

25599

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LAWRENCE E. DONOHUE, JR.
JOHN ALLEN BERNARD
JOHN G. TORIAN, II
JAMES F. DIAZ
TIMOTHY J. MCNAMARA
EDWARD C. ABELL, JR.
HELEN ONEBANE MENDELL
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MARK L. RILEY
GRAHAM N. SMITH
GORDON T. WHITMAN
KEITH M. BORNE
GARY P. KRAUS
REBECCA F. DOHERTY
RICHARD J. PETRE, JR.

ONEBANE, DONOHUE, BERNARD, TORIAN, DIAZ,

MCNAMARA & ABELL

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May 1, 1989

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PATRICK G. TRACY, JR.
R. THOMAS JORDEN, JR.
STEVEN B. RABALAIS
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SUEAN C. KUTCHER
JAMES M. DILL
WILLIAM KEN HAWKINS
JAMES M. WILKERSON
MILES A. MATI
JENNIFER A. MCDANIEL

*BOARD CERTIFIED TAX ATTORNEY
LL.M. IN TAXATION
REGISTERED PATENT ATTORNEY

HAND-DELIVERED

Mrs. Ruby I. Boehm (LE-3-1)
United States Bureau of Land Management
Minerals Management Service
Gulf of Mexico, OCS Region
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394

RECEIVED

MAY 8 1989

Minerals Management Service
Leasing & Environment

Re: Recordation of Gas Purchase and
Sales Agreement and Amendments Thereto

Dear Mrs. Boehm:

Enclosed herewith are certified copies of the following instruments,
to-wit:

- (1) A Gas Purchase and Sales Agreement by and between Tenneco Oil Company, Seller, and Tennessee Gas Supply Corporation, Buyer, entered into on July 22, 1988, and made effective at 5:01 p.m. CDT, June 30, 1988, covering the offshore Gulf of Mexico area.
- (2) A Ratification and Amendment by and between TOC-Gulf of Mexico, Inc., and TOC-Gulf Coast, Inc., Seller, and Tenneco Gas Supply Corporation, Buyer, entered into on September 8, 1988, and effective September 1, 1988, being a ratification and amendment to that Gas Purchase and Sales Agreement referred under "(1)" above.
- (3) A Second Amendment by and between TOC-Gulf of Mexico, Inc., and TOC-Gulf Coast, Inc., Seller, and Tenneco Gas Supply Corporation, Buyer, entered into on November 8, 1988, and effective October 31, 1988, being a second amendment to that Gas Purchase and Sales Agreement referred under "(1)" above.

- (4) A Third Amendment by and between TOC-Gulf of Mexico, Inc., Seller, and Tenneco Gas Supply Corporation, buyer, entered into on November 15, 1988, and effective November 1, 1988, being a third amendment to that Gas Purchase and Sales Agreement referred under "(1)" above.

The mineral leases which are committed, dedicated subject to or otherwise affected by the aforesaid Gas Purchase and Sales Agreement and Ratification and Amendments thereto are Federal leases which cover certain lands on the Outer Continental Shelf, offshore Louisiana, Texas, Mississippi and Alabama. The leases and lands are identified as follows:

BLGCK

GCS LEASE NUMBER

CHANDELEUR AREA 28/29 (1)	OCS-G-5740
EAST CAMERON 143	OCS-G-5369
EAST CAMERON 235	OCS-G-5386
EAST CAMERON 236	OCS-G-5387
EUGENE ISLAND 172	OCS-G-5494
EUGENE ISLAND 207	OCS-G-9586
EUGENE ISLAND 216	OCS-G-9587
EUGENE ISLAND 223	OCS-G-9588
EUGENE ISLAND 229	OCS-G-5505
EUGENE ISLAND 244	OCS-G-9589
EUGENE ISLAND 320	OCS-G-8695
GALVESTON ISLAND 4z4	OCS-G-4186
GRAND ISLE 44 (SOUTH HALF)	OCS-G-7786
HIGH ISLAND 128	OCS-G-5009
MAIN PASS 74	OCS-G-8746
MOBILE BAY 863 - SHALLOW	OCS-G-5748
MOBILE BAY 864 - SHALLOW	OCS-G-5064
MOBILE BAY 907 - SHALLOW	OCS-G-7844
MUSTANG ISLAND 769	OCS-G-5989
MUSTANG ISLAND 822	OCS-G-6002
MUSTANG ISLAND 823	OCS-G-6003
MUSTANG ISLAND 834	OCS-G-6006
MUSTANG ISLAND 835	OCS-G-6007
MUSTANG ISLAND 836	OCS-G-6008
MUSTANG ISLAND 845	OCS-G-6009
MUSTANG ISLAND 846	OCS-G-6010
MUSTANG ISLAND 847	OCS-G-6011
MUSTANG ISLAND 849	OCS-G-6012
MUSTANG ISLAND 868	OCS-G-6013
MUSTANG ISLAND 875	OCS-G-6014
MUSTANG ISLAND 876	OCS-G-6015
MUSTANG ISLAND A-22	OCS-G-4536
MUSTANG ISLAND A-30	OCS-G-6021
MUSTANG ISLAND A-31	OCS-G-4537
MUSTANG ISLAND A-34	OCS-G-8545

Mrs. Ruby I. Boehm (LE-3-1)

May 1, 1989

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NORTH PADRE ISLAND 887	OCS-G-5947
NORTH PADRE ISLAND 888	OCS-G-5948
NORTH PADRE ISLAND 894	OCS-G-7134
NORTH PADRE ISLAND 895	OCS-G-7135
NORTH PADRE ISLAND 909	OCS-G-5952
SHIP SHOAL 129	OCS-G-7751
SHIP SHOAL 153	OCS-G-7752
SHIP SHOAL 193	OCS-G-8711
SHIP SHOAL 201	OCS-G-5557
SHIP SHOAL 202	OCS-G-5558
SOUTH MARSH ISLAND 104	OCS-G-7712
SOUTH MARSH ISLAND 117	OCS-G-5465
SOUTH MARSH ISLAND 118	OCS-G-4807
SOUTH MARSH ISLAND 64	OCS-G-8682
SOUTH MARSH ISLAND 65	OCS-G-7702
SOUTH MARSH ISLAND 77	OCS-G-7703
SOUTH PELTO 16	OCS-G-8722
SOUTH TIMBALIER 100	OCS-G-5599
SOUTH TIMBALIER 111	OCS-G-5602
SOUTH TIMBALIER 147	OCS-G-4885
VERMILION 253	OCS-G-5031
VERMILION 95	OCS-G-5408
VERMILION 96	OCS-G-5409
WEST CAMERON 137	OCS-G-8621
WEST CAMERON 200	OCS-G-9403
WEST CAMERON 622	OCS-G-9431
WEST CAMERON 623	OCS-G-9432
WEST CAMERON 91	OCS-G-4387

It has been our experience with your office in the past when dealing with instruments of this length which affect a number of leases that the procedure to be followed is to file the certified copies of the instruments in one lease file, and to file letters in the remaining lease files reflecting the filing and referencing the lease file where the instruments can be found. We therefore request that the aforesaid certified copies of the instruments be recorded in the lease file for Galveston Island 424 - OCS Lease Number OCS-G-4186, and we enclose 62 copies of this letter to be filed in the remaining lease files. The person delivering these instruments will have our firm check for payment of the filing fees. We estimate the cost of filing to be \$1,650.00 (\$25.00 per filing, the four certified copies referred to above, and 62 copies of this letter). We also request that you indicate on the copy of this letter the date, time and place of the above filing.

It is our understanding that one drawback of this procedure is the possibility that the lease file for Galveston Island 424 OCS-G-4186 might at some point be placed in the archives. We don't know under what circumstances that might occur. We would assume that it is possible that Galveston Island 424 OCS-G-4186 could go off production or otherwise

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May 1, 1989

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terminate while the other leases were being maintained. We ask that you make a notation in your files to consult us prior to doing so, so that we may make any necessary arrangements to continue the effect of our filings.

We appreciate your assistance in this matter. If you have any questions or difficulties concerning this filing, please contact us.

With best wishes, I am,

Yours very truly,



Thomas G. Smart

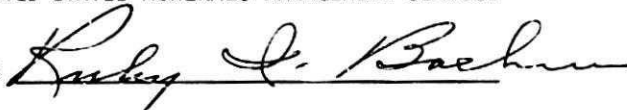
TGS/tah - 0256E

Enclosures

Received the above instruments and filed same in the records of the office of the United States Minerals Management Service, New Orleans, Louisiana, this 8th day of May, 1989, at 10 o'clock A.M.

UNITED STATES MINERALS MANAGEMENT SERVICE

BY:



**Tenneco Oil
Exploration and Production**

A Tenneco Company

P. O. Box 39300
Lafayette, Louisiana 70503-9300
(318)981-7000

25599


Western Gulf Division

January 12, 1988

RECEIVED

JAN 14 1988

U.S. Department of the Interior
Minerals Management Service
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394

Minerals Management Service
Leasing & Environment

Attention: Adjudication Unit

RE: Assignment of Equipment
OCS-G 5962, 6011, 6010, 5285,
5602, 5439, 5409, 5283, 6015,
5599, 5272

Gentlemen:

I have enclosed for your filing an assignment of equipment for the following leases:

North Padre Island 1011, OCS-G-5962
Mustang Island 847, OCS-G-6011
Mustang Island 846, OCS-G-6010
West Cameron 175, OCS-G-5285
South Timbalier 111, OCS-G-5602
Eugene Island 97, OCS-G-5439
Vermilion 96, OCS-G-5409
West Cameron 168, OCS-G-5283
Mustang Island 876, OCS-G-6015
South Timbalier 100, OCS-G-5599
West Cameron 57, OCS-G-5272

Please file these documents in the appropriate lease file for information purposes. I have enclosed Tenneco's Check No. 6227 for \$275.00 to cover the filing fee.

Very truly yours,

TENNECO OIL COMPANY



R. A. Bowie *RA*
Attorney-in-Fact

glh

Enclosures

RECEIVED

JAN 14 1988

Minerals Management Service
Leasing & Environment

OFFSHORE GULF OF MEXICO

ASSIGNMENT (EQUIPMENT)

THIS ASSIGNMENT ("Assignment"), dated effective as of July 1, 1987, at 7:00 A.M., local time ("Effective Time"), is from AMOCO PRODUCTION COMPANY, a Delaware corporation, whose address is P. O. Box 3092, Houston, Texas 77253, with an office at 501 WestLake Park Boulevard, Houston, Texas 77079 (herein called "Assignor"), to TENNECO OIL COMPANY, a Delaware corporation, whose mailing address is P. O. Box 2511, Houston, Texas 77001, with an office at the 1100 Milam Building, Houston, Texas 77001 (herein called "Assignee").

IN EXCHANGE FOR CERTAIN OTHER PERSONAL PROPERTY TRANSFERRED SIMULTANEOUSLY HEREWITH BY ASSIGNEE TO ASSIGNOR, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, conveys, and assigns to Assignee all of Assignor's right, title and interest in and under all lease and well equipment, well heads, tools, pumping units, motors, rods, gauges, valves, chokes, heaters, treaters, tanks, boilers, buildings, fixtures, improvements, installations, tangible personal property, machinery, injection facilities, saltwater disposal facilities, compression facilities and equipment, separators and flow measurement devices, gathering systems, pipelines, pipe, power lines, telephone and telegraph lines (hereinafter referred to as the "Property"), located upon the surface of and under the surface of the lands covered by the oil, gas and mineral leases described on Exhibit "A" attached hereto and made part hereof, and being used or useful in connection with the wells thereon, or in connection with the exploration, production, treating, storing, transportation or marketing of oil, gas and other minerals produced from or allocated to such leases, lands and wells, TO HAVE AND TO HOLD unto Assignee and Assignee's successors in interest, and Assignor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular title to said interest in said property unto the said Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

TO HAVE AND TO HOLD the Property unto Assignee and its successors and assigns forever.

Assignor also hereby grants and transfers to Assignees, its successors and assigns to the extent so transferable, the benefit of and the right to enforce the cover and warranties, if any, which Assignor is entitled to enforce with respect to the Property against Assignor's predecessors in title to the Interests.

Assignee hereby accepts all wells, wellbores, fixtures, equipment and personal property "AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS". Assignor makes no warranty of any kind whatsoever with respect to such wells, wellbores, fixtures, equipment or personal property, including, without limitation, warranties of merchantability or fitness for a particular purpose.

This Assignment is subject to all the terms and conditions of that certain Exchange Agreement between Amoco and Tenneco dated December 10, 1987.

The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignor's general warranty and shall not be deemed to ratify or create any rights in third parties.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED as of December 16, 1987, to be effective for all purposes as of the Effective Time.

AMOCO PRODUCTION COMPANY

By: John W. Phenice
Its Attorney-in-Fact

Approved By: 30

ATTEST:

Laurent B. Webb
Assistant Secretary

TENNECO OIL COMPANY

By: W. W. ...
Its Vice President

THE STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 16th day of December, 1987, by John W. Phenice as Attorney-in-Fact on behalf of AMOCO PRODUCTION COMPANY.

My Commission Expires:
3-21-91

John ...
Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 17th day of December, 1987, by R. ..., Vice President of TENNECO OIL COMPANY, on behalf of said corporation.

My Commission Expires:
9/2/88

Marilyn Nolan
Notary Public in and for the State of Texas
MARILYN NOLAN

Exhibit "A"

That certain Oil and Gas Lease, entered into and effective July 1, 1983, designated OCS-G 5599 executed by the United States of America as Lessor and Tenneco Oil Company and Amoco Production Company as Lessees described as All of Block 100, South Timbalier Area, OCS Leasing Map, Louisiana Map No. 6 containing approximately 5,000 acres.

	<u>Working Interest</u>	<u>Net Revenue Interest</u>
Assignor's Interest Conveyed -	.500000	.416667