United States Environmental Protection Agency

Region 6 - Enforcement & Compliance Assurance Division

INSPECTION REPORT

Inspection Date(s):	06/06/2022	
Media Program:	Water	
Regulatory Program(s)	CAFO	
Company Name:	**River Valley Dairy**	
Facility Name:	**River Valley Dairy**	
Facility Physical Location:	1400 Lechuga Road (32.110882, -106.638361)	
(city, state, zip code)	Vado, New Mexico 88072	
Mailing address:	P.O. Box 1929 (Bonestroo) P.O. Box 14060 (Abercrombie)	
(city, state, zip code)	Anthony, NM 88021 Las Cruces, NM 88013	
County/Parish:	Dona Ana	
Facility Phone Number	None – dairy closed 5/2018	
Facility Contact:	Bonestroo / Abercrombie	Former Owner / Owner
	rabercrombie57@gmail.com, monstruoracing@yahoo.com	
FRS Number:	110022751743	
Identification/Permit Number:	NMG010023	
Media Identifier Number:	N/A	
NAICS:	112120	
SIC:	0241	

Personnel participating in inspection:		
Robert Abercrombie	River Valley Dairy	Owner
Juan Ibarra	EPA R6/6ECAD-WA	Inspector
Lucas Bomar	EPA R6/6ECAD-WA	Inspector

EPA Lead Inspector Signature/Date	JUAN IBARRA Digitally signed by JUAN IBARRA DN: c=US, o=U.S. Government, ou=Environmental Protection Agency, cn=JUAN IBARRA, 0.9.2342.19200300.100.1.1=68001003637961 Date: 2022.07.15 10:11:25 -05'00'	
	{Inspector name}	Date
Supervisor Signature/Date	Esteban Herr	7/13/2022
	{Supervisor name}	Date

Section I – INTRODUCTION

PURPOSE OF THE INSPECTION

EPA Region 6 inspectors Juan Ibarra and Lucas Bomar arrived at River Valley Dairy at 0926 on June 6, 2022, for an announced inspection. The inspection was announced the week prior to the inspection due to Covid precautions, and a prior knowledge that the dairy had closed and was not operating. We met with Mr. Robert Abercrombie/owner of River Valley Dairy at the Opening Conference. I presented my credentials to Mr. Abercrombie and informed him that this was an EPA inspection to determine the facility's compliance status with the requirements of the Clean Water Act (CWA) and the National Pollutant Discharge Elimination System (NPDES) Concentrated Animal Feeding Operation (CAFO) regulations stipulated within the facility's EPA Region 6 CAFO general permit. The scope of the inspection included a compliance evaluation of the facility's closed site operations, including lagoon maintenance and the manure management requirements of the permit. For biosecurity purposes, the inspectors toured the site on foot and wore over-boots.

FACILITY DESCRIPTION

The former owner of River Valley Dairy, Mr. Bruce Bonestroo, reported to the inspectors by phone during the inspection (he was not present at the site) that he closed the dairy in approximately May 2018. Mr. Bonestroo did not file a Notice of Termination (NOT) with EPA when he closed the dairy and ceased operations, nor did he file a Notice of Change (NOC) when he sold the property to Mr. Abercrombie. Mr. Bonestroo later reported by text message (to Juan Ibarra) on 6/17/2022 that he filed for bankruptcy in about 2013, but that he did not have any records available to document that court filing. Mr. Bonestroo's EPA CAFO permit expired 8/31/2021 but has been administratively continued.

Mr Abercrombie said that he purchased the 198.6-acre property on 10/27/2021 for the purpose of obtaining the ground-water rights which he stated amounted to 209 acre-feet for commercial ground water, plus another 50 acre-feet of agricultural ground water. He does not plan to reopen the site as a dairy.

EPA issued an Administrative Order on 9/17/2021 (CWA-06-2021-1780) for failure to submit annual reports from 3/31/2016 to 3/31/2021. This AO was preceded by a Notice of Potential Violation Opportunity to Confer (NOPVOC) issued on 6/11/2021 for the failure to submit the annual reports.

Section II - OBSERVATIONS

There were no cattle or livestock present at the facility at the time of the inspection. However, significant amounts of manure solids were seen within the HDPE lined process wastewater lagoon that used to serve the milking parlor. Additionally, the cattle pens had significant quantities of mounded cattle manure which was present in the pens throughout the facility. It appeared that no manure solids removal had been done at the lined process wastewater lagoon or the cattle pens as part of a site closure when the dairy shut down in 2018. Lesser amounts of manure solids were seen within the storm water lagoon that captured runoff from the most northern cattle pens (open lots) that are located immediately east of the storm water runoff lagoon.

Section III – AREAS OF CONCERN

The following Areas of Concern (AOC) were noted during the inspection:
AOC 1: The dairy was closed and the accumulated manure in the process wastewater lagoon, storm water lagoon, and the pens and pastures were abandoned (see the attached photolog in Appendix 1). The former owner, Mr. Bruce Bonestroo, did not submit a NOT when he ceased all dairy operations in approximately May 2018. The facility did not notify EPA of the dairy closure as required in Part III.B. of the permit.

AOC 2: The owner did not notify EPA of a Change in Ownership as required in Part I.H. of the permit when he sold the property to Mr. Abercrombie on 10/27/2021. As a note, Mr. Bonestroo and Mr. Abercrombie entered into an agreement that states that Mr. Bonestroo would continue the required New Mexico Environment Department Ground Water Bureau (NMED-GWB) remediation of the River Valley Dairy site after the sale of the property as shown in the Hold Harmless Agreement dated 8/27/2021 and contained within Appendix 2 (not a signed copy).

AOC 3: The owner failed to submit the required annual reports from 3/31/2016 to 3/31/2021 as required by Part V. of the permit. This violation was described within the EPA issued Administrative Order issued on 9/17/2021 (CWA-06-2021-1780).

EPA Region 6 inspectors Juan Ibarra and Lucas Bomar conducted a closing conference with Mr. Abercrombie at the River Valley Dairy inspection at approximately 1130 on 6/6/2022. During the closing conference, the inspectors reviewed the Areas of Concern noted during the inspection.

Section IV – FOLLOW UP

Following the inspection, Jaben Richards of the NMED-GWB was contacted to determine the current status of the River Valley Dairy NMED-GWB permit. Mr. Richards stated that the State had been in contact with the new owner, and that they were monitoring the levels of ground water contamination for nitrates at two of the dairies monitoring wells. Mr. Richards also stated that they would monitor the ground water for a period of perhaps two years before making a determination as to whether NMED-GWB will close the ground water permit. I informed Mr. Richards of the current condition of the site and will provide NMED with the inspection report. Appendix 3 contains an NMED monitoring well site map, the most recent ground water monitoring well data from wells 4 and 6 taken on 2/7/2022, and a historical list of monitoring well analytical results for River Valley Dairy.

Additionally, following the inspection, I took additional photos from an off-site location of the manure piles on the southern side of the dairy pens on 6/9/2022, and then obtained permission from Mr. Abercrombie to go on-site again on 6/10/2022 to take additional photographs of the manure piles within the pens that had been left by the previous owner.

Section V – LIST OF APPENDICES

Appendix 1 – Photo Log – 14 photos taken 06/06/2022, 06/09/2022, and 06/10/2022, and one DigitalGlobe aerial with location of significant photos
Appendix 2 – Hold Harmless Agreement
Appendix 3 – NMED-GWB aerial map with monitoring well locations, ground water monitoring well sampling from 2/7/2022 for wells 4 and 6, historical monitoring well analytical results for River Valley Dairy

Appendix 1

Photograph Log and Site Aerial
With Locations of Significant Photographs

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 1

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0725.JPG
Date of Photo: 06/06/2022
Time of Photo: 1028
Photographer: Lucas Bomar
Description: A large pile of manure was placed into a cattle pen located just south of the old milking parlor. The manure solids are within the watershed of the storm water runoff control structure (RCS). The view is toward the south-southwest.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 2

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0726.JPG
Date of Photo: 06/06/2022
Time of Photo: 1033
Photographer: Lucas Bomar
Description: After the dairy shut down in approximately May 2018, all the cattle pens were left without having been scrapped, and large piles of manure were left within most of the pens. This view is representative of the general condition of the pens throughout the facility. The view is toward the south-southwest.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 3

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0727.JPG
Date of Photo: 06/06/2022
Time of Photo: 1042
Photographer: Lucas Bomar
Description: The clay lined storm water lagoon located to the west of the most northern cattle pens with approximately 3' of freeboard. The lagoon base has dried manure solids as seen in the background. Weeds have grown in the lagoon as well. The view is toward the northwest.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 4

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0728.JPG
Date of Photo: 06/06/2022
Time of Photo: 1046
Photographer: Lucas Bomar
Description: The HDPE lined process wastewater lagoon (RCS) located to the southeast of the clay lined storm water RCS. Although the dry lagoon has approximately 5' of freeboard, it is full of dried solids which need to be removed and appropriately land applied. Note that numerous piles of manure are seen in the background, which are stored in open cattle pens and pastures that are located south and southeast of the two lagoons and are not stored within the watershed of the lagoons. The view is toward the south-southeast.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 5

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0729.JPG
Date of Photo: 06/06/2022
Time of Photo: 1056
Photographer: Lucas Bomar
Description: The fence around the process wastewater lagoon is down and sand has been pushed over the side of the liner. The view is toward the southeast.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 6

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0730.JPG
Date of Photo: 06/06/2022
Time of Photo: 1056
Photographer: Lucas Bomar
Description: The south side of the lagoon has a large tear in the liner.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 7

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0731.JPG
Date of Photo: 06/06/2022
Time of Photo: 1059
Photographer: Lucas Bomar
Description: The northeast side of the lagoon has another tear in the liner.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 8

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0732.JPG
Date of Photo: 06/06/2022
Time of Photo: 1100
Photographer: Lucas Bomar
Description: The northeast side of the lagoon has a significant amount of sand overtopping the embankment and entering the lagoon. The view is toward the west.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 9

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0733.JPG
Date of Photo: 06/06/2022
Time of Photo: 1108
Photographer: Lucas Bomar
Description: The Mesquite Drain irrigation ditch that is located approximately 60’ west of the storm water lagoon is dry at the time of the inspection. The Mesquite Drain is protected from the storm water lagoon by an elevated embankment. The view is toward the north.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 10

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0755.JPG
Date of Photo: 06/09/2022
Time of Photo: 1108
Photographer: Lucas Bomar
Description: Piles of manure kept in the pens that are located outside of the watershed of an RCS, and at the far south side of the dairy. The view is toward the southwest.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 11

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0756.JPG
Date of Photo: 06/09/2022
Time of Photo: 1108
Photographer: Lucas Bomar
Description: Piles of manure kept in the pens that are located outside of the watershed of an RCS, and at the south side of the dairy's pole shades. The view is toward the west.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 12

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0757.JPG
Date of Photo: 06/09/2022
Time of Photo: 1112
Photographer: Lucas Bomar
Description: Piles of manure kept in the pastures that are located outside of the watershed of an RCS, and at the most southern side of the dairy. The view is toward the south.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 13

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0758.JPG
Date of Photo: 06/10/2022
Time of Photo: 0942
Photographer: Lucas Bomar
Description: An overview of the dairy site taken from just east of the milking parlor (not shown but located to the right of the photo). The view is toward the south.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 14

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

Photo File Name: DSCN0759.JPG
Date of Photo: 06/10/2022
Time of Photo: 0956
Photographer: Lucas Bomar
Description: A view of the far south dairy pens that do not discharge runoff into any of the RCSs, taken from the most southern pole shade. Note the significant accumulation of manure piles contained within the pens and open pastures. The view is toward the south.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 15

Location: River Valley Dairy		
City: Vado	County: Dona Ana	State: New Mexico

River Valley Dairy – DigitalGlobe aerial from 2/27/2022
Locations of Significant Photographs

Appendix 2

Hold Harmless Agreement Between Mr. Bonestroo and Mr. Abercrombie

Exhibit A

ENVIRONMENTAL REMEDIATION AND HOLD HARMLESS AGREEMENT

This Environmental Remediation and Hold Harmless Agreement ("Agreement") is made and executed as of the 27th day of October, 2021, by and among Robert Calvin Abercrombie (collectively "Buyer") and River Valley Dairy, LLC, (collectively "Seller"), a New Mexico (State) corporation.

RECITALS:

WHEREAS, Buyer has agreed to buy from Seller sell the property located at 1400 Lechuga Rd. .Vado, NM 88072 ("Property") as more fully described in Exhibit B to Farm and Ranch Purchase Agreement fully executed on 2nd day of August, 2021.

WHEREAS, Seller has disclosed to Buyer that contamination has been detected in and around the Property as well as in underground water (the "Site") and that Seller has reported such contamination to New Mexico Environmental Department ("NMED") for the purposes of this Agreement, the term contamination refers to soil, groundwater or soil vapor that has been impacted with the release of dairy, feedlot, transportation and other related activities conducted by Seller and/or predecessor to Seller during ownership of said property.

WHEREAS, by Abatement Agreement dated 7th day of November, 2014 by and between River Valley Dairy, LLC and New Mexico Environmental Department- Groundwater Quality Bureau shall serve as the basis of this agreement.

WHEREAS, the investigation and cleanup of the Site is ongoing;

WHEREAS, Buyer is willing to close on the purchase of the property without NMED closing the Abatement Case for said remediation, provided that Seller will continue to address the Abatement Plan as filed with NMED as well as address any additional site contamination until such time as no further action is required and NMED issues a written statement to that effect ("Notification that Abatement Requirements have been satisfied from NMED ");

WHEREAS, Seller agrees it will retain all legal and financial obligations associated with NMED and to obtain Notification that Abatement Requirements have been satisfied from NMED so long as the use and zoning of the property remains as it is currently, such that the remediation of the property will be to industrial related standards and not to residential or any more restrictive standards; and

WHEREAS, Buyer agrees it will not attempt to change the zoning or use of the Property to allow for any alternate or additional use, if any exists, or do anything that would require remediation to a higher requirement based on land use by NMED.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals**

a. The recitals set forth above are true and correct and incorporated herein by this reference.

2. **Remediation of Contamination**.

a. Seller is solely responsible for the investigation and remediation of the Contamination in accordance with all applicable statutes and regulations through the receipt of Notification that Abatement Requirements have been satisfied from NMED. Seller shall perform the work necessary to obtain Notification that Abatement Requirements have been satisfied from NMED in a timely manner so as to obtain Notification that Abatement Requirements have been satisfied from NMED at the earliest opportunity. The continuing obligations may include placing a deed restriction on the property prohibiting the installation of groundwater wells, change of zoning, special use and or any other variation of use of said property. Such deed restriction could be removed if risks to human health were addressed to allow for land use different from its current industrial use. The Seller's responsibility is solely limited to obtaining Notification that Abatement Requirements have been satisfied from NMED applying industrial standards. Seller will not be responsible for cleaning up the Site to a residential or other standard more restrictive than the industrial standard currently being applied. Should the property be rezoned residential or alternate standard from current use or put any use on the property that would trigger a residential or other alternate standard of cleanup, either before or after Notification that Abatement Requirements have been satisfied from NMED is obtained, this agreement will become null and void and all financial responsibility for obtaining a Notification that Abatement Requirements have been satisfied from NMED will transfer to the Buyer and Buyer will indemnify Seller for any and all costs incurred of any kind.

3. **Access.**

a. Buyer hereby grants to Seller and its employees, agents, contractors, and subcontractors' access to the Property for the limited purpose of responding to the NMED Groundwater Quality Bureau. Seller shall perform its activities in such a manner as to limit interference with operations by Buyer on the Property. Seller shall not perform any activities on the Property without at least 24-hour notice to Buyer and the written consent of Buyer as to their nature and scope, such consent not to be unreasonably withheld. Buyer agrees to limit interference with and to not conduct activities that would adversely affect the Sellers activities on the property. Buyer also grants Seller and its employees, agents,

contractors, and subcontractors the right to storage of water and soil derived during investigation and remediation activities for a period of no greater than 90 days from the date the material is generated. Such storage would be in drums or roll-off dumpsters or at an impermeable surface agreed to in writing by Buyer and Seller at least 24 hours in advance and would be conducted in coordination with Buyer as to minimize disruption to the Buyers use of the property.

4. Indemnification

a. Seller hereby agrees to protect, indemnify, defend, release and hold Buyer harmless from and against, and reimburse as the indemnified party on demand for, any and all losses, costs, liabilities (including strict liabilities), claims (including Environmental Claims), damages, expenses (including reasonable attorneys' fees incurred in connection with enforcing this provision), penalties or fines of any kind whatsoever paid, incurred or suffered by, or asserted against, any Buyer by any Person in connection with, arising out of or resulting in any way whatsoever from:

i. the presence, Release or threatened Release of any Hazardous Material at or from the Property, on or before the Transition Date; or
ii. the breach of any representation, warranty, covenant or agreement contained in this Agreement because of any act, omission, event or condition existing or occurring on or before the Transition Date; or
iii. any violation or potential violation, on or before the Transition Date, of any Environmental Requirement in effect on or before the Transition Date, regardless of whether any act, omission, event or circumstance giving rise to the violation constituted a violation at the time of the occurrence or inception of such act, omission, event or circumstance; or
iv. any Environmental Claim related to any, act, omission, event or condition existing or occurring in connection with the use or occupancy of the Property at any time on or before the Transition Date; or
v. the filing or imposition of any environmental lien against the Property;
vi. and regardless of whether any matter set forth in the foregoing Subsections (i) through (v) was caused by buyer, a prior owner of the Property, or any other Person whatsoever. Such indemnity shall not apply, however, to a particular Indemnified Party to the extent that the subject of the indemnification is or was caused by or arises out of the sole or gross negligence or willful misconduct of that particular Indemnified Party.

b. Upon demand by a Buyer, Seller shall diligently defend any Environmental Claim which relates to the Property or is threatened or commenced against such Indemnified Party, all at Seller own cost and expense and by counsel to be approved by Buyer in the exercise of its reasonable judgment. In the alternative, Buyer may elect, at any time and for any reason, to conduct its own defense through counsel selected by Buyer and at the sole cost and expense of Seller.

c. Seller, hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the Buyer in the event of a transfer of the ownership, control or possession of a facility for which an

abatement plan is required or approved, where the transferor is a responsible person, the transferee also shall be considered a responsible person for the duration of the abatement plan and may jointly share the responsibility to conduct the actions required by this Part with other responsible persons. The transferor shall notify the transferee in writing, at least thirty (30) days prior to the transfer, that an abatement plan has been required or approved for the facility and shall deliver or send by certified mail to the secretary a copy of such notification together with a certificate or other proof that such notification has in fact been received by the transferee. The transferor and transferee may agree to a designated responsible person who shall assume the responsibility to conduct the actions required by this Part. The responsible persons shall notify the secretary in writing if a designated responsible person is agreed upon. If the secretary determines that the designated responsible person has failed to conduct the actions required by this Part, the secretary shall notify all responsible persons of this failure in writing and allow them thirty (30) days, or longer for good cause shown, to conduct the required actions before issuing a compliance order pursuant to Section 20.6.2.1220 NMAC.

5. Release

a. Seller hereby releases and forever discharges, and covenants not to sue, each Indemnified Party from any and all claims, injuries, demands, costs, penalties, attorneys' fees, costs of litigation and causes of action of any kind whatsoever, now or hereafter in existence, known or unknown, which Seller may have against any Buyer and which are related to events, omissions or circumstances arising from or related to the Property or matters addressed in this Agreement.

6. Notice.

a. All notices and other communications required or permitted hereunder shall be in writing and shall be delivered by hand or sent by email with confirmation by emailed response (with hard copy to follow), or sent, postage prepaid, by registered, certified or express mail, or reputable overnight courier service and shall be deemed given so delivered by hand or facsimile, or if mailed, when received as follows:

If to SELLER:	Bruce Bonestroo River Valley Dairy, LLC PO Box 1929 Anthony, NM 88021
With a copy to:	Bruce Bonestroo monstruoracing@yahoo.com
If to BUYER:	Robert Abercrombie PO Box 14060 Las Cruces, NM 88013 (575) 635-6008

With a copy to: Robert Abercrombie
robert@grindellromero.com

or to such other address or addresses as Seller, or Buyer may hereafter designate by like notice.

11. **Miscellaneous**.

a. Assignment. This Agreement shall not be assigned by any party hereto without obtaining the prior written consent of the other parties, which consent shall not be unreasonably withheld.

b. Successors and Assigns. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

c. Amendments. This Agreement may be amended only by a written instrument duly executed by all the parties hereto.

d. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

e. Severability. If any provision of this Escrow Ament or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

f. Headings. The headings contained in this Agreement are for reference only and shall in no way affect the construction of or effect of any of the terms, covenants, or conditions hereof.

g. Controlling Law. This Agreement and each and all of the terms, covenants and conditions hereof shall be interpreted in accordance with and governed in all respects by the internal laws of the State of New Mexico.

h. Attorneys' Fees. In the event of any action between the parties arising out of this Agreement the non-prevailing party in such action shall pay the prevailing party's attorneys' fees incurred in such action.

i. Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

12. Binding Effect

a. The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement in the manner prescribed by law as of the Effective Date.

BUYER:

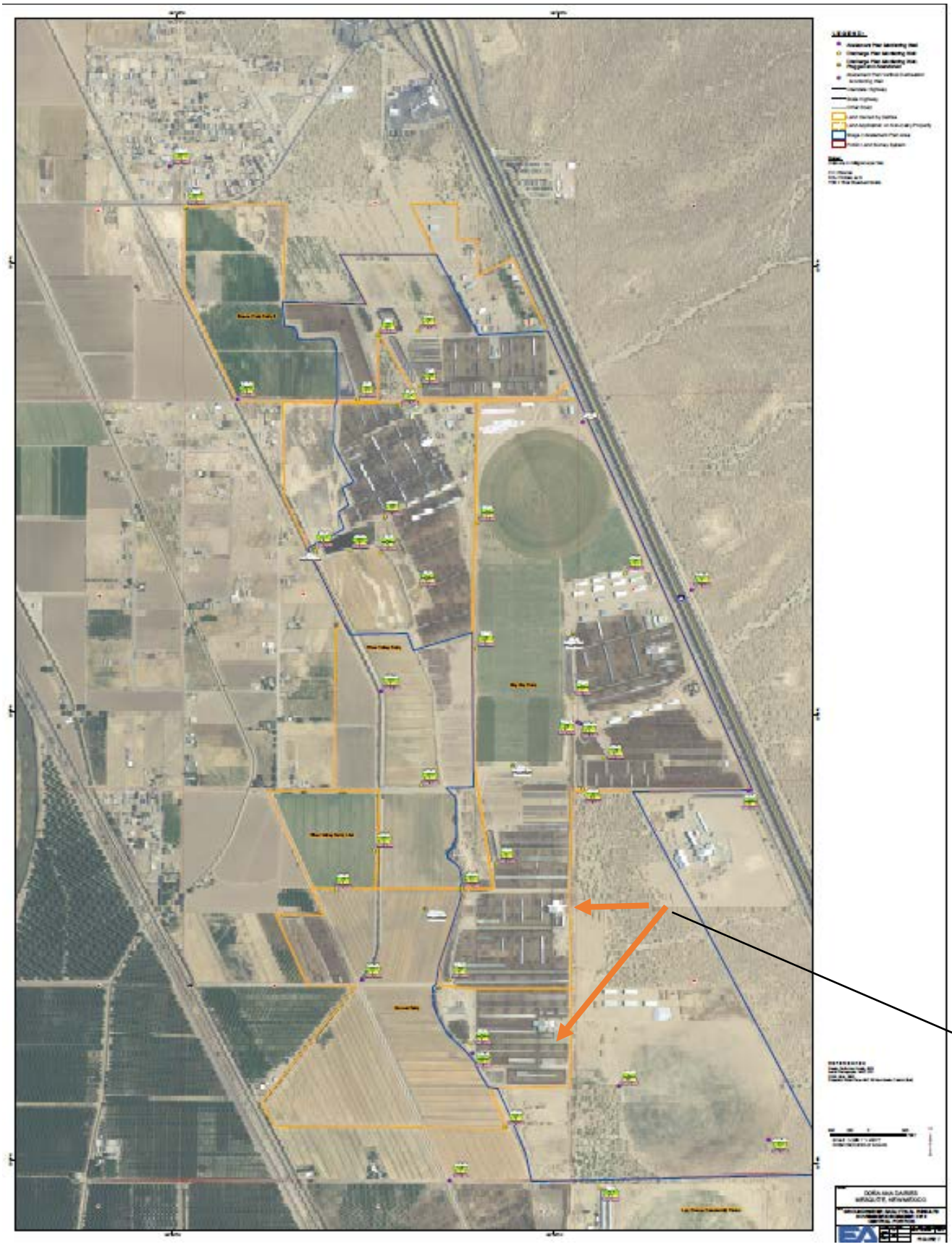
_____ Date: _____
Robert Calvin Abercrombie

SELLER:

_____ Date: _____
River Valley Dairy, LLC
Managing Member

Appendix 3

NMED-GWB Site Aerial of Monitoring Well Locations
River Valley Dairy Monitoring Well 4 and 6 sample results from 2/7/2022
Historical Monitoring Well Data for River Valley Dairy



River Valley Dairy location shown at end of arrows

Abercrombie Monitoring Well 4 and 6 Sample Results from 2/7/2022

12695 Leasburg St. Pk. Rd.
Las Cruces NM

Aqua Environmental Testing Lab, LLC
dba AET Lab - NM Lab # 1201

Phone: 575-526-0871
E-mail: aetlab1201@centurylink.net

CHEMICAL ANALYSIS SUBMITTAL & CUSTODY FORM

Lab personnel will complete shaded areas.
Clients please fill in and check all other areas as needed.

Lab Sample Number(s): LC020722-C1

System Name: X #6 | Date Received: 2-7-22 | Time Received: 1445

Contact Person: Robert Abercrombie | Received By: Jose Rosales | Analyzed By:

Mailing Address: | Client ID: | Sample Matrix:

Phone: X 575-635-6008 E-mail: X RAbercrombe57@gmail | Condition Upon Receipt

Permit No.(PWSS/NPDES/DP/LWP):

Sample Location: X 14100 Lechuga rd Vado NM

Sample Site:

Date Collected: X 2-7-22 | Time Collected: X 1:00 pm

Collected By: | Transported By:

Type of System		Sample Type		Analysis Requested		Analysis Requested	
	Community/Municipal		Drinking water		Alkalinity		pH/Temp
	Industrial/Commercial	X	Wastewater		Ammonia (NH_3-N)		Phosphate (PO_4-P)
	Non-Community		Monitoring well		BOD (5-day)		Sulfate (SO_4)
X	Private		Agricultural water		Chloride (Cl^-)		Sulfide (S^{2-})
	Other:		Other:		Chlorine (Cl_2)		TKN
Special Testing Panels					COD		TDS/Cond/Salinity
	Water Quality: pH, TDS/Cond/Salinity, Hardness, Turbidity				Copper		TDS (Gravimetric)
	Taste&Odor: Alkalinity, Sulfide/Sulfate, Iron, Manganese				Hardness (as $CaCO_3$)		TSS (Gravimetric)
	Contaminates: Copper, Phosphate, Nitrate				Iron		~~HEAL~~
	Septic Tank Check: BOD, TSS, TKN, NH_3-N, NO_3-N, NO_2-N				Manganese		~~Minerals: Ca K Mg Na~~
Comments				X	Nitrate (NO_3-N)		~~Fluoride (F_2)~~
					Nitrite (NO_2-N)		~~Lead (Pb)~~
					Other (specify):		

12695 Leasburg St. Pk. Rd.
Las Cruces NM 88007

Aqua Environmental Testing Lab, LLC
dba AET Lab - NM Lab # 1201

Phone: 575-526-0871
E-mail: aetlab1201@centurylink.net

CHEMICAL ANALYSIS SUBMITTAL & CUSTODY FORM

Lab personnel will complete shaded areas.
Clients please fill in and check all other areas as needed.

Lab Sample Number(s): LC020722-C2

System Name: #4 | Date Received: 2-7-22 | Time Received: 1445

Contact Person: Robert Abercrombie | Received By: Jose Rosales | Analyzed By:

Mailing Address: | Client ID: | Sample Matrix:

Phone: 575-635-6008 E-mail: RAbercrombe57@gmail | Condition Upon Receipt

Permit No.(PWSS/NPDES/DP/LWP):

Sample Location: 14100 Lechuga rd Vado NM

Sample Site:

Date Collected: 2-7-22 | Time Collected: 1:30 pm

Collected By: | Transported By:

Type of System		Sample Type		Analysis Requested		Analysis Requested	
	Community/Municipal		Drinking water		Alkalinity		pH/Temp
	Industrial/Commercial	X	Wastewater		Ammonia (NH_3-N)		Phosphate (PO_4-P)
	Non-Community		Monitoring well		BOD (5-day)		Sulfate (SO_4)
X	Private		Agricultural water		Chloride (Cl^-)		Sulfide (S^{2-})
	Other:		Other:		Chlorine (Cl_2)		TKN
Special Testing Panels					COD		TDS/Cond/Salinity
	Water Quality: pH, TDS/Cond/Salinity, Hardness, Turbidity				Copper		TDS (Gravimetric)
	Taste&Odor: Alkalinity, Sulfide/Sulfate, Iron, Manganese				Hardness (as $CaCO_3$)		TSS (Gravimetric)
	Contaminates: Copper, Phosphate, Nitrate				Iron		~~HEAL~~
	Septic Tank Check: BOD, TSS, TKN, NH_3-N, NO_3-N, NO_2-N				Manganese		~~Minerals: Ca K Mg Na~~
Comments				X	Nitrate (NO_3-N)		~~Fluoride (F_2)~~
					Nitrite (NO_2-N)		~~Lead (Pb)~~
					Other (specify):		

Aqua Environmental Testing Laboratory
NM Lab # 0701 - 103 Via Aguila Ruidoso NM 575-336-1107 aetlab@windstream.net
NM Lab #1201 - 12695 Leasburg St Pk Rd Las Cruces NM 575-526-0871 aetlab1201@centurylink.net

WATER CHEMISTRY REPORT

Client: Robert Abercrombie		**Phone:** 575-635-6008 **Email:** rabercrombie57@gmail.com
Collected: 2-7-22 / 1300	**Received:** 2-7-22 / 1445	**Date Analyzed:** 2-11-22
Collector: RA	**Received By:** JR	**Analyst:** CJG
Sample Location: 1400 Lechuga Rd Vado NM	**Sample Site:** Well #6	**PWSS No.:** N/A
Sample Lab #: LC020722-C1	**Sample Type:** Private Water	**Note:** -

Test	Result	Method Used	Method Reference	Detection Limit	Primary MCL[1]	Secondary Standard
Nitrate NO_3-N	**6.50 ppm[2]**	Spectr[3]	353.2*	0.01 ppm	**10 ppm**	-

[1]MCL = Maximum Contaminant Level as established by the US EPA for drinking water.
[2]ppm = parts per million = mg/L
[3]Spectrophotometric method
[4]Below Detection Limit
[5]µS/cm = microSiemens/centimeter = 1/µohm*cm
[6]ppt = parts per thousand = g/L
[7]Nephelometric Turbidity Unit
[8]ppb= parts per billion = µg/L

*US EPA Method
**Standard Methods for the Examination of Water and Wastewater, 21st Edition, 2005

Report By: _____ **Date:** 2-14-22

Aqua Environmental Testing Laboratory
NM Lab # 0701 - 103 Via Aguila Ruidoso NM 575-336-1107 aetlab@windstream.net
NM Lab #1201 - 12695 Leasburg St Pk Rd Las Cruces NM 575-526-0871 aetlab1201@centurylink.net

WATER CHEMISTRY REPORT

Client: Robert Abercrombie		**Phone**: 575-635-6008 **Email:** rabercrombie57@gmail.com
Collected: 2-7-22 / 1330	**Received:** 2-7-22 / 1445	**Date Analyzed:** 2-11-22
Collector: RA	**Received By:** JR	**Analyst:** CJG
Sample Location: 1400 Lechuga Rd Vado NM	**Sample Site:** Well #4	**PWSS No.:** N/A
Sample Lab #: LC020722-C2	**Sample Type:** Private Water	**Note:** -

Test	Result	Method Used	Method Reference	Detection Limit	Primary MCL[1]	Secondary Standard
Nitrate NO_3-N	**8.50 ppm[2]**	Spectr[3]	353.2*	0.01 ppm	**10 ppm**	-

[1]MCL = Maximum Contaminant Level as established by the US EPA for drinking water.
[2]ppm = parts per million = mg/L
[3]Spectrophotometric method
[4]Below Detection Limit
[5]µS/cm = microSiemens/centimeter = 1/µohm*cm
[6]ppt = parts per thousand = g/L.
[7]Nephelometric Turbidity Unit
[8]ppb= parts per billion = µg/L

*US EPA Method
**Standard Methods for the Examination of Water and Wastewater, 21st Edition, 2005

Report By: _____ **Date:** 2-16-22

Historical Monitoring Well Data for River Valley Dairy

TABLE 5. DISCHARGE PLAN MONITORING WELL GROUNDWATER ANALYTICAL RESULTS
DONA ANA DAIRIES, DONA ANA COUNTY, NEW MEXICO

Monitoring Well	Date Sampled	Nitrate as N (mg/l)	TKN (mg/l)	Chloride (mg/l)	TDS (mg/l)
74-05	20-Nov-19	14	<2.0	540	2,080
	13-Aug-19	14	<2.0	580	2,100
	21-May-19	15	<2.0	580	2,160
	1-Mar-19	15	<2.0	590	2,140
	16-Nov-18	14	<2.0	560	2,070
	29-Aug-18	14	<2.0	560	2,890
	23-May-18	14	<2.0	580	2,110
	19-Feb-18	14	<2.0	570	2,100
	14-Nov-17	12.0	<0.0500	539	1,860
	16-Aug-17	12.7	<0.0500	561	1,950
	26-May-17	13.4	<0.0501	590	2,140
	24-Feb-17	12.8	<0.300	568	2,080
	15-Nov-16	12.0	<0.937	560	2,020
	25-Aug-16	14.7	<0.937	455	2,040
	25-May-16	15.6	<2.24	533	2,010
	18-Feb-16	15.3	2.24	569	2,040
	12-Nov-15	15.4	<1.18	561	2,020
	24-Aug-15	22.7	<1.18	505	2,040
	20-May-15	20.0	<1.18	495	1,960
	16-Feb-15	16.9	<1.80	504	1,840
	20-Nov-14	17.3	<1.80	493	1,890
	21-Aug-14	18.8	<1.8	464	1,880
	21-May-14	19.8	<1.80	452	1,860
	25-Feb-14	18.3	<1.66	506	1,960
	19-Nov-13	18.4	<1.66	493	1,840
	22-Aug-13	18.8	4.2	497	1,980
	16-May-13	17.5	<1.66	469	1,860
	20-Feb-13	17.8	<1.72	470	1,870
	14-Nov-12	17.0	<1.72	219	1,900
	10-Aug-12	18.0	<1.72	463	1,800
	3-May-12	18.0	<1.72	421	1,900
	8-Feb-12	17.4	<2.17	442	1,960
	3-Nov-11	17.9	<2.17	442	960
	29-Jul-11	23.3	<2.17	449	2,000
	26-Apr-11	21.5	<2.17	446	1,900
	25-Jan-11	16.5	<2.17	446	1,940
	17-Sep-10	17.6	<10.0	439	1,880
	29-Jun-10	32	<1.0	520	2,070
	24-Mar-10	23.2	ND	620	1,960
	14-Dec-09	15.9	ND	600	1,924
	1-Sep-09	25.2	ND	540	1,964
	2-Jun-09	10.8	ND	560	2,068
	3-Mar-09	33.2	ND	535	2,038
River Valley Dairy					
167-01	13-Aug-14	Not Sampled			
	23-May-14	Not Sampled			
	28-Feb-14	Not Sampled			
	10-Dec-13	Not Sampled			
	27-Aug-13	<0.164	10.5	290	1,260
	17-May-13	Not Sampled			
	20-Feb-13	Not Sampled			
	15-Nov-12	Not Sampled			
	14-Aug-12	Not Sampled			
	2-May-12	Not Sampled			
	30-Jan-12	Not Sampled			
	2-Nov-11	Not Sampled			
	25-Jul-11	Not Sampled			
	28-Apr-11	<0.500	3.92	720	2,960
	20-Jan-11	Not Sampled			
	27-Sep-10	1.55	9.94	731	2,540
	28-Jun-10	Not Sampled			
	5-Mar-10				
	15-Jan-10				
	14-Sep-09				
	2-Jun-09				
	15-Mar-09				

TABLE 5. DISCHARGE PLAN MONITORING WELL GROUNDWATER ANALYTICAL RESULTS
DONA ANA DAIRIES, DONA ANA COUNTY, NEW MEXICO

Monitoring Well	Date Sampled	Nitrate as N (mg/l)	TKN (mg/l)	Chloride (mg/l)	TDS (mg/l)
167-01A	10-Dec-19	<1.0	<1.0	480	2,430
	15-Nov-17	0.213	0.379	325	1,930
	16-Aug-17	0.510	<0.300	493	2,540
	23-May-17	0.223	0.680	519	2,540
	27-Feb-17	0.168	0.974	553	2,660
	15-Nov-16	1.18	<0.937	540	2,600
	30-Aug-16	0.386	<0.937	596	5,980
	24-May-16	0.933	<2.24	587	2,900
	17-Feb-16	<0.194	<1.18	703	2,960
	16-Nov-15	<0.194	<1.18	669	2,920
	24-Aug-15	0.216	<1.18	698	2,980
	20-May-15	1.18	<1.18	693	3,020
	16-Feb-15	1.18	<1.80	669	3,070
	20-Nov-14	1.65	19.6	539	3,260
	4-Sep-14	2.52	<1.80	652	3,070
	23-May-14	1.59	2.80	666	2,860
	28-Feb-14	2.03	<1.66	656	2,820
	10-Dec-13	2.35	2.80	643	2,720
	26-Aug-13	4.84	10.5	907	3,610
	17-May-13	4.83	<1.66	794	3,420
	20-Feb-13	1.10	<1.72	845	3,360
	15-Nov-12	4.02	<1.72	778	3,440
	14-Aug-12	1.78	4.20	888	3,260
	2-May-12	2.55	1.82	781	3,180
	30-Jan-12	2.54	3.50	755	2,940
	2-Nov-11	11.2	4.62	1,080	3,620
	25-Jul-11	2.13	3.92	943	3,330
	28-Apr-11	4.03	<2.17	1,030	3,710
	20-Jan-11	1.26	2.1	968	5,100
	22-Sep-10	1.40	3.36	1,010	3,470
	28-Jun-10	6.07	1.1	1,050	3,710
	5-Mar-10	9.3	0.8	1,040	3,605
	15-Jan-10	5.3	0.5	1,090	3,590
	14-Sep-09	13.4	0.6	1,040	3,530
	2-Jun-09	13.7	0.7	980	3,505
	15-Mar-09	22.2	0.2	740	3,130
167-02	10-Dec-19	2.8	<1.0	780	2,350
	15-Nov-17	7.86	<0.300	818	2,460
	16-Aug-17	7.76	<0.300	800	2,400
	23-May-17	4.69	<0.0501	707	2,220
	27-Feb-17	3.63	<0.300	701	2,280
	15-Nov-16	2.32	<0.937	539	1,990
	30-Aug-16	<0.305	<0.937	540	1,690
	24-May-16	0.370	<2.24	521	1,680
	17-Feb-16	<0.194	<1.18	486	1,560
	16-Nov-15	Dry			
	24-Aug-15	Dry			
	20-May-15	Dry			
	16-Feb-15	0.878	<1.80	435	1,360
	20-Nov-14	Dry			
	4-Sep-14	0.928	<1.80	455	1,580
	18-Jun-14	Dry			
	28-Feb-14	Dry			
	10-Dec-13	Dry			
	23-Aug-13	Dry			
	17-May-13	Not Sampled			
	20-Feb-13	Not Sampled			
	15-Nov-12	Not Sampled			
	14-Aug-12	Not Sampled			
	30-Jan-12	Not Sampled			
	2-Nov-11	<0.500	3.64	432	650
	25-Jul-11	Dry			
	28-Apr-11	<0.500	2.94	500	1,910
	20-Jan-11	0.716	< 2.05	546	1,840
	22-Sep-10	<0.846	<10.0	610	2,100
	28-Jun-10	Not Sampled			
	5-Mar-10				
	15-Jan-10				
	14-Sep-09				
	2-Jun-09				
	28-Apr-08	7.0	0.3	780	2,580

TABLE 5. DISCHARGE PLAN MONITORING WELL GROUNDWATER ANALYTICAL RESULTS
DONA ANA DAIRIES, DONA ANA COUNTY, NEW MEXICO

Monitoring Well	Date Sampled	Nitrate as N (mg/l)	TKN (mg/l)	Chloride (mg/l)	TDS (mg/l)
167-03	9-Dec-19	10	<2.0	440	1,960
	15-Nov-17	9.61	<0.300	445	1,680
	17-Aug-17	10.4	<0.300	456	1,830
	25-May-17	9.52	<0.300	431	1,820
	27-Feb-17	8.12	<0.300	428	1,880
	15-Nov-16	8.38	6.25	429	1,790
	31-Aug-16	9.94	<0.937	465	1,840
	25-May-16	10.8	<2.24	442	1,940
	17-Feb-16	10.5	<1.18	470	1,830
	16-Nov-15	12.7	1.68	497	2,000
	25-Aug-15	13.3	<1.18	496	2,020
	20-May-15	12.6	<1.18	478	1,940
	18-Feb-15	10.3	<1.80	429	1,940
	24-Nov-14	16.2	<1.80	529	2,080
	4-Sep-14	17.1	<1.80	534	2,220
	23-May-14	16.6	2.80	440	2,200
	28-Feb-14	15.4	<1.66	516	2,140
	10-Dec-13	17.6	<1.66	578	2,310
	26-Aug-13	19.0	2.80	587	2,440
	20-May-13	16.7	<1.66	543	2,140
	21-Feb-13	13.0	<1.72	500	1,950
	15-Nov-12	15.0	<1.72	503	2,150
	14-Aug-12	16.6	<1.72	500	2,350
	2-May-12	17.5	<1.72	499	2,220
	27-Jan-12	21.0	<2.17	572	2,250
	2-Nov-11	22.0	<2.17	564	2,150
	25-Jul-11	18.5	6.16	543	2,250
	28-Apr-11	17.1	<2.17	508	2,210
	20-Jan-11	13.2	2.24	467	1,880
	22-Sep-10	9.19	<10.0	472	2,120
	28-Jun-10	20.4	<5.0	567	2,310
	5-Mar-10	18.4	<0.3	610	2,265
	15-Jan-10	13.7	0.6	620	2,015
	14-Sep-09	23.1	0.4	590	2,240
	2-Jun-09	25.0	0.5	680	2,515
	15-Mar-09	30.9	0.2	760	2,615
167-04	9-Dec-19	22	<5.0	1,100	3,690
	15-Nov-17	23.7	<0.300	982	3,280
	17-Aug-17	26.3	<0.300	1,010	3,640
	25-May-17	23.2	<0.300	956	3,490
	27-Feb-17	24.0	<0.300	973	3,620
	15-Nov-16	24.4	6.25	811	3,540
	30-Aug-16	25.0	<0.937	1,020	3,560
	24-May-16	25.9	<2.24	949	3,760
	17-Feb-16	27.4	<1.18	998	3,740
	16-Nov-15	27.2	1.68	952	3,410
	25-Aug-15	27.0	<1.18	1,040	3,860
	21-May-15	25.4	<1.18	1,050	3,740
	18-Feb-15	27.7	<1.80	823	3,450
	24-Nov-14	29.0	<1.80	908	3,520
	4-Sep-14	25.1	<1.80	1,040	4,210
	22-May-14	26.5	18.2	1,010	3,600
	3-Mar-14	25.1	2.10	1,180	4,080
	10-Dec-13	23.8	2.10	1,190	4,070
	26-Aug-13	25.5	6.30	1,090	3,900
	17-May-13	4.40	<1.66	796	4,170
	20-Feb-13	21.9	<1.72	1,320	4,660
	15-Nov-12	7.77	<1.72	1,150	4,380
	14-Aug-12	23.2	2.10	1,110	4,540
	2-May-12	18.6	13.6	1,050	4,020
	27-Jan-12	15.6	3.50	1,500	4,840
	2-Nov-11	Not Sampled - insufficient water to sample			
	26-Jul-11	19.3	4.62	1,270	4,560
	28-Apr-11	7.95	73.1	1,610	4,960
	20-Jan-11	Not Sampled			
	28-Jun-10				
	5-Mar-10				
	15-Jan-10				
	14-Sep-09	6.7	0.4	1,630	5,240
	2-Jun-09	8.5	0.4	1,525	5,045
	15-Mar-09	16.4	0.2	1,570	5,210

TABLE 5. DISCHARGE PLAN MONITORING WELL GROUNDWATER ANALYTICAL RESULT
DONA ANA DAIRIES, DONA ANA COUNTY, NEW MEXICO

Monitoring Well	Date Sampled	Nitrate as N (mg/l)	TKN (mg/l)	Chloride (mg/l)	TDS (mg/l)
167-05	10-Dec-19	6.2	<1.0	810	2,910
	15-Nov-17	2.56	0.573	852	3,190
	17-Aug-17	3.61	<0.300	831	3,390
	25-May-17	3.93	1.01	767	3,100
	28-Feb-17	3.35	2.88	785	3,220
	16-Nov-16	3.57	1.70	765	3,340
	30-Aug-16	2.94	<0.937	806	3,400
	24-May-16	5.43	<2.24	741	3,220
	17-Feb-16	4.42	<1.18	732	2,960
	13-Nov-15	4.28	4.48	763	3,140
	25-Aug-15	3.40	2.10	756	3,100
	21-May-15	6.62	1.40	688	2,880
	19-Feb-15	4.97	<1.80	671	3,080
	20-Nov-14	2.62	<1.80	747	3,360
	3-Sep-14	4.16	<1.80	709	3,240
	23-May-14	3.62	3.50	764	3,010
	3-Mar-14	2.25	<1.66	818	3,180
	10-Dec-13	1.58	3.50	886	3,290
	26-Aug-13	4.54	3.50	767	3,400
	17-May-13	23.3	<1.66	1,120	3,140
	21-Feb-13	3.73	<1.72	842	3,360
	19-Nov-12	2.31	<1.72	805	3,480
	14-Aug-12	1.48	<1.72	1,630	3,220
	2-May-12	3.50	2.24	777	3,180
	30-Jan-12	4.40	<2.17	808	3,140
	2-Nov-11	3.89	3.64	782	2,560
	26-Jul-11	4.41	3.22	792	3,070
	28-Apr-11	12.9	2.80	976	3,630
	20-Jan-11	3.53	2.52	748	2,980
	23-Sep-10	2.70	<10.0	758	2,820
	28-Jun-10	4.07	<1.0	789	2,930
	5-Mar-10	2.9	<0.3	960	2,945
	15-Jan-10	1.8	<0.3	380	715
	14-Sep-09	1.9	0.4	890	2,970
	2-Jun-09	1.8	0.9	850	3,005
	15-Mar-09	4.6	0.2	910	3,230
167-06	9-Dec-19	16	<2.0	590	2,400
	15-Nov-17	15.0	<0.300	565	2,230
	17-Aug-17	15.9	<0.300	589	2,220
	25-May-17	16.9	<0.300	570	2,330
	27-Feb-17	16.3	<0.300	571	2,330
	15-Nov-16	15.3	<0.937	354	2,310
	30-Aug-16	17.0	<0.937	608	2,380
	24-May-16	17.4	<2.24	607	2,440
	17-Feb-16	18.8	<1.18	633	2,400
	13-Nov-15	19.5	<1.18	650	2,550
	24-Aug-15	20.2	<1.18	642	2,620
	20-May-15	19.7	<1.18	649	2,490
	16-Feb-15	19.1	<1.80	591	2,580
	20-Nov-14	21.1	<1.80	702	2,900
	4-Sep-14	22.8	4.20	689	2,820
	22-May-14	22.8	4.20	726	2,660
	28-Feb-14	22.1	<1.66	707	2,620
	10-Dec-13	20.8	6.30	744	2,740
	26-Aug-13	29.0	2.10	757	2,740
	20-May-13	23.9	<1.66	704	2,620
	20-Feb-13	22.8	<1.72	725	2,660
	19-Nov-12	23.7	<1.72	718	2,980
	14-Aug-12	25.1	<1.72	677	2,910
	2-May-12	27.2	<1.72	688	2,480
	30-Jan-12	29.1	<2.17	754	2,880
	2-Nov-11	35.7	<2.17	716	3,390
	25-Jul-11	35.0	5.32	702	2,640
	28-Apr-11	35.4	<2.17	676	2,790
	20-Jan-11	29.6	2.38	634	2,560
	22-Sep-10	19.8	<10.0	655	2,630
	28-Jun-10	34.8	2.35	687	2,700
	5-Mar-10	30.9	<0.3	730	2,730
	15-Jan-10	26.2	0.4	750	2,755
	14-Sep-09	40.4	<0.3	700	2,680
	2-Jun-09	31.5	0.4	790	2,715
	15-Mar-09	36.2	0.7	730	2,715

TABLE 5. DISCHARGE PLAN MONITORING WELL GROUNDWATER ANALYTICAL RESULT
DONA ANA DAIRIES, DONA ANA COUNTY, NEW MEXICO

Monitoring Well	Date Sampled	Nitrate as N (mg/l)	TKN (mg/l)	Chloride (mg/l)	TDS (mg/l)
167-07	9-Dec-19	<1.0	9.8	100	2,030
	15-Nov-17	0.114	<0.300	130	1,340
	17-Aug-17	0.119	<0.300	143	1,460
	23-May-17	0.120	<0.0501	140	1,210
	27-Feb-17	0.107	1.07	118	1,050
	15-Nov-16	1.26	<0.937	107	1,080
	30-Aug-16	<0.305	<0.937	123	1,370
	24-May-16	0.131	<2.24	93.6	1,460
	17-Feb-16	<0.0387	2.80	128	1,480
	13-Nov-15	<0.0387	<1.18	124	1,350
	24-Aug-15	<0.194	<1.18	542	4,990
	20-May-15	<0.0470	<1.18	206	1,540
	19-Feb-15	<0.0137	<1.80	196	1,600
	20-Nov-14	<0.126	<1.80	258	2,300
	4-Sep-14	<0.126	<1.80	609	5,680
	23-May-14	<0.187	<1.80	209	1,490
	28-Feb-14	<0.213	2.10	229	1,540
	10-Dec-13	0.960	6.30	233	1,770
	26-Aug-13	2.00	4.20	681	4,770
	17-May-13	<0.0420	<1.66	319	1,840
	20-Feb-13	<0.246	<1.72	446	3,640
	15-Nov-12	<0.0595	<1.72	498	3,280
	14-Aug-12	<0.114	4.06	1,160	6,090
	2-May-12	0.0285	<1.72	367	1,890
	30-Jan-12	<0.500	<2.17	411	1,850
	2-Nov-11	<0.500	<2.17	366	2,460
	25-Jul-11	<1.00	3.50	446	4,400
	28-Apr-11	<0.500	<2.17	292	1,750
	20-Jan-11	0.448	2.10	239	1,280
	22-Sep-10	0.0400	2.10	268	1,590
	28-Jun-10	<0.5	<2.0	287	1,600
	5-Mar-10	0.16	<0.3	370	1,650
	15-Jan-10	<0.03	<0.3	250	2,065
	14-Sep-09	0.19	<0.3	390	1,700
	2-Jun-09	0.11	0.4	740	2,575
	15-Mar-09	0.11	0.2	1,090	3,165
167-08	10-Dec-19	<1.0	<1.0	570	2,230
	15-Nov-17	0.478	0.591	1,190	6,860
	17-Aug-17	1.28	<0.300	1,190	3,650
	25-May-17	0.277	0.587	1,070	3,570
	28-Feb-17	1.06	1.14	1,100	3,670
	16-Nov-16	0.903	<0.937	1,010	3,530
	31-Aug-16	<0.305	<0.937	1,000	3,300
	25-May-16	<0.305	<2.24	761	3,000
	17-Feb-16	<0.194	<1.18	1,050	3,480
	23-Nov-15	<0.194	<1.18	699	2,460
	25-Aug-15	Bailer Down Well -Not Sampled			
	21-May-15	<0.0470	<1.18	733	2,680
	24-Feb-15	<0.0137	2.10	729	2,960
	24-Nov-14	<0.126	<1.80	944	3,020
	4-Sep-14	<0.126	<1.80	726	2,840
	27-May-14	<0.187	2.10	777	2,920
	4-Mar-14	1.02	<1.66	884	3,090
	10-Dec-13	Not Sampled			
	27-Aug-13	Not Sampled			
	21-May-13	1.13	<1.66	723	2,820
	25-Feb-13	0.895	<1.72	827	2,640
	15-Nov-12	Well Damaged - Not Sampled			
	14-Aug-12	0.192	<1.72	788	2,860
	2-May-12	0.399	<1.72	744	2,580
	30-Jan-12	<0.500	<2.17	805	2,440
	2-Nov-11	1.93	<2.17	759	2,520
	26-Jul-11	3.77	4.20	779	3,030
	28-Apr-11	3.74	<2.17	793	2,740
	20-Jan-11	<0.239	2.10	764	2,640
	23-Sep-10	0.250	<10.0	756	2,720
	28-Jun-10	5.51	<0.5	804	2,990
	5-Mar-10	5.5	<0.3	830	2,750
	15-Jan-10	0.84	<0.3	720	2,530
	14-Sep-09	2.9	0.3	640	2,380
	2-Jun-09	2.1	0.6	750	2,785
	15-Mar-09	3.2	0.2	740	2,710

TABLE 5. DISCHARGE PLAN MONITORING WELL GROUNDWATER ANALYTICAL RESULTS
DONA ANA DAIRIES, DONA ANA COUNTY, NEW MEXICO

Monitoring Well	Date Sampled	Nitrate as N (mg/l)	TKN (mg/l)	Chloride (mg/l)	TDS (mg/l)
167-09	10-Dec-19	<1.0	<1.0	790	2,750
	15-Nov-17	0.289	0.631	1,050	2,510
	17-Aug-17	0.561	<0.300	874	2,940
	25-May-17	0.819	<0.300	748	2,830
	27-Feb-17	0.722	1.00	631	2,540
	15-Nov-16	0.991	<0.937	491	2,620
	30-Aug-16	<0.305	<0.937	670	2,680
	24-May-16	1.54	<2.24	631	2,570
	17-Feb-16	<0.194	<1.18	576	2,500
	13-Nov-15	<0.194	<1.18	627	2,400
	25-Aug-15	2.30	1.40	563	2,480
	21-May-15	4.15	<1.18	602	2,440
	19-Feb-15	5.42	<1.80	719	2,710
	20-Nov-14	6.31	2.80	683	2,830
	3-Sep-14	10.5	<1.80	680	2,980
	23-May-14	10.1	3.50	721	2,800
	3-Mar-14	6.49	<1.66	756	2,840
	10-Dec-13	3.82	4.90	777	2,980
	27-Aug-13	6.24	5.60	772	3,320
	17-May-13	10.7	<1.66	726	3,050
	21-Feb-13	4.51	<1.72	959	3,580
	19-Nov-12	12.8	<1.72	979	3,560
	14-Aug-12	8.47	2.10	916	3,760
	2-May-12	14.5	<1.72	1,070	4,000
	30-Jan-12	13.2	2.80	1,010	3,590
	3-Nov-11	7.53	8.40	988	3,590
	26-Jul-11	<1.00	3.78	736	2,300
	28-Apr-11	<0.500	2.38	467	2,140
	20-Jan-11	0.0147	<2.05	429	2,160
	24-Sep-10	0.0300	<10.0	432	1,500
	28-Jun-10	<0.5	<1.0	491	2,160
	5-Mar-10	0.05	<0.3	580	2,150
	15-Jan-10	<0.03	<0.3	500	2,250
	14-Sep-09	<0.03	<0.3	530	2,055
	2-Jun-09	0.04	0.7	540	2,205
	15-Mar-09	0.07	0.2	630	2,400
Big Sky Dairy					
833-01	5-Aug-17	Plugged and Abandoned			
	31-May-17	Dry			
	1-Mar-17	Dry			
	17-Nov-16	Dry			
	29-Aug-16	Dry			
	27-May-16	Dry			
	22-Feb-16	Dry			
	18-Nov-15	Dry			
	27-Aug-15	Dry			
	21-May-15	Dry			
	25-Feb-15	Dry			
	25-Nov-14	Dry			
	25-Aug-14	Dry			
	27-May-14	Dry			
	4-Mar-14	Dry			
	6-Nov-13	Dry			
	29-Aug-13	Dry			
	21-May-13	Dry			
	26-Feb-13	Dry			
	19-Nov-12	Dry			
	15-Aug-12	Dry			
	7-May-12	Dry			
	15-Feb-12	Dry			
	1-Nov-11	Dry			
	21-Jul-11	Dry			
	29-Apr-11	Not Sampled - insufficient water to sample			
	24-Jan-11	33.6	4.20	997	3,100
	23-Sep-10	29.1	<10.0	881	3,300
	28-Jun-10	1.7	1.8	180	790
	23-Mar-10	28.3	0.7	1,025	2,640
	14-Dec-09	21.8	ND	975	2,800
	31-Aug-09	15.3	ND	999	2,894
	1-Jun-09	8.6	ND	1,030	2,382
	2-Mar-09	37.1	ND	1,070	3,750