



Grace Petroleum Corporation
Subsidiary of W. R. Grace & Co.

Broadway Executive Park
6501 North Broadway
Oklahoma City, Oklahoma 73116-8298
Phone (405) 840-6600

November 19, 1985

Arco Oil and Gas Co.
P. O. Box 1610
Midland, Texas 79702
Attention: Douglas W. Johnson

6654
Re: **Matkins #2**
W/2 SE/4 Sec. 15-23S-36E
Wolfson Acquisition Prospect
Lea County, New Mexico

Gentlemen:

Enclosed is a corrected Assignment and Bill of Sale reflecting Atlantic Richfield Company rather than Arco.

Please provide this office with a copy of the recorded document when it becomes available.

Very truly yours,

GRACE PETROLEUM CORPORATION

Tom W. Goodwin
Tom W. Goodwin
Landman

TWG:cmr
Enclosure

cc: Buddy Knight
Gloria Perez w/attachment
Jo Ann Trimm w/attachment

ASSIGNMENT AND BILL OF SALE

STATE OF NEW MEXICO)
)
COUNTY OF LEA)

KNOW ALL MEN BY THESE PRESENTS:

THAT, GRACE PETROLEUM CORPORATION, 6501 North Broadway, Oklahoma City, Oklahoma 73116, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants herein contained, does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY UNTO ATLANTIC RICHFIELD COMPANY, P. O. Box 1610, Midland, Texas 79702, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to that certain wellbore known as the Matkins #2, located in the SW/4 of the SE/4 of Section 15, Township 23 South, Range 36 East, Lea County, New Mexico.

This ASSIGNMENT AND BILL OF SALE is subject to the exceptions, reservations and conditions hereinafter set forth.

1. This ASSIGNMENT AND BILL OF SALE is made by Assignor and accepted by Assignee without representation or warranty of title either express or implied. Assignor warrants that the properties described above are free and clear of all liens or encumbrances made by, through or under Grace Petroleum Corporation.
2. The stock tanks shall be gauged as of 7:00 A. M. on the effective date of the sale and gas produced thereafter shall be the property of the Assignee. Production prior to the effective date of the sale will remain the property of the Assignor only as to Assignor's proportionate interest in the well, and Assignee will be expected to submit payment to Assignor for any merchantable oil in the tanks on the effective date of the sale.
3. The Assignee will file the ASSIGNMENT AND BILL OF SALE for record and furnish Assignor with the recorded document.
4. Assignee agrees to hold Assignor harmless for all claims and demands of the New Mexico Oil Conservation Commission or any other State of New Mexico regulatory body in regard to any matter including sales tax which may become due in connection with the above well.
5. Ad Valorem taxes on the leasehold and Personal Property taxes, if any, assessed and levied during 1985 shall be prorated between Assignor and Assignee based on the effective date hereof and Assignor's proportionate interest in the well.
6. If it becomes necessary to plug and abandon said well, Assignee, as its sole risk and expense, will plug and abandon said well in accordance with all Local, State and Federal rules and regulations and will restore the premises to the condition it was prior to the drilling of said well.
7. As part of the consideration of the execution and delivery of this instrument by Assignor, Assignee agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence this agreement.

Assignment and Bill of Sale
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This ASSIGNMENT AND BILL OF SALE shall be effective for all purposes as of 7:00 A.M. on November 1, 1985.

EXECUTED THIS 19 DAY OF November, 1985.

ASSIGNOR
GRACE PETROLEUM CORPORATION

By:  

ASSIGNEE
ATLANTIC RICHFIELD COMPANY

By: _____