

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
23rd Navajo Nation Council --- Third Year, 2017

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE RENEWAL OF RIGHT-OF-WAY TO NEW MEXICO GAS COMPANY, INC. FOR THE "2" NATURAL GAS DISTRIBUTION LINE TO DZILTH-NA-O-DITH-HLE COMMUNITY GRANT SCHOOL, HEALTH CENTER, AND NAVAJO HOUSING AUTHORITY LOCATED ON NAVAJO NATION TRUST LANDS IN THE HUERFANO CHAPTER VICINITY, NAVAJO NATION (SAN JUAN COUNTY, NEW MEXICO)

Section One. Authority

Pursuant to 2 N.N.C. §501 (B) (2), the Resources and Development Committee of the Navajo Nation Council has authority to grant final approval of all land withdrawals, non-mineral leases, permits, licenses, rights-of-way, surface easements and bonding requirements on Navajo Nation lands and unrestricted (fee) land. This authority shall include subleases, modifications, assignments, leasehold encumbrances, transfers, renewals, and terminations; and

Section Two. Findings

A. The New Mexico Gas Company, Inc., P.O. Box 97500, Albuquerque, New Mexico 87199, has submitted a Right-of-Way renewal application for a 2" natural gas distribution line on, over and across Navajo Nation Trust Lands in Huerfano Chapter vicinity, Navajo Nation (San Juan County, New Mexico) attached hereto and incorporated herein as **Exhibit "A."**

B. The existing Right-of-Way is described in maps attached hereto and incorporated herein as **Exhibit "B"**.

C. The Resources and Development Committee hereby finds that waiving consideration is in the best interest of the Navajo Nation as the natural gas distribution line will benefit Navajo Nation residents.

D. The application for the Right-of-Way as submitted by the New Mexico Gas Company has been reviewed by the General Land Development Department; Fish and Wildlife; Historic Preservation; Minerals; Navajo Nation Environmental Protection; Division of Natural Resources and the Department of Justice and found "Sufficient" or "Approved" by all. See **Exhibit "D."**

Section Three. Approval

A. Resources and Development Committee of the Navajo Nation Council hereby approves the Renewal of Right-of-Way to New Mexico Gas Company, Inc., P.O. Box 97500, Albuquerque, New Mexico 87199, has submitted a Right-of-Way renewal application for A 2" natural gas distribution line on, over and across Navajo Nation Trust Lands in Huerfano Chapter vicinity, Navajo Nation (San Juan County, New Mexico). The location is more particularly described on the survey map attached hereto as **Exhibit "C."**

B. The Resources and Development Committee of the Navajo Nation Council hereby waives the consideration of \$18,513.21 because the grant of right-of-way will provide services to the Navajo Nation in the vicinity of the Huerfano Chapter.

C. The Resources and Development Committee of the Navajo Nation Council hereby approves the Right-of-Way subject to, but not limited to, the following terms and conditions attached hereto and incorporated herein as **Exhibit "E"**.

D. The Resources and Development Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to affect the intent and purpose of this resolution.

CERTIFICATION

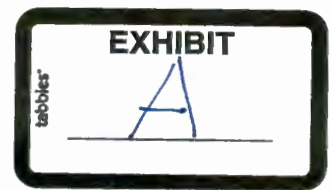
I, hereby certify that the following resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at Black Mesa Chapter House, Black Mesa, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, 1 abstained on this 11th day of July, 2017.



Alton Joe Shepherd, Chairperson
Resources and Development Committee
of the 23rd Navajo Nation Council

Motion: Honorable Walter Phelps
Second: Honorable Davis Filfred

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS



RIGHT-OF-WAY APPLICATION MUST IDENTIFY (§169.102(A)):

1. Applicant Name and Address: New Mexico Gas Company, Inc.
7120 Wyoming Boulevard NE, Suite 20, Albuquerque, NM 87109
2. Tract(s) or parcel(s) affected by the right-of-way: NW ¼ Section 19
3. General location (easement description): T25 N, R09W, NMPM, San Juan County, NM
4. Purpose: Navajo Trust Lands Right-of-Way renewals: ENA School area 2" Distribution
line servicing Dzilth-na-o-dith-hle Community Grant School, Dzilth-na-o-dith-hle Health
Center and Navajo Housing Authority
5. Term (Renewal, if applicable): 20 Year Term
6. Identify ownership of permanent improvements associated with the right-of-way and the responsibility for constructing, operating, maintaining, and managing; or removal of permanent improvements under §169.105:

REQUIRED SUPPORTING DOCUMENTS (§169.102(B)):

1. Accurate legal description of the right-of-way, its boundaries, and parcels associated with the right-of-way:
2. A map of definite location of the right-of-way; (CFR 169.102((b) (2); survey plat signed by professional surveyor or engineer showing the location, size, and extent of the ROW and other related parcels, with respect to each affected parcel of ~~individually owned land, tribal land, or BIA land~~ and with reference to the public surveys under 25 U.S.C. § 176, 43 U.S.C. § 2 AND § 1764, and showing exiting facilities adjacent to the proposed project.)
3. Bond(s), insurance, and/or other security meeting the requirements of § 169.103;
4. Record of notice that the right-of-way was provided to all Indian landowners;
5. Record of consent that the right-of-way meets the requirements of §169.107, or a statement documenting a request for a right-of-way without consent under §169.107(b);
6. If applicable, a valuation meeting the requirements of §§ 169.110, 112, 114;

7. With each applicant if the applicant is a corporation, limited liability company, partnership, joint venture, or other legal entity, except a tribal entity, information such as organizational documents, certificates, filing records, and resolutions, demonstrating that:
 - a. The representative has authority to execute the application;
 - b. The right-of-way will be enforceable against the applicant; and
 - c. The legal entity is in good standing and authorized to conduct business in the jurisdiction where the land is located.
8. Current environmental and archaeological reports, surveys, and site assessments.
as needed to facilitate compliance with applicable Federal and tribal environmental and land use requirements;
9. If required, a statement from the appropriate tribal authority that the proposed right-of-way is
In conformance with applicable tribal law.

THE APPLICANT FURTHER STIPULATES AND EXPRESSLY AGREES AS FOLLOWS:

To conform and to abide by all applicable requirements with respect to the right-of-way herein Applied for. The applicant agrees to conform to and abide by the rules, regulations, and requirements contained in the *Code of Federal Regulations*, Title 25 Indians, Part 169, as amended, and by reference includes such rules, regulations and requirements as a part of this application to the same effect if the same were herein set out in full.

Applicant Point of Contact Information:

Name: Curtis Winner
Address: 7120 Wyoming Boulevard NE, Suite 20, Albuquerque,
State: NM Zip: 87109
Phone: 505-697-3639 FAX: 505-697-4481
Email: CJWinner@tecoenergy.com

Date: 10/13/16

APPLICANT: New Mexico Gas Company, Inc.

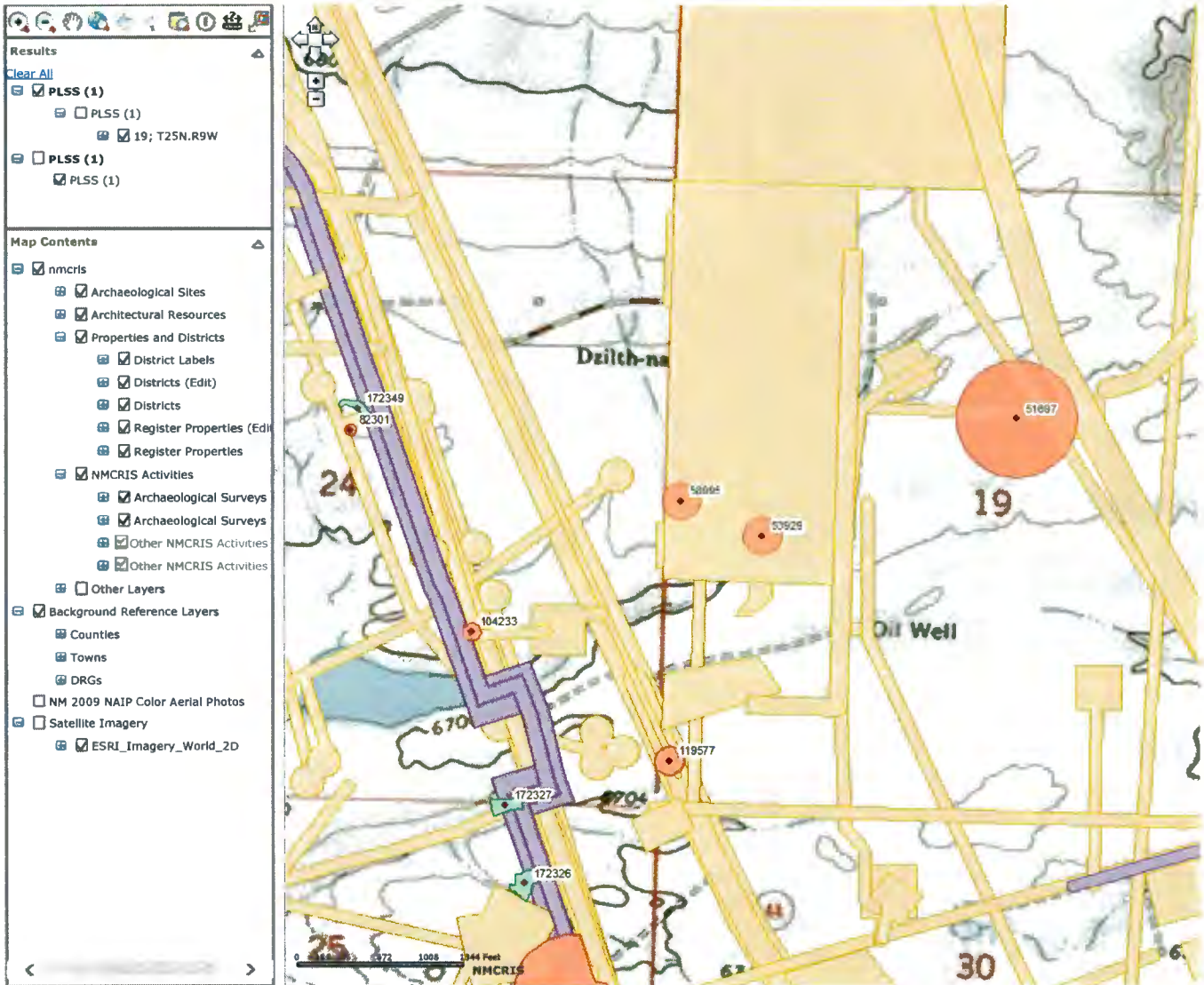
(Print Name)

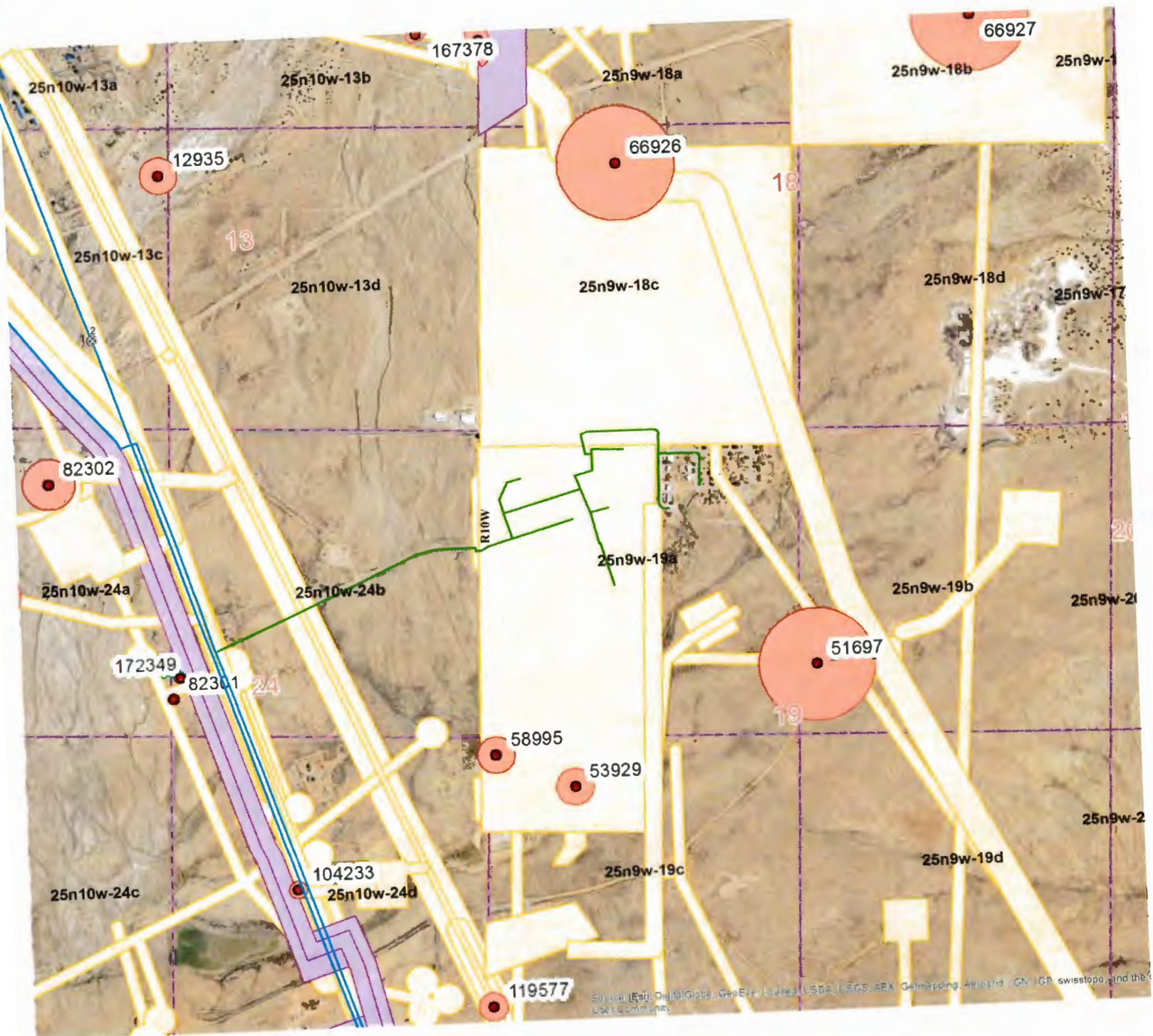

By Thomas M. Domme, Vice-President External Affairs and General Counsel

NMCRIS **DCA**
Core Spatial Application

[CTA](#) [Training and Documentation](#)
[Web Mapping Application Help](#)

Editor PLSS Quad IDs Quad Names Geog Names Surveys Sites Structs Bldgs Objects Linear Props Dists Print





April 25, 1967

U. S. Department of the Interior
Bureau of Indian Affairs
Navajo Agency
Window Rock, Arizona 86515

Gentlemen:

In connection with our application for right of way for natural gas pipelines within the grounds of the Eastern Navajo School located in NW/4 Sec. 19, Township 25 North, Range 9 West, N.M.P.M., San Juan County, New Mexico (SUG R/W No. 665-66), we are submitting;

Application, six copies;

Map on tracing cloth (two copies) and prints (four copies).

We trust these enclosures will permit approval of our application.

Thank you for your continuing cooperation.

Very truly yours,

E. H. Newman

ENN:mj

Enclosures

cc: Mr EM Kead-SUG-Farmington (w/att)
Mr EA Cridering-SUG-Farmington (w/att)
Mr Richard Amerman-SUG-Bloomfield
(w/att.)

APPLICATION FOR NATURAL GAS PIPELINE RIGHT OF WAY

Bureau of Indian Affairs
United States Department of the Interior

Southern Union Gas Company (hereinafter sometimes called "Applicant"), a corporation organized and existing under and by virtue of the laws of the State of Delaware, with office and principal place of business at Fidelity Union Trust, at Dallas, in the State of Texas, hereby makes application pursuant to the Act of February 5, 1956 (62 Stat. 17, 25 USC 323) and in accordance with the Departmental Regulations 25 CFR 161, for a natural gas pipeline right of way 10 feet in width, and .486 mile in length for a right of way across Navajo Indian lands, San Juan County, State of New Mexico.

The location of said right of way and its extent are more particularly shown and delineated on the accompanying map which has been prepared in compliance with 25 CFR 161.8 and which by this reference is made a part hereof.

Southern Union Gas Company has heretofore filed with the Department of the Interior evidence of its incorporation, completion of organization and qualification to do business in the State of New Mexico.

The Southern Union Gas Company hereby agrees to comply with the following stipulations in the event the right of way herein applied for is granted.

- (a) To construct and maintain the right of way in a workmanlike manner.
 - (b) To pay promptly all damages determined by the Superintendent to be due the landowners on account of the construction and maintenance of the right of way.
- However, since construction of the pipeline on the right of way will be concurrent with the construction of the Eastern Navajo School, Applicant believes that no damages will occur.

(c) To indemnify the landowners against any liability for damages to life or property arising from the occupancy or use of the land by the Applicant.

(d) To restore the lands as nearly as may be possible to their original condition upon the completion of construction.

(e) That the Applicant will not interfere with the use of the lands by or under authority of the landowners for any purpose not inconsistent with the primary purpose for which the right of way is granted.

The right of way herein applied for will be occupied with a distribution pipeline to serve the Eastern Navajo School, which school is presently under construction. Future additions to the School are contemplated and, to avoid the necessity of making numerous applications for small rights of way each time an extension to a new building in the area is necessary, Applicant would like to secure permission to extend this pipeline to meet requirements for service to additional school buildings as such buildings are built, without submitting additional right of way applications, by simply informing the Superintendent of the proposed extensions and submitting maps or plats showing the location of the extension.

WHEREFORE, Southern Union Gas Company requests that it be granted the right of way hereinabove described.

IN WITNESS WHEREOF, Southern Union Gas Company has caused this instrument to be executed this 18TH day of APRIL, 1967.

SOUTHERN UNION GAS COMPANY

By A. L. Brasil
Chief Engineer

244
S.H.

ATTENT:

Ray Griffin
Assistant Secretary

AFFIDAVIT OF COMPLETION

STATE OF TEXAS }
COUNTY OF DALLAS }

B. R. Knox, being first duly sworn, says that he is the Acting Assistant Chief Engineer of Southern Union Gas Company; that a natural gas pipeline has been constructed under his supervision a distance of .486 of a mile across a portion of Navajo Indian Lands, San Juan County, New Mexico; that this construction began on April 3, 1967 and was completed on April 19, 1967; that the right of way does materially deviate from the approved plans, notes and maps filed April 25, 1967, with the Navajo Indian Agency and a revised map is therefore filed herewith.

B. R. Knox
B. R. Knox, Acting Assistant
Chief Engineer

Subscribed and sworn to before me this 9th day of August
1967.

Mary T. Hinkle
Notary Public in and for
Dallas County, Texas
My Commission Expires: June 1, 1969

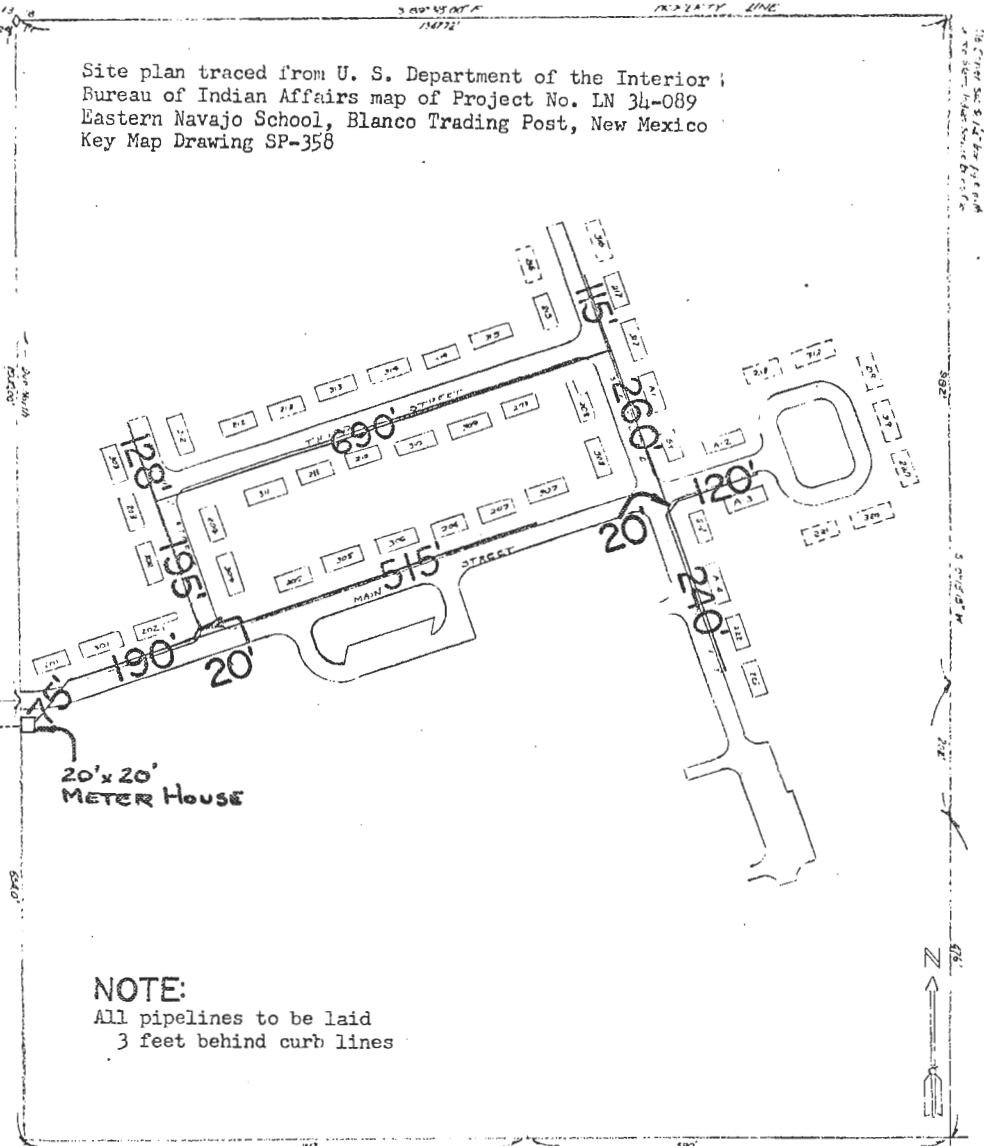
CERTIFICATE

I, A. G. Brasil, do hereby certify that I am Vice President and Chief Engineer for Southern Union Gas Company, hereinafter designated the "applicant"; that B. R. Knox, who subscribed the foregoing affidavit, is employed by the applicant; that in the construction the right of way does deviate from the approved plans, notes and maps filed April 25, 1967 and a revised map is therefore filed herewith and that the "applicant" has in all things complied with the requirements of the Act of February 5, 1948; and applicable regulations pursuant to which the "applicant" has been granted the right of way.

A. G. Brasil
A. G. Brasil, Vice President and
Chief Engineer

Surveyed by: General Land Office, Bureau of Indian Affairs
T25N, R9W - 1/4 Sec. 19, T25N, R9W

Site plan traced from U. S. Department of the Interior;
Bureau of Indian Affairs map of Project No. LN 34-089
Eastern Navajo School, Blanco Trading Post, New Mexico
Key Map Drawing SP-358



NOTE:

All pipelines to be laid
3 feet behind curb lines

ENGINEERING DEPT.

DALLAS, TEXAS

SOUTHERN UNION GAS COMPANY

APPLICATION FOR RIGHT OF WAY FOR NATURAL GAS
PIPELINES TO BE CONSTRUCTED OF 2" WELDED STEEL
PIPE WITHIN THE GROUNDS OF THE EASTERN NAVAJO
SCHOOL LOCATED IN NW/4 Sec. 19, T 25 N, R 9 W,
NMPM, San Juan County, New Mexico
Length of Right of Way: 2568 feet
Width of Right of Way: 10 feet

REVISED

SCALE: 1" = 200'

DATE: 20 JAN 67

DRAWN BY: N. Dickson

CHECKED BY: *SDM*

SUG R/W No.
665-66

Real Property Mgt
Rights of Way

Navajo Area Office
Window Rock, Arizona 86515

October 3, 1967

Memorandum

To: Assistant Area Director, Administration
Attention: Bell Hamey, Real Estate Appraisal

From: Area Real Property Management Officer

Subject: Appraisal Review WR 21-68, Southern Union Gas Company
Project SUG. 665-66

The attached appraisal review request, together with appraisal report and map submitted by the Southern Union Gas Company of Dallas, Texas, are for your information and review. This is a natural gas pipeline project on the Eastern Navajo School ground located in the NW¹/₄ of Section 19, Township 23 N., Range 9 W., NEPM, San Juan County, New Mexico.

It will be noted that the company is suggesting that inasmuch as the line was put underground in conjunction with the school construction, no surface damages were sustained and damage payment should be waived.

The above statement notwithstanding, under 25 CFR, Part 161, it is the opinion of this office that payment should be made for the 160.06 rods of right of way on the Government school ground.

s/JOHN L. BURMAN

Area Real Property
Management Officer

Attachment

cc: Supt., Eastern Navajo Agency, Attn: Real Property Management
ARPM - R/W Subj File
Southern Union Gas Co., Fidelity Union Tower, Dallas, Texas 75201

APPRAISAL OF DAMAGES FOR NATURAL GAS PIPELINE RIGHT OF WAY ON THE GROUNDS
OF THE EASTERN NAVAJO SCHOOL LOCATED IN THE NW/4 Sec. 19, T. 25 N., R. 9 W.
N.M.P.M., San Juan County, New Mexico (SUG R/W No. 665-66)

The right of way is to be occupied by natural gas pipelines used to serve the Eastern Navajo School and domestic customers residing on school property. These pipelines are constructed of 1-1/4" and 2" diameter welded steel pipe which are buried to a minimum depth of 24 inches.

The right of way is requested for the usual term of 50 years.


The total width of the requested right of way is 10 feet - 5 feet on each side of the pipeline. Virtually all of the lines are installed parallel to the surfaced streets within the school grounds. The total length of line installed is 2641 feet (160.06 rods or .500 miles). The total area of the requested right of way is .606 acres.

No right of way is required for a service line on private land which is constructed for the sole benefit and use of the property owner. Rights of way for other pipelines are secured from fee owners at the rate of \$1.00 per lineal rod for easements of 30 to 50 feet in width.

As these lines were constructed prior to completion of the school facilities, no surface damages were sustained. As these lines were constructed for the use and benefit of the school, its staff, students and other occupants of the school property, the efficiency of use of the land is enhanced rather than diminished.

It is, therefore, our opinion that NO damage was incurred by the construction of these pipelines and that the presence of such pipelines in no way interfere with the planned use of the affected lands. Consequently, we request that the requirement of payment for damages be waived.

Prepared and executed this 18th day of Sept., 1967.


E. H. Newman - Registered Professional
Engineer and Land Surveyor - N.M.

MANUEL A. SANCHEZ

ATTORNEY AT LAW

BATTS BUILDING

SANTA FE, NEW MEXICO

April 10, 1967

Mr. Ed A. Cridebring
Southern Union Gas Company
Farmington, New Mexico

Dear Ed:

Re: Navajo Indian School at Blanco

I have received a letter dated April 7, 1967, from the Bureau of Indian Affairs, Navajo Area Office, Gallup, New Mexico, signed by Mr. Eugene Wilson, acting assistant Area Director, granting permission to Southern Union Gas Company to enter the Eastern Navajo School Complex for the purpose of constructing a distribution system within the housing or residential area, and the right to maintain this system and any additions that may be required to provide service.

Enclosed is copy of that letter, and also copy of letter that was written on September 22, 1966, which is referred to in said letter of April 7, 1967.

Yours very truly,

Manuel A. Sanchez



IN REPLY, PLEASE

UNITED STATES
DEPARTMENT OF THE INTERIOR

Area Plant
Management

BUREAU OF INDIAN AFFAIRS

Navajo Area Office

P. O. Box 1060

Flagstaff, New Mexico 87301

APR 1 1967

Atto

Recd

Sending

SA

2

Re: Navajo School conversion between Mr. L. W. ...
... in Farmington, New Mexico ...
... Office ... 1967 ...
to the ... Navajo School

Mr. ... in that our letter to Southern Union Gas Company at Farmington dated September 22, 1966, copy of which is enclosed, would meet the Company's requirements if we would delete the last phrase of the fourth paragraph "together with legal description."

This is to inform you that permission to enter the Eastern Navajo School complex for the purpose of constructing a distribution system within the housing or residential area, and the right to maintain this system and any additions that may be required to provide service, is granted.

In granting this permit, Southern Union will be required to meet the conditions of our letter to the Company dated September 22, 1966, except that we agree to delete the phrase in the fourth paragraph which reads "together with legal description" and substitute the phrase "together with an 'as-built' drawing showing the location of lines, valves and service taps."

If we can be of further assistance, please advise.

Sincerely yours,

[Signature]
Special Agent in Charge

Enclosure



United States Department of the Interior



BUREAU OF INDIAN AFFAIRS

Navajo Area

Eastern Navajo Agency

P.O. Box 328

Crownpoint, New Mexico 87313

REPLY REFER TO:

Real Estate
Services

JAN - 6. 1998

Juan E. Betoni, Right-of-Way Agent
PNM Gas Services
P.O. Box 4750
Farmington, New Mexico 87499

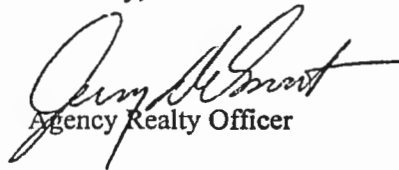
Dear Mr. Betoni:

Pursuant to 25 CFR Part 169.22, our office hereby acknowledges receipt of the Natural Gas Service Agreement dated December 22, 1997, between the Public Service Company of New Mexico and the Navajo Housing Authority located in Huerfano, New Mexico. The two-inch natural gas line from the Dzilh-na-o-dith-hle School tract to NHA's Huerfano Mutual Help Housing Project tract is a total distance of 600.00 feet, more or less, located within SW/4 Section 18, Township 25 North, Range 9 West, NMPM, San Juan County, New Mexico, more particularly shown on the diagram(s) provided with agreement.

All pertinent documents regarding aforementioned Service Line Agreement have been provided in accordance with all applicable federal regulations. Therefore, no further action or approval is required. All submitted documents will be retained and filed in our office for future reference.

If you have any further questions, please contact Mr. Martin Lorenzo, Realty Specialist, at (505) 786-6109.

Sincerely,



Agency Realty Officer

cc: Navajo Housing Authority

PNM R/W No. 660-172

PNM Reference No. 77381002

**NATURAL GAS SERVICE LINE AGREEMENT
FOR TRIBAL LAND**

PNM Gas Services, an unincorporated division of
Public Service Company of New Mexico (PNMGS)

DATE: 12/22/97

Pursuant to 25 C.F.R. 169.22, the Public Service Company of New Mexico, Alvarado Square, Albuquerque, NM is hereby authorized to construct natural gas service lines described herein to make natural gas usage available to:

1. Name: Navajo Housing Authority Census No.: N/A
2. Address: P.O. Box 764, Fruitland, NM 87416
3. Land Description: SW1/4 of Section 18, T-25N, R9W, NMPM, San Juan County, New Mexico.

(Alignment shown on attached drawing)

This authorization is subject to the following conditions:

1. The service lines constructed hereunder shall be limited to a two inch PE pipeline and shall be for the sole purpose of providing natural gas for domestic, business or agricultural uses. (Except as noted under "Remarks").
2. PNMGS agrees to sell the facilities constructed hereunder to the Navajo Tribe of Indian at cost less depreciation, according to the Public Utility Commission's Accounting Regulations. (Except as noted under "Remarks").

Remarks: PNMGS retains the option to sell installation in the future to any interested buyers.

3. PNMGS agrees to pay the Landowner(s) the following estimate of damages: waived damages, parallel an existing paved access road.
4. To construct and maintain the right-of-way in a workmanlike manner.
5. To pay promptly all damages in addition to the required deposit as determined by the Area Director, or his authorized representative, to be due the Landowner(s) on account of the construction and maintenance of the right-of-way.
6. To indemnify the Landowner(s) against any liability for damages to life or property arising from the occupancy or use of the lands by the applicant.

7. To restore the lands as nearly as may be possible to their original condition upon the completion of construction to the satisfaction of the Area Director, or his authorized representative.

8. That the applicant will not interfere with the use of the lands for any purpose not inconsistent with the primary purpose for which the right-of-way was granted.

9. In the event of soil erosion or soil deterioration due to the construction of subject service line, PNMGS will make every provision to correct such erosion or deterioration.

10. This agreement is in quadruplicate and one (1) copy thereof shall be filed with the Right-of-Way Section, Real Estate Service Office, Eastern Navajo Agency within thirty (30) days after execution. (505) 786-6109.

11. That this agreement does not convey any leasehold interest or rights to PNMGS, and is an agreement between PNMGS and the customer for natural gas services only.

Remarks:

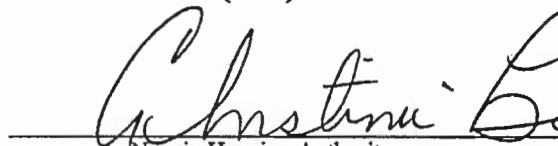
PNM Gas Services, an unincorporated division of
Public Service Company of New Mexico (PNMGS)

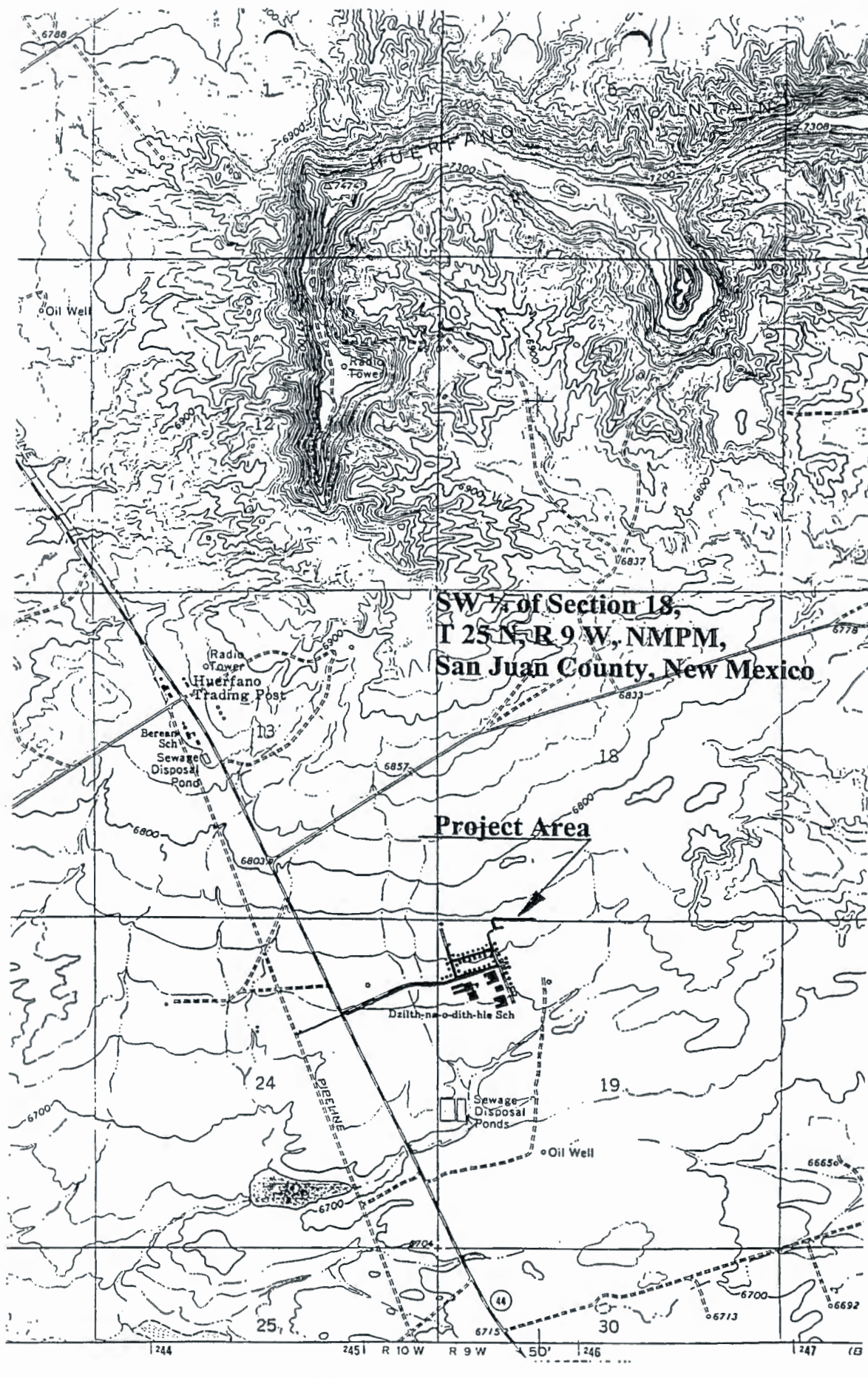
By: 

Northwest Area Manager

(Title)

DISTRIBUTION:


Navajo Housing Authority





United States Department of the Interior

BUREAU OF LAND MANAGEMENT ALBUQUERQUE DISTRICT OFFICE

435 Montano N.E.
Albuquerque, New Mexico 87107



IN REPLY REFER TO:
NM 29884
2800 (01)

DECISION

Bureau of Indian Affairs : NM 29884
Navajo Area Eastern Navajo Agency : Right-of-Way
P.O. Box 328 :
Farmington, New Mexico 87313 :

Jurisdiction of Right-of-Way Transferred

This document is to inform the right-of-way holder and the new land owner that jurisdiction of right-of-way NM 29884 is hereby transferred to the Navajo Tribe of Indians as a result of Patent Document No. 30-85-0038 dated April 23, 1985.

Serial Number: NM 29884

Type of Grant: Access Road to Tribal Housing

Authority of Grant: Public Law 94-579 (October 21, 1976), Title V,
90 Stat. 2743

Date of Grant: June 27, 1978

Expiration Date: June 27, 2008

Rental Paid Through: No Rental

Lands Involved: T. 25 N., R. 9 W., NMPM, New Mexico
Sec. 18, Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 0.188 miles and 2.279 acres, more or less.

is suggested that you negotiate with the land owners on all subsequent
ndments, assignments, and rentals if any.

Janet M. Budzilek
Chief, Branch of Adjudication

ureau of Indian Affairs
ajo Tribe of Indians
943B-2
012C
016



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
STATE OFFICE
P. O. Box 1449
Santa Fe, New Mexico 87501

June 27, 1978

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant:

New Mexico 29884

Name of grantee:

Bureau of Indian Affairs
Navajo Area, Eastern Navajo
P. O. Box 328
Crownpoint, NM 87313

Date application filed:

February 18, 1977

Map designation:

None (Project No. N121(1))

Width of right-of-way:

100 feet wide

Permitted use by grantee:

Access road to Navajo Tribal
Housing Development

Authority for grant:

Public Law 94-579 (October
Title V, 90 Stat. 2743)

Regulations applicable to grant:

43 CFR 2800

Date of grant:

June 27, 1978

Expiration date of grant:

June 27, 2008

Rental:

None

NOTE

S/R ✓

HI TS

MTP 6

CG

USE

COAL

POT

GEO

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), as amended, a right-of-way, the details of which are shown above is hereby granted subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All applicable regulations in 43 CFR Part 2800 and future regulations to be promulgated pursuant to Public Law 94-579, Title V, 90 Stat. 2743 of October 21, 1976.
3. The right-of-way grantee will notify the District Manager prior to the date that construction is to begin and the date that construction has been completed. Within 90 days after completion of construction or after all restoration stipulations have been complied with, whichever is later, proof of construction, on forms approved by the Director, shall be submitted to the authorized officer. Unless otherwise provided by law, a period of up to five years from the date a right-of-way is granted is allowed for completion of construction.
4. The terms and conditions of this right-of-way, along with the stipulations will be posted in all field offices in conjunction with the right-of-way prior to the beginning of construction. Also, the terms and conditions as stated in 43 CFR 2801.1-5, as amended, will be posted with the above information. Copies of the above information will be made available to all field inspectors for the purpose of informing the contractors.
5. The serial number will be stamped on all the signs used by the grantee to identify their right-of-way. All rights-of-way will be identified at the point of origin and completion.
6. That the right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States.
7. Permittee shall survey and clearly flag the exterior limits of the right-of-way. All activities directly or indirectly associated with construction or maintenance must be conducted within the limits of the right-of-way.

8. No payment or other consideration will be made to other users, licensees, permittees or lessees for any damage to or loss of natural vegetation, wildlife, mineral material, or for soil disturbance occurring on public lands, which result from operation, development or construction activities carried out under the authority of this right-of-way.

9. If, in its operations, the right-of-way grantee discovers any historic or prehistoric ruin, monument or site, or any object of antiquity subject to the Antiquities Act of June 8, 1906 (34 Stat. 225, 16 U.S.C. Secs. 431-433), and 43 CFR Part 3, then work will be suspended and the discovery promptly reported to the District Manager. The Bureau will then take such actions as required by the District Manager, the right-of-way grantee will obtain, at his expense, a qualified archaeologist to examine and if necessary, excavate or gather such ruins or objects.

10. The right-of-way herein granted shall be subject to the express covenant that if other administrative costs and/or rentals are due, as indicated by an appraisal, they shall be paid upon request.

11. There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under or adjacent to the land involved in this grant.

12. This right-of-way may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.

The right-of-way for which this grant is issued involves the following described land:

T. 25 N., R. 9 W., N. Mex. Prin. Mer., New Mexico
Sec. 18, lot 4 and SE $\frac{1}{4}$ SW $\frac{1}{4}$.

Containing a total length of 0.188 miles.

/s/ Pauline T. Brown

Acting Chief, Lands Section

Enclosures (4)
Equal Opportunity Clause
DO Stipulations
Civil Rights Stipulations
Assurance of Compliance

cc:
Area Manager, FRAH

943a:DLVigil:cao:6/27/78:X538



Department of Health & Human Services

INDIAN HEALTH SERVICES

09 January 1998

Northern Navajo Medical Center
P.O. Box 87420
Shiprock, New Mexico
(505) 368-
Fax: (505) 368-

Juan E. Betoni
Highway Agent
Public Service Company of New Mexico
P.O. Box 4750
Flagstaff, New Mexico 87499

Betoni,

It is authorized to install a new 2" gas line along the route that we jointly inspected today. The route roughly follows a line from the Southwest most IHS House, west past our chain link fence, and then north along a line parallel to the fence, approximately 6' west of the fence, to the road, and then south along the south side of the paved road.

As we discussed, please take the following precautions:

1. Check the Dziłth-na-o-dith-hle IHS and BIA site plans for possible below ground utilities as well as applicable New Mexico "One Call" providers,
2. Mark the new line with Carsonite signs, and
3. Provide us with several days warning so that we may notify tenants in the area about your trenching activities.

Please call me at 505.368.6155 if you have any questions about this letter.

Sincerely,

Charles J. Atcitty
Utilities Manager

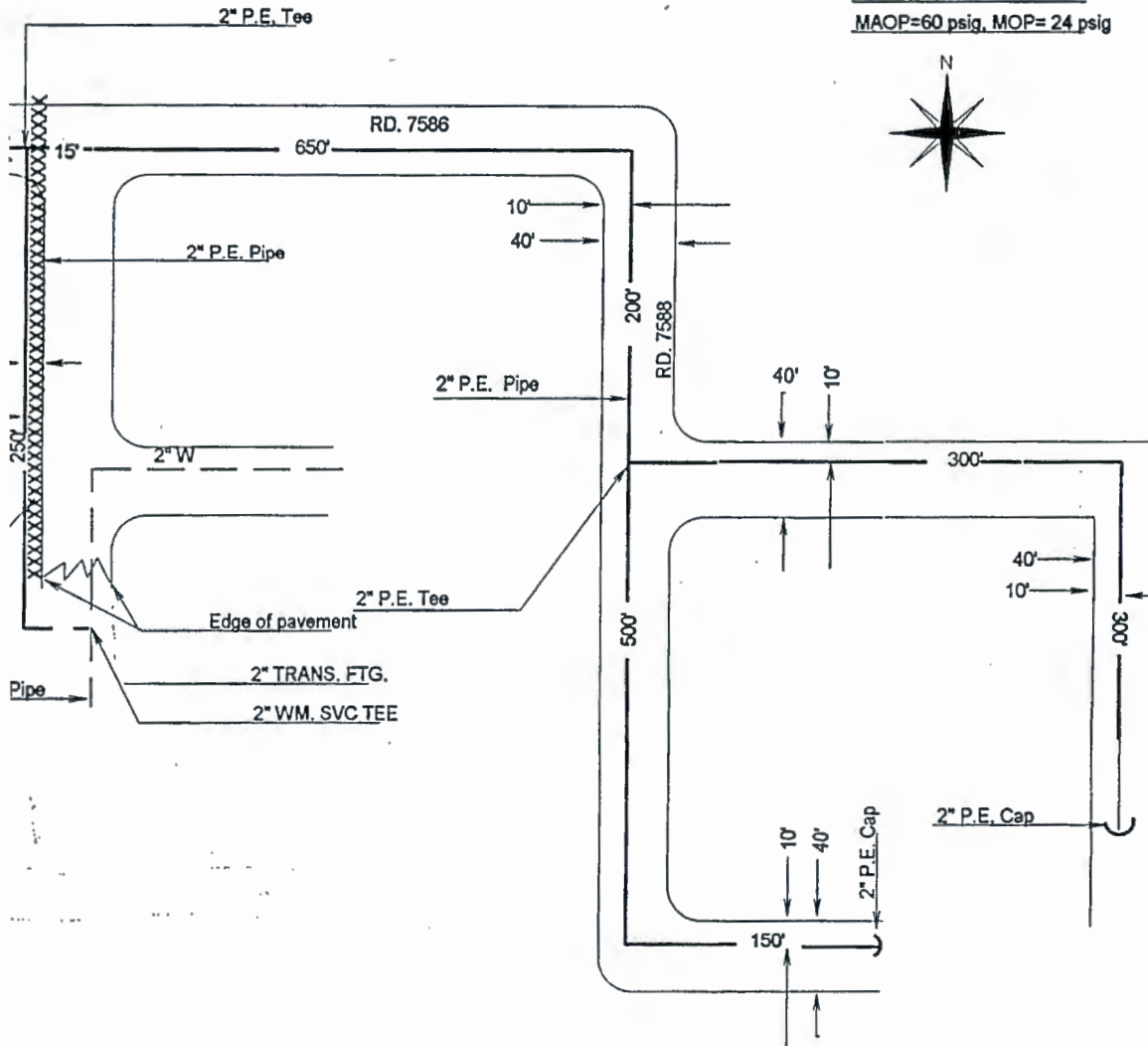
Dr. Jim Couch, DZ HSA

No Company Map Available

NE 1/4 Sec. 24

T 25N, R 10W

MAOP=60 psig, MOP= 24 psig



5-107000-660-77371089-CT-5660-FTRR-5998

REF # 089

U.S. DE
BUREAU OF
INDIAN AFFAIRS
NAVAJO

T 25 N, R 9 & 10 W, NMPM
SAN JUAN COUNTY, NEW MEXICO

BUREAU OF LAND MANAGEMENT
Area taken 2,245 Ac. ±

T 25 N
R 10 W
R 9 W

INDIAN ALLOTMENT No. 011164
Area taken 4.82 Ac. ±

DZILTH - NA-O-DITH-HLE

SCHOOL TRACT

Area taken 16.14 Ac. ±

End of Proj. Sta. 15+07.16
End of Proj. Sta. 23+23.53
Housing Access
School Access

HUERFANO MUTUAL HELP HOUSING
PROJECT TRACT

ROUTE NO. 50
50 Feet
STATE OF
NEW MEXICO
ARTHUR BOEN
Engineer, Nav
ajo Area (C
urvey of Prc
County of San
Juan)
represented o
f the Bureau
of Land Manag
ement
ACCEPTED
Superintendent
Sworn and

CERTIFICATE:
of Indian Affa
irs
the construct
N 121.11
this map.

B.I.A. Route N1



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Navajo Region

P.O. Box 1060

Gallup, New Mexico 87305-1060

IN REPLY REFER TO

K250/Division of Property

NOV 27 2009

Brandon J. Kaufman, Right-of-Way Agent
New Mexico Gas Company
P.O. box 97500
Albuquerque, New Mexico 87199-7500

Dear Mr. Kaufman:

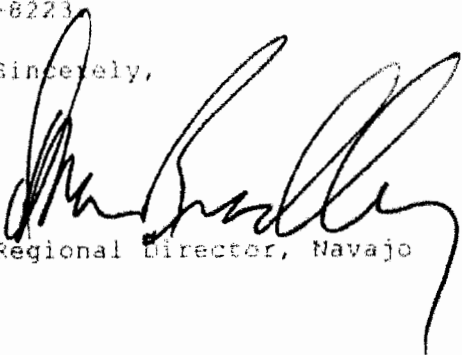
This office is in receipt of your November 25, 2009 request for a Service Line Agreement for natural gas line extensions to 6 buildings at the Dzilth-Na-O-Dith-Hle Community School facilities, and existing natural gas line Right-of-Way (ROW) SUG R/W 665-66 allowing New Mexico Gas Company (NMGC) to service the cited School facilities.

Upon review of the existing ROW SUG R/W 665-66 and paragraph 4 of page 2, it is determined that the requested natural gas line extensions for and within the Dzilth-Na-O-Dith-Hle Community School facilities are a part of and covered by the existing ROW. As the NMGC has fulfilled the ROW SUG R/W 665-66 requirements, i.e., made formal request and submitted maps showing the new natural gas line extensions, NMGC may proceed with the construction and installation of new natural gas line extensions for the Dzilth-Na-O-Dith-Hle Community School. Please ensure compliance with applicable environmental, archeological, and safety laws/codes, and requirements of existing ROW SUG R/W 665-66.

The formal request dated November 25, 2009 and maps labeled Exhibit "A" (consisting of 2 pages), are hereby made a part of existing ROW SUG R/W 665-66.

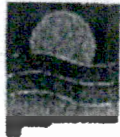
If you have any questions regarding this determination, contact the Division of Property at (505) 863-8223.

Sincerely,



Regional Director, Navajo

Enclosures



New Mexico GAS COMPANY

November 25, 2009

Bureau of Indian Affairs
Eastern Navajo Agency
Attn: Real Estate Services – Omar Bradley
P.O. Box 328
Crownpoint, NM 87313

Subject: New Mexico Gas Company Service Line Agreement
Dziłłh-Na-O-Díłh-Hle School Campus

Dear Mr. Bradley:

New Mexico Gas Company (NMGC) has received a request to provide natural gas service to several buildings on the Dziłłh-Na-O-Díłh-Hle School Campus. NMGC hereby encloses to the Bureau of Indian Affairs for a Service Line Agreement to extend a 2" natural gas mainline to provide the requested services. NMGC proposes to tap into an existing 2" main line within 2nd Street and extend the mainline approximately 350 feet towards the south. With the extension of the mainline, NMGC also proposes six additional service lines to provide service to various building throughout the campus. This mainline extension and the four service lines are necessary to provide natural gas service to buildings 4006, 4005, 4007, and 4008, along 2nd Street as well as buildings 4001 and 4003 along Main Street.

The total length of the mainline extension is 350 feet linear feet within an easement ten (10) feet in width. The mainline extension will be approximately 3,500 square feet or 0.0803 acres, more or less. With the additional service line necessary to provide service to the above mentioned buildings, the total length of the lines (including the 350 foot mainline extension) is approximately 1030 feet within an easement ten (10) feet in width. The total area will be approximately 10,300 square feet or 0.2365 acres, more or less.

Please find the following enclosed documents entitled *Exhibit "A"* (pages 1 & 2). These documents can be incorporated into the Service Line Agreement as exhibits. Please prepare the proper Service Line Agreement and send it to me for proper execution at the address listed below. I have also contacted Barbara Hanson with regards to the necessary archeological clearances as well as George Padilla for the necessary environmental clearances. Your efforts to expedite this matter are greatly appreciated as the school is in need of this natural gas service.

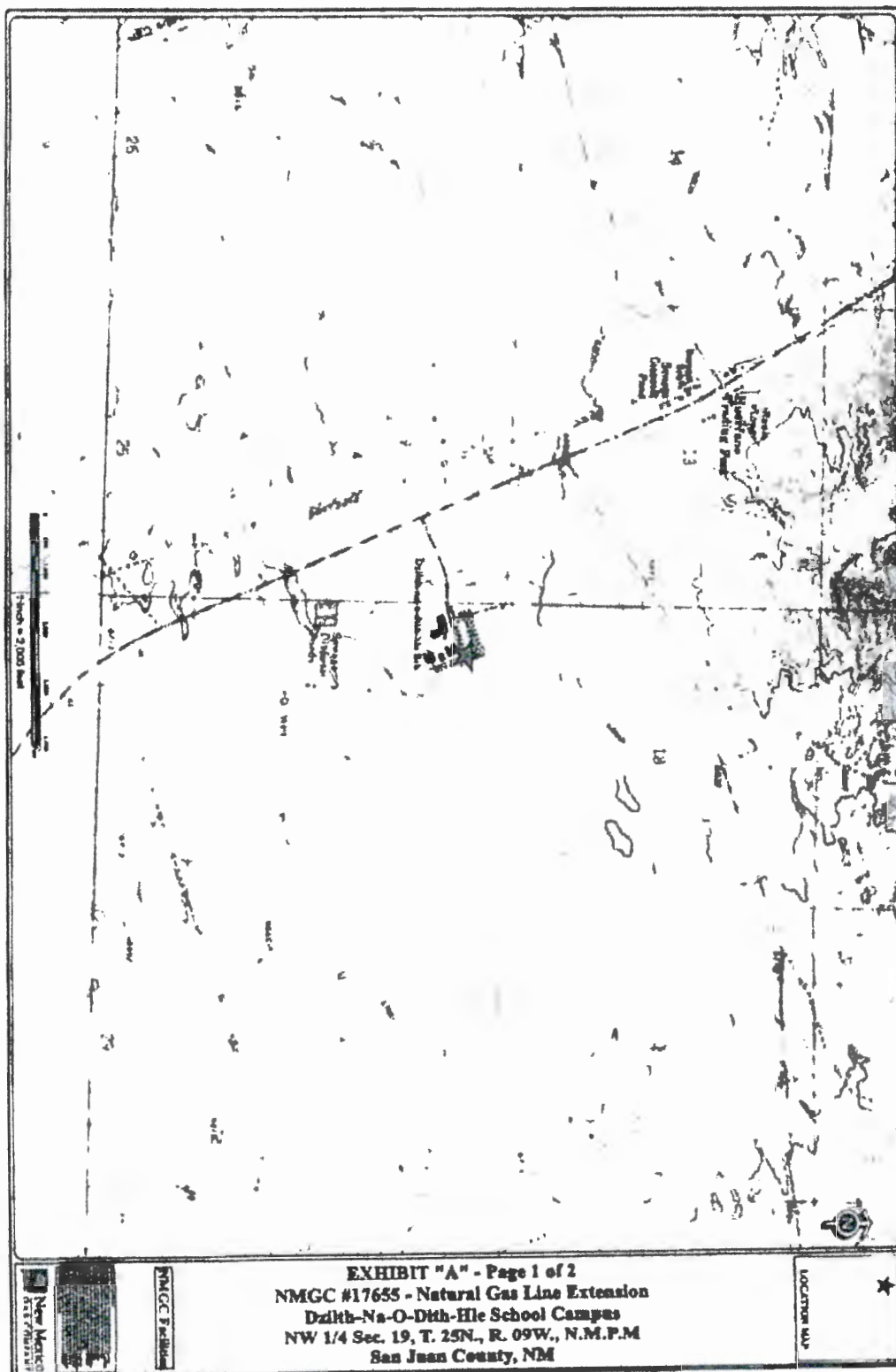
Thank you for your time & continued cooperation. Please feel free to contact me with any questions or concerns regarding this matter.

Sincerely,

Brandon J. Kauffman
Right-of-Way Agent

Enclosure: Exhibit "A" Pages 1 & 2

New Mexico Gas Company
Attn: Brandon Kauffman BC22
P.O. Box 97500
Albuquerque, NM 87199-7500



ASSIGNMENT AND ASSUMPTION OF EASEMENTS

This Assignment and Assumption of Easements (this "Assignment") is made and entered into as of January 30, 2009 (the "Effective Date"), by and among Public Service Company of New Mexico, a New Mexico corporation ("Assignor"), and New Mexico Gas Company, Inc. a Delaware corporation ("Assignee").

1. **Assignment and Assumption.** As of the Effective Date, Assignor, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, hereby assigns, grants, transfers and conveys to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's burdens, obligations and liabilities in connection with the easements, license agreements, rights-of-way, leases for rights-of-way, and permits for rights of way which relate to the natural gas utility business conducted by Assignor in the State of New Mexico prior to the Effective Date (collectively, the "Easements"), including but not limited to the Easements described on the attached Exhibit A. Assignee accepts this Assignment and agrees to assume and to be bound by and to perform all of the terms and conditions, covenants and undertakings of the terms and provisions of such Easements.

2. **Joint Use Easements.** To the extent that any of the Easements are joint use easements for both natural gas utility business purposes and electric utility business purposes ("Joint Use Easements"), this Assignment is not a complete assignment of such Joint Use Easements, but is an assignment by Assignor to Assignee of an undivided 50% tenancy-in-common interest in each such Joint Use Easement permitting Assignor to use the Joint Use Easements for its electric utility business and Assignee to use the Joint Use Easements for its natural gas utility business. Assignor and Assignee hereby waive any right to partition such Joint Use Easements ("Partition Waiver"). Assignor and Assignee agree that the Partition Waiver is a covenant running with the land encumbered by such Joint Use Easements.

3. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

4. **Terms of the Purchase Agreement.** This Assignment is being delivered pursuant to the Asset Purchase Agreement dated as of January 12, 2008 ("Purchase Agreement") between Assignor and Assignee and will be construed consistently therewith and subject to the terms thereof. This Assignment is not intended to, and does not, in any manner enhance, diminish, or otherwise modify the rights and obligations of Assignor and Assignee under the Purchase Agreement, including Section 2.1(j) thereof. To the extent that any provision of this Assignment conflicts with or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement will govern, provided that the Partition Waiver shall be effective notwithstanding any provision of the Purchase Agreement.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of such counterparts shall together constitute one original. This Assignment may also be executed by facsimile signature and any such executed copies shall be deemed executed and delivered and fully enforceable.

6. Binding Assignment. This Assignment shall bind and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Easements as of the date first above written.

ASSIGNOR:

PUBLIC SERVICE COMPANY OF NEW MEXICO,
a New Mexico corporation

By: 

Its: Vice President, Treasurer

ASSIGNEE:

NEW MEXICO GAS COMPANY, INC.,
a Delaware corporation

By: 

Annette Gardiner
President

+ Rusted Peak, LLC
P. O. Box 8
Nageezi, NM 87037



December 15, 2016

Navajo Nation Land Department
ATTN: Mike Halno, Director
P. O. Box 2249
Window Rock, AZ 86515

Dear Mr. Halno:

I, Juan Betoni III, Principal of Rusted Peak, LLC working on behalf of New Mexico Gas Company, Inc. am forwarding New Mexico Gas Company, Inc.'s application to renew a right-of-way for Navajo Trust Lands. A right-of-way renewal for a fifty feet (50') in width to continue to operate and maintain a 2" natural gas Distribution line servicing Dzilth-na-o-dith-hle Community Grant School, Dzilth-na-o-dith-hle Health Center and Navajo Housing Authority.

For your review enclosed are:

- Application for right-of-way for Navajo Trust Land
- New Mexico Gas Company, Inc. Check No. 001517 in the amount of \$500.00 for filing fee
- Letter of non-deviation
- Copy of aerial map
- Survey Map
- Letter To Tribal Historical Preservation Office (Archeological Report)
- New Mexico Gas Company - Certificate of Good Standing
- Assignment and Assumption of Easements
- By-Laws of New Mexico Gas Company, Inc.
- Agreement Approval and Signature Authority
- Supporting Resolution from Dzilth-na-o-dith-hle Community Grant School Board
- Supporting Resolution from Dzilth-na-o-dith-hle Health Board
- Supporting Resolution from Nageezi Chapter
- Supporting Resolution from Huerfano Chapter

If you have any questions or need additional information, please call me at (505) 793-2381.

Sincerely,

A handwritten signature in black ink, appearing to read "Juan Betoni III".

Juan Betoni, III
Principal

cc: Curtis Winner, NM Gas Co., Inc.





New Mexico
GAS COMPANY®
AN EMERA COMPANY

Tom Bullard
Director of Engineering Services, Operations Engineering
Direct: 505-697-3599
E-mail: TCBullard@tecoenergy.com

September 20, 2016

United States Department of the Interior
Bureau of Indian Affairs
Attn: Lester Tsosie, Eastern Navajo Agency Superintendent
P.O. Box 328
Crownpoint, NM 87313

VIA HAND DELIVERY

RE: ~~Navajo Trust Lands and Navajo Allotment~~ Navajo Rights-of-Way Renewals; Eastern Navajo School Area 2" Distribution line servicing school, various community buildings and various Allottees – T25N, R10W, Section 24 and T25N, R09W, Section 19, Bloomfield, New Mexico.

Dear Superintendent Tsosie,

New Mexico Gas Company, through its contractor, Rusted Peak, LLC, is in the process of renewing several rights-of-way in the Eastern Navajo School Area (Dzilth-na-o-dith-hle School) in Bloomfield, New Mexico. In this regard, we are providing this letter to the BIA to confirm there will be no movement, removal or installation of new distribution lines within that area. The only potential for installation will be the request for new service (service line) by any Allottee during this process. The 2" distribution mainline currently serving the entire area encompassed in the above indicated township, ranges and sections will continue serve the area without any deviation.

If you have any questions in this regard, please feel free to contact me.

Sincerely,

Tom Bullard
Director Engineering Services, Operation Engineering

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

NEW MEXICO GAS CO., INC.
RIGHT OF WAY
P.O. BOX 97500
ALBUQUERQUE, NM 87199-7500

001517

DATE 10/13/2016

11-24/1210

PAY
TO THE
ORDER OF

Navajo Nation

\$ 500.00

Five Hundred & 00/100

DOLLARS

WELLS
FARGO

Wells Fargo Bank, N.A.

MEMO

Filing Fee

Christopher Salgado



⑈001517⑈ ⑆121000248⑆

4124746181⑈

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

NEW MEXICO GAS COMPANY, INC.
4007456

the above named entity, a Corporation authorized under the laws of Delaware, is duly authorized to transact business in New Mexico as a Foreign Profit Corporation, under the

Business Corporation Act

53-17-1 to 53-17-20 NMSA 1978

having filed its Application for Authority on March 4, 2008, and Certificate of Authority issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **August 3, 2016**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



A handwritten signature in black ink, reading "Brad Winter".

Brad Winter
Secretary of State

Certificate Validation #: 0001355

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the **Certificate Validation** option on the Business Filing System at <https://portal.sos.state.nm.us/bfs/online> and following the instructions displayed under **Certificate Validation**.

Exhibit B

TO: Designated Legal Assistant in Legal Department

FROM: [Officer (Name, Title & Name of Applicable TECO Legal Entity)]

RE: **DELEGATION OF AUTHORITY**

In keeping with the need to conduct normal business in an expeditious manner, the following delegation of authority is provided:

1. I hereby confirm (a) my authorization under the TECO Energy Policy on Contract Approval and Signature Authority to act on behalf of [specify legal entity] for matters related to [part of organization and specific subject matter, if appropriate], (b) that the actions to be delegated below are not outside the ordinary course of business and (c) that I have explained to the delegate the responsibilities imposed by those who enter into agreements on behalf of a corporate entity.
2. [Name and title] is hereby delegated authority to execute and deliver agreements, contracts, deeds, license or permit applications, and other similar documents in the name of [specify legal entity] [with a value of up to \$_____ and a duration of up to _____] or [[Name and title] is hereby delegated the same authority that I have with respect to [describe nature of agreements to be entered into]].
3. This delegation shall expire [one year from issue date].
4. This delegation is made pursuant to the TECO Energy Policy on Agreement Approval and Signature Authority (Policy Number 2.14) and is subject thereto.

Date: _____

Name:

Title:

Legal Entity:

Date: _____

Acknowledged and Agreed (by delegate):

Name:

Title:

Legal Entity:

Legal Transactions

General Counsel and
the applicable Business
Unit Officer

Insurance Transactions

Chief Financial Officer

Payroll Transactions

Vice President –
Human Resources

Human Resources – Related Transactions

Chief Human
Resources Officer or
Vice President –
Human Resources

TECO Energy Real Estate Transactions

Senior Vice President
– Corporate Services

Tampa Electric Company Real Estate or
Procurement Transactions

Procurement Officer

Corporate Guaranties

Chief Executive
Officer or Chief
Financial Officer

TECO Energy, Inc.
Confidentiality Agreements

General Counsel or
Vice President –
Business Strategy

Information Technology Systems and Services Agreements

Chief Information
Officer

Governance-Related Agreements

Secretary

Governmental Affairs Transactions

Vice President –
Government Affairs

Subsidiary Transactions (other than Tampa Electric Company)

Subsidiary President

Exhibit A

Below is a list of areas of responsibilities and the corresponding officers authorized under this policy to sign agreements relating to such areas.

Area of Responsibility

Responsible Officer

Enabling Agreements for Gas, Power and Derivative Transactions (such as ISDA, NAESB and EEI)

Tampa Electric Company
TECO Energy Source
Tampa Electric Company - Fuels, Fuels Transportation and Power Transactions

President*
President*
Vice President –
Fuels Management and
Customer Care*

Other Companies - Commodity and Hedging Transactions

President*

Tampa Electric - Company Sales and Marketing Transactions and Customer Care Related Transactions

Vice President – Fuels
Management and
Customer Care

Tampa Electric Company - Regulatory Transactions

President

Tampa Electric Company - Electric Delivery Transactions

Vice President –
Electric Delivery

Tampa Electric Company - Gas Delivery Transactions

Vice President –
Gas Delivery

Tampa Electric Company - Energy Supply Operations Transactions

Vice President -
Energy Supply

Treasury Transactions

Treasurer
(Issuances of debt
require Board approval
and derivative
transactions require
RAC approval)

Tax Transactions

Tax Officer
(Pursuant to board
resolutions authorizing
such officer)

*(Subject to Risk Authorizing Committee (RAC) approval described in the Energy Risk Management Policy)

existing operations, and reasonably considered to be in the ordinary course of business, require Emera level approval. Any capital transactions that requires Emera level approval must receive Company Board approval before going to Emera. Transactions/projects exceeding the limits of the Emera Corporate Council would require Emera Board approval.

4. Additional review and approvals

Certain transactions/projects, as described below, require additional review by the Capital Leadership Team (CLT) and approvals by the Company CEO and/or President (if different) and the Company CFO ("Company Senior Management"). Also see Section C.5. for Emera level approval requirements.

a. Large transactions

Transactions/projects above \$5 million require review by the CLT and approval by Company Senior Management. Transactions/projects above \$10 million (or \$20 million in the case of Tampa Electric) require additional approval by the Company Board.

1. Leased property – The transaction size for acquisitions of property under operating or capital leases shall be based on the undiscounted sum of lease payments over the lease term, including any purchase options.
2. Asset purchases and dispositions - The transaction size for purchase of assets shall be based on the purchase price and for dispositions of assets shall be based on the fair market value and book value of the applicable asset.

b. Business acquisitions or dispositions/partnerships/joint ventures

Business acquisitions, dispositions, partnerships, and joint ventures require review by the CLT, the approval of Company Senior Management and the Company Board, regardless of the size of the proposed investment.

c. CLT review of capital projects

Capital projects requiring approval by Company Senior Management will be reviewed by a CLT appointed by the Emera CFO. The CLT will work with the project team to ensure that the financial analysis and risk assessment used in the evaluation of the project is accurate and complete and will ultimately make recommendations to Company Senior Management.

Each operating company will conduct a post-completion performance evaluation of capital projects that are approved, with the objective to compare actual results to those anticipated and used to support the initial approval. Post-completion performance evaluations will be reported to the CLT within 6 months of completion (or as agreed upon by the CLT and operating company).

Projects reviewed by the CLT will be reported to the respective Company Board on a quarterly basis.

5. Emera level approval

Certain transactions/projects require Emera level approval as detailed in the "Emera Limits of Authority - Capital Spending" attached as Exhibit C. All capital transactions except those specifically identified within an approved annual budget, which are in direct support of

C. Prerequisites to signing agreements

1. General

The individual who executes an agreement is responsible for (i) assuring any required consultations below have occurred (see Section C.2. below); (ii) reviewing the agreement to assure it does not violate the Company Code of Ethics and Business Conduct or any company policy, such as the Energy Risk Management Policy (iii) assuring the agreement complies with all applicable laws and regulations and (iv) assuring the agreement has received and conforms to the terms and conditions of any required approvals, such as Company Board and/or additional review and approval (see Sections C.3., C.4. and C.5. below).

2. Required consultations

Persons executing agreements shall be responsible for obtaining appropriate consultations from other company departments such as Legal Services, Procurement, Corporate Tax, and Accounting.

3. Company Board approvals

Certain transactions, as described below, require approval by the Company Board in addition to the project approvals required by this Policy 2.14 and Policy 2.11. Reference to the Company Board is the board of an individual company (Tampa Electric, New Mexico Gas Company, TECO Energy). Once approved by a Company Board there may be additional approval requirements by Emera as outlined in Section C.5. Any capital transactions requiring Emera level approval must be approved by the Company Board prior to such submission.

- a. Asset sales over \$100,000 (FMV and BV). Individual/bulk asset sales for excess, obsolete or salvage materials and equipment can be made under sale agreements or contracts that have been preapproved by the Company Board.
- b. All land sales.
- c. Leases (either as lessor or lessee) with a term of more than 3 years or a transaction size of over \$100,000. The transaction size for acquisitions of property under operating or capital leases shall be based on the undiscounted sum of lease payments over the lease term, including any purchase options.
- d. Release of land rights/easements etc. - All easement grants, releases, modifications, vacating platted ROW, restricted covenants, access agreements and subordinate rights require Company CEO and Company Board approval (the Company Board could elect to delegate this approval to the Company CEO and opt to receive quarterly updates of transactions approved by the CEO).

II. SIGNATURE AUTHORITY

A. What is an "agreement?"

For purposes of this policy, "agreement" means any agreement, contract, deed, license, permit application or other arrangement that commits TECO Energy or one of its subsidiaries. By way of example, "agreement" includes such instruments as a purchase order issued to a vendor for the purchase of goods needed in the ordinary course of business, an agreement to sell consulting services, a confidentiality or non-disclosure agreement, a commodity trading agreement, a "letter of intent," a developer agreement, a joint venture or partnership agreement, a corporate guaranty, a lease or acquisition of real property, a settlement agreement, and a release.

Any amendment, renewal or extension of an existing agreement shall be treated as a separate agreement for purposes of this policy.

B. Who can sign agreements?

1. General

Officers have authority, subject to limitations imposed by the Company Board of Directors or the Company CEO, to execute and deliver agreements in their functional area of responsibilities. A listing of areas of responsibilities and corresponding officers is set forth on Exhibit A. The designations on Exhibit A shall in no way limit the authority of any individual authorized by company board resolution or company bylaw.

2. Delegations

An officer may choose to delegate such authority to one or more team members reporting directly or indirectly to him or her, but only in ordinary course of business transactions. In order for authority to be delegated in accordance with this policy, the officer must sign a document in the form attached as Exhibit B and deliver such document to the designated legal assistant in the Legal Services department. A delegate is not permitted to further delegate the authority granted to him or her. Any officer who chooses to delegate his or her authority maintains responsibility for any actions undertaken by his or her delegate.

3. Ordinary goods and services

In addition to the signature authority of officers (and their authorized delegates) described in Section II.B.1 and 2 above, managers and directors in the Procurement department may sign agreements for the purchase of goods or services in the ordinary course of business, provided a delegation to Procurement is made in writing on the form attached as Exhibit B by the officer in the functional group for which the purchase or sale is made and the monetary amount of such purchase or sale does not exceed the maximum set forth in Exhibit B.

Such authority also includes the authority to sign confidentiality agreements signed with potential suppliers of such goods or services.



SUBJECT: Agreement Approval and Signature Authority

SECTION: Employee

POLICY NUMBER: 2.14

SCOPE: TECO Energy, Inc. and all its direct and indirect subsidiaries

EFFECTIVE: 07/01/16

SUPERSEDES: 2.14 (03/26/12), 2.14 (02/01/11)

DISTRIBUTION: Available to all team members via MyTECOnet

I. POLICY OVERVIEW

It is the policy of TECO Energy, Inc. ("TECO Energy") that agreements on behalf of TECO Energy or one of its subsidiaries shall be evidenced by a written contract and signed by an individual with corporate authority to enter into such agreement.

Reference to "Company" and "Company Board" refers to an individual company (e.g. Tampa Electric, New Mexico Gas Company, TECO Energy) with the exception of Exhibit C, which Company Board is in reference to Emera. Reference to the Company Board is the board of an individual company (e.g. Tampa Electric, New Mexico, TECO Energy).

The only individuals who have such authority are those who (i) have been authorized in an applicable board resolution, (ii) are officers designated as having such authority under the applicable company's bylaws or under this policy or (iii) are team members specifically delegated authority by such an officer in accordance with this policy.

In general, transactions outside the ordinary course of business require approval of the Company Board of Directors transacting business. Questions regarding corporate authorization should be addressed to the Legal Services department attorney designated for that line of business, who can advise as to whether Company Board approval is required and assist in obtaining needed approvals.

TECO Energy and its subsidiaries do not recognize agreements as binding unless they are signed by an individual with corporate authority. Individuals who enter into agreements without authority may be personally liable for such agreements, whether oral or written. Team members who enter into unauthorized agreements may also be subject to disciplinary action, up to and including termination.

ARTICLE VIII

Amendments

Section 1. Amendment, etc. The Board of Directors shall have the power to adopt, amend or repeal By-laws. By-laws adopted by the Board of Directors may be repealed or changed, and new By-laws made, by the stockholders, and the stockholders may prescribe that any By-law made by them shall not be altered, amended or repealed by the Board of Directors.

Section 6. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any By-law, agreement, vote of stockholders or disinterested directors or otherwise or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VII shall be made to the fullest extent permitted by law.

Section 7. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VII.

Section 8. Certain Definitions. For purposes of this Article VII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation shall stand in the same position under the provisions of this Article VII with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 4 of this Article VII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

despite the adjudication of liability but in view of all the circumstances of the case, he is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VII, as the case may be. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (i) by a majority vote of the directors who were not parties to such action, suit or proceeding, even though less than a quorum, (ii) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iv) by the stockholders. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VII, and notwithstanding the absence of any determination thereunder, any present or former director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Section 1 and 2 of this Article VII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the present or former director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Sections 1 or 2 of this Article VII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the present or former director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 4 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or former director seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 5. Expenses Payable in Advance. Expenses (including attorneys' fees) incurred in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such present or former director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VII.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be the calendar year, or such other period as may be adopted by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VII

Indemnification

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VII, the Corporation shall indemnify any present or former director or officer who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the director or officer did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VII, the Corporation shall indemnify any present or former director or officer who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which he shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that,

however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled (i) to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner and (ii) to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE V

Notices

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these By-laws, to be given to any director or stockholder, such notice may be given by mail, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these By-laws, to be given to any director or stockholder, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a director or a stockholder in person or by proxy at such a meeting shall constitute a waiver of notice to such director or stockholder of such meeting, except when such director or stockholder attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VI

General Provisions

Section 1. Dividends. Subject to the provisions of the Certificate of Incorporation, if any, dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any meeting, and may be paid in cash or in property. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

ARTICLE IV

Stock

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed in the name of the Corporation (i) by the Chairman or the Vice Chairman of the Board of Directors, or the President or a Vice President and (ii) by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these By-laws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 days nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided,

Section 6. President. The President shall be the chief executive officer of the Corporation and shall exercise general and active supervision over and management of the property, affairs and business of the Corporation and shall authorize other officers of the Corporation to exercise such powers as he, in his discretion, may deem to be in the best interests of the Corporation. The President shall preside at meetings of the stockholders and the Board of Directors in the absence or non-election of the Chairman of the Board. The President shall, in general, perform all duties incident to the office of President and shall have such other duties as the Board of Directors may from time to time prescribe.

Section 7. Vice President. The Vice President, or Vice Presidents, if any shall be appointed, shall have such duties as the Board of Directors, the President or these By-laws may from time to time prescribe.

Section 8. Treasurer. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, or the President, taking proper vouchers for such disbursements. He shall render to the President, the Board of Directors and each stockholder at the meetings of the Board of Directors or the stockholders, or whenever any of the foregoing may request it, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 9. Secretary. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and directors and all other notices required by law or by these By-laws, and in case of his absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the President, the directors or stockholders, upon whose request the meeting is called as provided in these By-laws. He shall record all the proceedings of the meetings of the Board of Directors, any committees thereof and the stockholders of the Corporation in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him by the Board of Directors or the President. He shall have the custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors or the President, and attest the same.

Section 10. Assistant Treasurers and Assistant Secretaries. Assistant Treasurers and Assistant Secretaries, if any shall be appointed, shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Board of Directors or the President.

of Directors, in its discretion, may also choose a Chairman of the Board of Directors, one or more Vice Chairmen (who must be directors) and one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers as it may deem proper. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these By-laws. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors and any Vice Chairman, need such officers be directors of the Corporation.

Section 2. Election. The Board of Directors shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by any officer of the Corporation and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present, in each case subject to having obtained the requisite Board of Directors' and stockholders' approvals with respect to any such matter. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if one shall be appointed, shall preside at all meetings of the stockholders and of the Board of Directors. During the absence or disability of the President, the Chairman of the Board of Directors shall exercise all the powers and discharge all the duties of the President. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these By-laws or by the Board of Directors.

Section 5. Vice Chairman. The Vice Chairman of the Board of Directors, if one shall be appointed, or the Vice Chairmen, if there shall be more than one, shall perform such duties and may exercise such other powers as from time to time may be assigned by these By-laws, the Board of Directors or the Chairman of the Board of Directors. In the absence or disability of the Chairman of the Board of Directors, or if there be none, the Vice Chairman shall preside at meetings of the stockholders and the Board of Directors.

Section 8. Actions of Board. Unless otherwise provided by law, the Certificate of Incorporation or these By-laws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if all the members of the Board of Directors consent thereto in writing, and such writing is filed with the minutes of proceedings of the Board of Directors.

Section 9. Meeting by Means of Conference Telephone. Unless otherwise provided by law, the Certificate of Incorporation or these By-laws, members of the Board of Directors of the Corporation may participate in a meeting of the Board of Directors by means of a conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other, and participation in a meeting pursuant to this Section 9 shall constitute presence in person at such meeting.

Section 10. Compensation. The directors who are officers or employees of an affiliate of the Corporation shall serve on the Board of Directors without compensation or reimbursement of expenses. The compensation of any other director shall be in the form of a fixed fee and expenses of attendance set by resolution adopted by the Board of Directors. Nothing herein contained, however, shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

Section 11. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest with respect to the contract or transaction are disclosed or are known to the Board of Directors, and the Board of Directors in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (ii) the material facts as to his or their relationship or interest with respect to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes the contract or transaction.

ARTICLE III

Officers

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board

ARTICLE II

Directors

Section 1. Qualification and Election of Directors. Directors need not be stockholders or citizens or residents of the United States of America. Each of the directors shall hold office until his resignation or removal in the manner hereinafter provided.

Section 2. Resignations. Any director may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Chairman of the Board, if any, the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

Section 3. Removal. Except as hereinafter provided, any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote for the election of directors, and the vacancy thus created may be filled, at such meeting, by the affirmative vote of holders of a majority of all the shares of stock outstanding and entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the earlier of their resignation or removal.

Section 5. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-laws conferred upon or reserved to the stockholders; provided, however, that any action taken by the Board of Directors shall be subject to reversal in the event of a contrary vote by the stockholders.

Section 6. Meetings. The Board of Directors may hold meetings either within or without the State of Delaware.

Section 7. Quorum. Unless otherwise provided by law, the Certificate of Incorporation or these By-laws, at all meetings of the Board of Directors, a majority of the entire Board of Directors then in office shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these By-laws, any question brought before any meeting of the stockholders shall be decided by the vote of the holders of a majority of the stock represented and voting on such question. Each stockholder represented at a meeting of the stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy.

Section 6. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, in a consent in writing, setting forth the action so taken, signed by the holders of outstanding stock entitled to vote thereon having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 7. Meeting by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these By-laws, any stockholder may participate in a meeting of the stockholders by means of a conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other, and participation in a meeting pursuant to this Section 7 shall constitute presence in person at such meeting.

Section 8. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least five days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to examination by any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least five days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 9. Stock Ledger. The stock ledger of the Corporation shall constitute the list required by Section 8 of this Article I and shall be the only evidence as to who are the stockholders entitled to examine the stock ledger or to vote in person or by proxy at any meeting of stockholders.

BY-LAWS
of
NEW MEXICO GAS COMPANY, INC.
(hereinafter called the "Corporation")

ARTICLE I

Meetings of Stockholders

Section 1. Place of Meetings. Meetings of the stockholders shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors or the Chairman of the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. An annual meeting of the stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall transact such business as may be properly brought before the meeting. Written notice of each annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, special meetings of the stockholders, for any purpose or purposes, may be called at any time by the Board of Directors. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 4. Quorum. Unless otherwise provided by law or by the Certificate of Incorporation, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Exhibit C
Emera Limits of Authority
Capital Spending

Management is authorized to make discretionary capital investments within the approval limits set out below. Such limits are to be calculated on a per transaction/investment basis, and are to be calculated cumulatively for a series of related transactions/investments. On a quarterly basis, management shall provide a report to the Board outlining all expenditures (other than those identified within the approved annual Budget, as described in Category 1 below) that are in excess of \$5 million and made pursuant to this authority. This authorization extends to:

1. Emera and all of its wholly owned subsidiaries, and
2. Emera's controlled but not wholly owned subsidiaries (ie, GBPC, BLP, etc.), subject to the additional approval requirements of each entity's own Board of Directors.

	Emera CEO	Emera Corporate Council
1) Capital Transactions specifically identified within approved annual budget:		
a) That are in direct support of existing operations, and reasonably considered to be in the ordinary course of business	No Limit	No Limit
b) That are not in direct support of existing operations, such as	Up to \$5mm ⁽¹⁾	Up to \$25mm ⁽¹⁾
a. Capital equipment assets in new operations or new geographies		
b. Real Estate (land and buildings)		
c. Shares or operating assets of new businesses		
2) Capital Transactions other than those specifically identified within approved annual budget:		
a) Capital equipment assets in direct support of existing operations (ordinary course of business)	Up to \$5mm	Up to \$25mm
b) Capital equipment assets not directly in support of existing operations	Up to \$5mm	Up to \$5mm
c) Real Estate (land and buildings)	Up to \$5mm	Up to \$5mm
d) Shares or operating assets of new businesses that are clearly aligned and in support of approved strategy	Up to \$5mm	Up to \$25mm
e) Shares or operating assets of new businesses that are not clearly aligned and in support of approved strategy	Nil ⁽²⁾	Nil ⁽²⁾
f) Miscellaneous assets (including IT hardware and software, office equipment and furniture, leasehold improvements, etc)	Up to \$5mm	Up to \$5mm
g) Other	Up to \$5mm	Up to \$5mm
3) Disposition of shares, or bulk sale of assets	Nil ⁽¹⁾	Nil ⁽¹⁾
4) Additional investment (by way of equity or loan or similar) by Emera or its wholly owned affiliates, in or to non-wholly owned affiliates	Up to \$5mm	Up to \$5mm

Note 1 – For clarity, Capital Transactions in excess of the limits of authority delegated to the CEO and Corporate Council require separate and specific discussion and approval from Emera's Board of Directors, unless specific and detailed analysis is provided as part of the Capital Budget and is approved on such basis. Line item inclusion in the Budget is not sufficient for Board approval of such items.

Note 2 – Transaction specific approval required.

Approved November 7, 2014

RESOLUTION OF

DZILTH-NA-O-DITH-HLE COMMUNITY GRANT SCHOOL BLOOMFIELD, NEW MEXICO

APPROVING A SUPPORTING RESOLUTION FOR NAVAJO TRUST LAND RIGHT-OF-WAY RENEWAL AND TO WAIVE COMPENSATION ON NAVAJO TRUST LAND FOR: DZILTH-NA-O-DITH-HLE COMMUNITY GRANT SCHOOL FOR A 2" NATURAL GAS DISTRIBUTION SYSTEM IN THE NW ¼, SECTION 24, T25N, R09W, NMPM, SAN JUAN COUNTY, NEW MEXICO.

WHEREAS:

Dzilth-na-o-dith-hle Community Grant School is located 26 miles South of Bloomfield, New Mexico along NM State highway 550, providing education to Navajo students from Kindergarten to 8th grade and residential program for high students grades from 9th to 12th grade; and

Dzilth-na-o-dith-hle Community Grant School is operated by four (4) member Board elected by Nageezi Chapter, Huerfano Chapter and Counselor Chapter; and

Dzilth-na-o-dith-hle Community Grant School infrastructure is tied into local utility services. Waterline is connected to Dzilth-na-o-dith-hle Community Grant School water system, Electrical service operated by Jemez Mountain Electric Cooperative and Natural Gas supply system tied in by New Mexico Gas Company; and

Dzilth-na-o-dith-hle Community Grant School was recently notified to renew Rights-of-way for the 2" natural gas distribution system in the NW ¼, Section 24, T25N, R09W, NMPM, San Juan County, New Mexico; and

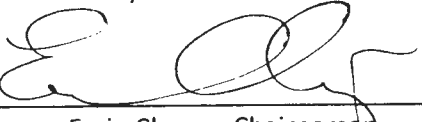
New Mexico Gas Company is requesting the compensation be waived due to the Dzilth-na-o-dith-hle Community Grant School servicing the Navajo Students.

NOW THEREFORE BE IT RESOLVED THAT

Dzilth-na-o-dith-hle Community Grant School hereby supports the Resolution to renew the rights-of-way for New Mexico Gas Company which serves Dzilth-na-o-dith-hle Community Grant School.

CERTIFICATION

WE HEREBY CERTIFY THAT THE FOREGOING RESOLUTION was duly considered by the Dzilth-na-o-dith-hle Community Grant School, at a duly called meeting at Dzilth-na-o-dith-hle Community Grant School, Bloomfield, New Mexico, at which a quorum was present and the same was passed by a vote of 02 in favor, 00 opposed, and 02 abstained on this 12th day of September, 2016. Motioned by Richard Begay, Seconded by Ervin Chavez.



Ervin Chavez, Chairperson

**RESOLUTION OF DZILTH-NA-O-DITH-HLE HEALTH BOARD
DZILTH-NA-O-DITH-HLE, NEW MEXICO**

APPROVING A SUPPORTING RESOLUTION FOR NAVAJO TRUST LAND RIGHT-OF-WAY RENEWAL AND TO WAIVE COMPENSATION ON NAVAJO TRUST LAND FOR: DZILTH-NA-O-DITH-HLE HEALTH CENTER FOR A 2" NATURAL GAS DISTRIBUTION SYSTEM IN THE NW ¼ , SECTION 24, T25N, R09W, NMPM, SAN JUAN COUNTY, NEW MEXICO.

WHEREAS:

Dzilth Health Center is located 26 miles South of Bloomfield, New Mexico along NM State highway 550 serves southern part of San Juan County with Medical service since 1984; and

Dzilth Health Center is operated by Shiprock Service Unit Indian Health Service and has a governing board called Dzilth Health Board; and

Dzilth Health Center infrastructure is tied into local utility services. Waterline is connected to the Dzilth-na-o-dith-hle Community Grant School water system, Electrical service line operated by Jemez Mountain Electric, and Natural gas supply tied into New Mexico Gas Company; and

Dzilth Health Center and Health Board was recently notified that the Rights-of-way for the 2" natural gas distribution system in the NW ¼ , Section 24, T25N, R09W, NMPM, San Juan County, New Mexico.

New Mexico Gas Company is requesting the compensation be waived due to the Dzilth Health center servicing the Navajo Community members.

NOW THEREFORE BE IT RESOLVED THAT

Dzilth Health Board hereby supports the Resolution to renew the rights-of-way for New Mexico Gas Company which serves Dzilth-na-o-dith-hle Health Center.

CERTIFICATION

WE HEREBY CERTIFY THAT THE FOREGOING RESOLUTION was duly considered by the Dzilth Health Board, at a duly called meeting at Dzilth Health Center, Dzilth-na-o-dith-hle, Navajo Nation, New Mexico, at which a quorum was present and the same was passed by a vote of 05 in favor, 00 opposed, and 00 abstained on this 09th day of September, 2016. Motioned by Jessie Valdez, Seconded by Ida Begay.


Ervin Chapter, Chairperson



**NAGEEZI CHAPTER
EASTERN NAVAJO AGENCY
DISTRICT 19**

Russell Begaye, Navajo Nation President

Jonathan Nez, Navajo Nation Vice-President

**RESOLUTION OF NAGEEZI CHAPTER
EASTERN AGENCY, DISTRICT 19**

RESOLUTION # NC 17-001

**SUPPORTING THE APPROVAL OF RIGHT-OF WAY RENEWAL AND
WAIVING COMPENSATION BY THE NAVAJO NATION FOR A 2" NATURAL
GAS DISTRIBUTION SYSTEM OWNED BY NEW MEXICO GAS COMPANY
THAT CROSSES NAVAJO TRUST LAND WITHIN NW 1/4, SECTION 24, T25N,
R09W, NMPM, SAN JUAN COUNTY, NEW MEXICO**

WHEREAS:

NAGEEZI CHAPTER is a certified local government entity of the Navajo Nation with the authority to solicit, promote, and protect the interest and the welfare of the Chapter and its Community pursuant to the Navajo Nation Resolution CJ 20-55, December 02, 1995 and Resolution CAP 34-98, October 01, 1998, adopting the Local Governance Act (LGA); and

NAGEEZI CHAPTER with the population of 2500 to 3000 residents, registered and non-registered voters, is made of up of nine (09) sub-communities including and not limited to: Nageezi, Lybrook, Twin Pines, Blanco, Kimbeto, Chaco Canyon, Escavada, Betoni Wash, Kinnadiz, and Dzilth-na-o-dith-hle. Nageezi Chapter is one of the largest land based chapters in the Eastern Agency of the Navajo Nation; and

New Mexico Gas Company currently has a 2" Natural Gas Distribution System crossing Navajo Trust Land within **NW 1/4, Section 24, T25N, R09W, NMPM, San Juan County, New Mexico**. Right-of-Way for the 2" Natural Gas Distribution System was approved 50 plus years ago, in which it will be expiring May 2017; and

Dzilth-na-o-dith-hle Community Grant School is located within **NW 1/4, Section 24, T25N, R09W, NMPM, San Juan County, New Mexico**; in which New Mexico Gas Company provides natural gas service to the school. Majority of the students attending Dzilth-na-o-dith-hle Community Grant School are Navajo children that come from varies communities within the Navajo Nation; and

Dzilth-na-o-dith-hle Health Center is located within **NW 1/4, Section 24, T25N, R09W, NMPM, San Juan County, New Mexico**; in which New Mexico Gas Company provides natural gas service to the health center. Majority of individuals that receive health care from Dzilth-na-o-dith-hle Health Center are Navajo people from Nageezi, Huerfano, Counselor, Ojo Encino, Pueblo Pintando which are all located within the Navajo Nation; and

Dzilth-na-o-dith-hle Navajo Housing Authority subdivision is located within **NW 1/4, Section 24, T25N, R09W, NMPM, San Juan County, New Mexico**; in which New Mexico Gas Company provides natural gas service to these NHA homes. Tenants that reside in these NHA homes are all Navajos; and

New Mexico Gas Company is requesting the compensation to be waived by Navajo Nation due to the natural gas distribution system benefitting Navajo people that reside in the Dzilth-na-o-dith-hle NHA homes, Navajo children attending Dzilth-na-o-dith-hle Community Grant School; and Navajo people that receive health care from Dzilth-na-o-dith-hle Health Center, and

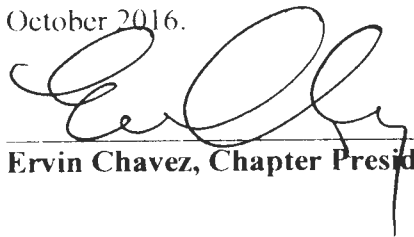
NAGEEZI CHAPTER Planning Committee on October 02, 2016 recommended the Proposed Resolution #NC-17-001 to the Regular Chapter Meeting scheduled for October 04, 2016.

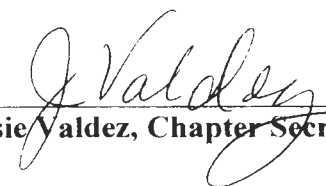
NOW THEREFORE BE IT RESOLVED THAT:

NAGEEZI CHAPTER HEREBY SUPPORTS THE APPROVAL OF RIGHT-OF-WAY RENEWAL AND WAIVING COMPENSATION BY THE NAVAJO NATION FOR A 2" NATURAL GAS DISTRIBUTION SYSTEM OWNED BY NEW MEXICO GAS COMPANY THAT CROSSES NAVAJO TRUST LAND WITHIN NW 1/4, SECTION 24, T25N, R09W, NMPM, SAN JUAN COUNTY, NEW MEXICO

C E R T I F I C A T I O N

WE HEREBY CERTIFY THAT THE FOREGOING RESOLUTION was duly presented and discussed at a duly called meeting of Nageezi Chapter, Navajo Nation (New Mexico), at which a quorum was present, motioned by Danny Platero, seconded by Alvin Brown, was voted on with 27 in favor, 00 opposed, and 02 abstained, this 04th day of October 2016.


Ervin Chavez, Chapter President


Jessie Valdez, Chapter Secretary/Treasurer



HUERFANO CHAPTER # 91

*P.O. BOX 968 * BLOOMFIELD, NEW MEXICO 87413 * (505) 960-1400 * FAX (505) 960-3044*

RESOLUTION OF HUERFANO CHAPTER

RESOLUTION # HUE-003-17

APPROVED SUPPORTING RESOLUTION FOR NAVAJO TRUST LAND RIGHT-OF-WAY RENEWAL AND TO WAIVE COMPENSATION ON NAVAJO TRUST LAND FOR: DZILTH-NA-O-DITH-HLE COMMUNITY GRANT SCHOOL, DZITH-NA-O-DITH-HLE HEALTH CENTER AND NAVAJO HOUSING AUTHORITY FOR A 2ND NATURAL GAS DISTRIBUTION SYSTEM IN THE NW ¼, SECTION 24, T25N, R09W, NMPM, SAN JUAN COUNTY, NEW MEXICO.

WHEREAS:

1. Huerfano Chapter is a certified local governmental entity of the Navajo Nation charged with the responsibility to solicit, promote and protect the interest and the welfare of the chapter and its community pursuant to the Navajo Nation Resolution CJ 20-55, December 02, 1995 and Resolution CAP 34-98, October 01, 1998, adopting the Local Governance Act (LGA): and
2. Huerfano Chapter with a population of 3000+ residents, both registered voters and non-registered community members, is made up of 08 sub-communities including Adobe, Bisti, Blanco, Carson, Gallegos, Huerfano, Jacquez, and Otis, being one of the largest land base chapters in the Eastern Agency of the Navajo Nation, and
3. The Dzilth-Na-O-Dith-Hle School boundaries includes 17 sub-communities within two (02) District 19 Chapters, of the Eastern Navajo Chapters, as well as Counselor Chapter communities; and
4. The majority of the students attend Dzilth-Na-O-Dith-Hle Community Grant School which is located 26 miles south of Bloomfield, New Mexico; and
5. New Mexico Gas Company is requesting the compensation be waived due to the natural gas distribution system servicing the Dzilth-Na-O-Dith-Hle Community Grant School that has majority of the Navajo students, Dzilth-Na-O-Dith-Hle Health Center serves the Navajo People, and Navajo Housing Authority homes occupied by 100% Navajo People.

WILSON RAY, SR.
CHAPTER PRESIDENT

JONATHAN PERRY
COUNCIL DELEGATE

IRENE L. HARVEY
CHAPTER VICE PRESIDENT

VERONICA PABLO-TSO
LAND BOARD

LOIS Y. WERITO
SECRETARY & TREASURER

JERRY CASTIANO
LAND BOARD

NOW, THEREFORE BE IT RESOLVED THAT:

Huerfano Chapter hereby approves the supporting resolution to renew the rights-of-way for the 2nd natural gas distribution system in the NW ¼, Section 24, T25N, R09W, NMPM, San Juan County, New Mexico.

C-E-R-T-I-F-I-C-A-T-I-O-N

We hereby certify that the foregoing resolution was duly presented and discussed at a called meeting of Huerfano Chapter, Navajo Nation (New Mexico), at which a quorum was present, motioned by Evelyn Benny, seconded by Sarah B. Yazzie, was voted on with 21 in favor, 00 opposed, and 04 abstained, this 13th day of October 2016.



Wilson Ray, Chapter President



Irene L. Harvey, Vice-President



Lois Y. Werite, Secretary/Treasurer

Jonathan Perry, Council Delegate

Dashboard Corporations UCC Partnerships Notary Public Trademarks
Service of Process Authentications Facsimile Signature Forms My Profile Contact Us

Welcome! HSURRATT Thursday, October 27, 2016

Logout

Search Information

Entity Details

Entity ID#: **4007456** Status: **Active**
Entity Name: **NEW MEXICO GAS COMPANY, INC.** Standing: **Good Standing**
DBA Name:

Entity Type and State of Domicile

Entity Type: **Foreign Profit Corporation** Domestic State: **Delaware**
Statute Law Code: **53-17-1 to 53-17-20**

Formation Dates

Reporting Information

Period of Existence and Purpose and Character of Affairs

Outstanding Items

Pending Reports:
No Pending Reports.

Contact Information

Mailing Address: **7120 WYOMING BLVD., NE, SUITE 20, Albuquerque, NM, 87102 USA**
Principal Place of Business in New Mexico: **7120 WYOMING BLVD., NE, SUITE 20, Albuquerque, NM, 87109 USA**
Secondary Principal Place of Business in New Mexico: **Not Applicable**
Principal Office Outside of New Mexico: **2711 CENTERVILLE ROAD, SUITE 400, Wilmington, DE, 19808 USA**
Registered Office in State of Incorporation: **2711 CENTERVILLE ROAD, SUITE 400, Wilmington, DE, 19808 USA**
Principal Place of Business in Domestic State/
Country:
Principal Office Location in NM: **Not Applicable**

Registered Agent Information

Name: **CLYDE F. WORTHEN**
Geographical Location Address:
Physical Address: **201 THIRD STREET NW STE 1200, ALBUQUERQUE, NM, 87102 USA** Mailing Address: **NONE**
Date of Appointment: **03/04/2008** Effective Date of Resignation:

Director Information

Title	Name	Address
Director	Ryan Shell	7120 Wyoming Blvd. NE, Suite 20, Albuquerque, NM, 87109 USA
Director	Christopher Huskilton	PO Box 111, Tampa, FL, 33601 USA

Officer Information

Title	Name	Address
President	RYAN SHELL	7120 WYOMING BLVD. NE, SUITE 20, ALBUQUERQUE, NM, 87109 USA
Vice President	THOMAS DOMME	7120 WYOMING BLVD. NE, SUITE 20, ALBUQUERQUE, NM, 87109 USA
Chief Legal Officer	CHARLES ATTAL, III	PO BOX 111, Tampa, FL, 33601 USA
Chief Human Resource Officer	PHIL BARRINGER	PO BOX 111, Tampa, FL, 33601 USA

Title	Name	Address
Treasurer	KIM CARUSO	PO BOX 111, TAMPA, FL, 33601 USA
Vice President	EDWARD KACER	7120 WYOMING BLVD NE, SUITE 20, ALBUQUERQUE, NM, 87109 USA
Secretary	DAVID SCHWARTZ	PO BOX 111, TAMPA, FL, 33601 USA
Tax Officer	VALERIE STRICKLAND	PO BOX 111, Tampa, FL, 33601 USA
Chief Financial Officer	SANDRA CALLAHAN	PO BOX 111, TAMPA, FL, 33601 USA
Vice President	TOMMY SANDERS	7120 WYOMING BLVD. NE, SUITE 20, ALBUQUERQUE, NM, 87109 USA
Controller	Deborah Keene	7120 Wyoming Blvd NE, Suite 20, Albuquerque, NM, 87109 USA
Chairman of the Board	Robert Bennett	PO Box 111, Tampa, FL, 33601 USA

Organizer Information

Not Applicable

Incorporator Information

Not Applicable

Trustee Information

Not Applicable

Share Information

Aggregate # of Authorized Shares 0

Itemized No

No Records to View

Issued Shares

No Records to View

Foreign Share DetailsAggregate # of Shares Authorized to issue
by Class and Series If any 0Estimated Gross Amount of Business that
will be Transacted in New Mexico for
current FY \$ 0.00Value of all Property owned in New Mexico
for current FY \$ 0.00

#Shares Voted For Amendment 0

#Shares Voted For Merger 0

#Shares Voted For Conversion 0

Aggregate # of Shares Issued by Class and
Series If any 0Gross Amount of Business Transacted
wherever for current FY \$ 0.00Value of all Property owned wherever for
current FY \$ 0.00

#Shares Voted against Amendment 0

#Shares Voted against Merger 0

#Shares Voted against Conversion 0

Financial Information

Not Applicable

Filing History**License History**

Entity Name History

25n10w-

19w-18c

HUERFANO SCHOOL & HOUSING REGULATOR STATION
IN-95
OL 1-60

25n10w-24b

25n9w-19a

HUERFANO ALTERNATE TAP
IN-720
OL 1-60

25n10w-24d




25n9w

25n10w-25b

25n9w

Legend

Gas Distribution Hotzones Description

-  Environmental Issues
-  Federal, Tribal, State, City
-  Waterways & Wetlands



Gas Station

Station Type

-  Town Border Station
-  Regulator Station

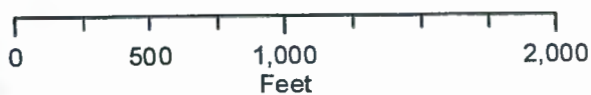
Mains by Pressure

PRESSURE, Operating Status

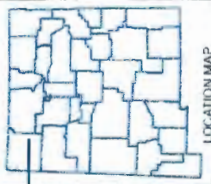
-  HP, OPR
-  VHP, OPR

N

Sensitive Areas within
T. 25 N., R. 19 W., S. 19 & T. 25 N., R. 19 W., S. 10



New Mexico
GAS COMPANY®
AN EMERA COMPANY



Service within Eastern
Navajo School Grounds
T 25N, R 9W, Section 19 and
T 25N, R 10W, Section 24 to ABQ Mainline
Bloomfield, NM

THIS MAP IS A SERVICE MAP AND NOT A SURVEY MAP. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN TO SHOW THE LOCATION OF THE SERVICE LINE. THE LOCATION OF THE SERVICE LINE IS BASED ON THE BEST AVAILABLE INFORMATION. THE LOCATION OF THE SERVICE LINE IS NOT GUARANTEED. THE LOCATION OF THE SERVICE LINE IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN TO SHOW THE LOCATION OF THE SERVICE LINE. THE LOCATION OF THE SERVICE LINE IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN TO SHOW THE LOCATION OF THE SERVICE LINE.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community



**FOR INFORMATION ONLY.
DO NOT USE FOR LINE LOCATING.**
Location of NMGC facilities are not survey accurate.
Instead, NMGC facilities are generally shown.

E. M. Newman states that he is a registered professional civil engineer employed by ~~AMERICAN UNION GAS COMPANY~~, that the survey of the proposed natural gas pipeline right of way shown on this map was made under his supervision, and that to the best of his knowledge and belief such survey is accurately represented on this map.

Reported this 14th day of April, 1947

E. H. Newman

Submitted and sworn to by E. E. Herman before me this

By Commission Expires:
June 1, 1962

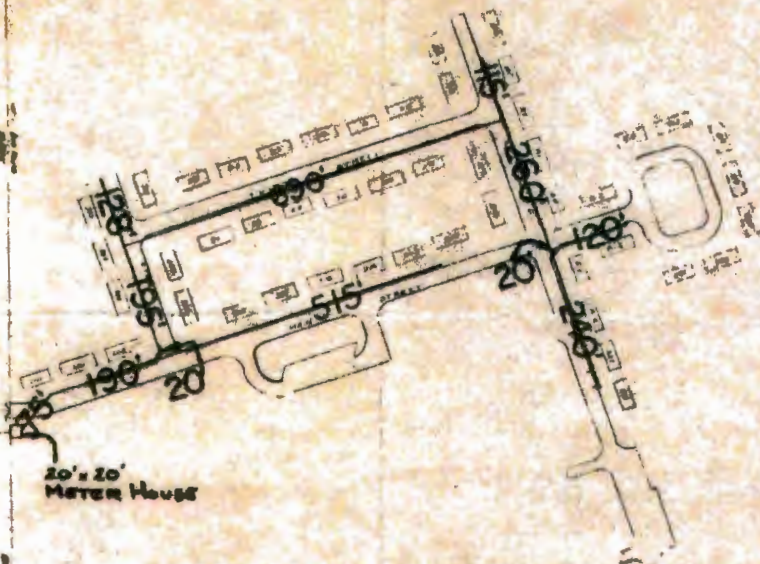
Wm. F. Venable
Notary Public in and for
Dallas County, Texas

A. G. Frenzel does hereby certify that he is the Chief Engineer of SOUTHERN UNION GAS COMPANY, herein designated "Applicant", that H. E. Hansen who executed the Engineer's Affidavit is a registered professional civil engineer employed by Applicant, that the survey of the right of way for the proposed gas pipeline was made under authority of the Applicant and the approximate final location of such facilities, and that this map has been prepared for submission to the Area Director in order that Applicant may obtain the benefits of the Act of Congress, approved August 1, 1935 (49 Stat. 17, 25 U.S.C. 123), and 25 CFR Part 264.

Received this 18th day of APRIL 1967

A. J. Brail *af*
Chief Engineer of
SOUTHERN UNION GAS COMPANY

Site plan traced from U. S. Department of the Interior
Bureau of Indian Affairs map of Project No. LM 34-089
Eastern Navajo School, Alamosa Trading Post, New Mexico
Key Map Drawing SP-358



All pipelines to be laid
3 feet behind curb lines

Approved for a period of 50 years from date 7/
January 1, 1968 subject to the provisions of the Act
of February 3, 1968 (50 Stat. 17, 25 U.S.C.A. 323) and
Departmental Regulations, 25 CFR Part 161, and subject to
any valid existing rights or adverse claim.

✓ 51 Bellevue Police NOV 3 - 1967

AREA DIRECTOR



Date: 2/2/2015

ENGINEERING DEPT.

DALLAS, TEXAS

SOUTHERN UNION GAS COMPANY

APPLICATION FOR RIGHT OF WAY FOR NATURAL GAS
PIPELINES TO BE CONSTRUCTED OF 2" WELDED STEEL
PIPE WITHIN THE GROUNDS OF THE EASTERN NAVAJO
SCHOOL LOCATED IN NW/4 Sec. 19, T 25 N, R 9 W
NMPN, San Juan County, New Mexico
Length of Right of Way: 2568 feet
Width of Right of Way: 10 feet

SCALE: 1" = 200'

DATE: 20 JAN 67

Drawn by: M. Dickson

CHECKED BY: *SHZ*

REVISÉ

SUG. B/M No. 105-20

Document No. 007282Date Issued: 12/27/2016**EXECUTIVE OFFICIAL REVIEW****EXHIBIT**

tabbies

DTitle of Document: NMGC, Inc ROW Renewal Dzilh-na-o-dith-hContact Name: DRAPER, HOProgram/Division: DIVISION OF NATURAL RESOURCESEmail: michellehoskie@frontier.comPhone Number: 928-871-6447☐ **Business Site Lease**

Sufficient Insufficient

- | | | | | |
|---|-------|-------------|--------------------------|--------------------------|
| 1. Division: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Controller: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| (only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review) | | | | |
| 3. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions**

- | | | | | |
|------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. Division: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications**

- | | | | | |
|-------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. Office of Management and Budget: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Controller: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **Navajo Housing Authority Request for Release of Funds**

- | | | | | |
|------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. NNEPA: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **Lease Purchase Agreements**

- | | | | | |
|------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. Office of the Controller: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| (recommendation only) | | | | |
| 2. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **Grant Applications**

- | | | | | |
|-------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. Office of Management and Budget: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Controller: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval**

- | | | | | |
|------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. Division: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **Relinquishment of Navajo Membership**

- | | | | | |
|------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. Land Department: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Elections: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **Land Withdrawal or Relinquishment for Commercial Purposes**

Sufficient Insufficient

1. Division: _____ Date: _____ ☐ ☐

2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **Land Withdrawals for Non-Commercial Purposes, General Land Leases and Resource Leases**

1. NLD _____ Date: _____ ☐ ☐

2. F&W _____ Date: _____ ☐ ☐

3. HPD _____ Date: _____ ☐ ☐

4. Minerals _____ Date: _____ ☐ ☐

5. NNEPA _____ Date: _____ ☐ ☐

6. DNR _____ Date: _____ ☐ ☐

7. DOJ _____ Date: _____ ☐ ☐

☐ **Rights of Way**

1. NLD _____ Date: _____ ☐ ☐

2. F&W _____ Date: _____ ☐ ☐

3. HPD _____ Date: _____ ☐ ☐

4. Minerals _____ Date: _____ ☐ ☐

5. NNEPA _____ Date: _____ ☐ ☐

6. Office of the Attorney General: _____ Date: _____ ☐ ☐

7. OPVP _____ Date: _____ ☐ ☐

☐ **Oil and Gas Prospecting Permits, Drilling and Exploration Permits, Mining Permit, Mining Lease**

1. Minerals _____ Date: _____ ☐ ☐

2. OPVP _____ Date: _____ ☐ ☐

3. NLD _____ Date: _____ ☐ ☐

☐ **Assignment of Mineral Lease**

1. Minerals _____ Date: _____ ☐ ☐

2. DNR _____ Date: _____ ☐ ☐

3. DOJ _____ Date: _____ ☐ ☐

☐ **ROW (where there has been no delegation of authority to the Navajo Land Department to grant the Nation's consent to a ROW)**

1. NLD _____ Date: _____ ☐ ☐

2. F&W _____ Date: _____ ☐ ☐

3. HPD _____ Date: _____ ☐ ☐

4. Minerals _____ Date: _____ ☐ ☐

5. NNEPA _____ Date: _____ ☐ ☐

6. DNR _____ Date: _____ ☐ ☐

7. DOJ _____ Date: _____ ☐ ☐

8. OPVP _____ Date: _____ ☐ ☐

☐ **OTHER:**

1. _____ Date: _____ ☐ ☐

2. _____ Date: _____ ☐ ☐

3. _____ Date: _____ ☐ ☐

4. _____ Date: _____ ☐ ☐

5. _____ Date: _____ ☐ ☐

Why no other signatures?

5/13/17

5-23-17



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
5/16/17 8:54am
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 007282
SAS #:
UNIT: DNRU

☒ RESUBMITTAL
4/18/17

*** FOR NNDOJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE	
DATE OF REQUEST: 5/16/17	ENTITY/DIVISION: DNR
CONTACT NAME: Michelle Huskie	DEPARTMENT: GUSD
PHONE NUMBER: 6447	E-MAIL: michellehuskie@navajo.gov
TITLE OF DOCUMENT: ROW - NM Gas Co - 16-8970	
DOJ SECRETARY TO COMPLETE	
DATE/TIME IN UNIT: 5.16.17 9:30am	REVIEWING ATTORNEY/ADVOCATE: Kevin Chee 5.25.17
DATE/TIME OUT OF UNIT: 5.19.17 11:50am	
DOJ ATTORNEY / ADVOCATE COMMENTS	
~ EA is mentioned but is not attached but Biological Resources Compliance Form & Cultural Resources Determination form are attached for existing	
REVIEWED BY: (PRINT) J RIME HEE	DATE / TIME 5/18/17
SURNAMED BY: (PRINT) Jael Fructan	DATE / TIME 5/18/17
DOJ Secretary Called: michelle H.	for Document Pick Up on 5.19.17 at 11:35 By: J
PICKED UP BY: (PRINT)	DATE / TIME:

NNDOJ/DRRF-July 2013

COMPLETED

ROW Natural Gas Distribution License & this NMGC Application is for the Renewal of the Existing ROW Natural Gas Distribution License. The Document is, therefore, legally sufficient. Thx - Trime / 5/18/17

Navajo Land Title Data System (NLTD5)
Navajo Land Title, Navajo Land Title Data System - Windowrock AZ:
Document Information

Document Information	
Document Name:	003_H005_00007282.zip
Revision:	
Version:	1
Document Date:	
Document Author:	Michelle Hoskie NLD (Navajo Land Title Data System - Windowrock AZ)
Document Status:	Sufficient
DocumentType:	164 Review Process
Effective Date:	17-Apr-2017
Expires:	Never
Uploaded from:	Navajo Land Title Data System (NLTD5) Phase 1: Plan for Quality Management System
	Step 959: 003_H005_00007282
	Task 1: Upload and Manage Documents
Size:	38291 KB
Date Uploaded:	22-Feb-2017
Maintained by:	Project Management Team

No Document Distribution Locations

The 3 Document Voting Results						
User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Renewal documents are sufficient.	1.	07-Mar-2017
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Again there was no EA to review with this packet. Only a map and several Resolutions from Chapters. Please consult our office should your project impact any waterway, ephemeral or perennial. A Clean Water Act Section 401 Certification may be needed. You may contact our office at 928-871-7690. Thank you.	1.	27-Mar-2017
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. 17NMGCD1a5	1.	20-Mar-2017
Pam Maples EPA (Navajo Land Title Data System - Windowrock AZ)	Storage Tanks Program - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. I am assuming that this activity will be within the confines of an existing housing area.	1.	28-Feb-2017
Patrick Antonio EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Supervisor	Navajo Nation Environmental Protection Agency	Approved	1. No immediate construction. ROW renewal for the operation and maintenance of an existing 2-inch natural gas distribution line.	1.	24-Feb-2017
Robert Allen DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	1. subject to inserting Terms and Conditions Form and ROW Indenture form	1.	27-Feb-2017
Yolanda Barney EPA (Navajo Land Title Data System - Windowrock AZ)	Public Water System Supervision Program	Navajo Nation Environmental Protection Agency	Approved	<i>no comments</i>	<i>No Reply</i>	22-Feb-2017

The 3 Document Voting Results						
User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Bidtah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Approved	1. Please note the comment from Minerals Dept.	1.	12-Apr-2017
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. approval contingent on compliance with all Environmental Laws.	1.	28-Mar-2017
Sam Dismood (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	<i>no comments</i>	<i>No Reply</i>	28-Mar-2017
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	1. This vote is contingent on permanent inclusion of the uploaded Terms and Conditions document with final document. slp	1.	06-Apr-2017
Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ)	HPD Reviewer	Historic Preservation Department	Approved	1. I've attached approved CRID Form (Archaeological Approval) for the renewal.	1.	30-Mar-2017
W. Mike Halona (Navajo Land Title Data System - Windowrock AZ)	Manager III Navajo Land Department	NLD Administration	Approved	<i>no comments</i>	<i>No Reply</i>	27-Mar-2017

Document Activity				
Date	Actions	User	Old Value	New Value
4/17/2017 17:02	Viewed	Michelle Hoskie NLD		
4/17/2017 17:02	Document Status modified	Michelle Hoskie NLD	Pending	Approved
4/12/2017 6:27	Viewed	Bidtah N. Becker		
4/4/2017 14:27	Viewed	Bidtah N. Becker		
3/30/2017 12:49	Viewed	Tamara Billie NNHP		
3/30/2017 12:41	Viewed	Tamara Billie NNHP		
3/29/2017 10:32	Viewed	Ronnie Ben EPA		
3/28/2017 12:16	Viewed	Sam Dismood		
3/28/2017 12:14	Viewed	Sam Dismood		
3/27/2017 17:57	Viewed	Steven Prince MIN		
3/27/2017 17:40	Viewed	Tamara Billie NNHP		
3/27/2017 17:31	Viewed	W. Mike Halona		
3/27/2017 17:30	Viewed	W. Mike Halona		
3/27/2017 17:30	Viewed	W. Mike Halona		
3/27/2017 16:28	Viewed	Lee Anna Martinez EPA		
3/20/2017 18:37	Viewed	Pam Kyselka F&W		
3/16/2017 14:40	Document Approver Nudged	Stevie Hudson GLDD		Pam Kyselka F&W was nudged about a pending approval request.
3/16/2017 14:40	Document Approver Nudged	Stevie Hudson GLDD		Lee Anna Martinez EPA was nudged about a pending approval request.
3/13/2017 12:15	Document Approver Nudged	Stevie Hudson GLDD		Pam Kyselka F&W was nudged about a pending approval request.
3/15/2017 12:15	Document Approver Nudged	Stevie Hudson GLDD		Lee Anna Martinez EPA was nudged about a pending approval request.
3/8/2017 14:49	Viewed	Lee Anna Martinez EPA		
3/8/2017 12:53	Viewed	Lee Anna Martinez EPA		
3/7/2017 15:45	Viewed	Eugenia Quintana EPA		
3/7/2017 11:15	Viewed	Stevie Hudson GLDD		
3/1/2017 10:38	Viewed	Lee Anna Martinez EPA		
2/28/2017 10:26	Viewed	Pam Maples EPA		
2/27/2017 15:50	Viewed	Robert Allen DNR		
2/27/2017 12:17	Viewed	Robert Allen DNR		
2/24/2017 11:34	Viewed	Patrick Antonio EPA		
2/23/2017 13:39	Viewed	Pam Kyselka F&W		
2/22/2017 17:13	Viewed	Yolanda Barney EPA		
2/22/2017 15:52	Uploaded	Michelle Hoskie NLD		



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
4/18/17 10:52 am
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 007282
SAS #:
UNIT: NRU

☐ RESUBMITTAL

*** FOR NNDOJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE

DATE OF REQUEST: April 18, 2017 ENTITY/DIVISION: DNR
CONTACT NAME: Michelle Hoskie DEPARTMENT: GLDD
PHONE NUMBER: X6447 E-MAIL: michellenhoskie@Frontier.com
TITLE OF DOCUMENT: NMGC, Inc Row Renewal New Mexico Gas

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 4/19/17 8:28 REVIEWING ATTORNEY/ADVOCATE: (EOR) Inme Chee 5-1-17
DATE/TIME OUT OF UNIT:

DOJ ATTORNEY / ADVOCATE COMMENTS

Doc. Rtd. to GLDD Ofc. to attach EA & Current Environmental 3 Arch Survey Reports and Site Assessment which is required since this is 20 year.

REVIEWED BY: (PRINT)	DATE / TIME	SURNAMED BY: (PRINT)	DATE / TIME
Inme Chee			

DOJ Secretary Called: for Document Pick Up on at By:

PICKED UP BY: (PRINT) DATE / TIME:

NNDOJ/DRRF-July 2013

Term ROW that is being re-newed.

Thx - Inme

Navajo Land Title Data System (NLTD5)
Navajo Land Title, Navajo Land Title Data System - Windowrock AZ:
Document Information

Document Information	
Document Name:	003_H005_00007282.xlp
Revision:	
Version:	1
Document Desc:	
Document Author:	Michelle Hoskie NLD (Navajo Land Title Data System - Windowrock AZ)
Document Status:	Sufficient
Document Type:	164 Review Process
Effective Date:	17-Apr-2017
Expires:	Never
Uploaded from:	Navajo Land Title Data System (NLTD5) Phase 1: Plan for Quality Management System
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The 1 Document Voting Results						
User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Renewal documents are sufficient.	1.	07-Mar-2017
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Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. 17NMGC01a3	1.	20-Mar-2017
Pam Maples EPA (Navajo Land Title Data System - Windowrock AZ)	Storage Tanks Program - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. I am assuming that this activity will be within the confines of an existing housing area.	1.	28-Feb-2017
Patrick Antonio EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Supervisor	Navajo Nation Environmental Protection Agency	Approved	1. No immediate construction. ROW renewal for the operation and maintenance of an existing 2-inch natural gas distribution line.	1.	24-Feb-2017
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	1. subject to inserting Terms and Conditions Form and ROW Indenture form	1.	27-Feb-2017
Volanda Barney EPA (Navajo Land Title Data System - Windowrock AZ)	Public Water System Supervision Program	Navajo Nation Environmental Protection Agency	Approved	<i>no comments</i>	<i>No Reply</i>	22-Feb-2017

The 2 Document Voting Results						
User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Bidtah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Approved	1. Please note the comment from Minerals Dept.	1.	12-Apr-2017
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. approval contingent on compliance with all Environmental Laws.	1.	29-Mar-2017
Sam Dinwood (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Fish and Wildlife	Approved	<i>no comments</i>	<i>No Reply</i>	28-Mar-2017
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	1. This vote is contingent on permanent inclusion of the uploaded Terms and Conditions document with final document. xlp	1.	06-Apr-2017
Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ)	HPD Reviewer	Historic Preservation Department	Approved	1. I've attached approved CRID Form (Archaeological Approval) for the renewal.	1.	30-Mar-2017
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2/22/2017 17:13	Viewed	Volanda Barney EPA		
2/22/2017 15:52	Uploaded	Michelle Hoskie NLD		

Michelle Hoskie

From: Irvin Chee <ichee@nndoj.org>
Sent: Thursday, May 11, 2017 6:00 PM
To: Michelle Hoskie
Subject: RE: 7282 NM Gas Company ROW

Michelle,

You could contact NNEPA and NNF&WL to see if an EA needs to be attached. If not, have you or Mr. Betoni and/or the sponsors state in writing that there should not be any problem if no EA is attached but only Biological Resources and Compliance Form along with Cultural Resources Determination Form since all Departments that reviewed the packet did vote for approval of the packet if you look at the Navajo Land Title Data System that is attached. At times, we don't require EA because Biological Resources and Compliance Form along with Cultural Resources Determination Forms are attached like in this case. Please returned the packet back to DOJ after you talked with NNEPA and/or NNF&WL to see if we need to attach an EA.

Thx.-Irvine

From: Michelle Hoskie [mailto:michellehoskie@frontier.com]
Sent: Thursday, May 11, 2017 4:26 PM
To: Irvin Chee
Subject: 7282 NM Gas Company ROW

I talk to Juan Betoni he said they do not have a EA. So what do you want to do from here because you said if not we can go without it .

*Michelle P. Hoskie, Office Specialist
General Land Development Department
P.O. Box 69
St. Michaels Az, 86511
928-871-6447*



EXHIBIT " D "

NAVAJO NATION RIGHT-OF-WAY TERMS AND CONDITIONS

New Mexico Gas Company

(GRANTEE)

(ROW Renewal for 2" distribution line to Dzilth-na-o-dith-hle
Community Grant School, Health Center, and Navajo Housing Authority)

1. The term of the right-of-way shall be for twenty (20) years, beginning on the date the right-of-way is granted by the Secretary of Interior.
2. Consideration for the right-of-way is assessed at \$ 18,513.21 and shall be paid in full to the Controller of the Navajo Nation, in lawful money of the United States, and a copy of the receipt for such payment provided to the Navajo Nation Minerals Department, or its successor, within 10 days of approval of and consent to the grant of the right-of-way by the Navajo Nation.

If consideration has been waived, the Navajo Nation contributes the amount listed above to the project because the project serves a public purpose and will benefit Navajo residents.

3. The Grantee may develop, use and occupy the right-of-way for the purpose(s) of operating and maintaining a pre-existing 2" natural gas distribution pipeline. The Grantee may not develop, use or occupy the right-of-way for any other purpose, nor allow others to use or occupy the right-of-way for any other purpose, without the prior written approval of the Navajo Nation and the Secretary of the Interior. The approval of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation. The Grantee may not develop, use or occupy the right-of-way for any unlawful purpose.
4. In all activities conducted by the Grantee within the Navajo Nation, the Grantee shall abide by all laws and regulations of the Navajo Nation and of the United States, now in force and effect or as hereafter may come into force and effect, including but not limited to the following:
 - a. Title 25, Code of Federal Regulations, Part 169; subject to the terms of this right-of-way.
 - b. All applicable federal and Navajo Nation antiquities laws and regulations, with the following additional condition: In the event of a discovery all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, "discovery" means any previously unidentified or incorrectly identified cultural resources, including but not limited to archaeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices;
 - c. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 et seq.; and
 - d. The Navajo Nation Water Code, 22 N.N.C. § 1101 et seq. Grantee shall apply for and submit all applicable permits and information to the Navajo Nation Water Resources Department, or its successor.
5. The Grantee shall ensure that the air quality of the Navajo Nation is not jeopardized due to violation of applicable laws and regulations by its operations pursuant to the right-of-way.

6. The Grantee shall clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way, and shall dispose of all vegetation and other materials cut, uprooted or otherwise accumulated during any surface disturbance activities.
7. The Grantee shall reclaim all surface lands disturbed related to the right-of-way, as outlined in a restoration and revegetation plan, which shall be approved by the Navajo Nation Environmental Protection Agency (NNEPA) prior to any surface disturbance. The Grantee shall comply with all provisions of such restoration and revegetation plan and shall notify the Director of the NNEPA immediately upon completion of the surface disturbance activities so that a site inspection can be made.
8. The Grantee shall at all times during the term of the right-of-way and at the Grantee's sole cost and expense, maintain the land subject to the right-of-way and all improvements located thereon and make all necessary and reasonable repairs.
9. The Grantee shall obtain prior written permission to cross existing rights-of-way, if any, from the appropriate parties.
10. The Grantee shall be responsible for and promptly pay all damages when they are sustained.
11. The Grantee shall indemnify and hold harmless the Navajo Nation and the Secretary of the Interior and their respective authorized agents, employees, landusers and occupants, against any liability for loss of life, personal injury and property damages arising from the development, use or occupancy or use of right-of-way by the Grantee.
12. The Grantee shall not assign, convey, transfer or sublet, in any manner whatsoever, the right-of-way or any interest therein, or in or to any of the improvements on the land subject to the right-of-way, without the prior written consent of the Navajo Nation and the Secretary of the Interior. Any such attempted assignment, conveyance or transfer without such prior written consent shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation.
13. The Navajo Nation may terminate the right-of-way for violation of any of the terms and conditions stated herein. In addition, the right-of-way shall be terminable in whole or part by the Navajo Nation for any of the following causes:
 - a. Failure to comply with any term or condition of the grant or of applicable laws or regulations;
 - b. A non-use of the right-of-way for the purpose for which it is granted for a consecutive two year period; and
 - c. The use of the land subject to the right-of-way for any purpose inconsistent with the purpose for which the right-of-way is granted.
 - d. An abandonment of the right-of-way.
14. At the termination of this right-of-way, the Grantee shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, the Grantee shall provide the Navajo Nation, at the Grantee's sole cost and expense, with an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises.
15. Holding over by the Grantee after the termination of the right-of-way shall not constitute a renewal or extension thereof or give the Grantee any rights hereunder or in or to the land subject to the right-of-way or to any improvements located thereon.

16. The Navajo Nation and the Secretary of the Interior shall have the right, at any reasonable time during the term of the right-of-way, to enter upon the premises, or any part thereof, to inspect the same and any improvements located thereon.
17. By acceptance of the grant of right-of-way, the Grantee consents to the full territorial legislative, executive and judicial jurisdiction of the Navajo Nation, including but not limited to the jurisdiction of the Navajo Nation, including but not limited to the jurisdiction to levy fines and to enter judgments for compensatory and punitive damages and injunctive relief, in connection with all activities conducted by the Grantee within the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation.
18. By acceptance of the grant of right-of-way, the Grantee covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing contained in this provision shall be construed to negate or impair federal responsibilities with respect to the land subject to the right-of-way or to the Navajo Nation.
19. Any action or proceeding brought by the Grantee against the Navajo Nation in connection with or arising out of the terms and conditions of the right-of-way shall be brought only in the Courts of the Navajo Nation, and no such action or proceeding shall be brought by the Grantee against the Navajo Nation in any court of any state.
20. Nothing contained herein shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.
21. Except as prohibited by applicable federal law, the law of the Navajo Nation shall govern the construction, performance and enforcement of the terms and conditions contained herein.
22. The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of the Grantee, and the term "Grantee," whenever used herein, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees and agents.
23. There is expressly reserved to the Navajo Nation full territorial legislative, executive and judicial jurisdiction over the right-of-way and all lands burdened by the right-of-way, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring within the right-of-way; and the right-of-way and all lands burdened by the right-of-way shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction.
24. The Navajo Nation reserves the right to grant rights-of-way within the right-of-way referenced herein for utilities, provided that such rights-of-ways do not unreasonably interfere with the Grantee's use of the right-of-way.