

rights under the express lease terms. *See supra Footnote 4.* 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 perpetuated the Original Stokes Leases. 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 is 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 County Clerk’s Records of Lea County, New Mexico after the Well was completed. For these reasons, 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:

**Claimant's Motion for Partial Summary Judgment
Regarding Filing of Unit Designation**

Mid: BSULLIVAN\004370\000021\306985.2

