

Further, any interested party could also determine what lands were included in the pooled unit by checking the records of the OCD.

V.

CONCLUSION

In the matter before this Court, it is undisputed that TMBR/Sharp and the other working interest owners did “that thing” which saved the Original Stokes Leases from expiration. More specifically, the Original Stokes Leases are in full force and effect because TMBR/Sharp drilled upon lands properly pooled with the acreage covered by the Original Stokes Leases before expiration of the primary term as provided for in Paragraph 5 of the Original Stokes Leases. Further, TMBR/Sharp satisfied the requirements of the Original Stokes Leases by filing a written unit designation in the county in which the acreage subject to the Original Stokes Leases was located prior to drilling the Well. The filing requirement of Paragraph 5 is also, independently, satisfied in that TMBR/Sharp filed a written unit designation in the Records of Lea County after the well was completed. Therefore, as a matter of law, the Original Stokes Leases have been properly pooled and production thereon perpetuates the Leases into the secondary term.

VI.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Claimant TMBR/Sharp, Inc. respectfully requests the Court enter partial summary judgment awarding TMBR/Sharp the following relief:

- a. A declaration that TMBR/Sharp’s written unit designation filed in Lea County with the Oil Conservation Division of the State of New Mexico on November 17, 2000, satisfied the obligations of Paragraph 5 of the