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

State of New Mexico
Energy Minerals and Natural Resources

Oil Conservation Division
1220 South St. Francis Dr.
Santa Fe, NM 87505

Form C-144
June 1, 2004

For drilling and production facilities, submit to appropriate NMOCD District Office.
For downstream facilities, submit to Santa Fe office

Pit or Below-Grade Tank Registration or Closure

Is pit or below-grade tank covered by a "general plan"? Yes ☒ No ☐
Type of action: Registration of a pit or below-grade tank ☐ Closure of a pit or below-grade tank ☒

Operator: XTO ENERGY INC. Telephone: (505)-324-1090 e-mail address
Address 2700 FARMINGTON AVE., BLDG. K, SUITE 1, FARMINGTON, NM 87401
Facility or well name: DAY J. F. E #1E API #: 30-045- 25615 U/L or Qtr/Qtr E Sec 17 T 28N R 10W
County: SAN JUAN Latitude 36.46279 Longitude 107.36171 NAD: 1927 ☐ 1983 ☒ Surface Owner Federal ☒ State ☐ Private ☐ Indian ☐

Pit Type: Drilling ☐ Production ☐ Disposal ☒ SEPARATOR Workover ☐ Emergency ☐ Lined ☐ Unlined ☒ Liner type: Synthetic ☐ Thickness _____mil Clay ☐ Pit Volume _____bbl	**Below-grade tank** Volume: _____bbl Type of fluid: Construction material: N/A Double-walled, with leak detection? Yes ☐ If not, explain why not.	
Depth to ground water (vertical distance from bottom of pit to seasonal high water elevation of ground water.)	Less than 50 feet 50 feet or more, but less than 100 feet 100 feet or more	(20 points) (10 points) (0 points) **0**
Wellhead protection area: (Less than 200 feet from a private domestic water source, or less than 1000 feet from all other water sources.)	Yes No	(20 points) (0 points) **0**
Distance to surface water: (horizontal distance to all wetlands, playas, irrigation canals, ditches, and perennial and ephemeral watercourses.)	Less than 200 feet 200 feet or more, but less than 1000 feet 1000 feet or more	(20 points) (10 points) (0 points) **0**
	Ranking Score (Total Points)	**0**

RECEIVED
APR 2007
OIL CONS. DIV. DIST. 3

If this is a pit closure: (1) attach a diagram of the facility showing the pit's relationship to other equipment and tanks. (2) Indicate disposal location: (check the onsite box if your are burying in place) onsite ☒ offsite ☐ If offsite, name of facility_____. (3) Attach a general description of remedial action taken including remediation start date and end date. (4) Groundwater encountered: No ☒ Yes ☐ If yes, show depth below ground surface _____ft. and attach sample results. (5) Attach soil sample results and a diagram of sample locations and excavations.

Additional Comments **PIT LOCATED APPROXIMATELY 105 FT. S0E FROM WELL HEAD.**
PIT EXCAVATION: WIDTH 16 ft., LENGTH 16 ft., DEPTH 10 ft. .
PIT REMEDIATION: CLOSE AS IS: ☐, LANDFARM: ☒, COMPOST: ☐, STOCKPILE: ☐, OTHER ☐ (explain)
Cubic yards: 90
RISK ASSESSED. DUPLICATE SAMPLE COLLECTED

I hereby certify that the information above is true and complete to the best of my knowledge and belief. **I further certify that the above-described pit or below-grade tank has been/will be constructed or closed according to NMOCD guidelines ☒, a general permit ☐, or an alternative OCD-approved plan ☒.**

Date. **05/22/04**

PrintedName/Title **Jeff Blagg – P.E. # 11607** Signature Jeffrey C. Blagg

Your certification and NMOCD approval of this application/closure does not relieve the operator of liability should the contents of the pit or tank contaminate ground water or otherwise endanger public health or the environment. Nor does it relieve the operator of its responsibility for compliance with any other federal, state, or local laws and/or regulations.

Approval:
Printed Name/Title Deputy Oil & Gas Inspector, District #3 Signature Date: SEP 10 2007

CLIENT: XTO

BLAGG ENGINEERING, INC.
P.O. BOX 87, BLOOMFIELD, NM 87413
(505) 632-1199

LOCATION NO: CT052
COCR NO: 12077 + HALL

FIELD REPORT: PIT CLOSURE VERIFICATION

PAGE No: 1 of 1

LOCATION: NAME. DAY, J.F. E WELL # 1E TYPE: SEP.
QUAD/UNIT E SEC: 17 TWP: 28N RNG: 10W PM NM CNTY: SJ ST: NM
QTR/FOOTAGE: 1690'N/980'W SW/NW CONTRACTOR: HDI (HEBER)

DATE STARTED 5/19/04
DATE FINISHED
ENVIRONMENTAL SPECIALIST NV

EXCAVATION APPROX. 16 FT. x 16 FT. x 10 FT. DEEP. CUBIC YARDAGE: 90
DISPOSAL FACILITY: ON-SITE REMEDIATION METHOD: LANDFARM
LAND USE: RANGE - BLM LEASE: SF 0470398 FORMATION: DK

FIELD NOTES & REMARKS: PIT LOCATED APPROXIMATELY 105 FT. 50°E FROM WELLHEAD.
DEPTH TO GROUNDWATER >100' NEAREST WATER SOURCE >1000' NEAREST SURFACE WATER >1000'
NMOCD RANKING SCORE. 0 NMOCD TPH CLOSURE STD 5000 PPM

OVM CALIB READ. = 53.7 ppm
OVM CALIB. GAS = 100 ppm RF = 0.52
TIME: 10:19 (am)/pm DATE: 5/19/04

SOIL AND EXCAVATION DESCRIPTION:

SOIL TYPE: (SAND) / SILTY SAND / SILT / SILTY CLAY / CLAY / GRAVEL / OTHER
SOIL COLOR: OLIVE TO MED. DK. GRAY
COHESION (ALL OTHERS). (NON COHESIVE) / SLIGHTLY COHESIVE / COHESIVE / HIGHLY COHESIVE
CONSISTENCY (NON COHESIVE SOILS): (LOOSE) (FIRM) / DENSE / VERY DENSE
~~PLASTICITY (CLAYS)~~: NON PLASTIC / SLIGHTLY PLASTIC / COHESIVE / MEDIUM PLASTIC / HIGHLY PLASTIC
~~DENSITY (COHESIVE CLAYS & SILTS)~~: SOFT / FIRM / STIFF / VERY STIFF / HARD
MOISTURE: DRY / SLIGHTLY MOIST / (MOIST) / WET / SATURATED / SUPER SATURATED
DISCOLORATION/STAINING OBSERVED: (YES) / NO EXPLANATION - PIT SURFACE & ENTIRE TEST HOLE INTERVAL
HC ODOR DETECTED: (YES) NO EXPLANATION - TEST HOLE & OVM SAMPLE.
SAMPLE TYPE: (GRAB) / COMPOSITE - # OF PTS. ~~4~~
ADDITIONAL COMMENTS: INSTRUCTED OPERATOR TO EXCAVATE DISCOLORED/IMPACTED SOIL R/ BERM PERIMETER TO MAX. DEPTH (~ 10'). COLLECTED DUPLICATE SAMPLE & SUBMITTED TO DIFFERENT LAB.

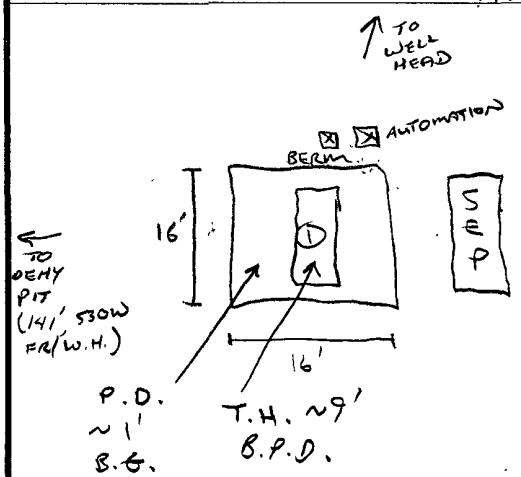
RISK ASSESSED

SCALE
0 FT

FIELD 418.1 CALCULATIONS

SAMP. TIME	SAMP. ID	LAB NO.	WEIGHT (g)	mL FREON	DILUTION	READING	CALC. (ppm)

PIT PERIMETER



P.D. = PIT DEPRESSION, B.G. = BELOW GRADE; B = BELOW
T.H. = TEST HOLE, ~ = APPROX., T.B. = TANK BOTTOM

OVM READING

SAMPLE ID	FIELD HEADSPACE (ppm)
1 @ 10'	302
2 @	
3 @	
4 @	
5 @	

LAB SAMPLES

SAMPLE ID	ANALYSIS	TIME
(1) @ 10'	TPH (8015B)	1015
"	BTEX (8021B)	"
"	CHLORIDE	"

PIT PROFILE

NOT APPLICABLE

TRAVEL NOTES: CALLOUT: 5/19/04 - MORN. ONSITE: 5/19/04 - MORN.

ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

EPA METHOD 8015 Modified
Nonhalogenated Volatile Organics
Total Petroleum Hydrocarbons

Client:	Blagg / XTO Energy	Project #:	94034-010
Sample ID:	1 @ 10'	Date Reported:	05-22-04
Laboratory Number:	28761	Date Sampled:	05-19-04
Chain of Custody No:	12077	Date Received:	05-20-04
Sample Matrix:	Soil	Date Extracted:	05-21-04
Preservative:	Cool	Date Analyzed:	05-22-04
Condition:	Cool and Intact	Analysis Requested:	8015 TPH

Parameter	Concentration (mg/Kg)	Det. Limit (mg/Kg)
Gasoline Range (C5 - C10)	**18.5**	**0.2**
Diesel Range (C10 - C28)	**67.6**	**0.1**
Total Petroleum Hydrocarbons	**86.1**	**0.2**

ND - Parameter not detected at the stated detection limit.

References: Method 8015B, Nonhalogenated Volatile Organics, Test Methods for Evaluating Solid Waste, SW-846, USEPA, December 1996.

Comments: **Day, J.F. E #1E Separator Pit Grab Sample.**

Analyst

Review

5796 U.S. Highway 64 • Farmington, NM 87401 • Tel 505 • 632 • 0615 • Fax 505 • 632 • 1865

ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

EPA METHOD 8021
AROMATIC VOLATILE ORGANICS

Client:	Blagg / XTO Energy	Project #:	94034-010
Sample ID:	1 @ 10'	Date Reported:	05-22-04
Laboratory Number:	28761	Date Sampled:	05-19-04
Chain of Custody:	12077	Date Received:	05-20-04
Sample Matrix:	Soil	Date Analyzed:	05-22-04
Preservative:	Cool	Date Extracted:	05-21-04
Condition:	Cool & Intact	Analysis Requested:	BTEX

Parameter	Concentration (ug/Kg)	Det. Limit (ug/Kg)
Benzene	**15.8**	**1.8**
Toluene	**433**	**1.7**
Ethylbenzene	**956**	**1.5**
p,m-Xylene	**2,090**	**2.2**
o-Xylene	**2,810**	**1.0**
Total BTEX	**6,300**	

ND - Parameter not detected at the stated detection limit.

Surrogate Recoveries:	Parameter	Percent Recovery
	Fluorobenzene	**96 %**
	1,4-difluorobenzene	**96 %**
	Bromochlorobenzene	**96 %**

References: Method 5030B, Purge-and-Trap, Test Methods for Evaluating Solid Waste, SW-846, USEPA, December 1996.

Method 8021B, Aromatic Volatile Organics, Test Methods for Evaluating Solid Waste, SW-846, USEPA, December 1996.

Comments: **Day, J.F. E #1E Separator Pit Grab Sample.**

Analyst

Review

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ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

Total Chloride

Client:	Blagg / XTO Energy	Project #:	94034-010
Sample ID:	1 @ 10'	Date Reported:	05-21-04
Lab ID#:	28761	Date Sampled:	05-19-04
Sample Matrix:	Soil	Date Received:	05-20-04
Preservative:	Cool	Date Analyzed:	05-21-04
Condition:	Cool and Intact	Chain of Custody:	12077

Parameter	Concentration (mg/Kg)
Total Chloride	**19.0**

Reference: Standard Methods For The Examination of Water And Waste Water", 18th ed., 1992.

Comments: **Day, J. F. E #1E Separator Pit Grab Sample.**

Analyst

Review

5796 U.S. Highway 64 • Farmington, NM 87401 • Tel 505 • 632 • 0615 • Fax 505 • 632 • 1865

Hall Environmental Analysis Laboratory

Date: *03-Jun-04*

CLIENT:	Blagg Engineering	**Client Sample ID:**	1 @ 10'-Separator Pit
Lab Order:	0405189	**Collection Date:**	5/19/2004 10:15:00 AM
Project:	Day, J. F. E #1E		
Lab ID:	0405189-01	**Matrix:**	SOIL

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RANGE						Analyst: **JMP**
Diesel Range Organics (DRO)	7300	1000		mg/Kg	100	6/2/2004 4:26:05 PM
Motor Oil Range Organics (MRO)	ND	5000		mg/Kg	100	6/2/2004 4:26:05 PM
Surr: DNOP	0	60-124	S	%REC	100	6/2/2004 4:26:05 PM
EPA METHOD 8015B: GASOLINE RANGE						Analyst: **NSB**
Gasoline Range Organics (GRO)	2500	100		mg/Kg	20	5/25/2004 12:29:04 PM
Surr: BFB	129	74-118	S	%REC	20	5/25/2004 12:29:04 PM
EPA METHOD 8021B: VOLATILES						Analyst: **NSB**
Methyl tert-butyl ether (MTBE)	ND	2.0		mg/Kg	20	5/25/2004 12:29:04 PM
Benzene	ND	0.50		mg/Kg	20	5/25/2004 12.29:04 PM
Toluene	6.2	0.50		mg/Kg	20	5/25/2004 12:29:04 PM
Ethylbenzene	16	0.50		mg/Kg	20	5/25/2004 12:29:04 PM
Xylenes, Total	110	0.50		mg/Kg	20	5/25/2004 12:29:04 PM
Surr: 4-Bromofluorobenzene	91.6	74-118		%REC	20	5/25/2004 12:29:04 PM

TPH TOTAL = 9,800 ppm

TOTAL BTEX = 132.2 ppm

Qualifiers:

ND - Not Detected at the Reporting Limit

J - Analyte detected below quantitation limits

B - Analyte detected in the associated Method Blank

* - Value exceeds Maximum Contaminant Level

S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits

E - Value above quantitation range

CHAIN OF CUSTODY RECORD

12077

Client / Project Name	Project Location	ANALYSIS / PARAMETERS
BLAGG / XTO ENERGY	DAY J.F. E #1E	

Sampler	Client No.
NJV	94034-010

Sample No./ Identification	Sample Date	Sample Time	Lab Number	Sample Matrix	No. of Containers	TPH (8015B)	BTEX (8021B)	CHLORIDE				Remarks
												PRESERVED COOL
												GRAB SAMPLE
① @ 10'	5/19/04	1015	28761	SOIL	1	✓	✓	✓				SEPARATOR PIT

Relinquished by: (Signature)	Date	Time	Received by: (Signature)	Date	Time
Nelson Velez	5/20/04	0711	Dave E. Johnson	5/20/04	0711
Relinquished by: (Signature)			Received by: (Signature)		
Relinquished by: (Signature)			Received by: (Signature)		

ENVIROTECH INC.

5796 U.S. Highway 64
Farmington, New Mexico 87401
(505) 632-0615

Sample Receipt	Y	N	N/A
Received Intact	✓		
Cool - Ice/Blue Ice	✓		

CHAIN-OF-CUSTODY RECORD

Accreditation Applied:
NELAC ☐ USACE ☐
Other: _____

HALL ENVIRONMENTAL ANALYSIS LABORATORY
4901 Hawkins NE, Suite D
Albuquerque, New Mexico 87109
Tel. 505.345.3975 Fax 505.345.4107
www.hallenvironmental.com

Client: BLAGG ENER. / XTO ENERGY

Project Name: CAY, J.F. E #1E

Address: P.O. BOX 87
BLOOMFIELD, NM 87413

Project #: 7N

Project Manager: NTV

Phone #: 505-632-1199

Sampler: NTV

Fax #: 505-632-3903

Sample Temperature: 1.0

Date	Time	Matrix	Sample I.D. No.	Number/Volume	Preservative $HgCl_2$	Preservative HNO_3	Preservative Cool	HEAL No.
5/19/04	1015	SOIL	@ 10' - SEPARATOR PIT	1-4oz.			✓	0405189-1

ANALYSIS REQUEST

(BTEX) + ~~MTBE + TMB's~~ (8021B)	BTEX + MTBE + TPH (Gasoline Only)	TPH Method 8015B (Gas/Diesel)	TPH (Method 418.1)	EDB (Method 504.1)	EDC (Method 8021)	8310 (PNA or PAH)	RCRA 8 Metals	Anions (F, Cl, NO_3, NO_2, PO_4, SO_4)	8081 Pesticides / PCB's (8082)	8260B (VOA)	8270 (Semi-VOA)					Air Bubbles or Headspace (Y or N)
✓		✓														

Date	Time	Relinquished By: (Signature)	Received By: (Signature)	
5/20/04	0730			5/20/04 1701
Date:	Time:	Relinquished By: (Signature)	Received By: (Signature)	

Remarks:

1. DEFINITIONS

1 1 "Acceptance of a sample" means the determination of HEAL to proceed with work following receipt and inspection of such sample

1 2 "Customer" means the individual or entity who may request laboratory services and his or its heirs, successors, assigns, and representatives

1 3 HEAL means Hall Environmental Analysis Laboratory its employees, servants, agents, and representative

1 4 "Price schedule" means HEAL'S standard price schedule, as such, document may be amended from time to time by HEAL

1 5 "Results" mean data generated by HEAL from the analysis of one or more samples

1 6 "Terms and Conditions" mean these Terms and Conditions of sale, including the Price Schedule, and any additions or amendments hereto which are agreed to in writing by HEAL as provided in Section 7 1

2. ORDERS

2 1 The customer may order services by submitting a written purchase order to HEAL, by placing a telephone order, which will be subsequently confirmed in writing, or by negotiated contract Any such order constitutes a) an acceptance by the Customer of HEAL'S offer to do business with the Customer under these Terms and Conditions, and b) an agreement to be bound by these Terms and Conditions The Customer's delivery of samples to HEAL constitutes the Customer's express assent to be governed by these Terms and Conditions HEAL reserves the right to refuse to *proceed with work at any time based upon an unfavorable customer credit report*

2 2 Any order placed by the Customer under Section 2 1 is subject to a minimum cancellation charge of $250

3. PAYMENT TERMS

3 1 Services performed by HEAL will be in accordance with prices quoted and later confirmed in writing or as stated on the Price Schedule, which prices are subject to change periodically without notice The Customer should confirm with HEAL the current price prior to placing an order for work

3 2 Payment terms are net 30 days from the date of invoice by HEAL All overdue payments are subject to an additional interest and service charge of one and one-half percent (1 5%) per month or portion thereof from the due date until the date of payment. All payments shall be made in United State currency

3 3 The prices stated on the Price Schedule do not include any sales, use or other taxes unless specifically stated Such taxes will be added to invoice prices when required.

4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

4 1 Prior to HEAL'S Acceptance of any sample (or after any revocation of Acceptance), the entire risk of loss or damage to such sample will remain with the Customer In no event will HEAL have any responsibility or liability for the action or inaction of HEAL'S carrier shipping or delivering any sample to or from HEAL'S premises.

4 2 HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance of, any sample which in the sole judgement of HEAL a) is of unsuitable volume, b) unsuitable containers as required for the requested analysis, or c) may be or become unsuitable for, or may pose a risk in, handling, transport or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer

4 3 Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemist (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies HEAL reserves the right to deviate from these methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgement of HEAL, which deviation, if any will be made on a basis consistent with recognized standards of industry and/ or HEAL'S Standard Operating Procedures

4 4 Upon timely delivery of samples, HEAL will use its best efforts to comply with storage, processing and analytical holding time limits as set forth in applicable EPA or state guidelines or otherwise requested by the Customer or set forth on the Price Schedule However, unless specifically made part of a written agreement between HEAL and the Customer, such time limits cannot be guaranteed Unless specifically indicated on the Price Schedule or expressly made part of a written agreement between HEAL and the Customer, analytical turnaround times are not guaranteed

4 5 At HEAL'S sole discretion, verbal Results may be given in advance of the written report of Results Such verbal Results are TENTATIVE RESULTS ONLY, subject to confirmation or change based on HEAL'S standard quality assurance review procedures

5. WARRANTIES, LIABILITY AND INDEMNIFICATION

5 1 HEAL warrants only that its services will fulfill obligations set forth in Section 4 3 and 4 4 hereof This warranty is the sole and exclusive warranty given by HEAL in connection with any such services, and HEAL gives and makes no other representation or warranty of any kind, express or implied No representative of HEAL is authorized to give or make any other representation or warranty or modify the warranty in any way.

5 2 The liability and obligations of HEAL, and the remedies of the Customer in connection with any services performed by HEAL will be limited to repeating the services performed or, at the sole option of HEAL, refunding in full or in part fees paid by the Customer for such services HEAL'S obligation to repeat any services with respect to any sample will be contingent on the Customer's providing, at the request of HEAL and at the Customer's expense, an additional sample if necessary Any reanalysis generating Results consistent with the Original Results will be at the Customer's expense Except as otherwise specifically provided herein, HEAL shall have no liability, obligation or responsibility of any kind for any losses, costs, expenses, or other damages (including but not limited to any special, indirect, incidental or consequential damages) for any representation or warranty of a kind with respect to HEAL'S Services or Results

5 3 In no event shall HEAL have any responsibility or liability to the Customer for any failure or delay in performance by HEAL, which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of HEAL Such cause and circumstance shall include, but not be limited to, acts of God, acts of Customer, acts of orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disputes, difficulties or delays in transportation, mail or delivery services, inability to obtain from HEAL usual sources sufficient services or supplies, or any other cause beyond HEAL'S reasonable control

5 4 All results provided by HEAL are strictly for the use of its Customers, and HEAL is in no way responsible for the use of such results by Customers or third parties All results should be considered in their entirety, and HEAL is in no way responsible for the separation, detachment, or other use of any portion of the results

5 5 The customer represents and warrants that any sample delivered to HEAL will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by the customer The Customer further warrants that any sample containing any hazardous substance, which is to be delivered to HEAL'S premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws

5 6 It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site, and the Customer agrees to assume the responsibility for the foregoing.

5 7 The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgements, damages, losses, liabilities, expenses, payments, taxes, duties, fines and/or other costs (including but not limited to liability to a third party) arising out of a) the presence of hazardous substances in any sample of the Customer regardless of the Customer's compliance with paragraph 5 5 hereof b) accidents occurring during the *transport of any sample of the Customer*, c) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL

5 8 Should any Customer sample, due to its matrix or constituents of its matrix, cause the operations of any HEAL instrumentation to be reduced, stopped, or altered, HEAL is entitled to compensation by the Customer for any loss of revenue due to the instrument's downtime, and/or the parts and labor necessary to bring the instruments back to its former operating condition The amount of compensation is negotiable upon acceptance of these Terms and Conditions and the individual circumstances warranting the reimbursement

6. ENTIRE AGREEMENT: SEVERABILITY

6 1 These Terms and Conditions, together with any *additions or revisions which* may be agreed to in writing by HEAL as provided in Section 7 1, embodied the whole agreement of the parties There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, unless made in accordance with Section 7 1, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the *Customer* and HEAL HEAL specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Customer to HEAL

6 2 The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions, the intent of the parties being that the provisions be severable

7. AMENDMENTS AND WAIVERS

7 1 HEAL shall not be subject to or bound by any provision, term or condition which is in addition to or inconsistent or conflicting with these Terms and Conditions HEAL shall not be deemed to have amended or waived and provision, term or condition, or have given any required consent or approval, or to have waived any breach by the *Customer of any of these Terms and* Conditions unless specifically set forth in writing and executed on behalf of HEAL by a duly authorized officer No other employee, servant, agent or representatives of HEAL has any authority whatsoever to add to, delete, alter or vary any of these Terms and Conditions in any manner, or to give any consent, approval or waiver, and HEAL shall not be bound by any such purported addition, deletion, alteration, variation, consent, approval or waiver

7 2 No waiver by HEAL of any provision, term or condition hereof or of any breach by or obligation of the Customer hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach by or obligation of the Customer

8. SAMPLE STORAGE

8 1 Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance Storage of samples or extracts for longer periods is by request only Sample storage charges depend upon storage requirements and duration. Nominally, a sample storage fee of $5 00 per sample, per month will be billed monthly unless other arrangements are made. If requested, unused sample material may be returned at the client's expense *Materials, which are identified as* hazardous, will be returned to the client or disposed of as hazardous waste and billed at the rate of $25 00 per sample HEAL reserves the right to return all dibenzodioxins/dibenzofurans to the client

9. SECTION HEADING

9 1 The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way These Terms and Conditions or their interpretations

10. GOVERNING LAW

10 1 These Terms and Conditions, and transaction or agreement, to which they apply, shall be governed both as to interpretation and performance by the laws of the State of New Mexico

ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

EPA Method 8015 Modified
Nonhalogenated Volatile Organics
Total Petroleum Hydrocarbons

Quality Assurance Report

Client:	QA/QC	Project #:	N/A
Sample ID:	05-22-TPH QA/QC	Date Reported:	05-22-04
Laboratory Number:	28756	Date Sampled:	N/A
Sample Matrix:	Methylene Chloride	Date Received:	N/A
Preservative:	N/A	Date Analyzed:	05-22-04
Condition:	N/A	Analysis Requested:	TPH

	I-Cal Date	I-Cal RF:	C-Cal RF:	% Difference	Accept. Range
Gasoline Range C5 - C10	02-19-04	1.8591E-002	1.8572E-002	**0.10%**	**0 - 15%**
Diesel Range C10 - C28	02-19-04	1.5507E-002	1.5492E-002	**0.10%**	**0 - 15%**

Blank Conc. (mg/L - mg/Kg)	Concentration	Detection Limit
Gasoline Range C5 - C10	**ND**	**0.2**
Diesel Range C10 - C28	**ND**	**0.1**
Total Petroleum Hydrocarbons	**ND**	**0.2**

Duplicate Conc. (mg/Kg)	Sample	Duplicate	% Difference	Accept. Range
Gasoline Range C5 - C10	**ND**	**ND**	**0.0%**	**0 - 30%**
Diesel Range C10 - C28	**ND**	**ND**	**0.0%**	**0 - 30%**

Spike Conc. (mg/Kg)	Sample	Spike Added	Spike Result	% Recovery	Accept. Range
Gasoline Range C5 - C10	**ND**	**250**	**250**	**100.0%**	**75 - 125%**
Diesel Range C10 - C28	**ND**	**250**	**250**	**100.0%**	**75 - 125%**

ND - Parameter not detected at the stated detection limit.

References: Method 8015B, Nonhalogenated Volatile Organics, Test Methods for Evaluating Solid Waste, SW-846, USEPA, December 1996.

Comments: **QA/QC for samples 28756 - 28757, 28760 - 28766.**

Analyst

Review

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PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

EPA METHOD 8021
AROMATIC VOLATILE ORGANICS

Client.	N/A	Project #:	N/A
Sample ID	05-22-BTEX QA/QC	Date Reported:	05-22-04
Laboratory Number:	28760	Date Sampled:	N/A
Sample Matrix:	Soil	Date Received:	N/A
Preservative:	N/A	Date Analyzed:	05-22-04
Condition:	N/A	Analysis:	BTEX

Calibration and Detection Limits (ug/L)	I-Cal RF:	C-Cal RF:	%Diff. Accept. Range 0 - 15%	Blank Conc.	Detect. Limit
Benzene	4.2776E-002	4 2905E-002	0.3%	ND	0.2
Toluene	4.8966E-002	4 9064E-002	0.2%	ND	0.2
Ethylbenzene	7.4036E-002	7 4259E-002	0.3%	ND	0.2
p,m-Xylene	6 8275E-002	6.8480E-002	0.3%	ND	0.2
o-Xylene	5 5866E-002	5.5978E-002	0.2%	ND	0.1

Duplicate Conc. (ug/Kg)	Sample	Duplicate	%Diff.	Accept Range	Detect. Limit
Benzene	7.4	7.4	0.0%	0 - 30%	1.8
Toluene	315	309	2.0%	0 - 30%	1.7
Ethylbenzene	241	236	2.0%	0 - 30%	1.5
p,m-Xylene	1,110	1,110	0.0%	0 - 30%	2.2
o-Xylene	515	516	0.2%	0 - 30%	1.0

Spike Conc. (ug/Kg)	Sample	Amount Spiked	Spiked Sample	% Recovery	Accept Range
Benzene	7.4	50.0	57.3	99.8%	39 - 150
Toluene	315	50.0	364	99.6%	46 - 148
Ethylbenzene	241	50.0	290	99.5%	32 - 160
p,m-Xylene	1,110	100	1,200	99.2%	46 - 148
o-Xylene	515	50.0	564	99.8%	46 - 148

ND - Parameter not detected at the stated detection limit.

References

Method 5030B, Purge-and-Trap, Test Methods for Evaluating Solid Waste, SW-846, USEPA, December 1996.
Method 8021B, Aromatic and Halogenated Volatiles by Gas Chromatography Using Photoionization and/or Electrolytic Conductivity Detectors, SW-846, USEPA December 1996

Comments: **QA/QC for samples 28760 - 28761, 28763 - 28766.**

Analyst

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CLIENT: Blagg Engineering
Work Order: 0405189
Project: Day, J. F. E #1E

QC SUMMARY REPORT
Method Blank

Sample ID **MB-5851** Batch ID: **5851** Test Code: **SW8015** Units: **mg/Kg** Analysis Date **5/26/2004 5:21:39 PM** Prep Date **5/26/2004**
Client ID: Run ID: **FID(17A) 2_040526A** SeqNo: **276170**

Analyte	Result	MQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	ND										
Motor Oil Range Organics (MRO)	ND										
Surr: DNOP	9.366		10	0	93.7	60	124	0			

Sample ID **MB-5835** Batch ID: **5835** Test Code: **SW8015** Units: **mg/Kg** Analysis Date **5/25/2004 1:29:46 PM** Prep Date **5/24/2004**
Client ID: Run ID: **PIDFID_040525A** SeqNo: **275686**

Analyte	Result	MQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	ND										
Surr: BFB	937.7		1000	0	93.8	74	118	0			

Sample ID **MB-5835** Batch ID: **5835** Test Code: **SW8021** Units: **mg/Kg** Analysis Date **5/25/2004 1:29:46 PM** Prep Date **5/24/2004**
Client ID: Run ID: **PIDFID_040525A** SeqNo: **275865**

Analyte	Result	MQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Methyl tert-butyl ether (MTBE)	ND										
Benzene	ND										
Toluene	ND										
Ethylbenzene	ND										
Xylenes, Total	ND										
Surr: 4-Bromofluorobenzene	1.005		1	0	100	74	118	0			

Qualifiers: ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
S - Spike Recovery outside accepted recovery limits
R - RPD outside accepted recovery limits
B - Analyte detected in the associated Method Blank

CLIENT: Blagg Engineering
Work Order: 0405189
Project: Day, J. F. E #1E

QC SUMMARY REPORT

Laboratory Control Spike - generic

Sample ID **LCS-5851** Batch ID: **5851** Test Code: **SW8015** Units: **mg/Kg** Analysis Date **5/26/2004 5:52:56 PM** Prep Date **5/26/2004**
Client ID: Run ID: **FID(17A) 2_040526A** SeqNo: **276171**

Analyte	Result	MQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	41.24		50	0	82.5	67.4	117	0			

Sample ID **LCSD-5851** Batch ID: **5851** Test Code: **SW8015** Units: **mg/Kg** Analysis Date **5/26/2004 6:23:21 PM** Prep Date **5/26/2004**
Client ID: Run ID: **FID(17A) 2_040526A** SeqNo: **276172**

Analyte	Result	MQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	41.96		50	0	83.9	67.4	117	41.24	1.73	17 4	

Sample ID **LCS-5835** Batch ID: **5835** Test Code: **SW8015** Units: **mg/Kg** Analysis Date **5/25/2004 2:00:11 PM** Prep Date **5/24/2004**
Client ID: Run ID: **PIDFID_040525A** SeqNo: **275687**

Analyte	Result	MQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	25.27		25	0	101	73.8	120	0			

Sample ID **LCS-5835** Batch ID: **5835** Test Code: **SW8021** Units: **mg/Kg** Analysis Date **5/25/2004 2:00:11 PM** Prep Date **5/24/2004**
Client ID: Run ID: **PIDFID_040525A** SeqNo: **275866**

Analyte	Result	MQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	0.4359		0.42	0	104	77	122	0			
Toluene	1.914		1.9	0	101	81	115	0			
Ethylbenzene	0.4234		0.41	0	103	84	117	0			
Xylenes, Total	1.922		1.9	0	101	84	116	0			

Qualifiers: ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
S - Spike Recovery outside accepted recovery limits
R - RPD outside accepted recovery limits
B - Analyte detected in the associated Method Blank

Hall Environmental Analysis Laboratory

Sample Receipt Checklist

Client Name BLAGG | Date and Time Received: 5/20/2004

Work Order Number 0405189 | Received by AT

Checklist completed by _____ 5/20/04
Signature | Date

Matrix | Carrier name Greyhound

Shipping container/cooler in good condition?	Yes ☑	No ☐	Not Present ☐		
Custody seals intact on shipping container/cooler?	Yes ☐	No ☐	Not Present ☑	Not Shipped ☐	
Custody seals intact on sample bottles?	Yes ☐	No ☐	N/A ☑		
Chain of custody present?	Yes ☑	No ☐			
Chain of custody signed when relinquished and received?	Yes ☑	No ☐			
Chain of custody agrees with sample labels?	Yes ☑	No ☐			
Samples in proper container/bottle?	Yes ☑	No ☐			
Sample containers intact?	Yes ☑	No ☐			
Sufficient sample volume for indicated test?	Yes ☑	No ☐			
All samples received within holding time?	Yes ☑	No ☐			
Water - VOA vials have zero headspace?	No VOA vials submitted ☑	Yes ☐	No ☐		
Water - pH acceptable upon receipt?	Yes ☐	No ☐	N/A ☑		

Container/Temp Blank temperature? **1°** *4° C ± 2 Acceptable* If given sufficient time to cool.

COMMENTS:

Client contacted _____ Date contacted: _____ Person contacted _____

Contacted by: _____ Regarding _____

Comments: _____

Corrective Action _____

CLIENT: Blagg Engineering
Project: Day, J. F. E #1E
Lab Order: 0405189

CASE NARRATIVE

Analytical Comments for METHOD 8015GRO_S, SAMPLE 0405189-01a: Elevated surrogate due to matrix interference.

Analytical Comments for METHOD 8015DRO_S, SAMPLE 0405189-01a: Surrogate not recoverable due to sample dilution.

CLIENT: XTO

BLAGG ENGINEERING, INC.
P.O. BOX 87, BLOOMFIELD, NM 87413
(505) 632-1199

LOCATION NO. CT052
C.O.C. NO: 1452/

FIELD REPORT: LANDFARM/COMPOST PILE CLOSURE VERIFICATION

LOCATION: NAME: DAY JF E WELL #: 1E PITS: SEP.
QUAD/UNIT: E SEC: 17 TWP: 28N RNG: 10W PM: NM CNTY: SJ ST: NM
QTR/FOOTAGE: SW/NW CONTRACTOR: HDI

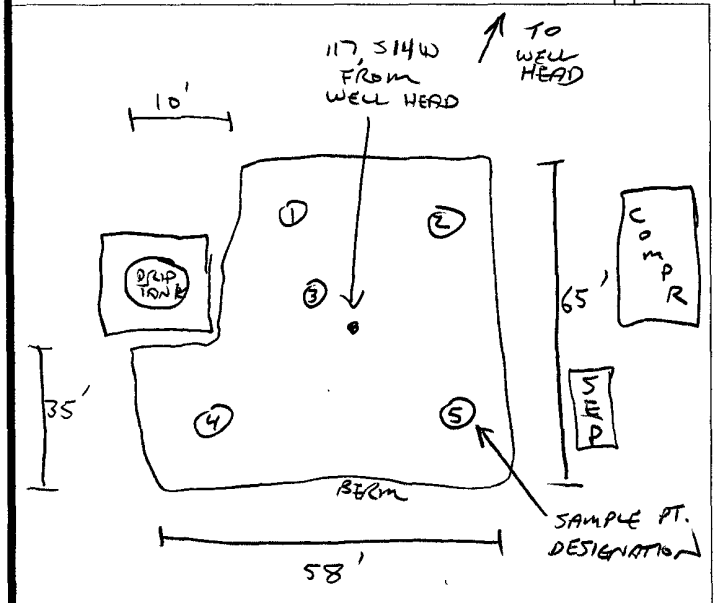
DATE STARTED: 12/28/05
DATE FINISHED:
ENVIRONMENTAL SPECIALIST: NV

SOIL REMEDIATION:
REMEDIATION SYSTEM: LANDFARM
LAND USE: RANGE - BLM
APPROX. CUBIC YARDAGE: 90
LIFT DEPTH (ft): 0.5 - 1

FIELD NOTES & REMARKS: DEPTH TO GROUNDWATER: >100' NEAREST SURFACE WATER: >1,000'
NEAREST WATER SOURCE: >1,000' NMOCD RANKING SCORE: 0 NMOCD TPH CLOSURE STD 5,000 PPM

SOIL TYPE: (SAND) / SILTY SAND / SILT / SILTY CLAY / CLAY / GRAVEL / OTHER
SOIL COLOR: DK. YELL. ORANGE
COHESION (ALL OTHERS): (NON COHESIVE) / SLIGHTLY COHESIVE / COHESIVE / HIGHLY COHESIVE
CONSISTENCY (NON COHESIVE SOILS): (LOOSE) / FIRM / DENSE / VERY DENSE
~~PLASTICITY (CLAYS)~~: NON PLASTIC / SLIGHTLY PLASTIC / COHESIVE / MEDIUM PLASTIC / HIGHLY PLASTIC
~~DENSITY (COHESIVE CLAYS & SILTS)~~: SOFT / FIRM / STIFF / VERY STIFF / HARD
MOISTURE: (DRY) / (SLIGHTLY MOIST) / MOIST / WET / SATURATED / SUPER SATURATED
CLOSED
DISCOLORATION/STAINING OBSERVED: YES / (NO) EXPLANATION -
HC ODOR DETECTED: YES / (NO) EXPLANATION -
SAMPLING DEPTHS (LANDFARMS): 4 - 6 (INCHES)
SAMPLE TYPE: GRAB / (COMPOSITE) # OF PTS. 5
ADDITIONAL COMMENTS:

SKETCH/SAMPLE LOCATIONS



OVM CALIB. READ. = 53.4 ppm
OVM CALIB. GAS = 100 ppm RF = 0.52
TIME: 11:45 (am)/pm DATE: 12/28/05

OVM RESULTS

SAMPLE ID	FIELD HEADSPACE (ppm)
LF-1	0.0

LAB SAMPLES

SAMPLE ID	ANALYSIS	TIME	RESULTS
LF-1	TPH (8015B)	1615	2,850

P.C. - 5/19/04

SCALE
0 FT

TRAVEL NOTES: CALLOUT: ONSITE:

ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

EPA METHOD 8015 Modified
Nonhalogenated Volatile Organics
Total Petroleum Hydrocarbons

Client:	Blagg Engr. / XTO Energy	Project #:	94034-010
Sample ID:	LF - 1	Date Reported:	01-02-06
Laboratory Number:	35588	Date Sampled:	12-28-05
Chain of Custody No:	14521	Date Received:	12-29-05
Sample Matrix:	Soil	Date Extracted:	12-30-05
Preservative:	Cool	Date Analyzed:	01-02-06
Condition:	Cool and Intact	Analysis Requested:	8015 TPH

Parameter	Concentration (mg/Kg)	Det. Limit (mg/Kg)
Gasoline Range (C5 - C10)	**ND**	**0.2**
Diesel Range (C10 - C28)	**2,850**	**0.1**
Total Petroleum Hydrocarbons	**2,850**	**0.2**

ND - Parameter not detected at the stated detection limit.

References: Method 8015B, Nonhalogenated Volatile Organics, Test Methods for Evaluating Solid Waste, SW-846, USEPA, December 1996.

Comments: **Day JF E #1E - Landfarm 5 Pt. Composite Sample.**

Analyst

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14521

CHAIN OF CUSTODY RECORD

Client / Project Name	Project Location	ANALYSIS / PARAMETERS
BLAGG ENGR. / XTO ENERGY	DAY JF ~~LEASE~~ NM	

Sampler:	Client No.
NV	94034-010

Sample No./ Identification	Sample Date	Sample Time	Lab Number	Sample Matrix	No. of Containers	TPH (8015B)		BTEX (8021B)				Remarks
												PRESERVED COOL
												5 PT. COMPOSITE SAMPLE
LF-1	12/28/05	1545	35587	SOIL	1	✓		✓				DAY JF E #1 — LANDFARM
LF-1	12/28/05	1615	35588	SOIL	1	✓						DAY JF E #1E — LANDFARM

Relinquished by: (Signature)	Date	Time	Received by: (Signature)	Date	Time
Nelson Velez	12/29/05	0920	Glenn L. Spruce	12/29/05	0920
Relinquished by: (Signature)			Received by: (Signature)		
Relinquished by: (Signature)			Received by: (Signature)		

ENVIROTECH INC.

5796 U.S. Highway 64
Farmington, New Mexico 87401
(505) 632-0615

Sample Receipt	Y	N	N/A
Received Intact	✓		
Cool - Ice/Blue Ice	✓		

ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

EPA Method 8015 Modified
Nonhalogenated Volatile Organics
Total Petroleum Hydrocarbons

Quality Assurance Report

Client:	QA/QC	Project #:	N/A
Sample ID:	01-02-06 QA/QC	Date Reported:	01-02-06
Laboratory Number:	35583	Date Sampled:	N/A
Sample Matrix:	Methylene Chloride	Date Received:	N/A
Preservative:	N/A	Date Analyzed:	01-02-06
Condition:	N/A	Analysis Requested:	TPH

	I-Cal Date	I-Cal RF:	C-Cal RF:	% Difference	Accept. Range
Gasoline Range C5 - C10	02-04-05	1.0013E+003	1.0023E+003	**0.10%**	**0 - 15%**
Diesel Range C10 - C28	02-04-05	9.9803E+002	1.0000E+003	**0.20%**	**0 - 15%**

Blank Conc. (mg/L - mg/Kg)	Concentration	Detection Limit
Gasoline Range C5 - C10	**ND**	**0.2**
Diesel Range C10 - C28	**ND**	**0.1**
Total Petroleum Hydrocarbons	**ND**	**0.2**

Duplicate Conc. (mg/Kg)	Sample	Duplicate	% Difference	Accept. Range
Gasoline Range C5 - C10	**ND**	**ND**	**0.0%**	**0 - 30%**
Diesel Range C10 - C28	**1,410**	**1,420**	**0.7%**	**0 - 30%**

Spike Conc. (mg/Kg)	Sample	Spike Added	Spike Result	% Recovery	Accept. Range
Gasoline Range C5 - C10	**ND**	**250**	**250**	**100.0%**	**75 - 125%**
Diesel Range C10 - C28	**1,410.0**	**250**	**1,650**	**99.4%**	**75 - 125%**

ND - Parameter not detected at the stated detection limit.

References: Method 8015B, Nonhalogenated Volatile Organics, Test Methods for Evaluating Solid Waste, SW-846, USEPA, December 1996.

Comments: **QA/QC for Samples 35583 - 35590.**

Analyst

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