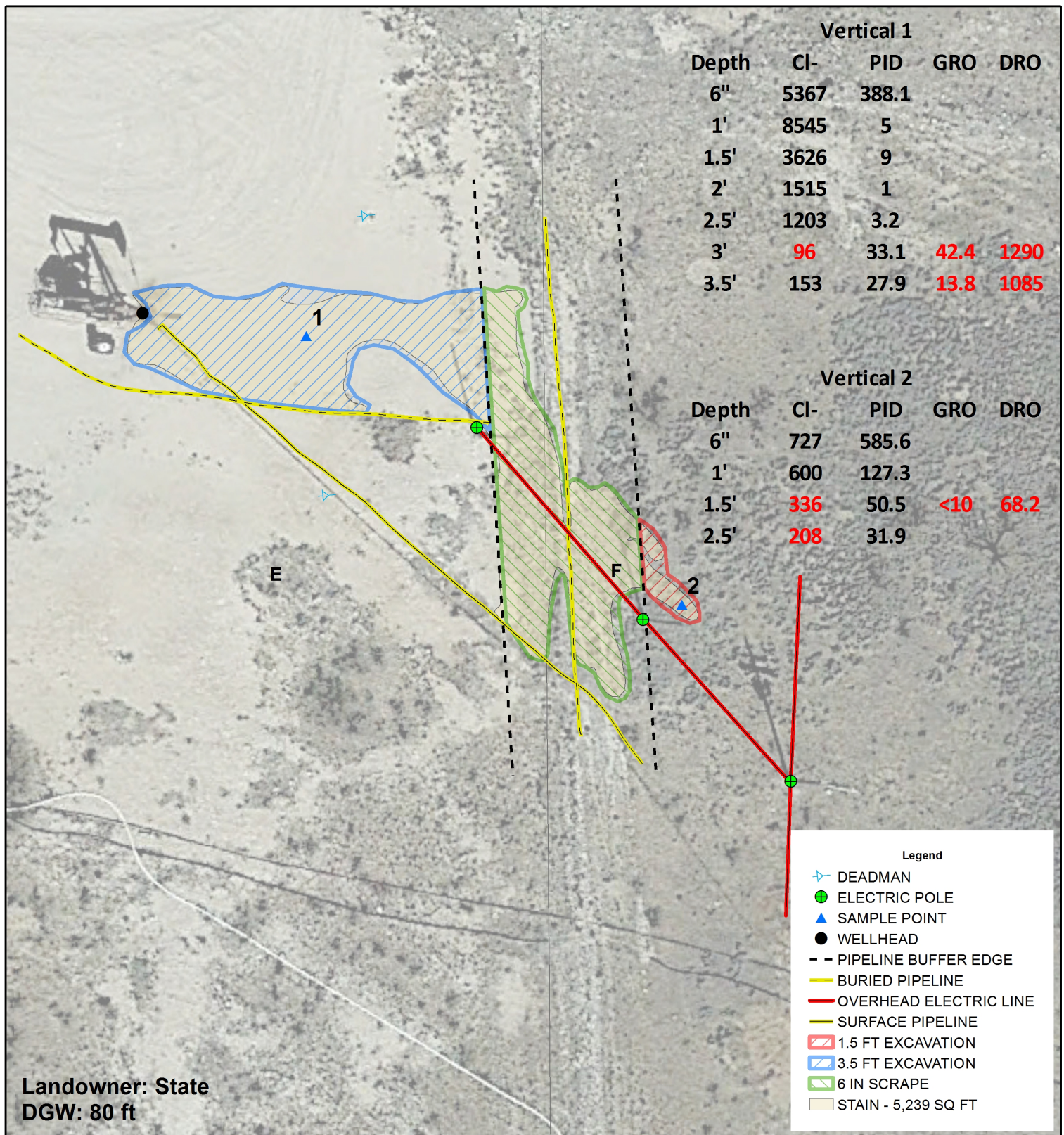


# Excavation



**CONOCOPHILLIPS**  
**EVGSAU 3236-005**

**UL E & F SECTION 32**  
**T-17-S R-35-E**  
**LEA COUNTY, NM**

**Underground facilities are spatially projected and need to be field verified.**

**GPS: 32.794556 -103.484255**

0 25 50  
Feet

GPS date: 3/14 & 23/16 KN

Drawing date: 3/15/16

Drafted by: T. Grieco





PHONE (575) 393-2326 ° 101 E. MARLAND ° HOBBS, NM 88240

---

March 22, 2016

KYLE NORMAN

Basin Environmental Service

P.O. Box 301

Lovington, NM 88260

RE: EVGSAU 3236-005

Enclosed are the results of analyses for samples received by the laboratory on 03/21/16 16:15.

Cardinal Laboratories is accredited through Texas NELAP under certificate number T104704398-15-7. Accreditation applies to drinking water, non-potable water and solid and chemical materials. All accredited analytes are denoted by an asterisk (\*). For a complete list of accredited analytes and matrices visit the TCEQ website at [www.tceq.texas.gov/field/qa/lab\\_accred\\_certif.html](http://www.tceq.texas.gov/field/qa/lab_accred_certif.html).

Cardinal Laboratories is accredited through the State of Colorado Department of Public Health and Environment for:

Method EPA 552.2	Haloacetic Acids (HAA-5)
Method EPA 524.2	Total Trihalomethanes (TTHM)
Method EPA 524.4	Regulated VOCs (V1, V2, V3)

Accreditation applies to public drinking water matrices.

This report meets NELAP requirements and is made up of a cover page, analytical results, and a copy of the original chain-of-custody. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Celey D. Keene". The signature is written in a cursive, flowing style.

Celey D. Keene

Lab Director/Quality Manager



**Analytical Results For:**

Basin Environmental Service  
KYLE NORMAN  
P.O. Box 301  
Lovington NM, 88260  
Fax To: (575) 396-1429

Received: 03/21/2016  
Reported: 03/22/2016  
Project Name: EVGSAU 3236-005  
Project Number: NONE GIVEN  
Project Location: NOT GIVEN

Sampling Date: 03/21/2016  
Sampling Type: Soil  
Sampling Condition: Cool & Intact  
Sample Received By: Jodi Henson

**Sample ID: PT. 1 @ 3' (H600609-01)**

Chloride, SM4500Cl-B			mg/kg		Analyzed By: AP				
Analyte	Result	Reporting Limit	Analyzed	Method Blank	BS	% Recovery	True Value QC	RPD	Qualifier
<b>Chloride</b>	<b>96.0</b>	16.0	03/22/2016	ND	416	104	400	8.00	
TPH 8015M			mg/kg		Analyzed By: MS				
Analyte	Result	Reporting Limit	Analyzed	Method Blank	BS	% Recovery	True Value QC	RPD	Qualifier
<b>GRO C6-C10</b>	<b>42.4</b>	10.0	03/22/2016	ND	199	99.4	200	1.20	
<b>DRO &gt;C10-C28</b>	<b>1290</b>	10.0	03/22/2016	ND	182	91.2	200	8.62	

Surrogate: 1-Chlorooctane 102 % 35-147

Surrogate: 1-Chlorooctadecane 112 % 28-171

**Sample ID: PT. 2 @ 1.5' (H600609-02)**

Chloride, SM4500Cl-B			mg/kg		Analyzed By: AP				
Analyte	Result	Reporting Limit	Analyzed	Method Blank	BS	% Recovery	True Value QC	RPD	Qualifier
<b>Chloride</b>	<b>336</b>	16.0	03/22/2016	ND	416	104	400	8.00	
TPH 8015M			mg/kg		Analyzed By: MS				
Analyte	Result	Reporting Limit	Analyzed	Method Blank	BS	% Recovery	True Value QC	RPD	Qualifier
GRO C6-C10	<10.0	10.0	03/22/2016	ND	199	99.4	200	1.20	
<b>DRO &gt;C10-C28</b>	<b>68.2</b>	10.0	03/22/2016	ND	182	91.2	200	8.62	

Surrogate: 1-Chlorooctane 104 % 35-147

Surrogate: 1-Chlorooctadecane 109 % 28-171

Cardinal Laboratories

\*=Accredited Analyte

PLEASE NOTE: Liability and Damages. Cardinal's liability and client's exclusive remedy for any claim arising, whether based in contract or tort, shall be limited to the amount paid by client for analyses. All claims, including those for negligence and any other cause whatsoever shall be deemed waived unless made in writing and received by Cardinal within thirty (30) days after completion of the applicable service. In no event shall Cardinal be liable for incidental or consequential damages, including, without limitation, business interruptions, loss of use, or loss of profits incurred by client, its subsidiaries, affiliates or successors arising out of or related to the performance of the services hereunder by Cardinal, regardless of whether such claim is based upon any of the above stated reasons or otherwise. Results relate only to the samples identified above. This report shall not be reproduced except in full with written approval of Cardinal Laboratories.



Celey D. Keene, Lab Director/Quality Manager

**Notes and Definitions**

ND	Analyte NOT DETECTED at or above the reporting limit
RPD	Relative Percent Difference
**	Samples not received at proper temperature of 6°C or below.
***	Insufficient time to reach temperature.
-	Chloride by SM4500Cl-B does not require samples be received at or below 6°C Samples reported on an as received basis (wet) unless otherwise noted on report

---

Cardinal Laboratories

\*=Accredited Analyte

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---

Celey D. Keene, Lab Director/Quality Manager



# ORDINAL LABORATORIES

101 East Marland, Hobbs, NM 88240 2111 Beechwood, Abilene, TX 79603  
(505) 393-2326 FAX (505) 393-2476 (325) 673-7001 FAX (325) 673-7020

Pushill  
~~CHAIN-OF-CUS~~

## ~~CHAIN-OF-CUSTODY~~ AND ANALYSIS REQUEST

[illegible]



PHONE (575) 393-2326 ° 101 E. MARLAND ° HOBBS, NM 88240

---

March 24, 2016

KYLE NORMAN

Basin Environmental Service

P.O. Box 301

Lovington, NM 88260

RE: EVGSAU 3236-005

Enclosed are the results of analyses for samples received by the laboratory on 03/23/16 8:45.

Cardinal Laboratories is accredited through Texas NELAP under certificate number T104704398-15-7. Accreditation applies to drinking water, non-potable water and solid and chemical materials. All accredited analytes are denoted by an asterisk (\*). For a complete list of accredited analytes and matrices visit the TCEQ website at [www.tceq.texas.gov/field/qa/lab\\_accred\\_certif.html](http://www.tceq.texas.gov/field/qa/lab_accred_certif.html).

Cardinal Laboratories is accredited through the State of Colorado Department of Public Health and Environment for:

Method EPA 552.2	Haloacetic Acids (HAA-5)
Method EPA 524.2	Total Trihalomethanes (TTHM)
Method EPA 524.4	Regulated VOCs (V1, V2, V3)

Accreditation applies to public drinking water matrices.

This report meets NELAP requirements and is made up of a cover page, analytical results, and a copy of the original chain-of-custody. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Celey D. Keene". The signature is written in a cursive, flowing style.

Celey D. Keene

Lab Director/Quality Manager

**Analytical Results For:**

Basin Environmental Service  
KYLE NORMAN  
P.O. Box 301  
Lovington NM, 88260  
Fax To: (575) 396-1429

Received: 03/23/2016  
Reported: 03/24/2016  
Project Name: EVGSAU 3236-005  
Project Number: NONE GIVEN  
Project Location: NOT GIVEN

Sampling Date: 03/21/2016  
Sampling Type: Soil  
Sampling Condition: Cool & Intact  
Sample Received By: Jodi Henson

**Sample ID: PT. 1 @ 3.5' (H600619-01)**

TPH 8015M		mg/kg		Analyzed By: CK					
Analyte	Result	Reporting Limit	Analyzed	Method Blank	BS	% Recovery	True Value QC	RPD	Qualifier
<b>GRO C6-C10</b>	<b>13.8</b>	10.0	03/23/2016	ND	203	101	200	4.31	
<b>DRO &gt;C10-C28</b>	<b>1090</b>	10.0	03/23/2016	ND	215	108	200	14.0	

Surrogate: 1-Chlorooctane 94.6 % 35-147

Surrogate: 1-Chlorooctadecane 105 % 28-171

**Sample ID: PT. 2 @ 2.5' (H600619-02)**

Chloride, SM4500Cl-B		mg/kg		Analyzed By: AP					
Analyte	Result	Reporting Limit	Analyzed	Method Blank	BS	% Recovery	True Value QC	RPD	Qualifier
<b>Chloride</b>	<b>208</b>	16.0	03/23/2016	ND	416	104	400	0.00	

Cardinal Laboratories

\*=Accredited Analyte

PLEASE NOTE: Liability and Damages. Cardinal's liability and client's exclusive remedy for any claim arising, whether based in contract or tort, shall be limited to the amount paid by client for analyses. All claims, including those for negligence and any other cause whatsoever shall be deemed waived unless made in writing and received by Cardinal within thirty (30) days after completion of the applicable service. In no event shall Cardinal be liable for incidental or consequential damages, including, without limitation, business interruptions, loss of use, or loss of profits incurred by client, its subsidiaries, affiliates or successors arising out of or related to the performance of the services hereunder by Cardinal, regardless of whether such claim is based upon any of the above stated reasons or otherwise. Results relate only to the samples identified above. This report shall not be reproduced except in full with written approval of Cardinal Laboratories.



Celey D. Keene, Lab Director/Quality Manager



### Notes and Definitions

QR-02	The RPD result exceeded the QC control limits; however, both percent recoveries were acceptable. Sample results for the QC batch were accepted based on percent recoveries and completeness of QC data.
ND	Analyte NOT DETECTED at or above the reporting limit
RPD	Relative Percent Difference
**	Samples not received at proper temperature of 6°C or below.
***	Insufficient time to reach temperature.
-	Chloride by SM4500Cl-B does not require samples be received at or below 6°C Samples reported on an as received basis (wet) unless otherwise noted on report

---

Cardinal Laboratories

\*=Accredited Analyte

PLEASE NOTE: Liability and Damages. Cardinal's liability and client's exclusive remedy for any claim arising, whether based in contract or tort, shall be limited to the amount paid by client for analyses. All claims, including those for negligence and any other cause whatsoever shall be deemed waived unless made in writing and received by Cardinal within thirty (30) days after completion of the applicable service. In no event shall Cardinal be liable for incidental or consequential damages, including, without limitation, business interruptions, loss of use, or loss of profits incurred by client, its subsidiaries, affiliates or successors arising out of or related to the performance of the services hereunder by Cardinal, regardless of whether such claim is based upon any of the above stated reasons or otherwise. Results relate only to the samples identified above. This report shall not be reproduced except in full with written approval of Cardinal Laboratories.



---

Celey D. Keene, Lab Director/Quality Manager



101 East Marland, Hobbs, NM 88240 2111 Beechwood, Abilene, TX 79603  
(505) 393-2326 FAX (505) 393-2476 (325) 673-7001 FAX (325) 673-7020

CHAIN-0 Kush

## CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

Company Name: ConocoPhillips

Project Manager: Kyle Norman

Address: 419 W Cain

City: Hobbs

Phone #: 575-393-2967

Project #:

Project Name: ELIASA

Project Location:

Sample Name: Skamplain

FOR LAB USE ONLY

P.O. #:

Company: Basin

Attn:

Address: 419 W Cain

City: Hobbs

State: NM Zip: 88240

Phone #: 575-393-2967

Fax #: 575-393-0293

State: NM Zip: 88240

City: Hobbs

Address: 419 W Cain

Phone #: 575-393-2967

Fax #: 575-393-0293

Relinquished By: [Signature]

Relinquished Date: 3-23-16

Relinquished Time: 8:45

Received By: [Signature]

Received Date: 3-21-16

Received Time: 9:30

Delivered By: (Circle One) ☒ UPS ☐ Bus ☐ Other

Sample Condition ☒ Intact ☐ Cool ☐ Yes ☐ No

Checked By: [Signature]

Lab I.D. H000619

Sample I.D. Pt 10 3.5'

2 Pt 20 2.5'

(G)RAB OR (C)OMP.

# CONTAINERS

GROUNDWATER

WASTEWATER

SOIL

OIL

SLUDGE

OTHER :

ACID/BASE:

ICE / COOL

OTHER :

DATE

TIME

Chlorides

TPH 8015 M

BTEX

Texas TPH

Complete Cations/Anions

TDS

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 causes 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 reasons or otherwise.

Phone Result: ☐ Yes ☒ No

Fax Result: ☐ Yes ☒ No

Add'l Phone #:

Add'l Fax #:

REMARKS:

email results: knorman@basineny.com; jkamplain@basineny;

PLAINS ALL AMERICAN PIPELINE, L.P. ENCROACHMENT NOTIFICATION

FORM 202

NOTIFIED PARTY: McAuliffe  
Name: Josh McAuliffe  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Address: \_\_\_\_\_

Section A:

LOCATION

Qtr:	Section:	Township:	Range:	County:	State:	PMAS File #	District:	Diameter:
	32	17S	35E	1ca	N.M.		PPN	
Other Land Description:	Line Segment:	Eng. Station:	Easement Width:	Mile Post:	Latitude	Longitude		
	Vacuna gath				N 32.79488	W 103.48430		

Section B: DESCRIPTION OF ENCROACHMENT WORK OR FACILITY (attach diagram if necessary)

Work Description: oil Remediation on Plains ROW  
no mechanical Equipment within 20' on each side of ROW

Work Location: N-32.79488, W-103.48430

Encroachment Duration:

One Call Ticket # 16 MA 140558

Section C:

IMPORTANT NOTICE!

Excavation activity can damage pipelines resulting in the release of hazardous gases or liquids, which may cause serious injury or death to people, damage to property or the environment.

To avoid damaging a pipeline:

1. Call ONE CALL - 811 at least 48 hours before work begins.
2. Look for evidence of a pipeline, such as warning signs, aerial patrol markers, casing vents, and aboveground pipeline.
3. Never assume the location of the pipeline because:
  - It can change directions abruptly without aboveground physical evidence
  - The depth can vary substantially in short distances
  - More than one pipeline may be present
4. Call Plains at the telephone number below for free line location service and on site assistance before ANY activity is performed on or near our easement.
5. Follow Plains SPECIFICATIONS on the back of this page, when performing work near a Plains pipeline(s).

This Encroachment License is granted subject to the Conditions and Special Provisions shown below and strictly in accordance with the Specifications shown on the reverse side hereof.

Section D:

CONDITIONS

1. Notified Party will work or construct, maintain, relocate, and remove the facility at no expense to Plains. Plains shall have the right to cut and remove any pavement or other surface structures or improvements now or hereafter located over or across a Plains pipeline, without prior notice or any obligation to repair, resurface or dispose of removed material, for the purpose of exercising any rights granted to Plains under the pipeline rights of way and easements.
2. Any work performed near the pipeline without the presence of a Plains representative will necessitate that the pipeline be exposed for inspection and needed repairs performed at the notified party's or responsible party's cost.
3. Plains may revoke Notified Party's license to conduct the encroachment work in the event of Notified Party's noncompliance with any requirements, conditions, or specifications of the Permit, upon notice given to Notified Party and/or the owner of the facility.
5. NOTIFIED PARTY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS PLAINS, ITS PARENT, ASSOCIATED AND AFFILIATED COMPANIES, THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, INSURERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY LOSS, DAMAGE, CLAIM, SUIT, LIABILITY, JUDGMENT AND EXPENSE (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF LITIGATION), AND ANY FINES, PENALTIES AND ASSESSMENTS ARISING OUT OF INJURY, DISEASE OR DEATH OF PERSONS (INCLUDING THAT OF THE EMPLOYEES OF PLAINS OR NOTIFIED PARTY OR THEIR CONTRACTORS AND SUBCONTRACTORS), DAMAGE TO OR LOSS OF ANY PROPERTY (INCLUDING THAT OF PLAINS OR NOTIFIED PARTY OR THEIR CONTRACTORS AND SUBCONTRACTORS), AND ANY ENVIRONMENTAL HARM, OR DAMAGES TO NATURAL RESOURCES, CAUSED BY, ARISING OUT OF OR RESULTING FROM, EITHER DIRECTLY OR INDIRECTLY, THE ACTIVITIES OF NOTIFIED PARTY AND ITS CONTRACTORS OR SUBCONTRACTORS IN THE CONSTRUCTION, OPERATION AND MAINTENANCE OF NOTIFIED PARTY'S WORK ACROSS PLAINS' PIPELINES AND ASSOCIATED RIGHTS-OF-WAY.
6. The Notified Party, at no cost to Plains, shall supply plans, surveys and drawings, if Plains deems necessary.
7. Plains maintains the right to cease operations, if in the opinion of Plains, the conditions are not being met on the reverse side hereof, or if Notified Party is not following safe operating, excavation activity, appropriate safety or traffic control procedures.
8. Plains reserves the right to alter the terms of this License at any time, provided that Notified Party will be given a reasonable time to comply. Notified Party's expense, with any new requirements.
9. All Work or facilities shall be constructed and maintained to comply with all laws and industry standards and Section F of this License.
10. The License herein granted by Plains is limited to its interest and authority in the subject land and Notified Party acknowledges the possible obligation to obtain the required permission from other parties of interest or the Government.
11. This License does not change or modify any provisions of Plains' existing right-of-way contracts or easements, unless such easements are required to be amended as a result of Notified Party's encroachment. Notified Party acknowledges that the issuing of this Notification may require amendment of the existing right-of-way contract or easement to reflect a change in land use or land rights and Notified Party shall assist Plains in such event.
12. At no cost to the Notified Party, a Plains representative will erect temporary flags marking the pipelines location and shall be present during all active work periods to observe excavation or other construction activities near the pipeline. Notified Party shall provide advance notice of a minimum of two (2) business days prior to any construction and to arrange for a Plains representative to be on site during work activities.
13. Notified Party shall not modify or alter the Work Location, nor construct or permit additional encroachments on the Right-of-Way, without Plains prior written consent.
14. The terms, conditions, and provisions contained herein shall be binding upon the parties hereto, their heirs, successors and assigns.

Section E:

SPECIAL PROVISIONS:

Your local Plains contact is:

Robert Corneli  
575-200-9432

In Event of an Emergency Call: 1-800-708-8071

Plains All American Pipeline, L.P.

Submitted by: real cont

Office Location: Denver CITY T.X.

Date: 3/17/16

Notified Party acknowledges that it has reviewed the Requirements, Conditions, Special Provisions and Specifications of this License and agrees to the terms thereof.

By:

Josh McAuliffe  
Notified Party

Name:

Josh McAuliffe

Title:

Date: 3-17-16

Form 202 (Revised 06.20.2014)

White-Records Yellow-Employee Pink-Contractor



## Section F:

## SPECIFICATIONS

1. ALL PIPELINES, UTILITY LINES and other underground facilities constructed across Plains owned or operated pipeline must be installed with a vertical separation of 12 inches or greater between structures. All facilities crossing a Plains pipeline shall be made of, or encased in, steel pipe with threaded or welded joints the entire width of Plains' right of way. Horizontal separations will be determined on a case-by-case basis. Electrical conduit and cables are excluded, please refer to paragraph 2. All work and cleanup will be conducted in a manner acceptable to Plains' on-site representative. All buried lines crossing the pipeline(s) must cross at an angle of not less than 45 degrees from the pipeline(s). Vinyl direct buried warning tapes shall be placed above the crossing line.
2. ALL UNDERGROUND ELECTRICAL CABLES shall be installed with a vertical separation of 12 inches or greater between structures, with all plans, work and cleanup conducted in a manner acceptable to Plains' on-site representative. Horizontal separation will be determined on a case-by-case basis. In addition, the electrical cable must be enclosed in conduit (steel or Schedule 80 PVC). It should be covered with red reinforced concrete with a minimum width of 6 inches on each side and above the conduit, for the entire width of Plains' right of way.
3. ALL UNDERGROUND FIBER OPTIC CABLES shall be installed with a vertical separation of 12 inches or greater between structures, with all plans, work and cleanup conducted in a manner acceptable to Plains' on-site representative. Horizontal separation will be determined on a case-by-case basis. In addition, the fiber optic cable must be enclosed in conduit (steel or Schedule 80 PVC). It should be covered with red reinforced concrete with a minimum width of 12 inches on each side and above the conduit, for the entire width of Plains' right of way.
4. ALL PROPOSED ROADS, STREETS, OR DRIVEWAYS shall be constructed with a minimum cover of 48 inches, including the sub-grade, as measured from the top of the Plains pipeline to the bottom of the pavement (road, street, or driveway) outlined below. If a Plains pipeline will require adjustment to accommodate a roadway, street, or driveway crossing, the cost of any such lowering or relocation shall be borne by the party or parties requesting the adjustment. With each request involving roads, streets, or driveways, Plains reserves the right to excavate to expose and inspect its pipeline(s) to determine the need for pipe replacement, full encasement, or heavy wall pipe. The cost of this activity will be at the expense of the requesting party.
  - A. PIPELINE MINIMUM COVER REQUIREMENTS
    1. 48 inches from bottom of pavement under a road, street or driveway to the top of Plains' pipeline.
    2. 36 inches under all other surfaces to the top of Plains' pipeline.
  - B. Any concrete paving (other than for road, street or driveway crossings of a Plains pipeline) i.e. a parking lot should it be approved to be constructed over the Plains pipeline by a Plains representative shall (a) be reinforced, (b) not exceed 4 inches in thickness, (c) be sectioned in 10 foot by 15 foot panels (15' dimension shall be perpendicular to the pipeline) with appropriate expansion joints, (d) containing lifting rings, and (e) conform to the minimum cover requirements stipulated above.
  - C. Plains shall have the right to cut and remove any pavement or other surface structures or improvements now or hereafter located over or across a Plains pipeline, without prior notice or any obligation to repair, replace, resurface or dispose of removed material, for the purpose of exercising any rights granted to Plains under the pipeline rights of way and easements. If Plains damages the permitted facility, Permittee shall, at Permittee's sole cost and expense, be responsible for the replacement of the permitted facility that was removed or damaged by Plains, and Plains shall not be required to pay any damages to Permittee.
  - D. APWA color coded vinyl warning tape (yellow) will be placed under the paved area along the route of each pipeline(s).
5. ANY DRAINAGE DITCHES shall be constructed with a minimum cover, and measured from the lowest point in the ditch, to the top of pipe as follows:
  1. Concrete lined - 12 inches.
  2. Unlined - 36 inches.

Any drainage canals shall be constructed with a minimum of 60 inches of cover below the ultimate flow line.
6. TEMPORARY (HAUL) ROAD crossings shall be constructed with a minimum ground cover (as measured from the surface of the road to the top of the pipeline) of 5-feet. A temporary earthen berm may be constructed to meet this requirement.
7. LAKES OR OTHER BODIES OF WATER shall not be constructed over the pipeline or within the boundaries of the pipeline easement. Additionally, the surface cannot be developed or changed in any way that would cause rainwater or runoff to collect on the pipeline right-of-way.
8. DRILLING OR BORING shall require additional damage prevention measures, whether installing a crossing or otherwise conducting such operations within 25-feet of the pipeline. It is Plains' option whether peepholes or sheet piling be installed to an elevation lower than the pipeline, before drilling/boring to help ensure its protection. Plains requires continuous tracking of the drilling head as well as using a physical technique (such as probing) to ascertain the exact location of the head before it crosses the Plains pipeline. Plains may also require that the pipeline be exposed when near drill/bore entry or exit points.
9. ABOVE GROUND LINE CROSSINGS. All overhead wires shall maintain a minimum clearance of 20 feet from the surface of the ground to the location of the lines lowest sag point. All poles will maintain a minimum distance of 20 feet from any pipeline(s). All guy wires and footings are prohibited within the easement area without the prior written consent of Plains.
10. If Plains determines it is necessary to lower, encase or otherwise adjust a Plains pipeline because of the landowner's (developer's, etc.) construction activity, the landowner or developer shall reimburse Plains for the cost of lowering, encasement or other adjustments.
11. Please notify the Plains contact listed on the front page at least two (2) business days prior to commencing any excavating or construction activity in the vicinity of any Plains pipeline. The National One Call law requires that the One Call System be notified at 811 before starting any excavation or construction activity. If you are unable to contact the Plains representatives listed on the front, please contact the Pipeline Control Center in Midland, Texas, and the information will be relayed.
 

Pipeline Control Center  
24 hours: 1-800-708-5071
12. No excavating or construction activity shall be conducted within 25 feet of any Plains pipeline or related facility in the absence of a Plains representative. All plans that are submitted to Plains for approval shall have the phone number above, along with the two (2) business day's notice of commencement, imprinted on plans.
13. Any contractor, developer, geophysical entity etc., planning blasting operations within 500 feet of any Plains pipeline or facility shall submit a blasting plan to Plains for approval. This plan will include hole depth, diameter, spacing, burden, delay times, maximum charge weight per delay, sequence, explosive type and blast zone relative to the Plains pipeline or facility. Under no circumstances will blasting or seismic shot holes be allowed within 100 feet of any Plains pipeline.
14. No signs, billboards, monuments, buildings, power poles, structures, manholes, parking lots, shrubbery, or trees shall be located within a Plains right of way and easement area so that the pipeline can be maintained without damaging these structures or being impeded by them. However Plains may allow these or similar structures to be built within a Plains right of way and easement area, if a party agrees to enter into an Encroachment Agreement, whichever is most applicable to the situation, prior to any construction of these similar structures.
15. No excavation shall be made on land adjacent to any Plains pipeline which will in any way impair, withdraw lateral support, cause subsidence, create the accumulation of water, or cause damage to the Plains pipeline right of way.
16. No fence shall be placed across a Plains right of way without written permission from Plains. If fences are permitted, 14-foot gates must be installed on the right of way, and keys to any installed locks shall be provided to Plains.
17. Side cutters shall be removed from the bucket of excavation equipment, and a bar shall be installed across the teeth during excavation in the vicinity of any Plains pipeline.
18. No paving is to be placed over any Plains right of way without prior written permission from Plains.
19. Any damage to existing Plains pipelines, facilities, pipeline insulation and/or casing, markers and/or signs, test leads, vent pipes, fences, gates and/or any other associated pipeline apparatus resulting from the installation, construction, maintenance or operations of any third party facilities crossing Plains' pipelines shall be repaired to Plains' satisfaction or replaced at the sole cost and expense by the responsible party within 15 days after the damage has occurred.
20. All written requests should be supported with plans and forwarded to Plains All American Pipeline, L.P., as follows: 1) Attn: Land Department, 333 Clay Street, Suite 1600, Houston, Texas 77002, Direct: (713) 646-4100, Fax: (713) 646-4149 and Division PHMSA Records Specialist.

# Conoco Phillips EVGSAU 3236-005

Unit Letter E & F Section 34, T17S, R35E



Initial release area, facing north east 3/14/2016



Initial release area, facing north west 3/14/2016



Excavation, facing west 3/23/2016



Excavation, facing north 3/23/2016