comprising the pooled area in the proportion that the acreage contained in each tract bears to the acreage contained in the entire pooled area. The share of production so allocated to each tract shall be considered for all purposes, including payment of royalty, to have been produced from such tract under the terms of the above-mentioned lease or leases covering such;
5. There shall be no obligation on the Operator to offset any well or wells completed in the same formation on separate component tracts into which the pooled area is now or may hereafter be divided, nor shall the Operator be required to measure separately the pooled gas by reason of the diverse ownership thereof, but the Operator shall not be released from their obligation to protect said pooled area from drainage of pooled gas by a well or wells which may be drilled off-setting said area; and

This Agreement may be executed in counterpart with the same effect as execution of a single instrument and shall be binding upon the executory parties and all persons claiming under them as covenants running with the described land; and

This Agreement shall become effective as to each party as of the date this instrument or a counterpart thereof is signed, and shall continue in force and effect as long thereafter as the above-described leases remain in force and effect as to the tracts comprising the pooled area.

IN WITNESS WHEREOF, this instrument is executed as of the date first hereinabove written.

Chesapeake Exploration, L.L.C

By: Henry J. Hood, Senior Vice President - Land and Legal & General Counsel

JOHN H. HENDRIX CORPORATION

By: Ronnie H. Westbrook, Vice President

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this ___ day of ___ 2007, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

Notary Public
My Commission Expires:
Commission Number:

By:

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 9th day of January 2008, by Ronnie H. Westbrook, Vice President of John H. Hendrix Corporation, a Texas corporation, on behalf of said corporation.



Anita J. Henderson
Notary Public - State of Texas
My Commission Expires 9/10/08
Printed Name: Anita J Henderson

Individual Acknowledgement

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on this ___ day of ___ 2007, by _____

Name(s) of Person(s)

Notary Public

My Commission Expires:
Commission Number: