BW - 2

GENERAL CORRESPONDENCE

YEAR(S):

1996 -> 1980

601 W. ILLINOIS HOBBS, NEW MEXICO 88240 (505) 392-2236 FAX (505) 392-6949 **PEAK** CONSULTING SERVICES

VISION

52



November 4, 1996

Mr. Mark Ashley NMOCD Environmental Bureau 2040 S. Pacheco Santa Fe, NM 87505

RE: P & S Brine, Eunice, NM

Dear Mr. Ashley:

The pit that you and I discussed at P & S Brine Station was used for emergency overflow of the brine tank and also for the fresh water pump which had plunger leaking. No one had any knowledge of any brine going to the pit, but freshwater did. Soil samples were taken at the pit area at approximately 18" depth and analyzed for TPH and CL (find results within). After fiberglass tanks were installed, pit was covered. I hope this analysis will help in answering any questions you may have.

DIE SE

ENVIRONMENTAL.

SPECIALISTS

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GEOLOGICAL & REGULATORY

If I can be of further help or if you need additional information, please call.

Sincerely,

500 1

Eddie W. Seay, Agent



PHONE (915) 673-7001 • 2111 BEECHWOOD • ABILENE, TX 79603

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

PHONE (505) 326-4669 • 118 S. COMMERCIAL AVE. • FARMINGTON, NM 87401

PHONE (806) 796-2800 • 5262 34th ST. • LUBBOCK, TX 79407

ANALYTICAL RESULTS FOR EDDIE SEAY CONSULTANTS 601 W. ILLINOIS HOBBS, NM 88240 FAX TO:

Receiving Date: 10/25/96 Reporting Date: 10/29/96 Project Number: NOT GIVEN Project Name:P&S BRINE/PAUL PRATHER Project Location: EUNICE, NM Sampling Date: 10/25/96 Sample Type: SOIL Sample Condition: COOL & INTACT Sample Received By: BC Analyzed By: BC/GP

	TPH	CI
LAB NUMBER SAMPLE ID	(ppm)	(ppm)
ANALYSIS DATE:	10/28/96	10/29/96
H2691-1 PIT SMPL.; EMERG. PIT	N/A	136
H2691-2 PIT SMPL.; EMERG. PIT	71	N/A
Quality Control	413	105
True Value QC	400	100
% Accuracy	103	105
Relative Percent Difference	1.8	1.9
METHODS: EPA 600/4-79-02	418.1	325.3

had ...

Chemis

10/29/95 Date

PLEASE NOTE: Liability and Damages. Cardinal's liability and client's exclusive remedy for any claim arising, whether based in contract or tort, shall be limited to the amount paid by client for analyses. All claims, including those for negligence and any other cause whatsoever shall be deemed waived unless made in writing and received by Cardinal within thirty (30) days after completion of the applicable service Degraphic actions of the service of the applicable service of services arising out of or related to the performance of services hereunder by Cardinal, regardless of whether such claim is based upon any of the above-stated reasons or otherwise.

CONSERVATION DIVISION	RANDUM OF MEETING O	R CONVERSATION
Télephone Personal	Time 4,00A	Date 10-15-96
Originating Party	۷	Other Parties
MARK ASHLEY	I E	DOILE SHAY
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PAS BREVE-EMACK		·
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SC: ROGER ANDERSON MARK ASHLEY JERPY SEXTON NEW MEXICO OIL CONSERVATION COMMISSION FIELD TRIP REPORT C P TINGOR L A S A C I ~ 3:00PA ٥ N S P U Date <u>11-30-95</u> Miles ______ Time of Return ______ 4 PM H DEC In the Space below indicate the purpose of the trip and the duties U performed. listing wells of leases visited and any action taken. R DEC In the Space below indicate the purpose of the trip and the duties U performed. listing wells of leases visited and any action taken. R DEC In the Space below indicate the purpose of the trip and the duties U performed. Listing wells of leases visited and any action taken. Date 11-30-25 R Miles _____District ____ S LI ECTI S IFICATION _Car No. G- 0472 1 T 0 O' CHAPARRELL BRINE STATION - BW02 BRINE WATER / SIL BEINS DISCHARGED INTO UNLINED EARTH Pit. OIL/WATER EMULSION FROM PUMP IS BEING DISZHANGED TO GROUND. VALVES LEAKING ON TANKS, OFIP PARS OVER-FLOWING ON to GROUND. TOOK PICTURES (AttACHED) Mileage Per Diem Hours UIC UIC UIC RFA RF A _____ RГА Other Other Other _ TYPE INSPECTION INSPECTION NATURE OF SPECIFIC WELL. PERFORMED CLASSIFICATION OR FACILITY INSPECTED U - Underground Injection Control - Any inspection of or H - Housekeeping D = Drilling related to injection project, facility, or well or · Pludding P . Production - Plugging Cleanup resulting from injection into any well. (SWD, 2ndry 1 = Injection - Well Test injection and production wells, water flows or pressure C - Combined prod. inj. Repair/Norkover tests. surface injection equipment. plugging, etc.) operations - Waterflow S = SWD Inspections relating to Reclamation Fund Activity - Mishap or Spill U . Underground Storage Other - Inspections not related to injection or The W - Water Contamination G = General Operation Reclamation Fund P = Facility or location 0 = 0 therH = Heeting - Indicates some form of enforcement action taken in the 0 = Other field (show immediately below the letter U. A or O)

RECEIVED DEC 08 1995 STATE OF NEW MEXICO NMOCD District I Environmental Bureau Environmental Dureau To folle: INTER-OFFICE MEMO Chaparral Brine St.

Date: Nov. 30, 1995 Time: 3:00 pm

Telephone call: Meeting: Other: X On site visit

Person called or attending: Wayne Price-NMOCD

REFERENCE: Chaparral Brine St. BW-02

Subject: Site Inspection

Comments:

1. Brine water & oil being discharged into unlined earthen pit.

2. Oil/water emulsion from pump is being discharged to ground.

з. Tank loading valves leaking, drip pots over-flowing onto ground.

Took the following pictures:

BW-02 #1. Chaparral station sign does not reflect the legal location. Also shows salt contamination around tank.

#2. Shows earthen unlined pit with water and oil. Located just west of the pump house.

ON CONSERVE UN DIVISION

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105 DE::

#3. Shows three discharge (overflow) lines going to pit.

#4. Shows brine tank overflow line going to pit area.

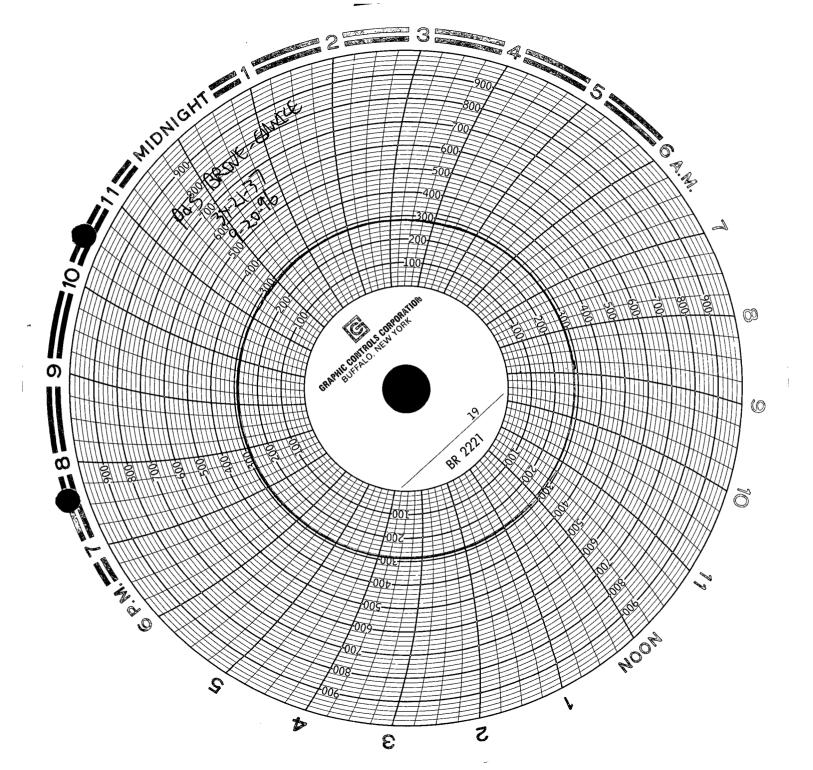
& #6. Drip pots *#*5.

- *#*7. Pit showing oil layer on top of water. Picture looking south.
- #8. Buried line (uncovered by Price) discharges lube oil/water emulsion below surface of ground.

Wayne Price NMOCD Environmental Engineer-District I

cc: Jerry Sexton-District I Supervisor Roger Anderson-Environmental Bureau Chief

attachments-pictures.







OIL CONSERVATION DIVISION 2040 South Pacheco Street Santa Fe, New Mexico 87505 (505) 827-7131

October 3, 1996

Mr. Paul Prather **P&S Brine Sales** P.O. Box 7169 Eunice, New Mexico 88231

Mechanical Integrity Testing of Brine Supply Wells RE:

Dear Mr. Paul Prather:

Enclosed is a copy of the mechanical integrity test conducted on your brine well. Please retain this copy for your records.

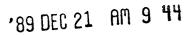
On behalf of the New Mexico Oil Conservation Division, I would like to thank you for your time and cooperation during the testing. If you have any questions, please contact me at (505) 827-7155.

Sincerely,

Mark Ashley Geologist

Attachment

OIL CONSERVATION DIVISION RECEIVED



P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231 (505) 394-2545

December 19, 1989

Director Oil Conservation Division P. O. Box 2088 Santa Fe, New Mexico 87504

Dear Sir:

Your office is in receipt of our one well plugging bond #B02067 issued by Underwriters Indemnity Company which covers our brine station located in Sec. 34, Twp. 218, Range 37E, Lea County, New Mexico.

We now request that you release the original one well plugging bond with Hartford A & I, Policy #SU4420776, carried with Daniels Insurance of Hobbs. We also ask that you contact the EID and release the trust fund which we set up with First Interstate Bank in Hobbs.

your prompt attention to this matter will be appreciated.

Yours very truly,

P & S BRINE SALES .

Paul D. Prother

Paul D. Prather President

PDP:js

STATE OF NEW MEXICO



ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION

GARREY CARRUTHERS GOVERNOR POST OFFICE BOX 2088 STATE LAND OFFICE BUILDING SANTA FE. NEW MEXICO 87504 (505) 827-5800

December 6, 1989

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Mr. Paul Prather P&S BRINE SALES INC. P. O. Box 1768 Eunice, New Mexico 88231

RE: Delegation of Responsibilities Brine Manufacturing Operations

Dear Mr. Prather:

On June 13, 1989, the Water Quality Control Commission (WQCC) transferred the responsibility for the administration and enforcement of Commission regulations at brine manufacturing operations, including all brine production wells, holding ponds and tanks, from the Environmental Improvement Division (EID) to the Oil Conservation Division (OCD). The OCD has jurisdiction over all manufactured brine once it is transported, used or disposed of off brine plant premises for use in or directly related to oil and gas operations regulated by OCD. OCD regulates brine injection through its Class II Underground Injection Control (UIC) Program if the brine is used in the drilling for or production of oil and gas. EID shall regulate brine injection through its UIC Program if the brine is used for other purposes.

Brine production facilities that were transferred to OCD's jurisdiction must operate pursuant to an approved and current discharge plan. The discharge plan renewal process will be continued by OCD Environmental Bureau Staff. Approximately eight (8) months before the expiration date of an approved discharge plan, the discharger will be notified of the pending expiration of the plan. The discharge plan review process can, depending on circumstances, take several months. If the holder of an approved discharge plan submits a renewal application at least 180 days before discharge plan expiration, and the discharger is in compliance with his approved plan on the date of expiration, then the existing plan will not expire until the renewal application has been approved or disapproved. Mr. Paul Prather December 6, 1989 Page -2-

Guidelines to aid you in determining what will be required for the renewal of your discharge plan are bring prepared. When the guidelines are finalized, they will be supplied to each operator of a brine production facility.

The OCD requires that any person, firm corporation or association that is in ownership of an oil, gas, or service well in the State of New Mexico shall furnish the Division with a surety bond in an amount prescribed in the OCD regulations. The current bond for well less than 5000 feet deep in Chaves, Eddy, Lea and Roosevelt Counties is \$5000. I am onclosing the OCD bond forms for your use. All surety bonds previously submitted to the OCD did not include brine wells. Those surety bonds submitted to the EID must be changed to the OCD. Once the proper bond form are received and approved, all other sureties and bonds can be cancelled.

If you have any questions, please do not hesitate to contact me at (505) 827-5884.

Sincerely,

Roger C. Anderson Environmental Engineer

RCA/sl

Enclosures

CC: Artesia District Office Hobbs District Office

JUL 1 7 1989 GROUND WATER BUREAU

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P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231

394-2545

7/13/89 DATE

REPORT FOR QUARTER ENDING 6/30/89

BARRELS OF FRESH WATER INJECTED <u>35,53/</u> BARRELS OF BRINE WATER SOLD <u>35,53/</u>

I, Paul Prather, certify under penalty of law that the above statement is true and correct to the best of my knowledge.

rather

Paul Prather Partner

To: Environmental Improvement Division Ground Water Section P. O. Box 968 Santa Fe, New Mexico 87504-0968

Attention: John Parker

P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231

394-2545

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CE

APR 7 1989

GROUND WATER BUREAU

4/6/89 DATE

REPORT FOR QUARTER ENDING 03/31/89

BARRELS OF FRESH WATER INJECTED 51,728

BARRELS OF BRINE WATER SOLD 57,728

I, Paul Prather, certify under penalty of law that the above statement is true and correct to the best of my knowledge.

Prather

Paul Prather Partner

To: Environmental Improvement Division Ground Water Section P. O. Box 968 Santa Fe, New Mexico 87504-0968

Attention: John Parker



ENVIRONMENTAL IMPROVEMENT DIVISION Harold Runnels Bldg.-1190 St. Francis Drive Santa Fe, New Mexico 87503

> **Bichard Mitzelfelt** Director

GARREY CARRUTHERS Governor CARLA L. MUTH Secretary MICHAEL J. BURKHART Deputy Secretary

DEPARTMENT

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

January 6, 1989

Mr. Paul Prather P&S Brine Sales P.O. Box 1769 Eunice, New Mexico 88231

RE: DP-319 Renewal Approval; P&S Brine Sales

Dear Mr. Prather:

The renewal of the discharge plan (DP-319) for P&S Brine Sales brine station located in Eunice in Lea County, New Mexico is hereby approved. The approved discharge plan renewal consists of the materials dated April 13 and 16, 1988, March 7, 1988, August 18, 1988 and December 14, 1988 plus the information and materials submitted as part of the original discharge plan approved December 18, 1982.

The discharge plan renewal application was submitted pursuant to Section 3-106 of the New Mexico Water Quality Control Commission Regulations. It is approved pursuant to Section 3-109. Please note Subsections 3-109.F., which provide for possible future amendment of the plan. Please be advised that the approval of this plan does not relieve you of liability should your operation result in actual pollution of surface or ground waters which may be actionable under other laws and/or regulations.

Monitoring and reporting shall be as specified in the discharge plan and supplements thereto. These requirements are summarized on the attached sheet(s). Any inadvertent omissions from this summary of a discharge plan monitoring or reporting requirement shall not relieve you of responsibility for compliance with that requirement.

Mr. Paul Prather Page 2 January 6, 1989

Pursuant to Subsection 3-109.G.4., this plan renewal is for a period of 5 years. This approval will expire January 6, 1994, and you should submit an application for a new approval in ample time before that date.

On behalf of the staff of the Ground Water Section, I wish to thank you (and your staff) for your cooperation during this discharge plan review.

stuart 4. Castle Sincerely,

Stuart P. Castle Bureau Chief Ground Water Bureau

SC/JP/mw

cc: Garrison McCaslin, EID District IV Manager, Roswell Roelf Ruffner, EID Hobbs Field Office



GROUND WATER SECTION Environmental Improvement Division Health and Environment Department Santa Fe, N.M. 87503 Phone: (505) 827-2900

Summary of Discharge Plan

51

January 5, 1989

DP number: 319 Facility name: P & S BRINE SALES, INC. Alternate name: Type of facility: MINING - SALT - INSITU Means of discharge: INJECTION WELL - STEEL TANKS

County: LEA EID District 4 Location: .25 MI.N OF GAS PLT S EUNICE T21S, R37E, Sec. 34.000 Nearest city: EUNICE

Contact or consultant person:

Responsible person: PAUL PRATHER Title: OWNER/OPERATOR Address: P.O. BOX 1768 City, zip: EUNICE NM 88231 Phone: 505-394-2545

The Ground Water Section staff reviewer is JOHN PARKER. Application was received 04/13/87 and Public Notice published 05/18/87. The plan was approved 12/18/82 and expires 12/18/87. (Application for renewal should be submitted in ample time before expiration.)

Monitoring Requirements summary

No. of monitoring reports required annually: 4 Monitoring reports are due no later than October 15, July 15, April 15, and January 15 of each year.

Sampling	Annual	# of					
required	freq.	sites	Comment	s, desc	ription		
Water levels:	0	0					
Disch. vols:	4	1	VOLUME	OF	FRESH	WATER	INJECTED
Major ions:	0	0					
Heavy metals:	0	0					
N Species:	0	0					
Organics:	0	0					
Other:	4	1	VOLUME	OF	BRINE	SOLD	

If this space is checked, monitoring requirements are summarized or explained in more detail on the attached sheet. Any inadvertent omission from this summary does not relieve the discharger of responsibility for compliance with that requirement. Send monitoring reports to the address at top, "Attention: JOHN PARKER, re: DP-319". _____

· ·

	EID BUCKSLIP
CHECK O	NE: <u>FOR LETTER TO Paul Prathen</u> FOR <u>Staut P. Castle</u> SIGNATURE
2. 	MEMO TO PRESS RELEASE OTHER SUBJECT: DP-319 Approval; PES Brine Salu DRAFTED BY: John Panker 1/6/88 (DATE)
·	CONCURRENCES: NAME: <u>Ernest Rebuck</u> Prog. Mgr. <u>Stuart P. Castle</u> Bur. Chief <u>Deputy Dir.</u> <u>Jon Thompson</u> Deputy Dir. <u>Legal Review</u> Branch Admin.
FINAL D	ECISION NEEDED BYBECAUSE (Date)
COMMENT	S BY DRAFTER OR REVIEWER(S):

P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231

394-2545

K E C E I V E **U** JAN 0 9 1989 GROUND WATER BUREAU

1/4/89

REPORT FOR QUARTER ENDING 12/31/88

BARRELS OF FRESH WATER INJECTED $\frac{26,033}{2}$ BARRELS OF BRINE WATER SOLD $\frac{26,033}{2}$

I, Paul Prather, certify under penalty of law that the above statement is true and correct to the best of my knowledge.

ather

Paul Prather Partner

DATE

To: Environmental Improvement Division Ground Water Section P. O. Box 968 Santa Fe, New Mexico 87504-0968

Attention: John Parker



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First Interstate Bank of Lea County Trust Division P.O. Box 400 Hobbs, New Mexico 88240 505 397-4511

December 12, 1988

DEC I 4 1988 GIJUNU WATER BUREAU

Mr. John Parker New Mexico Environmental Improvement Division P.O. Box 968 Santa Fe, N.M. 87504

RE: P & S Brine Sales

Dear Mr. Parker:

Enclosed for your records please find a copy of the Trust Agreement dated December 8, 1988 by and between P & S Brine Sales, a partnership and First Interstate Bank of Lea County. P & S Brine Sales has deposited to the trust the amount of \$6,000.00 as required by the Environmental Improvement Division for this trust.

The EID will be provided annual statements for this account as provided in Section 10.

If you have any questions regarding this matter, please do not hesitate to call on me. Thank you.

Sincerely,

Kerri Frizzell

AVP & Trust Officer

kf

encl.

Trust Agreement, the "Agreement," entered into as of December 8, 1988, by and between P & S Brine Sales, a partnership, the "Grantor," and First Interstate Bank of Lea County, "a state bank," the "Trustee."

Whereas, the New Mexico Environmental Improvement Division, "EID," an agency of the State of New Mexico, has established certain regulations applicable to the Grantor, requiring that an owner or operator of an injection well shall provide assurance that funds will be available if needed for proper closing, plugging and abandonment of the injection well,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facility(ies) identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this agreement:

(a) The term "Grantor" means the owner or operator who enters into this agreement and any successors or assigns of the Grantor;

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee;

(c) The terms "facility" or "activity" mean any underground injection well or any other facility or activity that is subject to regulation under the Underground Injection Control Program of the New Mexico Environmental Improvement Division, "EID," an agency of the State of New Mexico.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on Attachment A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EID. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Attachment B. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibilities for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EID.

Section 4. Payment for Plugging and Abandonment. The Trustee shall make payments from the Fund as the EID Director shall direct, in writing, to provide for the payment of the costs of proper closing, plugging and abandonment of the

1

injection wells, covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EID Director from the Fund for such expenditures in such amounts as the EID Director shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EID Director specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

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Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that

(a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State Government;

(b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State Government; and

(c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advise is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depositary even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depositary with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the EID Director a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EID Director shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advise of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected to the extend permitted by law, in acting upon the advise of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

3

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EID Director, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contempleted by this Section shall be paid as provided in Section 9.

Section 14. Instruction to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in attachment A or such other designees as the Grantor may designate by amendment to Attachment A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EID Director to the Trustee shall be in writing, signed by the EID Director, or his designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instruction. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EID hereunder has occured. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EID, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the EID Director, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the EID Director, or by the Trustee and the EID Director if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee and the EID Director, or by the Trustee and the EID Director, if the Grantor ceases to exist. Upon termination of the trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EID Director issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor

4

or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonabl incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of New Mexico.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

P & S Brine Sales By 6 Paul Prather General Partner

First Interstate Bank of Lea County

By Kerri Frizzell, AVP Trust Officer

CERTIFICATE OF ACKNOWLEDGMENT

State of

New Mexico

County of

Lea

On this December 8, 1988, before me personally came Paul Prather, to me known, who being by me duly sworn, did depose and say that he resides at Eunice, New Mexico, that he is General Partner of P & S Brine Sales, Partnership described in and which executed the above instrument; that he knows the seal of said partnership; and that he signed his name thereto by like order.

este By: Notary

My Commission Expires: $\chi - 2 - 89$

ATTACHMENT B

FACILITY

P & S Brine Sales P. O. Box 1768 Eunice, NM 88231

Current Cost Estimate for plugging and abandonment \$6,000.00

Designated persons:

Steve Prather

Paul Prather, General Partner

. · .

Amount Deposited to Account: \$6,000.00

•

c



72-3127-00-7

225 MSC

TRUST ADMINISTRATOR

FIRST INTERSTATE BANK OF LEA COUNTY AS TRUSTEE UNDER AGREEMENT FOR P & S BRINE SALES, A PARTNERSHIP DATED 12/08/88

ASSET & TRANSACTION STATEMENT 10/08/88 THRU 06/30/89

OIL CONSERVATION DIV. SANTA FE

NEW MEXICO ENVIRONMENTAL IMPROVEMENT DIVISION ATTN: MR. JOHN PARKER P.O. BOX 963

SANTA FE, NM

87504

					6,245.58		NO. SHARES				TRUST DEI	First Bank
	** TOTAL ASSETS **	* TOTAL CASH AND EQUIVALENTS *	PRINCIPAL CASH	INCOME CASH	FEDERATED TRUST FOR US TREASURY Obligations fund # 59	* CASH AND EQUIVALENTS *	DESCRIPTION	ACCOUNT NO. 72-3127-00-7 P & S BRINE	06/30/89	STATEMENT OF ASS	TRUST DEPARTMENT	
	\$6,245 . 58 **	\$6,245 . 58 **	\$245_58-	\$245.58	\$6,245.58		CARRY VALUE	SALES - E.I.D.		ASSETS		
·	\$6,245.58 **	\$6,245.58 **	\$245_58-	\$245.58	\$6,245.58		MARKET VALUE		PAGE 1			



PAGE NUMBER

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		131.70	REC FROM P&S BRINE SALES Trust fee 1-1-89 to 3-31-89	04/10/89
		46.71	INT TO 03/31/89 Federated trust for US treasury Obligations fund # 59	04/04/89
		40.00	INT TO 02/28/89 FEDERATED TRUST FOR US TREASURY OBLIGATIONS FUND # 59	03/03/89
		105.35	RECD FROM P % S BRINE SALES 1938 FED % NM FIDUCIARY TAX RETURNS	
		105-38-	NORMAN & HALE Tax preparation: 1988 Fed. & N.M. Fid. Inc. Tax returns p&s brine sale	02/23/89
		42.85	INT TO 01/31/89 Federated trust for US treasury Obligations fund # 59	02/02/89
		21.82	INT TO 12/31/38 Federated trust for US treasury Obligations fund # 59	01/03/89
	6,000.00		DEPOSIT TO TRUST	12/15/88
• 00	.00	- 00	BEGINNING BALANCES	10/07/88
ASSET CARRYING VALUE	PRINCIPAL CASH	CASH	DESCRIPTION	DATE
	ADM. OFFICER KLF	SALES - E.I.D.	ACCOUNT NAME P & S BRINE	ACCOUNT NO. 72-3127-00-7
DATE 06/30/89		TEMENT OF ACCOUNT	STAT	

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First Bank

PAGE NUMBER

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6,245.58	245.58-	245.58	** ENDING BALANCES *	
6,245.61	6,245_61-		PURCHASES (7) 10/08/88 TO 06/30/89 Federated trust for US treasury	
- 03 -	- 03		SALES (1) 10/08/88 TO 06/30/89 Federated trust for US treasury	06/30/89
		184-41-	FIRST INTERSTATE BANK OF LEA COUNTY FEE FOR TRUSTEE FEE 04/01/89 THRU 06/30/89	
		134.41	CHECK RECD FROM P & S BRINE SALES FOR TRUSTEE FEE 4/1/89 THRU 6/30/89	06/16/89
		48.28	INT TO 05/31/89 Federated trust for US treasury Obligations fund # 59	06/05/89
		45.95	INT TO 04/30/89 Federated trust for US treasury Obligations fund # 59	05/02/89
		131.70-	FIRST INTERSTATE BANK OF LEA COUNTY FEE FOR PERIOD ENDED 04/30/89 TRUST FEE 1-1-89 TO 3-31-89	04/10/39
ASSET CARRYING Value	PRINCIPAL CASH	I NCOME CASH	DESCRIPTION	DATE
	ADM. OFFICER KLF	- E.I.D.	ACCOUNT NAME P & S BRINE SALES	ACCOUNT NO. 72-3127-00-7
DATE 06/30/89		OF ACCOUNT	STATEHENT	



PAGE NUMBER

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				•	DATE	ACCOUNT NO. 72-3127-00-7	
ENDING BALANCE	TOTAL DISBURSEMENTS	TOTAL RECEIPTS	BEGINNING BALANCES	STATEMENT SUMMARY	DESCRIPTION	ACCOUNT NAME P & S BRINE SALES	STATEMENT
245.58	421.49-	667.07	.00		CASH	1	MENT OF ACCOUNT
245-58-	6,245.61-	6,000.03	• 00		CASH	ADM. OFFICER KLF	
6.245.58	- 03 -	6.245.61	- 00		ASSEI CARRYING VALUE		DATE 06/30/89

P & S BRINE SALES P. O. Box 1768 Eunice, N.M. 88231 (505) 394-2545

RECEIVED

JUN 15 1989 OIL CONSERVATION DIV. SANTA FE

June 14, 1989

Mr. Dave Boyer Oil Conservation Division P. O. Box 2088 Santa Fe, New Mexico 87504

Dear Mr. Boyer:

We presently have a trust fund set up with First Interstate Bank, P. O. Box 400, Trust Division, Hobbs, New Mexico 88240, which we set up to satisfy the requirements of the EID when they were put in control of the brine wells.

I spoke with Jerry Sexton in your Hobbs office this morning and he advised that I should contact you and ask that you take the steps necessary to have this trust fund released since we already have a plugging bond for the Oil Conservation Division.

I had talked earlier with John Parker with the EID and he advised that the OCD would have to contact him in order to get this trust fund released.

Should it be necessary for us to do something else, please let us know and we will take whatever steps you advise.

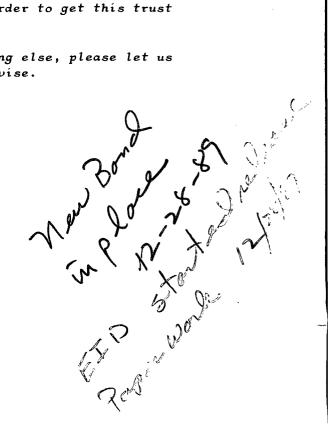
Yours very truly,

P & S BRINE SALES

Paul Prather

Paul Prather Owner

cc: Mr. Jerry Sexton Oil Conservation Division P. O. Box 1980 Hobbs, New Mexico 88240



Form 0 & G B-B Adopted 6-17-77 Revised 10-1-78 Revised -

STATE OF NEW MEXICO

\$50,000.00 BLANKET PLUGGING BOND

BOND NO.

(For Use of Surery Company)

File with Oil Conservation Division, P.O.Box 2088, Santa Pe 87501

KNOW ALL MEN BY THESE PRESENTS:

That	, (An individual) (a partnership)
(a corporation organized in the State of	, with its principal office in the city of
, State of	, and authorized to do business in
the State of New Mexico), as PRINCIPAL, and	

corporation organized and existing under the laws of the State of ________, and authorized to do business in the State of New Mexico, as SURETY, are held firmly bound unto the State of New Mexico, for the use and benefit of the Oil Conservation Division of New Mexico pursuant to Section 65-3-11, New Mexico Statutes Annotated, 1953 Compilation, as amended, in the sum of Fifty Thousand Dollars(\$50,000.00) lawful money of the United States, for the payment of which, well and truly to be made, said PRINCIPAL and SURETY hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that :

WHEREAS, The above principal has heretofore or may hereafter enter into oil and gas leases, or carbon dioxide (CO₂) gas leases, or helium gas leases with the State of New Mexico; and

LO OR brine mineral leases

WHEREAS, The above principal has heretofore or may hereafter enter into oil and gas leases, or carbon dioxide (CO_2) gas leases, or helium gas leases on lands patented by the United States of America to private individuals, and on lands otherwise owned by private individuals; and $\neg OR$ brine mineral leases of America = OR brine mineral

		TRUST ADMINISTRATOP	First Bank TRUST DEPARTMENT	. 8411
	,	552 MSC	72-3127-00-7	
NEW MEXICO ENVIRONMENTAL IMPROVEMENT DIVISION ATTN: MR. JOHN PARKER P.O. BOX 968 SANTA FE, NM 87524	ASSET & TRANSACTION STATEMENT 10/03/83 Thru 12/35/88	FIRST INTERSTATE BANK OF LEA COUNTY AS TRUSTEE UNDER AGREEMENT FOR P & S BRINE SALES, A PARTNERSHIP		
			GROUND WATER BUREAU	**



|

TRUST DEPARTMENT

	5,000		NO. SHARES		·	
** TOTAL ASSETS **	FEDERATED TRUST FOR US TREASURY Jaligations fund # 59	* CASH AND EQUIVALENTS *	DESCRIPTION	ACCOUNT NO. 72-3127-30-7 P & S BRINE	12/31/88	STATEMENT OF ASSET
\$6,000.0C **	\$6,000.00		CARRY VALUE	NE SALES - E.I.D.		SSETS
\$6,000.00 **	\$6,000.00		MARKET VALUE		PAGE 1	

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	STATEMENT	T OF ACCOUNT		DATE 12/31/88
ACCOUNT NO.	ACCOUNT NAME P & S BRINE SALES	S - E.I.D.	ADM. OFFICER KLF	
DATE	DESCRIPTION	CASH	PRINCIPAL CASH	ASSET CARRYING Value
10/07/88	BEGINNING BALANCES	• 0 17	• 00	•00
12/15/88	DEPOSIT TO TRUST		6,000.00	
12/31/38	PURCHASES (?) 10/08/88 TO 12/31/88 Federated trust for US treasury		6,000.79-	010 - 000
	** ENDING BALANCES *	•.00	- 00	01-020-0
	STATEMENT SUMMARY			
	BEGIMNING BALANCES	- 00	• OC	.00
	TOTAL RECEIPTS	0 0	6,000.00	6,700_00
	TOTAL DISBURSEMENTS	- CT	6,000.00-	-06
	ENDING BALANCE	•00	.00	000-000-0

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ENVIRONMENTAL IMPROVEMENT DIVISION Harold Runnels Bldg.-1190 St. Francis Drive Santa Fe, New Mexico 87503

> **Richard Mitzelfelt** Director

GARREY CARRUTHERS Governor CARLA L. MUTH Secretary MICHAEL J. BURKHART Deputy Secretary

NEW MEXICO HEALTH AND ENVIRONMENT DEPARTMENT

December 22, 1988

Mr. Paul D. Prather, Owner P&S Brine Sales P.O. Box 1769 Eunice, New Mexico 88231

Dear Mr. Prather:

The Underground Injection Control staff of the New Mexico Environmental Improvement Division Ground Water Section would like to thank you for your cooperation during our recent inspection of P&S Brine Sales brine facility. A copy of the inspection forms is attached for your reference. No violations were noted during the inspection.

Thank you for your continued cooperation. Should you have any questions feel free to contact me (827-2902) or John Parker (827-0027).

Sincerely,

egy for 6 for

Kevin Lambert Hydrologist Ground Water Section - UIC Program

KL/JP/mw

cc: Roelf Ruffner, EID Hobbs Field Office

Enclosure

No. of Samples Ion Na FIELD TRIP REPORT K GROUND WATER SECTION Ca County Eddy/LeA SLD USER CODES Mg C1 Ground Water: 59300 HCO3 NO3, HC. & Toxics: 59600 UIC: 59500/ CO3 S04 FACILITY VISITED Name of Facility: 20 Brine Facilities of Climax Chemical TDS Location: Carlsbad/Hobbs in Southeast NM Discharge Plan Number: DP- See Below Type of Operation: Brine Production / Chemical Manufacturin Location: NO3+ NO2 NH3 kjeld N ENVIRONMENTAL IMPROVEMENT DIVISION FIELD VISIT As Ba Lambert EID Inspector(s): Cd Date of Inspection or Visit: 12/5-8/88 CN Discharger's Representative Présent During EID Visit: Cr Name: F Title or Position: PЬ Purpose of Visit: Hg Evaluation of Proposed Discharge Plan Compliance Inspection of Discharge with Approved Plan Se Other (specify) Ag Inspection Activities During Field Visit: U V a. Inspection of Facilities or Construction (specify) Ra 226 Ra 228 b. Sampling of Effluents (give sampling locations) Cu Fe Mn Phenols c. Sampling of Ground Water (give names or locations of wells) Sampled M.W. at Marathon Zn ТЦ Al Β. d. Evaluation of geology, soils, water levels or other physical Съ characteristics of the location (specify) Mo Ni '//// pН Conduct. e, Other (specify) Observations and Information Obtained during the Visit: The 20 Brine Facilities & Climan are listed below by DP#. See Individual Filo - specifics ACTION REOUIRED 370 354 323 371 318 324 355 319 325 360 294 320 36 F 321 351 401 369 322

BRINE STATION INSPECTION FORM 1413 EID INSPECTOR DATE Eunic LOCATION FACILITY PRAther FACILITY REP ON SITE Steve COUNTY VAlved for Reversal to control salt buildup WELL OPERATION SOURCE OF FRESH WATER TRACE INTECTION THROUGH TUBING ookgood urface les WELL HEAD PRESSURE PSIG PUMP PRESSURE PSIG LEAKS AROUND WELL OR PUMP None Looks good small STORAGE AREA FOR PONDS: GENERAL LINER APPEARANCE AMOUNT OF FREEBOARD ANY SIGN OF OVERFLOW OR LEAKS LEAK DETECTION SYSTEM FLUIDS DRY rine South & fresh North 4 tanks FOR TANKS: GENERAL APPEARANCE N Good SI LABLED PLAINLY YES \checkmark NO. **YES** BERMED TO PREVENT RUNOFF NO CHECK CONTENTS TO ASSURE PROPER FLUID/LABLE MATCH NUMBER OF TANKS FOR BRINE 3 FRESH WATER LOADING AREA PROPERLY GRADED AND BERMED TO CONTAIN SPILLAGE YES NO ANY EVIDENCE OF RECENT SPILLAGE YES NO DOES FACILITY HAVE A SPILL COLLECTION SYSTEM YES NO ANY EVIDENCE OF OIL SPILLING/DUMPING YES general area in good shape Allec Needs to be cleavedout MONITORING WELLS STATIC WATER LEVEL FT BELOW CASING DEPTH FT SAMPLED THIS VISIT YES NO TEMP EC Looks Good No problems COMMENTS CLEAN Operation Lo Not have much business

P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231

394-2545

 $\begin{array}{c} \mathbf{R} & \mathbf{E} & \mathbf{C} & \mathbf{E} & \mathbf{V} & \mathbf{E} \\ \mathbf{O} & \mathbf{O} \\ \mathbf{C} \\ \mathbf{T} & \mathbf{1} & \mathbf{2} & \mathbf{1988} \\ \end{array}$ $\begin{array}{c} \mathbf{G} \\ \mathbf{G} \\ \mathbf{G} \\ \mathbf{G} \\ \mathbf{C} \\ \mathbf{U} \\ \mathbf{U}$

150

10/7/88 DATE

REPORT FOR QUARTER ENDING 9/30/88

BARRELS OF FRESH WATER INJECTED <u>41, 923</u> BARRELS OF BRINE WATER SOLD <u>41, 923</u>

I, Paul Prather, certify under penalty of law that the above statement is true and correct to the best of my knowledge.

rather

Paul Prather Partner

To: Environmental Improvement Division Ground Water Section P. O. Box 968 Santa Fe, New Mexico 87504-0968

Attention: John Parker

P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231

ECEI

SEP 2 6 1988

394-2545

September 22, 1988

Environmental Improvement Division Ground Water Section P. O. Box 968 Santa Fe, New Mexico 87504-0968

Attention: Mr. John Parker

Dear Mr. Parker:

Attached please find the "Financial Test for Self Insurance" which you requested in your letter of September 1, 1988.

You asked in item #1 that we obtain a plugging bond in the amount of \$5,810.20 instead of the \$5,000.00 bond which we have. We have been in contact with our insurance carrier, Daniels Insurance of Hobbs and they have advised that they are unable to obtain a plugging bond for more than \$5,000.00 which is the maximum allowed.

We want very much to comply with your requests and should you have another avenue that we might pursue, please advise.

Yours very truly,

P & S BRINE SALES

Paul D. Prather

PDP:js Enc/1

Financial Test for Self Insurance

I, Paul Prather, part owner of P. & S. Brine Sales, hereby submit this letter in support of the use of the financial test of self insurance to demonstrate financial responsibility in the amount of at least \$35,000.00 for undertaking a hydrogeologic investigation for ground water contamination, caused by sudden and/or nonsudden accidental releases, arising from operating the P. & S. Brine Station located in Section 34, Township 21 South, Range 37 East, Lea County, New Mexico.

I, Paul Prather, and Bessie Prather have not received an adverse opinion or a disclaimer of opinion from an independent auditor on our financial statements for the latest completed fiscal year.

[Fill in the following information. Tangible net worth is to be derived from the year-end financial statements of Paul D. and Bessie Prather for the latest completed fiscal year.]

- 1. Amount of action(s) (hydrogeological investigations) to be covered by the financial test . . . \$35,000.00
- 2.
- 3. VES Is line 2 at least 12 times line 3? (yes or no)

SIGNATURES 1 1.0 Paul Prather

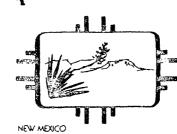
22-88 Date

MEMORALDUM OF MEETING OR CONVERSATION Time Date 8:45 **A**-Telephone Personal Originating Party Other Parties ahn L) Subject PŚ Leak from tossib 0 TINO tac Discussion Haat he IAAA had Prola ol ano tank. est wo 121 imining an a < ùΛς redain this monning US Conclusions or Agreements auto KACAAA lod RAN d Ceill Shora PS Distribution 160 Lile

MEMORANDUM OF MEETING CR VERSATION

Telephone Personal	Time 8;5/Am	Cate 9/26/88
Originating Par	ty	Other Parties
Kerni Zam	bent k	self. Ruffner
· · · · ·		Generation
Subject $P_{4.5}$	B Brine Sa	les .
	verflow - to	flowing to
	ollection tank	3 and beyond
Discussion		
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Conclusions or Agreements	e back offer	sopal
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was spilled -	he said the	y would go bo
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Distribution	Signe	HL HID.
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MEMORALDUPA OF MERITING OR CONVERSATION Date J'00 M 88 Z Telephone - Personal Other Par Originating Party 200 her's Secretary Subject REARPHIC Discussion Lasked if they had received my Her. She said yes, but before Sept. letter. a response, S waiton was Frepared M up front tha difficulty would mobably be considerable purpose $\overline{\mathcal{S}}$ David -01 Conclusions or Agreements Joyce asked heard from the sher usuranco ins. Me direct Distribution



Post Office Box 968 Santa Fe, New Mexico 87504-0968

ENVIRONMENTAL IMPROVEMENT DIVISION

Michael J. Burkhart Director GARREY CARRUTHERS Governor

> LARRY GORDON Secretary

> CARLA L. MUTH Deputy Secretary

HEALTH AND ENVIRONMENT

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

September 1, 1988

Paul D. Prather P. & S. Brine Sales P.O. Drawer 1769 Eunice, NM 88231

Dear Mr. Prather:

The New Mexico Environmental Improvement Division Ground Water Section is in receipt of your response to my July 26, 1988 letter to you. The following two items must be addressed prior to renewal of DP-319.

- 1. The plugging and abandonment plan submitted appears to comply with all the applicable regulatory requirements. However, based on my analysis, the well, having a 7" casing 1489 feet deep, will require approximately 300 sacks of cement, an additional 50 sacks to the 250 sacks of cement you listed in your plan. This would require an additional \$400.00 based on the February 25, 1988 proposal by Halliburton submitted by P.&S. This brings the total amount of the costs for plugging and abandonment to: \$5,810.20. You should use the forms I provided you in my July 26, 1988 correspondence to obtain financial assurance(s) to cover this amount.
- 2. Evaluation of the financial statements provided reveals that you have sufficient funds available to allow for self insurance. If you will complete and return the enclosed "Letter From Chief Financial Officer", the requirements for financial assurance for financial assurance for a hydrogeological investigation will have been met.

Thank you for your continued cooperation. Should you have any questions you may call me at (505) 827-0027.

Sincerely.

John W. Parker Water Resource Specialist Ground Water Section

JWP:dg attachments

Financial Test for Self Insurance

I, Paul Prather, part owner of P. & S. Brine Sales, hereby submit this letter in support of the use of the financial test of self insurance to demonstrate financial responsibility in the amount of at least \$35,000.00 for undertaking a hydrogeologic investigation for ground water contamination, caused by sudden and/or nonsudden accidental releases, arising from operating the P. & S. Brine Station located in Section 34, Township 21 South, Range 37 East, Lea County, New Mexico.

I, Paul Prather, and Bessie Prather have not received an adverse opinion or a disclaimer of opinion from an independent auditor on our financial statements for the latest completed fiscal year.

[Fill in the following information. Tangible net worth is to be derived from the year-end financial statements of Paul D. and Bessie Prather for the latest completed fiscal year.]

- 1. Amount of action(s) (hydrogeological investigations) to be covered by the financial test . . . \$35,000.00
- 2. Tangible net worth.....
- 3. Is line 2 at least 12 times line 3? _____ (yes or no)

SIGNATURES;

Paul Prather

Date

Bessie Prather

Date

P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231 505-394-2545

August 17, 1988

Environmental Improvement Division Ground Water Section P. O. Box 968 Santa Fe, New Mexico 87504-0968

RECEIVE AUG 1 8 1933 GROUND WATER BUREAU

Attention: Mr. John Parker

Dear Mr. Parker:

Attached please find the items which you requested in your letter of July 26, 1988.

Please note that on Item #3 I have attached my personal financial statement as assurance to the EID that I am financially able to cover the cost of a hydrogeological investigation.

Should you need further information, please advise.

Yours very truly, P & S BRINE SALES les 10 2

Paul D. Prather

PDP:js Enc/3

P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231 505-394-2545

Item #1:

APPROVAL PLAN TO PLUG P & S BRINE SALES IF AND WHEN NEEDED:

- 1. Rig up unit.
- 2. Set well head off.
- 3. Pull 2 7/8" tubing out of hole and lay down.
- 4. Run cast iron bridge plug to bottom of casing.
- 5. Halliburton pump 250 sacks class "C" cement from bottom plug to top of surface.
- 6. Rig down unit.
- 7. Weld cap on 7" casing and put up dry hole marker, cut off dead men.
- 8. Remove tanks, pump and restore land to original.

COST:

1.	Pulling unit	8 Hrs. @ \$88.6	5 P/Hr.	\$ 709.20	
2.	Magnesium bridge plug			1,321.00	
3.	Pump truck w/250 sacks	cement		3,050.00	
4.	Welder & materials @ \$	28.50 P/Hr. + ma	terials	230.00	
5.	Move tank (No cost, wi	11 use own equip	ment)	· -0-	
				\$5,310.20 Total	L Cost

My HP- program shows that 300 + Sacks cement would be hecesseng to plug this well. add 400, to ght 8/23/88

PAUL D. PRATHER JULY 26, 1988 Page 3.

I certify under penalty of law that I have personally examined and am familiar with the information submitted to EID by P&S Brine sales in documents dated April 13, 1987 and February 23, 1988, and all attachements thereto, and that, based on my inquiring of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

AW

Signature

<u>n/88</u> J. Datr

JP:mc

PAUL D. AND BESSIE PRATHER EUNICE, NEW MEXICO FINANCIAL STATEMENTS FEBRUARY 1, 1988

Paul D. and Bessie Prather Eunice, New Mexico Statement of Financial Condition February 1, 1988 [Not Verified by Audit]

Assets:	
Cash in Bank	8,000.00
Certificates of Deposit	220,000.00
Individual Retirement Accounts-Horace Mann	50,000.00
Cash Value of Life Insurance	30,000.00
Investments:	
Commercial Rent Property, Eunice, NM	187,500.00
Chaparral Salt Water Disposal	225,000.00
Stock-Chaparral Service, Inc.	800,000.00
P & S Brine Sales-Partnership	100,000.00
Yarbrough Oil Company #1	40,000.00
Minerals-Enron	20,000.00
Residence and Furnishings, Eunice, NM	90,000.00
Residence and Furnishings, Ruidoso, NM	225,000.00
Trailer House, Eunice, NM	16,000.00
Farm and Livestock, Hobbs, NM	90,000.00
Jewelry and Guns	32,000.00
1951 Ford Pickup	2,500.00
1983 Jeep Waggoner	7,000.00
Total Assets	2,143,000.00
Libilities:	
Notes and Mortgages Payable	392,371.21
Net Worth	1,750,628.79
Total Liabilities and Net Worth	2,143,000.00

The notes to the Statement of Financial Condition are an integral part of this statement.

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Paul D. and Bessie Prather Eunice, New Mexico Schedule of Notes Payable February 1, 1988 [Not Verified by Audit]

First Interstate Bank - Loan on Commercial Land and Building Monthly payments of \$2,369.10 includes interest	53,358.45
First Interstate Mortgage Co Loan on residence, Eunice-monthly	55,5561,5
payments of \$500.00 includes interest	25,000.00
First Interstate Bank - Loan on Trailer House, Eunice-monthly	
payments of \$300.00 includes interest	21,000.00
First Suburban Mortage Co Loan on Ruidoso residence-monthly	
payments of \$1,328.00 includes interest	140,000.00
Chaparral Service, Inc Demand Loan, No collateral	153,012.76
Total Notes	<u>392,371.21</u>

1

The above note balances were provided by Paul D. Prather.

The notes to the Statement of Financial Condition are an integral part of this Statement.



Post Office Box 968 Santa Fe, New Mexico 87504-0968

Certified Mail - Return Receipt Requested

GARREY CARRUTHERS Governor

> LARRY GORDON Secretary

CARLA L. MUTH Deputy Secretary

HEALTH AND ENVIRONMENT DEPARTMENT

July 26, 1988

Paul D. Prather P.O. Box 1769 Eunice, NM 88231

Dear Mr. Prather:

The New Mexico Environmental Improvement Division (EID) has completed review of your submittal, received on March 7, 1988, toward renewal of DP-319. The following comments and additional information requests need to be addressed before further action can be taken on your application for discharge plan renewal.

- 1. Your response to Item #9 of EID's November 25, 1987 letter is not consistant with the attached bid by Halliburton for plugging and abandonment. You stated that P & S will set a plug at the "bottom of the casing and fill the casing from top to bottom with cement." The estimate provided by Halliburton involves setting of 100 foot cement plugs at 1200' and at the surface, with the intervening casing filled with circulated mud. EID has reviewed information on the Eunice area which indicates the presence of water-bearing sands at 230'-240' below the surface. Hence any plugging and abandonment plan submitted by P&S should at least incorporate a 100 foot cement plug at the surface, and a 100 foot plug straddling the aquifer, in addition to a 100 foot plug at the top of the salt formation. (Your proposal to fill the casing from top to bottom would also be acceptable.) The itemized costs for plugging and abandonment should include the costs of a cast-iron bridge plug (Approximately \$1,500) for each cement plug planned; and the cost for having an oil field service unit on site to pull the tubing. The plan should also include setting of a surface P&A marker with the associated costs.
- Please sign the attached document which sites all submittals to date in support of DP-319 renewal, and the required certification from Section 5-101.H.1. and 2. of the New Mexico Water Quality Control Commission (WQCC) Regulations.
- 3. EID is requiring all brine facilities, as they come up for renewal, to have in place financial assurance to cover the costs of a hydrogeological investigation. This requirement, pursuant to Section 5-210.B.17. of the WQCC Regulations, is being imposed to cover the costs of a hydrogeological investigation should an operator abandon a brine facility when there has been a history of non-compliance or other evidence indicating the possibility of ground water contamination. EID has developed a detailed cost estimate for such an investigation which totals \$35,000.00. Please use one of the attached forms to aquire financial assurance for this purpose. The attached forms are as follows:

PAUL D. PRATHER JULY 26, 1988 Page 2.

- 1. Financial Guarantee Bond (note: a trust agreement must also be submitted if this bond is used);
- 2. Performance Bond (note: a trust agreement must also be submitted if this bond is used);
- 3. Trust Agreement; or
- 4. Irrevocable Standby Letter of Credit (note: there are additional requirements if this form is used);

Thank you in advance for your cooperation. Should you have any questions you may reach me at 827-0027.

Sincerely, DO

John Parker Water Resource Specialist Ground Water Section

JP:mc

Enclosure

cc: Roelf Ruffner, Hobbs EID Tom Burt, Carlsbad EID PAUL D. PRATHER JULY 26, 1988 Page 3.

ì

I certify under penalty of law that I have personally examined and am familiar with the information submitted to EID by P&S Brine sales in documents dated April 13, 1987 and February 23, 1988, and all attachements thereto, and that, based on my inquiring of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

Signature

Date

×

JP:mc

RECEIVE D

P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231

394-2545

GROUND WATER BUREAU

7/13/88 DATE

REPORT FOR QUARTER ENDING 10/30/88

BARRELS OF FRESH WATER INJECTED 42,410 barrels of brine water sold 42,470

I, Paul Prather, certify under penalty of law that the above statement is true and correct to the best of my knowledge.

Prather

Paul Prather Partner

To: Environmental Improvement Division Ground Water Section P. O. Box 968 Santa Fe, New Mexico 87504-0968

Attention: John Parker

CROUND WAY TO TROOUS WASTE

BUREAU

394-2545

P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231

4/5/88 DATE

REPORT FOR QUARTER ENDING 3/31/88

BARRELS OF FRESH WATER INJECTED83,210BARRELS OF BRINE WATER SOLD83,210

I, Paul Prather, certify under penalty of law that the above statement is true and correct to the best of my knowledge.

Prather

Paul Prather Partner

To: Environmental Improvement Division Ground Water Section P. O. Box 968 Santa Fe, New Mexico 87504-0968

Attention: John Parker

P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231

394-2545

Cacyng

BALARDOUS

February 23, 1988

Environmental Improvement Division Ground Water Section P. O. Box 968 Santa Fe, New Mexico 87504-0968

Gentlemen:

3

Attached please find the items which you requested in your letter of November 25, 1987.

If we can be of further assistance, please advise.

Yours very truly,

S BRINE SALE ΡŴ ACR

Paul D. Prather Partner

PDP:js Enc. Item #1:

P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231

394-2545

DISCHARGE PLAN:

This brine well operates by pumping fresh water down the casing and back out the tubing. This way no salt is ever in the casing and therefore cannot get back into the fresh water formations.

This well was drilled by Baber Drilling Company with a rotary rig.

P & S Brine Sales purchases its fresh water from the City of Eunice and stores same in a 1,000 barrel tank on location.

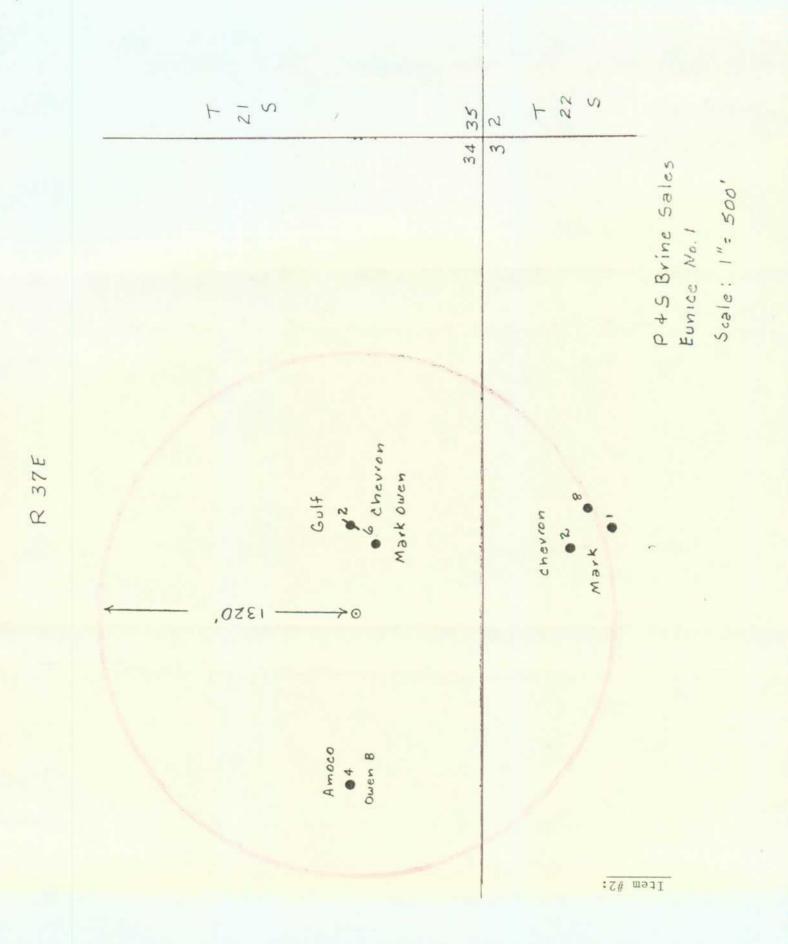
When fresh water is pumped down the casing into the salt section, it washes out the brine water and pumps it to the surface. Once on the surface this brine water is stored in three (3) 1,000 barrel tanks.

In order to keep any brine water from going back into the ground, we have a small working pit and have our own vacuum truck to pick up this water and put it back into the storage tanks.

I, Paul Prather, certify under penalty of law that the above statement is true and correct to the best of my knowledge.

Paul Prather Partner

December 2, 1987



COMPLETION AND OR PLUGGING DATA All Wells within 1320' of P & S Brine Sales - Eunice No. 1 630' FSL & 2427' FEL Sec. 34, T21S, R37E

al Completion

620

4123140

? completed recordo Show proposi

OK

Amoco Production Company - Owen B No. 4 660' FSL & 1980' FWL of Sec. 34, T21S, R37E Spud 3/9/40; Complete 4/21/40; Orig. TD 3755 15 1/2" csg @ 122' w/200 sx cmt /005x? - Owy 7" csg @ 3568' w/250 sx cmt 1/6/47 Deepen to 6599, dual Blinebry & Drinkard 5" csg @ 6599 w/160 sx cmt Dinkard perfs 6520-6564; Blinebry perfs 5538-6003 Current Allowable: Blinebry 29 BOPD Drinkard Shut In

Gulf Oil Corporation - Mark Owen No. 2 660' FSL & 1980' FWL of Sec. 34, T21S, R37E Spud 5/5/40; Complete 6/1/40; TD 3740 9 5/8" csg @ 251' w/200 sx cmt 6" csg @ 3575 w/300 sx cmt Complete open hole 3575 - 3740 6/25/55 Squeeze leak in 6" csg @ 530' w/300 sx cmt P & A 10/1/76. Set CIBP @ 3500 & cap w/79' cmt. Found holes in 6" csg @ 630' & 844'; set cmt ret @ 715' & pump 90 sx cmt thru hole @ 844' & curc out @ 620[#]. Dump 215' cmt on ret, spot 60' cmt plug @ surface.

Chavron USA, Inc. - Mark Owen No. 6 554" FSL & 2086' FEL of Sec. 34, T21S, R37E Spud 9/24/47; Complete 11/20/47, TD 6552 ✓ 13 3/8" csg @ 309' w/300 sx cmt 🗸 9 5/8" csg @ 2900 w/1300 sx cmt .~ 7" csg @ 6475 w/700 sx cmt Orig. completion Drinkard, open hole 6475-6552 4/20/54 Dual Drinkard with Blinebry perfs 5620-5700 10/19/73 Abandon Drinkard & Blinebry. Set CIBP @ 6400 & cap w/3 sx cmt, set CIBP @ 5450 & cap with 3 sx cmt Perf Paddock 5148-5161 51418 - 5153 5161-5166 3/11/75 Squeeze Paddock perfs w/170 sx cmt & squeeze 🏹 Blinebry perfs w/200 sx cmt. Clean out to 6489, perf 4/5/83 Set ret BP @ 5250 & cap w/10' sand. Set cmt ret @ 5437 & resqueeze Blinebry perfs w/75 sx cmt. Perf 2780 & squeeze w/210 sx; perf 1230 & squeeze w/1900 sx. Pull ret BP, now Drinkard gas well.

Chevron USA, Inc - Mark No. 2 454' FNL & 2086' FEL of Sec. 3, T22S, R37E Spud 10/19/46; Complete 12/11/46; TD 6554 13 3/8" csg @ 294' w/300 sx cmt 9 5/8" csg @ 2906' w/1300 sx cmt 7" csg @ 6483' w/700 sx cmt Orig. completion Drinkard, open hole 6483-6554 8/6/74 Set CIBP @ 6475 & cap w/6' cmt to abandon open hole Perf Drinkard 6309-6434. Now Drinkard gas well.

Chevron USA, Inc. - Mark No. 8 554' FNL & 1874' FEL of Sec. 3, T22S, R37E Spud 3/31/49; Complete 4/30/49; TD 5255 13 3/8" csg @ 304 w/300 sx cmt 9 5/3" csg @ 2900' w/1300 sx cmt 7" csg @ 5290 w/500 sx cmt Orig. completion Paddock, perfs 5115-5195 6/19/79 Squeeze Paddock pefs w/150 sx cmt Deepen to 7639, set 7" liner 4992-7637 w/450 sx cmt Perf Wantz Grainte Wash 7284-7568 11/2/83 Set CIBP @ 7278 & cap w/35 sx cmt Perf Wantz Abo 6576-7233. Current allowable 2 BOPD

Item:#3

P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231

394-2545

Item #4:

We wish to restate the second paragraph of our letter dated April 14, 1987 to read as follows:

"I am attaching the chart where we ran a pressure test on our brine well on April 13, 1987."

Method used for pressure test: Close casing and tubing, put pressure recorder on casing and tested for two (2) hours.

P & S Brine Sales hereby commits to performing a cement bond log some time during the five (5) year renewal period.

Item #5:

P & S Brine Sales will notify the EID prior to commencement of drilling, cementing, casing, well loggings, mechanical integrity tests and any other well workover.

Item #6:

) rid 1 Culous) rid 1 Culous) . mmostarial Fracturing pressure for salt at the injection intervals at approximately 2400' with down hole pressure resulting from maximum operating pressure is approximately 180 pounds. Injecting fresh water down the casing with brine water returning out of tubing with average pressure of 180 pounds. Injection volume is approximately 3 barrels per minute.

Item #7:

P & S Brine Sales will submit to the EID a report at the end of each quarter listing the volume of fresh water injected and the volume of brine water sold. This report will begin at the end of the first quarter of 1988. All reports will meet the signatory requirements.

Item #8:

P & S Brine Sales will notify the EID within 48 hours of any spillage, leakage or contamination.

P & S BRINE SALES P. O. Drawer 1769 Eunice, New Mexico 88231

394-2545

<u>Item #9</u>:

P & S Brine Sales will set the plug at the bottom of the casing and fill the casing from top to bottom with cement.

See attached cost estimate from Halliburton Services.

A copy of the plugging bond is attached.

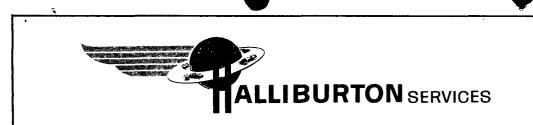
Item #10 & #11:

Reference: Previous application and Ground Report #6, "Geology & Ground Water Conditions in Southern Lea County New Mexico", Published 1961 by Bureau of Mines & Mineral Resources, New Mexico Institute of Mining Technology, Campus Station, Socorro, New Mexico

Item #12:

In the event of a mishap, P & S Brine Sales agrees to do the following:

- 1. Inform the EID
- 2. Pick up all leakage
- 3. Haul contaminated dirt to approved disposal site
- 4. Restore area to original condition
- 5. Should well fail, it will be plugged and abandoned to State & EID specifications



FRACTURING CEMENTING CHEMICAL SERVICE

PROPOSAL

February 25, 1988

- FOR: Mr. Dink Prather CHAPARRAL SERVICES P. O. Box 1069 Eunice, New Mexico 88231
- Re: P & S Brine Well Lea County, New Mexico

The purpose of this analysis is to determine the equipment and materials necessary to plug to abandon the above referenced well.

RECOMMENDATION:

Set one 100 feet plug at 1200 feet, circulate hole with Mud Laden Fluid. Set 2nd. 100 foot plug at surface.

COST ESTIMATE:

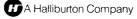
Pump chg.	\$ 753.00
Mileage (30 miles)	87.00
Cement delivered to	
location (50 sks. P+)	400.85
40,	
TOTAL $7'$	\$1,240.85

The unit prices in this proposal are estimates only based on current published prices and do not incldue applicable taxes.

We are pleased to have this opportunity to present this proposal for your consideration. If you accept our proposal, all materials and equipment furnished and services performed will be under our General Terms and Conditions and pursuant to our applicable Work Order Contract (whether or not executed by you). Copies of our General Terms and Conditions and applicable Work Order Contract will be furnished on request.

Prepared by Harold Foster Asst. Dist. Mgr. Hobbs, N.M.

HDF/bjs cc: Craig Floyd E. Furr



STATE OF NEW MEXICO

ONE WELL PLUGGING BOND

FOR CHAVES, EDDY, LEA, MCKINLEY, RIO ARRIBA, ROOSEVELT, SANDOVAL, AND SAN JUAN COUNTIES ONLY

> BOND NO. 4420776 (For Use of Surety Company)

AMOUNT OF BOND \$5,000.00

COUNTY ____Lea

NOTE: For wells less than 5,000 feet deep, the minimum bond is \$5,000.00* For wells 5,000 feet to 10,000 feet deep, the minimum bond is \$7,500.00* For wells more than 10,000 feet deep, the minimum bond is \$10,000.00

•Under certain conditions, a well being drilled under a \$5,000.00 or \$7,500.00 hond may be permitted to be drilled as much as 500 feet deeper than the normal maximum depth, i.e., a well being drilled under a \$5,000.00 bond may be permitted to go to 5,699 feet, and a well being drilled under a \$7,500.00 bond may be permitted to go to 10,500 feet.

File with Oil Conservation Commission, P. O. Box 2088, Santa Fe 87501

KNOW ALL MEN BY THESE PRESENTS:

The conditions of this obligation are such that:

WHEREAS, The above principal has heretofore or may hereafter enter into oil and gas leases, or carbon dioxide (CO_2) gas leases, or helium gas leases with the State of New Mexico; and

WHEREAS, The above principal has heretofore or may hereafter enter into oil and gas leases, or carbon dioxide (CO_2) gas leases, or helium gas leases on lands patented by the United States of America to private individuals, and on lands otherwise owned by private individuals; and

WHEREAS. The above principal, individually, or in association with one or more other parties, has commenced or may commence the drilling of one well not to exceed a depth of 2,000 feet, to prospect for and produce oil or gas, or carbon dioxide (CO₂) gas or belium gas, or does own or may acquire, own or operate such well, or such well started by others on land embraced in said State oil and gas leases, or carbon dioxide (CO₂) leases; or belium gas leases, and on land patented by the United States of America to private individuals, and on land otherwise owned by private individuals, the identification and location of said well being <u>630 feet from the South Line and 2,427</u> feet there state exact legal subdivision by 40 acre tract or bot

rom the East Line Section 34 _____ Township 31 ______ (XXXXXX (South), Range 38 ____(East) (XXXXX N.M.P.M. ______

NOW, THEREFORE, if the above bounden principal and surety or either of them or their successors or assigns, or any of them, shall plug said well when dry or when abandoned in accordance with the rules, regulations, and orders of the On Conservation Commission of New Mexico in such way as to contine the oil, gas, and water in the strata in which they are found, and to prevent them from escaping into other strata;

THEN, THEREFORE, This obligation shall be null and void; otherwise and in default of complete compliance with any and all of said obligations, the same shall remain in full force and effect.



The Hartford Insurance Group

Hartford, Connecticut 06115

ENDORSEMENT

	· · · · ·	
Attached to and forming part of Bond No	4420776	, effective
June 12, 1980	, on behalf of P&S Brine	Sales
······	, of Eunice, New Mexi	co 8823 <u>1</u>
	, in favor of	
Oil Conservation Commission, State	of New Mexico	
and in the amount of * * Five Thousand a	and no/100**********	
	(\$5,000.00*	******** 0011485

It is understood and agreed that effectiveJune 12, 1980
the Location of the well of the above One well plugging bon
shall be changed from ". 630 Feet from the South Line and 2,427 feet from the East Line of Section 34, Township 31, South, Range 38, East, N.M.P.M., Lea County, New Mexico
Section 34, Township 31, South, Range 38, East, N.M.P.M., Lea County, New Mexico
to "630 feet from the South Line and 2,427 feet from the East line of Section 34,
Township 21, South, Range 37, East, N.M., P. M., Lea County, New MexicoAll other conditions
and terms to remain as originally written.

HARTFORD ACCIDENT & INDEMNITY COMPANY By Pat Cargile, Attorney-in-Fact

ATTEST:

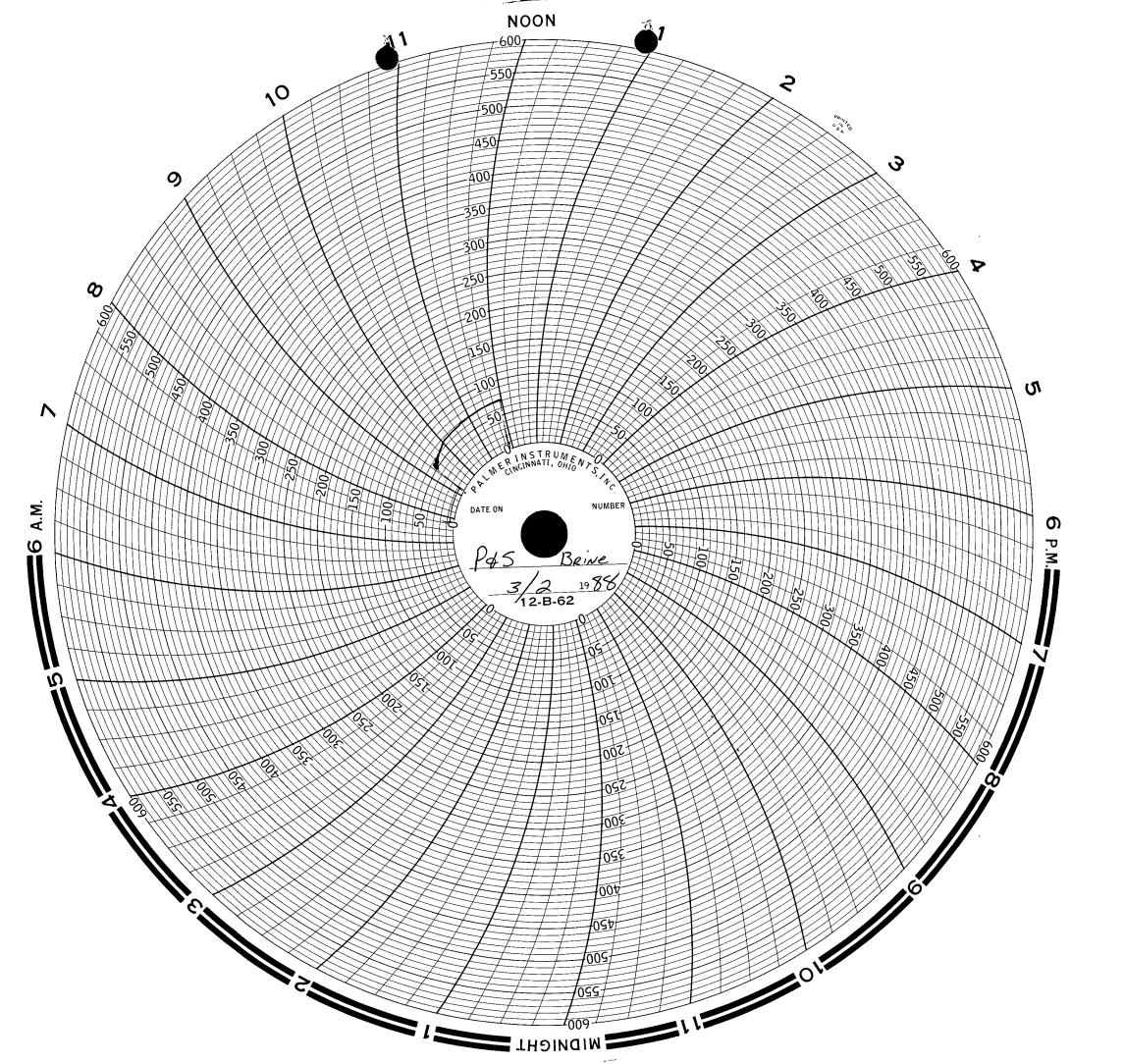
The above endorsement is hereby agreed to and accepted:

By:....

LĮ

fS

No. of Samples, Ion Na FIELD TRIP REPO K GROUND WATER SECTION Ca Mg County hea: SLD USER CODES C1 Ground Water: 59300 HCO3 NO₁, HC, & Toxics: 59600 C03 **UIC:** 59500 SO4 FACILITY VISITED TDS Name of Facility: PES Brine '//////// Location: Sunice NO3+ NO2 NH3 Discharge Plan Number: DP-39 Type of Operation: Brine Station kjeld N <u>[]]]]]X]]]]]</u> ENVIRONMENTAL IMPROVEMENT DIVISION FIELD VISIT As EID Inspector(s): Parker / Lambert Ba Cd Date of Inspection or Visit: Discharger's Representative Present During EID Visit: CN Cr Name: Steve Prather Title or Position: Owners Son F Рb Purpose of Visit: Hg a. Evaluation of Proposed Discharge Plan b. Compliance Inspection of Discharge with Approved Plan Se (Other (specify) MITT Pressure Test Ag Inspection Activities During Field Visit: U Y Inspection of Facilities or Construction (specify) a. Ra 226 Ra 228 *k|||||*|||| b. Sampling of Effluents (give sampling locations) Cu Fe M Phenols c.' Sampling of Ground Water (give names or locations of wells) Zn <u>[[[[[[[[[[[]]]]]]]]]]]]</u> Al Β. d. Evaluation of geology, soils, water levels or other physical Съ characteristics of the location (specify) Mo Ni [[[]]]] pН (e). Other (specify) Conduct 2-hour prosence Conduct. , test. Observations and Information Obtained during the Visit: well held pressure. ACTION REOUIRED





Post Office Box 968 Santa Fe, New Mexico 87504-0968

ENVIRONMENTAL IMPROVEMENT DIVISION

Michael J. Burkhart Director GARREY CARRUTHERS Governor

> LARRY GORDON Secretary

CARLA L. MUTH Deputy Secretary

December 31, 1987

DEPARTMENT

Paul D. Prather P & S Brine Sales P.O. Box 1769 Eunice, NM 88231

Dear Mr. Prather:

The Underground Injection Control staff of the New Mexico Environmental Improvement Division Ground Water Section would like to thank you for your cooperation during our recent inspection of P & S Brine Sales brine facility. A copy of the inspection form is attached for your reference. No violations were noted during the inspection.

Thank you for your continued cooperation. Should you have any questions feel free to contact me (827-2902) or John Parker (827-0027).

Sincerely,

Revin Lambert Aydrologist Ground Water Section

KL:JP:egr

Enclosure

BRINE STATION INSPECTION FORM

1

DATE 12/2 1987 EID INSPECTOR Landert Parker FACILITY P75 Bring Sales LOCATION EUNICE FACILITY REP ON SITE Durk Pratter COUNTYEA
WELL OPERATION / well system WELL IS INJECTING: V THROUGH ANNULUS THROUGH TUBING
SOURCE OF FRESH WATER <u>Eunice Water</u> TRACE INJECTION/PRODUCTION LINES <u>Runied lines</u>
WELL HEAD PRESSURE ~ 180 PSIG PUMP PRESSURE PSIG LEAKS AROUND WELL OR PUMP None
STORAGE AREA
FOR PONDS: GENERAL LINER APPEARANCE
AMOUNT OF FREEBOARD ANY SIGN OF OVERFLOW OR LEAKS LEAK DETECTION SYSTEM FLUIDS DRY
FOR TANKS: GENERAL APPEARANCE <u>Looks Good</u> LABLED PLAINLY <u>YES</u> NO N fresh 5 Bund BERMED TO PREVENT RUNOFF <u>YES</u> NO CHECK CONTENTS TO ASSURE PROPER FLUID/LABLE MATCH
NUMBER OF TANKS FOR BRINE 3 FRESH WATER / 1,000 god bbl 1,000 god bbl
LOADING AREA
PROPERLY GRADED AND BERMED TO CONTAIN SPILLAGEYES NO ANY EVIDENCE OF RECENT SPILLAGEYES NO DOES FACILITY HAVE A SPILL COLLECTION SYSTEMYES NO ANY EVIDENCE OF OIL SPILLING/DUMPING YES NO
MONITORING WELLS
DEPTHFT STATIC WATER LEVELFT BELOW CASING SAMPLED THIS VISITYES NO TEMPEC
COMMENTS Strictly for Chappanal Services
XOUNA (9000



Post Office Box 968 Santa Fe, New Mexico 87504-0968

ENVIRONMENTAL IMPROVEMENT DIVISION

Michael J. Burkhart Director GARREY CARRUTHERS Governor

> LARRY GORDON Secretary

CARLA L. MUTH Deputy Secretary

HEALTH AND ENVIRONMENT

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

November 25, 1987

P & S Brine Sales Paul D. Prather, Partner P.O. Box 1769 Eunice, NM 88231

Dear Mr. Prather:

The Environmental Improvement Division's (EID) Ground Water Section has completed review of P & S Brine Sales' (P & S) April 13 and 16, 1987, submittals for renewal of your previously approved discharge plan DP-319. The focus of our review for renewal is on conformance to Part V of the Water Quality Control Commission (WQCC) regulations. Before the evaluation can be completed the following comments and informational requests need to be addressed.

Comments and questions are itemized as follows (WQCC regulatory reference in parenthesis):

- 1. The discharge plan lacks the signatory requirement certification: "I certify under penalty of law..." which must be signed by a principal executive officer, general partner or duly authorized representative (5-101.H.1. and 2.).
- 2. Please submit a detailed map showing the "area of review" that identifies the location of all known wells and fractures which may penetrate the injection zone (5-202.A.). The area of review must be at least a quarter mile radius around the injection well and the map must include appropriate scales (5-202.B.2.; 5-210.B.2.). We suggest you contact the local Oil Conservation Division (OCD) office to solicit this information since oil and gas wells would be likely to penetrate the injection zone.
- 3. Please submit documentation which demonstrates that all known wells, drill holes, shafts, stopes, and other conduits within the area of review which may penetrate the injection gone are properly sealed, completed, plugged
- of √ or abandoned (5-203.A.; 5-201).B.3.). Also, P & S needs to make a commitment to take such steps (corrective action) as necessary to eliminate conduits for the migration of contaminants into ground water having 10,000 mg/l or less total dissolved solids (5-203.B.; 5-210.B.4.). The OCD may be able to provide information regarding the proper completion or plugging and abandonment of oil and gas wells which may penetrate the injection zone.

Paul D. Prather November 25, 1987 Page 2

2. . * *

4. Please clarify the statement presented in your April 14, 1987 letter, "we ran a pressure test on our <u>disposal well</u> on April 13, 1987." Also, please provide a description of and the methods used for the pressure test to support the test results submitted (5-204.D.).

Finally in order to determine existence of possible conduits for fluid movement, an integral aspect of the Part V MIT requirements, P & S must commit to performing a cement bond log at some point during the five year renewal period (5-204.B.2.; 5-205.A.4.b.).

- 5. P & S needs to make a commitment to notify this office "prior to commencement of drilling, cementing and casing, well loggings, mechanical integrity tests, and any other well workover..." (5-205.A.5.).
- 6. Please provide a comparison of fracture pressure for salt at the injection interval (approximately 2,400 feet) with the down-hole pressure resulting from the maximum operating pressure (5-206.A.l.). Also, include a description of the injection procedure for the well containing maximum and average injection pressure, injection volume, and other pertinent procedures (5-205.A.3.b.,f.; 5-210.B.8.,12.).
- 7. P & S must make a commitment to monitor injected and produced fluid volumes (5-207.C.2.) and report quarterly required monitoring (5-208.B.2.). Also, all reports submitted must meet the report signatory requirements (5-208.C.1.; 5-210.B.16.).
- 8. P & S needs to make a commitment to notify EID within 48 hours of a leak, spill, or other unanticipated discharge on the surface or underground at your facility (5-208.B.1.).
- 9. Please explain the method of plug placement and submit cement specifications for final plugging and abandonment of your brine extraction well (5-209.D.). Also, describe the procedure for decommissioning the surface facilities. Please provide copies of the blanket plugging/surety bond and documentation that demonstrates the sum of the bond is adequate to properly plug and abandon the brine well (5-209.A.; 5-210.B.17.).
- 10. Please provide maps and cross-sections showing vertical and horizontal limits of all ground water having less than 10,000 mg/1 TDS (5-210.B.5.).
- 11. Please provide generalized and specific maps and cross-sections depicting both the regional and site-specific geology (5-210.B.6.,7.).
- 12. Please provide a detailed contingency plan which at a minimum addresses: surface spills of brine and loss of mechanical integrity in the injection well (5-210.B.15.).

Paul D. Prather November 25, 1987 Page 3

Please respond in writing so that our review and evaluation can be completed. Should you have any questions, please feel free to contact John Parker (827-0027) or myself (827-2902).

Sincerely,

- lef Ler

Kevin Lambert Hydrologist Ground Water Section - UIC Program

KL:egr

cc: Garrison McCaslin, EID District IV Manager, Roswell Roelf Ruffner, EID Field Office, Hobbs

P-HBH D24 972 RECEIPT FOR CERTIFIED, MAIL NO WINSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL (See Reverse) (WULL (WRAKE WORLD (NRAK) NOT FOR INTERNATIONAL MAIL (See Reverse) (WRAKE REVERSE) NOT FOR INTERNATIONAL MAIL (See Reverse) (NRAKE REVERSE) NOT FOR INTERNATIONAL MAIL (See Reverse) (NRAKE REVERSE) NOT FOR INTERNATIONAL MAIL (NRAKE REVERSE) NITHOUSE AND THE SAME SAME Stincted Delivery Fee Stincted Del	F	PS Form 3	380 0,	Jun	e 198	5	- ــر. م	• • • • •		U.S	6.G.P.(D. 153	3-506	·		
	over top of envelope to of the return address.		٩	Postage and Fees	n Receipt and Addr	Receip n and [Delivery	Delivery	entified	,	ate and ZIP.	Nã.	sentrebul Phather	EIPT FOR CERTIFIED, NO WISURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL (See Reverse)	לה הבם הפח ^ב	

and the second second

		FILE REVIEW		
•	Permit No.	<u>P-319</u>	Pass 🧶	Fail
	Well Class	TIL	Reviewer:	Lambert
	Operator	Pd 5 Brine Sales	Date:	8/4/87
	Well Name	" Well#1	State:	NM
	Well Location	T215 R37E Sec 34	Agency:	<u>EID-G</u> WB
	Lease Name	Eunice Well	Drill Date:	7/1/80 spudded

CONSTRUCTION

	size	depth	cement (sacks)	calculated	interval	
Surface csg.	7″	1200/+	700 SX			
Intermediate csg						
Long string csg.		1710				
Tubing	27/8"	1718 1700 A				
Hole size	3 3/4"	•				C
Is construct	ion adequat	te?		yes	no	approved by OCC
Packer requi	red?			yes	<u>X</u> no	0
Packer depth				•		-
Total Depth	1816	4				
HYDROLOGY	D7	•147		,		
USDW Depth (10,000) mg/1)	OgulA	114	<u>90 to</u>	120'	
Log Types?	eill Log	5				
Faults in area add	iressed?			yes	no	
Chemical analysis	, formation	n fluid inc	luded?	<u>X</u> yes	no	
Chemical analysis	injected	fluid inclu	ded?	<u> </u>	no	
Adequate confining	g layer?	Red Bed	s 800.ft	<u>X</u> yes	no	
Permitted injection	on pres <mark>sur</mark> e	2		GRAXIT	y flow	
Permitted injection	on rate		•,	·		
Does pressure and						
Type of injectant			y & Ground	_ Fresh Cita	Water In	om Funice
Several,	articles	on Geolog	y & Ground	Water; 1	· Articl	lis

Geology & ground water conditions in Southern Lea County, NM Nicholson & Clebsch GW6

GENERAL INFORMATION

Plugging bond or financial assurance included?	X yes no
Public notice included?	<u>X</u> yes no
Hearing required?	yes X no
Citizen comments addressed? Nowe received	yes no
Workover, if yes put in general comments	yesno
· · · · · · · · · · · · · · · · · · ·	

AREA OF REVIEW 2 mile radius per OCD's request

 Calculated ______ 1/4 mile _____ minimum State AOR ______

 Wells in AOR: ______ injection _____/8 production ______ abandoned

 Deficient wells: Unknown construction Unknown plugging Wells receiving CA: injection production abandoned Were all wells addressed for CA? ____yes ____no If no, comments: <u>Specific information unavailable</u> Brine well located in oilfield OCD requires all producence oil & gas wells to be prople properly constructed and properly P&A Domestic wells do not pentertetoemation AOR landowners notified? Public Notico

Has well received (pressure test) MIT? 🗙 yes 🔄 no Date of most recent MIT ____4/13/87-Has absence of fluid movement been demonstrated? 🗶 yes 🛛 no yes 🗶 no Enforcement actions included?

If yes, comments: No Domestic/Water Supply Wello penetrate (A below Red Bedo.

yes 🕆 no

yes no

Has well been a SNC? Is all information in permit? -2-

	-0				
Is permit issued properly:	?		-	× yes	no
s permit issued properly: Citizen comments and inves	stigations?	None	Required	yes	no
f yes, comments:			ч 		

**************************************		 <u>.</u> 			
PLUGGING AND ABANDONMENT	Well,	is ope	RAting	Have sur	bmitt
	P & A S	chedu	le		
Properly Plugged?				yes	no
Cement Placement	Cement	(sx)			
			from	to	
			from	to	
			from	to	
			•		
Required Placement	•			to	
Set plug (co at 1480 ft plug to su	st non)		from	to	
at 1480 ft	, cement	from	from	to	
plug to su	face		from	to	
0	•				
****	·····				
GENERAL COMMENTS					
(A)			2		
		*************************************	······································		
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-3-



UNITED STATES DEPARTMENT OF THE INTERIOR FISH AND WILDLIFE SERVICE

Ecological Services Suite D, 3530 Pan American Highway NE Albuquerque, New Mexico 87107

June 19, 1987

ErmeR ED DIREC

JUN . 1 1531

GROUND WASER/HAZARDOUS WASTE BUREAU

Mr. Michael J. Burkhart, Director New Mexico Health and Environment Department Environmental Improvement Division P. O. Box 968-Crown Building Santa Fe, New Mexico 87504-0968

Dear Mr. Burkhart:

This responds to your public notice dated May 6, 1987 in which several proposed groundwater discharge plans were described. We have reviewed all of the plans and have not identified any resource issues of concern to our agency in the following:

DP-212, Chevron, USA Inc., Bernalillo County, Albuquerque, NM. DP-229, The Town of Clayton, Union County, Clayton, NM. DP-319, P and S Brine Sales, Lea County, Eunice, NM. V DP-481, Parkview State Trout Hatchery, Rio Arriba County, NM. DP-480, Porte Dairy, Chaves County, Roswell, NM. DP-480, Porte Dairy, Chaves County, Roswell, NM. DP-71, Quivira Mining Company, McKinley County, NM. DP-477, Willie and Josephine Romero, San Miguel County, NM. DP-482, Swiss Chalet Inn, Taos County, Taos, NM. DP-476, Timberon T-15 Subdivision, Otero County, Ruidoso, NM. DP-321, Wasserhund Inc., Lea County, Lovington, NM DP-479, Window Service Restaurant, Dona Ana County, Chamberino, NM.

These comments represent the views of the Fish and Wildlife Service. If you have any questions concerning our comments, please contact Tom O'Brien at FTS 474-7877 or (505) 883-7877.

ncerely vours. Peterson John |

John C. Peterson Field Supervisor

cc:

Director, New Mexico Department of Game and Fish, Santa Fe, New Mexico Regional Administrator, Environmental Protection Agency, Dallas, Texas Regional Director, FWS, FWE, Albuquerque, New Mexico



HEALTH AND ENVIRONMENT

DEPARTMENT

Post Office Box 968 Santa Fe, New Mexico 87504-0968 GARREY CARRUTHERS

LARRY GORDON Secretary

CARLA L. MUTH Deputy Secretary

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

May 7, 1987

P and S Brine Sales Paul D. Prather, Partner P.O. Box 1769 Eunice, New Mexico. 88231

Dear Mr. Prather:

Enclosed is a copy of the public notice pertaining to your proposed discharge which was issued by this division pursuant to New Mexico Water Quality Control Commission Regulations, Section 3-108.

If you have any questions, please do not hesitate to contact me at the address listed above or at phone number (505) 827-2900.

Sincerely,

Ernest C. Rebuck Program Manager Ground Water Section

ECR/mp

Enclosure



Post Office Box 968 Santa Fe, New Mexico 87504-0968 GARREY CARRUTHERS

LARRY GORDON Secretary

CARLA L. MUTH Deputy Secretary

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

May 6, 1987

The Honorable JoAnn Martin, Mayor City of Hobbs P.O. Box 1117 Hobbs, New Mexico 88240

Dear Mayor Martin:

Enclosed is a public notice which includes notice of a proposed discharge plan(s) for one or more operations in or near your city.

If you have any questions, please do not hesitate to contact me at the address given above or at 827-2900.

Sincerely,

Ernest C. Rebuck Program Manager Ground Water Section

ECR/mp

Enclosure



Post Office Box 968 Santa Fe, New Mexico 87504-0968 GARREY CARRUTHERS Governor

LARRY GORDON

CARLA L. MUTH Deputy Secretary

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

.

May 6, 1987

Board of County Commissioners Lea County Courthouse Hobbs, New Mexico 88240

Board of County Commissioners:

Enclosed is a public notice for one or more operations located in your county.

If you have any questions, please do not hesitate to contact me at the address listed above or at phone number (505) 827-2900.

Sincerely,

Ernest C. Rebuck Program Manager Ground Water Section

ECR/mp

Enclosure

MAY 6, 1987

Fait

TO BE PUBLISHED ON OR BEFORE MAY 18, 1987

PUBLIC NOTICE NEW MEXICO ENVIRONMENTAL IMPROVEMENT DIVISION

Notice is hereby given that, pursuant to New Mexico Water Quality Control Commission Regulations, the following proposed discharge plans have been submitted for approval to the Director of the New Mexico Environmental Improvement Division, P.O. Box 968, Santa Fe, New Mexico 87504-0968; telephone (505) 827-2900.

(DP-212) CHEVRON, USA INCORPORATED, P.O. Box 1776, Albuquerque, New Mexico 87103, John D. Douglas, Superintendent, has submitted a renewal request for the Chevron bulk fuel terminal located in Section 32, T10N, R3E, Bernalillo County. Approximately 1000 gallons per month of hydrocarbon fuel contaminated water is discharged from an oil-water separator to a lined evaporation pond. The groundwater most likely to be affected is at a depth of approximately 35 feet with a total dissolved solids content of approximately 500 mg/l.

(DP-229) CLAYTON, THE TOWN OF, Bill Freeman, Acting City Manager, 1 Chestnut Street, Clayton, New Mexico 88415, proposes to renew its approved discharge plan (DP-229) for the facultative lagoon for their sewage treatment plant located in T25N, R35E, Section 1, NW¼ of SW¼ of NE¼, Union County, New Mexico. Discharge from the plant is expected to be 360,000 gallons per day. The ground water most likely to be affected is at a depth of approximately 110 feet and has a total dissolved solids content of approximately 450 mg/1.

(DP-319) P AND S BRINE SALES, Paul D. Prather, Partner, P.O. Box 1769, Eunice, New Mexico 88231, proposes to renew its approved discharge plan (DP-319) for their brine in situ extraction well and surface facility located in T21S, R37E, Section 34, SW4 of SE4, Lea County, New Mexico. Brine is manufactured by injecting water down their injection well to an underlying salt formation. The brine water solution has a total dissolved solids content of approximately 300,000 mg/l. Ground Water most likely to be affected is at a depth of approximately 45 feet and has a TDS content of about 1400 mg/l.

(DP-481) PARKVIEW STATE TROUT HATCHERY, New Mexico Department of Game and Fish, Villagra Building, Santa Fe, New Mexico 87503, proposes to discharge 3,450 gallons per day of domestic septage to a septic tank-leach field mound system. The location of the discharge site is T29N, R3E (projected), Tierra Amarilla Land Grant, Rio Arriba County, New Mexico. The site is approximately one mile southeast of the town of Parkview. The ground water most likely to be affected is at a depth of 20 ft. with a total dissolved solids concentration of 343 mg/l.

(DP-480) PORTE DAIRY, Tom Visser, Owner, Rt. 2, Box 108, Roswell, New Mexico 88201, located in Chaves County at T12S, R25E, Section 25, proposes to discharge 70,000 gallons per day of milking parlor washdown wastes from a 1200 cow dairy. The discharge will report to total retention evaporative lagoons. The discharge will have a concentration of approximately 150 mg/l of total kjeldahl nitrogen. Four ground water monitor wells will be installed to ascertain any impacts from the lagoons. The ground water most likely to be affected lies at approximately 80 feet below the surface of the ground and has a total dissolved solids concentration of 4500 mg/l. (DP-71) QUIVIRA MINING MPANY, c/o J.C. Stauter, Direct of Nuclear Licensing and Registration, P.O. Box 25861, Oklahoma City, Oklahoma 73125, proposes to modify its existing discharge plan to allow the disposal of a wash solution to be produced in the processing of an alternate mill feed material. The current discharge plan allows evaporation of uranium mill tailings solutions in 11 lined evaporation ponds in Section 4, T13N, R9W, McKinley County. The proposed modification would allow the disposal of wash water used to remove excess nitrate from a solid uranium-containing residue generated in the yellowcake purification step at the Sequoyah Fuels Corporation's UF6 Conversion Plant at Gore, Oklahoma. Two of the evaporation ponds will be dedicated to this wash solution. This wash water will be lower in all constituents than the mill solutions currently permitted with the exception of nitrate. Nitrate concentrations of the wash solution are estimated to range from 2432 mg/l to 3040 mg/l and have a total dissolved solids concentration of 15,260 to 19,075 mg/l. Ground water in Section 4 occurs at a depth of approximately 40 to 60 feet and has a total dissolved solids concentration of 2000 to 5000 mg/l.

(DP-477) ROMERO, WILLIE AND JOSEPHINE, Rt. 1 Box 146, Santa Fe, New Mexico 87501, proposes to discharge up to 2000 gallons per day of domestic septage from a small trailer court into a septic leach field. The discharge is located in San Miguel County, T16N, R12E, Section 32, NW_4 , NW_4 , SE_4 . The ground water most likely to be affected is at a depth of about 60 feet and averages about 400 mg/l total dissolved solids.

(DP-482) SWISS CHALET INN, Paul Austing, Owner, Box 8, Taos Ski Valley, Taos, New Mexico 87571, proposes to discharge 3000 gallons per day of grey-water from a resort inn to a septic tank leachfield system. Black water will be discharged to holding tanks and then periodically removed by septic tank pumper trucks. The discharge will be located in the Amizette Subdivision, Lots 4 & 5, T27N, R14E, Section 7 (projected) in Taos County. The depth to ground water is approximately 50 feet with a total dissolved solids content of approximately 100 mg/l.

(DP-476) TIMBERON T-15 SUBDIVISION, Johnny Mobley, North American Land Development, Inc., P.O. Box 98, Ruidoso, New Mexico 88345, proposes to discharge a maximum of 6000 gallons per day of domestic sewage to a septic tank-leach field system. The system consists of 3 interconnected septic tanks each receiving a maximum of 2000 gallons per day. The discharge site is located at T19S, R12E, Section 23 in Otero County. Domestic sewage from 19 presently occupied homes in the Timberon Subdivision will enter the sewage system at 3 separate discharge points. The ground water most likely to be affected is at a depth of 80 feet with a total dissolved solids concentration of 490 mg/1.

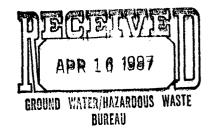
(DP-321) WASSERHUND INCORPORATED, J.E. Haseloff, President, P.O. Box 249, Lovington, New Mexico 88260, proposes to renew its approved discharge plan for their brine in situ extraction well and surface facility located in T16S, R35E, Section 31, Lea County, New Mexico. The brine water solution has a total dissolved solids content of approximately 250,000 mg/l. Ground water most likely to be affected is at a depth of approximately 120 feet and has a TDS content of about 500 mg/l.

(DP-479) WINDOW SERVICE RESTAURANT, Patricio Tellez, 10125 Highway 28, Chamberino, New Mexico 88027, proposes to discharge 2,400 gallons per day of waste water from a restaurant to a septic tank-leach field. The restaurant is in T26S, R3E, Section 18 in Dona Ana County, New Mexico. The waste water has a nitrate concentration of approximately 60 mg/l. The ground water most likely to be affected is at a depth of about 15 feet and has a total dissolved solids content of 700 mg/l.



Any interested person may obtain further information from the Ground Water Section, Ground Water/Hazardous Waste Bureau, EID, and may submit written comments to the Director of the EID at the address given above. Prior to ruling on any proposed discharge plan or its modification, the Director of EID will allow thirty (30) days after the date of publication of this Notice during which comments may be submitted to him and a public hearing may be requested by any interested person. Requests for public hearing shall set forth the reasons why the hearing should be held. A hearing will be held if the Director determines that there is significant public interest.

And a start



April 14, 1987

Health & Environment Department P. O. Box 968 Santa Fe, New Mexico 87504-0968

Attention: Mr. Kevin Lambert

Dear Mr. Lambert:

In order to conform with #5-209, our plugging precedure will be as follows:

Set cast iron bridge plug at 1480' and fill 7" casing from plug to surface with cement.

I am attaching the chart where we ran a pressure test on our disposal well on April 13, 1987.

Should you need any further information, please feel free to call me at 505-394-2545.

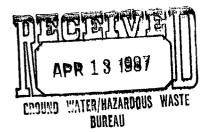
Yours very truly,

P & S BRINE SALES Inather

Paul D. Prather Partner

PDP:js

P & S Brine Sales P. O. Drawer 1769 Eunice, New Mexico 88231



April 8, 1987

Health & Environment Department P. O. Box 968 Santa Fe, New Mexico 87504-0968

Attention: Mr. Kevin Lambert

Dear Mr. Lambert:

Attached please find the information which you requested for approval of the brine station.

If you should need further information, please call me at 394-2545.

Yours very truly,

Ρ& BRINE SA 16

Paul Prather Partner

PDP:js Enc/

P & S Brine Sales P. O. Drawer 1769 Eunice, New Mexico 88231

4/13/87 This is DP renewal for P+5 Brie Sales Geny has alrea requested add ation for D w Awaiting An to Zogue review

P & S BRINE SALES P. O. Box 1768 Eunice, New Mexico 88231 505-394-2545

January 20, 1986

Environmental Improvement Division P. O. Box 968 Santa Fe, New Mexico 87504-0968

Re: DP-319 - Discharge Plan for P & S Brine Sales

Dear Paige Morgan:

Please find attached copies and photos of amendments that have been made to brine P & S Brine Sales into compliance with your rules and regulations for the Environmental Improvement Division.

If we can be of further assistance and should anything need to be changed, please let us know.

We will notify Don Lutgins so that he may inspect this facility.

Yours very truly,

P & S BRINE SALES

Paul D. Prather '

PDP:js Enc/5



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FOLLOWING

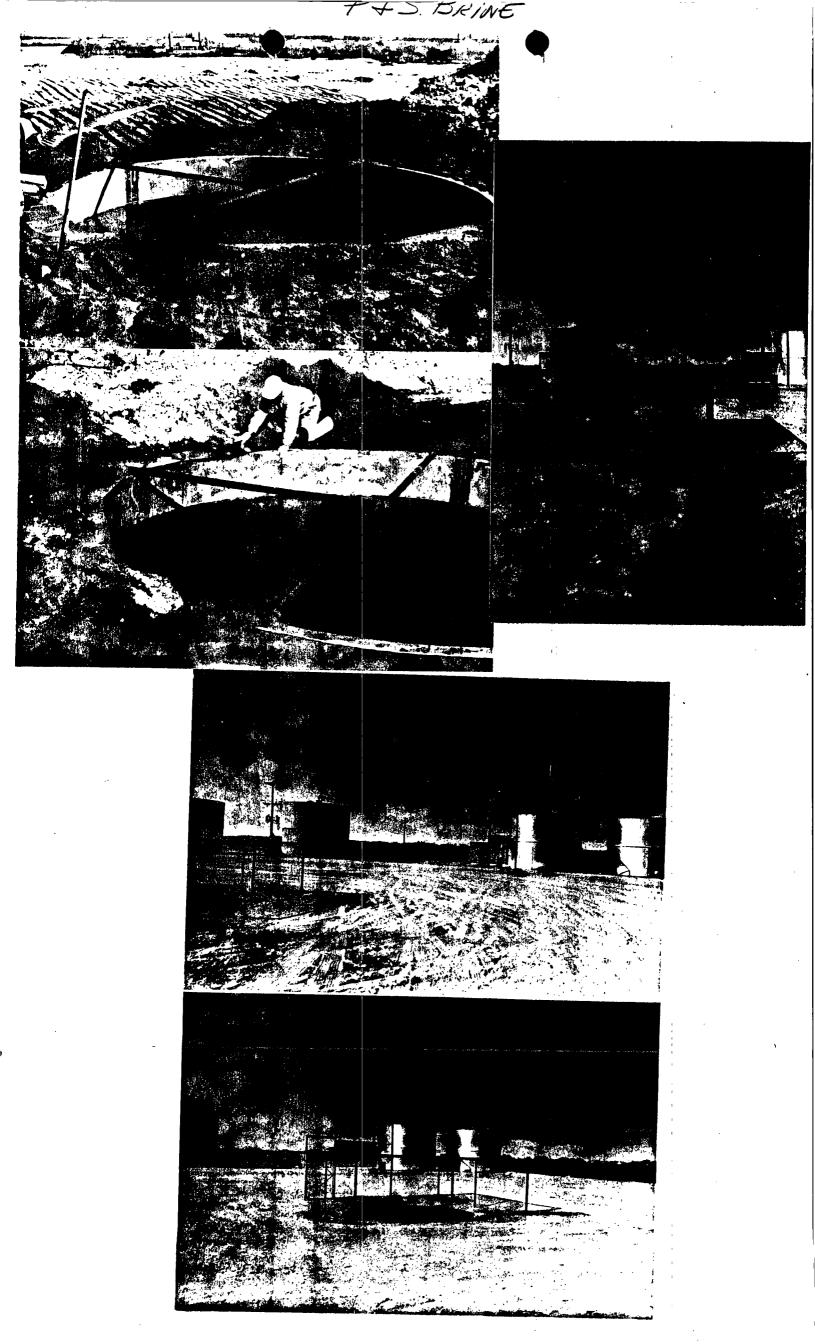
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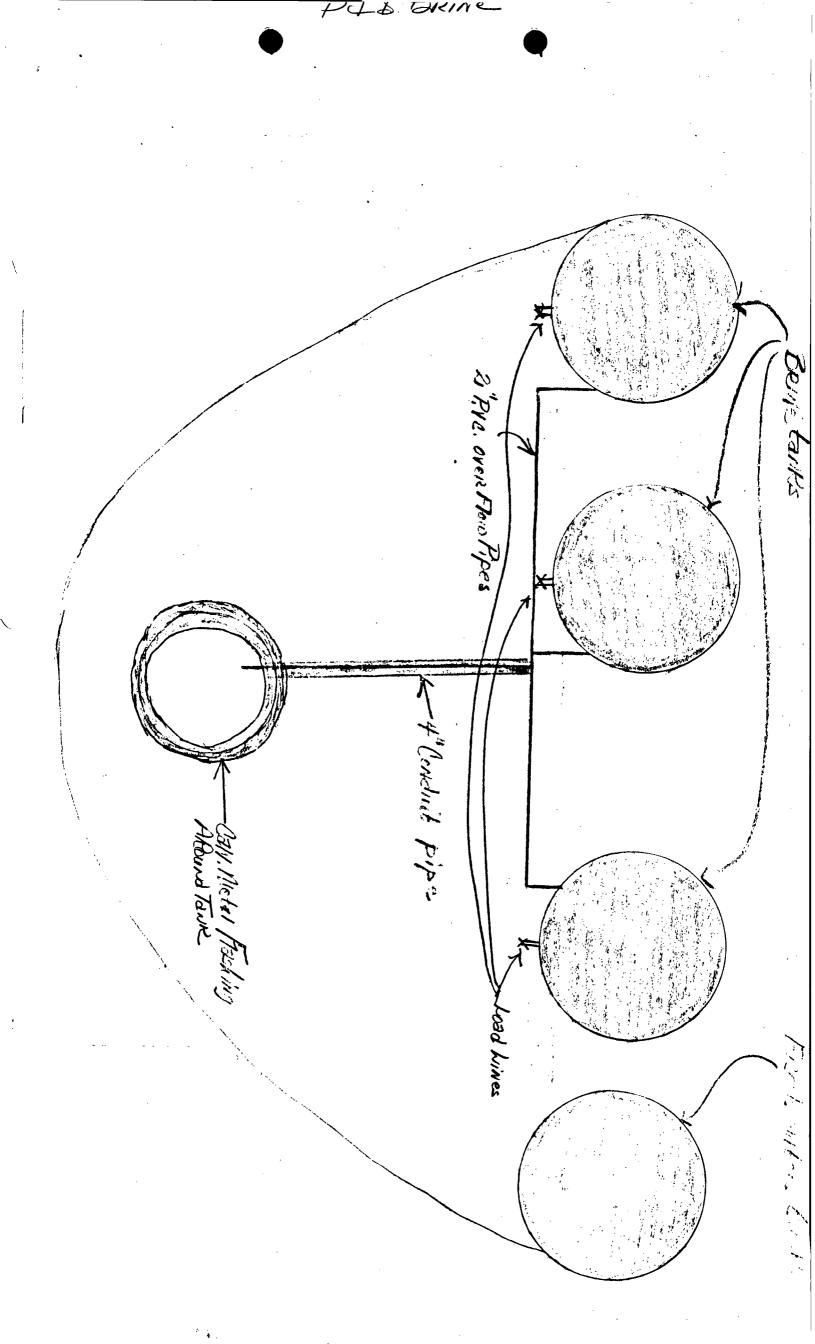
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24 yores alley Dikt Hauled to Tarno -



January 13, 1986

This is to certify that Glasco Tank Company, Inc. tanks will not leak, and are free of defects.

Sam Casey President

NOIAHY PUBLIC STALE OF KINSAS CHALINCEY FORD My Appl. Exp -1-89 Chauncey Sord

Post Office Box 968 Santa Fe, New Mexico 87504-0968 GARREY CARRUTHERS

LARRY GORDON Secretary

CARLA L. MUTH Deputy Secretary

NEW MEXICO HEALTH AND ENVIRONMENT DEPARTMENT

April 8, 1987

Mr. Paul Prather P & S Brine Sales P. O. Box 1768 Eunice, New Mexico 88231

Dear Mr. Prather:

I have enclosed the information concerning your discharge plan that you requested. This data will be helpful in completing your application to renew your discharge plan.

Some of the areas that have not been addressed in your present plan are:

- 1. Testing the mechanical integrity of the well,
- 2. Determination of an area of review and inventory of wells in the area of review,
- 3. Changes in monitoring requirements,
- 4. Plugging and abandonment schedule.

If you have any questions or need assistance, please contact Kevin Lambert at (505) 827-2902.

Sincerely yours

Gerard Koschal Water Resource Specialist



Post Office Box 968 Santa Fe, New Mexico 87504-0968 30.900--503 30.900-

> LARRY GORDON Secretary

CARLAL MUTH Deputy Secretary

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

February 25, 1987

Paul D. Prather P & S Brine Sales P.O. Box 1768 Eunice, NM 88231

RE: Discharge Plan DP-319

Dear Mr. Prather:

In the summer of 1983, the Water Quality Control Commission (WQCC) transferred its delegation of authority from the Oil Conservation Division (OCD) to the Environmental Improvement Division (EID) to administer discharge plans for brine extraction facilities. On December 18, 1982, the discharge plan DP-319 for the P & S Brine Sales brine station in Eunice located in Lea County was approved by the Director of the OCD. This discharge plan was required and submitted pursuant to WQCC Regulations and it was approved for a period of up to five years. The approval will expire on December 18, 1987.

If you are still discharging at this facility and wish to continue discharging, please submit your application for renewal of plan approval, including a complete Part 5 discharge plan amendment/renewal, as quickly as possible. The necessary forms for making those submissions are enclosed. Submitting your application in a timely fashion will aid the EID in processing your discharge plan prior to the expiration date. Also, please indicate whether you have made or intend to make any changes in your discharge.

Section 5-101.G. of the WQCC regulations assures that those who are in compliance with their approved discharge plan on the date of its expiration, and who submit a complete application for a discharge plan renewal at least 180 days before the expiration date, which in this case would be June 15, 1987, will remain in compliance until the application for discharge plan renewal has been approved or disapproved. Applications for renewals submitted after June 15, 1987 may result in a discharge not in compliance, if EID is not provided sufficient time to process the application. Therefore, the EID recommends you submit an application for discharge plan renewal which include and adequately address all of the information necessary for evaluation of a new discharge plan well in advance of June 15, 1987.

EQUAL OPPORTUNITY EMPLOYER

Paul D. Prather February 25, 1987 Page 2

2.. 6

If you are no longer discharging and discharge plan renewal is not needed, please notify this office.

If you have any questions, please do not hesitate to contact me at the address listed on the letterhead or telephone number 827-2902.

sincerely,

Kevin Lambert Hydrologist Ground Water Section/Underground Injection Control

KL:egr

Enclosures

cc: Garrison McCaslin, EID District IV Manager, Roswell

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BRINE STATION INSPECTION FORM

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DATE <u>12/10</u> 1986 EID INSPECTOR FACILITY <u>P45 Brive Sales</u> LOCATION <u>F</u> FACILITY REP ON SITE <u>None Available</u> COUNTY DP-319	Lambert, Koschal Baker unice LEA
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MEMORAHDUM OF MEETING CR CONVERSATION

Date Time X Telephone Personal 7-9-86 10:00 cm Originating Party Karl Souder on Lutyens 397-5250 Subject Complaint from citizens re "routine" dumping mc Castand Trucking, Ave. O brine Discussion Lutien has seen dumping occurring Says appears that either brine or saline wash Parking bt routinely disposed in their Sur an apparently unlined waste pon ______ily the site. wastes SIME MCCASLIND BRINESTATION Conclusions or Agreements would like you to call LA. Frequently dumping brine by Spraying ast on property Neighboor complained about Sait Killing her treed, Dan will send a memo & photos I told him they are in process of modifying their discharge plan 500 Distribution Signed Fik



TONEY ANAYA GOVERNOR

DENISE D. FORT DIRECTOR

STATE OF NEW MEXICO

ENVIRONMENTAL IMPROVEMENT DIVISION P.O. Box 968, Santa Fe, New Mexico 87504-0968 (505) 984-0020

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

May 19, 1986

Mr. Paul D. Prather P & S Brine Sales P.O. Box 1768 Eunice, New Mexico 88231

Dear Mr. Prather:

The modification of the discharge plan (DP-319) for your Brine Sales Facility located in Lea County, New Mexico is hereby approved. The approved discharge plan modification consists of the materials dated January 20, 1986 plus the information and materials submitted as part of the original discharge plan approved December 18, 1982.

The discharge plan modification application was submitted pursuant to Section 3-106 of the New Mexico Water Quality Control Commission Regulations. It is approved pursuant to Section 3-109. Please note Subsections 3-109.E. and 3-109.F., which provide for possible future amendment of the plan. Please be advised that the approval of this plan does not relieve you of liability should your operation result in actual pollution of surface or ground waters which may be actionable under other laws and/or regulations.

There will be no monitoring or reporting requirements.

Pursuant to Subsection 3-109.G.4., this modification approval expires December 18, 1987, the same date as the original plan, and you should submit an application for a new approval in ample time for that date.

Paul D. Prather Page 2 May 19, 1986

On behalf of the staff of the Ground Water Section, I wish to thank you for your cooperation during this discharge plan review.

Sincerely,

¥ ounts

Ernest Rebuck Bureau Chief Ground Water/Hazardous Waste Bureau

ER/SWS/mp

cc: EID District IV Manager, Roswell EID Hobbs Field Office, Hobbs EID BUCKSLIP

CHECK ONE:

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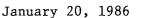
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No. of Ion Samples FIELD TRIP REPORT Na GROUND WATER SECTION K Ca County_LEA Mg SLD USER CODES C1 Ground Water: 59300 HCO3 NO₃, HC. & Toxics: 59600 **UIC: 59500** C03 S04 FACILITY VISITED Name of Facility: PES Brine Stution TDS Location: EUNICE 1111111 NO3+ NO2 NH3 Discharge Plan Number: DP-Type of Operation: BRINE WELL kjeld N [][[]]] As ENVIRONMENTAL IMPROVEMENT DIVISION FIELD VISIT Ba EID Inspector(s): JARS/BAKER Date of Inspection or Visit: 2/11/86 Cd Discharger's Representative Present During EID Visit: CN Cr Name: Dink Prather F Title or Position: OWNER Pb Purpose of Visit: a. Evaluation of Proposed Discharge Plan Modification Hg Compliance Inspection of Discharge with Approved Plan Se ь. Ag c. Other (specify) Inspection Activities During Field Visit: U a. Inspection of Facilities or Construction (specify) V Spill tank that was instelled is fibergloss with galvinized Ra 226 Flashing around top. Area is properly sloped to catch Ra 228 Spilles & From loading area Sampling of Effluents (give sampling locations) IIIIIь. CuFe Mn Pheno1s Sampling of Ground Water (give names or locations of wells) c. Zn Al В d. Evaluation of geology, soils, water levels or other physical Co characteristics of the location (specify) Mo Ni ЪΗ Conduct. e. Other (specify) Well was set up to inject thru annulus, Produce thru tube Observations and Information Obtained during the Visit: Mr Pradher was cooperative, wanted to know i's we were after other brind wells. We talked at length about history of EW Contamination around Eurice & Why EID Bothered working around there ACTION REQUIRED

1.2

P & S BRINE SALES P. O. Box 1768 Eunice, New Mexico 88231 505-394-2545



CROUND WATER HAZARDOUS WASTE BUREAU

Environmental Improvement Division P. O. Box 968 Santa Fe, New Mexico 87504-0968

Re: DP-319 - Discharge Plan for P & S Brine Sales

Dear Paige Morgan:

Please find attached copies and photos of amendments that have been made to brine P & S Brine Sales into compliance with your rules and regulations for the Environmental Improvement Division.

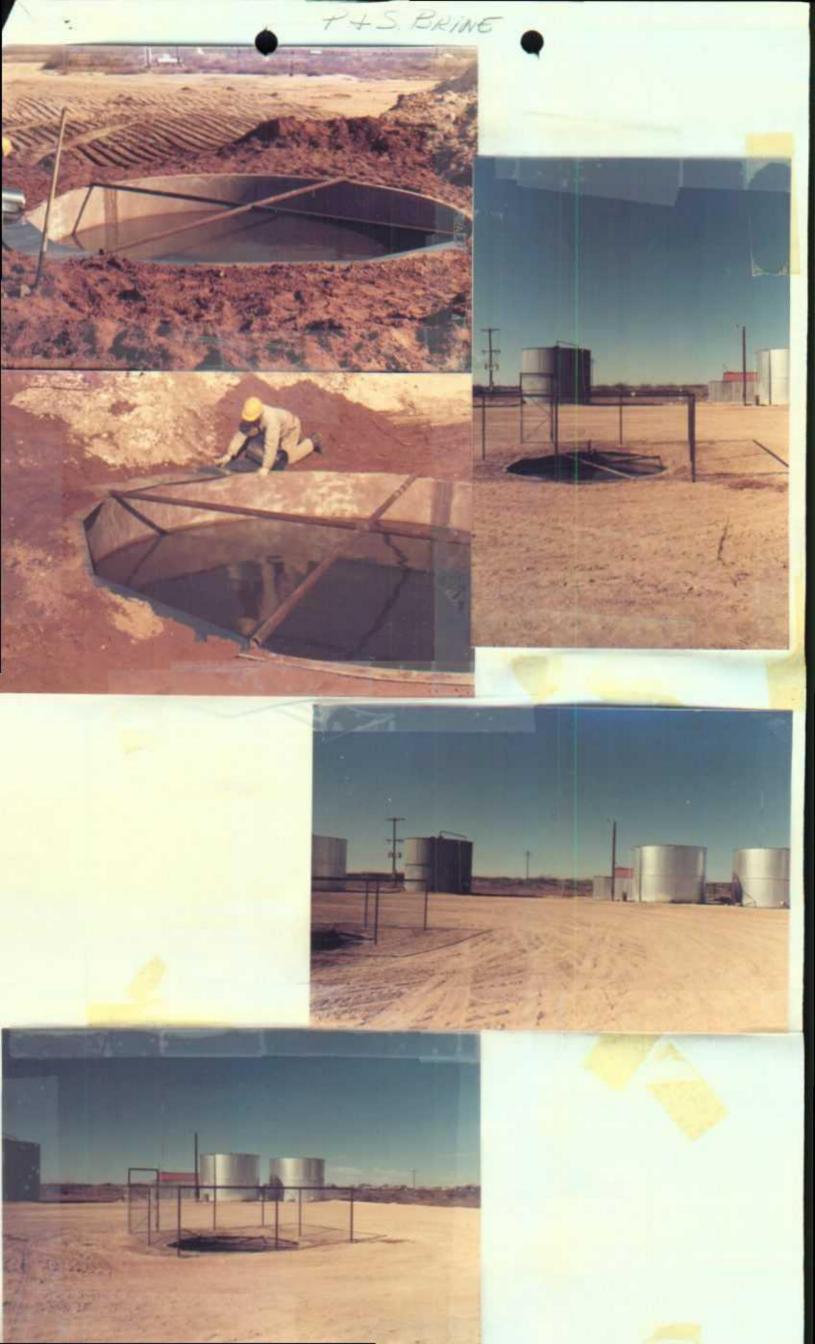
If we can be of further assistance and should anything need to be changed, please let us know.

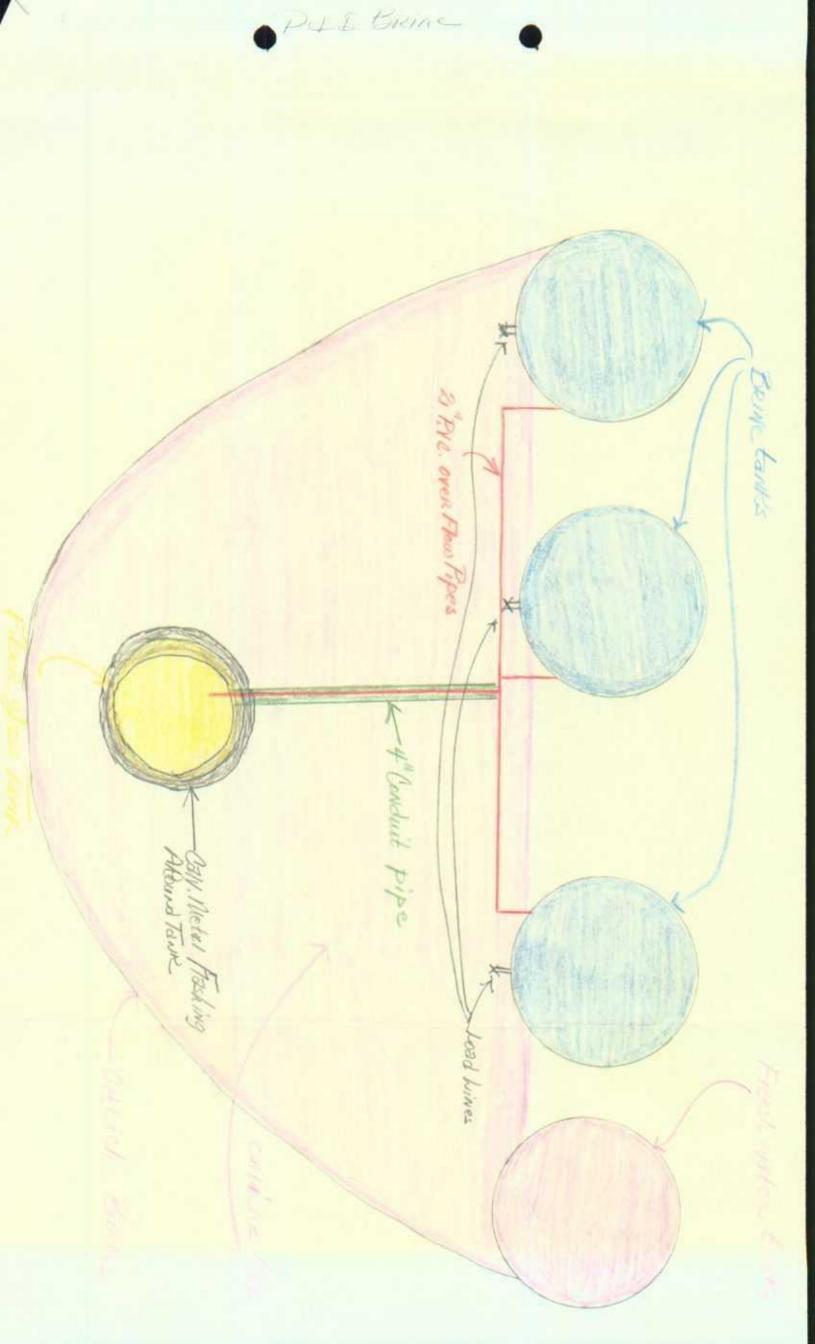
We will notify Don Lutgins so that he may inspect this facility.

Yours very truly, P & S BRINE SALES NG

Paul D. Prather

PDP:js Enc/5





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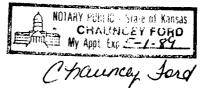


Route 2 - Box 147 Ellinwood, Ks. 67526 (316) 564-2502

January 13, 1986

This is to certify that Glasco Tank Company, Inc. tanks will not leak, and are free of defects.

Sam Cassy Sam Casey President ĺ





ENVIRONMENTAL IMPROVEMENT DIVISION P.O. Box 968, Santa Fe, New Mexico 87504-0968 (505) 984-0020

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

December 20, 1985

P&S Brine Sales P.O. Box 1768 Eunice, New Mexico 88231

Dear Sir:

Enclosed is a copy of the public notice pertaining to your proposed discharge which was issued by this division pursuant to New Mexico Water Quality Control Commission Regulations, Section 3-108.

If you have any questions, please do not hesitate to contact me at the above address and telephone number (ext. 279).

Sincerely,

Kint Both A

Ron C. Conrad Program Manager Ground Water Section

• RCC/mp

Enclosure

TONEY ANAYA GOVERNOR

DENISE D. FORT DIRECTOR



TONEY ANAYA GOVERNOR

DENISE D. FORT DIRECTOR

ENVIRONMENTAL IMPROVEMENT DIVISION P.O. Box 968, Santa Fe, New Mexico 87504-0968 (505) 984-0020

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

December 20, 1985

Board of County Commissioners County of Lea Lea County Courthouse Hobbs, New Mexico 88240

Board of County Commissioners:

Enclosed is a public notice which includes notice of proposed discharge plan(s) for one or more operations located in your county.

If you have any questions, please do not hesitate to contact me at the address and telephone number given above.

Sincerely,

Kant Kongt &

Ron C. Conrad Program Manager Ground Water Section

RCC/mp

Enclosure



ENVIRONMENTAL IMPROVEMENT DIVISION P.O. Box 968, Santa Fe, New Mexico 87504-0968 (505) 984-0020

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

December 20, 1985

The Honorable Bill Waldrap, Mayor City of Hobbs P.O. Box 1117 Hobbs, New Mexico 88240

Dear Mayor Waldrap:

Enclosed is a public notice which includes notice of a proposed discharge plan(s) for one or more operations in or near your city.

If you have any questions, please do not hesitate to contact me at the above address and telephone number (ext. 279).

Sincerely,

Kinf First of

Ron C. Conrad

RCC/mp

Enclosure

TONEY ANAYA GOVERNOR

DENISE D. FORT DIRECTOR



TONEY ANAYA GOVERNOR

DENISE D. FORT DIRECTOR

STATE OF NEW MEXICO

ENVIRONMENTAL IMPROVEMENT DIVISION P.O. Box 968, Santa Fe, New Mexico 87504-0968 (505) 984-0020

December 20, 1985

ALBUQUERQUE JOURNAL P.O. Drawer J Albuquerque, New Mexico 87103

Attention: LEGAL ADVERTISING

Dear Sir or Madam:

Please publish the enclosed public notice concerning discharge plan(s) in the classified legal section of the Albuquerque Journal on or before December 30, 1985.

Send your statement and two (2) copies of the Affidavit of Publication [to me at the above address]

Thank you.

Sincerely,

What Bostin

Ron C. Conrad Program Manager Ground Water Section

RCC/mp

Enclosure



ENVIRONMENTAL IMPROVEMENT DIVISION P.O. Box 968, Santa Fe, New Mexico 87504-0968 (505) 984-0020

December 20, 1985

Hobbs News-Sun 201 North Thorp Hobbs, New Mexico 88240

Dear Sir or Madam;

Please publish the enclosed public notice concerning discharge plan(s) in the classified legal section on or before December 30, 1985.

Send your statement and two (2) copies of the Affidavit of Publication

Please print only the section(s) highlighted in yellow.

Thank you.

Sincerely,

Hent Bath

Ron C. Conrad Program Manager Ground Water Section

RCC/mp

Enclosure

TONEY ANAYA GOVERNOR

DENISE D. FORT DIRECTOR

DECEMBER 20, 1985

TO BE PUBLISHED ON OR BEFORE DECEMBER 30, 1985

PUBLIC NOTICE NEW MEXICO ENVIRONMENTAL IMPROVEMENT DIVISION

Notice is hereby given that, pursuant to New Mexico Water Quality Control Commission Regulations, the following proposed discharge plans have been submitted for approval to the Director of the New Mexico Environmental Improvement Division, P.O. Box 968, Santa Fe, New Mexico 87504-0968; telephone (505) 827-2906.

(DP-162) JIM RICHARDSON DAIRY d/b/a Yorktown Dairy, Jim Richardson, owner, Rt. 2 Box 85H, Roswell, New Mexico 88201, proposes to renew the discharge plan for the disposal of wastewater from a 800 cow dairy located south of Roswell in Section 19, T11S, R25E, Chaves County. Milking center wastewater, which averages 15,000 gallons per day, is land applied to 134 acres of cropland. The ground water most likely to be affected is at a depth of approximately 21 feet with a total dissolved solids content of approximately 2500 mg/l.

(DP-319) P&S BRINE SALES, P.O. Box 1768, Eunice, New Mexico 88231, has submitted an amendment to the discharge plan for their brine extraction well and associated surface facilities located in the SW 1/4, SE 1/4, Section 34, T21S, R37E, just south of Eunice in Lea County, New Mexico. Brine is manufactured by means of an injection well drilled to a total depth of about 1900 feet. Fresh water purchased from the City of Eunice is injected through the casing-tubing annulus into the dry salt beds of the Salado Formation, and the resulting dense brine (339,000 mg/1TDS) is brought to the surface and stored in three 1000-barrel tanks for sale to tank trucks on demand. Injection volume averages 212,735 barrels per year. The proposed modification to this operation consists of installing a lined emergency spill catchment pit, paving the truck loading area to cause all spillage to flow to the lined catchment, and taking other measures to prevent ground water contamination from surface activities. Ground water most likely to be affected by this operation is at a depth of approximately 45 feet and has a TDS content of about 1000 to 1400 ma/1.

Any interested person may obtain further information from the Ground Water Section, Ground Water/Hazardous Waste Bureau, EID, and may submit written comments to the Director of the EID at the address given above. Prior to ruling on any proposed discharge plan or its modification, the Director of EID will allow thirty (30) days after the date of publication of this Notice during which comments may be submitted to her and a public hearing may be requested by any interested person. Requests for public hearing shall set forth the reasons why the hearing should be held. A hearing will be held if the Director determines that there is significant public interest.



ENVIRONMENTAL IMPROVEMENT DIVISION P.O. Box 968, Santa Fe, New Mexico 87504-0968 (505) 984-0020

December 6, 1985

Paul D. Prather P&S Brine Sales PO Box 1768 Eunice, NM 88231

Dear Mr. Prather:

Thank you for responding promptly to Mr. Perkins' letter of November 14th. With regard to your proposed amendment to discharge plan DP-319 for the P&S Brine Station: your plans appear generally adequate. Please confirm in writing that in carrying out your modification you will do the following:

Notify the EID at least one week before beginning excavation of the contaminated dirt and other construction.

Excavate the pit to a depth at which the soil has no detectable petroleum odor.

Identify an approved site for disposal of the contaminated dirt and, later, fluids to be pumped out of the fiberglass tank.

Certify that the tank does not leak (submit an affidavit of a test for leakage, a manufacturer's guarantee, or some similar proof).

Insure that the caliche pad is graded in such a way as to deliver <u>all spillage</u> to the tank. In particular, be sure to lay flashing between the lip of the tank and the caliche pad, or make other appropriate arrangements, so that no spillage is allowed to seep into the gap between tank and pad.

Berm the earth around the sides of the buried tank in such a way as to limit the amount of rainfall runoff that can flow into the tank. This will help to prevent the tank's overtopping during an extreme rainstorm before you can get to the tank to pump it out.

Please provide me with a date by which you believe you can carry out the modification of your facilities described in your discharge plan amendment.

The EID is required to publish public notice of a discharge plan amendment. This notice must be published within thirty days of receipt of an amendment - in your case, no later than January 4, 1986. Following publication, we must allow 30 days for public comment before making any final decision to approve or disapprove a discharge plan or amendment thereto. Therefore, I will not be able to recommend

TONEY ANAYA GOVERNOR

DENISE D. FORT DIRECTOR formal approval of your plans until some time in late January or early February. However, I strongly recommend that you take steps to remove the oil and contaminated soil from the pit at the brine station as soon as possible, notifying EID before you do. This step could only be viewed positively, even without formal approval.

Again, thank you for your readiness to correct the environmental problems at P&S Brine Station.

Sincerely,

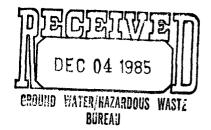
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Paige Grant Morgan Water Resource Specialist Ground Water Section

PGM:pgm

cc: John Guinn, EID District IV Manager.

P & S BRINE SALES P. O. Box 1768 Eunice, New Mexico 88231 505-394-2545



December 2, 1985

Environmental Improvement Division P. O. Box 968 Santa Fe, New Mexico 87504-0968

Attention: Paige Grant Morgan

Dear Ms. Morgan:

In response to your letter of November 14, I would like to submit to you the following list of amendments to our discharge plant:

- I. Dig out and replace all contaminated dirt.
- II. Bury 200 barrel fiberglass open top tank, ground level to catch all run off.
- III. Lay overflow line from tank to open top tank.
- IV. Build sloped pad with caliche from storage tanks to underground tank.

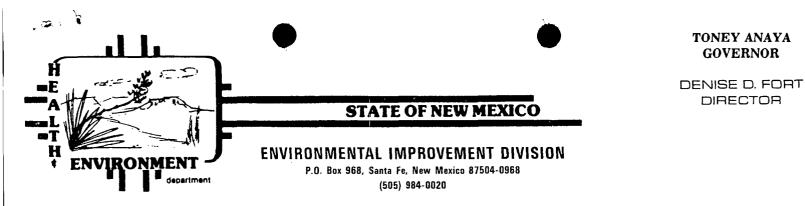
Should you have any other suggestions as to what we might do to improve this location, please advise.

Yours very truly,

P & S-BRINE SALES Na

Paul D. Prather Partner

PDP:js



CERTIFIED MAIL - RETURN RECEIPT REQUESTED

November 14, 1985

Paul D. Prather P&S Brine Sales PO Box 1768 Eunice, NM 88231

Re: DP-319: Discharge Plan for P&S Brine Sales, Eunice, New Mexico

Dear Mr. Prather:

You were notified in a letter from Paige Grant of the EID staff on February 9, 1984, that the operation of your above-referenced brine station would be reviewed as time allowed, to see that it was in compliance with Section 3 of the New Mexico Water Quality Control Commission (WQCC) regulations under which it was permitted by the Oil Conservation Division.

On November 11, 1985, Paige Grant Morgan and Steven Sares made an inspection of the surface facilities at your brine station and discovered the following conditions:

1) A shallow unlined pit full of oil which appeared to have been intentionally dumped rather than spilled during brine loading.

2) An unlined ditch into which brine drains periodically by means of overflow pipes from the brine storage tanks. Oily residue was also noted in this ditch.

3) No arrangements made in anticipation of spillage or leakage of brine, oil or other water contaminants at the facility to prevent their infiltrating to ground water and impairing its quality.

Therefore, pursuant to Section 3-109.E of the WQCC regulations, you are required to submit to this office within 45 days of receipt of this letter an amendment to your discharge plan which addresses the above concerns. Once your amendment is approved, you will have a specified amount of time in which to carry out the necessary construction to bring this facility into compliance with Part 3 of the WQCC regulations.

Be advised that you may choose at this time to prepare an amended discharge plan pursuant to Part 5 of the WQCC regulations, instead of Part 3 alone. This would be required in any case when you apply for a renewed permit to operate in 1987, when your present discharge plan expires. I have enclosed an outline for a Part 5 discharge plan, to give you an idea of what is entailed. Some of the required information already exists in your file from your previous submittals, and need not be duplicated.

Whether you choose to submit an amendment covering only those violations noted above, or choose to prepare a complete Part 5 discharge plan amendment/renewal at this time, if we do not receive an adequate response to this letter within 45 days, the director of EID may terminate the discharge plan approval under which you are operating (see Section 3-109.E.2). You are reminded that, pursuant to Section 5-101.B.3, it is unlawful to operate an injection well in the state of New Mexico without an approved discharge plan.

Please contact Paige Grant Morgan at 827-2901 or at the address given in the letterhead, if you have any questions on the contents of this letter.

Sincerely, Pahard

Richard Perkins Acting Bureau Chief Ground Water/Hazardous Waste Bureau

RP:PGM:pgm

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cc: John Guinn, EID District IV Manager

EID BUCKSLIP

	LETTER TO	Jeikins'	e Sales signatura	
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PtS Brine Sales See 34, T21-5 R 37E LEA. PH 505-394-2545 Neor Eurice PAUL D. PRATHER 1 Dirt Pit to catchoverflow. chowt 2 chart freine toncher + leners 3 3 loodery area + relation To spill sand (seit net) 4 no menteon of KC holding tout in seremotic what is KC

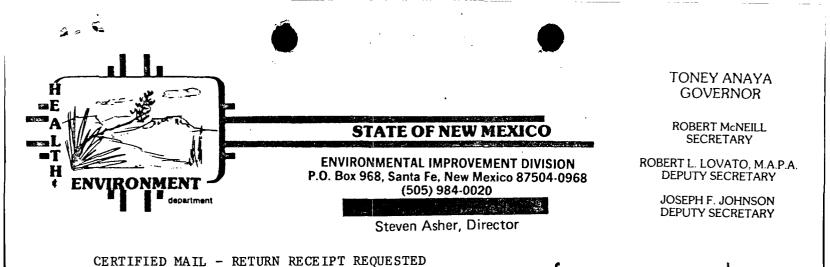
5 no seit of brins overflow set - look for samp truck

No. of Samples, Ion FIELD TRIP REPORT Na GROUND WATER SECTION K Ca County_ SLD USER CODES Mg Lea Ground Water: 59300 C1 59600 HCO3 NO3, HC, & Toxics: UIC: 59500 CO3 S04 FACILITY VISITED TDS Name of Facility: P & S Brine Station Location: just north of gas plant in Eunice NO3+ NO2 NH3 Discharge Plan Number: DP- 319 Type of Operation: brine extraction well; brine sales kjeld N //////// ENVIRONMENTAL IMPROVEMENT DIVISION FIELD VISIT As Ba EID Inspector(s): Sares, Morgan 11/11/85 Cđ Date of Inspection or Visit: Discharger's Representative Present During EID Visit: CN · NONECr Name: F Title or Position: ЪP Purpose of Visit: Hg a. Evaluation of Proposed Discharge Plan X Se b. Compliance Inspection of Discharge with Approved Plan Ag c. Other (specify) Inspection Activities During Field Visit: U V Inspection of Facilities or Construction (specify) a. Ra 226 General housekeeping inspection. Ra 228 ////// ь. Sampling of Effluents (give sampling locations) Cu Fe Mn Phenols Sampling of Ground Water (give names or locations of wells) Zn с. 111111 A1 В d. Evaluation of geology, soils, water levels or other physical Co characteristics of the location (specify) Mo Ni ////// pН Conduct. e. Other (specify) Observations and Information Obtained during the Visit: Pit in front appears to be used intentionally for dumping of oil: there is no evidence of runoff into the pit during filling of trucks, rather it appears that the trucks probably dump their oil first before loading brine. Ditch behind tanks is used to catch overflow from brine tanks. Also contains some oil.

Well appears to be hooked up correctly to run water down annulus.

ACTION REQUIRED

Require modification.



February 9, 1984

Mr. Paul D. Prather P & S Brine Sales P.O. Box 1768 Eunice, NM 88231

Dear Mr. Prather:

For your information, the responsibility for regulating brine extraction wells in the state of New Mexico was transfered in September, 1983 from the Oil Conservation Division (OCD) of the Energy and Minerals Department, to the Environmental Improvement Division (EID) of the Health and Environment Department.

The transfer will probably have no effect on your operation until 1986, when, if you plan to continue producing brine at your facility, you will need to start the process of applying for renewed approval of your discharge plan. Your present approval expires December 18, 1987, five years after the date the plan was approved.

At that time, you will need to prepare a discharge plan which includes the elements required under Section 5 as well as Section 3 of the Water Quality Control Commission (WQCC) Regulations (copy enclosed). Prior to December 20, 1982, a discharge plan consisted of only those elements listed in Section 3. Section 5 was added to the regulations in order to comply with federal Environmental Protection Agency (EPA) regulations to protect drinking water from pollution that might occur due to injection of fluids underground. The preparation of a Part 5 UIC application will require you to provide considerably more technical information than was needed for Part 3 discharge plan approval. It is for this reason that we recommend you begin to prepare your discharge plan renewal about eighteen months before the date that you current permit lapses. This should allow ample time for preparation, review, correction and final submittal of your new plan.

In the meantime, you are required to operate your facility in compliance with the standards of Section 3 of the WQCC Regulations. As time permits, we will Mr. Prather February 9, 1984 Page 2

7.

undertake a review of your present discharge plan and your field operation, to assure that it meets those standards.

If you have any questions or require further information, please contact me at the above address and telephone number (ext. 285).

Sincerely,

- Grant

Paige Grant Hydrologist Ground Water Section

PG:egr

Enclosure

cc: John Guinn, EID District IV, Manager EID Field Office, Hobbs Joe Ramey, Director, OCD

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ENERGY AND MINERALS DEPARTMENT

OIL CONSERVATION DIVISION

BRUCE KING

December 18, 1982

POST OFFICE BOX 2088 STATE LAND OFFICE BUILDING SANTA FE, NEW MEXICO 87501 (505) 827-2434

P & S Brine Sales P.O. Box 1768 Eunice, New Mexico 88231

> RE: GWB-7 Discharge Plan

Gentlemen:

The discharge plan submitted for the brine production facility and in situ extraction well located in Section 34, Township 21 South, Range 37 East, NMPM, Lea County, New Mexico, is hereby approved.

The discharge plan was submitted pursuant to Section 3-106 of the Water Quality Control Commission regulations. It is approved pursuant to Section 109. Please note subsections 3-109E and 3-109.F which provide for possible future amendment of the plan. Please also be advised that the approval of this plan does not relieve you of liability should your operation result in actual pollution of surface or ground waters which may be actionable under other laws and/or regulations.

Yours very truly, JOE D. RAMEY Director

JDR/OS/dp

cc: Hobbs District Office

NOTICE OF PUBLICATION STATE OF NEW MEXICO ENERGY AND MINERALS DEPARTMENT OIL CONSERVATION DIVISION SANTA FE, NEW MEXICO

Notice is hereby given that pursuant to New Mexico Water Quality Control Commission Regulations, the following proposed discharge plan has been submitted for approval to the Director of the Oil Conservation Division, P. O. Box 2088, State Land Office Building, Santa Fe, New Mexico 87501, telephone (505) 827-3260.

P and S BRINE SALES, P. O. Box 1768, Eunice, New Mexico 88231, telephone (505) 394-2545, requests approval of their discharge plan for their brine in situ extraction well and facility located in Section 34, Township 21 South, Range 37 East, NMPM, Lea County, New Mexico. P and S Brine Sales injects water down their injection well to an underlying salt formation thereby dissolving the salt, forming a brine water solution with a total dissolved solids content of approximately 300,000 mg/L. P and S Brine Sales extracts and sells the brine water solution to various companies for use in oil and gas production.

Any interested person may obtain further information from the Oil Conservation Division and may submit written comments to the Director of the Oil Conservation Division at the address given above. Prior to ruling on any proposed discharge plan or its modification, the Director of the Oil Conservation Division shall allow at least thirty (30) days after the date of publication of this notice during which comments may be submitted to him and a public hearing may be requested by any interested person. Requests for a public hearing shall set forth the reasons why a hearing should be held. A hearing will be held if the Director determines there is significant public interest.

If no public hearing is held, the Director will approve or disapprove the proposed plan based on information available. If a public hearing is held, the Director will approve or disapprove the proposed plan based on information in the plan and information submitted at the hearing.

GIVEN Under the Seal of the New Mexico Oil Conservation Commission at Santa Fe, New Mexico, on this 12th day of November, 1982.

STATE OF NEW MEXICO QIL CONSERVATION DIVISION JOE D. RAMEY Director

SEAL

P & S BRINE SALES P. O. Box 1768 Eunice, New Mexico 88231



- 27 222

October 26, 1982

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State of New Mexico Energy & Minerals Dept. Oil Conservation Division P. O. Box 2088 State Land Office Building Santa Fe, New Mexico 87501

Attention: Mr. Oscar Simpson III

Dear Sir:

Attached please find information which I hope will enable you to approve our brine station.

Should any further information be needed, please feel free to call me at 505-394-2545.

Yours very truly, P & BRINE SAL

Paul D. Prather Partner

PDP:js Enc/

P & S BRINE SALES

Eunice, New Mexico

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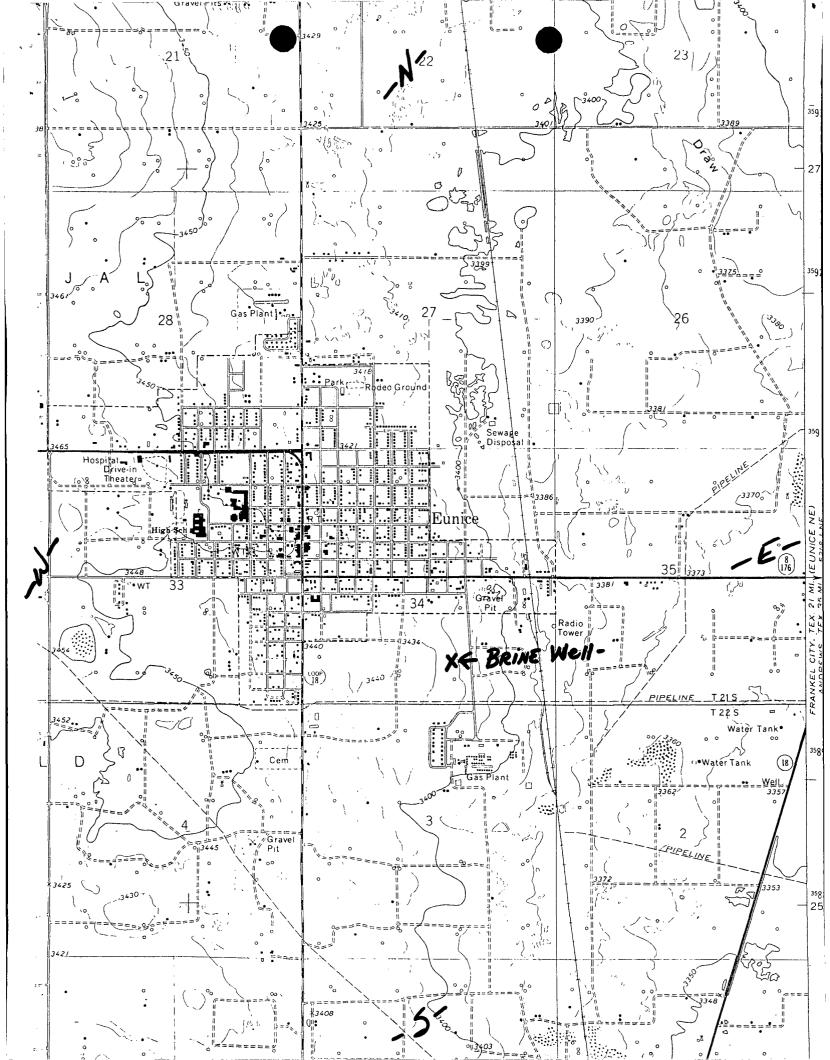
TOPOGRAPHIC MAP

-Location of Brine Well-

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Elevation being 3,334 ft. There is no flood hazard. ; .



Water wells within a 2 mile radius:

2

See attached map:

WAter Wells Locations

Pt= Ester Well-X Mundary of Gilf Water Flood 930'to 1110 Call Wells (25-21-31 + 2621-31 for Plant the Demestic 90' to 120' 3 to 5 G. P.M. BRackish Demestic Owners Humple Oil Co (EXXON) Sec. 3-22-37 Willie Bettis Sec. 33-22-37 Sec. 4- 22-37 Nix Osborn C. H. Bettis Sec. 9-22-37 Sec. 33 - 21-37 PAL SIMS Sec. 28-21-37 Millard Deck RichARD Robbinson Sec. 34 - 21-37 Sec. 35-21-37 Nadine Owens Bobby WAllzok Sec. 36 - 21-37 Humble Oil Co. (EXXW) Sec. 2-22-37 PERCIILA BRUNSON Dickie Roberson Sec. 10-22-37 Sec 21-21-37 GRANT Culver Sec. 21-21-37

See Attached Map or

PAGE 3

Water_well owners, depth, quantity & quality.

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See attached page:

-4-

Detailed schematic diagram of brine well:

-5-

Page 4

	7 Salt Water
E 1.114	1
FreshWAter	27/8" J. 55 Tubbing 1,718'
Suppose de	7" 23" CASING 1489'
SURFACE of H' Dirt	700 sheks Comente to sulface
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26' CAI.	
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800' Rad Bed	
2+1	
668' Shell	
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2430' Botton SAH

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1.10	2/8	0.00	14001	NG	NONE	coate	d				
1,489	' 7"	23#	CASING								

P.45. BRINE Well

(A) 4' Dirt & Sand 26' Caliche 800" Red Bed 668' Shale & Anhydrite

(B) Top of Salt Section - 1,489 Ft.

(C) Cemented with 400 sacks of Halliburton Light with 15 lbs. salt and ¼ lb. Flocele per sack, followed by 300 sacks of Class C"C with 2% CACl₂.

-6

Cemented from top of salt section to top of surface.

-SUPPLY WATER ANALYSIS-

See attached pages:

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SI D 702 F	12, 4		LABORATO			(as Mn)	01056	(as Fe)	01045	Magnesium (as Mg)		Calcium (as Ca)	(as CaCO ₃)	Tot.Hardnes	(as K)	00935	Sodium (as Na)	00930	CATIONS	TYPE of SYSTEM	Collected By	Collection Da	Water Supply	CHEMICAL ANALYSES	CONSULT		
Form Revised 4/78	<i>.</i>		LABORATORY REMARKS:					N Q N		sium	-	676		<u>s</u>	234		3		S mg/l	ĝ		Date Collection	Water Supply System Name	- Check indiv S: [Mark aj	SLD Lab Annex	State of New Mexico HEALTH and ENVIRONMENT DI SCIENTIFIC LABORATORY DIVISION	
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-BRINE WATER ANALYSIS-

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See attached page:

UNICHEM INTERNATIONAL

601 NORTH LEECH

F.O.BOX1499

HOBBS, NEW MEXICO 88240

Pts Brine Sales .

COMPANY : DATE : 10-25-82 FIELD,LEASE&WELL : BRINE STATION P AND S BRINE SAMPLING POINT: DATE SAMFLED : 10-22-82

SPECIFIC CRAVITY = 1.229 TOTAL DISSOLVED SOLIDS = 339024 PH = 7.05

			ME/L	MG/L
CATIONS				
CALCIUM MAGNESIUM SODIUM	(CA)+2 (MG)+2 (NA),CALC.		66.6 323. 5434.	1336 3930 124930
ANIONS				
BICARBONATE CARBONATE HYDROXIDE SULFATE CHLORIDES	(HCO3)-1 (CO3)-2 (OH)-1 (SO4)-2 (CL)-1		2 0 0 182. 5640	122 0 0 8750 199954
DISSOLVED GASES				
CARFON DIOXIDE Hydrogen sulfide Oxygen	(CO2) (H2S) (O2)		NOT RUN 0 Not run	0
IRON(TOTAL) BARIUM Manganese	(FE) (BA)+2 (MN)		NOT RUN Not Run	3.1
SCALING	INDEX	TEMP		
CAREONATE INDEX Calcium careonate sca	LING	30C RGF -4.8 UNLIKELY		
SULFATE INDEX Calcium sulfate scali	NG	. 339 LIKELY		

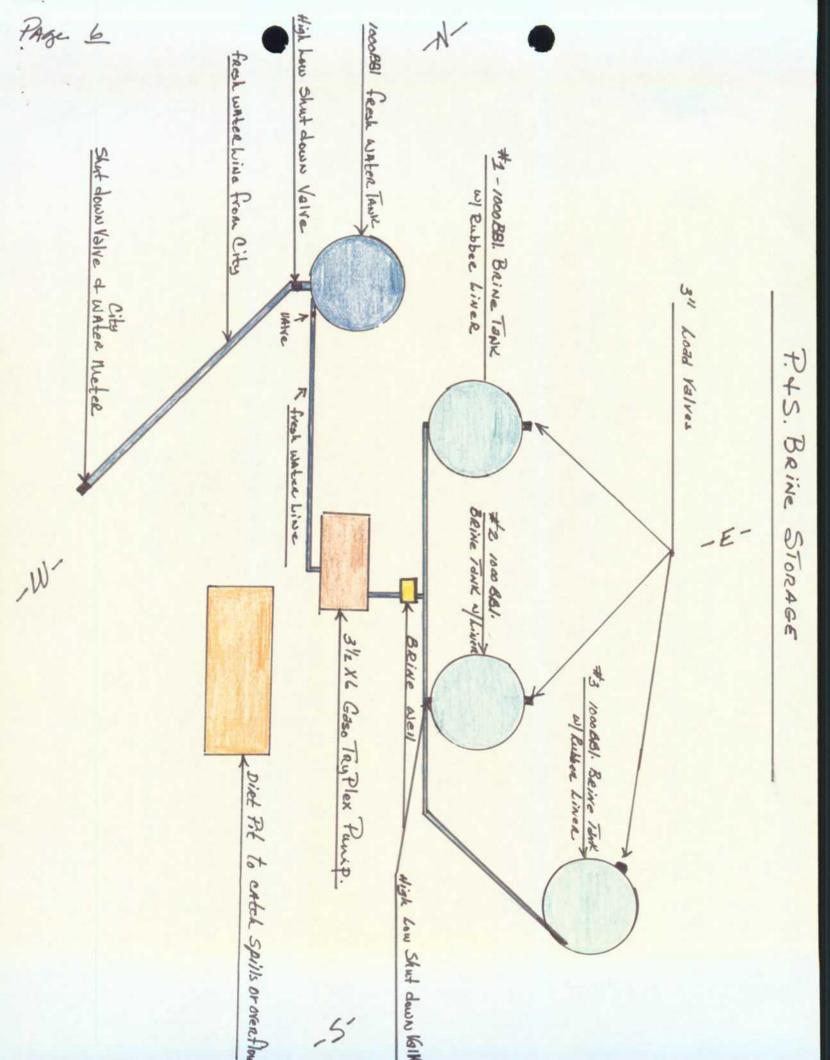
DETAILED FLOW DIAGRAM OF HOLDING FACILITIES:

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See attached page:



NARRATIVE OF PAST WORKOVERS

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> YEARLY TOTALS OF BRINE PRODUCTION HOLDING TANK, AGE, MATERIAL MONITORING & INSPECTION SYSTEM GROUND WATER CONDITION BENEATH FACILITY METERING DEVICES WATER QUALITY PHOTOGRAPHS

> > See attached pages:

-10-

NARRATIVE OF PAST WORKOVERS:

None. This is a new well.

YEARLY TOTALS OF BRINE PRODUCTION: July through December, 1980 January through December, 1981 January through September, 1982 TOTAL

125,145 Bbls. 361,466¹2Bbls. 151,593 Bbls. 638,204¹2Bbls.

212,735 ave

DETAILED INFORMATION ON HOLDING TANKS: 3 - 5 year old 1,000 bbl. steel bolted tanks with rubber liners.

MONITORING & INSPECTION SYSTEM:

Brine well is inspected twice daily by Mr. Prather & Mr. Stephens. Leakage or overflow drail into small working . pit and is pickup up with the vacuum truck. No overflows because of high-low electrical switches.

GROUND WATER CONDITION BENEATH FACILITY: State Engineering Dept. - 90' to 120' Ogulaula, fair.

METERING DEVICES:

City water meter for supply water. Sales tickets for brine sales.

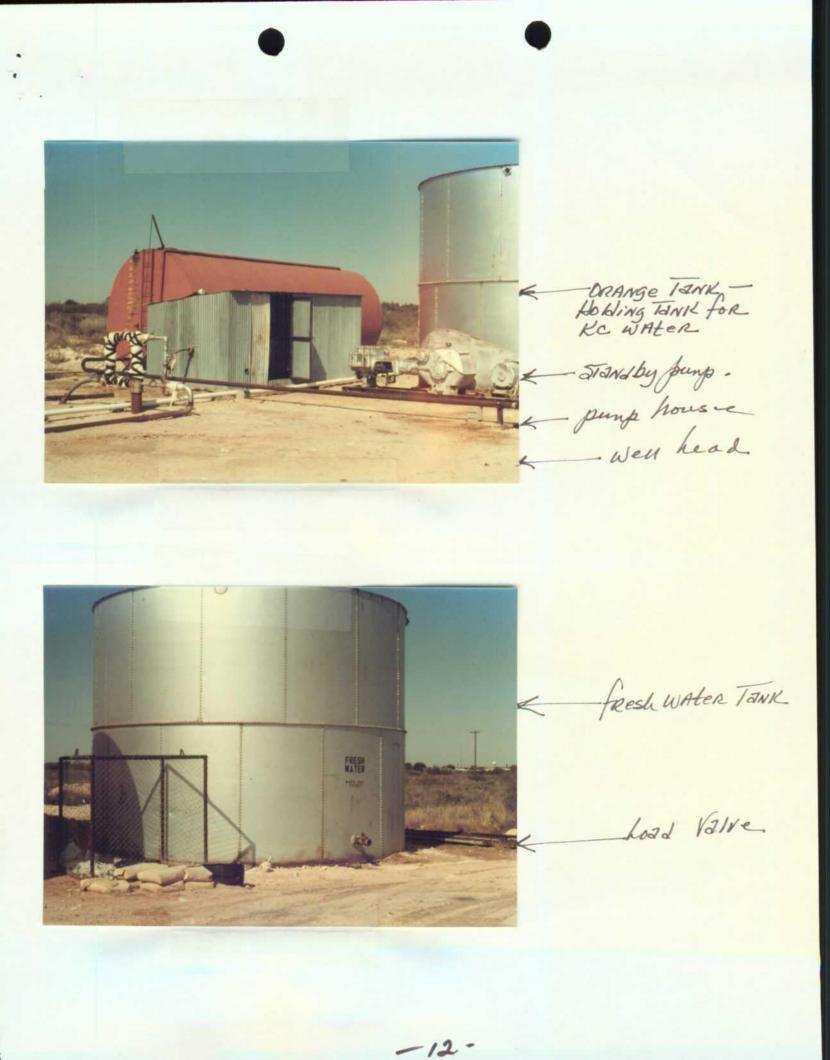
WATER OUALITY:

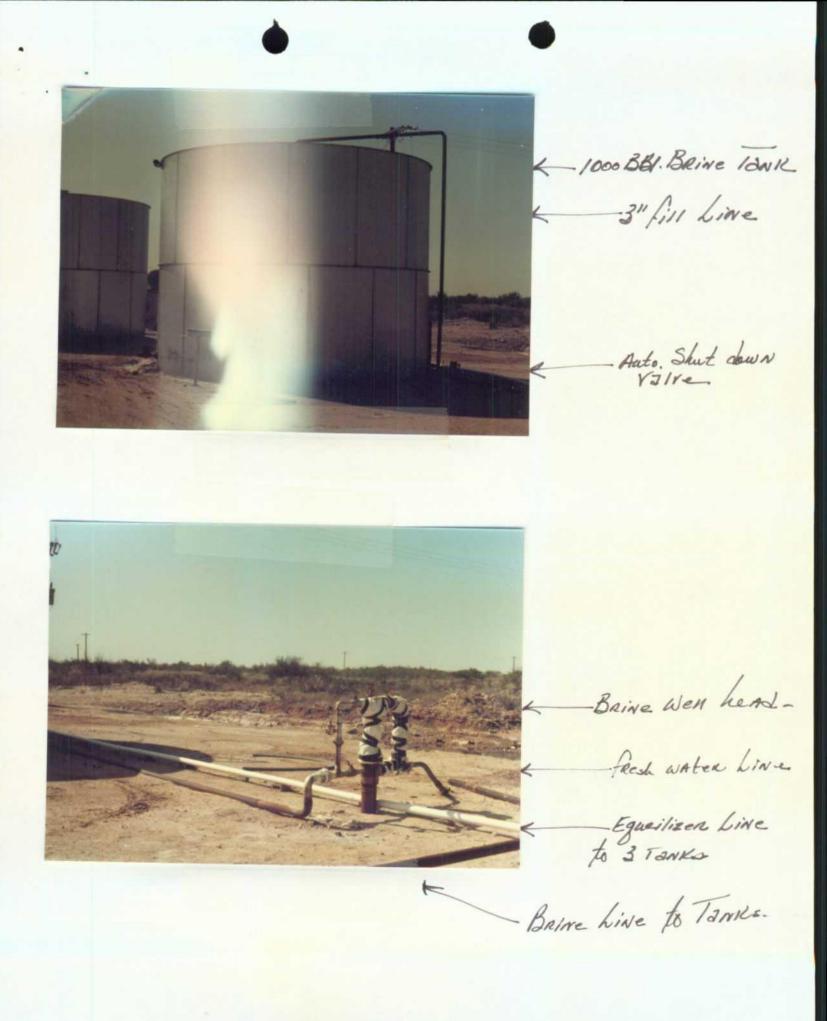
Fresh water is injected into the ground only. No contaminated water is injected into the brine well at any time.

PHOTOGRAPHS:

In order to keep any brine water from going back into the ground, we have a small working pit and have our own vacuum truck to pick up this water and put back into tanks. (See photographs)

-1-



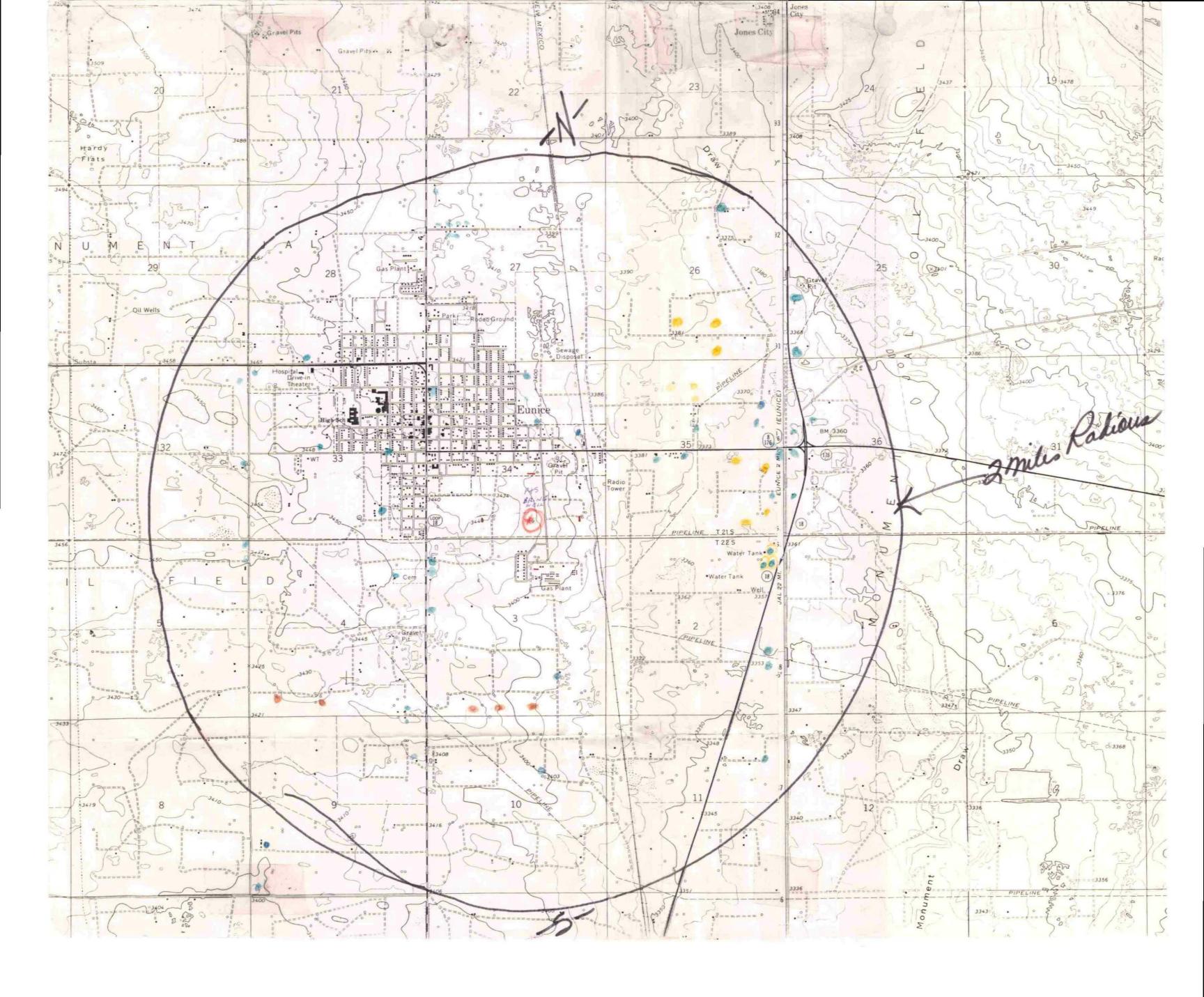


PIS. BRINE Foc.



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OPT WATOR	S. BRINE SM	LEASE 9./		30 50-1
HELL NO.	FUOTAGE LOCATION	<u>34</u> SECTION	South	37 EAst
		SELITON	IUANSIIIP	RANGÉ
Sche	matic	Ţ	abular Data	
		Surface Casing		
		Size 7"	" Cemented with	700 sx.
		TOC Sueface		
	·		1/4 "	
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		Intermediate Casing		
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Has the well ever been perforated in any other zone(s)? List all such perforated intervals and give plugging detail (sacks of cement or bridge plug(s) used) 4.

If no, for what purpose was the well originally drilled?

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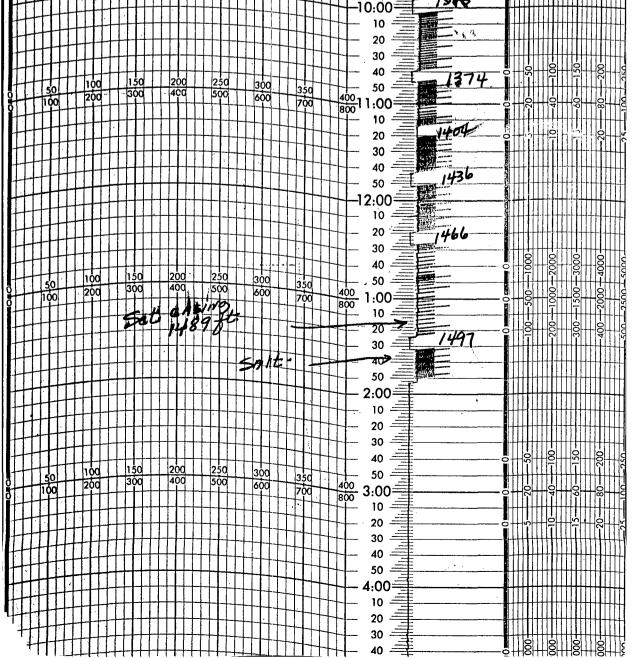
5. Give the depth to and name of any overlying and/or underlying oil or gas zones (pools) in this area.

-15

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NONE

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ENERGY AND MINERALS DEPARTMENT

OIL CONSERVATION DIVISION

BRUCE KING

October 7, 1982

POST OFFICE 80X 2088 STATE LAND OFFICE BUILDING SANTA FE, NEW MEXICO 87501 (505) 827-2434

P & SBrine Sales P.O. Box 1768 Eunice, New Mexico 88231

ATTENTION: Paul D. Prather

RE: Discharge Plan for P & S Brine Sales Facility at Section 34, Township 21 South, Range 37 East, NMPM, Lea County, NM

Dear Sir:

The Oil Conservation Division (OCD) received your discharge plan for your brine well located in Section 34, Township 2 South, Range 37 East, NMPM, Lea County, New Mexico.

I have reviewed your plan and find that the following additional information is needed:

- 1. Submit a topographic map showing the location of your facility. Suggested Map; USGS Topographic Map, 7.5 minute series or equivalent.
- 2. Relate your facility to the topographic map in regards to any flooding potential of the site and if applicable, what precautions and methods are used to prevent such an occurrence.
- 3. Show the location of all water wells within a 2 mile radius of your facility on the topographic map. Submit detailed information on these water wells such as owner, purpose, depth, quantity, etc.
- 4. Submit a detailed schematic diagram of your brine well which illustrates:
 - (a) depths and tops of geologic formations penetrated, and general lithologic description of each.
 - (b) depth to top of salt section
 - (c) tops of cement and volume used
 - (d) Perforations, number of and depth of

- (e) Casing and tubing kind, weight, sizes
- (f) Tubing size, depth, and internal coating (if any)
- (g) Packer description depth of (if any)
- (h) depth to top and bottom of fresh ground water water of 10,000 mg/L or less.
- (i) Fill out the attached sheet entitled, "Injection Well Data Sheet".
- 5. Attach chemical analysis of supply water and brine water produced with the following elements. Analyze for: (1) total dissolved solids (TDS), (2) cloride (CL), (3) Sulfates SO4, (4) PH (5) specific conductance, (6) specific gravity, (7) bicarbonate (HCO3) (8) Calcium (Ca), (9) Magnesium (Mg), (10) Total hardness Ca CO3 (11) Sodium (12) Potassium (13) Iron (Fe), (14) Hydrogen Sulfate (15) Sulfides
- 6. Submit a detailed flow diagram which illustrates the operation of how your supply water (water from Eunice Pipeline) is brought in, injected to make brine, stored, and loaded. Submit a narrative description of this process and how each stage is accomplished and controlled to prevent spillage and leakage. Submit photographs of each stage to further illustrate your narrative.
- 7. Submit a narrative of past workovers done on your brine well if any. What type of mechanical integrity testing has been performed or intended to perform.
- 8. Submit yearly totals of brine produced.
- 9. Submit detailed information on holding tanks, age, material they are constructed of, and internal tank lining material if any.
- 10. What monitoring or inspection system does your facility have for both ground water beneath your plant and the mechanisms of the brine facility. Or how is leakage or overflow of your brine facility handled and prevented.
- 11. Submit detailed information on ground water conditions beneath your facility such as depth to ground water, name of ground water formation, chemical quality, etc.
- 12. What type of metering devices are used on supply water and produced brine. Is there an accounting system used to keep track of supply water used versus brine water produced?

- Please refer to the Water Quality Control Commission regulations Part III, Section 3-106 (C) - questions 1 through 8 and Section 3-107 A, C, and D for further guidance and requirements for discharge plans (pages 24 to 27).
- 14. Please elaborate in greater detail both with narrative description and photographs explaining the following:

In order to keep any brine water from going back into the ground, we have a small working pit and have our own vacuum truck to pick up this water and put it back into the storage tanks.

If you have any questions regarding this matter, please do not hesitate to call me at (505) 827-2534.

Sincerely,

+ seon a . Sempson III

Oscar A. Simpson, III Water Resource Specialist

OAS/dp

Enc.

P & S BRINE SALES P.O. Box 1768 Eunice, New Mexico 88231

September 16, 1982

State of New Mexico Energy & Mindrals Department Oil Conservation Division P. O. Box 2088 Santa Fe, New Mexico 87501

Attention: Mr. Oscar Simpson

Dear Sir:

In order to comply with a request from Mr. Joe D. Ramey for a Discharge Plan on our brine well located in Section 34, Township 21 South, Range 37 East, Lea County, New Mexico we list the following information:

CONSERVATI

SANTA FE

This brine well operates by pumping fresh water down the casing and back out the tubing. This way no salt is ever in the casing and therefore cannot get back into the fresh water formations.

This well was drilled by Baber Drilling Company with a rotary rig.

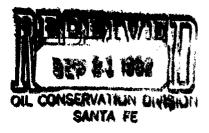
P & S Brine Sales purchases its fresh water from the City of Eunice and stores same in a 1,000 barrel tank on location.

When fresh water is pumped down the casing into the salt section, it washes out the brine water and pumps it to the surface. Once on the surface this brine water is stored in three (3) 1,000 barrel tanks.

In order to keep any brine water from going back into the ground, we have a small working pit and have our own vacuum truck to pick up this water and put it back into the storage tanks.

On the enclosed pages please find the following information:





Page 2 Oil Conservation Division State of New Mexico

- 1. Well location and acreage dedicated plat.
- 2. Cost and company for drilling well.
- 3. Pluggingebond.
- 4. Drilling record (log).
- 5. Halliburton cementing proposal.
- 6. Diagram (surface, casing, tubing).
- 7. Diagram (wellhead).
- 8. Tretolite (water analysis report).
- 9. Pictures of P & S Brine facilities.
- 10. Well completion report and logs.

Our brine water is sold to various companies including Petro Thermo Corporation, Hobbs, New Mexico, McCasland Services, Inc., Eunice, New Mexico, Chaparral Service, Inc., Eunice, New Mexico, Sonny's Oil Field Services, Hobbs, New Mexico.

The volume of brine water sold from this location will vary from 10,000 barrels per month to 18,000 barrels depending upon the demand for same in this area.

Should you need additional information or have any questions, please call me at 505-394-2545.

Yours very truly,

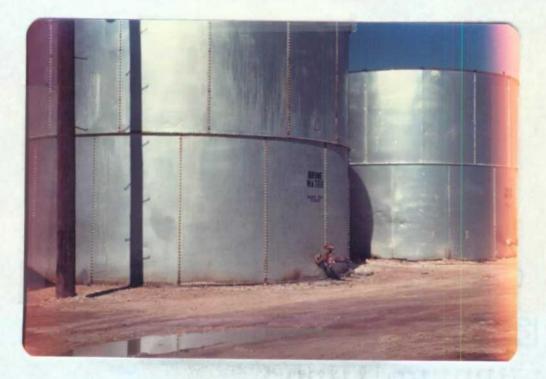
P & S BRINE SALES

Paul D. Prather Partner

PDP:js

P4S. BRINE SAles





WELLOCATION AND ACREAGE DEDICATION

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Form C-102 Supersedes C-128 Effective 1-1-65

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BABER WELL SERVICING CO.

HOBBS, NEW MEXICO 88240

INVOICE NO.

CONTRACT NO.

P & S BRINE SALES P. O. BOX 1075 EUNICE, NEW MEXICO 88231

ORDER NO.

Terms: Net 30 Days. 6% On Past Due Accounts. Payable at Hobbs, New Mexico

DATE 7/10/80

Date	Description of Work	Hours	Rate Amount
	P&S Brine Well No. 1		
	Move in rig and equipment. Rig up and 8 3/4 hole to approximately 1500 ft. casing, cement. Drill 6 1/4" hole to imately 1900'. Pull out of hole and re tubing. Rig down and move rig off loce	Run 7" approx- un 2½"	
ŗ	Bid price 1 Price on 1 Price on		\$ 30,000.0 600.0 130.0 30,730.0
	4% New Mexi	co Sales Tax	1,229.2 \$ 31,959.2
	JOB COMPLETE		
	THANK YOU		
· .			



DANIELS INSURANCE INC.

P.O. BOX 1258 * HOBBS, NEW MEXICO 88240 * (505) 393-5191 * INSURANCE * BONDS * REAL ESTATE * ESTABLISHED 1937

June 13, 1980

PAT CARGILE Senior Vice President

Oil Conservation Commission P. O. Box $\frac{1028}{200} \approx 0.88$ Santa Fe, New Mexico 87501

> RE: P & S Brine Sales Salt Water Disposal, Well Sec. 34, Twsp. 375, Rge. 388 37 Lea County, New Mexico

Gentlemen:

We enclose Hartford Accident & Indemnity Company Bond #4420776 in the amount of \$5,000.00 covering the captioned well. If you require anything further, please advise.

Yours truly, (A/ Mrs. Pat Cargile

рс

CC: Mr. Paul D. Prather P & S Brine Sales P. O. Box 1075 Eunice, New Mexico 88321

p 21 1982 OIL CONSERVATA SANTA # .

STATE OF NEW MEXICO

ENERGIAND MINERALS DEPARTMENT

.

June 27, 1980

POST OFFICE BOX 2008 STATE LAND OFFICE BUILDING SANTA FE, NEW MEXICO 87501 (505) 827-2434

GOVERNOR LARRY KEHOE SECRETARY

BRUCE KING

Daniels Insurance P. O. Box 1258 Hobbs, New Mexico 88240

> Re: \$5,000 One-Well Plugging Bond P & S Brine Sale, Principal Hartford Accident & Indemnity Company, Surety 630 feet from South line and 2427 feet from East line, Sec. 34, T-31-S, R-38-E, Lea County Depth: 2,000 ft. Bond No. 4420776

Gentlemen:

The Oil Conservation Division hereby approves the above-captioned plugging bond effective June 13, 1980. We also acknowledge receipt of and approve the rider changing the location of the well as follows:

630' FSL and 2427' FEL of Sec. 34, T-21-S, R-37-E, Lea County.

Sincerely,

JOE D. RAMEY, Director

JDR/dr

cc: Oil Conservation Division Hobbs, New Mexico

> P & S Brine Sales P. O. Box 1075 Eunice, New Mexico 88231

	SERVICES	FRACTURING CEMENTING CHEMICAL SERVICE
	P R O P O S A L June 17, 1980	and the
PROCEDURE ANALYSIS Cementing	i joet	, / Ka
For: Mr. Dink Prather CHAPARRAL SERVICE, INC. Eunice, New Mexico 88231	8 Q'14'	
Re: Brine water well	oc ^{it}	

The purpose of this analysis is to recommend a cement blend and cost estimate for cementing the above captioned well.

WELL DATA: Surface

Depth - 2000 feet Hole - 8 1/2" Casing - 7" Excess - 100% Cement to circulate

RECOMMENDATION:

It is recommended to set the 7" surface casing with 400 sacks of Halliburton Light containing 15 lb. salt and 1/4 lb. Flocele followed by 300 sacks of Class "C" with 2% CaCl₂. Cement to circulate back to surface.

Floating equipment should include a 7" Guide Shoe, insert float, and 1 lb. Weld-A.

PROCEDURE:

- 1. Run casing to TD with floating equipment consisting of a 7" Guide Shoe, a 7" Insert Float, and 1 1b. of Weld-A.
- Cement with 400 sacks of Halliburton Light with 15 lb. salt and 1/4 lb. Flocele per sack, followed by 300 sacks of Class "C" with 2% CaCl₂.

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Page 2' Mr. Dink Prather CHAPARRAL SERVICE, INC. June 17, 1980

COST ESTIMATE:

Pump service	\$ 757.00
Mileage	75.00
Plug	38.00
400 sks. HLC W/additives + 300 sks. ''C'' W/2%	CaCl ₂ 4,850.25
Guide shoe	102.00
Insert Float	92.00
Weld-A	8.15
TOTAL	\$ 5,922.40

The unit prices in this proposal are estimates only, based on current published prices. At the time materials are delivered and/or services performed, the unit prices may be changed by field operations depending upon the then current published prices, availability of equipment and materials, time factors or changes in well conditions.

We are pleased to have this opportunity to present this proposal for your consideration. If you accept our proposal, all materials and equipment furnished and services performed will be under our General Terms and Conditions and pursuant to our applicable Work Order Contract (whether or not executed by you). Copies of our General Terms and Conditions and applicable Work Order Contract will be furnished on request.

Prepared by $\cancel{4}$

Harold Foster Assistant District Superintendent Hobbs, New Mexico

HF/bh

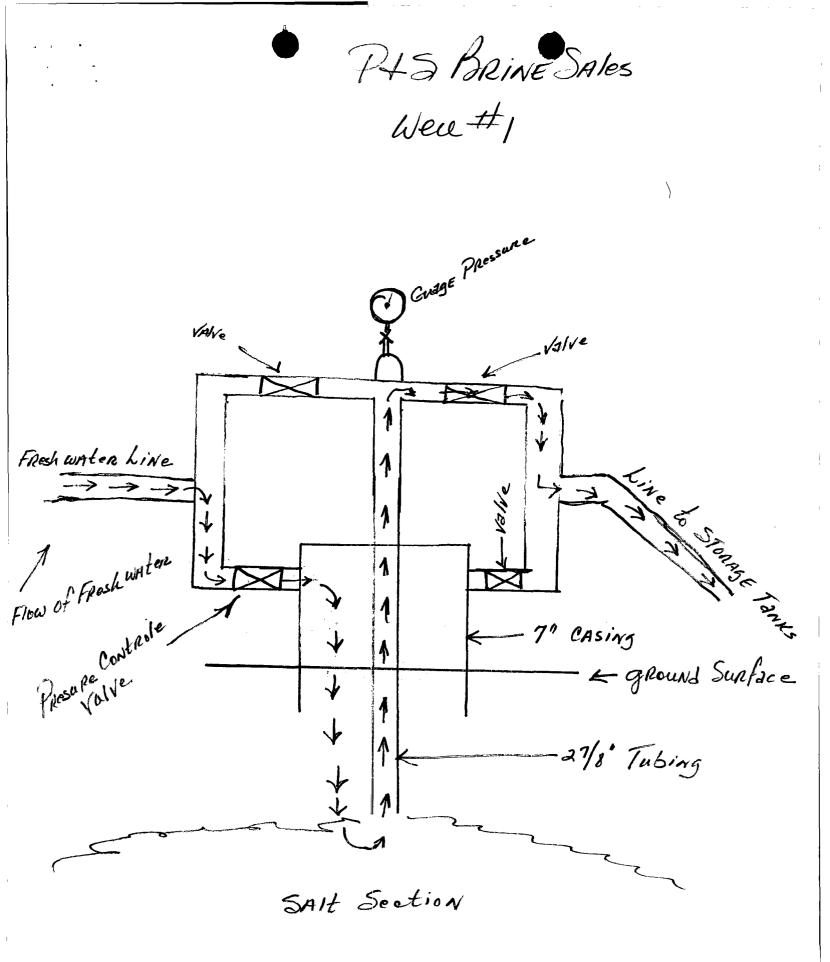
cc: Earl Stanley Leo Brown Norman Criswell Marvin Manley Phil Browning Byron Sprawls Buddy Redden Hobbs Sales

REMIT TO P. O. BOX 84737 - H-DALLAS, TEXAS 75284 INVOICE HALLIBURTON DIRECT ANY CORRESPONDENCE TO 820804 P. O. DRAWER 1431 PAGES NO 1660764 DUNCAN, OKLAHOMA 73533 STATE The . P. Mex Wate wall : LEA 80 BRIDE ि CHARGE TO USE S-BRINE Sales PES BRIDE P.D. BOX WEIT SERV. Hobbs 1015 Baber 20740 Eunice n. mex 88231 OCATIO ODE VULY 3 P & S BRINE SALES P.O. BOX 1075 EUNICE, NM 88231 660764 ocation BULK MATERIAL DELIVERY TICKET NO. B-85/142 OTAL ACID-30 DAYS Wate WELL •.* ww The and purpose of Job · . •. in+Ermediate NET CHARGED AFTER AN DAYS STATE TERMS: CODE UNITS 1 UNITS 2 UNIT SECONDARY REF. PRICE AMOUNT DESCRIPTION REFERENCE OR PART NO. PRICE LO QTY. MEAS. QTY. MEAS. 165 ١Ç MILEAGE 25 mi イト 25 000-117 1331 " Pump 737 cha 78 DO1-016 16 icA 40 030-015 7 IK plua wρ TOP 00 co Insert Flaat 101 15 815.19401 JYA 00 Buide 15 shoe 'sA 825.212 112 00 IZA -14 Weld 95 8 890,10802 15 350 Class 485 B 350 11091 C Cmt 31 50 504-050 1000 Ca Cl 18 Sr 509-406 126 00 CU. FT. SERVICE CHARGE ON MATERIALS RETURNED CU. FT. 764 .76 27664 500-207 n SERVICE CHARGE TOTAL WEIGHT LOADED 1 TON 55 ,58 33424 15 500-306 거2 37 MILES MILES TAX REFERENCES 338345 SUB TOTAL 800029 88 M TAX 126 ATISFACTORILY COMPLE 800045 30 TAX SATISFA CE OF PERSONNEL SATISF 3511 til. 63 TOTAL 7 Operator Customer or His Apont 19 A A 2 -

P4-S. BRINE SAle.

Weee #1

E 27/8" Tubing - C59. Size 7" K Top of Salt ZONE T.D. 1900' App Rox



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•				
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RCE	CALCIUM ('CA'')	DATE SAMPLED	ANALYSIS NO	
	Analysis		Mg/L *Meq/L	
· 1.	рН			
2.	H ₂ S (Qualitative)			
2. 3.	Specific Gravity			
3. 4.	Dissolved Solids			
4. 5.	Suspended Solids	<u></u>		
6. 7.	Phenolphthalein Alkalinity $(CaCO_3)$			
	Methyl Orange Alkalinity ($C_a C Q_3$)		 	НСО3
8. 9.	Bicarbonate (HCO ₃) Chlorides (Cl)	НСО3	÷ 61	
9. 10.		CI		
	Sulfates (SO4)	SO, Ca2		SO₁ Ca
11. 12.	Calcium (Ca) Magnesium (Mg)	10	<u>65</u> ÷12.2	
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14. 15.	Total Iron (Fe) Barium (Qualitative)			
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	Mg SO₄	Ca SO₄	68.07	
		Ca Cl ₂	55.50	
		Mg (HCO ₃) ₂	73.17	
Sat	uration Values Distilled Water 20°C Ca CO ₃ 13 Mg/L	Mg SO ₄	60.19	
	Ca SO, • 2H ₂ O 2,090 Mg/L	Mg Cl ₂	47.62	
	Mg CO ₃ 103 Mg/L	Na HCO3	84.00	
		Na ₂ SO ₄	71.03	

Respectfully submitted TRETOLITE COMPANY

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MPANY_P+BRINE SAle	ADDRESS	DATE: 7/15/8
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 pH H₂S (Qualitative) Specific Gravity Dissolved Solids Suspended Solids Suspended Solids Phenolphthalein Alkalinity (CaCO₃) Methyl Orange Alkalinity (CaCO₃) Bicarbonate (HCO₃) Bicarbonate (HCO₃) Chlorides (Cl) Sulfates (SO₄) Calcium (Ca) Magnesium (Mg) Total Hardness (CaCO₃) Barium (Qualitative) Circuit 	HCO ₃ CI SO ₄ Ca $32\sigma \cdot 0$ Mg $\frac{121}{85\sigma \cdot 0}$	$ \begin{array}{c}$
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ENERGY AND MINERALS DEPARTMENT OIL CONSERVATION DIVISION P. O. BOX 2088 SANTA FE, NEW MEXICO 87501 P. O. BOX 2088 SANTA FE, NEW MEXICO 87501 Solide OIL & Chis Leave No. S
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H. Disposition of Gas (Sold, used for fuel, vented, etc.) Test Wilnessed By 5. List of Attachmonts 6. I hereby certify that the information shown on both sides of this form is true and complete to the best of my knowledge and belief.
A, Disposition of Gas (Sold, used for fuel, vented, etc.) S. List of Attachments

EVINICE #1	
NVENTORY OF SOLUTION MINING WELLS OIL CONSERVATION DIVISION, 1981	ßı
.= please attach pertinent documents	
OPERATOR / LOCATION INFORMATION Equice # / Operator Pt 5 BRINE SALES Address BOX 1075 Equice NM 8823/ Phone	-
Well unit # D Location $\frac{30/5}{24z_7/E}$ T. $\frac{2}{R}$, $\frac{37}{Sec}$, $\frac{34}{24z}$, $\frac{35}{14}$, $\frac{14}{5w}$, $\frac{14}{14}$, $\frac{3}{3}$ County $\frac{1-5}{4}$ Purpose of well (brine supply, LPG storage, potash dissolution) $\frac{16}{16}$, $\frac{16}{14}$, $$	34
I. DRILLING / SITING INFORMATION Contractor <u>Babee Well Service</u> Date drilling started <u>7-1-80</u> Date drilling completed <u>7-17-80</u> Drilling method <u>Reference Ris</u> - Elevation of ground surface <u>3426.5</u> How measured Date measured <u>6-12-1980</u> Order of survey Name of surveyor <u>John W Mest</u> Total depth of hole <u>1816</u> ⁺	
Attach schematic of well ,include open hole interval, perforations, etc. * Type of drilling fluid Fresh water Type of drilling mud if used (brand if known) No Mud -	
List any additives to the drilling mud, or any other chemicals put down well: NonC Describe casing tests performed 7" 23 ⁻⁴⁴ Other tests	
Pitono · Teu.	

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INVENTORY OF SOLUTION MINING WELLS OIL CONSERVATION DIVISIC', 1981

= please attach pertinent documents

II. DRILLING / SITING (continued)

Casing, tubing, and cementing record (please attach copy)*

Note: if a copy is not available detail casing record on back of this sheet using the following format. Include brand or type of cement if known.

From	To	Size of	Size of	Weight per	Sacks of	Estimated
		Hole	Casing	Foot	Cement	Top of cmt.
Comparison de la comparis						

Was mudcake on bore wall removed before cementing production casing?
Was salt saturated cementing material used opposite salt formation?
Is site within 1/2 mile of another well? If so, use note to explain. you <u>Rowbard Tensking Co has Brine were due North</u> <u>append</u> 1/2 mile -
Site preparation (concrete pad, graded dirt, pit, etc) Tal Built with mining - a commun pits
μ
Type of surface seal or well-head (locking security cap, welded, etc.) 7 in were head with porm cap -
Comments (include problems encountered while drilling, loss of circulation, deviation of hole from vertical, centralizers used, tools lost or stuck, fracturing techniques used, etc.)
(use back of sheet if more space is required)

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Size of Hole Size of Casing Weight per Foot Sacks of Cement Estimated Top of cmt. From | To 834 P --3 murface 0 - 1200 7 Tuling 1700 6/4

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INVENTORY OF SOLUTION MINING WELLS OIL CONSERVATION DIVISION, 1981

= please attach pertinent documents

III. FORMATION INFORMATION

From	1T oT	nickness	Formation Rec	name, descrip	tion)	
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Identif	fy where la	ogs are on f	`ile			

INVENTORY OF SOLUTION MINING WELLS OIL CONSERVATION DIVISION, 1981

* = please attach pertinent documents

IV. AQUIFER INFORMATION

Aquifers encountered during drilling

TOM	То	Aquifer Description	Amount of Water entering hole	Quality of Water
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lote:	if wate	er quality analyses ar	e available please attach.	. *
Source	of aqui	fer description		
			ountered	
Source	of wate	er level data		
		ude information regar sealing off water zor	ding determination of pie: he)	

OIL CONSERVATION DIVISION, 1981 INVENTORY OF SOLUTION MINING WELLS = please attach pertinent documents PRODUCTION / BRINE STORAGE INFORMATION ۷. Method of production (describe fully) Pumping frech Wain denne. 7" cassing Bearing Ailune in the " " " adaing Was well used previously for some purpose other than brine supply, potash dissolution, or LPG storage. If so use note to explain. Use of brine for DRIA Rigs-Source of injection water (be specific) <u>Buying</u> Water for City Attach detailed production history (include dates of production, amount of water injected, injection rates, amount of brine produced, production rates, method of gaging injection/production rates)* Note: If the cavity was used for LPG storage include volumes of product injected and withdrawn as well as a summary of the maximum and minimum pressures during injection, storage and withdrawal. Chemical analyses of injection water (attach)* Note : Chemical analyses should include sampling point and method, pH, temperature, method of analysis, name and location of laboratory, etc. Chemical analyses of water produced (attach)* Lates of Parduction - almost every day Water injected - Veries -injection Rate - 1 BBla Min @ 200#. Amout Bini Tesduced - Veries -Production Rote - 1 Pakio per Micros. Woter purchased - Paris and

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VENTORY OF	
	SOLUTION MINING WELLS OIL CONSERVATION DIVISION, 1981
= please a	attach pertinent documents
PRODUCT	TION / BRINE STORAGE (continued)
	rage facilities (describe) <u>3 - 1000 BBLs Tanks</u>
	
Current co	ondition/status of brine storage pit
t	
<u></u>	·
Is brine s	storage pit currently being monitored for leakage?
Specify co	ompany or agency which is monitoring leakage
· .	
If pit lea	akage has been monitored in past use note to explain.
	on production history (note if production rates or brine
	on production history (note if production rates or brine tions have changed through time)
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INVENTORY OF SOLUTIO	N MINING WELLS	OIL CONSER	ATION DIVISION, 1981
*.= please attach pe	rtinent documents	;	,
			-
Date well abandone	d/plugged	were still	Producing -
Reason for well ab	andonment or plug	ging	
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VII. Further comment noted, natural sub			monitoring, leakage LPG storage data, etc.
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STATE OF NEW MEXICO

ENERGY AND MINERALS DEPARMENT OIL CONSERVATION DIVISION

BRUCE KING GOVERNOR LARRY KEHOE SECRETARY

June 27, 1980

POST OFFICE BOX 2088 STATE LAND OFFICE BUILDING SANTA FE. NEW MEXICO 87501 (505) 827-2434

Daniels Insurance P. O. Box 1258 Hobbs, New Mexico 88240

> Re: \$5,000 One-Well Plugging Bond P & S Brine Sale, Principal Hartford Accident & Indemnity Company, Surety 630 feet from South line and 2427 feet from East line, Sec. 34, T-31-S, R-38-E, Lea County Depth: 2,000 ft. Bond No. 4420776

Gentlemen:

The Oil Conservation Division hereby approves the above-captioned plugging bond effective June 13, 1980. We also acknowledge receipt of and approve the rider changing the location of the well as follows:

> 630' FSL and 2427' FEL of Sec. 34, T-21-S, R-37-E, Lea County.

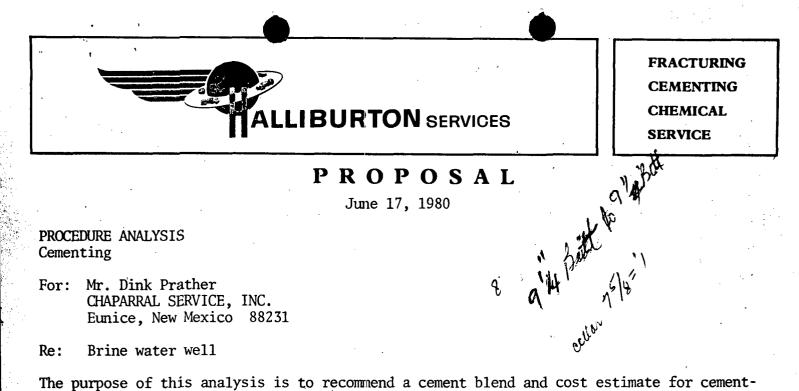
> > Sincerely,

JOE D. RAMEY, Director

JDR/dr

Oil Conservation Division cc: Hobbs, New Mexico

> **P & S** Brine Sales P. O. Box 1075 Eunice, New Mexico 88231



The purpose of this analysis is to recommend a cement blend and cost estimate for cementing the above captioned well.

WELL DATA: Surface

Depth - 2000 feet Hole - 8 1/2" Casing - 7" Excess - 100% Cement to circulate

RECOMMENDATION:

It is recommended to set the 7" surface casing with 400 sacks of Halliburton Light con-taining 15 lb. salt and 1/4 lb. Flocele followed by 300 sacks of Class "C" with 2% CaCl₂. Cement to circulate back to surface.

Floating equipment should include a 7" Guide Shoe, insert float, and 1 lb. Weld-A.

PROCEDURE:

- Run casing to TD with floating equipment consisting of a 7" 1. Guide Shoe, a 7" Insert Float, and 1 1b. of Weld-A.
- Cement with 400 sacks of Halliburton Light with 15 lb. salt and 2. 1/4 lb. Flocele per sack, followed by 300 sacks of Class "C" with 2% CaCl₂.

Page 2 Mr. Dink Prather CHAPARRAL SERVICE, INC. June 17, 1980

COST ESTIMATE:

Pump service		•	\$	757.00
Mileage				75.00
Plug				38.00
400 sks. HLC W/add	litives + 300	sks. "C" W/2%	CaCl ₂	4,850.25
Guide shoe			- .	102.00
Insert Float				92.00
Weld-A				8.15
TOTAL			¢	5,922.40
IUIAL			φ.	5,922.40

\$ 5,922.40

The unit prices in this proposal are estimates only, based on current published prices. At the time materials are delivered and/or services performed, the unit prices may be changed by field operations depending upon the then current published prices, availability of equipment and materials, time factors or changes in well conditions.

We are pleased to have this opportunity to present this proposal for your consideration. If you accept our proposal, all materials and equipment furnished and services performed will be under our General Terms and Conditions and pursuant to our applicable Work Order Contract (whether or not executed by you). Copies of our General Terms and Conditions and applicable Work Order Contract will be furnished on request.

Prepared by

Harold Foster Assistant District Superintendent Hobbs, New Mexico

HF/bh

cc: Earl Stanley Leo Brown Norman Criswell Marvin Manley Phil Browning Byron Sprawls Buddy Redden Hobbs Sales



THE REPRODUCTION OF

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FOLLOWING

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CANNOT BE IMPROVED

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 WARKENTIES, EARLESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR DIFFERVISE WHICH EXTEND BEYOND THOSE STATED IN THIS MARKENTIES, PRESENT PRESENT THAT I AM AUTH MERCENTED IN THESE OR DIFFERVISE WHICH EXTEND BEYOND THOSE STATED IN THE INTERPOLATION OF ALL PRESENT MARKENTIES, PRESENTED, OF MERCE. Halliburton's liability and Customer's exclusive remedy in any cause of action (whether, in contract, tort, bread of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials is expressly limited to the replacement of such products, supplies or materials is expressly limited to the replacement of such products, supplies or materials in their return to Halliburton or, at Halliburton's option, to the allowance to the Customer of credit for the cost of such items. In notevent she Halliburton be liable for special, incidental, indirect, punitive or consequential damages. Upon Customer's default in the payment of Customer's account 60 days after date of invoice, such account will thereafter be subject to interest until paid. the event it becomes necessary to employ an attorney to enforce collection of such account, Customer agrees to pay all collection costs and attorney fees in t amount of 20 per cent of the amount of the unpaid account. Halliburton shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a d authorized executive officer of Halliburton. 	USTOMER OR HIS AGENT STA As consideration, the above-name (a) To pay Halliburton in accord (b) Halliburton shall not be respo- (if, different from Customer), (if, different from Customer), (c) Customer shall be responsible losing control of the well and, (c) Customer shall be responsible to property (including, but no use of radioactive material in (c) Sustomer shall, at its risk an tools or instruments are not Halliburton makes no guarant (s) Customer shall, at its risk an tools or instruments are not Halliburton equipment, tools less such damage is caused to addition to the foregoing, be livery to Customer at the land (h) Because of the uncertainty of any	THIS COI ed Customer agrees: with the rates and ter onsible for and Custo , unless caused by the rising from subsurfact for and secure Hall /or a well blowout, un e for and secure Hall of limited to, injury to the well hole, unless ee of the effectiveness d expense, attempt recovered, Custome or instruments are co by the sole negligenc fully responsible for ling until returned to f variable well condit chart interpretation	NTRACT MUST BE S rms stated in Hallibur omer shall secure Hal a willful misconduct o e damage. Durton against any liat nless such loss or dam iburton against any liat operation performed burton against any li o the well), or any dai such damage shall be d so of the products, sup o recover any Halliburt tamaged in the well, of r shall pay Halliburt tamaged in the well, of the landing, unless su tions and the necessit	SIGNED BEFC ton's current p liburton again or gross neglige bility for reser- age is caused b ind all liability by Halliburtor lability for inju- mages whatsoe caused by the oplies or mater urton equipme on its replace Customer shall on the case of o any of Hallib ich loss or dam y of relying or	DRE WORM price lists. st any liabi- nce of Hall voir loss or by the willful rof whatson hereunder willful misson ials, nor of ant, tools on ment cost ipay Hallib equipment burton's equ- nage is cause n facts and	RODUCTS, i Is comme button, this damage, or p ul misconduc ever nature sath of perso conduct or gr the results o r instrument unless such l urton the les , tools or ins ipment, too ad by the sol supporting si	NCED age to prop provision a roperty da to or gross r for damage e, growing oss negliger f any treatr s which are oss is due t struments f ts or instru e negligence prvices furn	erty of Cust pplying to b mage resultin egligence of s as aresult an employee out of or in a nece of Hallib nent or servic blost in the so the sole or marine of placement cc or marine of ents which of Halliburd ished by oth	omer and of ut not limits g from subs Halliburton of subsurfac s of Hallibur iny way con urton. ce: well and If i egligence of set or the co berations, ct occurs at an ton. ers. Hallibur	the well own d to subsurfa virace pless trespass, or ten, or dama nected with t wich equipme Hallburton stof repairs t stof repairs t store shall y time after c ton is unable
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1. Outline th	ne acreage dedic	ated to the subject	well by colored	l pencil or hachure	marks on the plat below.
	han one lease n nd royalty).	a dedicated to the	Well, Outline eac	n and identify the	ownership thereof (both as to working
Interest a	ud royany).			•	
3. If more th	an one lease of	different ownership	is dedicated to t	the well, have the	interests of all owners been consoli-
dated by o	communitization,	unitization, force-p	ooling. etc?	• •	
				•	
Yes	No If	answer is "yes;" typ	pe or consolidation	00 <u></u>	· · · · · · · · · · · · · · · · · · ·
If enewer	in "no" list the	owners and tract d	escriptions which	h have actually he	een consolidated. (Use reverse side of
	if necessary.)			utuality be	
		ned to the well unti	all interests ha	ve been consolida	ted (by communitization, unitization.
					ts, has been approved by the Commis-
sion.	-	•		-	
			······		CERTIFICATION
	1		, i	· .	
•				2	I hereby certify that the information con-
•			NGINEER &		tained herein is true and complete to the
	i i		AL ATE		best of my knowledge and belief.
	ł			- 18	
	and the second		• 1 E	R	Name
		+-#	릴676_	- +=	Incine
	<u> </u>		200 1.0	o/\$	Position
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	l I		NW WW	5	Company
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		· · · · · · · · · · · · · · · · · · ·			
· · · · · · · · · · · · · · · · · · ·		·			I hernby certify that the well location
	1	4	- 1		shown on this plat was plotted from field
	1		. 1		notes of actual surveys made by me er
	1		· •		under my supervision, and thet the same
	. I		1	· .	is true and carrect to the best of my
	, • I .		i		knowledge and belief.
	+	+			
			1		
	l		· I		Date Surveyed June 12,1980
	1	Q	242	27'	JUNE 12, 1700 Registered Professional Engineer
	1	_			and/or Land Surveyor
	1	63(I L		All in A
	1			•.	Xoton WUnt
					Certificate No JOHR W. WEST 676 PATRICK A. RONERO 6468
330 860	190 1320 1650 T	980 2310 2640	2000 1800	1000 800 0	



POS BRINE St BW-02 # 1

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... ~ J lé s BW. 2 4/21/94 27-1-2-2-1180 #62



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fts BW.2 4/21/94 H7 21-1-2-2-1180 62



PES BW-2 4/21/94

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BW-022 4/21/94 4. PES

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P&S Brine Sales 1988 Dec. DP- 319 Tankage-



DP-319

Dec 1988

P& 5 Brine Sales Taukage/Permphouse



PÉ 5 Brine Sales DP-319 Spill Collection Pond

Dec 1988

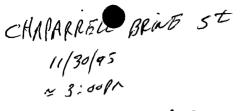


CHAPARRA BRINE St. JOU 30, = 3:00 PM TAKEN BY EVAYNE PRIZE NMOCD NNN-04QU 666



RW-02 #1





BY WAYNE PRIEF

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CHAPMRAE

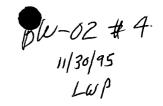
BW-02

SHOWS 3 DISCHANSE (OVERFLOW) LINES GOINS T' pit! 01233+01 NNN-15AU 000

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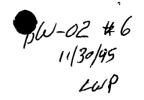
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• BW-02 # 7 11/30/95 LwP

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3W-02 #8 BURIED LINE DISCHARGES 14/30/95 LOBE OIL/ WATER ON to