

**1R -** 377

# **REPORTS**

**DATE:**

2003

**NMOCD**

**RECEIVED**

JAN 06 <sup>2004</sup> ~~2005~~ *WJ*

Oil Conservation Division  
Environmental Bureau

**MARKS & GARNER**

**R.W. DUNCAN**

December 29, 2003

NMOCD Environmental  
ATTN: William Olson  
Box 6429  
1220 S. Saint Francis Drive  
Santa Fe, NM 87504

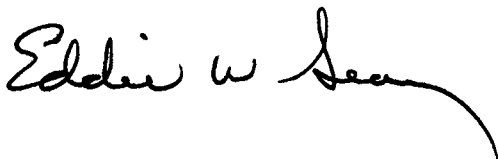
RE: Marks & Garner Production  
Duncan Lease

Mr. Olson:

Find within analytical, photos and maps from the sampling exercise on the Duncan lease. Marks and Garner are out of town until after the first of the year, but I wanted you to have this data so we can discuss a remediation plan.

If you have any questions, please call.

Sincerely,

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

Eddie W. Seay, Agent  
601 W. Illinois  
Hobbs, NM 88242  
(505)392-2236

MARKS AND GARNER PRODUCTION  
DUNCAN LEASE  
Sect. 6, Tws. 13 S., Rng. 36 E.

On December 4, 2003, all parties met on the above listed site to sample both the battery site and well location. A backhoe was used to dig trenches and sample as needed. The area at the battery had approximately two feet of rock and soil before hitting a hard caliche rock layer, at most parts, samples were taken at top and bottom of the trenches.

TRENCHES AT BATTERY SITE;

Sample 1-1	23 in.
Sample 2-1	17 in.
Sample 3-1	6 in.
Sample 3-2	26 in.
Sample 4-1	6 in.
Sample 4-2	24 in.
Sample 7-1	6 in.
Sample 7-2	26 in.

TRENCHES AT BATTERY SITE;

Sample 5A	12 in.
Sample 5B	38 in.
Sample 6A	12 in.
Sample 6B	37 in.

The samples at the well site appeared to be within the old drilling pit since clay was found within a foot of surface.

Samples were taken from the sites and sampled for TPH and Chloride as required, and bag samples were taken for PID headspace test and all samples were well below 50 ppm.

As previously agreed, Marks and Garner will excavate and haul the contamination from around the old well head and cellar. After you have reviewed the analytical, you and I can discuss remediation options, if any.



PHONE (325) 673-7001 • 2111 BEECHWOOD • ABILENE, TX 79603

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

ANALYTICAL RESULTS FOR  
EDDIE SEAY CONSULTING  
ATTN: EDDIE SEAY  
601 W. ILLINOIS  
HOBBS, NM 88242  
FAX TO:

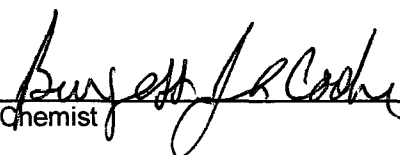
Receiving Date: 12/05/03  
Reporting Date: 12/08/03  
Project Owner: MARKS & GARNER  
Project Name: MARKS & GARNER/DUNCAN LEASE  
Project Location: TATUM, NM

Sampling Date: 12/04/03  
Sample Type: SOIL  
Sample Condition: COOL & INTACT  
Sample Received By: AH  
Analyzed By: BC/AH

LAB NUMBER	SAMPLE ID	GRO	DRO	CI*
		(C <sub>6</sub> -C <sub>10</sub> ) (mg/Kg)	(>C <sub>10</sub> -C <sub>28</sub> ) (mg/Kg)	(mg/Kg)
ANALYSIS DATE		12/06/03	12/06/03	12/05/03
H8226-1	MG 1-1	<10.0	<10.0	1440
H8226-2	MG 2-1	<10.0	300	2750
H8226-3	MG 3-1	<10.0	218	7760
H8226-4	MG 3-2	<10.0	<10.0	5600
H8226-5	MG 4-1	<10.0	2580	2020
H8226-6	MG 4-2	<10.0	355	1150
H8226-7	MGW 5-1	<10.0	116	3570
H8226-8	MGW 5-2	<10.0	10.2	1740
H8226-9	MGW 6-1	<10.0	337	784
H8226-10	MGW 6-2	<10.0	233	880
H8226-11	MGW 7-1	<10.0	<10.0	1010
H8226-12	MGW 7-2	<10.0	<10.0	1070
Quality Control		795	833	1010
True Value QC		800	800	1000
% Recovery		99.4	104	101
Relative Percent Difference		10.7	9.5	1.0

METHODS: TPH GRO & DRO: EPA SW-846 8015 M; CI: Std. Methods 4500-CI/B

\*Analyses performed on 1:4 w:v aqueous extracts.

  
Chemist

12/8/03  
Date

H8226.XLS

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# CARDINAL LABORATORIES, INC.

2111 Beechwood, Abilene, TX 79603 101 East Maryland, Hobbs, NM 88240  
(915) 673-7001 Fax (915) 673-7020 (505) 393-2328 Fax (505) 393-2476

## CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

Page 1 of 2

Company Name: <u>Eddie Seay Counselor</u>		P.O. #:		BILL TO		ANALYSIS REQUEST					
Project Manager: <u>Eddie Seay</u>		Company:									
Address: <u>1001 W. Illinois</u>		City:									
City: <u>Hobbs</u>		State: <u>NM</u>		Zip: <u>88242</u>							
Phone #: <u>7-2234</u>		Fax #:		Attn: <u>[Signature]</u>							
Project #: <u>Duncan</u>		Project Owner: <u>Mark &amp; Gervin</u>		City: <u>[Signature]</u>							
Project Name: <u>Mark &amp; Gervin / Duncan Case</u>		State: <u>NM</u>		Zip: <u>88242</u>							
Project Location: <u>Tatum N.M.</u>		Phone #:		Fax #:							
Sampler Name: <u>Eddie Seay</u>		FOR LAB USE ONLY									
Lab I.D.	Sample I.D.	(G)RAB OR (C)OMP	# CONTAINERS	MATRIX		PRESERV.	SAMPLING	TPH (8015)		Chloride	
H8226-1	MG 1-1	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>	GROUNDWATER			12/4	6:30	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-2	MG 2-1	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>	WASTEWATER			"	2:00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-3	MG 3-1	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>	SOIL			"	2:20	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-4	MG 3-2	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>	OIL			"	2:30	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-5	MG 4-1	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>	SLUDGE			"	2:45	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-6	MG 4-2	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>	OTHER:			"	2:50	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-7	MG 5-1	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>	ACID/BASE:			"	3:20	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-8	MG 5-2	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>	ICE / COOL			"	3:25	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-9	MG 6-1	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>	OTHER:			"	3:50	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-10	MG 6-2	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>				"	3:55	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<small>PLEASE NOTE: Liability and Damages. Cardinal's liability and client's exclusive remedy for any claim arising from this contract shall be limited to the amount paid by the client for the analysis. All claims, including those for negligence and any other cause whatsoever shall be deemed waived unless made in writing and received by Cardinal within 30 days after completion of the applicable service. In no event shall Cardinal be liable for incidental or consequential damages, including without limitation, business interruptions, loss of use, or loss of profits incurred by client, its subsidiaries, affiliates or successors arising out of or related to the performance of services rendered by Cardinal, regardless of whether such claim is based upon any of the above stated theories or otherwise.</small>											
Sampler Relinquished:		Date: <u>12/5</u>	Received By: <u>[Signature]</u>		Phone Result: <input type="checkbox"/> Yes <input type="checkbox"/> No		Fax Result: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Relinquished By: <u>[Signature]</u>		Time: <u>18:30</u>	Date: <u>12/5/03</u>		REMARKS:						
Delivered By: (Circle One)		Received By: (Lab Staff)		Sample Condition		Checked By: <u>[Signature]</u>					
Sampler - UPS - Bus - Other:		Temp. C		Intact? <input type="checkbox"/> Yes <input type="checkbox"/> No		(Initials)					

\* Cardinal cannot accept verbal changes. Please fax written changes to (915) 673-7020.



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Page 2 of 2

# CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

<b>Company Name:</b> Eddie's Sewer Consulting		<b>P.O. #:</b>							
<b>Project Manager:</b> Eddie G. Sosa		<b>Company:</b>							
<b>Address:</b> 601 W Illinois		<b>Attn:</b>							
<b>City:</b> Moline	<b>State:</b> ILLINOIS	<b>Zip:</b>							
<b>Phone #:</b> 302-2236	<b>Fax #:</b>	<b>Address:</b>							
<b>Project #:</b> Duncan	<b>Project Owner:</b> Mark & Carver	<b>City:</b>							
<b>Project Name:</b> Mark & Carver / Duncan lease	<b>State:</b>	<b>Zip:</b>							
<b>Project Location:</b> Tipton N.M.	<b>Phone #:</b>								
<b>Sample Name:</b> Ed. 2 in Sand	<b>Fax #:</b>								
<b>FOR LAB USE ONLY</b>									
Lab I.D.	Sample I.D.	(G)RAB OR (Q)UMP	# CONTAINERS	MATRIX	PRESERV.	SAMPLING	DATE	TIME	ANALYSIS REQUEST
H8286-11	MG 7-1	<input checked="" type="checkbox"/>	1	GROUNDWATER			12/4	4:20	TPH (8015)
-12 MG 7-2		<input checked="" type="checkbox"/>	1	WASTEWATER			12/4	4:25	Chloride
				SOIL					
				OIL					
				SLUDGE					
				OTHER :					
				ACID/BASE:					
				ICE / COOL					
				OTHER :					

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

**Sampler Relinquished:** \_\_\_\_\_  
**Date:** 12/5  
**Time:** 10:30

**Received By:** \_\_\_\_\_

**Relinquished By:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Time:** \_\_\_\_\_

**Delivered By: (Circle One)**  
 Sampler - UPS    Bus    Other:

**Sample Condition**  
 Temp. °C    Intact? ☐ Yes ☐ No  
☐ Yes ☐ No

**Checked By:** \_\_\_\_\_  
 (Initials)

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

**+ Cardinal cannot accept verbal changes. Please fax written changes to (916) 673-7020.**

<p>Yates Pet., etal 3-1-2006 VA-2425 50 00</p>	<p>3372 Ac 11 H.E. Yates 4-4-84 Mabel Gainer M. Cunningham (S)</p> <p>3975 Ac 12 H.E. Yates 4-4-84</p>	<p>Garland Moore, etal Christensen Pet. etal 10-12-2001, W/2</p> <p>J.D. Guye, Est. 10 (K.E. Jennings, V3 M.I.) (E.D. Bilbrey, M.I.)</p> <p>Paul Richards S. Keele</p> <p>Jim A Eakin</p> <p>CR Hoot</p>
<p>36</p> <p>Yates Pet., etal 3-1-2006 VA-2426 62 50</p> <p>State M. Cunningham (S)</p>	<p>3079 Ac 31 Great West'n. Orig. Great West'n Murphy Mins Libbie 1-4-85 James 4-4-84 TD 10500</p> <p>Joyce Tallant E. Linda Peterson Thos. J. James Life Est.</p> <p>Ray Hoskins 7-12-84</p>	<p>32</p> <p>Huber Corp 12-13-86</p> <p>Surf. Div.</p> <p>K.E. Jennings V3 M.I. Huber, E.D. Bilbrey, M.I. Wadley, J. J. Fern Fleetwood Guye, Est.</p> <p>Huber Corp 5-24-87 7-58/345</p>
<p>40.21 Ac 4 40.15 Ac 3 40.09 Ac 2 40.09 Ac 1</p> <p>Yates Pet., etal 9-11-2005</p> <p>Ensign Oper., 1/2 Arrington O&amp;G 1-3-2004 12-4-2003 11-24-2003 10-24-2003</p> <p>Yates Pet., etal 9-11-2005 Ensign Oper., 1/2 Arrington O&amp;G 10-10-2003</p> <p>Lena Hammond, M.I. Trimble Hot Spgs., Inc. Betty Duncan, etal (S)</p>	<p>39.80 Ac 4 40.06 Ac 3 40.10 Ac 2 40.14 Ac 1</p> <p>Union, etal Duncan TD 10532 D/A 12-14-59</p> <p>1995 Ac 5 Union, etal Duncan</p> <p>40.01 Ac 6 Ensign Oper., 1/2 Arrington O&amp;G 10-10-2003</p> <p>40.08 Ac 7 Union Duncan W.C. Disc</p> <p>Betty Duncan, etal (S)</p>	<p>40.16 Ac 4 40.14 Ac 3 40.14 Ac 2 40.12 Ac 1</p> <p>Union Turner TD 14146 R/B 10539</p> <p>Saba Ener (Christensen Pet., etal)</p> <p>1-1-2001 V-4862 15 61</p> <p>Union Bradley TD 10.431</p> <p>"Fern" L.A. (P/B) Greenfield E. Rex Headstream</p> <p>IF (Superior)</p> <p>State</p>
<p>Yates Pet., etal 20 2005</p> <p>Ray Short, etal, M.I. Kinsolving E, Kinsolving 12</p>	<p>40.14 Ac Saba Ener. (Christensen Pet., etal)</p> <p>40.12 Ac (Mayne, Mettz) Horton St. ut. TD 10570</p> <p>Wm. H. Anderson, M.I. R.W. Duncan, etal (S) Penn. Disc.</p>	<p>Christen- Sen Pet., etal (P/B)</p> <p>(Greko AM)</p> <p>Saba En. Fina O&amp;G, 1/2 M.I. (Huber) Morris TD 10,500 U. Penn. Disc.</p> <p>R.C. Young, 1/4 M.I.</p> <p>Byron Fort (S)</p>
<p>Yates Drig. etal 3-1-2012 108046 225 00</p> <p>U.S., MI Kinsolving E, Kinsolving</p>	<p>40.21 Ac Yates Pet., etal 10-1-2007 V-6713 249 65</p> <p>40.20 Ac 7 Saba Engr. Saba-St. (Dev. Disc.)</p> <p>State Betty Duncan, etal (S)</p>	<p>Yates Pet., etal 10-23-2007 5-6-2003 4-14-2003 10-18-2007</p> <p>Rex Killebrew, etal, M.I. Ivalee Thompson</p> <p>Wm. G. Ross, etal</p>



Road

N  
↑

Trench # 3

Trench # 1

Trench # 2

Trench # 7

Trench # 4

Marks + Corner  
Duncan Tank Battery

N  
→

Marks + Garner  
Duncan Lease  
Section 6

