

K25605

# Brooklyn Union Exploration Company, Inc.

1331 LAMAR, SUITE 1065  
HOUSTON, TEXAS 77010  
(713) 652-2847

January 21, 1991

Minerals Management Service  
Gulf of Mexico OCS Region  
1201 Elmwood Park Boulevard  
New Orleans, Louisiana 70123-22394

Attention: Mrs. LaNelle Boehm  
LE-3-1

Re: OCS-G 5605  
South Timbalier Block 145  
Federal Offshore Louisiana

Gentlemen:

Enclosed are copies of the following instruments which we request be filed in the appropriate lease file for public notice purposes:

1. Assignment of Overriding Royalty Interest dated January 9, 1991, effective January 2, 1989, from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, OCS-G 5605, South Timbalier Block 145.
2. Assignment of Overriding Royalty Interest dated January 9, 1991, effective January 2, 1989, from Brooklyn Union Exploration Company, Inc. to Joe P. Marr, et al, OCS-G 5605, South Timbalier Block 145.

Also enclosed is Brooklyn Union's check No. 18134 in the amount of \$50.00 to cover the filing fee.

Thank you.

**RECEIVED**

**RECEIVED**  
JAN 23 1991

Minerals Management Service  
Leasing & Environment  
Minerals Management Service  
Leasing & Environment

Yours very truly,

BROOKLYN UNION  
EXPLORATION COMPANY, INC.



Sammie L. Dees  
Vice President Land

Enclosures

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JAN 23 1991

Minerals Management Service ASSIGNMENT OF OVERRIDING ROYALTY INTEREST  
Leasing & Environment

KNOW ALL MEN BY THESE PRESENTS:

THAT, Brooklyn Union Exploration Company, Inc., a Delaware corporation, 1331 Lamar, Suite 1065, Houston, Texas 77010 ("Assignor") for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by Joe P. Marr, 212 East Travis, Fredericksburg, Texas 78624; George A. Kelly, Jr., 7122 Rancheria, Houston, Texas 77083; and James F. Westmoreland, 1606 Dixie Hollow, Pearland, Texas 77581; (collectively, "Assignees"), the receipt and sufficiency of which are hereby acknowledged, hereby transfers, assigns and conveys, without warranty of title either express or implied, unto

Joe P. Marr	.0001212 of 8/8ths
George A. Kelly, Jr.	.0002425 of 8/8ths
James F. Westmoreland	.0001213 of 8/8ths

overriding royalty interests ("Overriding Royalty Interests") of the oil, gas and other minerals in and under and that may be produced and saved from the land covered by the following described lease (the "Lease"):

Oil and Gas Lease of Submerged Lands effective July 1, 1983, between the United States of America, Lessor, and Exxon Corporation, Lessee, covering All of Block 145, South Timbalier Area, OCS Leasing Map, Louisiana Map No. 6, containing 5,000 acres, more or less, and bearing Serial No. OCS-G 5605. INSOFAR AND ONLY INSOFAR, as to Operating Rights from the surface of the earth down to the stratigraphic equivalent 10,510 feet true vertical depth, except all reservoirs penetrated by OCS-G 5605 #1 Well as encountered at measured depths of 6814 feet and 6868 feet on the electric log of said well.

TO HAVE AND TO HOLD the Overriding Royalty Interests, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Assignees, their heirs, personal representatives and assigns, subject to the terms and provisions of this assignment.

If Assignor should be entitled to receive revenues from the sale of oil and gas produced from the land covered by the Lease as a result of an operation, commonly known as "non-consent

notice thereof, such change shall not be binding upon Assignor for any purpose until thirty (30) days after receipt by Assignor of instruments or other legally authenticated written evidence satisfactory to Assignor constituting the chain of title of such change.

The Overriding Royalty Interests shall be applicable to any renewals or extensions of the Lease or any new lease covering the land covered by the Lease obtained by Assignor, its successors or assigns within one (1) year after termination or release of the Lease.

In the event the net revenue interest in the land covered by the Lease acquired by Assignor under Letter Agreement dated June 16, 1988, between Hughes-Denny Offshore Exploration, Inc. and Brooklyn Union Exploration Company, Inc. and Farmout Agreement dated June 15, 1988, between Exxon Corporation and Hughes-Denny Exploration, Inc. either increases or decreases solely by virtue of the terms and provisions of such agreements and without consideration of any assignments by Assignor, the Overriding Royalty Interests shall likewise increase or decrease so that in total the Overriding Royalty Interests will be equal to sixty-six hundredths percent (0.66%) of the net revenue interest of Assignor as increased or decreased. Such increase or decrease shall be divided among the Overriding Royalty Interests proportionately.

The terms hereof shall extend to and be binding upon Assignor and its successors and assigns and Assignees and their heirs, personal representatives and assigns.

EXECUTED this the 9th day of January, 1991,  
but effective January 2, 1989.

BROOKLYN UNION EXPLORATION  
COMPANY, INC.

By: James G. Floyd  
James G. Floyd, President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 9th day of January, 1991, by James G. Floyd, President of Brooklyn Union Exploration Company, Inc., a Delaware corporation, on behalf of said corporation.



Christina M. Barker  
Notary Public in and for the  
State of Texas

**RECEIVED**

JAN 23 1991

**Minerals Management Service  
Leasing & Environment**

**ASSIGNMENT OF OVERRIDING ROYALTY INTEREST**

KNOW ALL MEN BY THESE PRESENTS:

THAT, Brooklyn Union Exploration Company, Inc., a Delaware corporation, 1331 Lamar, Suite 1065, Houston, Texas 77010 ("Assignor") for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by Randall Fleming, 1331 Lamar, Suite 1065, Houston, Texas 77010; Samye L. Dees, P. O. Box 766, Spring, Texas 77383; Stephen E. Jackson, 36 Glen Loch, Sugarland, Texas 77479; Stanley W. Anderson, 1719 Earl of Dunmore, Katy, Texas 77449; and Joseph E. Batcherlor, 12207 Sugar Springs, Houston, Texas 77077 (collectively, "Assignees"), the receipt and sufficiency of which are hereby acknowledged, hereby transfers, assigns and conveys, without warranty of title either express or implied, unto

Randall Fleming	.0004850 of 8/8ths
Samye L. Dees	.0004850 of 8/8ths
Stephen E. Jackson	.0004850 of 8/8ths
Stanley W. Anderson	.0004850 of 8/8ths
Joseph E. Batcherlor	.0004850 of 8/8ths

overriding royalty interests ("Overriding Royalty Interests") of the oil, gas and other minerals in and under and that may be produced and saved from the land covered by the following described lease (the "Lease"):

Oil and Gas Lease of Submerged Lands effective July 1, 1983, between the United States of America, Lessor, and Exxon Corporation, Lessee, covering All of Block 145, South Timbalier Area, OCS Leasing Map, Louisiana Map No. 6, containing 5,000 acres, more or less, and bearing Serial No. OCS-G 5605. INSOFAR AND ONLY INSOFAR, as to Operating Rights from the surface of the earth down to the stratigraphic equivalent 10,510' true vertical depth, except all reservoirs penetrated by OCS-G 5605 #1 Well as encountered at measured depths of 6814 feet and 6868 feet on the electric log of said well.

TO HAVE AND TO HOLD the Overriding Royalty Interests, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Assignees, their heirs, personal representatives and assigns, subject to the terms and provisions of this assignment.

If Assignor should be entitled to receive revenues from the sale of oil and gas produced from the land covered by the Lease as a result of an operation, commonly known as "non-consent

provisions", of the pertinent operating agreement covering such land, the Assignees shall be entitled to three and thirty-four hundredths percent (3.34%) of such revenues as long as such revenues are received by Assignor. If Assignor should not be entitled to receive revenues from the sale of oil and gas produced from the land covered by the Lease as a result of an operation, commonly known as "non-consent provisions", of the pertinent operating agreement covering such land, the amount otherwise payable to the Assignees shall be reduced by three and thirty-four hundredths percent (3.34%) of such revenues as long as such revenues are not received by Assignor. Assignor, as used in this paragraph, shall include singularly Assignor and each of its assigns.

The Overriding Royalty Interests shall be free and clear of all costs of development and operation of the Lease, both upstream and downstream of the wellhead, other than transportation costs, and shall be free and clear of all costs of marketing the oil and gas but shall bear its share of all taxes levied against production from the Lease.

The Assignees, insofar as the Overriding Royalty Interests, shall have the same rights, privileges, elections and entitlements as does the Minerals Management Service, insofar as the royalty under the Outer Continental Shelf Lands Act, as amended, 43 U.S.C. 133 et seq. and the regulations issued thereunder.

Nothing herein contained shall be construed as imposing any obligation, express or implied, upon Assignor to maintain or preserve the Lease, in force and effect, to drill wells or to conduct any other operation whatsoever. Assignor shall have no express or implied obligation to Assignees to drill offset wells, to reasonably develop or to further explore.

No change in ownership, or right to receive the Overriding Royalty Interests, or any part thereof, however accomplished, shall operate to enlarge the obligations or diminish the rights of Assignor, and notwithstanding any other actual or constructive

notice thereof, such change shall not be binding upon Assignor for any purpose until thirty (30) days after receipt by Assignor of instruments or other legally authenticated written evidence satisfactory to Assignor constituting the chain of title of such change.

The Overriding Royalty Interests shall be applicable to any renewals or extensions of the Lease or any new lease covering the land covered by the Lease obtained by Assignor, its successors or assigns within one (1) year after termination or release of the Lease.

In the event the net revenue interest in the land covered by the Lease acquired by Assignor under Letter Agreement dated June 16, 1988, between Hughes-Denny Offshore Exploration, Inc. and Brooklyn Union Exploration Company, Inc. and Farmout Agreement dated June 15, 1988, between Exxon Corporation and Hughes-Denny Offshore Exploration, Inc. either increases or decreases solely by virtue of the terms and provisions of such agreements and without consideration of any assignments by Assignor, the Overriding Royalty Interests shall likewise increase or decrease so that in total the Overriding Royalty Interests will be equal to three and thirty-four hundredths percent (3.34%) of the net revenue interest of Assignor as increased or decreased. Such increase or decrease shall be divided among the Overriding Royalty Interests proportionately.

The terms hereof shall extend to and be binding upon Assignor and its successors and assigns and Assignees and their heirs, personal representatives and assigns.

EXECUTED this the 9th day of January, 1991, but effective January 2, 1989.

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