District I 1625 N. French Dr., Hobbs, NM 88240 District II 1301 W. Grand Avenue, Artesia, NM 88210 District III 1000 Rio Brazos Road, Aztec, NM 87410

State of New Mexico Energy Minerals and Natural Resources

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

Form C-144 June 1, 2004

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

Is pit or below-grade tan	de Tank Registration or Closu k covered by a "general plan"? Yes ⊠ No or below-grade tank ☐ Closure of a pit or below-gra	<u>-</u>
Operator XTO ENERGY INC.	Telephone: (505)-324-1090 e-ma	ail address:
Address: 2700 FARMINGTON AVE BLDG. K. Stracility or well name: STATE GC N #1 County: SAN JUAN Latitude 36.90143 Longitude 10	API #: 30-045- 10765 U/L or Qtr/	01 Otr H Sec 16 T 31N R 12W Owner Federal □ State ☑ Private □ Indian □
Pit Type: Drilling □ Production ☒ Disposal □ BLOW Workover □ Emergency □ Lined ☒ Unlined □ STEEL TANK Liner type: Synthetic □ Thicknessmil Clay □ Pit Volumebbl	Below-grade tank Volume:bbl_Type of fluid: Construction material: Double-walled, with leak or tection? Yes flift	
Depth to ground water (vertical distance from bottom of pit to seasonal high water elevation of ground water.)	Less than 50 feet 50 feet or more, but less than 100 feet 100 feet or more	(20 points) (10 points) (0 points)
Wellhead protection area: (Less than 200 feet from a private domestic water source, or less than 1000 feet from all other water sources.)	Yes No	(20 points) (0 points) 0
Distance to surface water: (horizontal distance to all wetlands, playas, irrigation canals, ditches, and perennial and ephemeral watercourses.)	Less than 200 feet 200 feet or more, but less than 1000 feet 1000 feet or more	(20 points) (10 points) (0 points)
/	Ranking Score (Total Points)	20
If this is a pit closure: (1) attach a diagram of the facility showing the pit's your are burying in place) onsite offsite offsite, name of facility fremediation start date and end date. (4) Groundwater encountered: No offsite of Sample results and a diagram of sample locations and excavation.	TATE GC M #3 (M-16-31-12) (3) Attach a general (es If yes, show depth below ground surfaces.	description of remedial action taken includingft. and attach sample results. (5)
Additional Comments: PIT LOCATED APPROXIMATELY		ELL HEAD,
PIT EXCAVATION: WIDTH 18 ft., LENGTH PIT REMEDIATION: CLOSE AS IS: □, LANDFARM: ☒, CO		
Cubic yards: 400	OMPOSI:, STOCKPILE:, OTHER (ex	RCVD JUL 19707
700		OL COM. DW
I hereby certify that the information above is true and complete to the best has been/will be constructed or closed according to NMOCD guideline 10/04/05		<u> </u>
Date:10/04/03		
PrintedName/Title Jeff Blagg - P.E. # 11607	Signature 2162	regg
Your certification and NMOCD approval of this application/closure does not otherwise endanger public health or the environment. Nor does it relieve the regulations.		
Approval: Printed Name/Title Deputy Oil & Gas Inspector District #3	gnature Bol FM	Date: JUL 2 4 2007

CALLOUT: 9/6/05 - MORN. ONSITE: 9/7/05 - MORN.

TRAVEL NOTES:

BLAGG ENGINEERING, Inc.

P.O. BOX 87 BLOOMFIELD, NM 87413

(505) 632-1199

BORE / TEST HOLE REPORT

CLIENT:

LOCATION NAME: CONTRACTOR: EQUIPMENT USED: **XTO ENERGY INC.**

STATE GC N # 1 UNIT H, SEC. 16, T31N, R12W BLAGG ENGINEERING/ENVIROTECH, INC.

MOBILE DRILL RIG SIMILAR TO CME 75

BORING LOCATION: 108 FEET, N40E FROM WELL HEAD.

BORING #..... BH - 1

MW #..... 1

PAGE #..... 1

DATE STARTED 09/26/05

DATE FINISHED 09/26/05

OPERATOR..... KP

PREPARED BY NJV

DRAWING. STATE-GC-N1-BH1. SKF DATE 03/24/06 DWN BY NJV

DEPTH	1AAI-	LITHOLOGY	OVM	FIELD CLASSIFICATION AND REMARKS
(FT.)	INTERVAL	INTERVAL	READING	GROUND SURFACE
2 -	<u> </u>			
4				
6-				
8 -				
10 -				
12 -				
14 -				DARK YELLOWISH ORANGE TO MODERATE BROWN SAND (BACKFILL MATERIAL), NON COHESIVE,
16-				SLIGHTLY MOIST, LOOSE TO FIRM, NO APPARENT HC ODOR DETECTED PHYSICALLY WITHIN AUGER CUTTINGS (0.0 - 30.0 FT. BELOW GRADE).
18-				
20				
22 -				
24 -				
26 - 28 -	_			
30				
32			3,301	SAMPLE COLLECTED FROM SPLIT SPOON SAMPLER BH-1 @ 30-32 FT. COLLECTION TIME - 1 16 pm, blow count = 27/2 ft BLACK SAND, NON COHESIVE, MOIST, FIRM, STRONG APPARENT HC ODOR DETECTED
34 -				PHYSICALLY WITHIN AUGER CUTTINGS (30.0 - 34.0 FT. BELOW GRADE).
36 -	<u> </u>		2,027	SAMPLE COLLECTED FROM SPLIT SPOON SAMPLER 8H-1 @ 35-37 FT COLLECTION TIME - 1.26 pm, blow count = 100/2 ft OLIVE GRAY SILTY SAND, NON COHESIVE, DENSE, SLIGHTLY MOIST TO DRY, STRONG APPARENT
38 -			_,=	HC ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (34.0 - 40.0 FT. BELOW GRADE)
40 -			250.6	SAMPLE COLLECTED FROM SPLIT SPOON SAMPLER BH-1 @ 40-42 FT. COLLECTION TIME - 1 45 pm, blow count = 50/0 5 ft LAB SAMPLE COLLECTED
42 -			250.6	MODERATE YELLOWISH ORANGE SILTY SAND, NON COHESIVE, DENSE, SLIGHTLY MOIST TO DRY, SLIGHT (@ TOTAL DEPTH) TO STRONG APPARENT HC ODOR DETECTED PHYSICALLY WITHIN
44 -				CUTTINGS (40 0 - 47 0 FT BELOW GRADE).
46 -			29.6	SAMPLE COLLECTED FROM SPLIT SPOON SAMPLER BH-1 @ 45-47 FT COLLECTION TIME - 2.32 pm, blow count = 87/0 83 ft. LAB SAMPLE COLLECTED
48 -				
50				NOTES: SAND (BACKFILL MATERIAL). OVM CALIBRATION - 53.2 ppm
52 - 54 -				with 100 ppm Isobutylence gas & response factor set @ 0.52; TIME - 1:40 (prior to
56 -				- SILTY SAND.
58 -				OVM - Organic Vapor Meter or Photoionization Detector (PID).
60 -				TPH - Total Petroleum Hydrocarbon US EPA method modified 8015B. ppm - Parts per million or milligrams per liter (mg/L).

CLIENT: Blagg Engineering

Lab Order: 0509281

Project: STATE GC N #1

Lab ID: 0509281-01

Date: 12-Oct-05

Client Sample ID: BH1 @ 40'-42'- Comp. Pit Collection Date: 9/26/2005 1:45:00 PM

TA AT		COII
111	atrix:	SOIL

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RANGE						Analyst: SCC
Diesel Range Organics (DRO)	13	10		mg/Kg	1	9/29/2005 6 36 38 AM
Motor Oil Range Organics (MRO)	ND✓	50		mg/Kg	1	9/29/2005 6 36·38 AM
Surr: DNOP	102	60-124		%REC	1	9/29/2005 6.36:38 AM
EPA METHOD 8015B: GASOLINE RAN-	GE					Analyst: NSB
Gasoline Range Organics (GRO)	38 🖊	5.0		mg/Kg	1	9/29/2005 10:47.42 AM
Surr BFB	127	83.1-124	S	%REC	1	9/29/2005 10:47:42 AM
EPA METHOD 8260B: VOLATILES						Analyst: BDH
Benzene	ND✓	0.050		mg/Kg	1	10/4/2005
Toluene	ND	0.050		mg/Kg	1	10/4/2005
Ethylbenzene	0.30 🗸	0 050		mg/Kg	1	10/4/2005
Methyl tert-butyl ether (MTBE)	ND	0.050		mg/Kg	1	10/4/2005
1,2,4-Trimethylbenzene	0.67	0.050		mg/Kg	1	10/4/2005
1,3,5-Trimethylbenzene	0.25	0.050		mg/Kg	1	10/4/2005
1,2-Dichloroethane (EDC)	ND	0 050		mg/Kg	1	10/4/2005
1,2-Dibromoethane (EDB)	ND	0 050		mg/Kg	1	10/4/2005
Naphthalene	0.19 🗸	0.10		mg/Kg	1	10/4/2005
1-Methylnaphthalene	ND✓	0 20		mg/Kg	1	10/4/2005
2-Methylnaphthalene	0 28 🗸	0 20		mg/Kg	1	10/4/2005
Acetone	ND	0 50		mg/Kg	1	10/4/2005
Bromobenzene	ND	0.050		mg/Kg	1	10/4/2005
Bromochloromethane	ND	0.050		mg/Kg	1 1	10/4/2005
Bromodichloromethane	ND	0.050		mg/Kg	1	10/4/2005
Bromoform	ND	0.050		mg/Kg	1	10/4/2005
Bromomethane	ND	0.10		mg/Kg	1	10/4/2005
2-Butanone	ND	0 50		mg/Kg	1	10/4/2005
Carbon disulfide	ND	0.50		mg/Kg	1	10/4/2005
Carbon tetrachloride	ND	0 10		mg/Kg	1	10/4/2005
Chlorobenzene	ND	0.050		mg/Kg	1	10/4/2005
Chloroethane	ND	0.10		mg/Kg	1	10/4/2005
Chloroform	ND	0.050		mg/Kg	1	10/4/2005
Chloromethane	ND	0 050		mg/Kg	1	10/4/2005
2-Chlorotoluene	ND	0.050		mg/Kg	1	10/4/2005
4-Chlorotoluene	ND	0 050		mg/Kg	1	10/4/2005
as-1,2-DCE	ND	0 050		mg/Kg	1	10/4/2005
cis-1,3-Dichloropropene	ND	0 050		mg/Kg	1	10/4/2005
1,2-Dibromo-3-chloropropane	ND	0.10		mg/Kg	1	10/4/2005
Dibromochloromethane	ND	0 050		mg/Kg	1	10/4/2005
Dibromomethane	ND	0.10		mg/Kg	1	10/4/2005
1,2-Dichlorobenzene	ND	0.050		mg/Kg	1	10/4/2005
1,3-Dichlorobenzene	ND	0.050		mg/Kg	1	10/4/2005

Qualifiers:

ND - Not Detected at the Reporting Limit

J - Analyte detected below quantitation limits

B - Analyte detected in the associated Method Blank

* - Value exceeds Maximum Contaminant Level

S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits

E - Value above quantitation range

CLIENT:

Blagg Engineering

Lab Order:

0509281

Project:

STATE GC N #1

Lab ID:

0509281-01

Date: 12-Oct-05

Client Sample ID: BH1 @ 40'-42'- Comp. Ptt

Collection Date: 9/26/2005 1:45:00 PM

Matrix: SOIL

Analyses	Result	PQL Qu	ial Units	DF	Date Analyzed
1,4-Dichlorobenzene	ND	0.050	mg/Kg	1	10/4/2005
Dichlorodifluoromethane	ND	0 050	mg/Kg	1	10/4/2005
1,1-Dichloroethane	ND	0 050	mg/Kg	1	10/4/2005
1,1-Dichloroethene	ND	0.050	mg/Kg	1	10/4/2005
1,2-Dichloropropane	ND	0 050	mg/Kg	1	10/4/2005
1,3-Dichloropropane	ND	0 050	mg/Kg	1	10/4/2005
2,2-Dichloropropane	ND	0.10	mg/Kg	1	10/4/2005
1,1-Dichloropropene	ND	0.050	mg/Kg	1	10/4/2005
Hexachlorobutadiene	ND	0 050	mg/Kg	1	10/4/2005
2-Hexanone	ND	0.50	mg/Kg	1	10/4/2005
Isopropylbenzene	ND	0 050	mg/Kg	1	10/4/2005
4-Isopropyltoluene	0.060	0.050	mg/Kg	1	10/4/2005
4-Methyl-2-pentanone	ND	0.50	mg/Kg	1	10/4/2005
Methylene chloride	ND	0.15	mg/Kg	1	10/4/2005
n-Butylbenzene	0.15	0 050	mg/Kg	1	10/4/2005
n-Propylbenzene	0.067	0.050	mg/Kg	1	10/4/2005
sec-Butylbenzene	ND	0.050	mg/Kg	1	10/4/2005
Styrene	ND	0 050	mg/Kg	1	10/4/2005
tert-Butylbenzene	ND	0 050	mg/Kg	1	10/4/2005
1,1,1,2-Tetrachloroethane	ND	0 050	mg/Kg	1	10/4/2005
1,1,2,2-Tetrachloroethane	ND	0.050	mg/Kg	1	10/4/2005
Tetrachloroethene (PCE)	ND	0 050	mg/Kg	1	10/4/2005
trans-1,2-DCE	ND	0 050	mg/Kg	1	10/4/2005
trans-1,3-Dichloropropene	ND	0 050	mg/Kg	1	10/4/2005
1,2,3-Trichlorobenzene	ND	0.10	mg/Kg	1	10/4/2005
1,2,4-Trichlorobenzene	ND	0.050	mg/Kg	1	10/4/2005
1,1,1-Trichloroethane	ND	0.050	mg/Kg	1	10/4/2005
1,1,2-Trichloroethane	ND	0.050	mg/Kg	1	10/4/2005
Trichloroethene (TCE)	ND	0 050	mg/Kg	1	10/4/2005
Trichlorofluoromethane	ND	0.050	mg/Kg	1	10/4/2005
1,2,3-Trichloropropane	ND	0 10	mg/Kg	1	10/4/2005
Vinyl chloride	ND	0.050	mg/Kg	1	10/4/2005
Xylenes, Total	0 40 🗸	0.050	mg/Kg	1	10/4/2005
Surr: 1,2-Dichloroethane-d4	100	72.4-119	%REC	1	10/4/2005
Surr: 4-Bromofluorobenzene	109	72.9-143	%REC	1	10/4/2005
Surr: Dibromofluoromethane	106	82.8-110	%REC	1	10/4/2005
Surr: Toluene-d8	101	76.8-126	%REC	1	10/4/2005

Qualifiers:

ND - Not Detected at the Reporting Limit

J - Analyte detected below quantitation limits

B - Analyte detected in the associated Method Blank

* - Value exceeds Maximum Contaminant Level

S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits

E - Value above quantitation range

CLIENT:

Blagg Engineering

Client Sample ID: BH1 @ 45'-47'- Comp. Pit

Date: 12-Oct-05

Collection Date: 9/26/2005 2:32:00 PM

Lab Order:

0509281

Project: STATE GC N #1

Lab ID:

0509281-02

Matrix: SOIL

Analyses	Result	PQL Q	ual Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RANG	SE ORGANICS				Analyst: SCC
Diesel Range Organics (DRO)	11 🗸	10	mg/Kg	1	9/29/2005 8:15·56 AM
Motor Oil Range Organics (MRO)	ND \	⁻ 50	mg/Kg	1	9/29/2005 8·15 56 AM
Surr. DNOP	95 3	60-124	%REC	1	9/29/2005 8 15:56 AM
EPA METHOD 8015B: GASOLINE R	ANGE ,				Analyst: NSB
Gasoline Range Organics (GRO)	ND 🗸	5 0	mg/Kg	1	9/29/2005 11:19:02 AM
Surr BFB	105	83 1-124	%REC	1	9/29/2005 11:19:02 AM

Qualifiers:

ND - Not Detected at the Reporting Limit

J - Analyte detected below quantitation limits

B - Analyte detected in the associated Method Blank

* - Value exceeds Maximum Contaminant Level

S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits

E - Value above quantitation range

Page 3 of 3

HALL ENVIRONMENTAL	4901 Hawkins NE, Suite D	Albuquerque, New Mexico 87109 Tel. 505.345.3975 Fax 505.345.4107	www.hallenvironmental.com	ANALYSIS REQUEST		200 ⁴)	esiO\ze	1) (1) (1) (1) (1) (1) (1) (1) (1) (1) (rod 800 bod 50 bod 800 y or Py stals icides icides (AC)	I Methd I (Meth I (Meth IO (PN) AR 8 Me SOB (V(50B (V(HPT	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \							,	
Accreditation Applied:	-	Project Name:	STATE GO N#1		(r)					Preservative HEAL No. X X	HgCl, HNO, 6° CCC28/ H	1-402.	2-1 1 204-1		,				Received By, Kignature) 72762 Remarks:	Received By: (Signature)
	CHAIN-OF-CUSTODY RECORD	Client: AALL EX. I. XTS EXPLY		Address: PO. BOX BO	M			Phone #: 505-632 -1199	Fax #:	Date Matrix Sample I.D. No.		9/26/05 1345 5012 BH1@40-42-	9/26/05 1432 5016 BH1@45-47-						Date: Time: Relinguished By: (Signature)	Bat

DEFINITIONS

- "Acceptance of a sample" means the determination of HEAL to proceed with work following receipt and inspection of such sample
- "Customer" means the individual or entity who may request laboratory services and his or its heirs, successors, assigns, and representatives
- 1 3 HEAL means Hall Environmental Analysis Laboratory its employees, servants, agents, and representative
- 1 4 "Proce schedule" means HEAL'S standard proce schedule, as such, document may be amended from time to time by HEAL
- 1.5 "Results" mean data generated by HEAL from the analysis of one or more samples
- 16 "Terms and Conditions" mean these Terms and Conditions of sale, including the Price Schedule, and any additions or amendments hereto which are agreed to in writing by HEAL as provided in Section 7.1

2. ORDERS

- 2 1 The customer may order services by submitting a written purchase order to HEAL, by placing a telephone order, which will be subsequently confirmed in writing, or by negotiated contract. Any such order constitutes a) an acceptance by the Customer of HEAL'S offer to do business with the Customer under these Terms and Conditions, and b) an agreement to be bound by these Terms and Conditions. The Customer's delivery of samples to HEAL constitutes the Customer's express assent to be governed by these Terms and Conditions. HEAL reserves the right to refuse to proceed with work at any time based upon an unfavorable customer credit report.
- 2.2 Any order placed by the Customer under Section 2.1 is subject to a minimum cancellation charge of \$2.50

3. PAYMENT TERMS

- Services performed by HEAL will be in accordance with prices quoted and later confirmed in writing or as stated on the Price Schedule, which prices are subject to change periodically without notice. The Customer should confirm with HEAL the current price prior to placing an order for work
- 3 2 Payment terms are net 30 days from the date of invoice by HEAL. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1 5%) per month or portion thereof from the due date until the date of payment. All payments shall be made in United State currency.
- 3 3 The prices stated on the Price Schedule do not include any sales, use or other taxes unless specifically stated Such taxes will be added to invoice prices when required

4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

- 4 1 Prior to HEAL'S Acceptance of any sample (or after any revocation of Acceptance), the entire risk of loss or damage to such sample will remain with the Customer In no event will HEAL have any responsibility or liability for the action or maction of HEAL'S carrier shipping or delivering any sample to or from HEAL'S premises
- 4 2 HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance or, any sample which in the sole judgement of HEAL a) is of unsuitable volume, b) unsuitable containers as required for the requested analysis, or c) may be or become unsuitable for, or may pose a risk in, handling, transport or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer
- 4.3 Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemist (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to devaute from these

- methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgement of HEAL, which deviation, if any will be made on a basis consistent with recognized standards of industry and or HEAL'S Standard Operating Procedures
- 4.4 Upon timely delivery of samples. HEAL will use its best efforts to comply with storage, processing and analytical holding time limits as set forth in applicable FPA or state guidelines or otherwise requested by the Customer or set forth on the Price Schedule. However, unless specifically made part of a written agreement between HEAL and the Customer such time timits cannot be guaranteed. Unless specifically indicated on the Price Schedule or expressly made part of a written agreement between HEAL and the Customer, analytical tumeround times are not guaranteed.
- 4.5 At HEAL'S sole discretion, verbal Results may be given in advance of the written report of Results. Such verbal Results are TENTATIVE.

 RESULTS ONLY, subject to confirmation or change based on HEAL'S standard quality, assurance review procedures.

5. WARRANTIES, LIABILITY AND INDEMNIFICATION

- 51 HEAL warrants only that its services will fulfill obligations set forth in Section 4.3 and 4.4 hereof. This warranty is the sole and exclusive warranty given by HEAL, in connection with any such services, and HEAL gives and makes no other representation or warranty of any kind, express or implied. No representative of HEAL is authorized to give or make any other representation or warranty or medify the warranty in any way.
- The liability and obligations of HEAL, and the remedies of the Customer in connection with any services performed by HEAL will be limited to repeating the services performed or, at the sole option of HEAL, refunding in full or in part fees paid by the Customer for such services. HEAL'S obligation to repeat any services with respect to any sample will be contingent on the Customer's providing, at the request of HEAL and at the Customer's seprense, an additional sample if necessary Any reanalysis generating Results consistent with the Original Results will be at the Customer's expense. Except as otherwise specifically provided herein, HEAL shall have no liability, obligation or responsibility of any kind for any losses, costs, expenses, or other damages (including but not limited to any special, indirect, incidental or consequential damages) for any representation or warranty of a kind with respect to HEAL'S Services or Results
- In no event shall HEAL, have any responsibility or liability to the Customer for any failure or delay in performance by HEAL, which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of HEAL. Such cause and circumstance shall include, but not be limited to, acts of God, acts of Customer, acts of orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disputes, difficulties or delays in transportation, mail or delivery services, inability to obtain from HEAL usual sources sufficient services or supplies, or any other cause beyond HEAL's reasonable control
- All results provided by HEAL are strictly for the use of its Customers, and HEAL is in no way responsible for the use of such results by Customers or third parties. All results should be considered in their entirety, and HEAL is in no way responsible for the separation, detachment, or other use of any portion of the results.
- The customer represents and warrants that any sample delivered to HEAL will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by the customer. The Customer further warrants that any sample containing any hazardous substance, which is to be delivered to HEAL'S premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.
- It is understood and agreed that all samples and outtings of materials containing hazardous contaminants are the property and the responsibility of the Customer. All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site, and the Customer agrees to assume the responsibility for the foregoing.

- The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgements, damages, losses, liabilities, expenses, payments, taxes, duties, fines and/or other costs (including but not limited to liability to a third party) arising out of a) the presence of hazardous substances in any sample of the Customer regardless of the Customer's compliance with paragraph 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, c) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by
- 5.8 Should any Customer sample, due to its matrix or constituents of its inatrix, cause the operations of any HEAL instrumentation to be reduced, stopped, or altered. HEAL is entitled to compensation by the Customer for any loss of revenue due to the instrument's downtime, and/or the parts and labor necessary to bring the instruments back to its former operating condition. The amount of compensation is negotiable upon acceptance of these Terms and Conditions and the individual circumstances warranting the reimbursement.

6. ENTIRE AGREEMENT: SEVERABILITY

- These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by HEAL as provided in Section 7.1, embodied the whole agreement of the parties. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, unless made in accordance with Section 7.1, and these Terms and Conditions shall supersede all previous communications, representations or agreements, either verbal or written, between the Customer and HEAL. HEAL specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Customer to HEAL.
- 6.2 The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions, the intent of the parties being that the provisions be severable.

7. AMENDMENTS AND WAIVERS .

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

8. SAMPLE STORAGE

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

9. SECTION HEADING

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

10. GOVERNING LAW

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

Date: 12-Oct-05

CLIENT:

Blagg Engineering

Work Order:

0509281

Project:

STATE GC N #1

QC SUMMARY REPORT

Method Blank

Sample ID MB-8844	Batch ID: 8844	Test Code:	: SW8015	Units mg/Kg		Analysis	Date 9/29	/2005 4:25:55 AM	Prep D	ate 9/28/200	5
Client ID		Run ID.	FID(17A) 2_0	50928A		SeqNo	4050	75			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLımıt	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	ND	10									
Motor Oil Range Organics (MRO)) ND	50									
Surr DNOP	9 852	0	10	0	98 5	60	124	0			
Sample ID mb-8843	Batch ID: 8843	Test Code:	SW8015	Units. mg/Kg		Analysis	Date 9/29 /	2005 9:14:05 AM	Prep D	ate 9/28/200	5
Client ID		Run ID [.]	PIDFID_0509	29A		SeqNo [.]	40556	58			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	ND	5	-	•							
Surr ⁻ BFB	936 4	0	1000	0	93.6	83.1	124	0			

CLIENT:

Blagg Engineering

Work Order:

0509281

Project:

STATE GC N #1

QC SUMMARY REPORT

Method Blank

Sample ID mb-8843	Batch ID 8843	Test Code	SW8260B	Units: mg/Kg		Analysis	s Date 10/4	/2005	Prep D	ate 9/28/200)5
Client ID.		Run ID:	THOR_05100			SeqNo	4074	95			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HıghLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	ND	0.05									
Toluene	ND	0.05									
Ethylbenzene	ND	0 05									
Methyl tert-butyl ether (MTBE)	ND	0.05									
1,2,4-Trimethylbenzene	ND	0 05									
1,3,5-Trimethylbenzene	ND	0.05									
1,2-Dichloroethane (EDC)	ND	0 05									
1,2-Dibromoethane (EDB)	ND	0 05									
Naphthalene	ND	0.1	•								
1-Methylnaphthalene	ND	0.2									
2-Methylnaphthalene	ND	0.2									
Acetone	ND	0.5									
Bromobenzene	ND	0.05									
Bromochloromethane	ND	0.05									
Bromodichloromethane	ND	0 05									
Bromoform	ND	0.05									
Bromomethane	ND	0.1									
2-Butanone	ND	0.5									
Carbon disulfide	ND	0.5									
Carbon tetrachloride	ND	0.1									
Chlorobenzene	ND	0.05									
Chloroethane	ND	0.1									
Chloroform	ND	0.05									
Chloromethane	ND	0 05									
2-Chlorotoluene	ND	0 05									
4-Chlorotoluene	ND	0.05									
cis-1,2-DCE	ND	0 05									
cis-1,3-Dichloropropene	ND	0.05									

Qualifiers:

ND - Not Detected at the Reporting Limit

S - Spike Recovery outside accepted recovery limits

B - Analyte detected in the associated Method Blank

J - Analyte detected below quantitation limits

R - RPD outside accepted recovery limits

CLIENT:

Blagg Engineering

Work Order:

0509281

Project:

STATE GC N #1

QC SUMMARY REPORT

Method Blank

v		
1,2-Dibromo-3-chloropropane	ND	0.1
Dibromochloromethane	ND	0.05
Dibromomethane	ND	0 1
1,2-Dichlorobenzene	ND	0.05
1,3-Dichlorobenzene	ND	0 05
1,4-Dichlorobenzene	ND	0.05
Dichlorodifluoromethane	ND	0.05
1,1-Dichloroethane	ND	0 05
1,1-Dichloroethene	ND	0.05
1,2-Dichloropropane	ND	0.05
1,3-Dichloropropane	ND	0.05
2,2-Dichloropropane	ND	0.1
1,1-Dichloropropene	ND	0.05
Hexachlorobutadiene	ND	0.05
2-Hexanone	ND	0 5
Isopropylbenzene	ND	0.05
4-Isopropyltoluene	ND	0 05
4-Methyl-2-pentanone	ND	0.5
Methylene chloride	ND	0 15
n-Butylbenzene	ND	0.05
n-Propylbenzene	ND	0 05
sec-Butylbenzene	ND	0.05
Styrene	ND	0 05
tert-Butylbenzene	ND	0.05
1,1,1,2-Tetrachloroethane	ND	0.05
1,1,2,2-Tetrachloroethane	ND	0.05
Tetrachloroethene (PCE)	ND	0 05
trans-1,2-DCE	ND	0 05
trans-1,3-Dichloropropene	ND	0.05
1,2,3-Trichlorobenzene	ND	0.1
1,2,4-Trichlorobenzene	ND	0.05
1,1,1-Trichloroethane	ND	0.05
1,1,2-Trichloroethane	ND	0 05

Qualifiers:

ND - Not Detected at the Reporting Limit

J - Analyte detected below quantitation limits

S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits

B - Analyte detected in the associated Method Blank

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CLIENT:

Blagg Engineering

Work Order:

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Project:

STATE GC N #1

QC SUMMARY REPORT

Method Blank

Trichloroethene (TCE)	ND	0.05							
Trichlorofluoromethane	ND	0.05							
1,2,3-Trichloropropane	ND	0 1							
Vinyl chloride	ND	0 05							
Xylenes, Total	ND	0.05							
Surr: 1,2-Dichloroethane-d4	0.5523	0	0.5	0	110 ,	72.4	119	0	
Surr: 4-Bromofluorobenzene	0.4696	0	0.5	0	93.9	72.9	143	0	
Surr. Dibromofluoromethane	0 5115	0	0.5	0	102	82 8	110	0	
Surr Toluene-d8	0.4781	0	0.5	0	95.6	76.8	126	0	

Date: 12-Oct-05

CLIENT:

Blagg Engineering

Work Order:

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Project:

STATE GC N #1

QC SUMMARY REPORT

Sample Matrix Spike

Sample ID 0509281-01AMS	Batch ID: 8844	Test Code.	SW8015	Units. mg/Kg		Analysi	s Date 9/29	/2005 7:09:43 AM	Prep D	ate 9/28/200)5
Client ID. BH1 @ 40'-42'- Co		Run ID.	FID(17A) 2_0	50928A		SeqNo	4050	89			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimıt	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	68.8	10	50	12.73	112	67.4	117	0			
Surr. DNOP	4.961	0	5	0	99.2	74	125	0			
Sample ID 0509281-01AMSD	Batch ID: 8844	Test Code:	SW8015	Units: mg/Kg		Analysis	s Date 9/29	/2005 7:42:52 AM	Prep D	ate 9/28/200	15
Client ID: BH1 @ 40'-42'- Co		Run ID.	FID(17A) 2_0	50928A		SeqNo	4050	92			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	62.5	10	50	12.73	99.5	67.4	117	68 8	9.60	17 4	
Surr DNOP	4.989	0	5	0	99.8	74	125	4.961	0.563	0	
Sample ID 0509281-01a ms	Batch ID: 8843	Test Code.	SW8260B	Units mg/Kg		Analysis	s Date 10/1	1/2005	Prep D	ate 9/28/200	5
·	Batch ID: 8843	Test Code. Run ID:	SW8260B VAL_051011			Analysis SeqNo.	Date 10/1 4103		Prep D	ate 9/28/200	5
Client ID: BH1 @ 40'-42'- Co	Batch ID: 8843 Result		VAL_051011		%REC	•	4103		Prep Di	ate 9/28/200 RPDLimit	5 Qual
Client ID: BH1 @ 40'-42'- Co Analyte		Run ID:	VAL_051011	A	%REC 118	SeqNo.	4103	67	,		
Client ID: BH1 @ 40'-42'- Co Analyte Benzene	Result	Run ID: PQL	VAL_051011	A SPK Ref Val		SeqNo.	4103	67 RPD Ref Val	,		
Client ID: BH1 @ 40'-42'- Co Analyte Benzene Toluene	Result 1.178	Run ID: PQL 0.05	VAL_051011	A SPK Ref Val 0	118	SeqNo. LowLimit	4103 HighLimit 119	67 RPD Ref Val 0	,		
Client ID: BH1 @ 40'-42'- Co Analyte Benzene Toluene Chlorobenzene	Result 1.178 0.9204	Run ID: PQL 0.05 0.05	VAL_051011	A SPK Ref Val 0 0	118 92.0	SeqNo. LowLimit 84 88 4	41036 HighLimit 119 124	67 RPD Ref Val 0 0	,		
Client ID: BH1 @ 40'-42'- Co Analyte Benzene Toluene Chlorobenzene 1,1-Dichloroethene	Result 1.178 0.9204 1.12	Run ID: PQL 0.05 0.05 0.05	VAL_051011	SPK Ref Val 0 0 0	118 92.0 112	SeqNo. LowLimit 84 88 4 93.2	41036 HighLimit 119 124 120	RPD Ref Val 0 0 0	,		
Client ID: BH1 @ 40'-42'- Co Analyte Benzene Toluene Chlorobenzene 1,1-Dichloroethene	Result 1.178 0.9204 1.12 1.02	Run ID: PQL 0.05 0.05 0.05 0.05	VAL_051011	SPK Ref Val 0 0 0 0	118 92.0 112 102	SeqNo. LowLimit 84 88 4 93.2 59	41030 HighLimit 119 124 120 122	67 RPD Ref Val 0 0 0 0	,		
Client ID: BH1 @ 40'-42'- Co Analyte Benzene Toluene Chlorobenzene 1,1-Dichloroethene Trichloroethene (TCE)	Result 1.178 0.9204 1.12 1.02 1.09	Run ID: PQL 0.05 0.05 0.05 0.05 0.05	VAL_051011. SPK value 1 1 1 1 1	A SPK Ref Val 0 0 0 0 0 0 0 0 0 0	118 92.0 112 102 109	SeqNo. LowLimit 84 88 4 93.2 59 69.4	4103 HighLimit 119 124 120 122 120	67 RPD Ref Val 0 0 0 0 0 0	,		
Client ID: BH1 @ 40'-42'- Co Analyte Benzene Toluene Chlorobenzene 1,1-Dichloroethene Trichloroethene (TCE) Surr' 1,2-Dichloroethane-d4	Result 1.178 0.9204 1.12 1.02 1.09 0.519	Run ID: PQL 0.05 0.05 0.05 0.05 0.05 0.05	VAL_051011. SPK value 1 1 1 1 1 0.5	A SPK Ref Val 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	118 92.0 112 102 109 104	SeqNo. LowLimit 84 88 4 93.2 59 69.4 72.4	4103 HighLimit 119 124 120 122 120 119	67 RPD Ref Val 0 0 0 0 0 0 0	,		

Qualifiers:

ND - Not Detected at the Reporting Limit

J - Analyte detected below quantitation limits

S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits

B - Analyte detected in the associated Method Blank

CLIENT:

Blagg Engineering

Work Order:

0509281

Project:

STATE GC N #1

QC SUMMARY REPORT

Sample Matrix Spike Duplicate

Sample ID 0509281-01a msd	Batch ID: 8843	Test Code: SW8260B Units: mg/Kg Run ID: VAL_051011A		Analysis Date 10/11/2005				Prep Date 9/28/2005			
Client ID BH1 @ 40'-42'- Co				A	SeqNo 410369						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLımıt	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	1.233	0.05	1	0	123	84	119	1.178	4.57	20	S
Toluene	1.006	0.05	1	0	101	88.4	124	0.9204	8.91	20	
Chlorobenzene	1.134	0.05	1	0	113	93.2	120	1 12	1 22	20	
1,1-Dichloroethene	0.9243	0.05	1	0	92.4	59	122	1.02	9.83	20	
Trichloroethene (TCE)	1.133	0 05	1	0	113	69 4	120	1.09	3 82	20	
Surr. 1,2-Dichloroethane-d4	0 5094	0	0.5	0	102	72.4	119	0.519	1 87	0	
Surr 4-Bromofluorobenzene	0.5386	0	0 5	0	108	72 9	143	0.5604	3 97	0	
Surr. Dibromofluoromethane	0 514	0	0 5	0	103	82.8	110	0 5351	4 02	0	
Surr. Toluene-d8	0 5202	0	0.5	0	104	76.8	126	0.4849	7 02	0	

J - Analyte detected below quantitation limits

Date: 12-Oct-05

CLIENT:

Blagg Engineering

Work Order:

0509281

Project:

STATE GC N #1

QC SUMMARY REPORT

Laboratory Control Spike - generic

Sample ID LCS-8844	Batch ID: 8844	Test Code	: SW8015	Units: mg/Kg		Analysis	s Date 9/29	/2005 4:57:26 AM	Prep D	ate 9/28/20 0	05
Client ID		Run ID:	FID(17A) 2_0)50928A		SeqNo [.]	4050	76			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimıt	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	40.7	10	` 50	0	81.4	67.4	117	0			
Sample ID LCSD-8844	Batch ID: 8844	Test Code	SW8015	Units mg/Kg		Analysis	Date 9/29	/2005 5:30:31 AM	Prep D	ate 9/28/20 0)5
Client ID.		Run ID:	FID(17A) 2_0)50928A		SeqNo	4050	78			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	40 12	10	50	0	80 2	67.4	117	40 7	1 43	17 4	
Sample ID Ics-8843	Batch ID: 8843	Test Code:	SW8015	Units. mg/Kg		Analysis	Date 9/29	/2005 9:45:18 AM	Prep D	ate 9/28/20 0)5
Client ID		Run ID [.]	PIDFID_0509	29A		SeqNo	4055	39			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	24.08	5	25	0	96.3	84	120	0			
Sample ID lcsd-8843	Batch ID: 8843	Test Code	SW8015	Units: mg/Kg		Analysis	Date 9/29	2005 10:16:32 AM	Prep Da	ate 9/28/200)5
Client iD		Run ID.	PIDFID_0509	29A		SeqNo	40557	70			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLımıt	RPD Ref Val	%RPD	RPDLimit	Qual

Blagg Engineering

Work Order: 0509281

Project: STATE GC N #1

QC SUMMARY REPORT

Laboratory Control Spike - generic

Sample ID Ics-8843	Batch ID: 8843	Test Code:	SW8260B	Units: mg/Kg		Analysis	s Date 10/4	/2005	Prep Da	ate 9/28/20 0)5
Client ID		Run ID THOR_051004A		SeqNo [.] 407640							
Analyte	Result	PQL	SPK value		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	1.074	0.05	1	0	107	84	119	0			
Toluene	1 011	0 05	1	0	101	88.4	124	0			
Chlorobenzene	1.033	0 05	1	0	103	93.2	120	0			
1,1-Dichloroethene	1.102	0.05	1	0	110	59	122	0			
Trichloroethene (TCE)	1.01	0.05	1	0	101	69.4	120	0			

S - Spike Recovery outside accepted recovery limits

Sample Receipt Checklist

Client Name BLAGG			Date and Time	Received:	9/27/2005
Work Order Number 0509281	_		Received by	GLS	
Checklist completed by Signature	uddQ\	SUW Date	9/2	7/05-	
Malnx	Carrier name	Greyhound			
Shipping container/cooler in good condition?		Yes 🔽	No 🗆	Not Present	
Custody seals intact on shipping container/coole	r?	Yes 🔽	No 🗌	Not Present	Not Shipped
Custody seals intact on sample bottles?		Yes 🗸	No 🗌	N/A	
Chain of custody present?		Yes 🗹	No 🗆		
Chain of custody signed when relinquished and	eceived?	Yes 🗹	No 🗆		
Chain of custody agrees with sample labels?		Yes 🔽	No 🗆		
Samples in proper container/bottle?		Yes 🔽	No 🗌		,
Sample containers intact?		Yes 🗸	No 🗆		
.Sufficient sample volume for indicated test?		Yes 🔽	No 🗆		
All samples received within holding time?		Yes 🗹	No 🗆		
Water - VOA vials have zero headspace?	No VOA vials subr	nitted 🗹	Yes 🗌	No 🗌	
Water - pH acceptable upon receipt?		Yes 🗌	No 🗆	N/A	
Container/Temp Blank temperature?		2 °	4° C ± 2 Accepta		
COMMENTS:					

Client contacted	Date contacted		Pers	son contacted	
Contacted by:	Regarding				
Comments.		······································			
				######################################	
			·		
Corrective Action					

Date: 12-Oct-05

CLIENT:

Blagg Engineering

Project:

STATE GC N#1

Lab Order:

0509281

CASE NARRATIVE

Analytical Comments for METHOD 8015GRO_S, SAMPLE 0509281-01a: High surrogate due to matrix interference.

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