

OK CW -

OK

1121

**XTO ENERGY**  
**EMSU "B"**  
**INJECTION HEADER LEAK**  
**Near Well EMSU "B" #906**  
**Unit H, Sect. 23, T. 20 S., R. 36 E.**  
**GPS: 32 33' 35" N 103 19' 03" W**

**CLOSURE**



**Prepared by**  
**Eddie Seay Consulting**  
**December 2006**



# NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

**BILL RICHARDSON**

Governor

**Joanna Prukop**

Cabinet Secretary

**Mark E. Fesmire, P.E.**

Director

**Oil Conservation Division**

12/29/2006

Eddie Seay Consulting  
On behalf of XTO Energy  
601 W. Illinois  
Hobbs, NM 88242

Re: EMSU "B" #906 Leak

Dear Eddie:

New Mexico Oil Conservation Division (OCD) personnel reviewed the closure report submitted by Eddie Seay Consulting on behalf of XTO Energy (XTO) for the site referenced above. The closure is hereby approved according to information provided.

Please be advised that OCD approval does not relieve XTO of liability should operations result in contamination of surface water, groundwater, or the environment. In addition, OCD approval does not relieve XTO of responsibility for compliance with other federal, state or local laws and or regulations.

If you have any questions or need assistance please write or call: 505-393-6161 ext. 102, or e-mail [chris.williams@state.nm.us](mailto:chris.williams@state.nm.us).

Sincerely,

NMOCD District1 Supervisor

December 26, 2006

NMOCD Environmental  
ATTN: Larry Johnson  
1625 N. French Drive  
Hobbs, NM 88240

RE: XTO Energy  
EMSU "B" #906 Leak

Mr. Johnson:

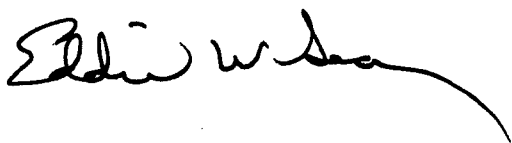
XTO has completed the excavation phase of this remediation and testing. We are within guidelines for closing and would like to backfill with clean soil, level, contour and seed.

XTO excavated approximately 1924 cu. yds. of dirt and hauled it to Sundance Disposal, an OCD approved facility. The clean soil will come from a site just North, off Cooper Ranch.

Whenever we get approval, we will backfill as approved and send a final report.

Find enclosed photos, analytical and map of site. If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Eddie W. Seay", with a long, sweeping underline that extends to the right.

Eddie W. Seay, Agent  
Eddie Seay Consulting  
601 W. Illinois  
Hobbs, NM 88242  
(505)392-2236  
seay04@leaco.net

District I  
1625 N. French Dr., Hobbs, NM 88240  
District II  
1301 W. Grand Avenue, Artesia, NM 88210  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505

State of New Mexico  
Energy Minerals and Natural Resources  
Oil Conservation Division  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

Form C-141  
Revised October 10, 2003

Submit 2 Copies to appropriate  
District Office in accordance  
with Rule 116 on back  
side of form

### Release Notification and Corrective Action

#### OPERATOR

☒ Initial Report ☐ Final Report

Name of Company	XTO Energy	Contact	Gene Hudson
Address	Box 700 Eunice NM 88231	Telephone No.	441-1634
Facility Name	EMSU "B" 906	Facility Type	Injection
Surface Owner	J. Cooper	Mineral Owner	XTO
		Lease No.	

#### LOCATION OF RELEASE

Unit Letter	Section	Township	Range	Feet from the	North/South Line	Feet from the	East/West Line	County
H	23	20	36					lea

Latitude 32° 33' 35" Longitude 103° 19' 03"

#### NATURE OF RELEASE

Type of Release	Injection water same oil	Volume of Release	300 bbls	Volume Recovered	200 bbls
Source of Release	Injection Header	Date and Hour of Occurrence	11/10	Date and Hour of Discovery	11/10
Was Immediate Notice Given?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required	If YES, To Whom?	Gary Wink		
By Whom?	David Paschall	Date and Hour			
Was a Watercourse Reached?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If YES, Volume Impacting the Watercourse.			

If a Watercourse was Impacted, Describe Fully.\*

Describe Cause of Problem and Remedial Action Taken.\*

Injection line at header split. approx 300 bbls released.  
Valve was shut, approx 200 bbls vacuumed up. Repaired line.

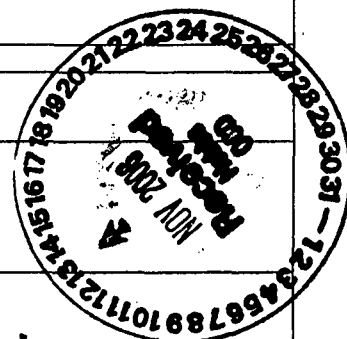
Describe Area Affected and Cleanup Action Taken.\*

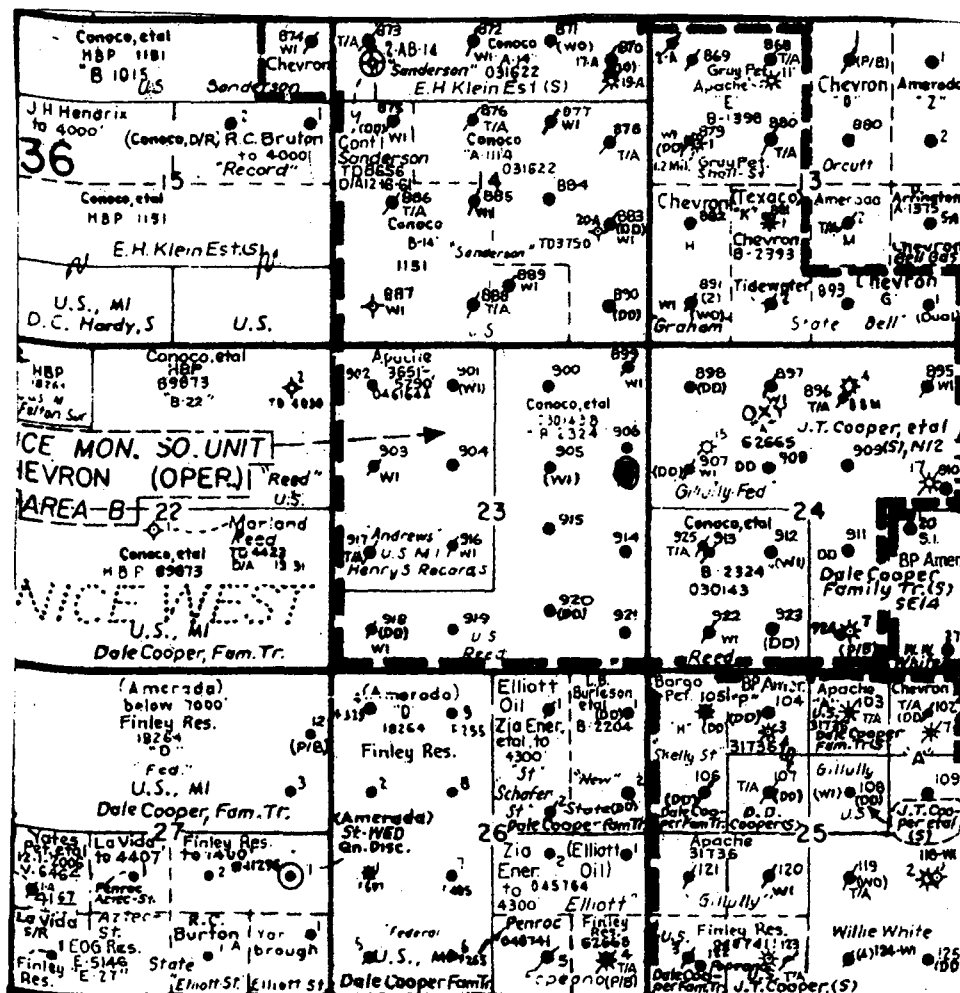
Approximately 150 x 50 area in sand dune area. water settled  
in low area. vacuumed up as much as possible. let dry & remediate per plan.

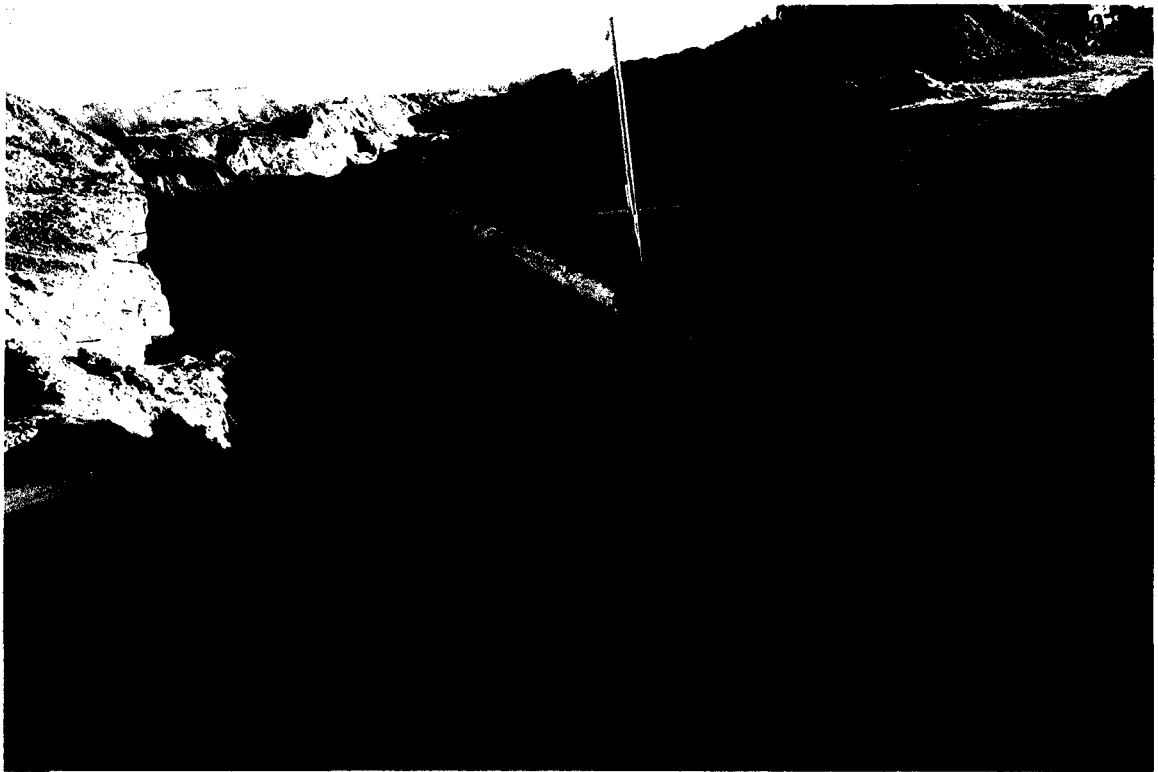
I hereby certify that the information given above is true and complete to the best of my knowledge and understand that pursuant to NMOCD rules and regulations all operators are required to report and/or file certain release notifications and perform corrective actions for releases which may endanger public health or the environment. The acceptance of a C-141 report by the NMOCD marked as "Final Report" does not relieve the operator of liability should their operations have failed to adequately investigate and remediate contamination that pose a threat to ground water, surface water, human health or the environment. In addition, NMOCD acceptance of a C-141 report does not relieve the operator of responsibility for compliance with any other federal, state, or local laws and/or regulations.

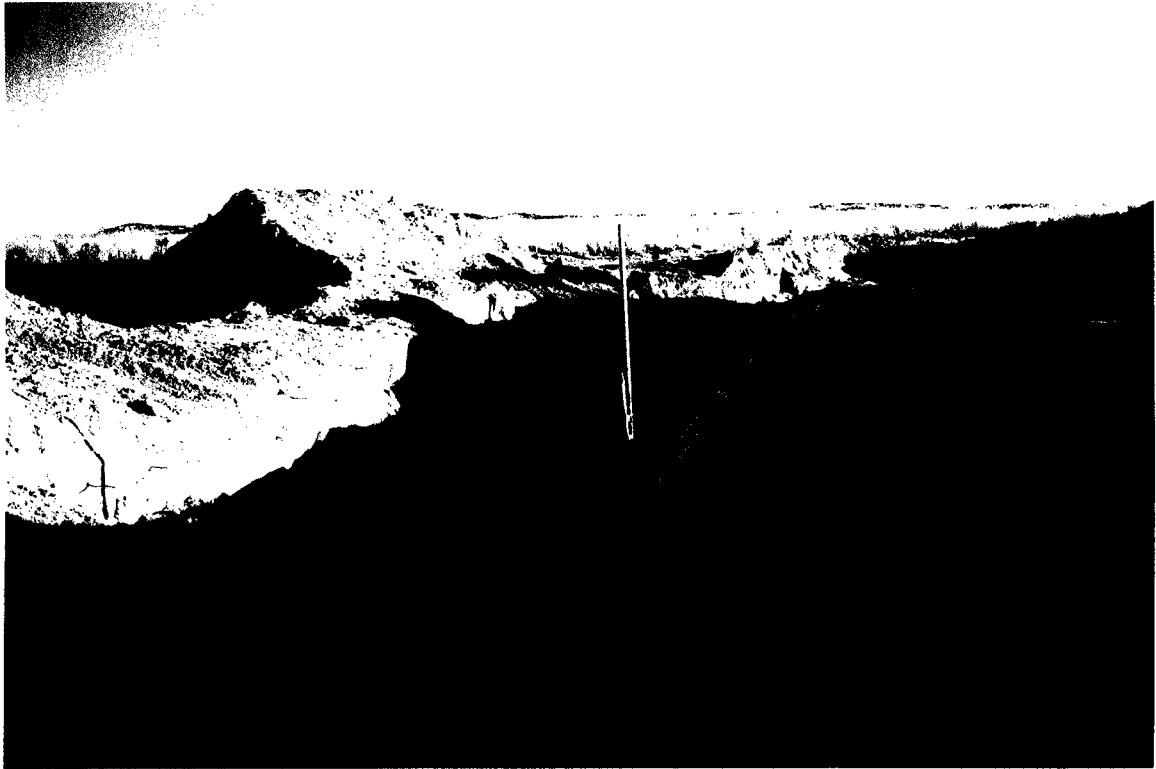
Signature: <u>Eddie W Seay</u>		OIL CONSERVATION DIVISION	
Printed Name: <u>Eddie W Seay</u>		Approved by District Supervisor:	
Title: <u>Agent</u>		Approval Date:	Expiration Date:
E-mail Address: <u>seay.04@leaso.net</u>		Conditions of Approval:	Attached <input type="checkbox"/>
Date: <u>11/13/06</u> Phone: <u>392-2236</u>			

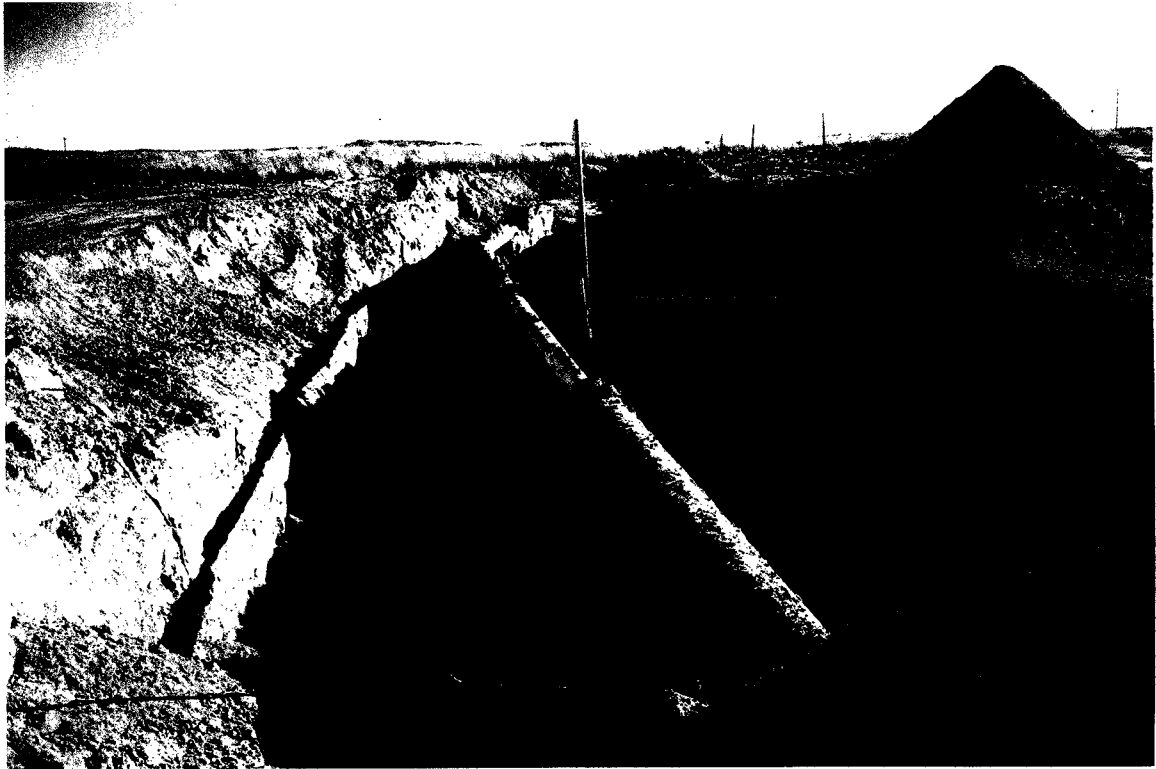
\* Attach Additional Sheets If Necessary



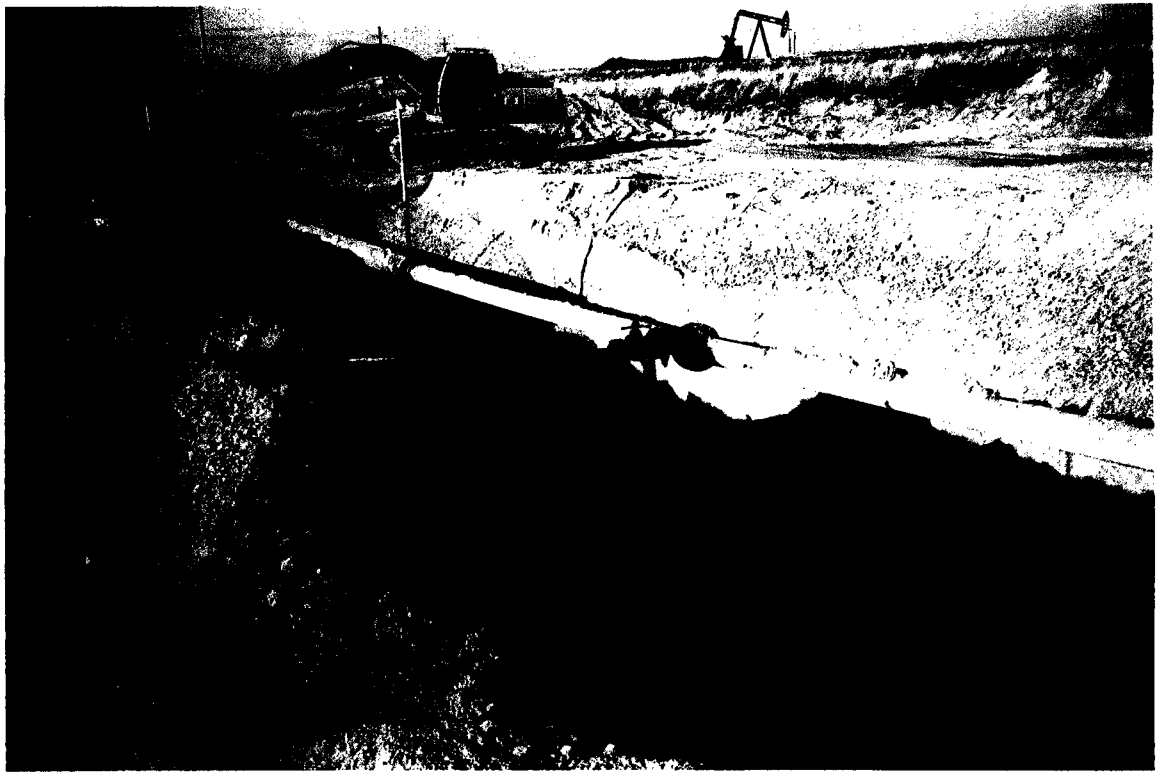














2111 Beechwood, Abilene, TX 79603 101 East Marland, Hobbs, NM 88240  
(915) 673-7001 Fax (915) 673-7020 (505) 393-2326 Fax (505) 393-2476

Page \_\_\_\_ of \_\_\_\_

# CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

Company Name: <b>Edwards Environmental Services</b> Project Manager: <b>Edwards Environmental Services</b> Address: <b>101 W. Illinois</b> City: <b>Hammond</b> State: <b>IN</b> Zip: <b>46324</b> Phone #: <b>219-223-6494</b> Fax #: <b>219-223-6494</b> Project #: <b>XT0</b> Project Owner: <b>XT0</b> Project Name: <b>XT0 906 Hudson</b> Project Location: <b>Monmouth</b> Sampler Name: <b>Edwards</b> FOR LAB USE ONLY				<b>BILL TO</b> P.O. #: _____ Company: _____ Attn: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone #: _____ Fax #: _____			
Lab I.D. _____ Sample I.D. _____		(G)RAB OR (C)OMP _____ # CONTAINERS _____ GROUNDWATER _____ WASTEWATER _____ SOIL _____ CRUDE OIL _____ SLUDGE _____ OTHER: _____ ACID/BASE: _____ ICE / COOL _____ OTHER: _____		MATRIX _____ PRESERV _____ SAMPLING _____			
Date: <b>12/15</b> Time: <b>5:05</b> Date: _____ Time: _____ Relinquished By: _____ Received By: _____ Received By: (Lab Staff) _____		Sample Condition Cool <input checked="" type="checkbox"/> Intact <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Checked By: <b>AS</b>		Phone Result: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Add'l Phone #: _____ Fax Result: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Add'l Fax #: _____			
REMARKS: <b>1 - Bottom W</b> <b>2 - Bottom E</b>							

**† Cardinal cannot accept verbal changes. Please fax written changes to 505-393-2476**



PHONE (505) 393-2326 • 101 E. MARLAND • HOBBS, NM 88240

Analysis Date: 12/18/06  
Sampling Date: 12/15/06  
Sample Type: SOIL  
Sample Condition: COOL & INTACT  
Sample Received By: BC  
Analyzed By: HM

Next page

4500-CI-B

*Lope S. Moreno*  
Chemist

12-18-06  
Date

**PLEASE NOTE: Liability and Damages.** Cardinal's liability and client's exclusive remedy for any claim arising, whether based in contract or tort, shall be limited to the amount paid by client for analyses. All claims, including those for negligence and any other cause whatsoever shall be deemed waived unless made in writing and received by Cardinal within thirty (30) days after completion of the applicable service. In no event shall Cardinal be liable for incidental or consequential damages, including, without limitation, business interruptions, loss of use, or loss of profits incurred by client, its subsidiaries, affiliates or successors arising out of or related to the performance of services hereunder by Cardinal, regardless of whether such claim is based upon any of the above-stated reasons or otherwise.



# ARDINAL LABORATORIES, INC.

2111 Beechwood, Abilene, TX 79603 101 East Marland, Hobbs, NM 88240  
(915) 673-7001 Fax (915) 673-7020 (505) 393-2326 Fax (505) 393-2476

## CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

Page \_\_\_\_ of \_\_\_\_

Company Name: Eddie Seay Consulting P.O. #: 51110 ANALYSIS REQUEST

Project Manager: Eddie Seay Address: 1001 W. T.M. Ave. City: Hobbs State: NM Zip: 88242

Phone #: 2-2236 Fax #: 2-6949 Project Owner: KT0 City: Abilene State: TX Zip: 79601

Project Name: KT0 EPCU B 904 Headon Project Location: Monument Phone #:  Fax #:

Sampler Name:  FOR LAB USE ONLY

Project #:	X10	Project Owner:	K10	City:	LA
Project Name:	XTO EPSU B 2014	State:		Zip:	
Project Location:	Moulmeuf	Phone #:			
Sampler Name:		Fax #:			

111954	906-1W		1								12/15	1:40										
-2	906-2S		1								12/15	2:00										
-3	906-3N		1								12/15	2:20										
-4	906-4E		1								12/15	2:50										

Chloride

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Terms and Conditions: Invoiced will be charged on all accounts more than 30 days past due at the rate of 24% per annum from the original date of invoice, and all costs of collection, including attorney's fees.

Sampler Relinquished By: Eddie Seay Date: 12/15 Received By: Burgett

Relinquished By: Eddie Seay Date: 12/15 Time: 4:00 Received By: Burgett

Delivered By: (Circle One) UPS Bus Other Checked By: Burgett (Initials)

Remarks: Subsided Samples

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Receiving Date: 12/19/06  
Reporting Date: 12/20/06  
Project Owner: XTO  
Project Name: XTO ENSU B 906 HEADER  
Project Location: NOT GIVEN

Analysis Date: 12/19/06  
Sampling Date: 12/19/06  
Sample Type: SOIL  
Sample Condition: COOL & INTACT  
Sample Received By: NF  
Analyzed By: AB

[illegible]

METHOD: Standard Methods	4500-CIB
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**NOTE:** Analysis performed on a 1:4 w:v aqueous extract.

Jose S. Mendez  
Chemist

12-30-06  
Date

PLEASE NOTE: **Liability and Damages.** Cardinal's liability and client's exclusive remedy for any claim arising, whether based in contract or tort, shall be limited to the amount paid by client for analysis. All claims, including those for negligence and any other cause whatsoever shall be deemed waived unless made in writing and received by Cardinal within thirty (30) days after completion of the applicable service. In no event shall Cardinal be liable for incidental or consequential damages, including, without limitation, business interruptions, loss of use, or loss of profits incurred by client, its subsidiaries, affiliates or successors arising out of or related to the performance of services hereunder by Cardinal, regardless of whether such claim is based upon any of the above-stated reasons or otherwise.





PHONE (505) 673-7007 • 2111 BEECHWOOD • ABILENE, TX 79603

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ANALYTICAL RESULTS FOR  
EDDIE SEAY CONSULTING  
ATTN: EDDIE SEAY  
601 W. ILLINOIS  
HOBBS, NM 88242  
FAX TO: (505) 392-6949

Receiving Date: 12/20/06  
Reporting Date: 12/29/06  
Project Owner: XTO  
Project Name: XTO ENSU B 906 HEADER  
Project Location: MONUMENT, NM

Sampling Date: 12/20/06  
Sample Type: SOIL  
Sample Condition: COOL & INTACT  
Sample Received By: NF  
Analyzed By: BC

LAB NUMBER	SAMPLE ID	GRO (C <sub>8</sub> -C <sub>10</sub> ) (mg/Kg)	DRO (>C <sub>10</sub> -C <sub>28</sub> ) (mg/Kg)
		12/28/06	12/28/06
H11926-1	906-1 B	<10.0	<10.0
H11926-2	906-2 W	<10.0	<10.0
H11926-3	906-3 S	<10.0	<10.0
H11926-4	906-4 N	<10.0	<10.0
H11926-5	906-5 E	<10.0	<10.0
Quality Control		780	811
True Value QC		800	800
% Recovery		97.5	101
Relative Percent Difference		2.6	1.6

METHOD: SW-846 8015 M

\* PID less than 10 ppm

Burgess A. Cook  
Chemist

12/29/06  
Date

H11926

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