

Report Date: July 5, 2001 Order Number: A01050432  
 SEC36-255-36E J. Anthony Ranch

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 SEC 36-255-36E

## Summary Report

Before the OCC  
 Case 13142 - De Novo  
 OCD Ex. 4

Wayne Price  
 OCD  
 1220 S. Saint Francis Dr.  
 Santa Fe, NM 87504

Report Date: July 5, 2001

Order ID Number: A01050432

Project Number: SEC36-255-36E  
 Project Name: J. Anthony Ranch  
 Project Location: SEC 36-255-36E

Sample	Description	Matrix	Date Taken	Time Taken	Date Received
170563	0105021700	Soil	5/2/01	17:00	5/4/01
170564	0105021710	Soil	5/2/01	17:00	5/4/01
170565	0105021720	Soil	5/2/01	17:00	5/4/01
170566	0105021800	Soil	5/2/01	17:00	5/4/01
170567	0105021830	Soil	5/2/01	17:00	5/4/01
170568	0105021900	Soil	5/2/01	17:00	5/4/01

This report consists of a total of 2 page(s) and is intended only as a summary of results for the sample(s) listed above.

Sample - Field Code	BTEX					TPH
	Benzene (mg/Kg)	Toluene (mg/Kg)	Ethylbenzene (mg/Kg)	M,P,O-Xylene (mg/Kg)	Total BTEX (mg/Kg)	TRPHC (mg/Kg)
170563 - 0105021700	<0.013	<0.013	<0.013	0.685	0.685	35700
170564 - 0105021710	<0.013	<0.013	<0.013	<0.013	<0.013	7500
170565 - 0105021720	<0.013	<0.013	<0.013	<0.013	<0.013	23900
170566 - 0105021800	<0.013	<0.013	<0.013	<0.013	<0.013	<10.0
170567 - 0105021830	<0.025	<0.025	<0.025	<0.025	<0.025	20900
170568 - 0105021900	1.06	2	<0.1	<0.1	3.06	16500

### Sample: 170563 - 0105021700

Param	Flag	Result	Units
CL		<10	mg/Kg

### Sample: 170564 - 0105021710

Param	Flag	Result	Units
CL		<10	mg/Kg

### Sample: 170565 - 0105021720

Param	Flag	Result	Units
CL		<10	mg/Kg

Report Date: 07/20/01 Order Number: A01050432

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SEC 36-255-36E J. Anthony Ranch

SEC 36-255-36E

Sample: 170560 - 0105021800

Param	Flag	Result	Units
CL		<50	mg/Kg

Sample: 170567 - 0105021830

Param	Flag	Result	Units
CL		<50	mg/Kg

Sample: 170568 - 0105021900

Param	Flag	Result	Units
Hydroxide Alkalinity		<1.0	mg/Kg as CaCo3
Carbonate Alkalinity		<1.0	mg/Kg as CaCo3
Bicarbonate Alkalinity		138	mg/Kg as CaCo3
Total Alkalinity		138	mg/Kg as CaCo3
Specific Conductance		675	µMHOS/cm
Total Mercury		<0.19	mg/Kg
CL		<50	mg/Kg
Fluoride		9.11	mg/Kg
Nitrate-N		<5.0	mg/Kg
Sulfate		106	mg/Kg
Dissolved Calcium		14.3	mg/Kg
Dissolved Magnesium		8.30	mg/Kg
Dissolved Potassium		9.47	mg/Kg
Dissolved Sodium		38.8	mg/Kg
Total Dissolved Solids		27900	mg/Kg
Total Arsenic		<5	mg/Kg
Total Barium		14.8	mg/Kg
Total Cadmium		<2	mg/Kg
Total Chromium		<5	mg/Kg
Total Lead		<5	mg/Kg
Total Selenium		<5	mg/Kg
Total Silver		<1	mg/Kg
pH		8.7	s.u.

# TRACE ANALYSIS, INC.

6701 Aberdeen Avenue, Suite 9  
155 McCutcheon, Suite H

Lubbock, Texas 79424  
El Paso, Texas 79932

800•378•1296  
888•588•3443

806•794•1296  
915•585•3443

FAX 806•794•1298  
FAX 915•585•4944

E-Mail: lab@traceanalysis.com

## Analytical and Quality Control Report

Wayne Price  
OCD  
1220 S. Saint Francis Dr.  
Santa Fe, NM 87504

Report Date: July 5, 2001

Order ID Number: A01050432

Project Number: SEC36-255-36E  
Project Name: J. Anthony Ranch  
Project Location: SEC 36-255-36E

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
170563	0105021700	Soil	5/2/01	17:00	5/4/01
170564	0105021710	Soil	5/2/01	17:00	5/4/01
170565	0105021720	Soil	5/2/01	17:00	5/4/01
170566	0105021800	Soil	5/2/01	17:00	5/4/01
170567	0105021830	Soil	5/2/01	17:00	5/4/01
170568	0105021900	Soil	5/2/01	17:00	5/4/01

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 18 pages and shall not be reproduced except in its entirety including the chain of custody (COC), without written approval of Trace Analysis, Inc.

  
Dr. Blair Leftwich, Director

### Analytical Report

**Sample:** 170563 - 0105021700

Analysis: BTEX Analytical Method: S 8021B QC Batch: QC11133 Date Analyzed: 5/11/01  
 Analyst: JW Preparation Method: E 5030B Prep Batch: PB09536 Date Prepared: 5/11/01

Param	Flag	Result	Units	Dilution	RDL
Benzene		<0.013	mg/Kg	13	0.001
Toluene		<0.013	mg/Kg	13	0.001
Ethylbenzene		<0.013	mg/Kg	13	0.001
M,P,O-Xylene		0.685	mg/Kg	13	0.001
Total BTEX		0.685	mg/Kg	13	0.001

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
TFT		1.11	mg/Kg	13	0.10	85	72 - 128
4-BFB		1.02	mg/Kg	13	0.10	78	72 - 128

**Sample:** 170563 - 0105021700

Analysis: Ion Chromatography (IC) Analytical Method: E 300.0 QC Batch: QC11235 Date Analyzed: 5/15/01  
 Analyst: JS Preparation Method: N/A Prep Batch: PB09622 Date Prepared: 5/9/01

Param	Flag	Result	Units	Dilution	RDL
CL		<10	mg/Kg	1	0.50

**Sample:** 170563 - 0105021700

Analysis: TPH Analytical Method: E 418.1 QC Batch: QC11015 Date Analyzed: 5/8/01  
 Analyst: JJ Preparation Method: N/A Prep Batch: PB09454 Date Prepared: 5/5/01

Param	Flag	Result	Units	Dilution	RDL
TRPHC		35700	mg/Kg	1	10

**Sample:** 170564 - 0105021710

Analysis: BTEX Analytical Method: S 8021B QC Batch: QC11133 Date Analyzed: 5/11/01  
 Analyst: JW Preparation Method: E 5030B Prep Batch: PB09536 Date Prepared: 5/11/01

Param	Flag	Result	Units	Dilution	RDL
Benzene		<0.013	mg/Kg	13	0.001
Toluene		<0.013	mg/Kg	13	0.001
Ethylbenzene		<0.013	mg/Kg	13	0.001
M,P,O-Xylene		<0.013	mg/Kg	13	0.001
Total BTEX		<0.013	mg/Kg	13	0.001

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
TFT		1.36	mg/Kg	13	0.10	104	72 - 128
4-BFB		1.19	mg/Kg	13	0.10	91	72 - 128

**Sample: 170564 - 0105021710**

Analysis: Ion Chromatography (IC) Analytical Method: E 300.0 QC Batch: QC11235 Date Analyzed: 5/15/01  
Analyst: JS Preparation Method: N/A Prep Batch: PB09622 Date Prepared: 5/9/01

Param	Flag	Result	Units	Dilution	RDL
CL		<10	mg/Kg	1	0.50

**Sample: 170564 - 0105021710**

Analysis: TPH Analytical Method: E 418.1 QC Batch: QC11015 Date Analyzed: 5/8/01  
Analyst: JJ Preparation Method: N/A Prep Batch: PB09454 Date Prepared: 5/5/01

Param	Flag	Result	Units	Dilution	RDL
TRPHC		7500	mg/Kg	1	10

**Sample: 170565 - 0105021720**

Analysis: BTEX Analytical Method: S 8021B QC Batch: QC11133 Date Analyzed: 5/11/01  
Analyst: JW Preparation Method: E 5030B Prep Batch: PB09536 Date Prepared: 5/11/01

Param	Flag	Result	Units	Dilution	RDL
Benzene		<0.013	mg/Kg	13	0.001
Toluene		<0.013	mg/Kg	13	0.001
Ethylbenzene		<0.013	mg/Kg	13	0.001
M,P,O-Xylene		<0.013	mg/Kg	13	0.001
Total BTEX		<0.013	mg/Kg	13	0.001

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
TFT		1.26	mg/Kg	13	0.10	96	72 - 128
4-BFB		1.08	mg/Kg	13	0.10	83	72 - 128

**Sample: 170565 - 0105021720**

Analysis: Ion Chromatography (IC) Analytical Method: E 300.0 QC Batch: QC11235 Date Analyzed: 5/15/01  
Analyst: JS Preparation Method: N/A Prep Batch: PB09622 Date Prepared: 5/9/01

Param	Flag	Result	Units	Dilution	RDL
CL		<10	mg/Kg	1	0.50

**Sample: 170565 - 0105021720**

Analysis: TPH Analytical Method: E 418.1 QC Batch: QC11015 Date Analyzed: 5/8/01  
Analyst: JJ Preparation Method: N/A Prep Batch: PB09454 Date Prepared: 5/5/01

Param	Flag	Result	Units	Dilution	RDL
TRPHC		23900	mg/Kg	1	10

**Sample: 170566 - 0105021800**

Analysis: BTEX Analytical Method: S 8021B QC Batch: QC11133 Date Analyzed: 5/11/01  
Analyst: JW Preparation Method: E 5030B Prep Batch: PB09536 Date Prepared: 5/11/01

Param	Flag	Result	Units	Dilution	RDL
Benzene		<0.013	mg/Kg	13	0.001
Toluene		<0.013	mg/Kg	13	0.001
Ethylbenzene		<0.013	mg/Kg	13	0.001
M,P,O-Xylene		<0.013	mg/Kg	13	0.001
Total BTEX		<0.013	mg/Kg	13	0.001

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
TFT		1.3	mg/Kg	13	0.10	100	72 - 128
4-BFB		1.16	mg/Kg	13	0.10	89	72 - 128

**Sample: 170566 - 0105021800**

Analysis: Ion Chromatography (IC) Analytical Method: E 300.0 QC Batch: QC11235 Date Analyzed: 5/15/01  
Analyst: JS Preparation Method: N/A Prep Batch: PB09622 Date Prepared: 5/9/01

Param	Flag	Result	Units	Dilution	RDL
CL		<50	mg/Kg	5	0.50

**Sample: 170566 - 0105021800**

Analysis: TPH Analytical Method: E 418.1 QC Batch: QC11015 Date Analyzed: 5/8/01  
Analyst: JJ Preparation Method: N/A Prep Batch: PB09454 Date Prepared: 5/5/01

Param	Flag	Result	Units	Dilution	RDL
TRPHC		<10.0	mg/Kg	1	10

**Sample: 170567 - 0105021830**

Analysis: BTEX Analytical Method: S 8021B QC Batch: QC11133 Date Analyzed: 5/11/01  
Analyst: JW Preparation Method: E 5030B Prep Batch: PB09536 Date Prepared: 5/11/01

Param	Flag	Result	Units	Dilution	RDL
Benzene		<0.025	mg/Kg	25	0.001
Toluene		<0.025	mg/Kg	25	0.001
Ethylbenzene		<0.025	mg/Kg	25	0.001
M,P,O-Xylene		<0.025	mg/Kg	25	0.001
Total BTEX		<0.025	mg/Kg	25	0.001

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
TFT		2.43	mg/Kg	25	0.10	97	72 - 128
4-BFB		2.55	mg/Kg	25	0.10	102	72 - 128

**Sample: 170567 - 0105021830**

Analysis: Ion Chromatography (IC) Analytical Method: E 300.0 QC Batch: QC11235 Date Analyzed: 5/15/01  
 Analyst: JS Preparation Method: N/A Prep Batch: PB09622 Date Prepared: 5/9/01

Param	Flag	Result	Units	Dilution	RDL
CL		<50	mg/Kg	5	0.50

**Sample: 170567 - 0105021830**

Analysis: TPH Analytical Method: E 418.1 QC Batch: QC11015 Date Analyzed: 5/8/01  
 Analyst: JJ Preparation Method: N/A Prep Batch: PB09454 Date Prepared: 5/5/01

Param	Flag	Result	Units	Dilution	RDL
TRPHC		20900	mg/Kg	1	10

**Sample: 170568 - 0105021900**

Analysis: Alkalinity Analytical Method: E 310.1 QC Batch: QC11295 Date Analyzed: 5/17/01  
 Analyst: RS Preparation Method: N/A Prep Batch: PB09662 Date Prepared: 5/17/01

Param	Flag	Result	Units	Dilution	RDL
Hydroxide Alkalinity		<1.0	mg/Kg as CaCo3	1	1
Carbonate Alkalinity		<1.0	mg/Kg as CaCo3	1	1
Bicarbonate Alkalinity		138	mg/Kg as CaCo3	1	1
Total Alkalinity		138	mg/Kg as CaCo3	1	1

**Sample: 170568 - 0105021900**

Analysis: BTEX Analytical Method: S 8021B QC Batch: QC11133 Date Analyzed: 5/11/01  
 Analyst: JW Preparation Method: E 5030B Prep Batch: PB09536 Date Prepared: 5/11/01

Param	Flag	Result	Units	Dilution	RDL
Benzene		1.06	mg/Kg	100	0.001
Toluene		2	mg/Kg	100	0.001
Ethylbenzene		<0.1	mg/Kg	100	0.001
M,P,O-Xylene		<0.1	mg/Kg	100	0.001
Total BTEX		3.06	mg/Kg	100	0.001

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
TFT		9.63	mg/Kg	100	0.10	96	72 - 128
4-BFB		11.1	mg/Kg	100	0.10	111	72 - 128

**Sample: 170568 - 0105021900**

Analysis: Conductivity Analytical Method: SM 2510B QC Batch: QC11189 Date Analyzed: 5/9/01  
 Analyst: JS Preparation Method: N/A Prep Batch: PB09552 Date Prepared: 5/9/01

Param	Flag	Result	Units	Dilution	RDL
Specific Conductance		675	µMHOS/cm	1	

**Sample: 170568 - 0105021900**

Analysis: Hg, Total Analytical Method: S 7471A QC Batch: QC11082 Date Analyzed: 5/10/01  
 Analyst: SSC Preparation Method: N/A Prep Batch: PB09503 Date Prepared: 5/10/01

Param	Flag	Result	Units	Dilution	RDL
Total Mercury		<0.19	mg/Kg	1	0.19

**Sample: 170568 - 0105021900**

Analysis: Ion Chromatography (IC) Analytical Method: E 300.0 QC Batch: QC11178 Date Analyzed: 5/10/01  
 Analyst: JS Preparation Method: N/A Prep Batch: PB09567 Date Prepared: 5/9/01

Param	Flag	Result	Units	Dilution	RDL
CL		<50	mg/Kg	5	0.50
Fluoride		9.11	mg/Kg	5	0.20
Nitrate-N		<5.0	mg/Kg	5	0.20
Sulfate		106	mg/Kg	5	0.50

**Sample: 170568 - 0105021900**

Analysis: Salts Analytical Method: S 6010B QC Batch: QC12373 Date Analyzed: 6/27/01  
 Analyst: LB Preparation Method: E 3005 A Prep Batch: PB10481 Date Prepared: 6/27/01

Param	Flag	Result	Units	Dilution	RDL
Dissolved Calcium		14.3	mg/Kg	1	0.50
Dissolved Magnesium		8.30	mg/Kg	1	0.50
Dissolved Potassium		9.47	mg/Kg	1	0.50
Dissolved Sodium		38.8	mg/Kg	1	0.50

**Sample: 170568 - 0105021900**

Analysis: TDS Analytical Method: E 160.1 QC Batch: QC11259 Date Analyzed: 5/16/01  
 Analyst: JS Preparation Method: N/A Prep Batch: PB09621 Date Prepared: 5/15/01

Param	Flag	Result	Units	Dilution	RDL
Total Dissolved Solids		27900	mg/Kg	20	10

**Sample: 170568 - 0105021900**

Analysis: TPH Analytical Method: E 418.1 QC Batch: QC11015 Date Analyzed: 5/8/01  
 Analyst: JJ Preparation Method: N/A Prep Batch: PB09454 Date Prepared: 5/5/01

Param	Flag	Result	Units	Dilution	RDL
TRPHC		16500	mg/Kg	1	10

**Sample: 170568 - 0105021900**

Analysis: Total Metals Analytical Method: S 6010B QC Batch: QC11123 Date Analyzed: 5/12/01  
 Analyst: RR Preparation Method: E 3010A Prep Batch: PB09414 Date Prepared: 5/7/01

Continued ...

... Continued Sample: 170568 Analysis: Total Metals

Param	Flag	Result	Units	Dilution	RDL
Total Arsenic		<5	mg/Kg	1	5
Total Barium		14.8	mg/Kg	1	5
Total Cadmium		<2	mg/Kg	1	2
Total Chromium		<5	mg/Kg	1	5
Total Lead		<5	mg/Kg	1	5
Total Selenium		<5	mg/Kg	1	5
Total Silver		<1	mg/Kg	1	1

Sample: 170568 - 0105021900

Analysis: pH Analytical Method: E 150.1 QC Batch: QC11251 Date Analyzed: 5/9/01  
Analyst: RS Preparation Method: N/A Prep Batch: PB09627 Date Prepared: 5/9/01

Param	Flag	Result	Units	Dilution	RDL
pH		8.7	s.u.	1	1

## Quality Control Report Method Blank

Method Blank      QCBatch:    QC11015

Param	Flag	Results	Units	Reporting Limit
TRPHC		<10.0	mg/Kg	10

Method Blank      QCBatch:    QC11082

Param	Flag	Results	Units	Reporting Limit
Total Mercury		<0.19	mg/Kg	0.19

Method Blank      QCBatch:    QC11123

Param	Flag	Results	Units	Reporting Limit
Total Arsenic		<5	mg/Kg	5
Total Barium		<5	mg/Kg	5
Total Cadmium		<2	mg/Kg	2
Total Chromium		<5	mg/Kg	5
Total Lead		<5	mg/Kg	5
Total Selenium		<5	mg/Kg	5
Total Silver		<1	mg/Kg	1

Method Blank      QCBatch:    QC11133

Param	Flag	Results	Units	Reporting Limit
Benzene		<0.013	mg/Kg	0.001
Toluene		<0.013	mg/Kg	0.001
Ethylbenzene		<0.013	mg/Kg	0.001
M,P,O-Xylene		<0.013	mg/Kg	0.001
Total BTEX		<0.013	mg/Kg	0.001

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
TFT		1.27	mg/Kg	13	0.10	97	72 - 128
4-BFB		1.11	mg/Kg	13	0.10	85	72 - 128

Method Blank      QCBatch:    QC11178

Param	Flag	Results	Units	Reporting Limit
CL		2.91	mg/Kg	0.50
Fluoride		<1.0	mg/Kg	0.20
Nitrate-N		<1.0	mg/Kg	0.20
Sulfate		7.89	mg/Kg	0.50

Method Blank      QCBatch:    QC11189

Param	Flag	Results	Units	Reporting Limit
Specific Conductance		6.77	$\mu$ MHOS/cm	

Method Blank      QCBatch:    QC11235

Param	Flag	Results	Units	Reporting Limit
CL		2.99	mg/Kg	0.50

Method Blank      QCBatch:    QC11259

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

Method Blank      QCBatch:    QC11295

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

Method Blank      QCBatch:    QC12373

Param	Flag	Results	Units	Reporting Limit
Dissolved Calcium		<0.5	mg/L	0.50
Dissolved Magnesium		<0.5	mg/L	0.50
Dissolved Potassium		<0.5	mg/L	0.50
Dissolved Sodium		<0.5	mg/L	0.50

Quality Control Report  
Duplicate Samples

Duplicate		QCBatch: QC11189						
Param	Flag	Duplicate Result	Sample Result	Units	Dilution	RPD	RPD Limit	
Specific Conductance		2875	2870	μMHOS/cm	1	0	6.1	

Duplicate		QCBatch: QC11251						
Param	Flag	Duplicate Result	Sample Result	Units	Dilution	RPD	RPD Limit	
pH		7.5	7.5	s.u.	1	0	0.85	

Duplicate		QCBatch: QC11295						
Param	Flag	Duplicate Result	Sample Result	Units	Dilution	RPD	RPD Limit	
Hydroxide Alkalinity		<1.0	<1.0	mg/Kg as CaCo3	1	0	7	
Carbonate Alkalinity		<1.0	<1.0	mg/Kg as CaCo3	1	0	7	
Bicarbonate Alkalinity	1	22	16	mg/Kg as CaCo3	1	31	7	
Total Alkalinity		22	16	mg/Kg as CaCo3	1	31	7	

### Quality Control Report Lab Control Spikes and Duplicate Spikes

Laboratory Control Spikes		QCBatch: QC11015								
Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
TRPHC	276	252	mg/Kg	1	250	<10.0	110	9	70 - 130	20

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

Laboratory Control Spikes		QCBatch: QC11082								
Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Total Mercury	2.55	2.55	mg/Kg	1	2.50	<0.19	102	0	83 - 124	20

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

Laboratory Control Spikes		QCBatch: QC11123								
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<sup>1</sup> Sample RPD was above acceptable control limits

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Total Arsenic	60.60	61.20	mg/Kg	1	50	<5	121	0	80 - 120	20
Total Barium	110	111	mg/Kg	1	100	<5	110	0	80 - 120	20
Total Cadmium	27.3	27.40	mg/Kg	1	25	<2	109	0	80 - 120	20
Total Chromium	11	11	mg/Kg	1	10	<5	110	0	80 - 120	20
Total Lead	55.4	55.1	mg/Kg	1	50	<5	110	0	80 - 120	20
Total Selenium	48.50	48.3	mg/Kg	1	50	<5	97	0	80 - 120	20
Total Silver	<sup>2</sup> 4.57	4.64	mg/Kg	1	12.50	<1	36	1	80 - 120	20

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

### Laboratory Control Spikes

QC Batch: QC11133

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
MTBE	1.28	1.19	mg/Kg	13	0.10	<0.013	98	7	80 - 120	20
Benzene	1.33	1.29	mg/Kg	13	0.10	<0.013	102	3	80 - 120	20
Toluene	1.25	1.23	mg/Kg	13	0.10	<0.013	96	1	80 - 120	20
Ethylbenzene	1.22	1.2	mg/Kg	13	0.10	<0.013	93	1	80 - 120	20
M,P,O-Xylene	3.7	3.62	mg/Kg	13	0.30	<0.013	94	2	80 - 120	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
TFT	1.3	1.25	mg/Kg	13	0.10	100	96	72 - 128
4-BFB	1.23	1.19	mg/Kg	13	0.10	94	91	72 - 128

### Laboratory Control Spikes

QC Batch: QC11178

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Bromide	2.59	2.61	mg/Kg	1	2.50	<1.0	103	0	90 - 110	20
CL	<sup>3</sup> 14.16	<sup>4</sup> 14.21	mg/Kg	1	12.50	2.91	113	0	90 - 110	20
Fluoride	<sup>5</sup> 2.73	<sup>6</sup> 2.73	mg/Kg	1	2.50	<1.0	109	0	90 - 110	20
Nitrate-N	<sup>7</sup> 2.56	<sup>8</sup> 2.55	mg/Kg	1	2.50	<1.0	102	0	90 - 110	20
Sulfate	<sup>9</sup> 19.71	<sup>10</sup> 20.02	mg/Kg	1	12.50	7.89	157	1	90 - 110	20

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

### Laboratory Control Spikes

QC Batch: QC11235

<sup>2</sup> Matrix spike and LCS recoveries were low on Ag due to the Ag falling out of solutions.

<sup>3</sup> Sample master doesn't subtract the blank from the spikes. The correct %EA = 90.

<sup>4</sup> Sample master doesn't subtract the blank from the spikes. The correct %EA = 90.

<sup>5</sup> Sample master doesn't subtract the blank from the spikes. The correct %EA = 109.

<sup>6</sup> Sample master doesn't subtract the blank from the spikes. The correct %EA = 109.

<sup>7</sup> Sample master doesn't subtract the blank from the spikes. The correct %EA = 102.

<sup>8</sup> Sample master doesn't subtract the blank from the spikes. The correct %EA = 102.

<sup>9</sup> Sample master doesn't subtract the blank from the spikes. The correct %EA = 95.

<sup>10</sup> Sample master doesn't subtract the blank from the spikes. The correct %EA = 97.

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
CL	<sup>11</sup> 14.41	<sup>12</sup> 14.40	mg/Kg	1	12.50	2.99	115	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: QC12373

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Dissolved Calcium	100	102	mg/L	1	100	<0.5	100	1	75 - 125	20
Dissolved Magnesium	95.9	99.3	mg/L	1	100	<0.5	95	3	75 - 125	20
Dissolved Potassium	97.4	99.4	mg/L	1	100	<0.5	97	2	75 - 125	20
Dissolved Sodium	94.9	99.1	mg/L	1	100	<0.5	94	4	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: QC11015

Param	MS Result	MSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
TRPHC	255	271	mg/Kg	1	250	<10.0	102	6	70 - 130	20

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

### Matrix Spikes

QCBatch: QC11082

Param	MS Result	MSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Total Mercury	2.43	2.55	mg/Kg	1	2.50	<0.19	97	4	83 - 124	20

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

### Matrix Spikes

QCBatch: QC11123

Param	MS Result	MSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Total Arsenic	57.5	58.3	mg/Kg	1	50	<5	115	1	75 - 125	20
Total Barium	211	196	mg/Kg	1	100	88.6	122	13	75 - 125	20
Total Cadmium	26.4	26.4	mg/Kg	1	25	<2	105	0	75 - 125	20

Continued ...

<sup>11</sup>Sample master doesn't subtract the blank from the spikes. The correct %EA = 91.

<sup>12</sup>Sample master doesn't subtract the blank from the spikes. The correct %EA = 91.

... Continued

Param	MS Result	MSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Total Chromium	<sup>13</sup> 24.3	<sup>14</sup> 23	mg/Kg	1	10	11	133	10	75 - 125	20
Total Lead	74.3	78.5	mg/Kg	1	50	29.3	90	8	75 - 125	20
Total Selenium	39	40.6	mg/Kg	1	50	<5	78	4	75 - 125	20
Total Silver	<sup>15</sup> 4.67	4.67	mg/Kg	1	12.50	<1	37	0	75 - 125	20

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

## Matrix Spikes QCBatch: QC11133

Param	MS Result	MSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Benzene	0.744	0.968	mg/Kg	13	0.10	<0.013	57	177	80 - 120	20
Toluene	0.729	0.969	mg/Kg	13	0.10	<0.013	56	178	80 - 120	20
Ethylbenzene	0.682	0.918	mg/Kg	13	0.10	<0.013	52	178	80 - 120	20
M,P,O-Xylene	2	2.696	mg/Kg	13	0.30	<0.013	51	178	80 - 120	20

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

Surrogate	MS Result	MSD Result	Units	Dilution	Spike Amount	MS % Rec	MSD % Rec	Recovery Limits
TFT	0.976	1.254	mg/Kg	13	0.10	75	96	72 - 128
4-BFB	1.05	1.261	mg/Kg	13	0.10	80	97	72 - 128

## Matrix Spikes QCBatch: QC11178

Param	MS Result	MSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
CL	1435.61	1437.97	mg/Kg	1	625	863	91	0	70 - 115	20
Fluoride	<sup>16</sup> 122.26	<sup>17</sup> 126.20	mg/Kg	1	125	<5.0	97	3	77 - 111	20
Nitrate-N	<sup>18</sup> 126.15	<sup>19</sup> 127.18	mg/Kg	1	125	<5.0	100	0	80 - 112	20
Sulfate	<sup>20</sup> 675.59	<sup>21</sup> 682.15	mg/Kg	1	625	53.5	99	1	74 - 118	20

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

## Matrix Spikes QCBatch: QC11235

<sup>13</sup>Poor spike recovery due to matrix difficulties. LCS/LCSD show analysis in control.<sup>14</sup>Poor spike recovery due to matrix difficulties. LCS/LCSD show analysis in control.<sup>15</sup>Matrix spike and LCS recoveries were low on Ag due to the Ag falling out of solutions.<sup>16</sup>I spiked the \* 50 dilution for 170574, but reported the \*5 dilution. The correct %EA = 92.<sup>17</sup>I spiked the \* 50 dilution for 170574, but reported the \*5 dilution.<sup>18</sup>I spiked the \* 50 dilution for 170574, but reported the \*5 dilution.<sup>19</sup>I spiked the \* 50 dilution for 170574, but reported the \*5 dilution.<sup>20</sup>I spiked the \* 50 dilution for 170574, but reported the \*5 dilution. The correct %EA = 96.<sup>21</sup>I spiked the \* 50 dilution for 170574, but reported the \*5 dilution.

Param	MS Result	MSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
CL	773.57	771.37	mg/Kg	1	250	520	101	0	70 - 115	20

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

## Matrix Spikes

QCBatch: QC12373

Param	MS Result	MSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
Dissolved Calcium	111	109	mg/L	1	100	14.3	96	2	75 - 125	20
Dissolved Magnesium	99.6	97.6	mg/L	1	100	8.30	91	2	75 - 125	20
Dissolved Potassium	103	100	mg/L	1	100	9.47	93	3	75 - 125	20
Dissolved Sodium	132	127	mg/L	1	100	38.8	93	5	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: QC11015

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
TRPHC		mg/Kg	100	98.1	98	75 - 125	5/8/01

## CCV (2)

QCBatch: QC11015

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
TRPHC		mg/Kg	100	104	104	75 - 125	5/8/01

## ICV (1)

QCBatch: QC11015

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
TRPHC		mg/Kg	100	98.6	98	75 - 125	5/8/01

## CCV (1)

QCBatch: QC11082

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Total Mercury		mg/Kg	0.005	0.00492	98	80 - 120	5/10/01

ICV (1)      QCBatch:    QC11082

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Total Mercury		mg/Kg	0.005	0.00513	102	80 - 120	5/10/01

CCV (1)      QCBatch:    QC11123

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Total Arsenic		mg/L	1	1.07	107	90 - 110	5/12/01
Total Barium		mg/L	2	2.09	104	90 - 110	5/12/01
Total Cadmium		mg/L	0.50	0.531	106	90 - 110	5/12/01
Total Chromium		mg/L	0.20	0.209	104	90 - 110	5/12/01
Total Lead		mg/L	1	1.05	105	90 - 110	5/12/01
Total Selenium		mg/L	1	1.04	104	90 - 110	5/12/01
Total Silver		mg/L	0.25	0.251	100	90 - 110	5/12/01

ICV (1)      QCBatch:    QC11123

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Total Arsenic		mg/L	1	1.03	103	90 - 110	5/12/01
Total Barium		mg/L	2	2	100	90 - 110	5/12/01
Total Cadmium		mg/L	0.50	0.501	100	90 - 110	5/12/01
Total Chromium		mg/L	0.20	0.20	100	90 - 110	5/12/01
Total Lead		mg/L	1	1	100	90 - 110	5/12/01
Total Selenium		mg/L	1	1	100	90 - 110	5/12/01
Total Silver		mg/L	0.25	0.249	99	90 - 110	5/12/01

CCV (1)      QCBatch:    QC11133

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
MTBE		mg/Kg	0.10	0.106	106	85 - 115	5/11/01
Benzene		mg/Kg	0.10	0.103	103	85 - 115	5/11/01
Toluene		mg/Kg	0.10	0.0977	97	85 - 115	5/11/01
Ethylbenzene		mg/Kg	0.10	0.0921	92	85 - 115	5/11/01
M,P,O-Xylene		mg/Kg	0.30	0.272	90	85 - 115	5/11/01

CCV (2)            QCBatch:    QC11133

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
MTBE		mg/Kg	0.10	0.0985	98	85 - 115	5/11/01
Benzene		mg/Kg	0.10	0.0988	98	85 - 115	5/11/01
Toluene		mg/Kg	0.10	0.0916	91	85 - 115	5/11/01
Ethylbenzene		mg/Kg	0.10	0.0884	88	85 - 115	5/11/01
M,P,O-Xylene		mg/Kg	0.30	0.265	88	85 - 115	5/11/01

ICV (1)            QCBatch:    QC11133

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
MTBE		mg/Kg	0.10	0.102	102	85 - 115	5/11/01
Benzene		mg/Kg	0.10	0.103	103	85 - 115	5/11/01
Toluene		mg/Kg	0.10	0.0985	98	85 - 115	5/11/01
Ethylbenzene		mg/Kg	0.10	0.0972	97	85 - 115	5/11/01
M,P,O-Xylene		mg/Kg	0.30	0.29	96	85 - 115	5/11/01

CCV (1)            QCBatch:    QC11178

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Bromide		mg/L	2.50	2.61	104	90 - 110	5/10/01
CL		mg/L	12.50	11.71	93	90 - 110	5/10/01
Fluoride		mg/L	2.50	2.41	96	90 - 110	5/10/01
Nitrate-N		mg/L	2.50	2.43	97	90 - 110	5/10/01
Sulfate		mg/L	12.50	12.02	96	90 - 110	5/10/01

ICV (1)            QCBatch:    QC11178

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Bromide		mg/L	2.50	2.52	100	90 - 110	5/10/01
CL		mg/L	12.50	11.82	94	90 - 110	5/10/01
Fluoride		mg/L	2.50	2.56	102	90 - 110	5/10/01
Nitrate-N		mg/L	2.50	2.43	97	90 - 110	5/10/01
Sulfate		mg/L	12.50	12.24	97	90 - 110	5/10/01

CCV (1)            QCBatch:    QC11189

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Specific Conductance		µMHOS/cm	1412	1388	98	90 - 110	5/9/01

ICV (1)      QCBatch:    QC11189

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Specific Conductance		µMHOS/cm	1411	1397	99	90 - 110	5/9/01

CCV (1)      QCBatch:    QC11235

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
CL		mg/L	12.50	11.96	95	90 - 110	5/15/01

ICV (1)      QCBatch:    QC11235

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
CL		mg/L	12.50	12.47	99	90 - 110	5/15/01

CCV (1)      QCBatch:    QC11251

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
pH		s.u.	7	7.0	100	-0.1 s.u. - +0.1 s.u.	5/9/01

ICV (1)      QCBatch:    QC11251

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
pH		s.u.	7	7.0	100	-0.1 s.u. - +0.1 s.u.	5/9/01

CCV (1)      QCBatch:    QC11295

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Hydroxide Alkalinity		mg/Kg as CaCo3	0	<1.0	0	90 - 110	5/17/01
Carbonate Alkalinity		mg/Kg as CaCo3	0	236	0	90 - 110	5/17/01
Bicarbonate Alkalinity		mg/Kg as CaCo3	0	10	0	90 - 110	5/17/01
Total Alkalinity		mg/Kg as CaCo3	250	246	98	90 - 110	5/17/01

ICV (1)      QCBatch:    QC11295

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Hydroxide Alkalinity		mg/Kg as CaCo3	0	<1.0	0	90 - 110	5/17/01
Carbonate Alkalinity		mg/Kg as CaCo3	0	228	0	90 - 110	5/17/01
Bicarbonate Alkalinity		mg/Kg as CaCo3	0	18	0	90 - 110	5/17/01
Total Alkalinity		mg/Kg as CaCo3	250	246	98	90 - 110	5/17/01

CCV (1)      QCBatch:    QC12373

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Dissolved Calcium		mg/L	25	25.4	101	90 - 110	6/27/01
Dissolved Magnesium		mg/L	25	24.9	99	90 - 110	6/27/01
Dissolved Potassium		mg/L	25	24.4	97	90 - 110	6/27/01
Dissolved Sodium		mg/L	25	24.5	98	90 - 110	6/27/01

ICV (1)      QCBatch:    QC12373

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Dissolved Calcium		mg/L	25	25.2	100	95 - 105	6/27/01
Dissolved Magnesium		mg/L	25	25.4	101	95 - 105	6/27/01
Dissolved Potassium		mg/L	25	24.7	98	95 - 105	6/27/01
Dissolved Sodium		mg/L	25	24.8	99	95 - 105	6/27/01

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

# Trace Analysis, Inc.

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

Company Name: **OIL CONSERVATION DIV** Phone #: **505-476-3487**

Address: **Street, City, Zip** **1220 S SHAWT FIELDS DR (SE) M 87525** Fax #: **505-476-3487**

Contact Person: **WAYNE PRICE** **SAWT RE**

Voice to: (if different from above)

Project #:

Project Name: **S AUTOMY PRICE**

Project Location: **SFC 36-255-36E** Sampler Signature: *Wayne Price*

FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX				PRESERVATIVE METHOD						SAMPLING			
			WATER	SOIL	AIR	SLUDGE	HCL	HNO3	NaHSO4	H2SO4	NaOH	ICE	NONE	DATE	TIME	
0105021700	1	4oz	X								X					
0105021710	1	"	X								X					
0105021720	1	"	X								X					
0105021800	1	"	X								X					
0105021830	1	"	X								X					
0105021900	1	"	X								X					

Relinquished by: **WAYNE PRICE** Date: **5/3/61** Time: **10:55AM**

Relinquished by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Relinquished by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

## CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

ANALYSIS REQUEST	(Circle or Specify Method No.)
MTBE 8021B/602	
BTEX 8021B/602	
PH 418.12 X1005	
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	
CHLORIDES	
GEN CHEM	
Turn Around Time if different from standard	
Hold	

REMARKS: **\* DELETE 7/5/61**

Carrier # **1245 902 591 413 9**

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

**TraceAnalysis, Inc.**  
**General Terms and Conditions**

**Article 1: General**

1.1 The words "we", "us", and "our" refer to TraceAnalysis. You will deliver samples to us for analysis, accompanied, or preceded by, a signed Chain of Custody/Analysis Request defining the scope and timing of our work and stating either the testing criteria you require or identifying the agency to which the results will be submitted.

**Article 2: Our General Responsibilities**

2.1 We agree to provide the professional services described in this agreement. We will provide you with written reports containing analytical results. In performing our service, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.

2.2 Test and observations will be conducted using test procedures and laboratory protocols as specified in accepted Chain of Custody/Analysis Request. If you direct a manner of making tests that varies from our standard or recommended procedures, you agree to hold us harmless from all claims, damages, and expenses arising out of your direction.

2.3 We will not release information regarding our services for you or any information that we receive from you, except for information that is in the public domain and except as we are required by law.

**Article 3: Your General Responsibilities**

3.1 On each Chain of Custody/Analysis Request you will designate a representative who has authority to transmit instructions, receive information, and make decisions relative to our work.

3.2 You will respond in a reasonable time to our request for decisions, authorization for changes, additional compensation, or schedule extensions.

3.3 For each Chain of Custody/Analysis Request you will either provide us with the exact methods for analysis of each fraction or you will identify the regulations and agency under which or for which the analysis are to be prepared. If permits, consent orders, work plans, quality assurance plans, or correspondence with regulatory agencies address laboratory requirements, you will provide us with copies of the relevant provisions prior to our initiation of the analyses.

**Article 4: Reports and Records**

4.1 We will furnish copies of each report to you as specified in the Chain of Custody and Analysis Request. We will retain analytical data for seven years and financial data for three years relating to the services performed following transmittal of our final report.

4.2 If you do not pay for our services as agreed, you agree that we may retain all reports and work not yet delivered to you. You also agree that our work will not be used by you for any purpose unless paid for.

**Article 5: Delivery and Acceptance of Samples**

5.1 Until we accept delivery of samples by notation on chain of custody documents or otherwise in writing accept the samples, you are responsible for loss of or damage to samples. Until so accepted, we have no responsibility as to samples.

5.2 As to any samples that are suspected of containing hazardous substances or radioactive material, such that would make special handling required, you will specify the suspected or known substances and level and type of radioactive activity. This information will be given to us in writing as a part of the Chain of Custody/Analysis Request and will precede or accompany samples suspected of containing hazardous substances.

5.3 Samples accepted by us remain your property while in our custody. We will retain samples for a period of 14 days following the date of submission or our report. We will extend the retention period if you so direct. Following the retention period we will dispose of non-hazardous samples. We may return highly hazardous, acutely toxic, or radioactive samples and samples containers and residues to you. You agree to accept them.

5.4 Regardless of a prior acceptance, we may refuse acceptance or revoke acceptance of samples if we determine that the samples present a risk to health, safety, or the environment, or that we are not authorized to accept them. If we revoke acceptance of any sample, you will have it removed from our facilities promptly.

**Article 6: Changes to Task Orders**

6.1 No persons other than the designated representatives for each Chain of Custody/Analysis Request are authorized to act regarding changes to a Chain of Custody/Analysis Request. We will notify you promptly if we identify any activity that we regard as a change to the terms and conditions of a Chain of Custody/Analysis Request. Our notice will include the date, nature, circumstance, and cause of the activity regarded as a change. We will specify the particular elements of project performance for which we may seek an equitable adjustment.

6.2 You will respond to the notice provided for in paragraph 6.1 promptly. Changes may be made to a Chain of Custody/Analysis Request through issuance of an amendment. The amendment will specify the reason for the change and, as appropriate, include any modified budgets, schedules, scope of work, and other necessary provisions.

6.3 Until agreement is reached concerning the proposed change, we may regard the situation as a suspension directed by you.

**Article 7: Compensation**

7.1 Our pricing for the work is predicated upon your acceptance of the conditions and allocations of risks and responsibilities described in this agreement. You agree to pay for services as stated in our proposal and accepted by you or according to our then current standard pricing documents if there is no other written agreement as to price. An estimate or statement of probable cost is not a firm figure unless stated as such.

7.2 Unless otherwise agreed to elsewhere, you agree to pay invoices within 30 days of receipt unless, within 15 days from receipt of the invoices, you notify us in writing of a particular item that is alleged to be incorrect. You agree to pay the uncontested portions of the invoices within 30 days of receipt. You agree to pay interest on unpaid balances beginning 60 days after receipt of invoice at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.

7.3 If you direct us to invoice another, we will do so, but you agree to be ultimately responsible for our compensation until you provide us with that third party's written acceptance of all terms of our agreement and until we agree to the substitution.

7.4 You agree to compensate us for our services and expenses if we are required to respond to legal process related to our services for you. Compensable services include hourly charges for all personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, the preparation of the testimony, and appearances related to the legal process.

7.5 If we are delayed by, or the period of performance is materially extended because of, factors beyond our control, or if project condition or the scope or amount of work change, or if the standards or methods of testing change, we will give you timely notice of the change and we will receive an equitable adjustment of our compensation.

**Article 8: Risk Allocation, Disputes, and Damages**

8.1 Neither we nor you will be liable to the other for special, incidental, consequential or punitive losses or damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, or the cost of capital.

8.2 We will not be liable to you for damages unless suit is commenced within two years of injury or loss or within two years of the date of the completion of our services, whichever is earlier. In no event will we be liable to you unless you have notified us of the discovery of the negligent act, error, omission or breach within 30 days of the date of its discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating your damages.

8.3 In the event you fail to pay us within 90 days following the invoice date, we may consider the default a total breach of our agreement and we may, at our option, terminate all of our duties without liability to you or to others.

8.4 If it is claimed by a third party that we did not complete an acceptable analysis, at your request will seek further review and acceptance of the completed work by the third party and use your best efforts to obtain that acceptance. We will assist you as directed.

8.5 You and we agree that disputes will be submitted to "Alternative Dispute Resolution" (ADR) as a condition precedent to litigation and other remedies provided by law. Each of us agrees to exercise good faith efforts to resolve disputes through mediation unless we both agree upon another ADR procedure. All disputes will be governed by the law of the place where our services are rendered, or if our services are rendered in more than one state, you and we agree that the law of the place that services were first rendered will govern.

8.6 If either of us makes a claim against the other as to issues out of the performance of this agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If we bring lawsuit against you to collect our invoiced fees and expenses, you agree to pay our reasonable collection expenses including attorney fees.

**Article 9: Indemnities**

9.1 We will indemnify and hold you harmless from and against demands, damages, and expenses caused by our negligent acts and omissions and breach of contract and by the negligent acts and omissions and breach of contract of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses caused by your negligent act and omissions and breach of contract and by the negligent acts and omissions and breach of contract of persons for whom you are legally responsible. These indemnities are subject to specific limitations provided for in this agreement.

**Article 10: Miscellaneous Provisions**

10.1 This agreement constitutes the entire agreement between you and us, and it supersedes all prior agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order conditions, or other agreement purporting to modify, vary, supplement, or explain any provision of this agreement is of no effect until placed in writing and signed by both parties subsequent to the date of this agreement. In no event will the printed terms or conditions stated in a purchase or work order, other than an agreed upon Chain of Custody/Analysis Request, be considered a part of this agreement, even if the document is signed by both of us.

10.2 Neither party will assign this agreement without the express written approval of the other, but we may subcontract laboratory procedures with your approval as we deem necessary to meet our obligations to you.

10.3 If any of the provisions of this agreement are held to be invalid or unenforceable in any respect, the remaining terms will be in full effect and the agreement will be construed as if the invalid or unenforceable matters were never included in it. No waiver of any default will be waiver of any future default.

10.4 Neither you or we will have any liability for nonperformance caused in whole or in part by causes beyond our reasonable control. Such causes include but are not limited to Acts of God, civil unrest and war, labor unrest and strikes, equipment failures, matrix interference, acts of authorities, and failures of subcontractors that could not be reasonably anticipated.

10.5 You may stop our work by giving a written suspension or termination directive, but once work has been suspended, we need not resume work until we agree to change in scope, schedule, and compensation. Upon suspension or termination, we will use reasonable care to preserve samples provided that you agree to compensate us for any additional effort, but we will have no responsibility for meeting holding time limitations after the effective time of a suspension or termination directive. We will be compensated for service rendered and expenses incurred prior to termination that cannot reasonably be avoided.



# General Terms and Conditions

## Article 1: General

1.1 The words "we", "us", and "our" refer to TraceAnalysis. You will deliver samples to us for analysis, accompanied, or preceded by, a signed Chain of Custody/Analysis Request defining the scope and timing of our work and stating either the testing criteria you require or identifying the agency to which the results will be submitted.

## Article 2: Our General Responsibilities

2.1 We agree to provide the professional services described in this agreement. We will provide you with written reports containing analytical results. In performing our service, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.

2.2 Tests and observations will be conducted using test procedures and laboratory protocols as specified in accepted Chain of Custody/Analysis Request. If you direct a manner of making tests that varies from our standard or recommended procedures, you agree to hold us harmless from all claims, damages, and expenses arising out of your direction.

2.3 We will not release information regarding our services for you or any information that we receive from you, except for information that is in the public domain and except as we are required by law.

## Article 3: Your General Responsibilities

3.1 On each Chain of Custody/Analysis Request you will designate a representative who has authority to transmit instructions, receive information, and make decisions relative to our work.

3.2 You will respond in a reasonable time to our request for decisions, authorization for changes, additional compensation, or schedule extensions.

3.3 For each Chain of Custody/Analysis Request you will either provide us with the exact methods for analysis of each fraction or you will identify the regulations and agency under which or for which the analysis are to be prepared. If permits, consent orders, work plans, quality assurance plans, or correspondence with regulatory agencies address laboratory requirements, you will provide us with copies of the relevant provisions prior to our initiation of the analyses.

## Article 4: Reports and Records

4.1 We will furnish copies of each report to you as specified in the Chain of Custody and Analysis Request. We will retain analytical data for seven years and financial data for three years relating to the services performed following transmittal of our final report.

4.2 If you do not pay for our services as agreed, you agree that we may retain all reports and work not yet delivered to you. You also agree that our work will not be used by you for any purpose unless paid for.

## Article 5: Delivery and Acceptance of Samples

5.1 Until we accept delivery of samples by notation on chain of custody documents or otherwise in writing accept the samples, you are responsible for loss of or damage to samples. Until so accepted, we have no responsibility as to samples.

5.2 As to any samples that are suspected of containing hazardous substances or radioactive material, such that would make special handling required, you will specify the suspected or known substances and level and type of radioactive activity. This information will be given to us in writing as a part of the Chain of Custody/Analysis Request and will precede or accompany samples suspected of containing hazardous substances.

5.3 Samples accepted by us remain your property while in our custody. We will retain samples for a period of 14 days following the date of submission or our report. We will extend the retention period if you so direct. Following the retention period we will dispose of non-hazardous samples. We may return highly hazardous, acutely toxic, or radioactive samples and samples containers and residues to you. You agree to accept them.

5.4 Regardless of a prior acceptance, we may refuse acceptance or revoke acceptance of samples if we determine that the samples present a risk to health, safety, or the environment, or that we are not authorized to accept them. If we revoke acceptance of any sample, you will have it removed from our facilities promptly.

## Article 6: Changes to Task Orders

6.1 No persons other than the designated representatives for each Chain of Custody/Analysis Request are authorized to act regarding changes to a Chain of Custody/Analysis Request. We will notify you promptly if we identify any activity that we regard as a change to the terms and conditions of a Chain of Custody/Analysis Request. Our notice will include the date, nature, circumstance, and cause of the activity regarded as a change. We will specify the particular elements of project performance for which we may seek an equitable adjustment.

6.2 You will respond to the notice provided for in paragraph 6.1 promptly. Changes may be made to a Chain of Custody/Analysis Request through issuance of an amendment. The amendment will specify the reason for the change and, as appropriate, include any modified budgets, schedules, scope of work, and other necessary provisions.

6.3 Until agreement is reached concerning the proposed change, we may regard the situation as a suspension directed by you.

## Article 7: Compensation

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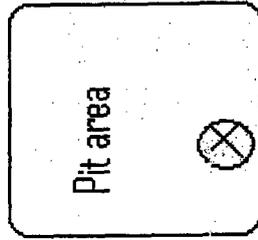
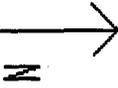
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no scale



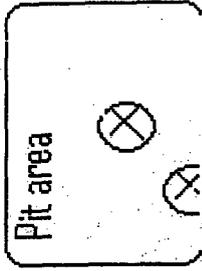
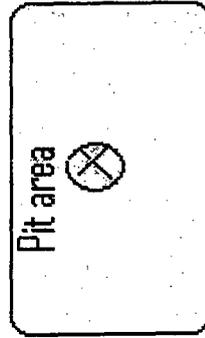
sample #2

sample #5 and 6



water well

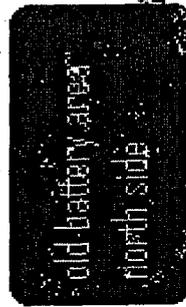
sample #1



sample #4

sample #3

Access Road



### Jay Anthony Ranch- Humble State #3 Tank Battery Site Unit A-Sec 36-1s25s-R36e

COC attached- Project name: J Anthony Ranch Project Location: sec 36-25s-36e

Sample #1 (0105021700) collected from 0-12" deep; located 45 feet SW of water well.

Sample #2 (0105021710) collected from 0-12" deep; located 255 feet SSE of water well.

Sample #3 (0105021720) surface sample; located 345 feet west and 51 feet south of water well.

Sample #4 (0105021800) collected from 4 feet deep; located 363 feet west and 99 feet south of water well.

Sample #5 (0105021830) collected from 3-4 feet deep; Sample #6 (0105021900) collected from 6-8 feet deep; located 237 feet west and 120 feet south of water well.