

NM -

13

**GENERAL
CORRESPONDENCE**

YEAR(S):

2002

Regarding General Petroleum in Eunice

Phone conversation with Lea County Assessor office on 12-15-03

Parcel # 50788 belonging to Jimmie T. Cooper then sold on 4-30-99 to Troy Frank dba Southwest Pipe and Salvage

Delinquent property tax for 5th year. Property is not listed for this week's sale. This usually means there is some problem with the documentation or papers.

Referred to Robert Rubin of State Tax and Revenue property tax division 2nd floor Pinion Building 827-0878 cell phone 660-0653

will not go up for sale Robert Rubin

MEMORANDUM

To: Martyne Kieling
From: David Brooks

Date: October 16, 2002

Re: **General Petroleum, Incorporated, ~~Parabo Site~~**

Based on my review of the documents you supplied, I have no hesitation in advising that Lucky Services, Inc. is fully responsible for all obligations and liabilities of whatever nature of General Petroleum Incorporated No Stockholders' Liability, which was originally incorporated as Lea County Drip Company.

There may be some doubt as to the identity of the entity that actually operated the facility, inasmuch as the name Edwin A. Edwards, appearing on the letter in the file on the purported stationary of General Petroleum, Incorporated, does not appear in any of the corporate documents. However, there should not be more than one corporate entity of the same name. So the documents would seem to be sufficient to create a presumption that Lucky Services, Inc. is liable as a responsible party.



Photo 1. MW1, SW of old water well and foundation/pad. Looking Southwest



Photo 4. Vickie Brooks's property. Photo taken from the edge of the pond looking north.



Photo 2. Looking west along north fence line. Jerry V. Nessmith property & home across the county road.



Photo 5. Pit area as seen from the edge of Vickie Brooks's property. Looking South



Photo 3. Looking northwest along fence line at Vickie Brooks's home.



Photo 6. Pit area and two remaining tanks. Looking south. Carl C. and Patsy Coy's home in the upper left.



Photo 7. Approximately $\frac{1}{4}$ of pit area looking east from atop the berm.



Photo 8. Looking diagonally across the pit area toward the southeast. Carl J. and Patsy Coy's home top center.



Photo 9. Looking diagonally across the pit area toward the southeast. Carl J. and Patsy Coy's home top center.



Photo 10. Texaco pipeline traverses diagonally below the northwest corner of the pit. West fence line is down.



Photo 11. One of two pipeline corridors along the east edge of the facility. Hydrocarbon contaminated soil along the pipeline area



Photo 12. MW2 location east of the pit area and west of the pipeline corridor. Looking north.



Photo 13. . Looking southeast toward Carl J. and Patsy Coy's home. Hydrocarbon tank bottom/soil pile upper right.



Photo 15. Looking southeast from atop the hydrocarbon tank bottom/soil pile. Carl J. and Patsy Coy's home upper left.



Photo 14. Pit area looking northwest showing (R-L) Vickie Brooks, E. Maurice Huhes and Jerry V. Nessmith properties.



Photo 16. Hydrocarbon tank bottom and contaminated soil pile. Looking southeast.

MEMORANDUM

To: Steve Ross, Assistant General Council
Roger Anderson, Environmental Bureau Chief
From: Martyne Kieling, Environmental Bureau
Subject: Property surrounding The General Petroleum Treating Plant
Date: April 29, 2002

Jimmie T. and Betty B. Cooper, Jimmie B. and Shryl Cooper: (Facility Site Property Owners)

I spoke to Jimmie T. Cooper on April 23, 2002 he was very amenable but stated that the property was no longer his and was now owned by Troy Frank d/b/a Southwest Pipe and Salvage. He had tried to find Mr. Frank last year and did not have any luck. He thanked me for informing him of the investigative work that was to be performed. I asked him some additional questions concerning the former tanks and a well that was on site. Mr. Cooper did not have any knowledge of a water or oil well located on site but did think that at one time there were approximately 12 tanks.

A phone call from Eddie Seay on April 29, 2002 has confirmed that the well on site is a water well and has the rods still hanging in the well.

Troy Frank d/b/a Southwest Pipe: (Facility Site Property Owner)

Gary Wink is trying to get a phone Number for Mr. Frank who he believes is living in Tyler Texas at present.

Carl J. and Patsy E. Coy: (Property owners to the south and east)

I spoke to John Coy on April 29, 2002 and he is very amenable to granting access onto his property to perform the preliminary investigation of the General Petroleum Treating Plant. I explained that this may include trenching and construction of a monitor well and that we would need access with a drill rig. He did not have any preference as to entrance onto his property. I made it clear that we would not be leaving any open holes and would be backfilling any trenches upon completion of our initial investigation. I also made it clear that we would also put back up any fences that needed to be taken down to get a drill rig or back hoe in place. I concluded the conversation by saying that someone from the OCD district office would be in touch with paperwork regarding right of entry and would have a notary with him to document the signatures.

Carl J. and Patsy Coy
P.O. Box 876
Eunice, New Mexico 88231

505-394-2955 Home
505-391-3127 Work

Bobby E. Sikes and Elizabeth: (Property owners to the southeast)

I spoke to Bobby Sikes on April 29, 2002 and he is very amenable to granting access onto his property to perform the preliminary investigation of the General Petroleum Treating Plant. I explained that we may need to do some trenching but would not be leaving any open holes. I concluded the conversation by saying that someone from the OCD district office would be in touch with paperwork regarding right of entry and would have a notary with him to document the signatures. Mr. Sikes was very helpful in assisting me with phone numbers of his Neighbor Mr. Coy.

Bobby Sikes and Elizabeth
P.O. Box 2
Eunice, New Mexico 88231

505-394-2443 Home
505-910-4124 Cell (best)

Gary L and Vickie Brooks: (Property owners to the north side)

I spoke to Vickie Brooks on April 29, 2002 and she is very amenable to granting access onto her property to perform the preliminary investigation of the General Petroleum Treating Plant. I explained that this may include trenching and construction of a monitor well and that we would need access with a backhoe. She did not have any preference as to the entrance onto her property either from the driveway on the west or entering from the East from Mr. Coys' property. I made it clear that we would not be leaving any open holes and would be backfilling any trenches upon completion of our initial investigation. I also made it clear that we would also put back up any fences that needed to be taken down to get a backhoe in place. I concluded the conversation by saying that someone from the OCD district office would be in touch with paperwork regarding right of entry and would have a notary with him to document the signatures.

Gary L. Brooks is deceased and Vickie has power of attorney.

Gary L and Vickie Brooks
P.O. Box 1893
Eunice, New Mexico 88231

505-394-2085 Home
505-370-2226 Cell
505-492-2000 Work, Lea Regional Hospital Third Floor

STATE OF NEW MEXICO
ENERGY MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

MEMORANDUM OF MEETING OR CONVERSATION

Telephone Personal Time 5-15-02 Date 4:45 pm

Originating Party Martyn Kurling Other Parties Fay
county Assessors office
505-396 8527

Subject 3 years delinquent on property taxes
9.39 acres SW 1/4 Section 28, T21S, R37E
Inside City limits of Eunice
want be turned over to the state until it is 4 years
Delinquent.

Discussion * Address on Record is 2510 N. Del Paso
Hobbs, NM 88240

Tax
usually this[^] would be payed to Jimmie Cooper and Jimmie
would pay the taxes.

Real Property Agreement Signed on April 29, 1999

Conclusions or Agreements

Distribution David Brooks.
File

Signed Martyn Kurling

STATE OF NEW MEXICO
ENERGY MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

MEMORANDUM OF MEETING OR CONVERSATION

Telephone Personal Time 2:45 Date 4-24-02

4-29-02 Reached Her

Originating Party Marlyze Kieling Other Parties Vickie Brooks
394-2085
Call message with Daughter.

Subject ~~P.O. Box 2~~ P.O. Box 1893
~~88231~~ Eunice, 88231

Discussion out -
cell - 505-370-2226
work - Lea Region Hosp 492-2000
3rd floor.

Very cooperative. IF we need to place a well on Her
Property or Trench and Back Fill that will be just fine.
She will look at and sign agreement for access

Conclusions or Agreements

Distribution Signed Marlyze Kieling



C. John Coy
Field Shear Specialist
Mid-Continent Region
Exploration Production
Americas

Conoco Inc.
P.O. Box 180
Maljamar, New Mexico 88264

Bus: (505) 676-2371 x-20
Fax: (505) 676-2377
Pager: (800) 413-5097
Mobile: (505) 390-6247

C-John.Coy@usa.conoco.com

Relocated to Hobbs

505-391-3127

STATE OF NEW MEXICO
ENERGY MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

MEMORANDUM OF MEETING OR CONVERSATION

Telephone Personal Time 3:10 Date 4-23-02

Originating Party

Martynne Kicking

Other Parties

Jimmie T. Cooper
397-2045

Subject General Petroleum Facility West/Eonice Investigation
as to the Extent of Contamination

Discussion Tanks 10 or 12 were only on the Lot. Jimmie
Does Not remember Any wells Located on the Site, in
Particular in the South West Corner of the Property.

Jimmie Does Not own the Property Troy Frank Does.

Conclusions or Agreements OGD Attorney will be preparing Right of
Entry Documents For Landowner Signature For P/S
to enter to do the Investigation.

Distribution

Signed

Martynne J. Kicking

REAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 29th day of April, 1999, by and between Jimmie T. Cooper, Betty B. Cooper, Jimmie B. Cooper and Shryl Cooper, first parties and hereinafter referred to as "Coopers", and Troy Frank d/b/a Southwest Pipe & Salvage, second party and hereinafter referred to as "Southwest Pipe, WITNESSETH:

WHEREAS, Coopers are the owners of certain real property located in Lea County, New Mexico, more particularly described as:

FOR SURFACE TITLE ONLY:

A tract of land located in Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico being more particularly described as follows:

Beginning N0°2'E 208 feet and N89°59'E 30 feet from the Southwest Corner of said Section 28; thence N0°2'E 682 feet; thence N89°59'E 600 feet; thence S0°2'W 682 feet; thence S89°59'W 600 feet to the point of beginning

WHEREAS, Southwest Pipe has determined that it can recover product and otherwise rehabilitate the above-described property in an economically favorable manner; and

WHEREAS, Coopers desire to transfer the above-described property to Southwest Pipe; and

WHEREAS, Southwest Pipe desires to obtain the above-described property and assume all responsibilities associated therewith and relieve and indemnify Coopers for same.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1.

Upon the effective date of this Agreement and Quit Claim Deed executed in favor of



STATE OF NEW MEXICO
COUNTY OF LEA
FILED

APR 29 1999

at 4:19 o'clock P M

and recorded in Book _____

Page _____

Pat Chappelle, Lea County Clerk

by [Signature] Deputy

43203

BOOK 953 PAGE 129

Southwest Pipe, Coopers agree to transfer all of their right, title, and interest in the above-described property as it is and subject to all requirements for cleanup relating to same.

2.

Southwest Pipe agrees to accept said property subject to such cleanup responsibilities and agrees to indemnify and hold Coopers harmless for such cleanup responsibilities.

3.

The parties hereto agree that Southwest Pipe accepts the above-described property "as is" and SPECIFICALLY, THE PARTIES AGREE THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED FROM THIS AGREEMENT. Further, the parties agree that Coopers have made no claims about the condition of the property and Southwest Pipe is acquiring the property based on its own inspection and evaluation of same and in so doing is fully aware of the cleanup responsibilities associated with the above-described property. That Southwest Pipe, nonetheless agrees to assume ownership of and title to the above-described property and to keep Coopers fully advised of all cleanup activities on the above-described property until such time as all cleanup responsibilities have been fully discharged.

4.

Southwest Pipe covenants and agrees to save, indemnify and hold Coopers, their agents, servants and employees, harmless from any and all claims or damages to persons and property occasioned by the use of the property by Southwest Pipe or by any act, or omission to act, on the part of Southwest Pipe, its agents, servants and employees, including all claims relating to cleanup or environmental testing or remediation costs.

5.

Southwest Pipe covenants and agrees that this Agreement shall not be assigned by it, either in whole or in part, without the prior written consent of Coopers being first obtained. Coopers will not unreasonably withhold its consent.

6.

The parties hereto covenant and agree by entering into this Agreement that Coopers do not in any way for any purpose become a partner of Southwest Pipe in the conduct of its business or otherwise, or joint adventurer or a member of a joint enterprise with Southwest Pipe; likewise, Southwest Pipe does not in any way or for any purpose become a partner of Coopers in the conduct of its business or otherwise, or joint adventurer or a member of a joint enterprise with Coopers.

7.

The parties hereto agree that in the event that Southwest Pipe should fail to comply with any of the provisions of this Agreement or default in any of its obligations under this Agreement for as long as sixty (60) days after written notice from Coopers requesting Southwest Pipe to correct such default or non-compliance, Coopers, at their option, shall be entitled to terminate the aforesaid Agreement; however, in the event of such termination, same shall not relieve Southwest Pipe and its performance bond surety company of their obligations of performance and completion of all clean up activities. The aforesaid remedy shall be in addition to and cumulative with all other remedies afforded by law. In the event the Coopers, their successors or assigns, should at any time forego the right to claim a default or non-compliance by Southwest Pipe of the terms and provisions of this Agreement, such will not constitute a waiver of the right of Coopers thereafter to claim such a default or breach. In the event that the parties,

or either of them, are required to resort to legal action to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees as may be set by the Court.

8.

The parties hereto understand and agree that the terms and provisions of this Agreement shall be governed for all purposes by the laws of the State of New Mexico.

9.

Subject to the terms and provisions of Paragraph Six (6) above, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set out hands and seals the day and year first above written.

By: Jimmie T. Cooper
Jimmie T. Cooper

By: Betty B. Cooper
Betty B. Cooper

By: Jimmie B. Cooper
Jimmie B. Cooper

By: Shryl Cooper
Shryl Cooper

SOUTHWEST PIPE:

By: Troy Frank
Troy Frank

STATE OF NEW MEXICO)
)
) : ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 29th day of APRIL, 1999,
by Hammie T. Cooper.

My Commission Expires:
MARCH 21, 2002

Ora Lee Nelson
Notary Public

STATE OF NEW MEXICO)
)
) : ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 29th day of APRIL, 1999,
by Sheryl B. Cooper.

My Commission Expires:
MARCH 21, 2002

Ora Lee Nelson
Notary Public

STATE OF NEW MEXICO)
)
) : ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 29th day of APRIL, 1999,
by Jimmie B. Cooper.

My Commission Expires:
MARCH 21, 2002

Ora Lee Nelson
Notary Public

STATE OF NEW MEXICO)
)
) : ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 29th day of APRIL, 1999,
by Sheryl Cooper.

My Commission Expires:
MARCH 21, 2002

Ora Lee Nelson
Notary Public

STATE OF NEW MEXICO)
) : ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 26 day of April, 1999,
by Troy Frank, Southwest Pipe.

My Commission Expires:

4/12/2003

Cindy Cooper
Notary Public



STATE OF NEW MEXICO
COUNTY OF LEA
FILED

APR 30 1999
at 9:42 o'clock A M
and recorded in Book _____
Page _____
by D. J. Deputy
Chappelle, Lea County Clerk



43204

43205

OIL & GAS LEASE

THIS AGREEMENT made this 17th day of February, 1989 between James William Akin, Trustee of the James William Akin Trust, 1804 Long Mead road, Silver Spring MD 20906 herein called Lessor (whether one or more) and PERRY & PERRY, INC., P.O. Box 371, Midland, TX 79702, Lessee:

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, and operating for and producing oil and gas, injecting gas, waters, other fluids, and air into subsurface strata laying pipelines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals, the following described land in Lea County, New Mexico, to wit:

SW1/4 of Section 29, Twp. 25-S, Rge. 37-E, N.M.P.M.

Said land is estimated to comprise 160.0 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land or from land with which said land is pooled.

3. The royalties to be paid by Lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, 1/8th of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected; (b) on gas, including casing head gas or other gaseous substance produced from said land and used off the premises or used in the manufacture of gasoline or other products, the market value at the well of 1/8th of the gas used, provided that on gas sold on or off the premises, the royalties shall be 1/8th of the amount realized from such sale; (c) and at any time when this lease is not validated by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas or condensate is not being so sold or used and such well is shut in, either before or after production therefrom, then on or before 90 days after said well is shut in, and thereafter at annual intervals, Lessee may pay or tender an advance shut-in royalty equal to \$1.00 per net acre of Lessor's gas acreage then held under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered this lease shall not terminate and it shall be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing. The payment or tender of royalties and shut-in royalties may be made by check or draft. Any timely payment or tender of shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to parties or amounts, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made if Lessee shall correct such error within 30 days after Lessee has received written notice thereof by certified mail from the party or parties entitled to receive payment together with such written instruments (or certified copies thereof) as are necessary to enable Lessee to make proper payment. The amount realized from the sale of gas on or off the premises shall be the price established by the gas sales contract entered into in good faith by Lessee and gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

4. This is a paid-up lease and Lessee shall not be obligated during the primary term hereof to commence or continue any operations of whatsoever character or to make any payments hereunder in order to maintain this lease in force during the primary term; however, this provision is not intended to relieve Lessee of the obligation to pay royalties on actual production pursuant to the provision of Paragraph 3 hereof.

5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or portion thereof with any other land, leases, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit fixed by law or by the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico or by any other lawful authority for the pool or area in which said land is situated, plus a tolerance of ten percent. Lessee shall file written unit designations in the County in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, which the net oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by Lessee, as provided herein, may be dissolved by Lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of production on said unit.

6. If at the expiration of the primary term there is no well upon said land capable of producing oil or gas, but Lessee has commenced operations for drilling or reworking thereon, this lease shall remain in force so long as operations are prosecuted with no cessation of more than 60 consecutive days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land. If, after the expiration of the primary term, all wells upon said land should become incapable of producing for any cause, this lease shall not terminate if Lessee commences operations for additional drilling or reworking within 60 days thereafter. If any drilling, additional drilling, or reworking operations hereunder result in production, then this lease shall remain in full force so long thereafter as oil or gas is produced hereunder.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines on cultivated lands below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without Lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns; but no change in the ownership of the land or in the ownership of, or rights to receive, royalties or shut-in royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee; and no such change or division shall be binding upon Lessee for any purpose until 30 days after Lessee has been furnished by certified mail at Lessee's principal place of business with acceptable instruments or certified copies thereof constituting the chain of title from the original Lessor. If any such change in ownership occurs through death of the owner, Lessee may, at its option, pay or tender any royalties or shut-in royalties in the name of the deceased or to his estate or to his heirs, executor or administrator until such time as Lessee has been furnished with evidence satisfactory to Lessee as to the persons entitled to such sums. An assignment of this lease in whole or in part shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and, if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of royalty or shut-in royalty due from such Lessee or assignee or fail to comply with any of the provisions of this lease, such default shall not affect this lease insofar as it covers a part of said lands upon which Lessee or any assignee thereof shall properly comply or make such payments.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reason of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's duty shall be suspended, and Lessee shall not be liable for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas hereunder; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, and in the event Lessee does so it shall be subrogated to such lien with the right to enforce same and to apply royalties and shut-in royalties payable hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty, if this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not) then the royalties, shut-in royalty, and other payments, if any, accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee, its or his successors, heirs and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or his heirs, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the County in which said land is situated; thereupon Lessee shall be relieved from all obligations, expressed or implied of this agreement as to acreage so surrendered, and thereafter the shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

Executed the day and year first above written.

JAMES WILLIAM AKIN TRUST

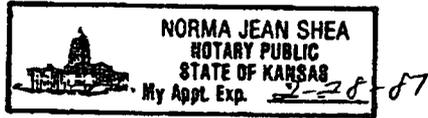
James William Akin, Trustee
James William Akin, Trustee
TID: 215-52-7723

BOOK 435 PAGE 38

of Oil Processing, Inc., a New Mexico corporation, on behalf of said corporation.

Norma Jean Shea
NOTARY PUBLIC

My Commission Expires:
2-28-87

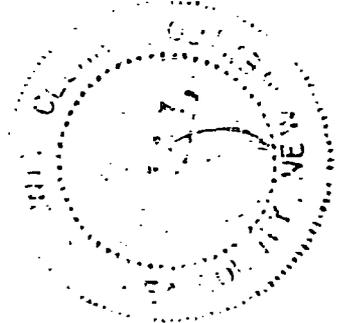


STATE OF NEW MEXICO
COUNTY OF LEA
FILED

APR 17 1987

at 11:02 o'clock 9 M
and recorded in Book _____
Page _____
Shirley Newkirk, County Clerk
By Abelen

5896



T&C

C

5949

BOOK 403 PAGE 883

WARRANTY DEED

PARABO, INCORPORATED, a New Mexico Corporation, for consideration paid, grant to CCD&O, A JOINT VENTURE COMPOSED OF JIMMIE B. COOPER and SHERYL S. COOPER, his wife; JIMMIE COOPER and BETTY P. COOPER, his wife; and PERC F. DETAMBLE and JEANETTE M. DETAMBLE, his wife, whose address is P.O. Box 228, Monument, New Mexico 88265 the following described real estate in Lea County, New Mexico:

The surface only of:

A tract of land situated in Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico, being more particularly described as follows:

Beginning at a point which lies N00°02'E 208.00 feet and N89°59'E 30.00 feet from the Southwest Corner of said Section 28; thence N00°02'E 882.00 feet; thence N89°59'E 600.00 feet; thence S00°02'W 882.00 feet; thence S89°59'W 600.00 feet to the point of beginning, describing 9.394 acres, more or less.

SUBJECT to reservations, easements and restrictions of record.

with warranty covenants.

WITNESS _____ hand _____ and seal _____ this 4 day of April, 1983.

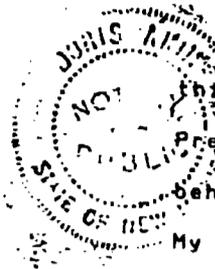
PARABO, INCORPORATED

[Signature]
PRESIDENT

BOOK 403 PAGE 884

ACKNOWLEDGEMENT-Corporation (Short Form)

STATE OF NEW MEXICO)
County of Lea) ss.



The foregoing instrument was acknowledged before me
this 4 day of April, 1983 by Robert P. Wallach
President of PARABO, INC., a New Mexico corporation on
behalf of said corporation.

My Commission Expires:
9/22/86

[Signature]
Notary Public

STATE OF NEW MEXICO)
County of Lea) ss.

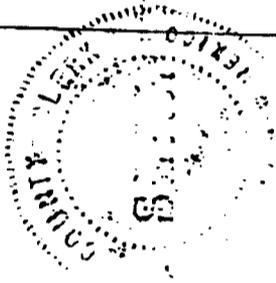
[Signature]
County Clerk

[Signature] Deputy

I hereby certify that
this instrument was filed
for record on the 6th day
of April, A.D.,
1983 at 3:45 o'clock A. M.,
and duly recorded in Book
 Page of Records
of Deeds of County.

Rec. No. _____ Fees.

Return to _____



5949

WARRANTY DEED

WILLIAM GRIFFIN STEWART, a single man

for consideration paid grants to

CARL J. COY AND PATSY E. COY, husband and wife as joint tenants

whose address is P. O. BOX 876 EUNICE, NM 88231

the following described real estate in LEA county, New Mexico

FOR SURFACE TITLE ONLY:

A tract of land located in Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico, being more particularly described as follows:

Beginning at the Southwest corner of Section 28; thence N89°59'E 708.1 feet; thence N0°2'W 208 feet; N89°59'E 400 feet; thence S0°2'E 208 feet; thence N89°59'E 211.9 feet; thence N0°2'W 521.7 feet; thence N89°59'E 744.70 feet; thence S0°2'E 105.70 feet; thence N89°59'E 208 feet; thence N0°2'W 473.3 feet; thence S89°59'W 1642 feet; thence S0°2'W 682 feet; thence S89°59'W 600 feet; thence N0°2'E 682 feet; thence S89°59'W 30 feet; thence S0°2'W 890 feet to the point of beginning.

AND

A tract of land located in the Southwest Quarter of the Southwest Quarter (SW/4SW/4) of Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico, being more particularly described as follows:

Beginning N0°2'E 890 feet from the Southwest corner of Section 28; thence N0°2'E 430 feet; thence N89°59'E 1320 feet; thence S0°2'W 430 feet; thence S89°59'W 690 feet; thence N0°2'E 290 feet; thence S89°59'W 600 feet; thence S0°2'W 290 feet; thence S89°59'W 30 feet to the point of beginning.

AND

The Northwest Quarter of the Southwest Quarter (NW/4SW/4) of Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico.

AND

Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), Block Two (2), Herman Addition to the City of Eunice, Lea County, New Mexico.

LESS AND EXCEPT the following-described tract of land located in the Southwest Quarter of the Southwest Quarter of Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Beginning at a 1/2" iron rod w/PVC cap mk'd ps 3239, ps 12641 set in the South line of said Section 28 for the Southwest corner of this survey which lies N 89 deg. 59' E., 499.40 feet from the Southwest corner of said Section 28; thence N 00 deg. 03' W., 207.92 feet to a 1/2" iron rod mk'd ps 3239, ps 12641; thence N 89 deg. 59' E, 208.71 feet to a 1/2" iron rod w/PVC cap mk'd ps 3239, ps 12641; thence S 00 deg. 02' E, 207.92 feet; thence S 89 deg. 59' W., 208.71 feet to the point of beginning.

Subject to reservations, restrictions and easements appearing of record with warranty covenants.

WITNESS our hands and seals on 10/ 1/97

William Griffin Stewart
WILLIAM GRIFFIN STEWART

STATE OF NEW MEXICO)
) ss
COUNTY OF LEA)

This instrument was acknowledged before me on 10/ 1/97, by WILLIAM GRIFFIN STEWART, a single man

Donna Ragland
Notary Public

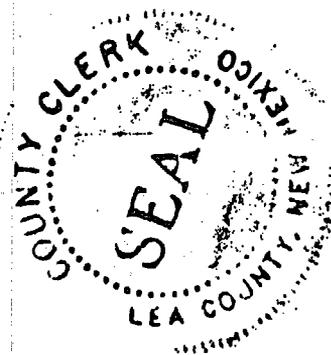
My commission expires : _____



RETURN TO: GRANTEE

14328

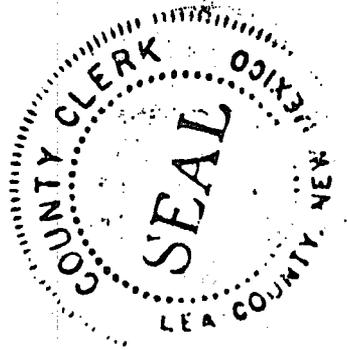
STATE OF NEW MEXICO
COUNTY OF LEA
FILED
OCT 2 1997
at 2:50 o'clock P M
and recorded in Book _____
Page _____
Pat Chappelle, LeA County Clerk
By MAA Deputy



BOOK 827 PAGE 290

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

OCT 2 1997
at 2:50 o'clock P M
and recorded in Book _____
Page _____
Pat Chappelle, Lea County Clerk
By [Signature] Deputy



14327

Deed

BOOK 383 PAGE 150

28817

WARRANTY DEED

Charles E. Reeser, a single man

, for consideration paid, grant S to

Gary L. Brooks and Vickie Brooks, his wife

whose address is P. O. Box 1893

the following described real estate in Lea county, New Mexico:

A tract of land lying in the Southwest Quarter of Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows:

Beginning at a point from which the Southwest corner of the said section 28 bears S 89° 59' W a distance of 30 feet and S 0° 02' W a distance of 890 feet, said point of beginning being the Southwest corner of this tract; Thence N 0° 02' E a distance of 290 feet; Thence N 89° 59' E a distance of 600 feet; Thence S 0° 02' W a distance of 290 feet; Thence S 89° 59' W a distance of 600 feet to the point of beginning, excepting, however, all oil, gas and other minerals therein and thereunder,

with warranty covenants,

Subject to reservations, easements and restrictions of record.

with warranty covenants.

WITNESS My hand and seal this 12th day of August 19 80.

Charles E. Reeser (Seal)
Charles E. Reeser (Seal)
(Seal)
(Seal)

STATE OF NEW MEXICO,
County of Lea } ss.

The foregoing instrument was acknowledged before me this 12th day of August 19 80 by Charles E. Reeser, a single man

My Commission expires 5/12, 19 84.

Dona Meek
Notary Public

STATE OF NEW MEXICO,
County of Lea } ss.

Records of Deeds of said County.
Paul Rice Smith
County Clerk

I hereby certify that this instrument was filed for record on the 15th day of August, A. D., 19 80 at 4:45 o'clock P. M., and duly recorded in Book _____ Page _____ of

By *[Signature]*, Deputy
Rec. _____ Fees, \$ _____
Return to *[Signature]*

28817

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

OCT 2 1997
at 2:50 o'clock P M
and recorded in Book _____
Page _____
Pat Chappelle, Lea County Clerk
By PHS Deputy



14327

BOOK 827 PAGE 288

WARRANTY DEED

WILLIAM GRIFFIN STEWART, a single man

for consideration paid grants to

CARL J. COY AND PATSY E. COY, husband and wife as joint tenants

whose address is P. O. BOX 876 EUNICE, NM 88231

the following described real estate in LEA county, New Mexico

FOR SURFACE TITLE ONLY:

A tract of land located in Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico, being more particularly described as follows:

Beginning at the Southwest corner of Section 28; thence N89°59'E 708.1 feet; thence N0°2'W 208 feet; N89°59'E 400 feet; thence S0°2'E 208 feet; thence N89°59'E 211.9 feet; thence N0°2'W 521.7 feet; thence N89°59'E 744.70 feet; thence S0°2'E 105.70 feet; thence N89°59'E 208 feet; thence N0°2'W 473.3 feet; thence S89°59'W 1642 feet; thence S0°2'W 682 feet; thence S89°59'W 600 feet; thence N0°2'E 682 feet; thence S89°59'W 30 feet; thence S0°2'W 890 feet to the point of beginning.

AND

A tract of land located in the Southwest Quarter of the Southwest Quarter (SW/4SW/4) of Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico, being more particularly described as follows:

Beginning N0°2'E 890 feet from the Southwest corner of Section 28; thence N0°2'E 430 feet; thence N89°59'E 1320 feet; thence S0°2'W 430 feet; thence S89°59'W 690 feet; thence N0°2'E 290 feet; thence S89°59'W 600 feet; thence S0°2'W 290 feet; thence S89°59'W 30 feet to the point of beginning.

AND

The Northwest Quarter of the Southwest Quarter (NW/4SW/4) of Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico.

AND

Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), Block Two (2), Herman Addition to the City of Eunice, Lea County, New Mexico.

LESS AND EXCEPT the following-described tract of land located in the Southwest Quarter of the Southwest Quarter of Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Beginning at a 1/2" iron rod w/PVC cap mk'd ps 3239, ps 12641 set in the South line of said Section 28 for the Southwest corner of this survey which lies N 89 deg. 59' E., 499.40 feet from the Southwest corner of said Section 28; thence N 00 deg. 03' W., 207.92 feet to a 1/2" iron rod mk'd ps 3239, ps 12641; thence N 89 deg. 59' E, 208.71 feet to a 1/2" iron rod w/PVC cap mk'd ps 3239, ps 12641; thence S 00 deg. 02' E, 207.92 feet; thence S 89 deg. 59' W., 208.71 feet to the point of beginning.

Deed

383 PAGE 150

28817

WARRANTY DEED

Charles E. Reeser, a single man

, for consideration paid, grant \$ to

Gary L. Brooks and Vickie Brooks, his wife

whose address is P. O. Box 1893

the following described real estate in Lea county, New Mexico:

A tract of land lying in the Southwest Quarter of Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows:

Beginning at a point from which the Southwest corner of the said section 28 bears S 89° 59' W a distance of 30 feet and S 0° 02' W a distance of 890 feet, said point of beginning being the Southwest corner of this tract; Thence N 0° 02' E a distance of 290 feet; Thence N 89° 59' E a distance of 600 feet; Thence S 0° 02' W a distance of 290 feet; Thence S 89° 59' W A distance of 600 feet to the point of beginning, excepting, however, all oil, gas and other minerals therein and thereunder,

with warranty covenants,

Subject to reservations, easements and restrictions of record.

with warranty covenants.

WITNESS My hand and seal this 12th day of August 19 80.

Charles E. Reeser (Seal)
Charles E. Reeser (Seal)
(Seal)
(Seal)

STATE OF NEW MEXICO, } ss.
County of Lea

The foregoing instrument was acknowledged before me this 12th day of August, 19 80 by Charles E. Reeser, a single man

My Commission expires 5/12, 19 84.

Dona Meek
Notary Public

STATE OF NEW MEXICO, } ss.
County of Lea

Records of Deeds of said County.
Paul Lee Smith
County Clerk

I hereby certify that this instrument was filed for record on the 15th day of August, A. D., 19 80 at 4:45 o'clock P. M., and duly recorded in Book _____ Page _____ of

By J. Massey, Deputy
Fee, \$ _____
Return to _____

28817

5949

BOOK 403 PAGE 883

WARRANTY DEED

PARABO, INCORPORATED, a New Mexico Corporation, for consideration paid, grant to CCD&D, A JOINT VENTURE COMPOSED OF JIMMIE B. COOPER and SHERYL S. COOPER, his wife, JIMMIE COOPER and BETTY P. COOPER, his wife, and PERC F. DETAMBLE and JEANETTE M. DETAMBLE, his wife, whose address is P.O. Box 226, Monument, New Mexico 88265 the following described real estate in Lea County, New Mexico:

The surface only of:

A tract of land situated in Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico, being more particularly described as follows:

Beginning at a point which lies N00°02'E 208.00 feet and N89°59'E 30.00 feet from the Southwest Corner of said Section 28; thence N00°02'E 882.00 feet; thence N89°59'E 600.00 feet; thence S00°02'W 882.00 feet; thence S89°59'W 600.00 feet to the point of beginning, describing 9.394 acres, more or less.

SUBJECT to reservations, easements and restrictions of record.

with warranty covenants.

WITNESS _____ hand _____ and seal 4 this 4 day of April, 1983.

PARABO, INCORPORATED


PRESIDENT

BOOK 403 PAGE 884

ACKNOWLEDGEMENT-Corporation (Short Form)

STATE OF NEW MEXICO)
County of Lea) ss.



The foregoing instrument was acknowledged before me
this 4 day of April, 1983 by Robert P. Wallach
President of PARADO, INC., a New Mexico corporation on
behalf of said corporation.

My Commission Expires:
9/22/86

[Signature]
Notary Public

STATE OF NEW MEXICO)
County of Lea) ss.

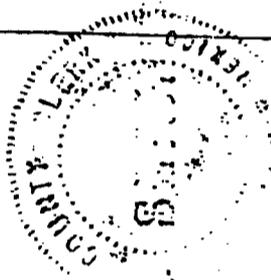
[Signature]
County Clerk

[Signature] Deputy

I hereby certify that
this instrument was filed
for record on the 6th day
of April, A.D.,
1983 at 8:45 o'clock A. M.,
and duly recorded in Book
 Page of Records
of Deeds of County.

Rec. No. Fees.

Return to



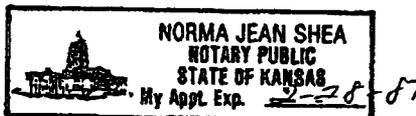
5949

BOOK 435 PAGE 38

of Oil Processing, Inc., a New Mexico corporation, on behalf of said corporation.

Norma Jean Shea
NOTARY PUBLIC

My Commission Expires:
2-28-87

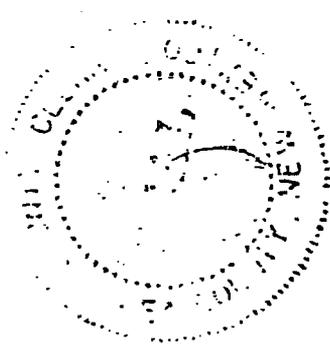


STATE OF NEW MEXICO
COUNTY OF LEA
FILED

APR 17 1987

at 11:02 o'clock 9 M
and recorded in Book _____
Page _____
Shirley Newkirk _____
By Abbein _____

5896



T&C

REAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 29th day of April, 1999, by and between Jimmie T. Cooper, Betty B. Cooper, Jimmie B. Cooper and Shryl Cooper, first parties and hereinafter referred to as "Coopers", and Troy Frank d/b/a Southwest Pipe & Salvage, second party and hereinafter referred to as "Southwest Pipe, WITNESSETH:

WHEREAS, Coopers are the owners of certain real property located in Lea County, New Mexico, more particularly described as:

FOR SURFACE TITLE ONLY:

A tract of land located in Section 28, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico being more particularly described as follows:

Beginning N0°2'E 208 feet and N89°59'E 30 feet from the Southwest Corner of said Section 28; thence N0°2'E 682 feet; thence N89°59'E 600 feet; thence S0°2'W 682 feet; thence S89°59'W 600 feet to the point of beginning

WHEREAS, Southwest Pipe has determined that it can recover product and otherwise rehabilitate the above-described property in an economically favorable manner; and

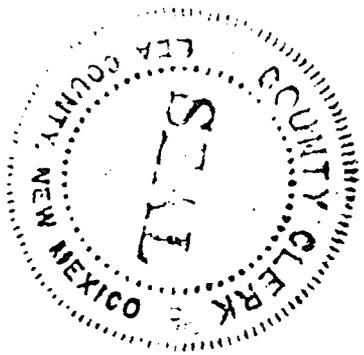
WHEREAS, Coopers desire to transfer the above-described property to Southwest Pipe; and

WHEREAS, Southwest Pipe desires to obtain the above-described property and assume all responsibilities associated therewith and relieve and indemnify Coopers for same.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1.

Upon the effective date of this Agreement and Quit Claim Deed executed in favor of



STATE OF NEW MEXICO
COUNTY OF LEA
FILED

APR 29 1999

at 4:19 o'clock P M
and recorded in Book _____
Page _____
Pat Chappelle, Lea County Clerk
by [Signature] Deputy

43203

BOOK 953 PAGE 129

Southwest Pipe, Coopers agree to transfer all of their right, title, and interest in the above-described property as it is and subject to all requirements for cleanup relating to same.

2.

Southwest Pipe agrees to accept said property subject to such cleanup responsibilities and agrees to indemnify and hold Coopers harmless for such cleanup responsibilities.

3.

The parties hereto agree that Southwest Pipe accepts the above-described property "as is" and SPECIFICALLY, THE PARTIES AGREE THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED FROM THIS AGREEMENT. Further, the parties agree that Coopers have made no claims about the condition of the property and Southwest Pipe is acquiring the property based on its own inspection and evaluation of same and in so doing is fully aware of the cleanup responsibilities associated with the above-described property. That Southwest Pipe, nonetheless agrees to assume ownership of and title to the above-described property and to keep Coopers fully advised of all cleanup activities on the above-described property until such time as all cleanup responsibilities have been fully discharged.

4.

Southwest Pipe covenants and agrees to save, indemnify and hold Coopers, their agents, servants and employees, harmless from any and all claims or damages to persons and property occasioned by the use of the property by Southwest Pipe or by any act, or omission to act, on the part of Southwest Pipe, its agents, servants and employees, including all claims relating to cleanup or environmental testing or remediation costs.

5.

Southwest Pipe covenants and agrees that this Agreement shall not be assigned by it, either in whole or in part, without the prior written consent of Coopers being first obtained. Coopers will not unreasonably withhold its consent.

6.

The parties hereto covenant and agree by entering into this Agreement that Coopers do not in any way for any purpose become a partner of Southwest Pipe in the conduct of its business or otherwise, or joint adventurer or a member of a joint enterprise with Southwest Pipe; likewise, Southwest Pipe does not in any way or for any purpose become a partner of Coopers in the conduct of its business or otherwise, or joint adventurer or a member of a joint enterprise with Coopers.

7.

The parties hereto agree that in the event that Southwest Pipe should fail to comply with any of the provisions of this Agreement or default in any of its obligations under this Agreement for as long as sixty (60) days after written notice from Coopers requesting Southwest Pipe to correct such default or non-compliance, Coopers, at their option, shall be entitled to terminate the aforesaid Agreement; however, in the event of such termination, same shall not relieve Southwest Pipe and its performance bond surety company of their obligations of performance and completion of all clean up activities. The aforesaid remedy shall be in addition to and cumulative with all other remedies afforded by law. In the event the Coopers, their successors or assigns, should at any time forego the right to claim a default or non-compliance by Southwest Pipe of the terms and provisions of this Agreement, such will not constitute a waiver of the right of Coopers thereafter to claim such a default or breach. In the event that the parties,

or either of them, are required to resort to legal action to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees as may be set by the Court.

8.

The parties hereto understand and agree that the terms and provisions of this Agreement shall be governed for all purposes by the laws of the State of New Mexico.

9.

Subject to the terms and provisions of Paragraph Six (6) above, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set out hands and seals the day and year first above written.

By: *Jimmie T. Cooper*
Jimmie T. Cooper

By: *Betty B. Cooper*
Betty B. Cooper

By: *Jimmie B. Cooper*
Jimmie B. Cooper

By: *Sheryl Cooper*
Sheryl Cooper

SOUTHWEST PIPE:

By: *Troy Frank*
Troy Frank

STATE OF NEW MEXICO)
 : ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 29th day of APRIL, 1999,
by Hammie T. Cooper.

My Commission Expires:
MARCH 21, 2002

Ora Lee Nelson
Notary Public

STATE OF NEW MEXICO)
 : ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 29th day of April, 1999,
by Henry B. Cooper.

My Commission Expires:
MARCH 21, 2002

Ora Lee Nelson
Notary Public

STATE OF NEW MEXICO)
 : ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 29th day of April, 1999,
by Jimmie B. Cooper.

My Commission Expires:
March 21, 2002

Ora Lee Nelson
Notary Public

STATE OF NEW MEXICO)
 : ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 29th day of April, 1999,
by Sheryl Cooper.

My Commission Expires:
March 21, 2002

Ora Lee Nelson
Notary Public

OIL & GAS LEASE

THIS AGREEMENT made this 17th day of February, 1999 between James William Akin, Trustee of the James William Akin Trust, 1804 Long Mead road, Silver Spring MD 20906 herein called Lessor (whether one or more) and PERRY & PERRY, INC., P.O. Box 371, Midland, TX 79702, Lessee:

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, and operating for and producing oil and gas, injecting gas, waters, other fluids, and air into subsurface strata laying pipelines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals, the following described land in Lea County, New Mexico, to wit:

SW1/4 of Section 29, Twp. 25-S, Rge. 37-E, N.M.P.M.

Said land is estimated to comprise 160.0 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land or from land with which said land is pooled.

3. The royalties to be paid by Lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, 1/6th of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected; (b) on gas, including casing head gas or other gaseous substance produced from said land and used off the premises or used in the manufacture of gasoline or other products, the market value at the well of 1/6th of the gas used, provided that on gas sold on or off the premises, the royalties shall be 1/6th of the amount realized from such sale; (c) and at any time when this lease is not validated by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas or condensate is not being so sold or used and such well is shut in, either before or after production therefrom, then on or before 90 days after said well is shut in, and thereafter at annual intervals, Lessee may pay or tender an advance shut-in royalty equal to \$1.00 per net acre of Lessor's gas acreage then held under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered this lease shall not terminate and it shall be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing. The payment or tender of royalties and shut-in royalties may be made by check or draft. Any timely payment or tender of shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to parties or amounts, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made if Lessee shall correct such error within 30 days after Lessee has received written notice thereof by certified mail from the party or parties entitled to receive payment together with such written instruments (or certified copies thereof) as are necessary to enable Lessee to make proper payment. The amount realized from the sale of gas on or off the premises shall be the price established by the gas sales contract entered into in good faith by Lessee and gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

4. This is a paid-up lease and Lessee shall not be obligated during the primary term hereof to commence or continue any operations of whatsoever character or to make any payments hereunder in order to maintain this lease in force during the primary term; however, this provision is not intended to relieve Lessee of the obligation to pay royalties on actual production pursuant to the provision or Paragraph 3 hereof.

5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or horizon thereof with any other land, leases, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit fixed by law or by the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico or by any other lawful authority for the pool or area in which said land is situated, plus a tolerance of ten percent. Lessee shall file written unit designations in the County in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, which the net oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by Lessee, as provided herein, may be dissolved by Lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of production on said unit.

6. If at the expiration of the primary term there is no well upon said land capable of producing oil or gas, but Lessee has commenced operations for drilling or reworking thereon, this lease shall remain in force so long as operations are prosecuted with no cessation of more than 60 consecutive days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land. If, after the expiration of the primary term, all wells upon said land should become incapable of producing for any cause, this lease shall not terminate if Lessee commences operations for additional drilling or reworking within 60 days thereafter. If any drilling, additional drilling, or reworking operations hereunder result in production, then this lease shall remain in full force so long thereafter as oil or gas is produced hereunder.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines on cultivated lands below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without Lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns; but no change in the ownership of the land or in the ownership of, or rights to receive, royalties or shut in royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee; and no such change or division shall be binding upon Lessee for any purpose until 30 days after Lessee has been furnished by certified mail at Lessee's principal place of business with acceptable instruments or certified copies thereof constituting the chain of title from the original Lessor. If any such change in ownership occurs through death of the owner, Lessee may, at its option, pay or tender any royalties or shut-in royalties in the name of the deceased or to his estate or to his heirs, executor or administrator until such time as Lessee has been furnished with evidence satisfactory to Lessee as to the persons entitled to such sums. An assignment of this lease in whole or in part shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and, if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of royalty or shut-in royalty due from such Lessee or assignee or fail to comply with any of the provisions of this lease, such default shall not affect this lease insofar as it covers a part of said lands upon which Lessee or any assignee thereof shall properly comply or make such payments.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reason of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's duty shall be suspended, and Lessee shall not be liable for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas hereunder; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, and in the event Lessee does so it shall be subrogated to such lien with the right to enforce same and to apply royalties and shut-in royalties payable hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty, if this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not) then the royalties, shut-in royalty, and other payments, if any, accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee, its or his successors, heirs and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or his heirs, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the County in which said land is situated; thereupon Lessee shall be relieved from all obligations, expressed or implied of this agreement as to acreage so surrendered, and thereafter the shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

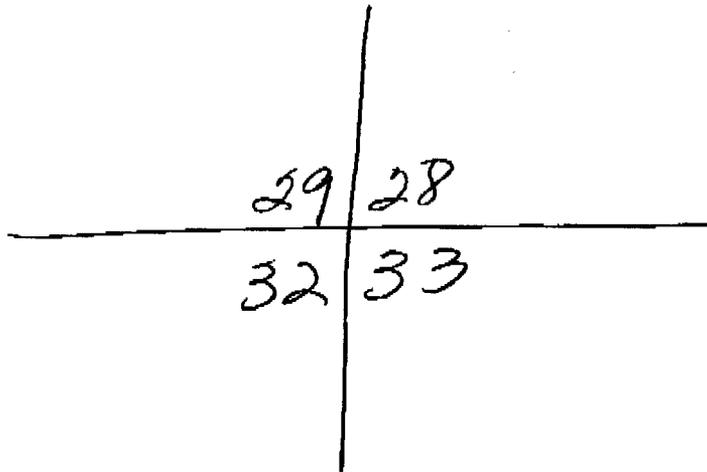
Executed the day and year first above written.

JAMES WILLIAM AKIN TRUST

James William Akin, Trustee
James William Akin, Trustee
TID: 215-52-7723

12-19-01

Put the 4 corners together
like this



COUNTY ASSESSOR
100 NORTH MAIN, SUITE 2
LOVINGTON, NM 88260

DEE ROBINSON
CHIEF DEPUTY

Phone: (505) 396-8527
Fax: (505) 396-8529

email: leacounty@leaconet.com

Post-it* Fax Note	7671	Date	12-19-01	# of pages	5
To	LARRY JOHNSON	From	DEE		
Co./Dept.	DCC	Co.	ASSESSOR		
Phone #		Phone #	396-8527		
Fax #	393-0720	Fax #	396-8529		

o BUSKINER

10-2-97
Carl J. Coy, etux., Patsy - J.T.



N 89° 59' E 1320'

N 89° 59' E 600'

Gary L Brooks

S 89° 59' W 600'

10-2-97

Carl J. Coy, etux., Patsy - J.T.

Corporate Boundary, annexed Aug., 1959

N 89° 59' E 312'

268'

1642'

N 02° E 416'

S 02° W 416'

10-2-97

Carl J. Coy, etux., Patsy

S 89° 59' W 312'

50788

4-30-99

Troy Frank
dba Southwest Pipe & Salvage

Jimmie T. Cooper

S 89° 59' W 600'

462.1'

10-2-97

Carl J. Coy etux., Patsy - J.T.

N 89° 59' E 499.40'

28-26-37

N 89° 59' E 208.71'

262.02'

10-2-97

Bobby E. S. Kes etux.

Elizabeth

8-31-89

S 89° 59' W 208.71'

200'

200'

10-2-97

Bobby E. S. Kes etux.

Elizabeth

8-31-89

200'

200'

200'

10-2-97

Carl J. Coy etux., Patsy - J.T.

200'

200'

Chaparral Ltd. Partn

208.71'

208.71'

10-2-97

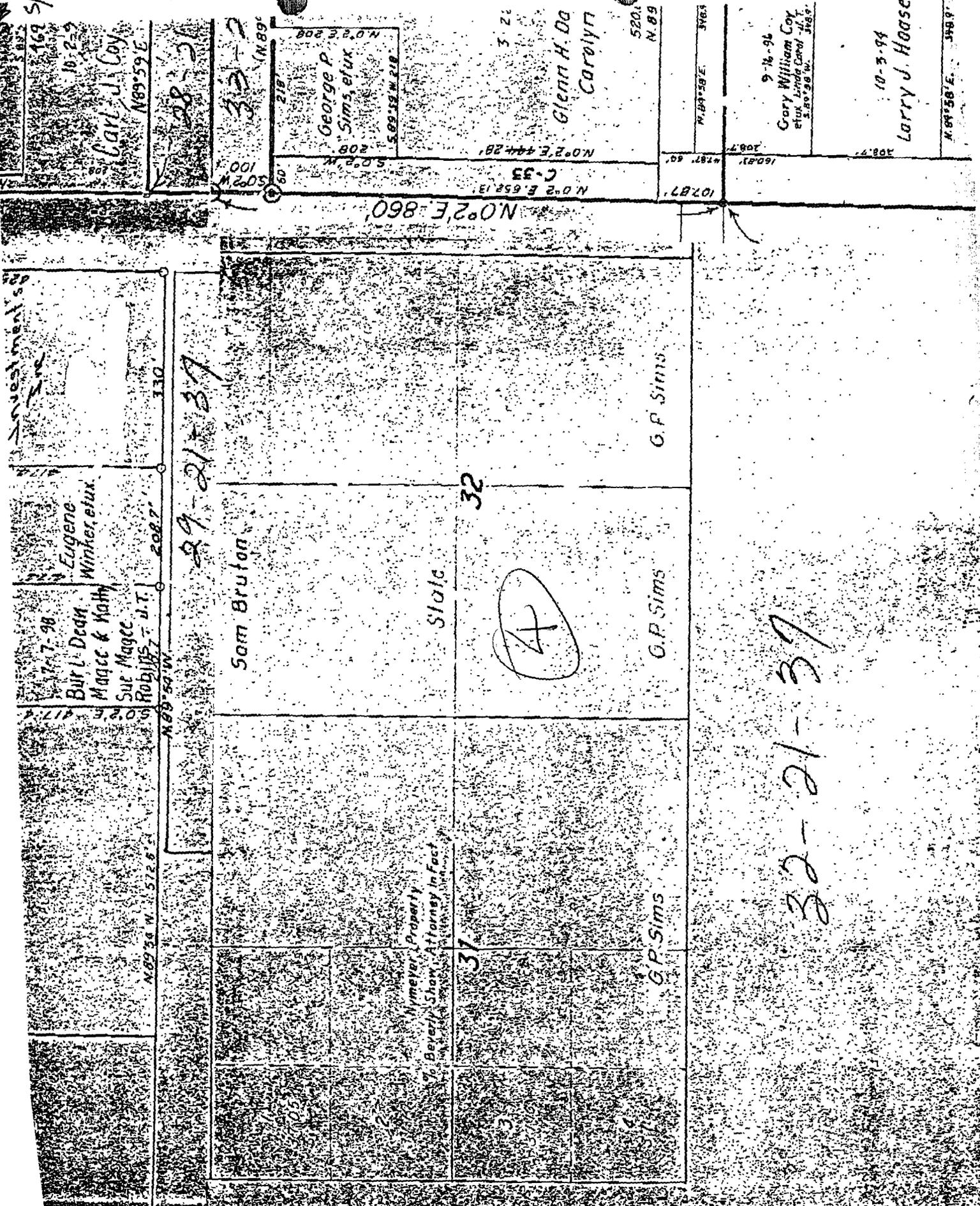
133.71'

133.71'

133.71'

133.71'

Avenue



169 S
10-2-99
Carl J. Coy
N 89° 59' E

28-21
33-2
N 89°

George P. Sims, et ux
N 0° 2' E 208'
S 89° 59' W 218'

Glenn H. Da Carolyn
520'
N 89°

Gary William Coy
et ux Linda Carol - J. T.
9-16-96
S 89° 58' W 348'

Larry J. Haase
10-3-94
N 89° 58' E 348'

N 0° 2' E 860'
C-33
S 0° 0' W 100'

N 0° 2' E 444-28'

N 0° 2' E 652-13'

N 0° 2' E 444-28'

N 0° 2' E 860'

Eugene Winker

Eugene Winker, et ux
7-7-98
Bur L. Dean
Magee & Kathy
Sue Magee
Robbins - J. T.

Sam Bruton
7-7-98

Sam Bruton

State

G.P. Sims

G.P. Sims

G.P. Sims

G.P. Sims

G.P. Sims

G.P. Sims

169 S

10-2-99

Carl J. Coy

N 89° 59' E

28-21

33-2

N 89°

George P. Sims, et ux

N 0° 2' E 208'

S 89° 59' W 218'

Glenn H. Da Carolyn

520'

N 89°

Gary William Coy et ux Linda Carol - J. T.

9-16-96

S 89° 58' W 348'

Larry J. Haase

10-3-94

N 89° 58' E 348'

N 0° 2' E 860'

C-33

S 0° 0' W 100'

N 0° 2' E 444-28'

N 0° 2' E 652-13'

N 0° 2' E 444-28'

N 0° 2' E 860'

NMPRC Corporation Information Inquiry

- [Follow this link to start a new search.](#)

LUCKY SERVICES, INC.

SCC Number: **1320811**
Tax & Revenue Number: **02062099003**
Incorporation Date: **JULY 16, 1986, in NEW MEXICO**
Corporation Type: **DOMESTIC PROFIT**
Corporation Status: **ACTIVE**
Good Standing: **In GOOD STANDING through 9/15/2003**
Purpose: **OILFIELD SERVICE**

CORPORATION DATES

Taxable Year End Date: 06/30/01
Filing Date: 09/17/01
Expiration Date:

SUPPLEMENTAL POST MARK DATES

Supplemental: 05/15/00
Name Change:
Purpose Change:

MAILING ADDRESS

P.O. BOX 5790 HOBBS, NEW MEXICO 88241

PRINCIPAL ADDRESS

6210 LOVINGTON HWY. HOBBS NEW MEXICO 88240

PRINCIPAL ADDRESS (Outside New Mexico)

REGISTERED AGENT*EVERETT D. TAYLOR*

6210 LOVINGTON HIGHWAY HOBBS NEW MEXICO 88240

Designation date: 09/17/01

Agent Post Mark Date:

Resignation date:

COOP LICENSE INFORMATION

Number:

Type:

Expiration Year:

OFFICERSPresident *TAYLOR, EVERETT D.*

Vice President

Secretary

Treasurer *TAYLOR, STELLA*

DIRECTORS

Date Election of Directors: 06/30/01

TAYLOR, EVERETT D.,

NMPRC Corporation Information Inquiry

- [Follow this link to start a new search.](#)

CONCHO ENERGY CORPORATION

SCC Number: 1555036
Tax & Revenue Number:
Incorporation Date: FEBURARY 19, 1992, in NEW MEXICO
Corporation Type: DOMESTIC PROFIT
Corporation Status: THE PROCESS OF REVOCATION
Good Standing:
Purpose: ENERGY & NATURAL RESOURCE DEVELOPMENT

CORPORATION DATES

Taxable Year End Date: 12/31/94
Filing Date: //
Expiration Date:

SUPPLEMENTAL POST MARK DATES

Supplemental: 04/29/94
Name Change:
Purpose Change:

MAILING ADDRESS

P.O. BOX 506 HOBBS , NEW MEXICO 88241

PRINCIPAL ADDRESS

916 W CAPROCK HOBBS NEW MEXICO 88240

PRINCIPAL ADDRESS (Outside New Mexico)

REGISTERED AGENT*CHARLES E. SLAVENS*

916 WEST CAPROCK HOBBS NEW MEXICO 88240

Designation date: 04/29/94

Agent Post Mark Date:

Resignation date:

COOP LICENSE INFORMATION

Number:

Type:

Expiration Year:

INCORPORATORS*SLAVENS, CHARLES E.**CHENEY, RICHARD P.**CLEMENTS-P.E., C PRESTON**ALLEN, MICHAEL N.***DIRECTORS**

Date Election of Directors: 02/19/94

<i>ALLEN, MICHAEL N</i>	1305 W AVE. H. LOVINGTON , NM 88260
<i>CHENEY, RICHARD P</i>	909 W. APACHE FARMINGTON , NM 87499
<i>CLEMENTS, P.E. , C. PRESTON</i>	5206 FAIRFAX, NW ALBUQUERQUE , NM 87114
<i>CURTIS, JAMES C</i>	1300 W TAOS HOBBS , NM 88240
<i>SLAVENS, CHARLES E</i>	916 W CAPROCK HOBBS , NM 88240
<i>TAYLOR, EVERETT D</i>	2100 NORTH MCKINLEY HOBBS , NM 88240

NMPRC Corporation Information Inquiry

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GENERAL PETROLEUM, INCORPORATED, NO STOCKHOLDERS LIABILITY

SCC Number: **0373605**
Tax & Revenue Number: **01100793001**
Incorporation Date: **NOVEMBER 04, 1957, in NEW MEXICO**
Corporation Type: **DOMESTIC PROFIT**
Corporation Status: **MERGED OUT**
Good Standing:
Purpose:

CORPORATION DATES

Taxable Year End Date: 12/31/95
Filing Date: //
Expiration Date: 11/04/2007

SUPPLEMENTAL POST MARK DATES

Supplemental: 08/25/87
Name Change:
Purpose Change:

MAILING ADDRESS

PRINCIPAL ADDRESS

PRINCIPAL ADDRESS (Outside New Mexico)

REGISTERED AGENT

MERGED OUT OF EXISTENCE

SEE FT11 FOR SERVICE OF PROCESS

Designation date: 09/15/92

Agent Post Mark Date:

Resignation date:

COOP LICENSE INFORMATION

Number:

Type:

Expiration Year:

INCORPORATORS

DIRECTORS

Date Election of Directors: 12/00/89

~~FOSTER, STEVE~~ WEST COUNTRY ROAD HOBBS , NM 88240

LAYTON, ROBERT WEST COUNTRY ROAD HOBBS , NM 88240

6

NMPRC Corporation Information Inquiry

- [Follow this link to start a new search.](#)
-

IMPULSE INC.

SCC Number: 1415033
Tax & Revenue Number: 02115377009
Incorporation Date: NOVEMBER 23, 1988, in NEW MEXICO
Corporation Type: DOMESTIC PROFIT
Corporation Status: THE PROCESS OF REVOCATION
Good Standing:
Purpose: REAL ESTATE & OIL & GAS

CORPORATION DATES

Taxable Year End Date: 09/30/99
Filing Date: //
Expiration Date:

SUPPLEMENTAL POST MARK DATES

Supplemental: 04/13/94
Name Change:
Purpose Change:

MAILING ADDRESS

P.O. BOX 5790 HOBBS, NEW MEXICO 88241-5790

PRINCIPAL ADDRESS

6210 LOVINGTON HWY HOBBS NEW MEXICO 88240

PRINCIPAL ADDRESS (Outside New Mexico)

REGISTERED AGENT

DWAYNE TAYLOR

6210 LOVINGTON HWY HOBBS NEW MEXICO 88240

Designation date: 12/15/97

Agent Post Mark Date:

Resignation date:

COOP LICENSE INFORMATION

Number:

Type:

Expiration Year:

INCORPORATORS

TAYLOR, DWAYNE

TAYLOR, DEBBIE

TAYLOR, DEBBIE

DIRECTORS

Date Election of Directors: 09/30/94

~~*TAYLOR, DEBBIE*~~ 6210 LOVINGTON HWY. HOBBS , NM 88240

~~*TAYLOR, DWAYNE*~~ 2100 N MCKINLEY HOBBS , NM 88240

NMPRC Corporation Information Inquiry

- [Follow this link to start a new search.](#)

ENVIRONMENTAL SPILL CONTROL, INC.

SCC Number: **1560572**
Tax & Revenue Number: **02162972002**
Incorporation Date: **MARCH 30, 1992, in NEW MEXICO**
Corporation Type: **DOMESTIC PROFIT**
Corporation Status: **INVOLVED IN A DISSOLUTION HEARING**
Good Standing: **Resignation Agent: TOMMY PARKER NOT IN GOOD STANDING**
Purpose: **REMEDICATION, CLEANING, RESTORATION OF ENVIRONMENT**

CORPORATION DATES

Taxable Year End Date: 03/31/98
Filing Date: //
Expiration Date:

SUPPLEMENTAL POST MARK DATES

Supplemental:
Name Change:
Purpose Change:

MAILING ADDRESS

P.O. BOX 5890 HOBBS, NEW MEXICO 88241

PRINCIPAL ADDRESS

1213 W. COUNTY RD. HOBBS NEW MEXICO 88240

PRINCIPAL ADDRESS (Outside New Mexico)

REGISTERED AGENT***TOMMY PARKER***

206 WEST SNYDER HOBBS NEW MEXICO 88240

Designation date: 05/15/96

Agent Post Mark Date:

Resignation date: 07/29/96

COOP LICENSE INFORMATION

Number:

Type:

Expiration Year:

INCORPORATORS***CURTIS, JAMES C.******SLAVENS, CHARLES E.******TAYLOR, DEBBIE******TAYLOR, DEBBIE***

DIRECTORS

Date Election of Directors: 04/11/94

CURTIS, JAMES 6210 LOVINGTON HWY HOBBS , NM 88240***SLAVENS, CHARLES E*** 6210 LOVINGTON HWY HOBBS , NM 88240**~~*TAYLOR, DWAYNE*~~** 6210 LOVINGTON HWY HOBBS , NM 88240

NMPRC Corporation Information Inquiry

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ALL STARS SPORTS & SPIRITS LIMITED LIABILITY COMPANY

SCC Number: **1862077**
Tax & Revenue Number:
Organization Date: **MAY 02, 1997, in NEW MEXICO**
Organization Type: **DOMESTIC LIMITED LIABILITY**
Organization Status: **EXEMPT**
Good Standing:
Purpose: **OPERATE A LIQUOR ESTABLISHMENT & SPORTS BAR**

ORGANIZATION DATES

Taxable Year End Date:
Filing Date: //
Expiration Date:

SUPPLEMENTAL POST MARK DATES

Supplemental:
Name Change:
Purpose Change:

MAILING ADDRESS

#7 REGENCY SQUARE HOBBS , NEW MEXICO 88240

PRINCIPAL ADDRESS

1406 E. BROADWAY HOBBS NEW MEXICO 88240

PRINCIPAL ADDRESS (Outside New Mexico)

REGISTERED AGENT

STEVE FOSTER

7 REGENCY SQUARE HOBBS NEW MEXICO 88240

Designation date: 05/02/97

Agent Post Mark Date:

Resignation date:

COOP LICENSE INFORMATION

Number:

Type:

Expiration Year:

ORGANIZERS

FOSTER, STEVE

FOSTER, CHERYL

DIRECTORS

Date Election of Directors:

FOSTER, CHERYL #7 REGENCY SQUARE HOBBS , NM 88240

~~*FOSTER, STEVE*~~ #7 REGENCY SQUARE HOBBS , NM 88240

NMPRC Corporation Information Inquiry

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TOMMY D. PARKER, P.C., ATTORNEY AT LAW

SCC Number: 1387141
Tax & Revenue Number: 02098480004
Incorporation Date: MARCH 23, 1988, in NEW MEXICO
Corporation Type: DOMESTIC PROFESSIONAL
Corporation Status: ACTIVE
Good Standing: In GOOD STANDING through 3/15/2004
Purpose: ATTORNEY AT LAW

CORPORATION DATES

Taxable Year End Date: 12/31/01
Filing Date: 01/26/02
Expiration Date:

SUPPLEMENTAL POST MARK DATES

Supplemental:
Name Change:
Purpose Change:

MAILING ADDRESS

PO BOX 1094 HOBBS , NEW MEXICO 88241

PRINCIPAL ADDRESS

206 WEST SNYDER HOBBS NEW MEXICO 88241

PRINCIPAL ADDRESS (Outside New Mexico)

REGISTERED AGENT

TOMMY D. PARKER

206 W. SYNDER ST. HOBBS NEW MEXICO 88240

Designation date: 01/26/02

Agent Post Mark Date:

Resignation date:

COOP LICENSE INFORMATION

Number:

Type:

Expiration Year:

OFFICERS

President **PARKER, TOMMY**

Vice President

Secretary **PARKER, BILLY**

Treasurer **PARKER, BILLY**

DIRECTORS

Date Election of Directors: 03/02/02

~~PARKER, TOMMY D.~~

NMPRC Corporation Information Inquiry

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-

HOBBS REPAIR SERVICE, INC.

SCC Number: **0955310**
Tax & Revenue Number: **01866870004**
Incorporation Date: **MARCH 16, 1978, in NEW MEXICO**
Corporation Type: **DOMESTIC PROFIT**
Corporation Status: **INACTIVE DUE TO VOLUNTARY DISSOLUTION**
Good Standing:
Purpose:

CORPORATION DATES

Taxable Year End Date: 10/31/94
Filing Date: //
Expiration Date:

SUPPLEMENTAL POST MARK DATES

Supplemental:
Name Change:
Purpose Change:

MAILING ADDRESS

PRINCIPAL ADDRESS

PRINCIPAL ADDRESS (Outside New Mexico)

REGISTERED AGENT

Designation date: 12/02/92

Agent Post Mark Date:

Resignation date:

COOP LICENSE INFORMATION

Number:

Type:

Expiration Year:

INCORPORATORS

DIRECTORS

Date Election of Directors: 04/01/87

~~EVANS, JAMES N~~ 2004 AVE. O EUNICE , NM 88231

EVANS, MERIAN 2006 AVENUE O EUNICE , NM 88231

NMPRC Corporation Information Inquiry

- [Follow this link to start a new search.](#)

MANAGEMENT SERVICES CORPORATION

SCC Number: **0928291**
Tax & Revenue Number:
Incorporation Date: **JULY 29, 1977, in NEW MEXICO**
Corporation Type: **DOMESTIC PROFIT**
Corporation Status: **MAINTAINS A TAX CLEARANCE**
Good Standing:
Purpose: **GAS PRODUCTIONS**

CORPORATION DATES

Taxable Year End Date: 12/31/80
Filing Date: //
Expiration Date:

SUPPLEMENTAL POST MARK DATES

Supplemental:
Name Change:
Purpose Change:

MAILING ADDRESS

PO BOX 206-EAST OF CITY ALBUQUEQUE , NEW MEXICO 88231

PRINCIPAL ADDRESS

PO BOX 206-EAST OF CITY ALBUQUEQUE NEW MEXICO 88231

PRINCIPAL ADDRESS (Outside New Mexico)

REGISTERED AGENT

DALLAS MCCASLAND

EAST OF CITY EUNICE NEW MEXICO 88231

Designation date: 03/14/84

Agent Post Mark Date:

Resignation date:

COOP LICENSE INFORMATION

Number:

Type:

Expiration Year:

INCORPORATORS

MCCASLAND, DALLAS

MCCASLAND, WILL

MCCASLAND, IRENE

MCCASLAND, IRENE

DIRECTORS

Date Election of Directors: 02/00/84

~~*MCCASLAND, DALLAS*~~ 1000 AVE. N EUNICE , NM 88231

MCCASLAND , IRENE 1000 AVE N EUNICE , NM 88231

MCCASLAND , WILL EAST OF CITY EUNICE , NM 88231



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

Lori Wrotenbery
Director
Oil Conservation Division

July 31, 2001

Mr. John Coy
2500 Ave "O"
Eunice, New Mexico 88231

RE: WATER WELL SAMPLE ANALYSES

Dear Mr. Coy:

Enclosed you will find a copy of the laboratory analytical results of the water samples that the New Mexico Oil Conservation Division (OCD) obtained from your water well in Eunice, New Mexico on March 20, 2001. The sample analyses did not detect any petroleum hydrocarbon contaminants in your well water. However, chloride was found to be present in the water at a concentration of 310 mg/l which is slightly in excess of the New Mexico Water Quality Control Commission (WQCC) drinking water standard of 250 mg/l. This contaminant may be due to oilfield-related contaminants that the OCD is investigating in the Eunice area. In addition, fluoride was found to be present in the water at a concentration of 3.2 mg/l which is in excess of the WQCC drinking water standard of 1.6 mg/l. Elevated levels of fluoride are naturally present in ground water in areas of southeastern New Mexico. Please contact the New Mexico Environment Department if you have questions regarding fluoride in ground water.

At the time of OCD's sampling, you stated that the water is not used for drinking water. Since these constituents are in excess of WQCC standards, the OCD recommends that you do not use this well as a source of drinking water. The OCD is continuing to work on the investigation of contamination in the Eunice area and will include the chloride contamination of your well in the site investigations.

Thank you for bringing this to our attention. If you have any questions regarding the laboratory analyses of your water or the Eunice investigations, please feel free to call me at (505) 476-3491.

Sincerely,

William C. Olson
Hydrologist
Environmental Bureau

Enclosure

xc w/enclosure: Chris Williams, OCD Hobbs District Supervisor
Martyne Kieling, OCD Environmental Bureau

TRACE ANALYSIS, INC.

6701 Aberdeen Avenue, Suite 9 Lubbock, Texas 79424 800•378•1296 806•794•1296 FAX 806•794•1298
155 McCutcheon, Suite H El Paso, Texas 79932 888•588•3443 915•585•3443 FAX 915•585•4944

E-Mail: lab@traceanalysis.com

Analytical and Quality Control Report

Bill Olson
OCD
1220 S. Saint Francis Dr.
Santa Fe, NM 87504

Project Number: John Cox
Project Name: N/A
Project Location: Water Well

RECEIVED

APR 24 2001

ENVIRONMENTAL BUREAU
OIL CONSERVATION DIVISION

Report Date: April 17, 2001

Order ID Number: A01032213

Enclosed are the Analytical Results and Quality Control Data Reports for the following samples submitted to Trace-Analysis, Inc.

Sample	Description	Matrix	Date Taken	Time Taken	Date Received
167356	0103201200	Water	3/20/01	12:00	3/22/01

These results represent only the samples received in the laboratory. The Quality Control Report is generated on a batch basis. All information contained in this report is for the analytical batch(es) in which your sample(s) were analyzed.

This report consists of a total of 15 pages and shall not be reproduced except in its entirety including the chain of custody (COC), without written approval of TraceAnalysis, Inc.



Dr. Blair Leftwich, Director

Analytical Report

Sample: 167356 - 0103201200

Analysis: 8260	Analytical Method: S 8260B	QC Batch: QC10004	Date Analyzed: 3/25/01
Analyst: JG	Preparation Method: E 5030B	Prep Batch: PB08593	Date Prepared: 3/25/01

Param	Flag	Result	Units	Dilution	RDL
Bromochloromethane		<1.00	µg/L	1	1
Dichlorodifluoromethane		<1.00	µg/L	1	1
Chloromethane (methyl chloride)		<1.00	µg/L	1	1
Vinyl Chloride		<1.00	µg/L	1	1
Bromomethane (methyl bromide)		<1.00	µg/L	1	1
Chloroethane		<1.00	µg/L	1	1
Trichlorofluoromethane		<1.00	µg/L	1	1
Acetone		<10.0	µg/L	1	10
Iodomethane (methyl iodide)		<1.00	µg/L	1	1
Carbon Disulfide		<1.00	µg/L	1	1
Acrylonitrile		<1.00	µg/L	1	1
2-Butanone (MEK)		<5.00	µg/L	1	5
4-methyl-2-pentanone (MIBK)		<5.00	µg/L	1	5
2-hexanone		<5.00	µg/L	1	5
trans 1,4-Dichloro-2-butene		<10.0	µg/L	1	10
1,1-Dichloroethene		<1.00	µg/L	1	1
Methylene chloride		<5.00	µg/L	1	5
MTBE		<1.00	µg/L	1	1
trans-1,2-Dichloroethene		<1.00	µg/L	1	1
1,1-Dichloroethane		<1.00	µg/L	1	1
cis-1,2-Dichloroethene		<1.00	µg/L	1	1
2,2-Dichloropropane		<1.00	µg/L	1	1
1,2-Dichloroethane (EDC)		<1.00	µg/L	1	1
Chloroform		<1.00	µg/L	1	1
1,1,1-Trichloroethane		<1.00	µg/L	1	1
1,1-Dichloropropene		<1.00	µg/L	1	1
Benzene		<1.00	µg/L	1	1
Carbon Tetrachloride		<1.00	µg/L	1	1
1,2-Dichloropropane		<1.00	µg/L	1	1
Trichloroethene (TCE)		<1.00	µg/L	1	1
Dibromomethane (methylene bromide)		<1.00	µg/L	1	1
Bromodichloromethane		<1.00	µg/L	1	1
2-Chloroethyl vinyl ether		<5.00	µg/L	1	5
cis-1,3-Dichloropropene		<1.00	µg/L	1	1
trans-1,3-Dichloropropene		<1.00	µg/L	1	1
Toluene		<1.00	µg/L	1	1
1,1,2-Trichloroethane		<1.00	µg/L	1	1
1,3-Dichloropropane		<1.00	µg/L	1	1
Dibromochloromethane		<1.00	µg/L	1	1
1,2-Dibromoethane (EDB)		<1.00	µg/L	1	1
Tetrachloroethene (PCE)		<1.00	µg/L	1	1
Chlorobenzene		<1.00	µg/L	1	1
1,1,1,2-Tetrachloroethane		<1.00	µg/L	1	1
Ethylbenzene		<1.00	µg/L	1	1
m,p-Xylene		<1.00	µg/L	1	1
Bromoform		<1.00	µg/L	1	1
Styrene		<1.00	µg/L	1	1
o-Xylene		<1.00	µg/L	1	1

Continued ...

... Continued Sample: 167356 Analysis: 8260

Param	Flag	Result	Units	Dilution	RDL
1,1,2,2-Tetrachloroethane		<1.00	µg/L	1	1
2-Chlorotoluene		<1.00	µg/L	1	1
1,2,3-Trichloropropane		<1.00	µg/L	1	1
Isopropylbenzene		<1.00	µg/L	1	1
Bromobenzene		<1.00	µg/L	1	1
n-Propylbenzene		<1.00	µg/L	1	1
1,3,5-Trimethylbenzene		<1.00	µg/L	1	1
tert-Butylbenzene		<1.00	µg/L	1	1
1,2,4-Trimethylbenzene		<1.00	µg/L	1	1
1,4-Dichlorobenzene (para)		<1.00	µg/L	1	1
sec-Butylbenzene		<1.00	µg/L	1	1
1,3-Dichlorobenzene		<1.00	µg/L	1	1
p-Isopropyltoluene		<1.00	µg/L	1	1
4-Chlorotoluene		<1.00	µg/L	1	1
1,2-Dichlorobenzene (ortho)		<1.00	µg/L	1	1
n-Butylbenzene		<1.00	µg/L	1	1
1,2-Dibromo-3-chloropropane		<5.00	µg/L	1	5
1,2,3-Trichlorobenzene		<5.00	µg/L	1	5
1,2,4-Trichlorobenzene		<5.00	µg/L	1	5
Naphthalene		<5.00	µg/L	1	5
Hexachlorobutadiene		<5.00	µg/L	1	5

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
Dibromofluoromethane		45.94	µg/L	1	50	91	80 - 120
Toluene-d8		50.72	µg/L	1	50	101	80 - 120
4-Bromofluorobenzene		42.94	µg/L	1	50	85	80 - 120

Sample: 167356 - 0103201200

Analysis: Alkalinity Analytical Method: E 310.1 QC Batch: QC10095 Date Analyzed: 3/29/01
Analyst: RS Preparation Method: N/A Prep Batch: PB08682 Date Prepared: 3/29/01

Param	Flag	Result	Units	Dilution	RDL
Hydroxide Alkalinity		<1.0	mg/L as CaCo3	1	1
Carbonate Alkalinity		<1.0	mg/L as CaCo3	1	1
Bicarbonate Alkalinity		166	mg/L as CaCo3	1	1
Total Alkalinity		166	mg/L as CaCo3	1	1

Sample: 167356 - 0103201200

Analysis: Conductivity Analytical Method: SM 2510B QC Batch: QC10021 Date Analyzed: 3/27/01
Analyst: JS Preparation Method: N/A Prep Batch: PB08610 Date Prepared: 3/27/01

Param	Flag	Result	Units	Dilution	RDL
Specific Conductance		1500	µMHOS/cm	1	

Sample: 167356 - 0103201200

Analysis: Hg, Total Analytical Method: E 245.2 QC Batch: QC09995 Date Analyzed: 3/26/01
Analyst: SSC Preparation Method: N/A Prep Batch: PB08585 Date Prepared: 3/22/01

Param	Flag	Result	Units	Dilution	RDL
Total Mercury		<0.0002	mg/L	1	0.0002

Sample: 167356 - 0103201200

Analysis: Ion Chromatography (IC) Analytical Method: E 300.0 QC Batch: QC09959 Date Analyzed: 3/22/01
 Analyst: JS Preparation Method: N/A Prep Batch: PB08556 Date Prepared: 3/22/01

Param	Flag	Result	Units	Dilution	RDL
CL		310	mg/L	10	0.50
Fluoride		3.2	mg/L	5	0.20
Nitrate-N	1	2.4	mg/L	5	0.20
Sulfate		160	mg/L	5	0.50

Sample: 167356 - 0103201200

Analysis: Salts Analytical Method: E 200.7 QC Batch: QC10033 Date Analyzed: 3/27/01
 Analyst: LDB Preparation Method: E 3005 A Prep Batch: PB08572 Date Prepared: 3/27/01

Param	Flag	Result	Units	Dilution	RDL
Dissolved Calcium		122	mg/L	1	5
Dissolved Magnesium		60.5	mg/L	1	5
Dissolved Potassium		9.94	mg/L	1	5
Dissolved Sodium		111	mg/L	1	5

Sample: 167356 - 0103201200

Analysis: TDS Analytical Method: E 160.1 QC Batch: QC10043 Date Analyzed: 3/27/01
 Analyst: JS Preparation Method: N/A Prep Batch: PB08634 Date Prepared: 3/27/01

Param	Flag	Result	Units	Dilution	RDL
Total Dissolved Solids		730	mg/L	2	10

Sample: 167356 - 0103201200

Analysis: Total Metals Analytical Method: 200.7 QC Batch: QC10220 Date Analyzed: 4/4/01
 Analyst: RR Preparation Method: E 3010A Prep Batch: PB08598 Date Prepared: 3/27/01

Param	Flag	Result	Units	Dilution	RDL
Total Aluminum		<0.5	mg/L	1	0.50
Total Arsenic		0.0142	mg/L	1	0.01
Total Barium		0.0716	mg/L	1	0.01
Total Boron		<0.5	mg/L	1	0.50
Total Cadmium		<0.002	mg/L	1	0.002
Total Chromium		<0.005	mg/L	1	0.005
Total Cobalt		<0.01	mg/L	1	0.01
Total Copper		<0.01	mg/L	1	0.01
Total Iron		< 0.5	mg/L	1	0.50
Total Lead		<0.01	mg/L	1	0.01
Total Manganese		<0.001	mg/L	1	0.001
Total Molybdenum		0.007	mg/L	1	0.002

Continued ...

¹Sample out of hold time for NO3.

... Continued Sample: 167356 Analysis: Total Metals

Param	Flag	Result	Units	Dilution	RDL
Total Nickel		<0.01	mg/L	1	0.01
Total Selenium		0.0139	mg/L	1	0.01
Total Silver		<0.01	mg/L	1	0.01
Total Zinc		<0.01	mg/L	1	0.01

Sample: 167356 - 0103201200

Analysis: pH Analytical Method: E 150.1 QC Batch: QC10059 Date Analyzed: 3/22/01
Analyst: RS Preparation Method: N/A Prep Batch: PB08643 Date Prepared: 3/22/01

Param	Flag	Result	Units	Dilution	RDL
pH	²	7.7	s.u.	1	1

²Sample run out of holding time

Quality Control Report Method Blank

Method Blank QCBatch: QC09959

Param	Flag	Results	Units	Reporting Limit
CL		<0.5	mg/L	0.50
Fluoride		<0.2	mg/L	0.20
Nitrate-N		<0.2	mg/L	0.20
Sulfate		<0.5	mg/L	0.50

Method Blank QCBatch: QC09995

Param	Flag	Results	Units	Reporting Limit
Total Mercury		<0.0002	mg/L	0.0002

Method Blank QCBatch: QC10004

Param	Flag	Results	Units	Reporting Limit
Bromochloromethane		<1.00	µg/L	1
Dichlorodifluoromethane		<1.00	µg/L	1
Chloromethane (methyl chloride)		<1.00	µg/L	1
Vinyl Chloride		<1.00	µg/L	1
Bromomethane (methyl bromide)		<1.00	µg/L	1
Chloroethane		<1.00	µg/L	1
Trichlorofluoromethane		<1.00	µg/L	1
Acetone		<10.0	µg/L	10
Iodomethane (methyl iodide)		<1.00	µg/L	1
Carbon Disulfide		<1.00	µg/L	1
Acrylonitrile		<1.00	µg/L	1
2-Butanone (MEK)		<5.00	µg/L	5
4-methyl-2-pentanone (MIBK)		<5.00	µg/L	5
2-hexanone		<5.00	µg/L	5
trans 1,4-Dichloro-2-butene		<10.0	µg/L	10
1,1-Dichloroethene		<1.00	µg/L	1
Methylene chloride		<5.00	µg/L	5
MTBE		<1.00	µg/L	1
trans-1,2-Dichloroethene		<1.00	µg/L	1
1,1-Dichloroethane		<1.00	µg/L	1
cis-1,2-Dichloroethene		<1.00	µg/L	1
2,2-Dichloropropane		<1.00	µg/L	1
1,2-Dichloroethane (EDC)		<1.00	µg/L	1
Chloroform		<1.00	µg/L	1
1,1,1-Trichloroethane		<1.00	µg/L	1
1,1-Dichloropropene		<1.00	µg/L	1
Benzene		<1.00	µg/L	1
Carbon Tetrachloride		<1.00	µg/L	1

Continued ...

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Param	Flag	Results	Units	Reporting Limit
1,2-Dichloropropane		<1.00	µg/L	1
Trichloroethene (TCE)		<1.00	µg/L	1
Dibromomethane (methylene bromide)		<1.00	µg/L	1
Bromodichloromethane		<1.00	µg/L	1
2-Chloroethyl vinyl ether		<5.00	µg/L	5
cis-1,3-Dichloropropene		<1.00	µg/L	1
trans-1,3-Dichloropropene		<1.00	µg/L	1
Toluene		<1.00	µg/L	1
1,1,2-Trichloroethane		<1.00	µg/L	1
1,3-Dichloropropane		<1.00	µg/L	1
Dibromochloromethane		<1.00	µg/L	1
1,2-Dibromoethane (EDB)		<1.00	µg/L	1
Tetrachloroethene (PCE)		<1.00	µg/L	1
Chlorobenzene		<1.00	µg/L	1
1,1,1,2-Tetrachloroethane		<1.00	µg/L	1
Ethylbenzene		<1.00	µg/L	1
m,p-Xylene		<1.00	µg/L	1
Bromoform		<1.00	µg/L	1
Styrene		<1.00	µg/L	1
o-Xylene		<1.00	µg/L	1
1,1,2,2-Tetrachloroethane		<1.00	µg/L	1
2-Chlorotoluene		<1.00	µg/L	1
1,2,3-Trichloropropane		<1.00	µg/L	1
Isopropylbenzene		<1.00	µg/L	1
Bromobenzene		<1.00	µg/L	1
n-Propylbenzene		<1.00	µg/L	1
1,3,5-Trimethylbenzene		<1.00	µg/L	1
tert-Butylbenzene		<1.00	µg/L	1
1,2,4-Trimethylbenzene		<1.00	µg/L	1
1,4-Dichlorobenzene (para)		<1.00	µg/L	1
sec-Butylbenzene		<1.00	µg/L	1
1,3-Dichlorobenzene		<1.00	µg/L	1
p-Isopropyltoluene		<1.00	µg/L	1
4-Chlorotoluene		<1.00	µg/L	1
1,2-Dichlorobenzene (ortho)		<1.00	µg/L	1
n-Butylbenzene		<1.00	µg/L	1
1,2-Dibromo-3-chloropropane		<5.00	µg/L	5
1,2,3-Trichlorobenzene		<5.00	µg/L	5
1,2,4-Trichlorobenzene		<5.00	µg/L	5
Naphthalene		<5.00	µg/L	5
Hexachlorobutadiene		<5.00	µg/L	5

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
Dibromofluoromethane		45.05	µg/L	1	50	90	80 - 120
Toluene-d8		50.25	µg/L	1	50	100	80 - 120
4-Bromofluorobenzene		42.28	µg/L	1	50	84	80 - 120

Method Blank

QCBatch: QC10021

Param	Flag	Results	Units	Reporting Limit
Specific Conductance		7.3	μMHOS/cm	

Method Blank QCBatch: QC10033

Param	Flag	Results	Units	Reporting Limit
Dissolved Calcium		<5.0	mg/L	5
Dissolved Magnesium		<5.0	mg/L	5
Dissolved Potassium		<5.0	mg/L	5
Dissolved Sodium		<5.0	mg/L	5

Method Blank QCBatch: QC10043

Param	Flag	Results	Units	Reporting Limit
Total Dissolved Solids		<10	mg/L	10

Method Blank QCBatch: QC10095

Param	Flag	Results	Units	Reporting Limit
Hydroxide Alkalinity		<1.0	mg/L as CaCo3	1
Carbonate Alkalinity		<1.0	mg/L as CaCo3	1
Bicarbonate Alkalinity		<4.0	mg/L as CaCo3	1
Total Alkalinity		<4.0	mg/L as CaCo3	1

Method Blank QCBatch: QC10220

Param	Flag	Results	Units	Reporting Limit
Total Aluminum		<0.5	mg/L	0.50
Total Arsenic		<0.01	mg/L	0.01
Total Barium		<0.01	mg/L	0.01
Total Boron		<0.5	mg/L	0.50
Total Cadmium		<0.002	mg/L	0.002
Total Chromium		<0.005	mg/L	0.005
Total Cobalt		<0.01	mg/L	0.01
Total Copper		<0.01	mg/L	0.01
Total Iron		< 0.5	mg/L	0.50
Total Lead		<0.01	mg/L	0.01
Total Manganese		0.00228	mg/L	0.001
Total Molybdenum		<0.002	mg/L	0.002
Total Nickel		<0.01	mg/L	0.01
Total Selenium		<0.01	mg/L	0.01
Total Silver		<0.01	mg/L	0.01
Total Zinc		<0.01	mg/L	0.01

Quality Control Report Duplicate Samples

Duplicate QCBatch: QC10021

Param	Flag	Duplicate Result	Sample Result	Units	Dilution	RPD	RPD Limit
Specific Conductance		1462	1500	μMHOS/cm	1	2	4.6

Duplicate QCBatch: QC10043

Param	Flag	Duplicate Result	Sample Result	Units	Dilution	RPD	RPD Limit
Total Dissolved Solids		2714	<10	mg/L	1	0	14
Total Dissolved Solids		2714	2700	mg/L	1	0	14

Duplicate QCBatch: QC10059

Param	Flag	Duplicate Result	Sample Result	Units	Dilution	RPD	RPD Limit
pH		7.8	7.8	s.u.	1	0	0.99

Duplicate QCBatch: QC10095

Param	Flag	Duplicate Result	Sample Result	Units	Dilution	RPD	RPD Limit
Hydroxide Alkalinity		<1.0	<1.0	mg/L as CaCo3	1	0	7
Carbonate Alkalinity		<1.0	<1.0	mg/L as CaCo3	1	0	7
Bicarbonate Alkalinity		224	220	mg/L as CaCo3	1	1	7
Total Alkalinity		224	220	mg/L as CaCo3	1	1	7

Quality Control Report Lab Control Spikes and Duplicate Spikes

Laboratory Control Spikes QCBatch: QC09959

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
CL	11.57	11.59	mg/L	1	12.50	<0.5	92	0	90 - 110	20
Sulfate	11.74	11.79	mg/L	1	12.50	<0.5	93	0	90 - 110	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Laboratory Control Spikes QCBatch: QC09995

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Total Mercury	0.00111	0.00105	mg/L	1	0.001	<0.0002	111	5	84 - 125	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Laboratory Control Spikes QCBatch: QC10004

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
1,1-Dichloroethene	102	109	µg/L	1	100	<1.00	102	6	71 - 132	20
Benzene	101	104	µg/L	1	100	<1.00	101	2	81 - 114	20
Trichloroethene (TCE)	90	92	µg/L	1	100	<1.00	90	2	79 - 111	20
Toluene	99	102	µg/L	1	100	<1.00	99	2	81 - 110	20
Chlorobenzene	96	99	µg/L	1	100	<1.00	96	3	88 - 112	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Surrogate	LCS Result	LCSD Result	Units	Dilution	Spike Amount	LCS % Rec	LCSD % Rec	Recovery Limits
Dibromofluoromethane	46.34	46.45	µg/L	1	50	92	92	80 - 120
Toluene-d8	50.16	50.33	µg/L	1	50	100	100	80 - 120
4-Bromofluorobenzene	44.75	44.37	µg/L	1	50	89	88	80 - 120

Laboratory Control Spikes QCBatch: QC10033

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Dissolved Calcium	1093	1106	mg/L	1	1000	<5.0	109	1	75 - 125	20
Dissolved Magnesium	1055	1074	mg/L	1	1000	<5.0	105	1	75 - 125	20
Dissolved Potassium	1011	1026	mg/L	1	1000	<5.0	101	1	75 - 125	20
Dissolved Sodium	1067	1084	mg/L	1	1000	<5.0	106	1	75 - 125	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Quality Control Report Matrix Spikes and Duplicate Spikes

Matrix Spikes QCBatch: QC09959

Param	MS Result	MSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
CL	³ 828.65	838.5	mg/L	1	625		94	1	52 - 131	20
CL	⁴ 828.65	838.5	mg/L	1	625	240	94	1	52 - 131	20
Fluoride	131.50	125.33	mg/L	1	125		94	5	80 - 113	20
Nitrate-N	126.42	127.05	mg/L	1	125		89	0	86 - 110	20
Sulfate	2145.62	2158.31	mg/L	1	625		87	2	71 - 121	20
Sulfate	2145.62	2158.31	mg/L	1	625	1600	87	2	71 - 121	20

³1 spiked the *50 dilution for 167359, but reported the *10 dilution. The correct %EA = 89.

⁴1 spiked the *50 dilution for 167359, but reported the *10 dilution. The correct %EA = 89.

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Matrix Spikes QCBatch: QC09995

Param	MS Result	MSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Total Mercury	0.00104	0.00098	mg/L	1	0.001	<0.0002	104	5	84 - 127	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Matrix Spikes QCBatch: QC10033

Param	MS Result	MSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Dissolved Calcium	1190	1306	mg/L	1	1000	190	100	10	75 - 125	20
Dissolved Magnesium	1288	1406	mg/L	1	1000	322	96	11	75 - 125	20
Dissolved Potassium	1000	1086	mg/L	1	1000	41.1	95	8	75 - 125	20
Dissolved Sodium	1260	1346	mg/L	1	1000	326	93	8	75 - 125	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Quality Control Report Continuing Calibration Verification Standards

CCV (1) QCBatch: QC09959

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Bromide		mg/L	2.50	2.27	90	90 - 110	3/22/01
CL		mg/L	12.50	11.69	93	90 - 110	3/22/01
Sulfate		mg/L	12.50	11.95	95	90 - 110	3/22/01

ICV (1) QCBatch: QC09959

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Bromide		mg/L	2.50	2.33	93	90 - 110	3/22/01
CL		mg/L	12.50	11.57	92	90 - 110	3/22/01
Sulfate		mg/L	12.50	11.81	94	90 - 110	3/22/01

CCV (1) QCBatch: QC09995

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Total Mercury		mg/L	0.001	0.00098	98	80 - 120	3/26/01

ICV (1) QCBatch: QC09995

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Total Mercury		mg/L	0.001	0.00106	106	80 - 120	3/26/01

CCV (1) QCBatch: QC10004

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Vinyl Chloride		µg/L	100	103	103	80 - 120	3/25/01
1,1-Dichloroethene		µg/L	100	114	114	80 - 120	3/25/01
Chloroform		µg/L	100	99	99	80 - 120	3/25/01
1,2-Dichloropropane		µg/L	100	102	102	80 - 120	3/25/01
Toluene		µg/L	100	100	100	80 - 120	3/25/01
Chlorobenzene		µg/L	100	99	99	80 - 120	3/25/01
Ethylbenzene		µg/L	100	98	98	80 - 120	3/25/01
Dibromofluoromethane		µg/L	50	45.99	91	80 - 120	3/25/01
Toluene-d8		µg/L	50	49.96	99	80 - 120	3/25/01
4-Bromofluorobenzene		µg/L	50	48.84	97	80 - 120	3/25/01

CCV (1) QCBatch: QC10021

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Specific Conductance		µMHOS/cm	1413	1370	96	90 - 110	3/27/01

ICV (1) QCBatch: QC10021

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Specific Conductance		µMHOS/cm	1413	1387	98	90 - 110	3/27/01

CCV (1) QCBatch: QC10033

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Dissolved Calcium		mg/L	25	27.1	108	90 - 110	3/27/01
Dissolved Magnesium		mg/L	25	25.4	101	90 - 110	3/27/01
Dissolved Potassium		mg/L	25	23.4	93	90 - 110	3/27/01
Dissolved Sodium		mg/L	25	25.0	100	90 - 110	3/27/01

ICV (1) QCBatch: QC10033

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Dissolved Calcium		mg/L	25	25.8	103	95 - 105	3/27/01
Dissolved Magnesium		mg/L	25	25.6	102	95 - 105	3/27/01
Dissolved Potassium		mg/L	25	23.8	95	95 - 105	3/27/01
Dissolved Sodium		mg/L	25	24.9	99	95 - 105	3/27/01

CCV (1) QCBatch: QC10043

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Total Dissolved Solids		mg/L	1000	919	91	90 - 110	3/27/01

ICV (1) QCBatch: QC10043

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Total Dissolved Solids		mg/L	1000	915	91	90 - 110	3/27/01

CCV (1) QCBatch: QC10059

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
pH		s.u.	7	7.1	101	-0.1 s.u. - +0.1 s.u.	3/22/01

ICV (1) QCBatch: QC10059

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
pH		s.u.	7	7.1	101	-0.1 s.u. - +0.1 s.u.	3/22/01

CCV (1) QCBatch: QC10095

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Hydroxide Alkalinity		mg/L as CaCo3	0	<1.0	0	90 - 110	3/29/01
Carbonate Alkalinity		mg/L as CaCo3	0	228	0	90 - 110	3/29/01
Bicarbonate Alkalinity		mg/L as CaCo3	0	8.0	0	90 - 110	3/29/01
Total Alkalinity		mg/L as CaCo3	250	236	94	90 - 110	3/29/01

ICV (1) QCBatch: QC10095

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Hydroxide Alkalinity		mg/L as CaCo3	0	<1.0	0	90 - 110	3/29/01
Carbonate Alkalinity		mg/L as CaCo3	0	232	0	90 - 110	3/29/01
Bicarbonate Alkalinity		mg/L as CaCo3	0	8.0	0	90 - 110	3/29/01
Total Alkalinity		mg/L as CaCo3	250	240	96	90 - 110	3/29/01

CCV (1) QCBatch: QC10220

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Total Aluminum		mg/L	0.80	0.806	100	95 - 105	4/4/01
Total Arsenic		mg/L	0.40	0.423	105	95 - 105	4/4/01
Total Barium		mg/L	0.80	0.75	93	95 - 105	4/4/01
Total Boron		mg/L	0.50	<0.5	0	95 - 105	4/4/01
Total Cadmium		mg/L	0.20	0.186	93	95 - 105	4/4/01
Total Chromium		mg/L	0.08	0.0752	94	95 - 105	4/4/01
Total Cobalt		mg/L	0.20	0.19	95	95 - 105	4/4/01
Total Copper		mg/L	0.10	0.247	247	95 - 105	4/4/01
Total Iron		mg/L	0.40	0.372	-13	95 - 105	4/4/01
Total Lead		mg/L	0.40	0.375	93	95 - 105	4/4/01
Total Manganese		mg/L	0.20	0.186	91	95 - 105	4/4/01
Total Nickel		mg/L	0.20	0.193	96	95 - 105	4/4/01
Total Selenium		mg/L	0.40	0.384	96	95 - 105	4/4/01
Total Silica		mg/L	5	<0.5	0	95 - 105	4/4/01
Total Silver		mg/L	0.10	0.0957	95	95 - 105	4/4/01
Total Zinc		mg/L	0.20	0.184	92	95 - 105	4/4/01

ICV (1) QCBatch: QC10220

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Total Aluminum		mg/L	0.80	0.806	100	95 - 105	4/4/01
Total Arsenic		mg/L	0.40	0.414	103	95 - 105	4/4/01
Total Barium		mg/L	0.80	0.785	98	95 - 105	4/4/01

Continued ...

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Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Total Boron		mg/L	0.50	<0.5	0	95 - 105	4/4/01
Total Cadmium		mg/L	0.20	0.199	99	95 - 105	4/4/01
Total Chromium		mg/L	0.08	0.0797	99	95 - 105	4/4/01
Total Cobalt		mg/L	0.20	0.197	98	95 - 105	4/4/01
Total Copper		mg/L	0.10	0.248	248	95 - 105	4/4/01
Total Iron		mg/L	0.40	0.396	-7	95 - 105	4/4/01
Total Lead		mg/L	0.40	0.392	98	95 - 105	4/4/01
Total Manganese		mg/L	0.20	0.198	97	95 - 105	4/4/01
Total Nickel		mg/L	0.20	0.2	100	95 - 105	4/4/01
Total Selenium		mg/L	0.40	0.399	99	95 - 105	4/4/01
Total Silica		mg/L	5	<0.5	0	95 - 105	4/4/01
Total Silver		mg/L	0.10	0.0987	98	95 - 105	4/4/01
Total Zinc		mg/L	0.20	0.202	101	95 - 105	4/4/01

Summary Report

Bill Olson
OCD
1220 S. Saint Francis Dr.
Santa Fe, NM 87504

Report Date: April 17, 2001

Order ID Number: A01032213

Project Number: John Cox
Project Name: N/A
Project Location: Water Well

Sample	Description	Matrix	Date Taken	Time Taken	Date Received
167356	0103201200	Water	3/20/01	12:00	3/22/01

This report consists of a total of 3 page(s) and is intended only as a summary of results for the sample(s) listed above.

Sample: 167356 - 0103201200

Param	Flag	Result	Units
8260			
Bromochloromethane		<1.00	µg/L
Dichlorodifluoromethane		<1.00	µg/L
Chloromethane (methyl chloride)		<1.00	µg/L
Vinyl Chloride		<1.00	µg/L
Bromomethane (methyl bromide)		<1.00	µg/L
Chloroethane		<1.00	µg/L
Trichlorofluoromethane		<1.00	µg/L
Acetone		<10.0	µg/L
Iodomethane (methyl iodide)		<1.00	µg/L
Carbon Disulfide		<1.00	µg/L
Acrylonitrile		<1.00	µg/L
2-Butanone (MEK)		<5.00	µg/L
4-methyl-2-pentanone (MIBK)		<5.00	µg/L
2-hexanone		<5.00	µg/L
trans 1,4-Dichloro-2-butene		<10.0	µg/L
1,1-Dichloroethene		<1.00	µg/L
Methylene chloride		<5.00	µg/L
MTBE		<1.00	µg/L
trans-1,2-Dichloroethene		<1.00	µg/L
1,1-Dichloroethane		<1.00	µg/L
cis-1,2-Dichloroethene		<1.00	µg/L
2,2-Dichloropropane		<1.00	µg/L
1,2-Dichloroethane (EDC)		<1.00	µg/L
Chloroform		<1.00	µg/L
1,1,1-Trichloroethane		<1.00	µg/L
1,1-Dichloropropene		<1.00	µg/L
Benzene		<1.00	µg/L
Carbon Tetrachloride		<1.00	µg/L
1,2-Dichloropropane		<1.00	µg/L
Trichloroethene (TCE)		<1.00	µg/L

Continued on next page ...

This is only a summary. Please, refer to the complete report package for quality control data.

Sample 167356 continued ...

Param	Flag	Result	Units
Dibromomethane (methylene bromide)		<1.00	µg/L
Bromodichloromethane		<1.00	µg/L
2-Chloroethyl vinyl ether		<5.00	µg/L
cis-1,3-Dichloropropene		<1.00	µg/L
trans-1,3-Dichloropropene		<1.00	µg/L
Toluene		<1.00	µg/L
1,1,2-Trichloroethane		<1.00	µg/L
1,3-Dichloropropane		<1.00	µg/L
Dibromochloromethane		<1.00	µg/L
1,2-Dibromoethane (EDB)		<1.00	µg/L
Tetrachloroethene (PCE)		<1.00	µg/L
Chlorobenzene		<1.00	µg/L
1,1,1,2-Tetrachloroethane		<1.00	µg/L
Ethylbenzene		<1.00	µg/L
m,p-Xylene		<1.00	µg/L
Bromoform		<1.00	µg/L
Styrene		<1.00	µg/L
o-Xylene		<1.00	µg/L
1,1,2,2-Tetrachloroethane		<1.00	µg/L
2-Chlorotoluene		<1.00	µg/L
1,2,3-Trichloropropane		<1.00	µg/L
Isopropylbenzene		<1.00	µg/L
Bromobenzene		<1.00	µg/L
n-Propylbenzene		<1.00	µg/L
1,3,5-Trimethylbenzene		<1.00	µg/L
tert-Butylbenzene		<1.00	µg/L
1,2,4-Trimethylbenzene		<1.00	µg/L
1,4-Dichlorobenzene (para)		<1.00	µg/L
sec-Butylbenzene		<1.00	µg/L
1,3-Dichlorobenzene		<1.00	µg/L
p-Isopropyltoluene		<1.00	µg/L
4-Chlorotoluene		<1.00	µg/L
1,2-Dichlorobenzene (ortho)		<1.00	µg/L
n-Butylbenzene		<1.00	µg/L
1,2-Dibromo-3-chloropropane		<5.00	µg/L
1,2,3-Trichlorobenzene		<5.00	µg/L
1,2,4-Trichlorobenzene		<5.00	µg/L
Naphthalene		<5.00	µg/L
Hexachlorobutadiene		<5.00	µg/L
Alkalinity			
Hydroxide Alkalinity		<1.0	mg/L as CaCo3
Carbonate Alkalinity		<1.0	mg/L as CaCo3
Bicarbonate Alkalinity		166	mg/L as CaCo3
Total Alkalinity		166	mg/L as CaCo3
Specific Conductance		1500	µMHOS/cm
Total Mercury		<0.0002	mg/L
Ion Chromatography (IC)			
CL		310	mg/L
Fluoride		3.2	mg/L
Nitrate-N	1	2.4	mg/L

Continued on next page ...

¹Sample out of hold time for NO3.

This is only a summary. Please, refer to the complete report package for quality control data.

Sample 167356 continued ...

Param	Flag	Result	Units
Sulfate		160	mg/L
Salts			
Dissolved Calcium		122	mg/L
Dissolved Magnesium		60.5	mg/L
Dissolved Potassium		9.94	mg/L
Dissolved Sodium		111	mg/L
Total Dissolved Solids		730	mg/L
Total Metals			
Total Aluminum		<0.5	mg/L
Total Arsenic		0.0142	mg/L
Total Barium		0.0716	mg/L
Total Boron		<0.5	mg/L
Total Cadmium		<0.002	mg/L
Total Chromium		<0.005	mg/L
Total Cobalt		<0.01	mg/L
Total Copper		<0.01	mg/L
Total Iron		< 0.5	mg/L
Total Lead		<0.01	mg/L
Total Manganese		<0.001	mg/L
Total Molybdenum		0.007	mg/L
Total Nickel		<0.01	mg/L
Total Selenium		0.0139	mg/L
Total Silver		<0.01	mg/L
Total Zinc		<0.01	mg/L
pH	2	7.7	s.u.

²Sample run out of holding time

This is only a summary. Please, refer to the complete report package for quality control data.

6701 Aberdeen Avenue, Ste. 9
Lubbock, Texas 79424
Tel (806) 794-1296
Fax (806) 794-1298
1 (800) 378-1296

TraceAnalysis, Inc.

4725 Ripley Dr., Ste A
El Paso, Texas 79922-1028
Tel (915) 585-3443
Fax (915) 585-4944
1 (888) 588-3443

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID # **A01032213**

Company Name: **NM Oil Conservation Division** Phone #: **(505) 476-3491**
Address: **1220 St. Francis Dr., Santa Fe, NM 87505** Fax #: **(505) 476-3462**
Contact Person: **Bill Olson**

Invoice to: (If different from above)
Project #: **John Cox**
Project Name: **Water Well**
Project Location: **Water Well**
Sampler Signature: *[Signature]*

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX				PRESERVATIVE METHOD						SAMPLING		
				WATER	SOIL	AIR	SLUDGE	HCL	NaHSO ₄	HNO ₃	NaHSO ₄	NaOH	ICE	NONE	DATE	TIME
167356	0103201200	2	40ml	✓				✓							3/20/01	1200
	0103201200	1	1 liter	✓											3/20/01	1200
	0103201200	1	500ml	✓											3/20/01	1200

Relinquished by: *[Signature]* Date: 3/21/01 Time: 1000 hrs
 Received by: _____ Date: _____ Time: _____

Relinquished by: _____ Date: _____ Time: _____
 Received by: _____ Date: _____ Time: _____

Relinquished by: _____ Date: _____ Time: _____
 Received at Laboratory by: *[Signature]* Date: 3-22-01 Time: 10:00 AM

ANALYSIS REQUEST

(Circle or Specify Method No.)

MTBE 8021B/602	
BTEX 8021B/602	
TPH 418.1TX1005	
PAH 8270C	
Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7	
TCLP Metals Ag As Ba Cd Cr Pb Se Hg	
TCLP Volatiles	
TCLP Semi Volatiles	
TCLP Pesticides	
RCI	
GC-MS Vol. 8260B/624	
GC/MS Semi. Vol. 8270C/625	
PCB's 8082/608	
Pesticides 8081A/608	
BOD, TSS, pH	
8021 Fall TCL Site (Normalic # H10)	✓
Gen Chem (OCD contract # 24)	✓
Metals (OCD contract item # 23)	✓
Turn Around Time if different from standard	
Hold	

LAB USE ONLY

Intact: Y N
 Headspace: Y / N
 Temp: 3°
 Log-in Review: *[Signature]*

REMARKS:

Carrier # **TMM40** **902565-514**

Submittal of samples constitutes agreement to Terms and Conditions listed on reverse side of C.O.C.

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