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

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

<u>District IV</u> 1220 S St. Francis Dr., Santa Fe, NM 87505

Pit or Below-Grade Tank Registration or Closure
Is pit or below-grade tank covered by a "general plan"? Yes No

Type of action: Registration of a pit o	r below-grade tank Closure of a pit or below-g	grade tank 🛛
Operator XTO ENERGY INC.	Telephone: (505)-324-1090 e-1	nail address.
Address: 2700 FARMINGTON AVE. BLDG. K. S	UITE 1. FARMINGTON. NM 87	401
Facility or well name DUFF GC #1	API#: <b>30-045- 09071</b> U/L or Qt	r/Qtr D Sec 34 T 30N R 12W
County: SAN JUAN Latitude 36.77451 Longitude 10	8.09077 NAD: 1927 ☐ 1983 ⊠ Surface	Owner Federal 🔲 State 🔲 Private 🔀 Indian 🗍
,		123456
<u>Pit</u>	Below-grade tank	Owner Federal State Private Indian Carlotte State Carlotte State Indian Carlotte State Sta
Type: Drilling Production Disposal MARANDONED SEP.	Volume:bbl_Type-of-fluid:	A AFOR
Workover    Emergency	Construction materia:	AND EIVED S
Lined Unlined 🛛	Double-walled, with leak of tection? Yes 11 If	Cexplain why not 2007
Liner type: Synthetic Thicknessmil Clay _		To OIL CONS DIVE DICT TO
Pit Volumebbl		Of CONS DIV. DIST. 3
Dud to Side Color	Less than 50 feet	(xopints)
Depth to ground water (vertical distance from bottom of pit to seasonal	50 feet or more, but less than 100 feet	(10 poist 212026/ 20
high water elevation of ground water.)	100 feet or more	( 0 points)
	Yes	(20 points)
Wellhead protection area: (Less than 200 feet from a private domestic	No	( 0 points) <b>0</b>
water source, or less than 1000 feet from all other water sources.)	INO	( o points)
Distance to surface water: (horizontal distance to all wetlands, playas,	Less than 200 feet	(20 points)
irrigation canals, ditches, and perennial and ephemeral watercourses.)	200 feet or more, but less than 1000 feet	(10 points)
ingation canais, diteries, and pereninal and epitemeral watercourses.)	1000 feet or more	( 0 points)
	Ranking Score (Total Points)	20
If this is a pit closure: (1) attach a diagram of the facility showing the pit's	rolationship to other equipment and tanks (2) Ind	· <del></del>
	-	-
	JFJ LF - CROUCH MESA . (3) Attach a genera	
remediation start date and end date. (4) Groundwater encountered: No 🛛 Y		ft. and attach sample results. (5)
Attach soil sample results and a diagram of sample locations and excavations		
Additional Comments: PIT LOCATED APPROXIMATELY		ELL HEAD.
PIT EXCAVATION: WIDTH 24 ft., LENGTH		
PIT REMEDIATION: CLOSE AS IS: ⊠, LANDFARM: □, CO	OMPOST: $\square$ , STOCKPILE: $\square$ , OTHER $\square$ (	explain)
Cubic yards: 150		
ESTABLISH VERTICAL & LATERAL EXTENT.		
I hereby certify that the information above is true and complete to the best	of my knowledge and helief. I further certify the	t the shove described nit or below grade tonk
has been/will be constructed or closed according to NMOCD guidelines		
04/28/06		
Date:		
	A	11
<b>Jeff Blagg – P.E. # 11607</b>	Jeffy c.	Ser y
PrintedName/Title	Signature	
Your certification and NMOCD approval of this application/closure does n otherwise endanger public health or the environment. Nor does it relieve the regulations.		
	. 01	
Approval: Deputy Oil & Gas Inspector, Printed Name/Title District #3	0 1/1	DateSEP 1 0 2007
Printed Name/Title DISTITCT #3 Sig	gnature 73 AD	Date EF 1 0 200

BIAG										
	G ENGINEERING	-	LOC	ATION NO:	CT175					
	87, BLOOMFIELD 505) 632-1199	), NM 874	4	R NO:	HALL					
FIELD REPORT: PIT CL	OSURE VERIF	ICATIO	N PAGI	Ξ No:	of					
LOCATION: NAME DUFF GC			DAYE	STARTED	1/19/06					
QUAD/UNIT. D SEC. 34 TWP: 30 N RNG	12W PM: NM CNTY: S	J ST: NM	<b> </b>							
QTR/FOOTAGE: 790 FNL × 10/5 FWL					ICB/NV					
EXCAVATION APPROX. 25 FT. x										
DISPOSAL FACILITY: JFJ LF - CRONCH										
LAND USE: RANGE										
FIELD NOTES & REMARKS: PIT LOCA	ATED APPROXIMATELY 17	<u> </u>	NOIF	FROM	NELLHEAD.					
DEPTH TO GROUNDWATER < 50 NEAREST WA	,		URFACE WAT	ER	300					
NMOCD RANKING SCORE: 20 NMOCD TPH		r	<del></del>	2 0						
SOIL AND EXCAVATION DESCRIPT	10N: ELEU 5,621	OVM CALIB. I			<u>RF = 0.52</u>					
		TIME: 9:1	<u>දී</u> @ @ /pm	DATE.	4/20/06					
SOIL TYPE: SAND) SILTY SAND / SILT (SILTY O	CLAY (GRAVED) OTH	IER	<del></del>	<del></del>						
COHESION (ALL OTHERS): NON COHESIVE SLIGHTLY		COHESIVE								
CONSISTENCY (NON COHESIVE SOILS): LOOSE (FIRM PLASTICITY (CLAYS) NON PLASTIC (SLIGHTLY PLASTI	DENSE / VERY DENSE	ANICHI V BI ACTI	0	E .	TABLISH					
DENSITY (COHESIVE CLAYS & SILTS): SOFT FIRM ST	FE VERY STIFF / HARD	MIGHLY PLASII	C	1 .	MOCISA					
MOISTURE DRY / SLIGHTLY MOIST MOIST WET / SAT	URATED / SUPER SATURATED				TENT					
DISCOLORATION/STAINING OBSERVED YES NO EXP	LANATION -									
HC ODOR DETECTED YES NO EXPLANATION										
ADDITIONAL COMMENTS:										
	(310600000)									
	(\$1DEWAPES)									
ADDITIONAL COMMENTS:	FIELD 418.1 CAL									
			DILUTION	READING	CALC. (ppm)					
ADDITIONAL COMMENTS:	FIELD 418.1 CAL		DILUTION	READING	CALC. (ppm)					
SCALE SAMP. TIME SAMP. ID	FIELD 418.1 CAL									
SCALE SAMP. TIME SAMP. ID	FIELD 418.1 CALC LAB NO. WEIGHT (g) OVM			reading PROFIL						
SCALE SAMP. TIME SAMP. ID  O FT  PIT PERIMETER	FIELD 418.1 CALC LAB NO. WEIGHT (g) OVM READING	mL FREON								
SCALE SAMP. TIME SAMP. ID	FIELD 418.1 CALC LAB NO. WEIGHT (g)  OVM READING SAMPLE FIELD HEADSPAC (PPM)	mL FREON								
SCALE SAMP. TIME SAMP. ID  O : FT  PIT PERIMETER  N	FIELD 418.1 CALC LAB NO. WEIGHT (g)  OVM READING SAMPLE FIELD HEADSPAC	mL FREON								
SCALE SAMP. TIME SAMP. ID  O FT  PIT PERIMETER	FIELD 418.1 CALC LAB NO. WEIGHT (g)  OVM READING SAMPLE FIELD HEADSPAC (ppm) 1 @ 10' 9.0 2 @ 7' 9.0 3 @ 7' 9.0	mL FREON  Time  1148  1155  1105								
SCALE SAMP. TIME SAMP. ID  OFFT  PIT PERIMETER  N	FIELD 418.1 CALC LAB NO. WEIGHT (g)  OVM READING SAMPLE FIELD HEADSPAC (ppm) 1 @ †p'	mL FREON								
SCALE SAMP. TIME SAMP. ID  O FT  PIT PERIMETER N	FIELD 418.1 CALC  LAB NO. WEIGHT (g)  OVM  READING  SAMPLE FIELD HEADSPAC (ρρm)  1 @ τρ'	mL FREON  TIME 1148 1155 1165 1164	PITF	PROFIL	E.					
SCALE SAMP. TIME SAMP. ID  OFFT  PIT PERIMETER  N	FIELD 418.1 CALC  LAB NO. WEIGHT (g)  OVM  READING  SAMPLE FIELD HEADSPAC (ppm)  1 @ 7 / 0.0  3 @ 7 / 0.0  4 @ 7 / 0.0	mL FREON  TIME 1148 1155 1165 1164		PROFIL	E.					
SCALE SAMP. TIME SAMP. ID  O FT  PIT PERIMETER  N	FIELD 418.1 CALC  LAB NO. WEIGHT (g)  OVM READING  SAMPLE   FIELD HEADSPAC (ppm)  1 @ 7	mL FREON  TIME 1148 1155 1165 1164	PITF	PROFIL	E.					
SCALE SAMP. TIME SAMP. ID  O FT  PIT PERIMETER  N  WELL HEAD  SAMP. PT.	FIELD 418.1 CALC LAB NO. WEIGHT (g)  OVM READING SAMPLE FIELD HEADSPAC (ppm) 1 @ †p'	mL FREON  TIME 1148 1155 1165 1164	PITF	PROFIL	E.					
SCALE SAMP. TIME SAMP. ID  OF FT  PIT PERIMETER  N  WELL HEAD	FIELD 418.1 CALC  LAB NO. WEIGHT (g)  OVM  READING  SAMPLE FIELD HEADSPAC (ppm)  1 @ 17'	mL FREON  Time 1148 1155 1165 1164	PITF	PROFIL	E.					
SCALE SAMP. TIME SAMP. ID  O FT  PIT PERIMETER  N  SAMP. TIME SAMP. ID  OF TO SAMP. TIME SAMP. ID	FIELD 418.1 CALC  LAB NO. WEIGHT (g)  OVM  READING  SAMPLE FIELD HEADSPAC (ppm)  1 @ †p'	mL FREON  Time 1148 1155 1165 1164	PITF	PROFIL	E					
SCALE SAMP. TIME SAMP. ID  O FT  PIT PERIMETER  N  SAMP. TIME SAMP. ID  OF TO SAMP. TIME SAMP. ID	FIELD 418.1 CALC  LAB NO. WEIGHT (g)  OVM  READING  SAMPLE FIELD HEADSPAC (ppm)  1 @ 7	mL FREON    Time	PITF	PROFIL	E.					
SCALE SAMP. TIME SAMP. ID  O FT  PIT PERIMETER  N  SAMP. TIME SAMP. ID  OF TO SAMP. TIME SAMP. ID	FIELD 418.1 CALE  LAB NO. WEIGHT (g)  OVM  READING  SAMPLE FIELD HEADSPACE (ppm)  1 @ 79' 0.0  2 @ 7' 0.0  4 @ 7' 0.0  5 @ /3' 9.7'  4PCC 7' (2) 0.0  LAB SAMPLES  SAMPLE FIELD HEADSPACE (ppm)  1 @ 79' 0.0  4 @ 7' 0.0  4 @ 7' 0.0  5 @ /3' 9.7'  4PCC 7' (2) 0.0  LAB SAMPLES  SAMPLE ANALYSIS TIME (BOISB) 090  " STEXCEOLIB"  4PCC 7'(2) 7PH (8015B) 120	mL FREON    TimE	PITF	PROFIL	E					

Date: 28-Apr-06

CLIENT:

Blagg Engineering

Client Sample ID: 4 PC @ 7' (2)-Abandoned Sep. P

Lab Order:

0604215

Tag Number:

Project:

Duff GC #1

Collection Date: 4/20/2006 12:05:00 PM

Lab ID:

0604215-02A

Date Received: 4/21/2006

Matrix: SOIL

Analyses	Result	PQL Q	ual Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RAN	GE ORGANICS				Analyst: <b>JMP</b>
Diesel Range Organics (DRO)	220	10	mg/Kg	1	4/28/2006 4 23 21 AM
Motor Oil Range Organics (MRO)	180	50	mg/Kg	1	4/28/2006 4:23 21 AM
Surr. DNOP	114	60-124	%REC	1	4/28/2006 4 23:21 AM
EPA METHOD 8015B: GASOLINE R	ANGE				Analyst: <b>HLM</b>
Gasoline Range Organics (GRO)	ND	5 0	mg/Kg	1	4/26/2006 10:27 16 PM
Surr BFB	93.2	81 7-127	%REC	1	4/26/2006 10·27 16 PM

Qualifiers:

Value exceeds Maximum Contaminant Level

E Value above quantitation range

J Analyte detected below quantitation limits

S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank

H Holding times for preparation or analysis exceeded

ND Not Detected at the Reporting Limit

**Date:** 28-Apr-06

CLIENT: Blagg Engineering

Client Sample ID: 5 @ 13'-Abandoned Separator P1

Lab Order:

0604215

Tag Number:

Project:

Duff GC #1

Collection Date: 4/20/2006 9:08:00 AM

Lab ID:

0604215-01A

Date Received: 4/21/2006

Matrix: SOIL

Analyses	Result	PQL (	Qual Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RANG	SE ORGANICS				Analyst: <b>JMP</b>
Diesel Range Organics (DRO)	440	10	mg/Kg	1	4/28/2006 3.50:03 AM
Motor Oil Range Organics (MRO)	250	50	mg/Kg	1	4/28/2006 3 50:03 AM
Surr DNOP	124	60-124	%REC	1	4/28/2006 3 50.03 AM
EPA METHOD 8015B: GASOLINE RA	ANGE				Analyst: <b>HLM</b>
Gasoline Range Organics (GRO)	ND	5 0	mg/Kg	1	4/26/2006 9:58 15 PM
Surr BFB	93 1	81 7-127	%REC	1	4/26/2006 9:58 15 PM
EPA METHOD 8021B: VOLATILES				,	Analyst: <b>HLM</b>
Benzene	ND	0 050	mg/Kg	1	4/26/2006 9:58·15 PM
Toluene	ND	0 050	mg/Kg	1	4/26/2006 9:58:15 PM
Ethylbenzene	ND	0 050	mg/Kg	1	4/26/2006 9:58:15 PM
Xylenes, Total	ND	0.15	mg/Kg	1	4/26/2006 9:58:15 PM
Surr. 4-Bromofluorobenzene	102	77.6-114	%REC	1	4/26/2006 9·58:15 PM

Qualifiers:

- Value exceeds Maximum Contaminant Level
- E Value above quantitation range
- J Analyte detected below quantitation limits
- S Spike Recovery outside accepted recovery limits
- B Analyte detected in the associated Method Blank
- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit

CHAI	IN-OF	QA/QC Package: Std □ Level 4 □ Other: Project Name:  OUFF GC #/					HALL ENVIRONMENTAL ANALYSIS LABORATORY 4901 Hawkins NE, Suite D Albuquerque, New Mexico 87109 Tel. 505.345.3975 Fax 505.345.4107 www.hallenvironmental.com									. >								
Address:	P.0	. BOX	87	Project #:										Al	VAL	YS	S	ΙĘ	UΞ	ST				
	BLFL	D. , NM	n 874/3	Project Manager		N	<u></u> ν	910	<del>TIMB's</del> (8021 <b>B)</b>	+ MTBE + TPH (Gasoline Only)	5B (Gas/Diesel)						PO <sub>4</sub> , SO <sub>4</sub> )	s (8082)						Air Bubbles or Headspace (Y or N)
Phone #:		632 -	-1199	Sampler:						- TPH (	15B (G	8.1)	14.1	121)	됨		3, NO <sub>2</sub> ,	/PCB		2				eadsbe
Fax #:		_		Sample Temperature:				#### ####	TBE +	od 80	hod 41	hod 50	hod 80	A or P/	letals	CI, NO	ticides	(A)	m-V0/				s or He	
Date	Time	Matrix	Sample I.D. No.	Number/Volume		eservat HNO <sub>3</sub>		HEAL No.	BTEX *		TPH Method 801	TPH (Method 418.1)	EDB (Method 504.1)	EDC (Method 8021)	8310 (PNA or PAH)	RCRA 8 Metals	Anions (F, Cl, $\mathrm{NO_3}$ , $\mathrm{NO_2}$ , $\mathrm{PO_4}$	8081 Pesticides / PCB's (8082)	8260B (VOA)	8270 (Semi-VOA)				Air Bubble
4/20/06	0908	2015	SEPARATOR PIT	1-4 oz.			Í	-1	1		/											_		
4/20/06	1205	SOIL	4PC C7 (Z) - ABANDENED SEPARATOR PIT	1-402.			<b>V</b>	<del>-</del> 2			<b>√</b>											+		
4/20/06	1101	SOIL	3 PC @ 7'-ABANOONED BLOW PIT	1-402			<b>Y</b>	-3			✓													
																					<del>-</del>	_		
	_	<u> </u>																			+	_	_	_
Date: 4/21/06 Date:	Time: 0730 Time:	Relinguish Relinguish	ed By: (Signature) ed By: (Signature)	Received Received	By: (9) By: (Si	gnature gnature		1646 47a1/06	Rem	narks:	E 490	() ()	/3′	41	0T.	RAE CE	3 5. omf	AM DS	PU.		gm.P.	I PIE		

#### DEFINITIONS

- 1 1 "Acceptance of a sample" means the determination of HEAL to proceed with work following receipt and inspection of such sample
- 1 2 "Customer" means the individual or entity who may request laboratory services and his or its heirs, successors, assigns, and representatives
- 1 3 HEAL means Hall Environmental Analysis Laboratory its employees, servants, agents, and representative
- 1 4 "Price schedule" means HEAL'S standard price schedule, as such, document may be amended from time to time by HEAL
- 1 5 "Results" mean data generated by HEAL from the analysis of one or more samples
  - "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

7 16

- 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.
- Any order placed by the Customer under Section 2.1 is subject to a minimum cancellation charge of \$250

#### 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
- 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! 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 deviate from these

methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgement of HEAL, which deviation, if any will be made on a basis consistent with recognized standards of industry and/or HEAL'S Standard Operating Procedures

- Upon timely delivery of samples, HEAL will use its best efforts to comply with storage, processing and analytical holding time limits as set forth in applicable EPA or state guidelines or otherwise requested by the Customer or set forth on the Price Schedule However, unless specifically made part of a written agreement between HEAL and the Customer, such time limits cannot be guaranteed. Unless specifically indicated on the Price Schedule or expressly made part of a written agreement between HEAL and the Customer, analytical turnaround times are not guaranteed.
  - 45 At HEAL'S sole discretion, verbal Results may be given in advance of the written report of Results. Such verbal Results are TENTATIVE RESULTS ONLY, subject to confirmation or change based on HEAL'S standard quality assurance review procedures.

#### 5. WARRANTIES, LIABILITY AND INDEMNIFICATION

- 5 1 HEAL warrants only that its services will fulfill obligations set forth in Section 4 3 and 4 4 hereof. This warranty is the sole and exclusive warranty given by HEAL in connection with any such services, and HEAL gives and makes no other representation or warranty of any kind, express or implied. No representative of HEAL is authorized to give or make any other representation or warranty or modify the warranty in any way.
- The liability and obligations of HEAL, and the remedies of the Customer in connection with any services performed by HEAL will be limited to repeating the services performed or, at the sole option of HEAL, refunding in full or in part fees paid by the Customer for such services. HEAL'S obligation to repeat any services with respect to any sample will be contingent on the Customer's providing, at the request of HEAL and at the Customer's expense, an additional sample if necessary Any reanalysis generating Results consistent with the Original Results will be at the Customer's expense. Except as otherwise specifically provided herein, HEAL shall have no liability, obligation or responsibility of any kind for any losses, costs, expenses, of 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.
- 5 6

  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

- 57 The Customer shall indemnufy and hold harmless HEAL from and against any and all claims, suits, judgements, damages, losses, liabilities, expenses, payments, taxes, dubes, fines and/or other costs (including but not himited 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 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 matrix, cause the operations of any HEAL instrumentation to be reduced, stopped, or altered, HEAL is entitled to compensation by the Customer for any loss of revenue due to the instrument's downtime, and/or the parts and labor necessary to bring the instruments back to its former operating condition. The amount of compensation is negotiable upon acceptance of these Terms and Conditions and the individual circumstances warranting the reimbursement.

#### 6. ENTIRE AGREEMENT: SEVERABILITY

- 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

- The 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, alter or vary any of these Terms and Conditions in any manner, or to give any consent, approval or waiver, and HEAL shall not be bound by any such purported addition, deletion, alteration, variation, consent, approval or
- 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. Normally, 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/dibenzofiums to the client.

#### 9. SECTION HEADING

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

#### 10. GOVERNING LAW

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

**Date:** 28-Apr-06

CLIENT:

Blagg Engineering

Work Order: Project: 0604215

Duff GC #1

### \* ANALYTICAL QC SUMMARY REPORT

TestCode: 8015DRO\_S

Sample ID: MB-10279 Client ID: ZZZZZ	SampType MBLK Batch ID. 10279	TestCode: 8015DRO_S Units. mg/Kg TestNo: SW8015	Prep Date 4/27/2006 Analysis Date 4/28/2006	RunNo 19081 SeqNo 474487
Analyte	Result	PQL SPK value SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val	%RPD RPDLimit Qual
Diesel Range Organics (DRO) Motor Oil Range Organics (MRO	ND ) ND	10 50		
Sample ID: LCS-10279 Client ID: ZZZZZ	SampType. LCS Batch ID: 10279	TestCode: 8015DRO_S Units mg/Kg TestNo: SW8015	Prep Date 4/27/2006  Analysis Date 4/28/2006	RunNo <sup>-</sup> 19081 SeqNo. 474488
Analyte	Result	PQL SPK value SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val	%RPD RPDLimit Qual
Diesel Range Organics (DRO)	46.51	10 50 0	93 0 67.4 117	
Sample ID: LCSD-10279 Client ID: ZZZZZ	SampType: LCSD Batch ID 10279	TestCode: 8015DRO_S Units: mg/Kg TestNo: SW8015	Prep Date 4/27/2006  Analysis Date 4/28/2006	RunNo 19081 SeqNo 474489
∞ nalyte	Result	PQL SPK value SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val	%RPD RPDLimit Qual
Diesel Range Organics (DRO)	43.26	10 50 0	86 5 67.4 117 46 51	7 25 17 4

Qualifiers:

E Value above quantitation range

ND Not Detected at the Reporting Limit

H Holding times for preparation or analysis exceeded

R RPD outside accepted recovery limits

Analyte detected below quantitation limits

S Spike Recovery outside accepted recovery limits

CLIENT:

Blagg Engineering

Work Order:

0604215

Project:

Duff GC #1

# ANALYTICAL QC SUMMARY REPORT

TestCode: 8015GRO\_S

Sample ID: MB-10264	SampType N	MBI K	TestCod	le. <b>8015GRO</b>	S Units. mg/Kg		Prep Date:	4/25/2006	RunNo: 19069	
		0264		lo: <b>SW8015</b>	(SW5035)		Analysis Date	4/26/2006	SegNo. 474228	
Client ID. ZZZZZ	Balchib. I	0264	resuv	0. SWOUTS	(300000)		Arialysis Date	4/20/2000	Seq140. 474220	
Analyte	F	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit F	lighLimit RPD Ref Val	%RPD RPDLimit	Qual
Gasoline Range Organics (GRO)		ND	5.0							
Sample ID: LCS-10264	SampType. L	.cs	TestCod	e: 8015GRO	_S Units: mg/Kg		Prep Date	4/25/2006	RunNo: <b>19069</b>	
Client ID: ZZZZZ	Batch ID 1	0264	TestN	o: <b>SW8015</b>	(SW5035)		Analysis Date	4/26/2006	SeqNo. <b>474229</b>	
Analyte	ş	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit H	lighLimit RPD Ref Val	%RPD RPDLimit	Qual
Gasoline Range Organics (GRO)		21.20	5.0	25	0	84.8	77	115		
Sample ID: 0604215-02A MS	SampType: N	/IS	TestCod	e: <b>8015GRO</b>	_S Units: mg/Kg		Prep Date:	4/25/2006	RunNo 19069	
Sample ID: 0604215-02A MS Client ID: 4 PC @ 7' (2)-Aband	, .,	//S 0264		e: 8015GRO o: SW8015	_S Units: mg/Kg (SW5035)		Prep Date: Analysis Date		RunNo 19069 SeqNo 474230	
'	Batch ID· 1				_	%REC	Analysis Date			Qual
Client ID: 4 PC @ 7' (2)-Aband	Batch ID· 1	0264	TestN	o SW8015	(SW5035)	%REC 89.2	Analysis Date	4/26/2006	SeqNo: 474230	Qual
Client ID: 4 PC @ 7' (2)-Aband Analyte	Batch ID· 1	0264 Result 22.30	TestN PQL 5.0	o SW8015 SPK value	( <b>SW5035</b> ) SPK Ref Val		Analysis Date LowLimit H	4/26/2006 lighLimit RPD Ref Val	SeqNo: 474230	Qual
Client ID: 4 PC @ 7' (2)-Aband  Analyte  On asoline Range Organics (GRO)	Batch ID: 1  F  SampType: N	0264 Result 22.30	TestN PQL 5.0	or SW8015 SPK value	( <b>SW5035</b> ) SPK Ref Val		Analysis Date  LowLimit H	4/26/2006 lighLimit RPD Ref Val	SeqNo: 474230 %RPD RPDLimit	Qual
Client ID: 4 PC @ 7' (2)-Aband Analyte  On asoline Range Organics (GRO)  Sample ID. 0604215-02A MSD	Batch ID: 1  SampType: M  Batch ID: 1	0264  Result  22.30	TestN PQL 5.0	or <b>SW8015</b> SPK value  25 e: <b>8015GRO</b>	(SW5035)  SPK Ref Val  0  Linits: mg/Kg		Analysis Date  LowLimit H  77  Prep Date  Analysis Date	4/26/2006 lighLimit RPD Ref Val 115 4/25/2006	SeqNo: 474230 %RPD RPDLimit RunNo: 19069	Qual Qual

Qualifiers:

Value above quantitation range

ND Not Detected at the Reporting Limit

Holding times for preparation or analysis exceeded

R RPD outside accepted recovery limits

Analyte detected below quantitation limits

S Spike Recovery outside accepted recovery limits

CLIENT:

Project:

Blagg Engineering -

Work Order:

0604215

Duff GC #1

# ANALYTICAL QC SUMMARY REPORT

TestCode: 8021BTEX\_S

Sample ID: MB-10264	SampType: MBLK	TestCode: 8021BTEX_S Units:	mg/Kg Prep Date 4/25/2006	RunNo 19043 .
Client ID ZZZZZ	Batch ID <sup>-</sup> 10264	TestNo: SW8021 (SW50	35) Analysis Date 4/26/2006	SeqNo 474143
Analyte	Result	PQL SPK value SPK Ref V	al %REC LowLimit HighLimit R	PD Ref Val %RPD RPDLimit Qual
Benzene	ND	0.050		
Toluene	ND	0 050	·	
Ethylbenzene	ND	0 050		
Xylenes, Total	ND	0 15		
Sample ID MB-10264	SampType. <b>MBLK</b>	TestCode: 8021BTEX_S Units:	mg/Kg Prep Date 4/25/2006	RunNo 19069
Client ID: ZZZZZ	Batch ID. 10264	TestNo: SW8021 (SW50	35) Analysis Date 4/26/2006	SeqNo 474219
Analyte	Result	PQL SPK value SPK Ref V	al %REC LowLimit HighLimit RI	PD Ref Val %RPD RPDLimit Qual
Benzene	ND	0 050		
Toluene	ND	0 050		
Ethylbenzene	ND	0 050		
ylenes, Total	ND	0.15		
Sample ID. LCS-10264	SampType: LCS	TestCode: 8021BTEX_S Units.	mg/Kg Prep Date 4/25/2006	RunNo: <b>190</b> 69
Client ID: ZZZZZ	Batch ID. 10264	TestNo: SW8021 (SW50	35) Analysis Date 4/26/2006	SeqNo. <b>474220</b>
Analyte	Result	PQL SPK value SPK Ref V	al %REC LowLimit HighLimit RF	PD Ref Val %RPD RPDLimit Qual
Benzene	0.3988	0 050 0.452	0 88 2 77.5 123	
Toluene	1.935	0.050 1.82 0.030	9 105 85 3 129	
Ethylbenzene	0.4308	0.050 0 456	0 945 796 121	
Xylenes, Total	2.062	0.15 1.8	0 115 80 130	
Sample ID. 0604215-02A MS	SampType. <b>MS</b>	TestCode: 8021BTEX_S Units:	mg/Kg Prep Date: 4/25/2006	RunNo: 19043
Client ID: 4 PC @ 7' (2)-Aband	Batch ID: 10264	TestNo <sup>-</sup> SW8021 (SW50	35) Analysis Date 4/26/2006	SeqNo <sup>.</sup> <b>474145</b>
Analyte	Result	PQL SPK value SPK Ref V	al %REC LowLimit HighLimit RF	PD Ref Val %RPD RPDLimit Qual
Benzene	0 4185	0.050 0.452	0 92 6 77.5 123	
Toluene	2.046	0.050 1.82	0 112 85 3 129	
Ethylbenzene	0.4555	0.050 0.456	0 99.9 79.6 121	
Qualifiers: E Value above of	quantitation range	H Holding times for p	reparation or analysis exceeded J Anal	yte detected below quantitation limits
•	at the Reporting Limit	R RPD outside accept	•	e Recovery outside accepted recovery limits

CLIENT:

Blagg Engineering

Work Order:

0604215

Project: Duff GC #1

ANALYTICAL QC SUMMARY REPORT

TestCode: 8021BTEX\_S

Sample ID: 0604215-02A MS	SampType.	MS	TestCod	le 8021BTE	K_S Units: mg/Kg		Prep Date	e. 4/25/20	06	RunNo: 19	043	
Client ID: 4 PC @ 7' (2)-Aband	Batch ID	10264	TestN	lo <sup>.</sup> SW8021	(SW5035)		Analysis Date	4/26/20	06	SeqNo: 47	4145	
Analyte		Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Xylenes, Total		2.159	0.15	1 8	0	120	80	130			-	
Sample ID. <b>0604215-02A MS</b>	SampType:	MS	TestCod	e: 8021BTE	(_S Units. mg/Kg		Prep Date	4/25/20	06	RunNo: 19	069	
Client iD. 4 PC @ 7' (2)-Aband	Batch ID:	10264	TestN	o <sup>.</sup> SW8021	(SW5035)		Analysis Date	4/26/20	06	SeqNo: 47	4221	
Analyte		Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene		0.4185	0.050	0.452	0	92 6	77.5	123				
Toluene		2.046	0 050	1.82	0	112	85 3	129				
Ethylbenzene		0.4555	0.050	0.456	0	99.9	79 6	121				
Xylenes, Total		2.159	0.15	1.8	0	120	80	130			- <u>-</u> -	
Sample ID: 0604215-02A MSD	SampType:	MSD	TestCod	e: <b>8021BTE</b> )	(_S Units: mg/Kg	<del></del>	Prep Date	4/25/20	06 -	RunNo: <b>19</b> 0	043	
I lient ID: 4 PC @ 7' (2)-Aband	Batch ID:	10264	TestN	o: <b>SW8021</b>	(SW5035)		Analysis Date	4/26/20	06	SeqNo: 474	1146	
Analyte		Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene		0.4375	0.050	0.452	0	96.8	77.5	123	0.4185	4 44	27	
Toluene		2.169	0 050	1.82	0	119	85 3	129	2.046	5 81	19	
Ethylbenzene		0.4813	0.050	0.456	0	106	79.6	121	0 4555	5 51	10	
Xylenes, Total		2.254	0.15	1.8	0	125	80	130	2.159	4 31	13	
Sample ID: 0604215-02A MSD	SampType:	MSD	TestCod	e: <b>8021BTE</b> X	(_S Units: mg/Kg		Prep Date	4/25/200	06	RunNo. 190	069	
Client ID: 4 PC @ 7' (2)-Aband	Batch ID:	10264	TestN	o SW8021	(SW5035)		Analysis Date	. 4/26/200	06	SeqNo. 474	1222	
Analyte		Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit I	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene		0.4375	0.050	0.452	0	96.8	77 5	123	0.4185	4.44	27	
		2.169	0.050	1.82	0	119	85 3	129	2.046	5 81	19	
Toluene												
Toluene Ethylbenzene		0.4813	0.050	0.456	0	106	79.6	121	0 4555	5 51	10	

Qualifiers:

E Value above quantitation range

ND Not Detected at the Reporting Limit

H Holding times for preparation or analysis exceeded

R RPD outside accepted recovery limits

J Analyte detected below quantitation limits

S Spike Recovery outside accepted recovery limits

### Samplè Receipt Checklist

Client Name BLAGG			Date and Time	Received	4/21/2006
Work Order Number 0604215			Received by	LMM	
Checklist completed by July Heall &	200 4	// <u>\</u> \)	96		
Matrix	Carrier name Greyl	nound			
Shipping container/cooler in good condition?	Yes	<b>✓</b>	No 🗔	Not Present	
Custody seals intact on shipping container/cooler?	Yes	✓	No 🗌	Not Present	Not Shipped
Custody seals intact on sample bottles?	Yes		No 🗹	N/A	
Chain of custody present?	Yes	<b>✓</b>	No 🗌		
Chain of custody signed when relinquished and rec	eived? Yes	$\checkmark$	No 🗔		
Chain of custody agrees with sample labels?	Yes	<b>✓</b>	No 🗌		
Samples in proper container/bottle?	Yes	<b>✓</b>	No 🗌		
Sample containers intact?	Yes	<b>✓</b>	No 🗌		
Sufficient sample volume for indicated test?	Yes	<b>✓</b>	No 🗌		
All samples received within holding time?	Yes	<b>✓</b>	No 🗆	~	
Water - VOA vials have zero headspace?	No VOA vials submitted	$\checkmark$	Yes	No 🗆	
Water - pH acceptable upon receipt?	Yes		No 🗌	N/A	
Container/Temp Blank temperature?		_	4° C ± 2 Accepta f given sufficient		
COMMENTS.					
		- 12		· · ·- · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
Client contacted D	ate contacted:		Perso	on contacted	
Contacted by:	egarding				
Comments					······································
					* * WORRY FOR *-
Corrective Action				»	