

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
Of the 23rd Navajo Nation Council---Second Year 2016

AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE ASSIGNMENT OF RIGHTS-OF-WAY AND RELATED FACILITIES FROM CONOCOPHILLIPS COMPANY TO WESTERN REFINING SOUTHWEST, INC. AND A CHANGE IN USE PLAN TO TRANSPORT CRUDE OIL INSTEAD OF PETROLEUM PROJECTS

BE IT ENACTED:

SECTION ONE. AUTHORITY

Pursuant to 2 N.N.C. Section 501(B)(2), the Resources and Development Committee of the Navajo Nation Council has the authority to grant final approval of all land withdrawals, non-minerals 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.

SECTION TWO. FINDINGS

A. The former Resources Committee of the Navajo Nation Council by Resolution No. RCJN-77-05 dated June 23, 2005 (Exhibit "A") extended the term of ConocoPhillips Company's (ConocoPhillips) petroleum projects pipeline rights-of-way and related facilities for term expiring on October 17, 2025

B. The rights-of-way included the Bisti main pipeline Wingate water line, discharge ponds, flame site, fuel lines, Chaco suction line, Chaco discharge and delivery lines.

C. The Resources and Development Committee by Resolution No. RDSCD-57-11 dated December 20, 2011 (Exhibit "B") approved two

water well sites for ConocoPhillips; the Resources Committee by Resolution No. RCAP-74-97 dated April 15, 1997 (Exhibit "C") approved the Chaco Pump Station rights-of-way consisting of 1.09 acres, more or less.

D. Western Refining Southwest, Inc. has submitted an application for the approval of a partial assignment of rights-of-way and related-facilities, except 37.475 acres occupied by the suction discharge ponds which will be retained by ConocoPhillips, which will be responsible for the maintenance, abandonment and reclamation of the discharge ponds sites.

E. Western Refining Southwest, Inc. is also requesting to approve the conversion of petroleum products pipeline to transport crude oil.

F. The entire annual rights-of-way consideration payment will be the responsibility of the Western Refining Southwest, Inc. at the approval of the assignment.

SECTION THREE. APPROVAL

The Resources and Development Committee of the Navajo Nation Council hereby approves the assignment of rights-of-way and related-facilities shown in Exhibits "A", "B", and "C" from ConocoPhillips to Western Refining Southwest, Inc. and transportation of crude oil instead of petroleum project through the pipelines. The assignment does not include the 37.475 acres covered by discharge ponds, maintenance and abandonment of the ponds will remain the responsibility of ConocoPhillips. Western Refining Southwest, Inc. will be responsible to make the entire annual payments pursuant to the terms and conditions of the agreement in Exhibit "A". Western Refining Southwest, Inc. will be responsible to make the entire annual payments pursuant to the terms and conditions of the agreement in Exhibit "A". Western Refining Southwest, Inc. shall also abide by all the terms and conditions covered by the resolution in Exhibits "A", "B" and "C".

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at Navajo Department of Transportation, (Navajo Nation) Tse Bonito, New Mexico, at which quorum was present and that same was passed by a vote of 2 in favor, 1 opposed, 1 abstained this 13th day of September, 2016.

A handwritten signature in black ink, appearing to read 'Alton Joe Shepherd', with a long horizontal stroke extending to the right.

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

Motion: Honorable Walter Phelps
Second: Honorable Benjamin Bennett

EXECUTIVE OFFICIAL REVIEWTitle of Document: ROWs Assignments from ConocoPhil to WRSI Contact Name: ZAMAN, AKHTARProgram/Division: DIVISION OF NATURAL RESOURCESEmail: zamanakh@yahoo.com Phone Number: 928-871-6588☐ **Business Site Lease** Sufficient Insufficient

- | | | | |
|---|-------------|---|---|
| 1. Division: _____ | Date: _____ | □ | □ |
| 2. Office of the Controller: _____ | Date: _____ | □ | □ |
| (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: _____ | □ | □ |

☐ **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: _____ | □ | □ |
| 2. Office of the Attorney General: _____ | Date: _____ | □ | □ |

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

- | | | | |
|---|-------------|---|---|
| 1. Office of Management and Budget: _____ | Date: _____ | □ | □ |
| 2. Office of the Controller: _____ | Date: _____ | □ | □ |
| 3. Office of the Attorney General: _____ | Date: _____ | □ | □ |

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

- | | | | |
|--|-------------|---|---|
| 1. NNEPA: _____ | Date: _____ | □ | □ |
| 2. Office of the Attorney General: _____ | Date: _____ | □ | □ |

☐ **Lease Purchase Agreements**

- | | | | |
|--|-------------|---|---|
| 1. Office of the Controller: _____ | Date: _____ | □ | □ |
| (recommendation only) | | | |
| 2. Office of the Attorney General: _____ | Date: _____ | □ | □ |

☐ **Grant Applications**

- | | | | |
|---|-------------|---|---|
| 1. Office of Management and Budget: _____ | Date: _____ | □ | □ |
| 2. Office of the Controller: _____ | Date: _____ | □ | □ |
| 3. Office of the Attorney General: _____ | Date: _____ | □ | □ |

☐ **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: _____ | □ | □ |
| 2. Office of the Attorney General: _____ | Date: _____ | □ | □ |

☐ **Relinquishment of Navajo Membership**

- | | | | |
|--|-------------|---|---|
| 1. Land Department: _____ | Date: _____ | □ | □ |
| 2. Elections: _____ | Date: _____ | □ | □ |
| 3. Office of the Attorney General: _____ | Date: _____ | □ | □ |

☐ **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)**

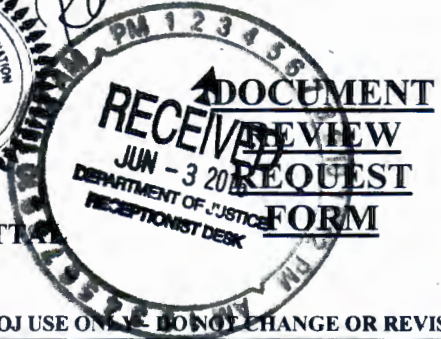
1. NLD	_____	Date: _____	☐	☐
2. F&W	_____	Date: _____	☐	☐
3. HPD	_____	Date: _____	☐	☐
4. Minerals	_____	Date: _____	☐	☐
5. NNEPA	_____	Date: _____	☐	☐
6. DNR	_____	Date: _____	☐	☐
7. DOJ	_____	Date: _____	☐	☐
8. OPVP	_____	Date: _____	☐	☐

☐ **OTHER: ROWs Assignment from ConocoPhil to WRSI**

1. MINERALS	<i>Mark Jamison</i>	Date: 4-29-2016	☒	☐
2. NLD	<i>Wade</i>	Date: 13 May 16	☒	☐
3. DNR	<i>Wade</i>	Date: 5/31/2016	☒	☐
4. DOJ	<i>Wade</i>	Date: 6/8/16	☒	☐
5. OP/VP	<i>Wade</i>	Date: 6-8-16	☒	☐
6. LEGISLATIVE COUNSEL	_____	Date: _____	☐	☐



NAVAJO NATION DEPARTMENT OF JUSTICE



DOJ
5/23/16 2:41pm
DATE / TIME
☐ 7 Day Deadline
DOC #: 005875
SAS #:
UNIT: NLU

☒ RESUBMITTAL

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

CLIENT TO COMPLETE

DATE OF REQUEST:	5/23/2016	DIVISION:	DNR
CONTACT NAME:	Akhtar Zaman, Director	DEPARTMENT:	Minerals Department
PHONE NUMBER:	928-871-6588	E-MAIL:	zamanakh@yahoo.com
TITLE OF DOCUMENT: "ROWs Assignments from ConocoPhil to WRSI"			

DOJ SECRETARY TO COMPLETE

DATE / TIME UNIT: 6.3.16 4:10pm	REVIEWING ATTORNEY/ADVOCATE: Page 82land 5/14/16
DATE / TIME UNIT: 6.8.16 1:30pm B	

DOJ ATTORNEY / ADVOCATE COMMENTS

Document is legally sufficient

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Shirley Carband	5-8-16/9:24am	Vernica Blackhat	6/8/16 10:07am

DOJ Secretary Called: Mallory Jones for Document Pick Up on 6.8.16 at 11:25a By: B

PICKED UP BY: (Print)	DATE / TIME:
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NNDJ/DRRF-July 2013

COMPLETED



RCJN-77-05

RESOLUTION OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

EXHIBIT A

20th NAVAJO NATION COUNCIL - Third Year, 2005

AN ACTION

RELATING TO NATURAL RESOURCES; APPROVING AN AGREEMENT
BETWEEN THE NAVAJO NATION AND CONOCOPHILLIPS COMPANY TO
EXTEND THE TERM OF RIGHTS-OF-WAY

BE IT ENACTED:

1. The Navajo Nation hereby approves the Agreement between the Navajo Nation and ConocoPhillips Company (ConocoPhillips), a Delaware corporation, to extend the term of rights-of-way, attached hereto as Exhibits "1", "A" through "F".

2. The Navajo Nation hereby approves the granting of rights-of-way for a term that shall expire on October 17, 2025 beginning on the date the rights-of-way are approved by the Secretary of the Interior, subject to, but not limited to, the terms and conditions contained in Exhibit "1", attached hereto and incorporated herein by reference.

3. The Navajo Nation hereby assesses consideration for the grant of the rights-of-way in the amount of \$11,418,843.60 lump sum payment or in 20 equal annual payments to the Navajo Nation in the amount of \$570,492.20, see Exhibit "1" under the terms governing "Consideration". In addition, a non-refundable bonus payment in the amount of \$1,444,768.53 shall be paid to the Navajo Nation within 10 days of the execution of this Agreement and shall be kept in a suspense account and be released to its General Fund on or after October 17, 2005, see attached Exhibit "1".

4. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to effectuate the intent and purpose of this resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Resources Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 6 in favor, 0 opposed and 0 abstained, this 23rd day of June, 2005.


LaVern Wagner, Vice Chairperson
Resources Committee

Motion: Harry J. Goldtooth
Second: Herman Daniels

NAVAJO TRIBAL TRUST LAND XXXX
SAN JUAN AND MCKINLEY COUNTIES
Blstl to Wingate Pipeline
Wingate Fractionators and Waterlines

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, Regional Director, Navajo Region, Bureau of Indian Affairs, Department of the Interior, P. O. Box 1060, Gallup, New Mexico, hereinafter referred to as GRANTOR, under authority contained in 209 DM 8 dated November 17, 1981, 230 DM 1 and 3 IAM 4 dated July 19, 2000 and pursuant to the provision of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328); and Part 169, Title 25, Code of Federal Regulations, which by reference are made a part hereof, in consideration of \$ *(See footnote), receipt of which is hereby acknowledged, does hereby grant to: CONOCOPHILLIPS COMPANY, 3401 EAST 30TH STREET, FARMINGTON, NM 87402, its successors and assigns, hereinafter referred to as GRANTEE, an easement for right-of-way for the following purposes, specifically: Transportation of petroleum products and the operation, repair and maintenance of existing 50' wide product pipelines, water lines and related facilities and appurtenances, over the lands embraced within a right-of-way situated on the following described lands in San Juan County and McKinley County, New Mexico. Said right-of-way is limited to and more particularly described as shown on Exhibit A (Right-of-Way Map Written Description), Exhibit B (Right-of-Way Surveyed Maps) and Exhibit C (Detailed right-of-way Schedule) attached hereto, and made a part hereof.

<u>Descriptions</u>	<u>Lengths In Feet</u>	<u>Rod(s)</u>	<u>Acre(s)</u>
A. Blstl Pipelines to Wingate	398,772.50	24,168.03	445.70.
B. Wingate Facilities & Waterlines	<u>27,838.80</u>	<u>1,687.20</u>	<u>69.03</u>

** Consideration for the right-of-way is in accordance with terms and conditions set forth in the Consent Agreement between the Navajo Nation and ConocoPhillips Company

This easement is subject to any prior valid existing right or adverse claim and is for a term of 20 years, beginning October 16, 2005 and ending October 17, 2025 so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way may be terminated in whole or in part by the GRANTOR for any of the following causes upon 30 days written notices, and failure of the GRANTEE within said notice period to correct the basis for termination (25 CFR 169.20):

1. Failure to comply with any term or condition of the Grant, or the applicable regulations.
2. A non-use of the right-of-way for any consecutive two-year period (for the purpose for which it was granted).
3. An abandonment of the right-of-way, as determined by the BIA.

The condition for this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the GRANTEE. The applicant shall not assign, convey or transfer, in any manner whatsoever, the easement or any interest therein, or in or to any of the improvements on the land subject to the easement, without the prior written consent of the landowner and the Secretary of the Interior if applicable.

IN WITNESS WHEREOF, GRANTOR has executed this grant of easement this 14th day of October, 2009.

UNITED STATES OF AMERICA

BY [Signature]
Regional Director
Navajo Region
U.S. Department of the Interior
Bureau of Indian Affairs

ACKNOWLEDGEMENT

STATE OF: NEW MEXICO

:88

COUNTY OF: McKINLEY

Subscribed and sworn to before me this 14th day of OCTOBER, 2009

[Signature]
Notary Public



OFFICIAL SEAL Commission expires 3/16/2013
KATHY R. TOUCHINE
NOTARY PUBLIC - State of New Mexico
My Commission Expires 3/16/2013

RIGHT OF WAY EASEMENT DESCRIPTION
for
Conoco Inc.
On Navajo Nation Reservation Lands

Section 17, Township 26 North, Range 12 West, N.M.P.M.
San Juan County, New Mexico

CHACO PUMP STATION

That parcel of land as situated in the Northeast Quarter (NE/4) of Section 17, T26N-R12W, N.M.P.M., San Juan County, New Mexico. Being more particularly described by the following:

COMMENCING at the Northeast corner of said Section 17,
Thence S 17-24-02 W a distance of 2287.38 feet. To the true "Point of Beginning" for this description.

THENCE:	S21-12-21E	A Distance of	276.00 FEET
THENCE:	S89-36-03W	A Distance of	213.95 FEET
THENCE:	N21-12-24W	A Distance of	200.00 FEET
THENCE:	N68-47-39E	A Distance of	200.00 FEET

To the "Point of Ending" for this description. The said tract containing 1.09 acres.

Exhibit "A"

CONOCOPHILLIPS COMPANY
BIST PIPELINE EXHIBIT "C"

County	Township	Range	Section	Rods	Acreage	Facilities	Tract Number
McKinley	20 North	15 West	1	342.848	6.49		T-10025
McKinley	20 North	15 West	12	237.715	4.50		T-10025
McKinley	20 North	14 West	7	90.164	1.71		T-10025
McKinley	20 North	14 West	18	319.394	6.05		T-10025
McKinley	20 North	14 West	19	279.258	5.29		T-10025
McKinley	20 North	15 West	24	40.836	0.77		T-10025
McKinley	20 North	15 West	25	322.23	6.10		T-10025
McKinley	20 North	15 West	36	341.236	6.46		T-10025
McKinley	19 North	15 West	1	358.158	6.78		T-10025
McKinley	19 North	15 West	12	14.545	0.28		T-10025
McKinley	19 North	15 West	11	380.909	7.21		T-10025
McKinley	19 North	15 West	14	242.424	4.59		T-10025
McKinley	19 North	15 West	15	110.000	2.08		T-10025
McKinley	19 North	15 West	22	325.455	6.16		T-10025
McKinley	19 North	15 West	27	327.879	6.21		T-10025
McKinley	19 North	15 West	34	331.818	6.28		T-10025
McKinley	18 North	15 West	3	342.121	6.48		T-10031
McKinley	18 North	15 West	10	242.727	4.60		T-10031
McKinley	18 North	15 West	15	408.182	7.73		T-10031
McKinley	18 North	15 West	22	353.333	6.69		T-10031
McKinley	18 North	15 West	27	343.03	6.50		T-10031
McKinley	18 North	15 West	34	212.121	4.02		T-10031
McKinley	18 North	15 West	33	123.612	2.34		T-10031
McKinley	17 North	15 West	4	364.267	6.90		
McKinley	17 North	15 West	9	287.879	5.45		
McKinley	17 North	15 West	8	87.576	1.66		
McKinley	17 North	15 West	17	344.212	6.52		
McKinley	17 North	15 West	16	35.758	0.68		
McKinley	17 North	15 West	20	306.418	5.80		
McKinley	17 North	15 West	19	177.83	3.37		
McKinley	17 North	15 West	30	326.103	6.18		
McKinley	17 North	16 West	25	101.570	1.92		
McKinley	17 North	16 West	36	194.079	3.68		
McKinley	16 North	16 West	3	147.848	2.80		
McKinley	16 North	16 West	9	234.539	4.44		
McKinley	16 North	16 West	17	352.873	6.68		
McKinley	16 North	16 West	18	174.036	3.30		
McKinley	16 North	16 West	19	109.921	2.08		
McKinley	15 North	17 West	5	211.842	4.01		
McKinley	15 North	17 West	9	84.673	1.60		

9,631.419 182.39

EXHIBIT "1"

**AGREEMENT BETWEEN THE NAVAJO NATION AND
CONOCOPHILLIPS COMPANY TO EXTEND
THE TERM OF RIGHTS-OF-WAY (ROW)**

This agreement ("Agreement") is made and entered into by and between the Parties, namely the Navajo Nation, a federally-recognized Indian Tribe, and ConocoPhillips Company, a Delaware Corporation, whose addresses are listed as follows:

The Navajo Nation
Post Office Box 9000
Window Rock, Navajo Nation, (Arizona) 86515
("Referred to as "Navajo Nation")

And,

ConocoPhillips Company
Attention: Manager RPA
P.O. Box 7500
Bartlesville, Oklahoma 74005-7500
("Referred to as "COPC")

RECITALS

WHEREAS:

- A. COPC owns pipelines and appurtenant and related facilities, which as of the date of execution of this Agreement, are situated upon Navajo Nation Trust Lands, which lands are more particularly described in the maps and legal descriptions attached as Exhibit "A", "B", "C", "D" & "E". The rights-of-way (ROWs) for the facilities described in Exhibits "A", "B" & "D" are expiring on October 17, 2005. The ROWs shown in Exhibit "E" are located on land transferred to the Navajo Nation from the Bureau of Land Management (BLM) as a result of land exchanged with BLM. Conoco agrees to relinquish the perpetual term of the ROWs granted by BLM. Conoco further agrees that the ROWs in Exhibit "E" shall be renewed and governed by the terms and conditions of this Agreement.
- B. COPC wishes to extend the term of ROWs for these particular Navajo Nation Trust Lands described in Exhibit "A", "B", "C", "D", & "E" attached hereto and being made a part hereof, for purposes of continuing the operation of a petroleum product transportation and refining business for profit.
- C. COPC agrees to relinquish the Refinery Site Lease, which expires on April 25, 2005, except those areas, consisting of 40.085 acres, more or less, which is included in Exhibit

"C", at the approval of the Agreement by the Navajo Nation. The acreage in Exhibit "C" shall be covered under a ROW and its terms and conditions shall be covered by this Agreement.

- D. Upon execution of this Agreement by the Navajo Nation and prior to the current expiration terms of the ROWs, COPC shall submit to the Secretary of the Interior an application to extend the term of the ROWs in Exhibits "A", "B", "C", "D", & "E" ("Application").
- E. The Parties desire that said Application be approved and the proposed extension of the ROWs, described in Exhibits "A", "B", "C", "D", & "E" be granted to COPC by the Secretary of the Interior because the Navajo Nation shall receive good and adequate consideration, for the use of certain Navajo Nation Trust Lands from the term of the ROW grant.
- F. The Parties recognize that the premises covered by the proposed ROWs consists of Navajo Nation Trust Lands, and, therefore, federal law (25 U.S.C. §§ 321, 323, *et seq.*) and federal regulations (25 C.F.R. § 169, *et seq.*) require that the contemporaneous consent of the Navajo Nation must be given for any and all ROW grants pertaining to said trust lands. The Navajo Nation Fee Lands are not subject to these provisions.
- G. The Parties have negotiated among themselves and have agreed to address issues related to the contemporaneous consent and approval of the Navajo Nation to the proposed extension of ROWs grant to COPC in accordance with the terms, conditions and covenants contained in this Agreement.

NOW THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties hereby mutually agree as follows:

OPERATIVE PROVISIONS

1. DEFINITIONS

"Navajo Nation Trust Lands" means those lands held in trust by the United States for the benefit of the Navajo Nation pursuant to treaty, executive order, federal laws and/or federal regulations. Grants of ROWs across Trust Lands require consent of the Nation prior to the issuance of an ROW by the Bureau of Indian Affairs.

"Navajo Indian Country" means all lands within the exterior boundaries of the Navajo Indian Reservation or of the Eastern Navajo Agency, including Navajo Nation Trust Lands, lands held in trust by the United States for the benefit of individual members of the Navajo Nation, all lands leased to the Navajo Nation by any party.

"Secretary" means the Secretary of the United States Department of the Interior or her/his duly authorized designee, representative, or successor.

"ROW Grant on Trust Lands" means the formal extension by the Secretary of ROWs on trust lands to COPC as the Grantee, for the premises described herein, which extension shall be contained in the conveyance document entitled "Extension of Grant of Easement for Rights-of-Way", referred to herein as "Extension of ROW Grant".

"ROW" means the particular ROW described in this Agreement and Exhibits "A", "B", "C", "D", & "E" attached hereto.

"ROW Premises" mean any and all Navajo Nation Trust Lands to which both this Agreement and the Application pertain, and upon which the ROW shall be located, or which the ROW shall burden or occupy upon final issuance of the Extension of ROW Grant by the Secretary.

"Assign" or "Assignment" means the act of transferring, subleasing, selling, or otherwise conveying any type of legal property or interest, whether or not for any consideration, and includes a partial or total sale, buyout, takeover, merger, or any other kind of transfer of all or a portion of the shares of stock of COPC.

"Affiliate," means any entity effectively controlled by COPC, such as a branch, division, or subsidiary, in which COPC owns 50% or more of the voting stock, including COPC itself or any other parent corporation of COPC.

"Effective Date" of this Agreement for ROW on Navajo Nation Trust Land is October 17, 2005 or the date this Agreement is approved by the Secretary, whichever date occurs first.

"Petroleum Products" means Propane, Butanes and other associated hydrocarbons but does not include crude oil and natural gas.

"Anniversary Date" is October 17 of each year during the term of the ROW.

2. COVENANT TO CONSENT AND APPROVAL

The Navajo Nation agrees and covenants to contemporaneously consent to an "Extension of Grant of Easement for Rights of Way" to enter upon, cross over, develop, use, and occupy the ROW Premises, as reasonably necessary for the limited purposes described in paragraph 5. It is understood and agreed that the Navajo Nation's consent provided for in this Agreement applies only to Navajo Nation Trust Lands as defined in paragraph 1 herein, and does not apply to any lands held in trust by the United States for the benefit of individual members of the Navajo Nation.

3. FURTHER ASSURANCES

The Navajo Nation hereby agrees and covenants to take such further actions and execute such additional documents as may reasonably be necessary or convenient to fully implement and carry out the intent and purpose of this Agreement, including the execution of a concurrence or consent clause contained in the Extension of ROW Grant.

4. NATURE OF ROW INTEREST

By execution of this Agreement, and by acceptance of the Extension of ROW Grant, COPC shall obtain rights to Navajo Nation Trust Lands in the nature of an easement only, i.e., a right to pass over, occupy, and reasonably use and occupy the ROW Premises for the particular purposes described herein. Such easement shall be a limited term usufructuary interest consistent with all general property rights flowing from beneficial ownership of Navajo Nation Trust Lands, with no subsurface rights to any minerals or other natural resources located on or within the ROW Premises. This Agreement and/or the Extension of the ROW Grant, under no circumstances or rule of law, shall be interpreted as granting a fee simple interest or creating any greater property right possessed by COPC other than the limited easement described in Exhibits "A", "B", "C", "D", & "E".

5. LIMITED USE

The use of the ROW Premises shall be strictly limited to the transportation of Petroleum Products and to the operation, repair and maintenance, of existing product pipelines, water line and related facilities as described in Exhibits "A", "B", "C", "D", & "E". Any other use of the ROW Premises, including but not limited to the transportation via pipeline of any product or material other than Petroleum Products, shall require the express written consent of the Navajo Nation, and may require additional consideration. The consent of the Navajo Nation may be given, given upon conditions, or denied in the sole discretion of the Navajo Nation.

6. NAVAJO NATION RIGHTS TO ROW PREMISES

A. Inspection

The Navajo Nation and the Secretary shall have the right, at any reasonable time during the term of this Agreement, to enter upon the ROW Premises, or any part thereof, to inspect the same and any improvements erected or placed thereon, for purposes of determining compliance with applicable Navajo Nation and federal laws and regulations, and/or any provisions of this Agreement.

B. Other Uses

The Navajo Nation shall be under no obligation to forego the use of the ROW Premises or any portion or lands burdened by the ROW Premises, or to refrain from authorizing any use of said lands by any third party, including but not limited to, the exploration for and development and transportation of coal, oil, gas, or other natural resources located within or beneath said lands, except that such use does not physically interfere with the purposes of the Extension of ROW Grant.

C. Use of Third Party

Upon the Navajo Nation's proposed authorization of use of the ROW Premises by any third party, which new use may occupy the ROW Premises or otherwise burden the

ROW, the Navajo Nation agrees to notify COPC and commence good faith consultation with COPC prior to the Navajo Nation's final approval of said third party use. Additionally, the Navajo Nation shall require the third party to enter into an agreement with COPC to indemnify, defend, and hold harmless COPC from any and all liability arising from the third party's activities within the ROW Premises.

7. TERM OF THE RIGHT OF WAY

The term of the Extension of ROW shall expire on October 17, 2025.

8. CONSIDERATION

Bonus Payment: COPC shall pay \$1,444,768.53 non-refundable bonus payment within ten (10) days of execution of this Agreement by the Navajo Nation. The Navajo Nation will keep this bonus payment in a suspense account and release it to its General Fund on or after October 17, 2005.

(ii) Payments: COPC shall either make a lump sum payment of 11,418,843.60 or make twenty (20) equal annual payments to the Navajo Nation. Each annual payment shall be in the amount of \$570,492.20. The lump sum payment or the first annual payment is due on or before October 17, 2005. Subsequent annual payments shall be due on or before each Anniversary Date thereafter.

(iii) a. Adjustments: After the first annual payment, which is due on or before October 17, 2005, all subsequent annual payments shall include an annual adjustment based upon the increase of the Consumer Price Index, U.S. City Average for All Urban Consumers. The CPI (not seasonally adjusted) for August 2001 shall be used as the base for all adjustments. The annual payments set forth in paragraph 8(ii) together with the adjustments set forth in this paragraph 8(iii) shall be made in accordance with the following formula:

\$570,294.20 X CPI FOR THE MONTH OF AUGUST FOR THE YEAR THE PAYMENT IS MADE
CPI FOR AUGUST 2001

b. If a lump sum payment is made, it is also subject to adjustment using the August 2001 CPI as the base for the adjustment.

9. OWNERSHIP OF FACILITIES

A. Ownership

Notwithstanding the termination of Agreement pursuant to paragraph 15 herein, all pipelines, equipment, pump stations, or other structures and related facilities, real and personal property, and any other improvements located or installed upon the ROW Premises, shall remain the property and responsibility of COPC for so long as the Extension of the ROW Grant on Navajo Nation Trust Lands remains in effect, and shall remain the property and legal responsibility of COPC.

10. MAINTENANCE, RECLAMATION AND SAFETY

COPC shall maintain all of its pipelines at a depth consistent with the minimum required depth provided for by applicable federal laws and regulations and to place surface markings and signs over its pipelines as provided for by applicable federal laws and regulations.

A. Land Clearance

The ROW Premises and all lands burdened thereby shall be kept clear to the extent compatible with the purpose(s) of the Extension of the ROW Grant, and all vegetation and any other materials cut, uprooted, or otherwise accumulated during COPC's activities under this Agreement or the Extension of the ROW Grant shall be promptly disposed of in a safe manner, or used in an environmentally compatible manner, according to applicable Navajo Nation and/or federal laws and regulations.

B. Property and Improvements

COPC agrees, at all times during the term of the Extension of the ROW, at COPC's sole expense; to maintain the ROW Premises and any pipelines, related facilities or structures, and equipment or improvements of any kind situated thereon, in a safe and workmanlike manner, and to make all necessary and reasonable repairs as soon as reasonably possible to ensure the safety of such improvements, the ROW Premise and all lands burdened thereby and the surrounding area.

C. Roads and Trails

COPC agrees to reconstruct or repair any roads, fences, and trails as may be destroyed or damaged by COPC's activities under this Agreement or the Extension of the ROW Grant, for so long as the Extension of the ROW Grant remains in effect.

D. Erosion

COPC agrees that where soil deterioration or erosion is caused by its activities under this Agreement or the Extension of the ROW Grant, it will promptly take all necessary action as shall be required by applicable federal or Navajo Nation laws or regulations to correct, repair, and mitigate hazards of such deterioration and/or erosion.

11. INDEMNIFICATION

COPC shall indemnify and hold harmless the Navajo Nation and the Secretary of the Interior and their respective authorized agents, employees, land users and occupants, against any liability for loss of life, personal injury and property damages arising from COPC's development, use or occupancy of the ROW.

12. SURFACE AND OTHER DAMAGES

COPC shall be responsible for and shall promptly pay all surface damages to appropriate land users, occupants, lessees, permittees, or other ROW grantees in the event that COPC's activities pursuant to this Agreement or the Extension of the ROW Grant involve the disturbance of any lands or surface interests. COPC shall also be responsible for and shall promptly pay to the appropriate land users, occupants, lessees, permittees, or other ROW grantees any and all actual damages sustained as a result of the destruction, diminishment, or impairment of lands, improvements, or other property, that are proximately caused by COPC's activities under this Agreement and/or the Extension of the ROW Grant. In the event that the amount of actual damages cannot be agreed upon by COPC, the amount of damages shall be determined according to 16 N.N.C. § 1401 D.

13. ASSIGNMENT RESTRICTED

A. Consent Required

Except as provided in paragraph 13B, COPC shall not Assign any rights or interest in this Agreement, to the Extension of the ROW Grant, or any rights to any of the real property improvements affixed on or to the ROW Premises as of the date of execution or expiration of this Agreement or the Extension of the ROW Grant, without the prior written consent of the Navajo Nation. Any such attempted Assignment 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 at its sole discretion.

B. Affiliates

Notwithstanding paragraph 13A, the Navajo Nation covenants to give its future consent and approval for any Assignment by COPC to an Affiliate of COPC, and such Assignment shall not require payment of any additional consideration, *provided that* COPC notify the Navajo Nation of any Assignment(s) to its Affiliate(s) no later than thirty (30) days prior to the effective date of such Assignment(s). Before granting its consent and approval, the Navajo Nation reserves its right to conduct reasonable inquiry to confirm the relationship between COPC and its Affiliate(s), and COPC, hereby agrees to cooperate with such inquiry by providing to the Navajo Nation all necessary documents and other reasonably required information.

C. Other Entities

Assignment to any entity other than an Affiliate or COPC shall require the separate written consent and approval of the Navajo Nation, which shall not be unreasonably withheld. COPC shall be responsible for any administrative and/or processing fees, and/or separate consideration required at the time of such Assignment.

14. NO ENCUMBRANCE

COPC shall not pledge, mortgage, or otherwise encumber the ROW, the Extension of the ROW Grant, this Agreement, or any interest therein, including any of its personal property situated within the ROW whether or not affixed to the ROW Premises, in order to secure loans or otherwise finance its business and operations or those of its subsidiaries, affiliates, or other related persons or entities.

15. TERMINATION

A. Decision by Navajo Nation

Pursuant to 2 N.N.C. § 695, the Resources Committee of the Navajo Nation Council may, by duly adopted resolution, issue a preliminary non-binding decision to terminate this Agreement for any material violation(s) of, or noncompliance with, any of the terms, conditions, and covenants provided for herein. Within ten (10) days of such decision by the Resources Committee, the Director of the Navajo Nation Division of Natural Resources shall notify COPC of the preliminary termination.

B. Opportunity to Cure

COPC shall have ninety (90) days following the date of its receipt of notification of preliminary termination to cure or otherwise resolve the alleged violation(s) or noncompliance. If within this 90-day period, the alleged violation(s) or noncompliance is not cured or otherwise resolved, the Director of the Navajo Nation Division of Natural Resources may thereafter issue a formal "Notice of Termination" to COPC indicating the effective date of the termination. The "Notice of Termination" shall constitute final termination of this Agreement and shall be appealed according to the provisions of 1 N.N.C. § 554G.

C. Continued Payments

Notwithstanding the final termination of this Agreement by the Navajo Nation as described in paragraphs 15A and 15B, so long as the Extension of the ROW Grant remains in effect and COPC continues to transport petroleum products across the ROW Premises, COPC shall continue to pay all payments as provided for in paragraph 8.

D. Petition for Cancellation of Extension of the ROW Grant

Upon termination of this Agreement pursuant to paragraph 15B, the Navajo Nation may, in its discretion, immediately petition the Secretary for cancellation or revocation of the Extension of the ROW Grant issued by the Secretary.

E. Judicial Action

At any time following termination pursuant to this paragraph (15), and notwithstanding such termination, the Navajo Nation may commence action(s) in the appropriate administrative or judicial tribunal(s) against COPC for any act or omission that allegedly constitutes a material breach of any of the terms, conditions, or covenants contained in this Agreement. Further, said action(s) may be commenced notwithstanding any rights under the Extension of the ROW Grant that COPC may retain after such termination. Except as expressly prohibited by applicable federal law, monetary damages, injunctive relief, and/or specific performance of the terms, conditions, or covenants contained in this Agreement shall be the remedies available in such action.

F. Subsequent Obligation

In the event the Extension of the ROW grant is lawfully terminated, cancelled or revoked by the Secretary at any time during the term of the Extension of the ROW grant, all obligations under this Agreement and/or Extension of the ROW grant for the payments to the Navajo Nation by COPC will cease, except the outstanding obligations prior to the cancellation date.

G. COPC Early Termination

If COPC terminates the ROW prior to October 17, 2025, and prior to making all of the twenty (20) annual payments stipulated in Section 8(ii), then COPC shall make a lump sum payment to the Navajo Nation at the time the ROW is terminated by COPC. This lump sum payment shall be based on the value of the adjusted annual payment at the time of termination of the ROW multiplied by the number of annual payments remaining to be paid to the Navajo Nation.

16. PROCEDURE UPON TERMINATION

A. Delivery of ROW

Upon expiration of this Agreement, or upon cancellation or revocation of the Extension of the ROW Grant by the Secretary, COPC shall have ninety (90) days to peaceably and without legal process deliver the possession of the ROW Premises, in good condition, usual wear and tear expected. The delivery by COPC of the ROW Premises shall include delivery of any pipelines, pump station and related facilities as described in Exhibits "A", "B", "C", "D", & "E" that are affixed to the real property within the ROW Premises. Upon the written request of the Navajo Nation, COPC shall provide the Navajo Nation, at COPC's sole cost and expense, with an environmental audit assessment of the ROW Premises at least thirty (30) days prior to delivery of the ROW Premises. If delivery cannot be performed on or before such 90-day period, the Parties shall commence good faith negotiations for compensation, fees, or damages to be paid to the Navajo Nation for prospective periods of occupation, use, or burden of the ROW Premises.

B. Holding Over

Holding over by COPC after the expiration of the ROW, or after cancellation or revocation of the Extension of the ROW Grant by the Secretary, shall not constitute a renewal or extension thereof, or give COPC any rights in or to the ROW Premises. Holding over after termination of this Agreement pursuant to paragraph 15 shall not give COPC any rights via this Agreement in or to the ROW Premises.

17. ENFORCEMENT/RULE OF LAW

The Parties accept and agree that this Agreement shall be enforced under applicable legal rules, principles, and doctrines of the law of property and the law of contracts.

18. AGREEMENT TO ABIDE BY LAWS

In all activities concerning the subject matter of this Agreement, the ROW, and/or the Extension of the ROW Grant, that are conducted or caused to occur by COPC within the ROW Premises and/or within Navajo Indian Country, COPC shall abide by all applicable laws and regulations of the Navajo Nation and of the United States, now in force and effect or as may come into force and effect, including but not limited to the following:

- (a) 25 C.F.R. § 169 *et seq.*;
- (b) Applicable antiquities laws and regulations, with the following additional condition: in the event of a discovery, all activities and operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be immediately notified. As used in this paragraph, "discovery" means any previously unidentified or incorrectly identified cultural resources, including but not limited to archeological deposits, human remains, or any location reportedly associated with Native American religious and/or 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.*;
- (d) The Navajo Nation Water Code, 22 N.N.C. §§ 1101 *et seq.*;
- (e) The Navajo Business and Procurement Act, 12 N.N.C. §§ 1501 *et seq.*;
- (f) All Navajo Nation taxes, 24 N.N.C. §§ 101 *et seq.*, and accompanying regulations.

19. AUTHORITY OF NAVAJO NATION NOT IMPAIRED

The Parties hereby expressly accept, agree, and acknowledge that the execution and approval of this Agreement by the Navajo Nation does not diminish to any extent or in any manner whatsoever, the Navajo Nation's jurisdiction over the ROW Premises; the power and authority of the Navajo Nation to tax the ROW Premises or any real or personal property, or tangible or intangible property, within or situated upon the ROW Premises, or any transaction or activity occurring on the ROW Premises, or the Navajo Nation's authority to apply and enforce laws and regulations of general and particular application within the ROW Premises and Navajo Indian Country, as if there were no Extension of the ROW Grant, provided only that the retention and/or exercise of such powers and authority shall not prevent the use and occupation of the ROW Premises as provided in the Extension of the ROW Grant.

Further, the Parties hereby expressly accept, agree, and acknowledge that COPC, by execution of this Agreement and acceptance of the Extension of the ROW Grant, enters into an express consensual relationship with the Navajo Nation. In the event that either the Navajo Nation's Business Activity Tax or the Navajo Nation's Possessor Interest Tax is rendered partially or wholly unlawful by a federal court of competent jurisdiction or by any federal act, statute, ruling, or Executive Order, COPC nevertheless hereby expressly agrees and consents to the assessment and payment of these taxes pursuant to the Navajo Uniform Tax Administration Statute and accompanying regulations, as well as to any subsequent adjustments or amendments to these taxes, as if they were lawful, so long as such adjustments or amendments are similar to adjustments or amendments that a state government would make to its comparable taxes and so long as such taxes or adjustments or amendments to such taxes are the same as those applicable to similarly situated pipelines located outside of Navajo Indian Country. However, if the Navajo Nation enacts any taxes other than the Business Activity Tax or the Possessory Interest Tax, COPC retains the right to challenge such taxes on the same grounds that COPC could raise against a substantially similar challenge against a state of the United States.

20. LAW GOVERNING AGREEMENT

Laws and regulations governing this Agreement and the Extension of the ROW Grant shall be Navajo Nation laws and regulations to the extent said laws and regulations are not inconsistent with applicable federal laws and regulations, as such the appropriate judicial or administrative tribunals of the Navajo Nation determine inconsistency.

21. FORUM SELECTION

COPC shall have the right, in connection with or arising out of any of the provisions of this Agreement, to bring an action against the Navajo Nation, provided that the forum for such action shall be limited in the first instance to the administrative and/or judicial bodies of the Navajo Nation, and when the proceedings in such forums are exhausted, then, in the U.S. District Court and appropriate federal appellate courts. COPC shall have no right to bring an action against the Navajo Nation in any other forum.

22. LIMITED CHALLENGES

By execution of this Agreement, COPC covenants and agrees, for the duration of this Agreement and the Extension of the ROW Grant, not 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 Indian tribal government, 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 that would not be available to COPC in a similar challenge to the jurisdiction of any state government of the United States.

23. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to affect or be deemed a waiver of the sovereign immunity from suit of the Navajo Nation except in actions brought pursuant to the Navajo Nation Sovereign Immunity Act.

24. TERM OF THIS AGREEMENT

This Agreement shall be in full force and effect as of its Effective Date until October 17, 2025. This Agreement shall expire on its own terms as of the expiration date of the Extension of the ROW Grant, i.e., the expiration date of this Agreement shall be coterminous with the expiration date of the Extension of the ROW Grant. However, the date of termination of this Agreement, if any, resulting pursuant to paragraph 15 may or may not be identical to the expiration, cancellation, or termination date of the Extension of the ROW Grant, and any continuation of the Extension of the ROW Grant shall not affect the implementation, occurrence, or date of termination of this Agreement by the Navajo Nation pursuant to paragraph 16. Navajo Nation agrees not to remove COPC or initiate trespass action against COPC for the period of time from the effective date of this Agreement up to the date of the Secretary's issuance of the Extension of the ROW Grant.

25. FEDERAL RESPONSIBILITIES

Nothing contained in this Agreement shall be construed to negate or impair federal responsibilities with respect to the ROW Premises, any Navajo Nation Trust Lands burdened thereby, or to the Navajo Nation itself.

26. AGENTS/SUCCESSORS

The terms, conditions, and covenants contained in this Agreement shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of COPC, and the term "COPC" whenever used herein shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees, agents, contractors and subcontractors.

27. NOTICES AND DEMANDS

Except as otherwise provided, any notices, demands, requests or other communications to or upon either Party or the Secretary as provided for in this Agreement, or given or made in connection with it (referred to as "notices") shall be in writing and addressed as follows:

To or upon the Navajo Nation:

President
The Navajo Nation
Office of the President/Vice President
Post Office Box 9000
Window Rock, Navajo Nation (Arizona) 86515
Facsimile: 1-928-871-4025

And

Attorney General
The Navajo Nation
Navajo Nation Department of Justice
Post Office Box 2010
Window Rock, Navajo Nation (Arizona) 86515
Facsimile: 1-928-871-6177

Or

ConocoPhillips Company
Attention: Manager RPA
P.O. Box 7500
Bartlesville, Oklahoma 74005-7500

28. FORCE MAJEURE

If as a result of force majeure, either Party is wholly or partially unable to satisfy or perform its obligations under this Agreement or the Extension of the ROW Grant, the Party claiming force majeure shall notify the other as soon as reasonably possible following the force majeure event, giving reasonable detail regarding the circumstances of the event and the anticipated effect on the Party's ability to perform. As soon as reasonably possible thereafter, and to the extent reasonably possible, the Party claiming force majeure shall attempt to rectify or mitigate the conditions or causes of the force majeure event. If the Party claiming force majeure cannot, in good faith, substantially perform its obligations under this Agreement or the Extension of the ROW Grant even after taking rectifying and/or mitigating measures, such Party shall notify the other of its inability to perform, and the Parties shall, as soon as reasonably possible, commence good faith negotiations for a modification of this Agreement and the Extension of the ROW Grant in order to place the Parties in a substantially same or similar legal and/or economic position which existed prior to the force majeure occurrence.

The term "force majeure" as used herein means strikes, walkouts or other industrial disturbances, acts of public enemy, wars, blockages, public riots, lightening, fires, storms, adverse weather, extended periods of cold weather, floods, explosions, breakage or accident to

machinery, lines, pipes or materials, inability to obtain an ROW, inability to obtain materials, or other causes, whether enumerated or otherwise which are not reasonably within the control of the Party affected thereby.

29. SEVERABILITY

If any provision of this Agreement is determined by a final and unappealable judgment from a judicial or administrative tribunal of competent jurisdiction to be invalid, illegal, or incapable of being enforced under any rule of law, all other conditions and provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the activities which are the subject of this Agreement are not affected in a materially adverse manner with respect to either of the Parties. If either Party is so materially and adversely affected, both Parties shall, within sixty (60) days after the final judgment has been issued, commence good faith negotiations to amend this Agreement so as to place such affected Party in the same or substantially similar position prior to such determination of invalidity, illegality, or unenforceability.

30. ENTIRE AGREEMENT/AMENDMENT

This Agreement has been reached as a result of an arms' length negotiation between the Parties. It supersedes all prior oral negotiations, agreements, or representations between the Parties, is intended as a complete and exclusive statement of the negotiated agreement between the Parties with respect to the subject matter contained herein. Further, it shall not be amended or altered in any manner except by written agreement validly executed by both Parties.

31. WAIVER

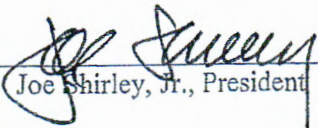
No term, condition, or covenant contained in this Agreement may be waived or released in any manner by either Party without the express intention to do so contained in a written document validly executed by the waiving Party.

32. HEADINGS

The headings contained in this Agreement are for ease of reference only and shall not affect in any way the meaning, construction, or interpretation of this Agreement.

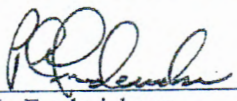
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the most recent dated indicated below.

THE NAVAJO NATION

By: 
Joe Shirley, Jr., President

Date: JUL 18 2005

CONOCOPHILLIPS COMPANY

By: 
P. L. Frederickson,
Executive Vice President, Commercial

Date: 7.18.05

Hand

Handwritten initials

EXHIBIT "A"

EXHIBIT A

BISTI PRODUCTS PIPELINE CENTERLINE DESCRIPTION

CONOCOPHILLIPS COMPANY

BISTI PIPELINE CENTERLINE DESCRIPTION

NAVAJO INDIAN RESERVATION LANDS

EXHIBIT "A"

The following centerline description was taken from revised Meridian Oil aerial photography survey dated November 15, 1993. A copy of these photos will be provided upon request.

DESCRIPTION of 50 foot wide pipeline easement being 20 feet to the left of and 30 feet to the right of the following described Survey Line located in San Juan County and McKinley County, New Mexico.

NAVAJO INDIAN RESERVATION LANDS

BEGINNING at survey station 417+34.4, a point in the west line of Section 29 and east line of Section 30, being 1605.2 feet south from the northeast corner of Section 30, T-28-N, R-11-W;

THENCE S 47°53' W a distance of 365.6 feet to survey station 421+00.0, a point of intersection;

THENCE S 67°34' W a distance of 282.3 feet to survey station 423+82.3, a point of intersection;

THENCE S 43°58' W a distance of 100.0 feet to survey station 424+82.3, a point of intersection;

THENCE S 3°46' W a distance of 317.7 feet to survey equation station 428+00 (back) and 427+10.7 (ahead), a point of intersection;

THENCE S 28°48' W a distance of 3344.3 feet to survey station 460+55.0, a point in the south line of Section 30 and the north line of Section 31, being 3053.3 feet east from the northwest corner of Section 31;

THENCE S 28°48' W a distance of 6030.9 feet to survey station 520+85.9, a point in the south line of Section 31, T-28-N, R-11-W, and the north line of Section 6, T-27-N, R-11-W, being 147.9 feet east from the southwest corner of Section 31;

THENCE S 28°35' W a distance of 309.1 feet to survey station 523+95.0, a point in the west line of Section 6, T-27-N, R-11-W, and Section 1, T-27-N, R-12-W;

THENCE S 28°35' W a distance of 5655.0 feet to survey station 580+50.0, a point of intersection from which a U.S.G.L.O. monument at the south quarter corner of Section 1, T-27-N, R-12-W, bears S 54°58' E a distance of 85.4 feet;

THENCE S 24°35' W a distance of 53.8 feet to survey station 581+03.8, a point in the south line of Section 1 and the north line of Section 12, being 92.3 feet west from the south quarter corner of Section 1;

THENCE S 24°35' W a distance of 5815.7 feet to survey station 639+19.5, a point in the south line of Section 12 and the north line of Section 13, being 129.3 feet east from the northwest corner of Section 13;

Beginning at survey station 642+27.0, a point in the west line of Section 13, and the east line of Section 14, being south 282.5 feet from the northeast corner of Section 14, T-27-N, R-12-W;

THENCE S 24°35' W a distance of 2625.0 feet to survey station 668+52, a point in the south line of the northeast quarter of Section 14 and the north line of the southeast quarter of Section

Beginning at survey station 697+31.5, a point in the south line of Section 14 and the north line of Section 23, being east 350.7 feet from the south quarter corner of Section 14;

THENCE S 24°35' W a distance of 968.8 feet to survey station 707+00.3, a point located in the NW4 of Section 23;

THENCE S 24°35' W a distance of 4841.9 feet to survey station 755+42.2, a point in the south line of Section 23 and the north line of Section 26, being east 578.1 feet from the northwest corner of Section 26;

THENCE S 24°35' W a distance of 1392.8 feet to survey station 769+35, a point in the west line of Section 26 and the east line of Section 27, being south 1262.3 feet from the northeast corner of Section 27;

THENCE S 24°35' W a distance of 4414.1 feet to survey station 813+49.1, a point in the south line of Section 27 and the north line of Section 34, being east 807.9 feet from the south quarter corner of Section 27;

THENCE S 24°35' W a distance of 450.9 feet to survey station 818+00.0, a point of intersection from which a U.S.G.L.O. monument at the south quarter corner of Section 27 bears N 56°31' W a distance of 743.7 feet;

THENCE S 39°09' W a distance of 4676.3 feet to survey station 864+76.3, a point of intersection;

THENCE S 5°02' W a distance of 1173.7 feet to survey station 876+50.0, a point of intersection;

THENCE S 28°32' W a distance of 90.7 feet to survey station 877+40.7, a point in the south line of Section 34, T-27-N, R-12-W, and the north line of Section 3, T-26-N, R-12-W, being east 167.8 feet from the northwest corner of Section 3;

THENCE S 28°27' W a distance of 437.5 feet to survey station 881+78.2, a point in the west line of Section 3 and the east line of Section 4;

THENCE S 28°27' W a distance of 5521.8 feet to survey station 937+00.0, a point on line from which a U.S.G.L.O. monument at the south quarter corner of Section 4 bears S 4°29' E a distance of 49.4 feet;

THENCE S 28°27' W a distance of 32.6 feet to survey station 937+32.6, a point in the south line of Section 4 and the north line of Section 9;

THENCE S 28°27' W a distance of 5867.4 feet to survey station 996+00.0, a point on line from which a U.S.G.L.O. monument bears S 61°10' E a distance of 254.6 feet;

THENCE S 28°27' W a distance of 139.5 feet to survey station 997+39.5, a point in the south line of Section 8 and the north line of Section 17;

THENCE S 28°27' W a distance of 6003.4 feet to survey station 1057+42.9, a point in the south line of Section 17 and the north line of Section 20, being east 2126.0 feet from the northwest corner of Section 20;

THENCE S 28°27' W a distance of 4441.1 feet to survey station 1101+84, a point in the west line of Section 20 and the east line of Section 19, being north 1385.7 feet from the southeast corner of Section 19;

THENCE S 28°27' W a distance of 1016.0 feet to survey station 1112+00.0, a point on line from which a U.S.G.L.O. monument bears S 44°35' E a distance of 691.3 feet;

THENCE S 28°27' W a distance of 560.6 feet to survey station 1117+60.6, a point in the south line of Section 19 and the north line of Section 30, being west 752.3 feet from the northeast corner of Section 30;

THENCE S 28°27' W a distance of 488.2 feet to survey station 1122+48.8, a point of intersection;

THENCE S 34°38' W a distance of 2863.1 feet to survey station 1151+11.9, a point of intersection;

THENCE S 19°38' W a distance of 2006.7 feet to survey equation station 1171+18.6 (back) and 1170+80.4 (ahead), a point of intersection;

THENCE S 28°27' W a distance of 691.9 feet to survey station 1177+72.3, a point in the south line of Section 30 and the north line of Section 31, being 978.5 feet west from a U.S.G.L.O. monument at the north quarter corner of Section 31;

THENCE S 28°27' W a distance of 3403.7 feet to survey station 1211+76.0, a point in the west line of Section 31, T-26-N, R-12-W, and the east line of Section 36, T-26-N, R-13-W, being south 351.4 feet from a U.S.G.L.O. monument at the east quarter corner of Section 36;

THENCE S 28°27' W a distance of 1101.7 feet to survey station 1222+77.7, a point in the north line of the southeast quarter of the southeast quarter of Section 36;

THENCE S 28°27' W a distance of 1501.3 feet to survey station 1237+79.0, a point in the south line of Section 36, T-26-N, R-13-W, and the north line of Section 1, T-25-N, R-13-W, being west 1240.3 feet from the northeast corner of Section 1;

THENCE S 28°27' W a distance of 6004.4 feet to survey station 1297+83.4, a point in the south line of Section 1 and the north line of Section 12, being east 1199.7 feet from a U.S.G.L.O. monument at the northwest corner of Section 12;

THENCE S 28°27' W a distance of 516.6 feet to survey station 1303+00.0, a point on line from which a U.S.G.L.O. monument at the northwest corner of Section 12 bears N 64°27' W a distance of 1056.7 feet;

THENCE S 28°27' W a distance of 5492.3 feet to survey station 1357+92.3, a point in the south line of Section 11 and the north line of Section 14, being east 980.9 feet from a U.S.G.L.O. monument at the north quarter corner of Section 14;

THENCE S 28°27' W a distance of 407.7 feet to survey station 1362+00, a point on line from which U.S.G.L.O. monument at the north quarter corner of Section 14 bears N 65°30' W a distance of 864.5 feet;

THENCE S 28°27' W a distance of 6400.0 feet to survey station 1426+00, a point on line from which a U.S.G.L.O. monument at the northwest corner of Section 23 bears N 28°48' W a distance of 800.5 feet;

THENCE S 28°27' W a distance of 5209.1 feet to survey station 1478+09.1, a point in the south line of Section 22 and the north line of Section 27, being east 555.6 feet from the north quarter corner of Section 27;

Beginning at survey station 1538+15.0, a point in the south line of Section 27 and the north line of Section 34, being east 341.3 feet from the northwest corner of Section 34;

THENCE S 28°27' W a distance of 5999.6 feet to survey station 1598+14.6, a point in the south line of Section 33, T-25-N, R-13-W, and the north line of Section 4, T-24-N, R-13-W, being east 130.1 feet from the south quarter corner of Section 33;

THENCE S 28°27' W a distance of 5601.2 feet to survey station 1654+15.8, a point in the south line of Section 4 and the north line of Section 9, being east 1870.8 feet from the northwest corner of Section 9;

THENCE S 28°27' W a distance of 3084.2 feet to survey station 1685+00.0, a point on line from which a U.S.G.L.O. monument at the west quarter corner of Section 9 bears N 79°53' W a distance of 405.5 feet;

THENCE S 28°27' W a distance of 836.4 feet to survey station 1693+36.4, a point in the west line of Section 9 and the east line of Section 8, being south 806.7 feet from the west quarter corner of Section 9;

THENCE S 28°27' W a distance of 2086.8 feet to survey station 1714+23.2, a point in the south line of Section 8 and the north line of Section 17, being west 995.7 feet from the northeast corner of Section 17;

THENCE S 28°27' W a distance of 6011.3 feet to survey station 1774+34.5, a point in the south line of Section 17 and the north line of Section 20, being west 3864.0 feet from the northeast corner of Section 20;

THENCE S 28°27' W a distance of 2956.4 feet to survey station 1803+90.9, a point in the west line of Section 20 and the east line of Section 19, being south 2598.3 feet from the northwest corner of Section 20;

THENCE S 28°27' W a distance of 3017.9 feet to survey station 1834+08.8, a point in the south line of Section 19 and the north line of Section 30, being west 1373.1 feet from the northeast corner of Section 30;

THENCE S 28°27' W a distance of 6153.2 feet to survey station 1895+62.0, the west line of Section 30, T-24-N, R-13-W, and the east line of Section 25, T-24-N, R-14-W, being north 330.0 feet from the southeast corner of Section 25, T-24-N, R-14-W;

THENCE S 28°27' W a distance of 256.3 feet to survey station 1898+18.3, a point of intersection;

THENCE S 21°48' W a distance of 4081.7 feet to survey station 1939+00.0, a point of intersection;

THENCE S 0°31' W a distance of 6873.9 feet to survey station 2007+73.9, a point on line from which El Paso Natural Gas Co. lease corner "AA" bears N 89°52' W a distance of 1714.9 feet;

THENCE S 0°31' W a distance of 201.1 feet to survey station 2009+75.0, a point of intersection;

THENCE S 30°31' W a distance of 8902.9 feet to survey station 2098+77.9, a point of intersection;

THENCE S 45°07' W a distance of 4135.2 feet to survey station 2140+13.1, a point of intersection;

THENCE S 22°58' W a distance of 986.9 feet to survey station 2150+00.0, a point of intersection;

THENCE S 44°03' W a distance of 3345.2 feet to survey station 2183+45.2, a point of intersection;

THENCE S 50°30' W a distance of 5454.8 feet to survey station 2238+00, a point of intersection;

THENCE S 33°50' W a distance of 2700.0 feet to survey equation station 2265+00 (back) and 2265+68.9 (ahead), a point of intersection;

THENCE S 33°50' W a distance of 231.1 feet to survey station 2268+00.0, a point of intersection;

THENCE S 25°09' W a distance of 727.0 feet to survey station 2275+27.0, a point of intersection;

THENCE S 35°34' W a distance of 3593.0 feet to survey station 2311+20.0, a point of intersection;

THENCE S 24°24' W a distance of 1480.0 feet to survey station 2326+00.0, a point of intersection;

THENCE S 2°31' W a distance of 3500.0 feet to survey equation station 2361+00.0 (back) and 2360+00.0 (ahead), a point of intersection;

THENCE S 19°31' W a distance of 2436.5 feet to survey station 2384+36.5, a point of intersection;

THENCE S 41°00' W a distance of 2508.5 feet to survey station 2409+45.0, a point of intersection;

THENCE S 31°19' W a distance of 2855.0 feet to survey station 2438+00.0, a point of intersection;

THENCE S 1°37' W a distance of 18400.0 feet to survey station 2622+00.0, a point of intersection;

THENCE S 12°44' W a distance of 6765.0 feet to survey station 2689+65.0, a point of intersection;

THENCE S 2°12' W a distance of 4210.0 feet to survey station 2731+75.0, a point of intersection;

THENCE S 10°16' W a distance of 10292.0 feet to survey station 2834+67.0, a point of intersection;

THENCE S 18°42' W a distance of 3898.0 feet to survey station 2873+65.0, a point of intersection;

THENCE S 16°06' W a distance of 3295.0 feet to survey station 2906+60.0, a point of intersection;

THENCE S 5°31' W a distance of 2140.0 feet to survey station 2928+00.0, a point of intersection;

THENCE S 5°54' E a distance of 2550.0 feet to survey station 2953+50.0, a point of intersection;

THENCE S 8°42' W a distance of 3713.0 feet to survey station 2990+63.0, a point in the south line of Section 31, T-21-N, R-14-W, and the north line of Section 1, T-20-N, R-15-W, and the south line of San Juan County and the north line of McKinley County, being east 1018.8 feet from a U.S.G.L.O. monument at the southwest corner of Section 31, T-21-N, R-14-W;

THENCE S 8°42' W a distance of 4237.0 feet to survey station 3033+00.0, a point of intersection;

THENCE S 10°24' E a distance of 1500.0 feet to survey station 3048+00.0, a point on line from which a U.S.G.L.O. monument at the southeast corner of Section 1, T-20-N, R-15-W, bears N 72°53' E a distance of 554.4 feet;

THENCE S 10°24' E a distance of 2442.1 feet to survey station 3072+42.1, a point of intersection;

THENCE S 4°22' E a distance of 1400.2 feet to survey station 3086+42.3, a point in the east line of Section 12, T-20-N, R-15-W, and the west line of Section 7, T-20-N, R-14-W, being north 1446.3 feet from a U.S.G.L.O. monument at the southwest corner of Section 7, T-20-N, R-14-W;

THENCE S 4°22' E a distance of 1557.7 feet to survey station 3102+00.0, a point on line from which a U.S.G.L.O. monument at the southwest corner of Section 7, T-20-N, R-14-W, bears N 55°03' W a distance of 182.6 feet;

THENCE S 4°22' E a distance of 4600.0 feet to survey station 3148+00.0, a point of intersection;

THENCE S 5°00' W a distance of 600.0 feet to survey station 3154+00.0, a point on line from which a U.S.G.L.O. monument at the southwest corner of Section 18, T-20-N, R-14-W, bears N 89°47' W a distance of 483.0 feet;

THENCE S 5°00' W a distance of 3694.3 feet to survey station 3190+94.3, a point of intersection;

THENCE S 12°01' W a distance of 915.1 feet to survey station 3200+09.4, a point in the east line of Section 24, T-20-N, R-15-W, and the west line of Section 19, T-20-N, R-14-W, being north 673.8 feet from a U.S.G.L.O. monument at the southwest corner of Section 19, T-20-N, R-14-W;

THENCE S 12°01' W a distance of 690.6 feet to survey station 3207+00.0, a point on line from which a U.S.G.L.O. monument at the southwest corner of Section 19, T-20-N, R-14-W, bears S 77°20' E a distance of 143.8 feet;

THENCE S 12°01' W a distance of 5200.0 feet to survey station 3259+00.0, a point on line from which a U.S.G.L.O. monument at the southwest corner of Section 30, T-20-N, R-14-W, bears S 78°58' E a distance of 1214.6 feet;

THENCE S 12°01' W a distance of 4000.0 feet to survey station 3299+00.0, a point of intersection;

THENCE S 23°07' W a distance of 1700.0 feet to survey station 3316+00.0, a point on line from which a U.S.G.L.O. monument at the south quarter corner of Section 36, T-20-N, R-15-W, bears S 28°15' E a distance of 31.4 feet;

THENCE S 23°07' W a distance of 30.4 feet to survey station 3316+30.4, a point in the south line of Section 36, T-20-N, R-15-W, and the north line of Section 1, T-19-N, R-15-W;

THENCE S 23°07' W a distance of 1851.6 feet to survey station 3334+82.0, a point of intersection;

THENCE S 11°43' W a distance of 1618.0 feet to survey station 3351+00.0, a point of intersection;

THENCE S 35°56' W a distance of 9235.0 feet to survey station 3443+35.0, a point of intersection;

THENCE S 24°51' W a distance of 7365.0 feet to survey equation station 3517+00.0 (back) and 3518+00.0 (ahead), a point of intersection;

THENCE S 12°43' W a distance of 4500.0 feet to survey station 3563+00.0, a point of intersection;

THENCE S 8°18' W a distance of 3000.0 feet to survey station 3593+00.0, a point of intersection;

THENCE S 5°44' E a distance of 6555.0 feet to survey station 3658+55.0, a point of intersection;

THENCE S 20°30' E a distance of 2562.0 feet to survey station 3684+17.0, a point of intersection;

THENCE S 28°58' E a distance of 1983.0 feet to survey station 3704+00.0, a point of intersection;

THENCE S 1°02' W a distance of 570.0 feet to survey equation station 3709+00.0 (back) and 3710+70.0 (ahead), a point of intersection;

THENCE S 21°33' W a distance of 4535.0 feet to survey equation station 3756+05.0 (back) and 3757+05.0 (ahead), a point of intersection;

THENCE S 8°27' E a distance of 7295.0 feet to survey station 3829+00.0, a point of intersection;

THENCE S 5°57' W a distance of 1400.0 feet to survey station 3843+00.0, a point of intersection;

THENCE S 10°10' E a distance of 822.0 feet to survey station 3851+22.0, a point of intersection;

THENCE S 20°22' W a distance of 733.0 feet to survey station 3858+55.0, a point of intersection;

THENCE S 35°07' W a distance of 1545.0 feet to survey station 3874+00.0, a point of intersection;

THENCE S 17°20' W a distance of 12200.0 feet to survey station 3996+00.0, a point of intersection;

THENCE S 16°04' W a distance of 149.6 feet to survey station 3997+49.6, a point in the south line of Section 33, T-18-N, R-15-W, and the north line of Section 4, T-17-N, R-15-W, being west 621.4 feet from a U.S.G.L.O. monument at the southeast corner of Section 33, T-18-N, R-15-W;

THENCE S 16°04' W a distance of 321.7 feet to survey station 4000+71.3, a point on line from which a U.S.G.L.O. monument at the southeast corner of Section 33, T-18-N, R-15-W, bears N 66°29' E a distance of 774.9 feet;

THENCE S 16°04' W a distance of 3040.5 feet to survey station 4031+11.8, a point of intersection;

THENCE S 34°34' W a distance of 957.1 feet to survey station 4040+68.9, a point of intersection;

THENCE S 47°00' W a distance of 1131.1 feet to survey station 4052+00.0, a point of intersection;

THENCE S 22°00' W a distance of 3500.0 feet to survey station 4087+00.0, a point of intersection;

THENCE S 37°03' W a distance of 3000.0 feet to survey station 4117+00.0, a point of intersection;

THENCE S 7°03' W a distance of 335.0 feet to survey station 4120+35.0, a point of intersection;

THENCE S 12°55' E a distance of 1065.0 feet to survey station 4131+00.0, a point of intersection;

THENCE S 10°41' E a distance of 1149.0 feet to survey station 4142+49.0, a point of intersection;

THENCE S 17°54' E a distance of 1111.0 feet to survey station 4153+60.0, a point of intersection;

THENCE S 12°06' W a distance of 430.0 feet to survey station 4157+90.0, a point of intersection;

THENCE S 39°53' W a distance of 290.9 feet to survey station 4160+80.9, a point of intersection;

THENCE S 48°46' W a distance of 1573.6 feet to survey station 4176+54.5, a point of intersection;

THENCE S 36°46' W a distance of 2260.0 feet to survey station 4199+14.5, a point of intersection;

THENCE S 41°46' W a distance of 712.4 feet to survey station 4206+26.9, a point of intersection;

THENCE S 71°46' W a distance of 100.0 feet to survey station 4207+26.9, a point of intersection;

THENCE N 78°14' W a distance of 811.3 feet to survey station 4215+38.2, a point of intersection;

THENCE S 80°21' W a distance of 229.8 feet to survey station 4217+68.0, a point of intersection;

THENCE S 50°21' W a distance of 55.7 feet to survey station 4218+23.7, a point of intersection;

THENCE S 36°40' W a distance of 641.3 feet to survey station 4224+65.0, a point of intersection;

THENCE S 29°40' W a distance of 625.4 feet to survey station 4230+90.4, a point of intersection;

THENCE S 39°20' W a distance of 1624.2 feet to survey equation station 4247+14.6 (back) and 4259+50.0 (ahead), a point of intersection;

THENCE S 39°30' W a distance of 2050.0 feet to survey station 4280+00.0, a point of intersection;

THENCE S 28°45' W a distance of 1308.5 feet to survey station 4293+08.5, a point of intersection;

THENCE S 43°15' W a distance of 3281.5 feet to survey station 4325+90.0, a point of intersection;

THENCE S 53°10' W a distance of 240.7 feet to survey station 4328+30.7, a point in the west line of Section 30, T-17-N, R-15-W, and the east line of Section 25, T-17-N, R-16-W, being north 3902.6 feet from a U.S.G.L.O. monument at the east quarter corner of Section 36, T-17-N, R-16-W;

THENCE S 53°10' W a distance of 69.3 feet to survey station 4329+00.0, a point of intersection;

THENCE S 42°22' W a distance of 1536.6 feet to survey station 4344+36.6, a point of intersection;

THENCE S 34°53' W a distance of 3272.3 feet to survey station 4377+08.9, a point in the south line of the northwest quarter of Section 36;

Beginning at survey station 4456+59.5, a point in the west line of Section 2 and the east line of Section 3, T-16-N, R-16-W, being south 1039.9 feet from a stone monument at the east quarter corner of Section 3;

THENCE S 48°07' W a distance of 2439.5 feet to survey station 4480+99.0, a point in the south line of Section 3 and the north line of Section 10, T-16-N, R-16-W, being east 821.8 feet from a stone monument at the north quarter corner of Section 10;

Beginning at survey station 4527+77.5, a point in the west line of Section 10 and the east line of Section 9, being north 2198.7 feet from a stone monument at the southeast corner of Section 9;

THENCE S 48°07' W a distance of 980.5 feet to survey station 4537+58.0, a point of intersection;

THENCE S 50°52' W a distance of 1111.0 feet to survey station 4548+69.0, a point on line from which a stone monument at the northeast corner of Section 16, T-16-N, R-16-W, bears S 62°28' E a distance of 1786.0 feet;

THENCE S 50°52' W a distance of 578.0 feet to survey station 4554+47.0, a point of intersection;

THENCE S 64°48' W a distance of 1200.4 feet to survey station 4566+47.4, a point in the south line of Section 9 and the north line of Section 16;

Beginning at survey station 4590+21.1, a point in the west line of Section 16 and the east line of Section 17, being south 984.5 feet from a stone monument at the northeast corner of Section 17;

THENCE S 64°48' W a distance of 5578.9 feet to survey station 4646+00.0, a point of intersection from which a stone monument at the west quarter corner of Section 17, T-16-N, R-16-W, bears N 18°02' W a distance of 708.7 feet;

THENCE S 67°13' W a distance of 243.5 feet to survey station 4648+43.5, a point in the west line of Section 17 and the east line of Section 18, being south 768.2 feet from a stone monument at the west quarter corner of Section 17;

THENCE S 67°13' W a distance of 2871.6 feet to survey station 4677+15.1, a point in the west line of southeast quarter of Section 18;

Beginning at survey station 4690+41.2, a point in the south line of Section 18 and the north line of Section 19, being east 1346.1 feet from a stone monument at the northwest corner of Section 19;

THENCE S 48°18' W a distance of 858.8 feet to survey station 4699+00.0, a point on line from which a stone monument at the northwest corner of Section 19, T-16-N, R-16-W, bears
N 50°32' W a distance of 913.0 feet;

THENCE S 48°18' W a distance of 954.9 feet to survey station 4708+54.9, a point in the west line of Section 19, T-16-N, R-16-W, and the east line of Section 24, T-16-N, R-17-W, being south 1215.6 feet from a stone monument at the northeast corner of Section 3;

Beginning at survey station 4978+23.6, a point in the west line of Section 4 and the east line of Section 5, being south 1970.6 feet from a stone monument at the northeast corner of Section 5;

THENCE S 43°46' W a distance of 776.4 feet to survey station 4986+00.0, a point of intersection;

THENCE S 18°46' W a distance of 500.0 feet to survey station 4994+00.0, a point of intersection;

THENCE S 5°14' E a distance of 500.0 feet to survey station 4996+00.0, a point of intersection;

THENCE S 32°12' E a distance of 1000.0 feet to survey station 5006+00, a point of intersection;

THENCE S 22°30' E a distance of 719.0 feet to survey station 5013+19.0, a point in the west line of Section 4 and the east line of Section 5;

Beginning at survey station 5044+10.8, a point in the south line of the northwest quarter of Section 9;

THENCE S 22°17' E a distance of 1397.1 feet to survey station 5058+07.9, a point in the north line of the ConocoPhillips Company Wingate Plant Site for the End of This Line.

TOTAL FEET/RODDAGE

407,214.4 Feet / 24,679.661 Rods

EXHIBIT A

the Assignment of Rights-of-way and Easements dated April 1, 1998
between Meridian Oil Inc., as Assignor, and Conoco Inc., as Assignee

DATE	ROW #	GRANTOR/ DWG. #	GRANTEE	SECTION	TOWNSHIP	RANGE	REC.
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CATHODIC PROTECTION STATION #224

3/12/1956 ROW #56131 NAVAJO TRIBE/ T15N R17W
REN 10/18/95 ROW #890074
EXP. 10/18/2005

CATHODIC PROTECTION STATION #1655

BUILT W/I R/W #900034 NAVAJO TRIBE/ T17N R16W
EXISTING SE/4 SEC. 25
EXP 10/18/2005

CATHODIC PROTECTION STATION #6203-1

BUILT W/I NAVAJO TRIBE/ T20N R15W
EXISTING NE/4 SEC. 12
EXP 10/18/2005

CATHODIC PROTECTION STATIONS - BLANCO PLANT TO WINGATE PLANT
NAVAJO TRIBAL R-O-W GRANTS
MCKINLEY COUNTY, NEW MEXICO

EXHIBIT A

the Assignment of Rights-of-way and Easements dated April 1, 1996
between Meridian Oil Inc., as Assignor, and Conoco Inc., as Assignee

DATE	ROW # DWG. #	GRANTOR/ GRANTEE	SECTION	TOWNSHIP	RANGE	REG.
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CATHODIC PROTECTION STATION #383P

11/17/1958 R/W #591206 NAVAJO TRIBE/
REN 10/18/1985 R/W #870620
EXP 10/18/2005

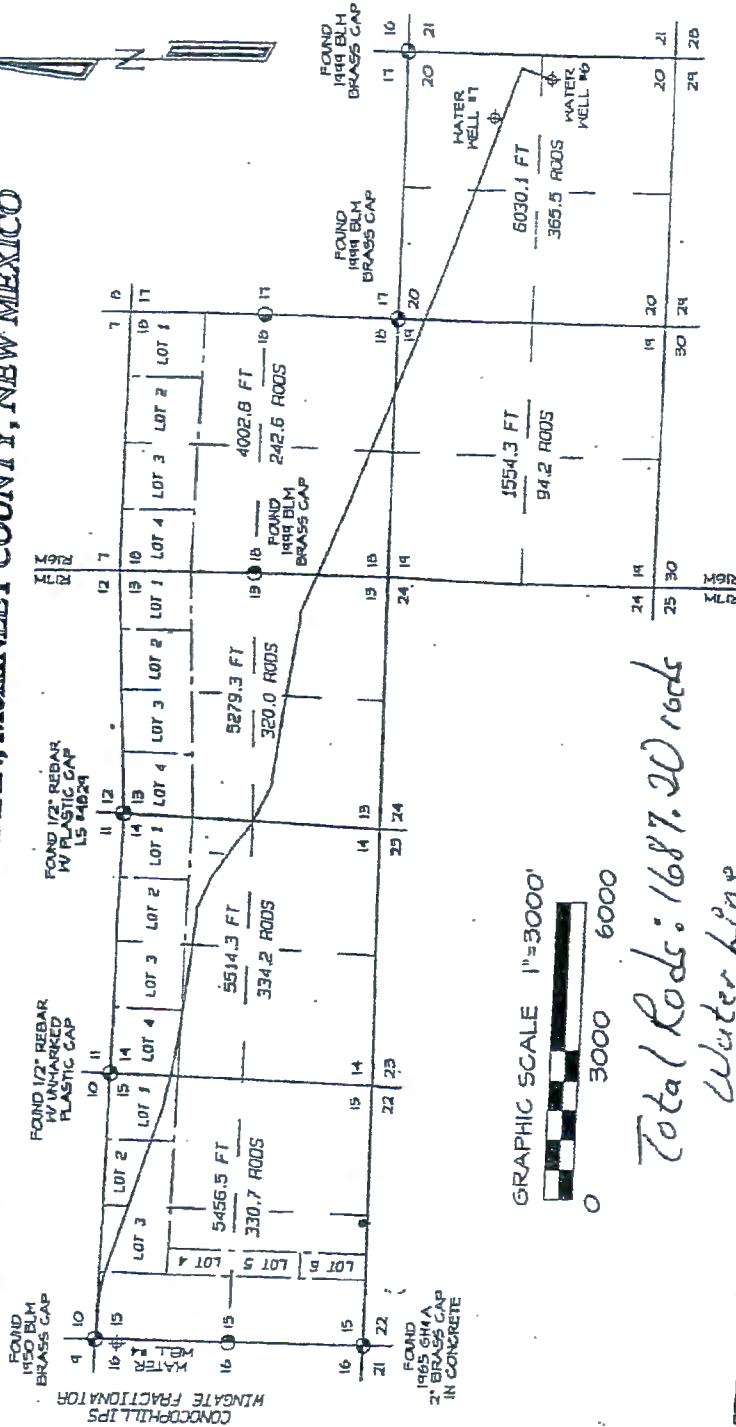
SW/4 SW/4 SEC. 29
NW/4 SEC. 32

T22N R14W
T22N R14W

CATHODIC PROTECTION STATION
BLANCO PLANT - WINGATE PLANT
NAVAJO TRIBAL R-O-W GRANTS
SAN JUAN COUNTY, NEW MEXICO

EXHIBIT "B"

SURVEY FOR CONOCOPHILLIPS COMPANY SHOWING LOCATION OF WINGATE WATER-LINE ON NAVAJO TRIBAL TRUST LANDS LOCATED IN SECTIONS 13, 14 & 15, T15N, R17W AND SECTIONS 18, 19 & 20, T15N, R16W NEW MEXICO PRINCIPAL MERIDIAN, MCKINLEY COUNTY, NEW MEXICO



GRAPHIC SCALE 1"=3000'

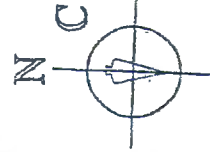


Total Rods: 1687.20 rods

Water line

OWNERSHIP, Navajo Tribal Trust Land		
N/2 N/2 SECTION 15, T15N, R17W	5456.5 FT x 990.1 RODS	6.26 Acres
NE/4 SE/4 & N/2 SECTION 14, T15N, R17W	5514.3 FT x 934.2 RODS	6.33 Acres
SW/4 NW/4 & S/2 SECTION 13, T15N, R17W	5219.3 FT x 320.0 RODS	6.06 Acres
S/2 SECTION 16, T15N, R16W	4002.8 FT x 242.6 RODS	4.59 Acres
N/2 NE/4 SECTION 19, T15N, R16W	1554.3 FT x 94.2 RODS	1.18 Acres
NE/4 SE/4 & N/2 SECTION 20, T15N, R16W	6090.1 FT x 365.5 RODS	6.92 Acres

OWNERSHIP, Navajo Tribal Trust Land



CONOCOPHILIPS
4001 PENBROOK
ODESSA, TEXAS 79762

Prepared for:

Land Surveyor:
Jason C. Edwards

Mailing Address:
Post Office Box 6612
Farmington, NM 87499

Business Address:
111 East Placer Street
Farmington, NM 87402
(505) 325-2654 (Office)
(505) 326-5680 (Fax)

SURVEYS, INC.

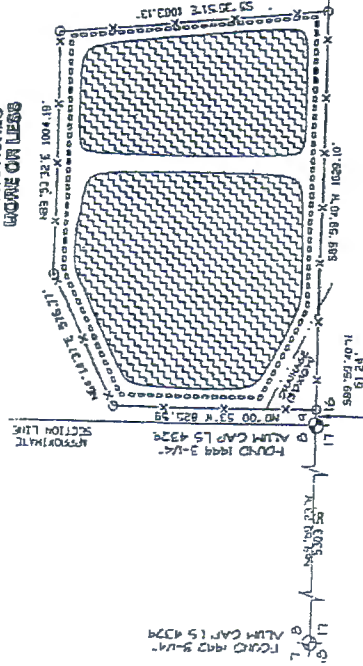
EXHIBIT "C"

EXHIBIT C

CONOCO, INC. WINGATE FRACTIONATOR

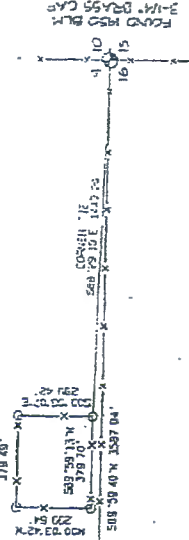
SKETCH SHOWING LOCATION OF DISCHARGE PONDS & FLARE SITE
LOCATED IN THE S/2 OF S/2 SECTION 9, T15N, R17W, NMPM, MC KINLEY COUNTY, NEW MEXICO

DISCHARGE PONDS
37.475 ACRES
MORE OR LESS



BASIS OF BEARINGS
REAL-TIME KINEMATIC GPS SURVEY
STATIONED AT THE FLARE SITE
ON SEPTEMBER 3, 1997 FROM
A REFERENCE STATION POSITIONED IN
THE NW/4 NW/4 OF SECTION 16, T15N, R17W

FLARE SITE
3.010 ACRES
MORE OR LESS



LEGEND

- O STEEL CORNER FENCE POST
SET IN CONCRETE
- FENCE-LINE
- TOP OF POND BERM



I, Neal G. Edwards, a registered Professional Surveyor under the laws
of the State of New Mexico, hereby certify that this plat was prepared
from the results of an actual survey, meeting the minimum requirements of
the statutes of this state and survey and is true and correct to the best of my
knowledge and belief.

Neal G. Edwards
Neal G. Edwards
New Mexico RL5 76057
Date 9-23-99

Prepared for:

Conoco, Inc. Wingate Fractionator
4901 H. Frank Circle
Gallup, NM 87306

Land Surveyor
Neal G. Edwards
Mailing Address:
Post Office Box 6412
Farmington, NM 87409
Business Address:
111 East Plaza Street
Farmington, NM 87402
(505) 325-2034 (Office)
(505) 325-3050 (Fax)

SURVEYS, INC.

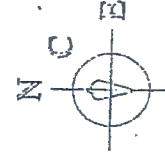


EXHIBIT "D"

EXHIBIT D

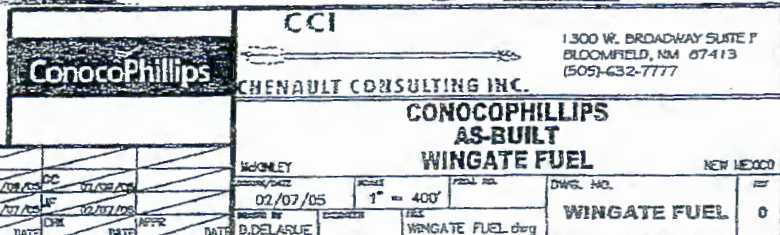
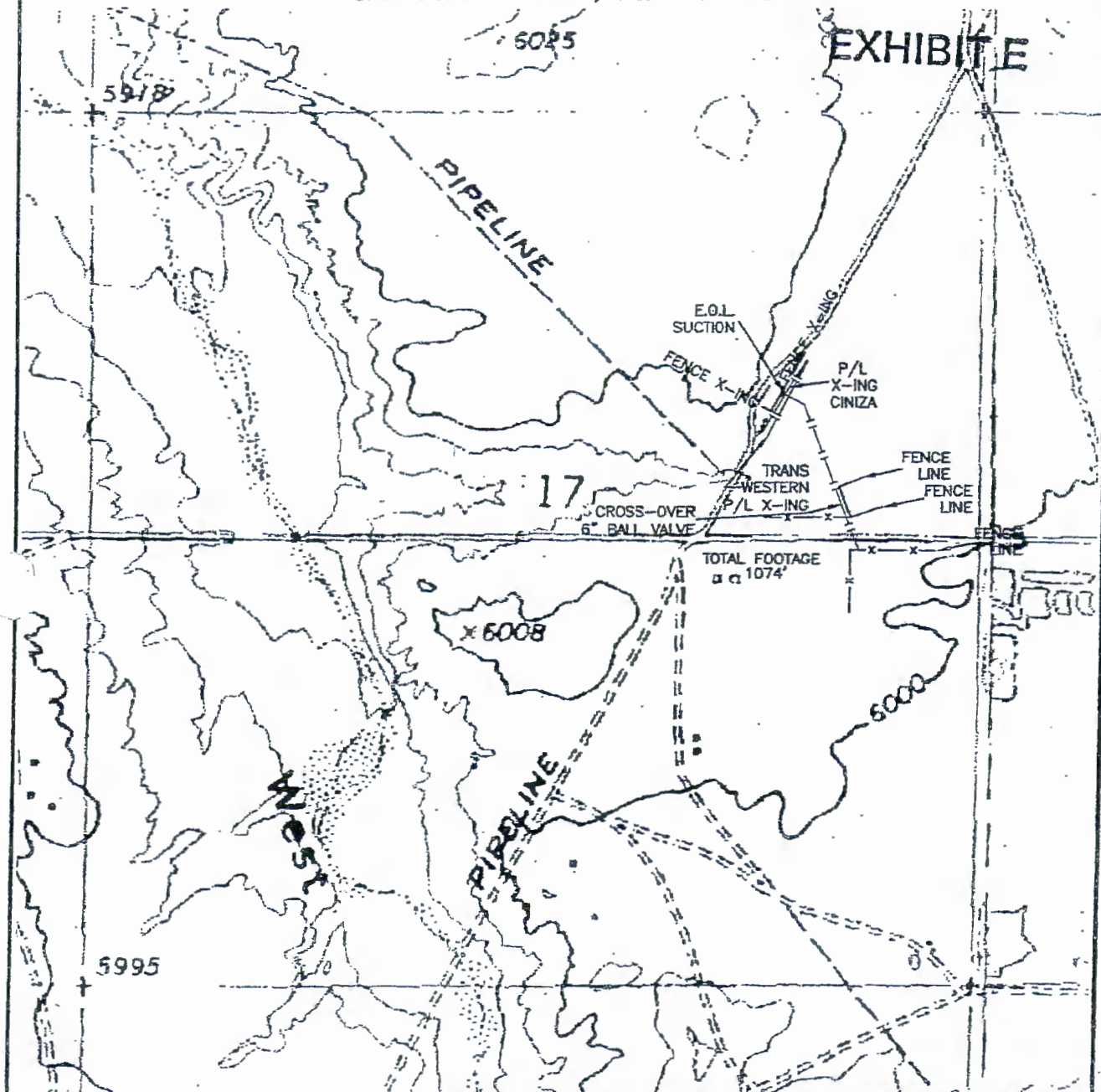


EXHIBIT "E"

CONOCOPHILLIPS COMPANY CHACO SUCTION LINE
E/2 SEC. 17, T26N, R12W, NMPM
SAN JUAN COUNTY, NEW MEXICO

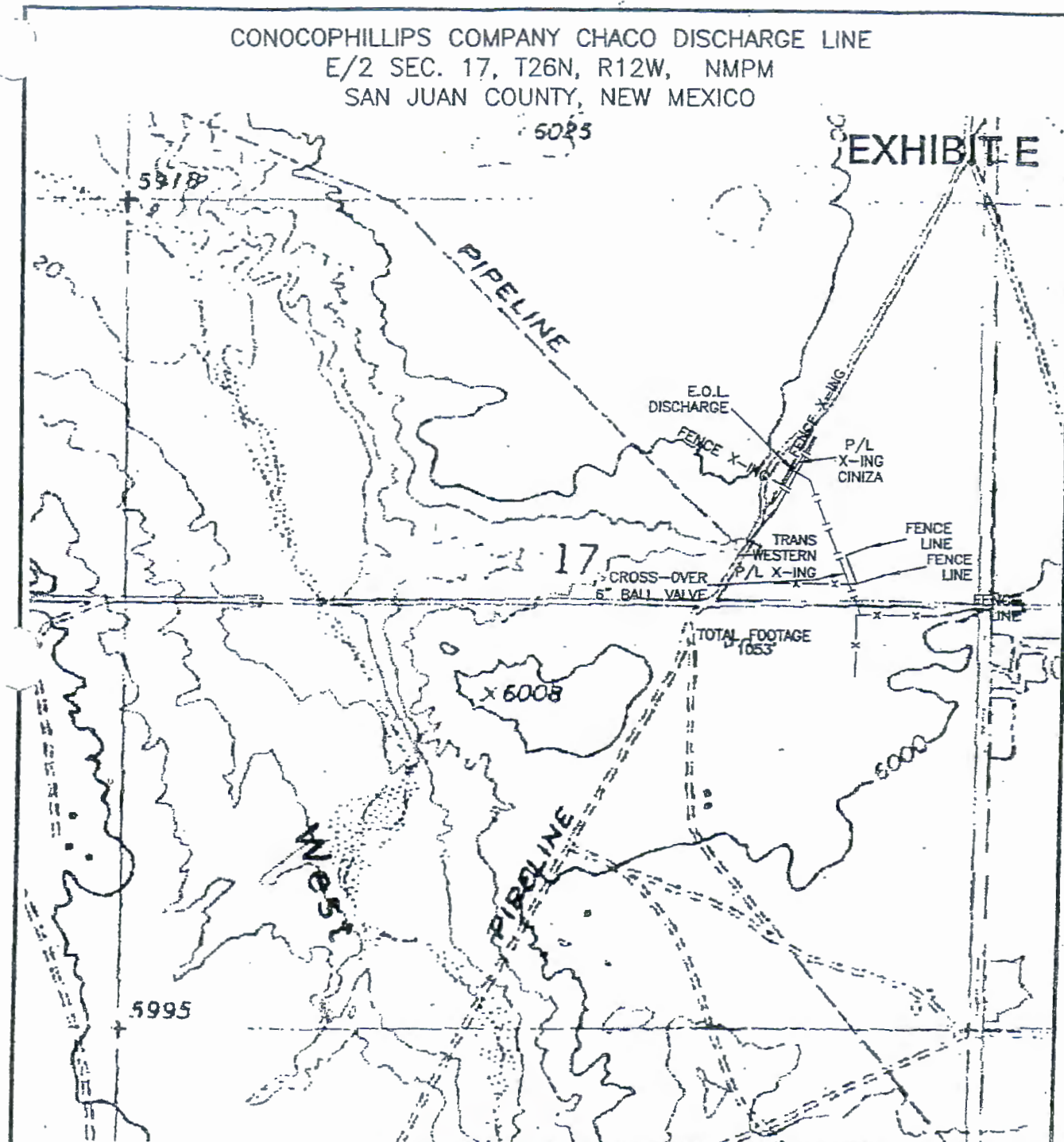
EXHIBIT E



		CCI CHENAULT CONSULTING INC. 1300 W. BROADWAY SUITE F BLOOMFIELD, NM 87413 (505) 632-7777	
		CONOCOPHILLIPS AS-BUILT CHACO SUCTION LINE	
SAN JUAN COUNTY/STATE 02/07/05 SCALE 1" = 500' SHEET NO. CHACO.DWG		NEW MEXICO SHEET NO. CHACO A	

REVISIONS			
REV.	DESCRIPTION	DATE	DATE

EXHIBIT E



ConocoPhillips **CCI** **CHEVAULT CONSULTING INC.** 1300 W. BROADWAY SUITE F
BLOOMFIELD, NM 87413
(505)-632-7777

AS-BUILT										CHACO DISCHARGE LINE																											
REVISED										SAN JUAN		DATE		02/07/05		1" = 800'		DWG. NO.																			
A										ISSUED FOR APPROVAL										ED		12/07/04		JF		02/07/05											
REV.										DESCRIPTION										BY		DATE		CHK		DATE		APPR		DATE		D.DELARUE		CHACO.DWG		CHACO	

EXHIBIT E



CCI

CHENAULT CONSULTING INC.

1300 W. BROADWAY SUITE F
BLOOMFIELD, NM 87413
(505)-632-7777

**CONOCOPHILLIPS
AS-BUILT
CHACO DELIVERY LINE**

REVISING				SAW PLAN				CHACO DELIVERY LINE			
				DATE				SCALE		DWG. NO.	
				02/07/05				1" = 800'			
A ISSUED FOR APPROVAL				BY				CHACO.DWG			
REV. DESCRIPTION				DATE				CHACO			

EXHIBIT 2
(the “Discharge Ponds”)

[Please see attached.]

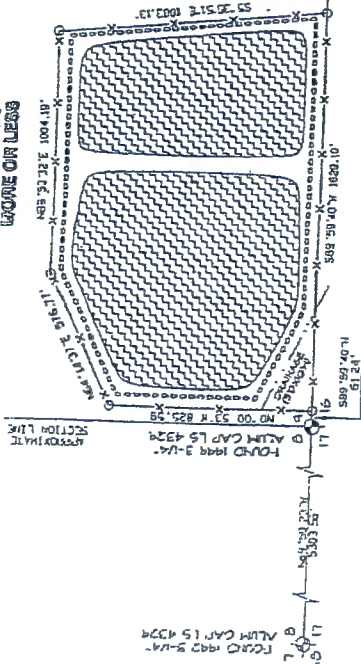
CONOCO, INC. WINGATE FRACTIONATOR

SKETCH SHOWING LOCATION OF DISCHARGE PONDS & FLARE SITE
LOCATED IN THE S/2 OF S/2 SECTION 9, T15N, R17W, NMPM, Mc KINLEY COUNTY, NEW MEXICO

DISCHARGE PONDS
37.478 ACRES
MORE OR LESS

Total Acreage: 40.085
Total Rods: 2116.48

BASIS OF BEARING
REAL TIME KINEMATIC GPS SURVEY
STATION COORDINATES
TRACKED ON SEPTEMBER 3, 1997 FROM
A REFERENCE STATION POSITIONED IN
THE NW/4 NW/4 OF SECTION 16, T15N, R17W



I, Neal C. Edwards, a registered Professional Surveyor under the laws of the State of New Mexico, do hereby certify that this plat was prepared from field notes of an actual survey meeting the minimum requirements of the Statutes for land surveys and is true and correct to the best of my knowledge and belief.

Neal C. Edwards
Neal C. Edwards
New Mexico RLS #6857
Date 9-23-99

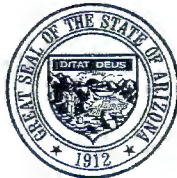
LEGEND

- STEEL CORNER FENCE POST SET IN CONCRETE
- X—X— FENCE LINE
- ===== TOP OF POND BERM

Prepared for:	Conoco, Inc. Wingate Fractionator 400 El Paso Circle Gallup, NM 87306
Land Surveyor:	Neal C. Edwards
Mailing Address:	Post Office Box 101 Farmington, NM 87401
Business Address:	111 East Main Street Farmington, NM 87401 (505) 315-3554 (Office) (505) 315-3550 (Fax)
SURVEYS, INC.	

EXHIBIT B
Corporate Qualifications of Assignee

STATE OF ARIZONA



Office of the CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

WESTERN REFINING SOUTHWEST, INC.

a domestic corporation organized under the laws of the State of Arizona, did incorporate on December 11 1968.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation is not administratively dissolved for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed Articles of Dissolution as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 14th day of March, 2016, A. D.




Jodi A. Jerich, Executive Director

By: 1391491



EXHIBIT B

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
OF THE NAVAJO NATION COUNCIL

22nd NAVAJO NATION COUNCIL - FIRST YEAR, 2011

AN ACTION
RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE RENEWAL OF A
RIGHT-OF-WAY TO CONOCOPHILLIPS FOR TWO WATER WELL SITES WITHIN THE
NAVAJO NATION TRUST LANDS (MCKINLEY COUNTY, NEW MEXICO)

BE IT ENACTED:

1. The Navajo Nation finds the following with respect to this resolution:

- a. The Resources and Development Committee is authorized to approve rights-of-way on the Navajo Nation. 2 N.N.C §501(B)(2).
- b. ConocoPhillips has a lease, attached as Exhibit B, for two water well sites within Navajo Nation Trust Lands consisting of 36.620 acres, more or less.
- c. ConocoPhillips has applied for the renewal of the well sites under a rights-of-way application which is attached hereto as Exhibit A. The acreage of each well site will be reduced to 0.998 acres and the remaining land will be returned to the Navajo Nation.
- d. There currently exists an AGREEMENT BETWEEN THE NAVAJO NATION AND CONOCOPHILLIPS COMPANY TO EXTEND THE TERM OF RIGHTS-OF-WAY (ROW), attached as Exhibit B, signed between the parties in 2005 which will service as the right-of-way terms and conditions for two water well sites which are the subject of this resolution.

2. The Navajo Nation hereby approves the granting of right of way to ConocoPhillips to two water well sites with the Navajo Nation Trust Lands (McKinley County, New Mexico), more particularly described in Exhibit A.

3. ConocoPhillips shall make a lump sum payment of \$45,764.24 to the Navajo Nation within ten days of the approval of the right-of-way.

4. The Navajo Nation hereby approves the granting of the right-of-way to ConocoPhillips, subject to but not limited to the terms and conditions contained in Exhibit B.

5. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to effectuate the intent and purpose of this resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Resources and Development Committee of the 22nd Navajo Nation Council at a duly called meeting held at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 04 in favor, 00 opposed and 00 abstained, on this 20th of December, 2011.


Katherine Benally, Chairperson
Resources and Development Committee

Motion: David Tom
Second: Leonard Pete

EXHIBIT C

RCAP-74-97

RESOLUTION OF THE RESOURCES COMMITTEE OF THE NAVAJO NATION COUNCIL



Approving the Grant of a Right-of-Way to Payne Land Services
d.b.a. Conoco, Inc., to Construct, Operate and Maintain the
Chaco Pump Station on Navajo Tribal Trust Lands within
Navajo Indian Irrigation Project, San Juan County,
State of New Mexico

WHEREAS:

1. Pursuant to 2 N.N.C. § 695 (B) (2), the Resources Committee of the Navajo Nation Council has been delegated the authority to give final approval of rights-of-way in accordance with applicable Federal and Navajo Nation laws; and

2. Payne Land Services, 8791 Blue Jay Lane, Salt Lake City, Utah 84121, d.b.a. CONOCO Inc., P.O. Box 1267, Ponca City, Oklahoma 74603, has submitted a right-of-way application, attached hereto as Exhibit "A", to construct, operate and maintain the "Chaco Pump Station" on, over and across Navajo Tribal Trust lands within Navajo Indian Irrigation Project (NIIP), San Juan County, New Mexico; and

3. The proposed right-of-way on Navajo Tribal Trust land is approximately 200 feet by 200 feet by 213.95 feet by 276 feet, consisting of 1.09 acres, more or less, on Navajo Tribal Trust lands within the Northeast Quarter (NE1/4) of Section 17, Township 26 North, Range 12 West, NMPM, San Juan County, New Mexico. The location is more particularly described on the map attached hereto as Exhibit "B"; and

4. The Project Review Section with the Navajo Land Department has obtained the consents from the affected land users (grazing permittees), attached hereto as Exhibit "C"; and

5. All environmental and archaeological studies have been completed and are attached hereto.

NOW THEREFORE BE IT RESOLVED THAT:

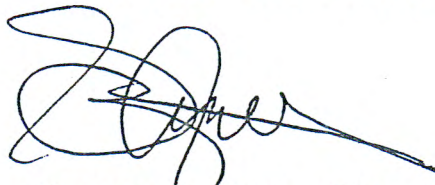
1. The Resources Committee of the Navajo Nation Council hereby approves the grant of a right-of-way to Payne Land Services, d.b.a. Conoco, Inc., to construct, operate and maintain the "Chaco Pump Station" on Navajo Tribal Trust lands within NIIP, San Juan County, New Mexico. Said right-of-way is more particularly described as Exhibit "B", attached hereto and made a part hereof.

2. The Resources Committee of the Navajo Nation Council hereby approves the right-of-way, subject to, but not limited to the terms and conditions attached hereto as Exhibit "D".

3. The Resources Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to carry out the intent of this resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Resources Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 5 in favor, 0 opposed and 0 abstained, this 15th day of April, 1997.

A handwritten signature in blue ink, appearing to read "George Arthur", with a long horizontal stroke extending to the right.

George Arthur, Vice Chairperson
Resources Committee

Motion: Willis Peterson
Second: Sylvester Chee



United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
Navajo Region
P.O. Box 1060
Gallup, New Mexico 87305

420. Division of Real Estate
Services

MAY 22 2012

Mr. Ed Peck, Jr.
Pre Consultants
P.O. Box 7275
Woodlands, Texas 77387

Dear Mr. Peck:

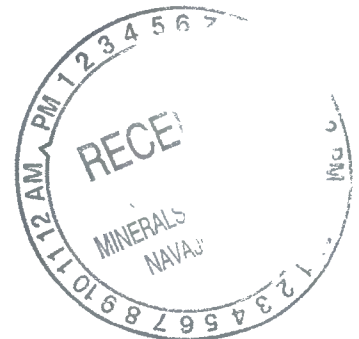
Enclosed is the corrected Grant of Easement for Rights-of-Way for ConocoPhillips Company. Amendment No. One will be replaced with the corrected easement. The grant of easement consist of Well Site #6 and Well Site #7 with a total acreage of 1.996; this acreage was corrected on the easement.

All concerned parties will be notified by copies of this letter. If you have any questions, please contact the Division of Real Estate Services at (505) 863-8467.

Sincerely,

Acting

Regional Director



Enclosure(s)

cc: Navajo Land Administration, P.O. Box 9000, Window Rock, AZ 86515
Minerals Department, P.O. Box 1910, Window Rock, AZ 86515

GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENT:

That the United States of American acting by and through the Bureau of Indian Affairs, Department of the Interior, Regional Director, Navajo Region, P.O. Box 1060, Gallup, New Mexico 87301, hereinafter referred to as "GRANTOR," under authority contained in 209 DM8 dated November 17, 1981, 230 DM1 and 3 IAM 4 dated July 19, 2000, and pursuant to the provision of the Act of February 5, 1948 (62 Stat. 17, U.S.C. §§ 323-328), and Part 169, Title 25, Code of Federal Regulations, which be reference are made a part hereof, in consideration of \$ * receipt of which is hereby acknowledged, does hereby grant to CONOCOPHILLIPS COMPANY, 3401 EAST 30TH STREET, FARMINGTON, NEW MEXICO 87401, its successors and assigns, hereinafter referred to as "Grantee," an easement for right-of-way for the following purpose(s), namely: to continue with operation and maintenance and/or replacement of two water wells; providing water to the ConocoPhillips Wingate Processing Plant, over, across, in and upon the following described lands in the County of McKinley, States of New Mexico:

TRACT ID NO.	PARCEL	LENGTH IN FEET	ACRES
T- 6011	Wingate Water Well Site #6	4,3452 Sq. Ft.	0.998
T- 6011	Wingate Water Well Site #7	4,3483 Sq. Ft.	0.998
		TOTAL:	1.996

The easement is shown on the Survey Plats: ConocoPhillips Company, Wingate Water Well Site #6 & #7.

Said easement is subject to the terms and conditions in the Resources Committee Resolution Number RDCD-57-11, Navajo Nation Council, dated December 20, 2011. This easement replaces and supersedes original easement approved on January 27, 2012a and Amendment No. One, approved on February 10, 2012.

To have and to hold the said easement and right-of-way unto the GRANTEE and unto its successors and assigns subject to the following provisions:

1. GRANTEE agrees to indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
2. GRANTEE agrees to restore the land to its original condition, as far as is reasonably possible, upon termination or revocation of this easement for any reason. Failing to comply with this stipulation,
3. GRANTEE agrees to bear all expenses and costs incurred by the owner and/or the United States in accomplishing said restoration.
4. GRANTEE agrees to pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way.
5. GRANTEE agrees to that during the terms of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.
6. GRANTEE agrees to construct and maintain the right-of-way in a workmanlike manner.
7. GRANTEE agrees to clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.
8. GRANTEE agrees to take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way.
9. GRANTEE agrees to do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
10. GRANTEE agrees to build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
11. GRANTEE agrees to that upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
12. GRANTEE agrees at all times to keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
13. GRANTEE agrees not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.

This easement is subject to any valid existing right or adverse claim and is for a term of twenty (20) Years, beginning October 16, 2005 and ending October 17, 2025, so long as said easement shall be actually used

for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon (30) days written notices and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 169.20):

- A. Failure to comply with any term and condition of the grant or the applicable regulations.
- B. A nonuse of the right-of-way for consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way, as determined by the BIA.

The conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the Grantee. The applicant shall not assign, convey or transfer, in any manner whatsoever, the easement or any interest therein, or in or to any of the improvements on the land subject to the easement without the prior written consent of the landowner and the Secretary of the Interior if applicable.

IN WITNESS WHERETO, Grantor has executed this grant of easement this 22nd day of May, 2012.

UNITED STATES OF AMERICA

By: [Signature]
Acting Regional Director, Navajo

ACKNOWLEDGEMENT

STATE OF: NEW MEXICO
:ss

COUNTY OF: McKINLEY

Subscribed and sworn to before me this 22nd day of May, 2012.

[Signature]
Signature of Notary Public



OFFICIAL SEAL
KATHY R. TOUCHINE
NOTARY PUBLIC - State of New Mexico
My Commission Expires 3/16/2013

My commission expires 3/16/2013



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Navajo Area Office
P.O. Box 1060
Gallup, New Mexico 87305-1060

IN REPLY REFER TO:

ARES/542

Mr. Darrel C. Vanhooser
Right of Way Department
Conoco Inc.
6855 S. Havanna Street, Suite 180
Englewood, Colorado 80112

Dear Mr. Vanhooser:

Enclosed for your information and use is an approved Grant of Easement for Right-of-Way for construction of Conoco's Pump Station across Navajo Tribal Trust lands within Navajo Indian Irrigation Project (NIIP). The right-of-way is located in the NE-1/4 of Section 17, Township 26 North, Range 12 West, NMPM, San Juan County, New Mexico.

Please submit an affidavit of completion of construction within thirty (30) days in accordance with 25 CFR 169.16.

Sincerely,

ACTING Area Director

Enclosures

cc: Eastern Navajo Agency, Attn: RES
Project Manager, NIIP
Project Review Office, The Navajo Nation
Navajo Minerals Department, The Navajo Nation

JUL 17 1997



ConocoPhillips

Mike L. Mankin
Supervisor
GRFS / PTRRC
Property Tax, Real Estate, ROW & Claims

ConocoPhillips Company
3401 East 30th Street
Farmington, New Mexico 87402
Wk: (505) 599.4098 / Cell (505) 947.8602
Fax: (505) 324.6136

December 11, 2009

Mr. Akhtar Zaman
Director, Minerals Department
The e Navajo Nation
P. O. Box 1910
Window Rock, AZ 86515

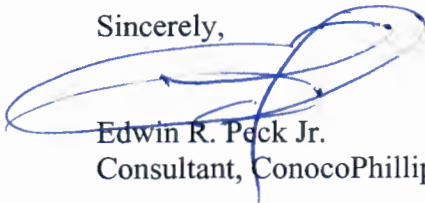
RE: ConocoPhillips Company (COPC) – Correcting Typographical Error - Page 5


Dear Mr. Zaman,

In accordance with our discussions with Ram, we have edited the typographical error in the COPC/Navajo Nation agreement. This edit only involved correcting the annual payment amount \$570,492.20 in the annual payment CPI adjustment portion. COPC is currently running the calculations based on the adjustment and will be forwarding the additional amount due very soon.

If there are any questions regarding this matter, please feel free to call.

Sincerely,


Edwin R. Peck Jr.
Consultant, ConocoPhillips Company

Cc: Mike Mankin – COPC
Peggy McWilliams – COPC
Arlene Benally – BIA, Navajo Region



United States Department of the Interior

Bureau of Indian Affairs
Navajo Region
P. O. Box 1060
Gallup, New Mexico 87305



MC 620 Branch of Environmental Quality Act Compliance and Review

AUG 26 2015

Mr. Akhtar Zaman
Director, Minerals Department
The Navajo Nation
P.O. Box 1910
Window Rock, Arizona 86515

June 8/25/15

Dear Mr. Zaman:

A representative of Conoco Phillips, Mr. Kooper Saiz, visited the Navajo Regional Office on July 21, 2014, and requested an amendment to the FONSI for EA-04-078, Right of Way and Easement Lease Renewal for the Bisti to Wingate Products Pipe Line. He requested amending the size of the natural gas pipe line from "6 inch" to "8 inch" in the first sentence of the FONSI. Mr. Saiz explained that the original environmental assessment erroneously stated "6-inch" rather than "8-inch." The pipe line is an installed, existing line. He also requested that the Navajo Regional Realty Office be made aware of the amendment so that any pertinent realty documents concerning this project can be amended accordingly. Attached is the first page of the FONSI where "6-inch" was changed to "8-inch". The rest of the FONSI, which is still in effect, remains as originally prepared. Also attached are copies of the memo from ConocoPhillips requesting the amendment; and the first page of the original FONSI showing "6-inch" (for your records).

If you have questions, you may contact Ms. Harrilene J. Yazzie, Regional NEPA Coordinator, at (505) 863-8287.

Sincerely,

/s/ Jess Brien

Acting Regional Director, Navajo

Enclosures

cc: N101
Chrono
Subject (c:\EA-04-078.msw
Arlene Benally, NRO Realty
Mr. Kooper Saiz, Conoco Phillips, 3401 East 30th Street, Farmington, New Mexico 87402
Mr. Ed Peck, P.O. Box 7275, The Woodlands, Texas 77387

N620:LAWTSOSIE/lawt/08/25/2015:lawt/08/25/2015:Home(HI):am

**FINDING OF NO SIGNIFICANT IMPACT
ENVIRONMENTAL ASSESSMENT DOCUMENT, EA-04-078
RIGHT-OF-WAY AND EASEMENT LEASE RENEWAL FOR THE BISTI TO
WINGATE PRODUCTS PIPELINE**

CONOCO PHILLIPS

Location: Bloomfield, Horn Canyon, Gallegos Trading Post, Carson Trading Post, Moncisco Wash, Alamo Mesa, Bisti Trading Post, The Pillar 3 NE, SE, & SW, Standing Rock, Red Lake, Toyee, Oak Spring, Hard Ground Flats, Church Rock, and Gallup East, NM, Quadrangles, USGS 7.5 Minute Series Maps

Bloomfield and Horn Canyon: Sections 14, 23, 27, 34 & 33, T29N, R11W

Sections 10, 15, 16, 21, 20, 29 & 30, T28N, R11W

Horn Canyon and Gallegos Trading Post: Sections 30 & 31, T28N, R11W

Section 6, T27N, R11W

Sections 1 & 12, T27N, R12W

Gallegos Trading Post: Sections 14, 23, 26, 27 & 34, T27N, R12W

Gallegos Trading Post, Carson Trading Post & Moncisco Wash: Section 34, T27N, R12W

Sections 3, 4, 9, 8, 16 & 17, T26N, R12W

Moncisco Wash: Sections 20, 19, 30 & 31, T26N, R12W

Section 36, T26N, R13W

Section 1, T25N, R13W

Moncisco Wash & Alamo Mesa: Sections 12, 11, 14, 23, 22 & 27, T25N, R13W

Alamo Mesa & Bisti Trading Post: Sections 27, 34 & 33, T25N, R13W

Sections 4, 9, 8, 17, 20, 19, 30 & 31, T24N, R13W

Bisti Trading Post & The Pillar 3 NE: Unplatted, T24N, R13W

The Pillar 3 NE, SE & SW: Unplatted

Standing Rock & Red Lake: Unplatted, T20 N, R15W

Standing Rock, Toyee & Oak Spring: Unplatted, T19N, R15W

Unplatted, T18N, R15W

Oak Spring, Hard Ground Flats & Church Rock: Section 36, T17N, R16W

Sections 2 & 3, 9, 10, 16, 17, 18 & 19, T16N, R16W

Church Rock & Gallup East: Sections 24, 26, 27, 33 & 34, T16N, R17W

Gallup East: Sections 4, 5 & 9, T15N, R17W, NMPM

From the Blanco Plant, San Juan County, to the Wingate Plant, McKinley County, New Mexico

The proposed action is approval, by the Bureau of Indian Affairs, for the renewal of a right-of-way (ROW) grant for the existing 8-inch, steel, subsurface natural gas pipeline that begins at the Blanco Plant approximately one mile north of Bloomfield, San Juan County, New Mexico, and extends generally southwest for approximately 58 miles to the Wingate Plant located immediately north of Interstate 40 approximately 3.25 miles east of Gallup, McKinley County, New Mexico. No construction activities are proposed. The existing pipeline is located in the center of a multiple pipeline corridor which crosses Fee, Bureau of Land Management (BLM), State of New Mexico, Navajo Tribal Trust and Indian Allotment land. Land Status, footages and Acreages are:

Fee	9,663.2 feet	11.091 acres
BLM	9,250.9 feet	10.618 acres



Kooper Saiz

RE: ConocoPhillips Wingate E.A. Correction

ATTENTION: Harrilene Yazbe

Harrilene

ConocoPhillips is requesting an amendment to the 2004 Environmental Assessment, Right-Of-Way and Easement for the Bisti to Wingate Products Pipeline. This Amendment is required because a clerical error was found in the original assessment; the original document stated that a six-inch (6") products line was installed, when in fact an eight-inch (8") products line was installed. ConocoPhillips requests that the Realty group approve the attached Amendment to the Finding of No Significant Impact (FONSI) Environmental Assessment Document, EA-04-078 Right-Of-Way and Easement Lease Renewal For The Bisti To Wingate Products Pipeline, reflecting the correction of the pipeline diameter. I have attached a copy of the original FONSI along with the letter.

Thank you

Kooper Saiz
ConocoPhillips
PTRRC
505-320-1275

**FINDING OF NO SIGNIFICANT IMPACT
ENVIRONMENTAL ASSESSMENT DOCUMENT, EA-04-078
RIGHT-OF-WAY AND EASEMENT LEASE RENEWAL FOR THE BISTI TO
WINGATE PRODUCTS PIPELINE**

CONOCO PHILLIPS

Location: Bloomfield, Horn Canyon, Gallinas Trading Post, Carson Trading Post, Mendocino Wash, Alamo Mesa, Bisti Trading Post, The Pillar 3 NE, SE, & SW, Standing Rock, Red Lake, Toyee, Oak Spring, Hard Ground Flats, Church Rock, and Gallup East, NM, Quadrangles, USGS 7.5 Minute Series Maps

Bloomfield and Horn Canyon: Sections 14, 23, 27, 34 & 35, T29N, R11W
Sections 18, 15, 16, 21, 28, 29 & 30, T28N, R11W

Horn Canyon and Gallinas Trading Post: Sections 30 & 31, T28N, R11W
Section 6, T27N, R11W
Sections 1 & 12, T27N, R12W

Gallinas Trading Post: Sections 14, 23, 26, 27 & 34, T27N, R12W

Gallinas Trading Post, Carson Trading Post & Mendocino Wash: Section 34, T27N, R12W
Sections 3, 4, 9, 8, 16 & 17, T26N, R12W

Mendocino Wash: Sections 28, 19, 30 & 31, T26N, R12W
Section 36, T26N, R13W
Section 1, T25N, R13W

Mendocino Wash & Alamo Mesa: Sections 12, 11, 14, 23, 22 & 27, T25N, R13W

Alamo Mesa & Bisti Trading Post: Sections 27, 34 & 35, T25N, R13W
Sections 4, 9, 8, 17, 28, 19, 30 & 31, T24N, R13W

Bisti Trading Post & The Pillar 3 NE: Unplatted, T24N, R13W
The Pillar 3 NE, SE & SW: Unplatted

Standing Rock & Red Lake: Unplatted, T28 N, R15W

Standing Rock, Toyee & Oak Spring: Unplatted, T19N, R15W
Unplatted, T18N, R15W

Oak Spring, Hard Ground Flats & Church Rock: Section 36, T17N, R16W
Sections 2 & 3, 9, 18, 16, 17, 18 & 19, T16N, R16W

Church Rock & Gallup East: Sections 24, 26, 27, 33 & 34, T16N, R17W
Gallup East: Sections 4, 5 & 9, T15N, R17W, NMPM

From the Blanco Plant, San Juan County, to the Wingate Plant, McKinley County, New Mexico

The proposed action is approval, by the Bureau of Indian Affairs, for the renewal of a right-of-way (ROW) grant for the existing 6-inch steel, subsurface natural gas pipeline that begins at the Blanco Plant approximately one mile north of Bloomfield, San Juan County, New Mexico, and extends generally southwest for approximately 58 miles to the Wingate Plant located immediately north of Interstate 40 approximately 3.25 miles east of Gallup, McKinley County, New Mexico. No construction activities are proposed. The existing pipeline is located in the center of a multiple pipeline corridor which crosses Fee, Bureau of Land Management (BLM), State of New Mexico, Navajo Tribal Trust and Indian Allotment land. Land Status, footages and Acreages are

Fee	9,003.2 feet	11.091 acres
BLM:	9,250.9 feet	11.618 acres



THE NAVAJO NATION

RUSSELL BEGAYE
JONATHAN NEZ



ENVIRONMENTAL PROTECTION AGENCY

OFFICE OF EXECUTIVE DIRECTOR/ADMINISTRATION

OFFICE OF ENVIRONMENTAL REVIEW

PO BOX 339 WINDOW ROCK ARIZONA 86515 Office: 928/871-7188 Fax: 928/871-7996

Website: www.navajonationepa.org

April 7, 2016

Kooper Saiz
ConocoPhillips
RES/PTRRC San Juan Business Unit
Property Tax, Real Estate, ROW & Claims
3401 East 30th Street
Farmington NM 87402

REPLY: Wingate Phase I Assessment Returned of Lease Property

Mr. Saiz,

The Navajo Nation Environmental Protection Agency (NNEPA) reviewed¹ and accepts the Preliminary Environmental Assessment Profile document. NNEPA recommends *approval* for the proposed Returned of Lease Property from ConocoPhillips to Navajo Nation. The Wingate Fractionator site lease #14-20-603-1603 entails 111.646 acres, more or less. ConocoPhillips is working on the Wingate Evaporation Ponds Closure Plan.

If there are any questions, you may contact Rita Whitehorse-Larsen at 928/871-7188. Thank you.

Sincerely,

Rita Whitehorse-Larsen, Senior Environmental Specialist
Navajo Nation Environmental Protection Agency
Office of the Executive Director/Administration
Office of Environmental Review

Cc: Navajo Minerals Department

¹ ConocoPhillips. Preliminary Environmental Assessment Profile (PEAP) Partial Assignment of Facility Site Lease #14-20-603-1603 Wingate Fractionation Plant. July 2003.

EXHIBIT A-1

Assignment & Assumption of Right-of-Way Agreement

BIA Grant of Easement dated October 14, 2009, excluding only the area
associated with the "Discharge Ponds"

Project: Bisti to Wingate Pipeline;
Wingate Fractionators and
Waterlines

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

ASSIGNMENT AND ASSUMPTION OF RIGHT-OF-WAY

WHEREAS, the United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, Regional Director, Navajo Region, P.O. Box 1060, Gallup, New Mexico 87305, has heretofore approved a Grant of Easement for Right-of-Way, on October 14, 2009 (the "**Grant**"), to ConocoPhillips Company with offices 3401 East 30th Street, Farmington, New Mexico 87402 ("Assignor") for the operation and maintenance of an 8-inch (8") pipeline for the transportation of petroleum products (the "**Pipeline**"), water lines and related facilities and appurtenances crossing Navajo Tribal Trust lands located in the Counties of San Juan and McKinley, in the State of New Mexico (the Grant and all of its attachments are incorporated herein by this reference as Exhibit 1); said easement and right-of-way being 50 feet wide and containing 445.70 acres (Bisti Pipelines to Wingate) and 69.03 acres (Wingate Facilities and Waterlines), more or less; and is more particularly described in Exhibits A, B and C of the Grant attached as Exhibit 1 (DLTRO TAAMS No. N427000080);

WHEREAS, Assignor desires to assign to Western Refining Southwest, Inc. 1250 W. Washington Street, Suite 101, Tempe, Arizona 85281 ("Assignee") all of the Grant less that portion more particularly described and depicted on Exhibit 2 (the "**Discharge Ponds**"), containing 37.475 acres, more or less, which portion of the Grant Assignor shall retain; and

WHEREAS, Assignee desires to convert the Pipeline from a pipeline for the transportation of petroleum product(s) to a pipeline for the transportation of crude oil;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor, owner of the Grant, hereby bargains, sells, transfers, assigns, and conveys the Grant less the Ponds, which portion of the Grant shall be retained by Assignor (and subject to the modification of the Grant to provide that the Pipeline may be used to transport crude oil), to HAVE AND TO HOLD the same unto Assignee from and after the full execution of this assignment, for the unexpired portion of the term of the Grant, together with all the right, title, and interest therein.

Assignee, for the consideration described above, hereby assumes and agrees to be bound by and to fulfill all the obligations, terms, conditions, and stipulations of the Grant less the Ponds, which portion of the Grant shall be retained by Assignor (and subject to the

modification of the Grant to provide that the Pipeline may be used to transport crude oil), to the same extent as if Assignee were the Grantee originally named therein.

[Remainder of page intentionally left blank; Signature and acknowledgment pages follow.]

IN WITNESS WHEREOF, Assignor and Assignee have each hereunto set its hand and seal, this 11 day of March, 2016.

ASSIGNOR:

ConocoPhillips Company

3401 East 30th Street
Farmington, New Mexico 87402

By: J. E. Carlton
Name: J. E. Carlton
Title: Attorney in Fact

ASSIGNEE:

Western Refining Southwest, Inc.

1250 W. Washington Street
Suite 101
Tempe, Arizona 85281

By: Gary Dalke
Name: Gary Dalke
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED:

United States of America

By: _____
Name: _____
Title: _____
United States Department of the Interior
Bureau of Indian Affairs

Acknowledgement
(Assignor)

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On the 11 day of March, 2016, personally appeared before me J. E. Carlton, known to me and who acknowledged him/herself to be the Attorney in Fact of ConocoPhillips Company, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of ConocoPhillips Company.



Carrie L. Dawudi
Notary Public
My Commission Expires: 6/9/19

Acknowledgement
(Assignee)

STATE OF Arizona)
) ss:
COUNTY OF Maricopa)

On the 14th day of March, 2016, personally appeared before me Gary Dalke, known to me and who acknowledged him/herself to be the CFO of Western Refining Southwest, Inc., the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Western Refining Southwest, Inc.



M. Owen
Notary Public
My Commission Expires: May 10, 2019

Acknowledgement
(BIA)

STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2016, personally appeared before me _____, known to me and who acknowledged him/herself to be the _____ of the United States Department of the Interior, Bureau of Indian Affairs, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of the United States Department of the Interior, Bureau of Indian Affairs.

Notary Public
My Commission Expires: _____

EXHIBIT 1
(the “Grant”)

[Please see attached.]

NAVAJO TRIBAL TRUST LAND XXXX
SAN JUAN AND MCKINLEY COUNTIES
Bisti to Wingate Pipeline
Wingate Fractionators and Waterlines

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, Regional Director, Navajo Region, Bureau of Indian Affairs, Department of the Interior, P. O. Box 1060, Gallup, New Mexico, hereinafter referred to as GRANTOR, under authority contained in 209 DM 8 dated November 17, 1981, 230 DM 1 and 3 IAM 4 dated July 19, 2000 and pursuant to the provision of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328); and Part 169, Title 25, Code of Federal Regulations, which by reference are made a part hereof, in consideration of \$ *(See footnote) receipt of which is hereby acknowledged, does hereby grant to: CONOCOPHILLIPS COMPANY, 3401 EAST 30TH STREET, FARMINGTON, NM 87402, its successors and assigns, hereinafter referred to as GRANTEE, an easement for right-of-way for the following purposes, specifically: Transportation of petroleum products and the operation, repair and maintenance of existing 50' wide product pipelines, water lines and related facilities and appurtenances, over the lands embraced within a right-of-way situated on the following described lands in San Juan County and McKinley County, New Mexico. Said right-of-way is limited to and more particularly described as shown on Exhibit A (Right-of-Way Map Written Description), Exhibit B (Right-of-Way Surveyed Maps) and Exhibit C (Detailed right-of-way Schedule)attached hereto, and made a part hereof.

<u>Descriptions</u>	<u>Lengths in Feet</u>	<u>Rod(s)</u>	<u>Acre(s)</u>
A. Bisti Pipelines to Wingate	398,772.50	24,168.03	445.70
B. Wingate Facilities & Waterlines	<u>27,838.80</u>	<u>1,687.20</u>	<u>69.03</u>

** Consideration for the right-of-way is in accordance with terms and conditions set forth in the Consent Agreement between the Navajo Nation and ConocoPhillips Company

To have and to hold the said easement and right-of-way unto the GRANTEE and unto its successors and assigns subject to the following provisions:

1. GRANTEE agrees to indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
2. GRANTEE agrees to restore the land to its original condition, as far as is reasonably possible, upon termination or revocation of this easement for any reason. Failing to comply with this stipulation, GRANTEE agrees to bear all expenses and costs incurred by the owner and/or the United States in accomplishing said restoration.
3. GRANTEE agrees to pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way.
4. GRANTEE agrees to that during the terms of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.
5. GRANTEE agrees to construct and maintain the right-of-way in a workmanlike manner.
6. GRANTEE agrees to clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.
7. GRANTEE agrees to take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way.
8. GRANTEE agrees to do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
9. GRANTEE agrees to build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
10. GRANTEE agrees to that upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to the Secretary's approval.
11. GRANTEE agrees at all times to keep the Secretary informed of its address, and in the case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
12. GRANTEE agrees not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.

This easement is subject to any prior valid existing right or adverse claim and is for a term of 20 years, beginning October 16, 2005 and ending October 17, 2025 so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way may be terminated in whole or in part by the GRANTOR for any of the following causes upon 30 days written notices, and failure of the GRANTEE within said notice period to correct the basis for termination (25 CFR 169.20):

1. Failure to comply with any term or condition of the Grant, or the applicable regulations.
2. A non-use of the right-of-way for any consecutive two-year period (for the purpose for which it was granted).
3. An abandonment of the right-of-way, as determined by the BIA.

The condition for this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the GRANTEE. The applicant shall not assign, convey or transfer, in any manner whatsoever, the easement or any interest therein, or in or to any of the improvements on the land subject to the easement, without the prior written consent of the landowner and the Secretary of the Interior if applicable.

IN WITNESS WHEREOF, GRANTOR has executed this grant of easement this 14th day of October, 2009.

UNITED STATES OF AMERICA

BY [Signature]
Regional Director
Navajo Region
U.S. Department of the Interior
Bureau of Indian Affairs

ACKNOWLEDGEMENT

STATE OF: NEW MEXICO

ss

COUNTY OF: MCKINLEY

Subscribed and sworn to before me this 14th day of OCTOBER, 2009

[Signature]
Notary Public



OFFICIAL SEAL Commission expires 3/16/2013
KATHY R. TOUCHINE
NOTARY PUBLIC - State of New Mexico
My Commission Expires 3/16/2013

CONOCOPHILLIPS COMPANY
BISTI PIPELINE EXHIBIT "C"

County	Township	Range	Section	Rods	Acreage	Facilities	Tract Number
McKinley	20 North	15 West	1	342.848	6.49		T-10025
McKinley	20 North	15 West	12	237.715	4.50		T-10025
McKinley	20 North	14 West	7	90.164	1.71		T-10024
McKinley	20 North	14 West	18	319.394	6.05		T-10024
McKinley	20 North	14 West	19	279.258	5.29		T-10024
McKinley	20 North	15 West	24	40.836	0.77		T-10025
McKinley	20 North	15 West	25	322.23	6.10		T-10025
McKinley	20 North	15 West	36	341.236	6.46		T-10025
McKinley	19 North	15 West	1	358.158	6.78		T-10028
McKinley	19 North	15 West	12	14.545	0.28		T-10028
McKinley	19 North	15 West	11	380.909	7.21		T-10028
McKinley	19 North	15 West	14	242.424	4.59		T-10028
McKinley	19 North	15 West	15	110.000	2.08		T-10028
McKinley	19 North	15 West	22	325.455	6.16		T-10028
McKinley	19 North	15 West	27	327.879	6.21		T-10028
McKinley	19 North	15 West	34	331.818	6.28		T-10028
McKinley	18 North	15 West	3	342.121	6.48		T-10031
McKinley	18 North	15 West	10	242.727	4.60		T-10031
McKinley	18 North	15 West	15	408.182	7.73		T-10031
McKinley	18 North	15 West	22	353.333	6.69		T-10031
McKinley	18 North	15 West	27	343.03	6.50		T-10031
McKinley	18 North	15 West	34	212.121	4.02		T-10031
McKinley	18 North	15 West	33	123.612	2.34		T-10031
McKinley	17 North	15 West	4	364.267	6.90		
McKinley	17 North	15 West	9	287.879	5.45		
McKinley	17 North	15 West	8	87.576	1.66		
McKinley	17 North	15 West	17	344.212	6.52		
McKinley	17 North	15 West	16	35.758	0.68		
McKinley	17 North	15 West	20	306.418	5.80		
McKinley	17 North	15 West	19	177.83	3.37		
McKinley	17 North	15 West	30	326.103	6.18		
McKinley	17 North	16 West	25	101.570	1.92		T-10048
McKinley	17 North	16 West	36	194.079	3.68		T-10048
McKinley	16 North	16 West	3	147.848	2.80		T-5048
McKinley	16 North	16 West	9	234.539	4.44		T-5048
McKinley	16 North	16 West	17	352.873	6.68		T-5048
McKinley	16 North	16 West	18	174.036	3.30		T-5048
McKinley	16 North	16 West	19	109.921	2.08		T-5048
McKinley	15 North	17 West	5	211.842	4.01		T-5048
McKinley	15 North	17 West	9	84.673	1.60		T-5048

9,631.419

182.39

CONOCOPHILLIPS COMPANY
BISTI PIPELINE EXHIBIT "C"

Wingate Fractionator and Waterlines:

McKinley	15 North	17 West	9		34.475	Discharge Pond	T-5048
McKinley	15 North	17 West	9		2.61	Flare Site	T-5048
McKinley	15 North	17 West	14	334.2	6.33	Waterline	T-5048
McKinley	15 North	17 West	15	330.70	6.26	Waterline	T-5048
McKinley	15 North	17 West	13	320.00	6.06	Waterline	T-6011
McKinley	15 North	16 West	18	242.60	4.59	Waterline	T-6011
McKinley	15 North	16 West	19	94.20	1.78	Waterline	T-6011
McKinley	15 North	16 West	20	365.50	6.92	Waterline	T-6011

1,687.200

69.025

EXHIBIT 2
(the “Discharge Ponds”)

[Please see attached.]

SKETCH SHOWING LOCATION OF DISCHARGE PONDS & FLARE SITE
LOCATED IN THE S/2 OF S/2 SECTION 9, T15N, R17W, NMPM, MC KINLEY COUNTY, NEW MEXICO

**DISCHARGE PONDS
37.475 ACRES
LOONE OR LEAS**

BASIS OF BEARINGS.
REAL-TIME KINEMATIC GPS SURVEY SOLUTION OBTAINED FROM SATELLITES TRACKED ON SEPTEMBER 3, 1999 FROM A REFERENCE STATION POSITIONED IN THE NW4 NW4 OF SECTION 16, T15N R17W.

FLARE SITE
2.010 ACRES
OWNED BY L&L

GRAPHIC SCALE 1"=500'



A horizontal scale bar with alternating black and white segments. It is labeled with '0' at the left end, '500' in the middle, and '1000' at the right end.

Total Acreage: 40.085
Total Rods: 2116.48

LEGEND

 STEEL CORNER FENCE POST SET IN CONCRETE
 FENCE-LINE
 TOP OF POND BERM

I, Neola C. Edwards, a registered Professional Surveyor under the laws of the State of New Mexico, hereby certify that this plat was prepared from field notes of an actual survey, meeting the minimum requirements of the standards for land surveys and is true and correct to the best of my knowledge and belief.

9-23-99
Date

Conoco, Inc., Pipeline Fractionator
440 El Paso St
Gallup, N.M. 07510

Land Surveyor
Nole C. Edwards
Mailing Address:
Post Office Box 6412
Farmington, NM 87401

Business Address:
111 East Reno Street
Farmington, NM 87401
(505) 325-2034 (Office)
(505) 325-3058 (Hk)

EXHIBIT A-2
Assignment & Assumption of Right-of-Way Agreement

BIA Grant of Easement dated May 22, 2012

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

ASSIGNMENT AND ASSUMPTION OF RIGHT-OF-WAY

WHEREAS, the United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, Regional Director, Navajo Region, P.O. Box 1060, Gallup, New Mexico 87301, has heretofore approved a Grant of Easement for Right-of-Way, on May 22, 2012 (the "**Grant**"), to ConocoPhillips Company with offices 3401 East 30th Street, Farmington, New Mexico 87402 ("**Assignor**") for the operation and maintenance and/or replacement of two water wells providing water to the Western Wingate Plant and related facilities and appurtenances crossing Navajo Tribal Trust lands located in the County of McKinley, in the State of New Mexico (the Grant and all of its attachments are incorporated herein by this reference as Exhibit 1); said right-of-way containing 1.996 acres, more or less; and is more particularly described in the Grant attached as Exhibit 1 (DLTRO TAAMS No. N427000080);

WHEREAS, Assignor desires to assign to Western Refining Southwest, Inc. 1250 W. Washington Street, Suite 101, Tempe, Arizona 85281 ("**Assignee**") all of the Grant; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor, owner of the Grant, hereby bargains, sells, transfers, assigns, and conveys the Grant, to HAVE AND TO HOLD the same unto Assignee from and after the full execution of this assignment, for the unexpired portion of the term of the Grant, together with all the right, title, and interest therein.

Assignee, for the consideration described above, hereby assumes and agrees to be bound by and to fulfill all the obligations, terms, conditions, and stipulations of the Grant to the same extent as if Assignee were the Grantee originally named therein.

[Remainder of page intentionally left blank; Signature and acknowledgment pages follow.]

IN WITNESS WHEREOF, Assignor and Assignee have each hereunto set its hand and seal, this 11 day of March, 2016.

ASSIGNOR:

ConocoPhillips Company

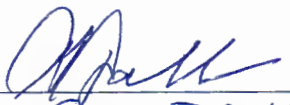
3401 East 30th Street
Farmington, New Mexico 87402

By: 
Name: J. E. Carlton
Title: Attorney in Fact

ASSIGNEE:

Western Refining Southwest, Inc.

1250 W. Washington Street
Suite 101
Tempe, Arizona 85281

By: 
Name: GARY DALKE
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED:

United States of America

By: _____
Name: _____
Title: _____
United States Department of the Interior
Bureau of Indian Affairs

Acknowledgement
(Assignor)

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On the 11 day of March, 2016, personally appeared before me J. E. Carlton, known to me and who acknowledged him/herself to be the Attorney in Fact of ConocoPhillips Company, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of ConocoPhillips Company.



Carrie L. Dawudi

Notary Public

My Commission Expires: 6/9/19

Acknowledgement
(Assignee)

STATE OF Arizona)
) ss:
COUNTY OF Maricopa)

On the 14th day of March, 2016, personally appeared before me Gary Dalke, known to me and who acknowledged him/herself to be the CFO of Western Refining Southwest, Inc., the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Western Refining Southwest, Inc.



M Owen

Notary Public

My Commission Expires: May 10, 2019

Acknowledgement
(BIA)

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2016, personally appeared before me _____, known to me and who acknowledged him/herself to be the _____ of the United States Department of the Interior, Bureau of Indian Affairs, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of the United States Department of the Interior, Bureau of Indian Affairs.

Notary Public

My Commission Expires: _____

EXHIBIT 1
(the "Grant")

[Please see attached.]

NAVAJO TRIBAL TRUST LAND XXXX
RIGHT-OF-WAY: Water Wells Surface Site
ConocoPhillips-Wingate Plant
ConocoPhillips Company

GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENT:

That the United States of American acting by and through the Bureau of Indian Affairs, Department of the Interior, Regional Director, Navajo Region, P.O. Box 1060, Gallup, New Mexico 87301, hereinafter referred to as "GRANTOR," under authority contained in 209 DM8 dated November 17, 1981, 230 DM1 and 3 IAM 4 dated July 19, 2000, and pursuant to the provision of the Act of February 5, 1948 (62 Stat. 17, U.S.C. §§ 323-328), and Part 169, Title 25, Code of Federal Regulations, which be reference are made a part hereof, in consideration of \$ * receipt of which is hereby acknowledged, does hereby grant to CONOCOPHILLIPS COMPANY, 3401 EAST 30TH STREET, FARMINGTON, NEW MEXICO 87401, its successors and assigns, hereinafter referred to as "Grantee," an easement for right-of-way for the following purpose(s), namely: to continue with operation and maintenance and/or replacement of two water wells; providing water to the ConocoPhillips Wingate Processing Plant, over, across, in and upon the following described lands in the County of McKinley, States of New Mexico:

TRACT ID NO.	PARCEL	LENGTH IN FEET	ACRES
T- 6011	Wingate Water Well Site #6	4,3452 Sq. Ft.	0.998
T- 6011	Wingate Water Well Site #7	4,3483 Sq. Ft.	0.998
		TOTAL:	1.996

The easement is shown on the Survey Plats: ConocoPhillips Company, Wingate Water Well Site #6 & #7.

Said easement is subject to the terms and conditions in the Resources Committee Resolution Number RDCD-57-11, Navajo Nation Council, dated December 20, 2011. This easement replaces and supersedes original easement approved on January 27, 2012a and Amendment No. One, approved on February 10, 2012.

To have and to hold the said easement and right-of-way unto the GRANTEE and unto its successors and assigns subject to the following provisions:

1. GRANTEE agrees to indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
2. GRANTEE agrees to restore the land to its original condition, as far as is reasonably possible, upon termination or revocation of this easement for any reason. Failing to comply with this stipulation,
3. GRANTEE agrees to bear all expenses and costs incurred by the owner and/or the United States in accomplishing said restoration.
4. GRANTEE agrees to pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way.
5. GRANTEE agrees to that during the terms of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.
6. GRANTEE agrees to construct and maintain the right-of-way in a workmanlike manner.
7. GRANTEE agrees to clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.
8. GRANTEE agrees to take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way.
9. GRANTEE agrees to do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
10. GRANTEE agrees to build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
11. GRANTEE agrees to that upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
12. GRANTEE agrees at all times to keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
13. GRANTEE agrees not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.

This easement is subject to any valid existing right or adverse claim and is for a term of twenty (20) Years, beginning October 16, 2005 and ending October 17, 2025, so long as said easement shall be actually used

for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon (30) days written notices and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 169.20):

- A. Failure to comply with any term and condition of the grant or the applicable regulations.
- B. A nonuse of the right-of-way for consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way, as determined by the BIA.

The conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the Grantee. The applicant shall not assign, convey or transfer, in any manner whatsoever, the easement or any interest therein, or in or to any of the improvements on the land subject to the easement without the prior written consent of the landowner and the Secretary of the Interior if applicable.

IN WITNESS WHERETO, Grantor has executed this grant of easement this 22nd day of May, 2012.

UNITED STATES OF AMERICA

By: [Signature]
Acting Regional Director, Navajo

ACKNOWLEDGEMENT

STATE OF: NEW MEXICO

ISS

COUNTY OF: MCKINLEY

Subscribed and sworn to before me this 22nd day of May, 2012.

[Signature]
Signature of Notary Public



OFFICIAL SEAL
KATHY R. TOUCHINE
NOTARY PUBLIC - State of New Mexico
My Commission Expires 3/16/2013

My commission expires 3/16/2013

EXHIBIT A-3
Assignment & Assumption of Right-of-Way Agreement

BIA Grant of Easement (E-NM97-19) dated July 17, 1997

Project: Chaco Pump Station
(E-NM-97-19)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

ASSIGNMENT AND ASSUMPTION OF RIGHT-OF-WAY

WHEREAS, the United States of America for and on behalf of Indian Owners, acting by and through the Area Director, Bureau of Indian Affairs, Department of the Interior, P.O. Box 1060, Gallup, New Mexico 87305, has heretofore approved a Grant of Easement for Right-of-Way, on July 17, 1997 (the "**Grant**"), to ConocoPhillips Company (successor in interest to Conoco Inc.) with offices 3401 East 30th Street, Farmington, New Mexico 87402 ("Assignor") for the construction, operation and maintenance of the Chaco Pump Station and related facilities and appurtenances crossing Navajo Tribal Trust lands located in the County of San Juan, in the State of New Mexico (the Grant and all of its attachments are incorporated herein by this reference as Exhibit 1); said right-of-way containing 1.09 acres, more or less; and is more particularly described in the Grant attached as Exhibit 1 (DLTRO TAAMS No. N427000639);

WHEREAS, Assignor desires to assign to Western Refining Southwest, Inc. 1250 W. Washington Street, Suite 101, Tempe, Arizona 85281 ("Assignee") all of the Grant; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor, owner of the Grant, hereby bargains, sells, transfers, assigns, and conveys the Grant, to HAVE AND TO HOLD the same unto Assignee from and after the full execution of this assignment, for the unexpired portion of the term of the Grant, together with all the right, title, and interest therein.

Assignee, for the consideration described above, hereby assumes and agrees to be bound by and to fulfill all the obligations, terms, conditions, and stipulations of the Grant to the same extent as if Assignee were the Grantee originally named therein.

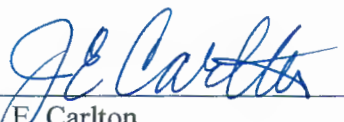
[Remainder of page intentionally left blank; Signature and acknowledgment pages follow.]

IN WITNESS WHEREOF, Assignor and Assignee have each hereunto set its hand and seal, this 11 day of March, 2016.

ASSIGNOR:

ConocoPhillips Company

3401 East 30th Street
Farmington, New Mexico 87402

By: 
Name: J. E. Carlton
Title: Attorney in Fact

ASSIGNEE:

Western Refining Southwest, Inc.

1250 W. Washington Street
Suite 101
Tempe, Arizona 85281

By: 
Name: GARY DALKE
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED:

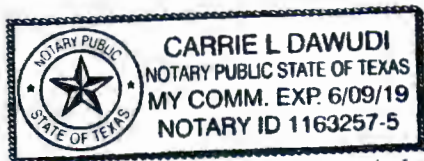
United States of America

By: _____
Name: _____
Title: _____
United States Department of the Interior
Bureau of Indian Affairs

Acknowledgement
(Assignor)

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On the 11 day of March, 2016, personally appeared before me J. E. Carlton, known to me and who acknowledged him/herself to be the Attorney in Fact of ConocoPhillips Company, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of ConocoPhillips Company.



Carrie L. Dawudi
Notary Public
My Commission Expires: 6/9/19

Acknowledgement
(Assignee)

STATE OF Arizona)
) ss:
COUNTY OF Maricopa)

On the 14th day of March, 2016, personally appeared before me Gary Dalkie, known to me and who acknowledged him/herself to be the CEO of Western Refining Southwest, Inc., the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Western Refining Southwest, Inc.



M. Owen
Notary Public
My Commission Expires: May 10, 2019

Acknowledgement
(BIA)

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2016, personally appeared before me _____, known to me and who acknowledged him/herself to be the _____ of the United States Department of the Interior, Bureau of Indian Affairs, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of the United States Department of the Interior, Bureau of Indian Affairs.

Notary Public
My Commission Expires: _____

EXHIBIT 1
(the "Grant")

[Please see attached.]

TRIBAL _____
INDIVIDUALLY OWNED _____
GOVERNMENT OWNED _____
RIGHT-OF-WAY _____
Reference No. E-WM-97-19

GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America for and on behalf of the Indian Owners of the lands described in Exhibit "A" hereof, acting by and through the Area Director, Bureau of Indian Affairs, Department of the Interior, Gallup, New Mexico, hereinafter referred to as "Grantor", under authority contained in the "Secretarial Redellegation Order 209 DM 8, Secretary's Order Nos. 3150 and 3177, and 10 BIAH Bulletin 13, as amended," and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. § 323-328), and Part 169, Title 25, Code of Federal Regulations, in consideration of \$10.00 and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to THE CONOCO INC., a Delaware Corporation, P.O. Box 1267, Ponca City, Oklahoma 74602, hereinafter referred to as "Grantee", an easement for right-of-way for the following purpose(s) namely: For construction, operation, repairs and maintenance, of the Chaco Pump Station, over, across, in and upon the following described lands located in the County of San Juan, State of New Mexico.

The said easement as shown on the Map Consisting of one (1) sheet, marked Exhibit "B", attached hereto, is limited to and more particularly described as a right-of-way across Navajo Tribal Trust lands, located in the NE-1/4 of Section 17, Township 26 North, Range 12 West, NMPM, San Juan County, New Mexico, consisting of 1.02 acres (200 feet by 200 feet by 213.95 feet by 276 feet), more or less.

Said easement is more particularly described in the right-of-way description marked Exhibit "A" attached hereto which by this reference is made a part hereof.

Said easement is subject to compliance with:

- 1) "Navajo Area Land Clearing, Excavation and Reclamation Stipulations for Rights-of-Way Over Indian Lands".
- 2) Resource Committee Resolution Number RCAP-74-97, Navajo Nation Council, dated April 15, 1997, including the Terms and Conditions. However, any condition stated herein which is inconsistent or in conflict with 25 CFR Part 169 and other applicable federal law shall have no force and effect to the extent of the inconsistency or the conflict.
- 3) Navajo Historic Preservation stipulations, as follows:
A qualified Archaeologist shall be present and monitor all activities during any new construction.

* Consideration for the right-of-way is in accordance with terms and conditions set forth in the Right-of-Way Agreement.

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 and arrange for an on-site inspection, to determine the significance and disposition of the archaeological remains. 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.

All maintenance of the road shall be restricted to the original construction. Grantees shall obtain archaeological clearance(s) for any new construction activity within the right-of-way corridor.

- 4) The prior written approval on any assignment(s) of the right-of-way by the Navajo Nation and the Secretary of the Interior.

This easement is subject to any existing right or adverse claim and is for a term of years ending April 14, 2017, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 169.20):

A. Failure to comply with any term or condition of the grant of applicable regulations.

B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.

C. An abandonment of the right-of-way.

D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 169.16.

E. Failure to comply with the terms and conditions in the Resource Committee Resolution Number RCM-74-97, Navajo Nation Council, dated April 15, 1997. However, any condition stated herein which is inconsistent or in conflict with 25 CFR Part 169 and other applicable federal law shall have no force and effect to the extent of the inconsistency or the conflict.

The conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the Grantee.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement this 17th day of July, 1997.

UNITED STATES OF AMERICA

By *Genai Antone*
Acting Area Director
(Title)

U.S. Department of the Interior
Bureau of Indian Affairs
Navajo Area Office
P.O. Box 1060
Gallup, New Mexico 87305-1060

NAVAJO AREA LAND CLEARING, EXCAVATION AND RECLAMATION
STIPULATIONS FOR RIGHTS-OF-WAY OVER INDIAN LAND

1. Written Notification of Major Activity Status
Grantee will furnish written notification to the Agency Superintendent as follows:
 - a. A minimum of five (5) working days prior to commencement of construction, seeding and major soil-disturbing maintenance on the right-of-way.
 - b. A maximum of ten (10) working days following completion of construction, seeding and major maintenance.
2. Confinement of Activities to Right-of-Way
All vehicular traffic will be confined to existing roadway and/or within the right-of-way as granted, except as provided in Section 4 below or as specified by the Superintendent.
3. Line and Road Locations
Where possible, the utility will be constructed adjacent to the area cleared for an access road and/or other right-of-way.
Other routes will be used, if necessary, to minimize visual impact as authorized by the Superintendent.
4. Roads Only Where Necessary
In areas where the right-of-way does not have permanent access, roads will not be constructed within the right-of-way when terrain will allow vehicles to maneuver without such roads.
5. Clearing and Grading
Clearing, grading and other soil and vegetation disturbance will be limited to the minimum required for construction.
Clearing of brush or shrub type vegetation beneath aerial lines will be limited to severing the tops of that vegetation. Established vegetation will be removed only where necessary for the construction of roads, buildings, poles, towers or other surface structures. In no event will herbicides be used without the written permission of the Superintendent.
6. Tree and Brush Disposal Requirements
Unless otherwise specified by the Superintendent, the following tree and brush disposal requirements shall be in effect:
 - a. All cleared woody material four (4) inches diameter or less inside the bark at the small end will be considered as brush or slash and disposed of by piling and burning at a safe distance from surrounding vegetation or by chipping in portable chippers unless other disposal methods are specified.
 - b. All straight cleared woody material between four (4) and seven (7) inches diameter inside the bark at the small end will be trimmed of smaller branches, cut into straight seven (7) foot pieces and piled on or adjacent to the right-of-way for utilization by the Navajo people.
 - c. All straight cleared woody material seven (7) inches or more in diameter inside the bark at the small end will be trimmed of all limbs and branches, sawed into 16 foot 6 inches straight saw log lengths and piled into log decks at locations accessible by logging trucks and loaders.
 - d. All other woody material will be disposed of in accordance with Section 6a above. Grantee shall obtain a burning permit from the Navajo Area Branch of Forestry before burning any debris, trees or brush in forested areas.
7. Trenches and Excavations
Trenches and other excavations shall be left open for the minimum period of time compatible with construction requirements. Materials removed during construction must be backfilled or disposed of in such a manner as to prevent concentration of water runoff which would cause accelerated erosion and prevent rows or piles of rubble or large rock that would hinder movement of livestock or big game animals or detract from scenic attributes.
8. Depth and Coloration of Underground Utilities
Underground utilities will be covered to a depth of three (3) feet or as specified by engineering standards and requirements, whichever is greatest. Where such depths are not feasible, the utility shall be placed on or elevated above the surface as specified by engineering standards and requirements. When placed on or above the surface, the utility will be painted to blend with the natural surroundings using the indicated cover type:

<u>Forests and Woodlands:</u>	Green Fed. Std. No. 595 34127
<u>Sagebrush:</u>	Gray Fed. Std. No. 595 36357 C.I.E. Measurement x. 3264 y. 3411 Y.3659
<u>Badlands:</u>	Brown Fed. Std. No. 595 30318 C.I.E. Measurement x. 3557 y. 3960 Y.3368

- When such painted surfaces occur near roads and/or may be a safety hazard, a reflective or bright color shall be used.
9. Source of Cushioning Material
 Pad dirt or cushioning material will be taken only from borrow pits authorized by the Area Director if not available within the utility right-of-way.
 10. Road, Fence and Livestock Barriers
 When the utility is to be placed under or over a BIA or State road right-of-way, the method of crossing shall be approved by the Superintendent or appropriate State Highway Department in advance of construction.
 Existing fences crossed by the right-of-way will be braced and tied off before cutting so as to prevent slacking of the wire. The opening will be closed temporarily as necessary during construction to prevent the escape of livestock and upon completion of construction the fence will be repaired to its original condition. If construction destroys a natural barrier used for livestock control, the gap shall be fenced to the satisfaction of the Superintendent and land user.
 11. Maintenance and Reclamation of Roadways
 Roads constructed and used for utility construction, maintenance and operation will be maintained twice each year with grading and cleaning of drainage structures. All roads constructed exclusively for construction purposes will be closed to vehicular traffic and rehabilitated after construction is completed as directed by the Superintendent unless otherwise specified by that official.
 12. Water Bars
 Grantee will place water bars on disturbed areas as required by the Superintendent. The following is a general guide for water bar spacing:

% Slope	Spacing Interval
Less than 2%	200 ft.
2% to 5%	150 ft.
5% to 9%	100 ft.
10% to 15%	50 ft.
More than 15%	30 ft.
 13. Revegetation
 Within one (1) year from the completion of construction the Grantee shall seed disturbed areas designated by the Superintendent with plant species specified by that official. In addition, the Superintendent may require the following revegetation operations at Grantee's expense:
 - a. Exclude domestic livestock from reseeded areas with fencing.
 - b. Apply fertilizers as needed for vegetation establishment.
 - c. Reseed and refertilize as needed for vegetation establishment.
 14. Maintenance of Improvements
 All existing improvement affected by construction and maintenance of right-of-way facilities shall be maintained in servicable condition at all times.
 15. General Right-of-Way Maintenance
 Grantee shall maintain right-of-way to the satisfaction of the Superintendent for the duration of the right-of-way. Such maintenance shall include, but not be limited to soil stabilization, removal of litter and maintenance of a clear and healthy environment.
 16. Restoration Upon Right-of-Way Relinquishment
 Upon relinquishment of this right-of-way, the Superintendent may require the removal of all aerial, surface and subsurface facilities from the right-of-way and reclamation operations including, but not limited to contouring cross-ripping and revegetation.
 17. Raptor Protection
 Aerial powerlines shall include all applicable design features described in the publication "Suggested Practices for Raptor Protection on Powerlines" available from:
 Raptor Research Foundation, Inc.
 Department of Zoology - 167 WISD
 Brigham Young University
 Provo, Utah 84601
 The use of design features not included in this publication must be acceptable to the Superintendent.
 The Superintendent reserves the right to require modification of or additions to all powerline structures placed on the right-of-way if the Navajo Tribal Fish and Wildlife Service determines such modifications or additions are necessary to insure the safety of raptor or birds of prey. Grantee shall assume full financial responsibility for the cost of such modifications or additions.

RIGHT OF WAY EASEMENT DESCRIPTION
for
Conoco Inc.
On Navajo Nation Reservation Lands

Section 17, Township 26 North, Range 12 West, N.M.P.M.
San Juan County, New Mexico

CHACO PUMP STATION

That parcel of land as situated in the Northeast Quarter (NE/4) of Section 17, T26N-R12W, N.M.P.M., San Juan County, New Mexico. Being more particularly described by the following:

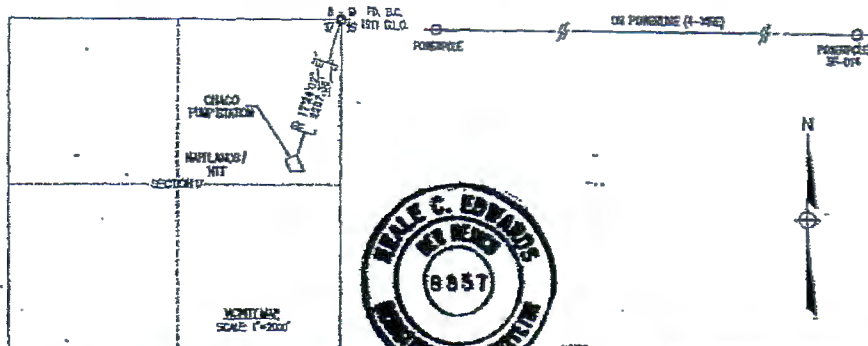
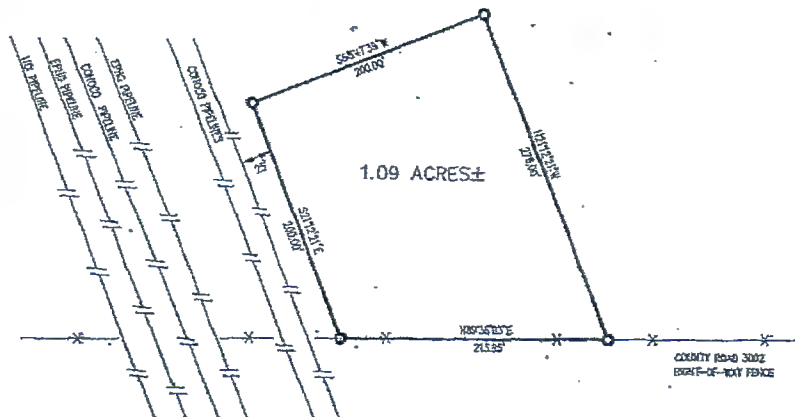
COMMENCING at the Northeast corner of said Section 17,
Thence S 17-24-02 W a distance of 2287.38 feet To the true "Point of Beginning" for this description.

THENCE:	S21-12-21E	A Distance of	276.00 FEET
THENCE:	S89-36-03W	A Distance of	213.95 FEET
THENCE:	N21-12-24W	A Distance of	200.00 FEET
THENCE:	N68-47-39E	A Distance of	200.00 FEET

To the "Point of Ending" for this description. The said tract containing 1.09 acres.

Exhibit "A"

CHACO PUMP STATION.
SE 1/4 NE 1/4, SECTION 17, T-26-N, R-12-W, N.M.P.M.
SAN JUAN COUNTY, NEW MEXICO



I, HEALE C. EDWARDS, A REGISTERED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS PLAN WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY, MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

- NOTES:
1. BASIS OF BEARING: SOLAR OBSERVATIONS ON A REFERENCE LINE FROM A CONTROL POINT IN THE SE 1/4 OF SEC 17, T26N, R12W.
 2. $\odot$ = SET 5/8\"

HEALE C. EDWARDS H.M.L.S. #8857
DATE 8-20-96



CLIENT CONOCO FARMINGTON, NEW MEXICO		DESCRIPTION SITE BOUNDARY	
DATE SURVEYED: 8/9/96	REVISION DATE:	DRAWN BY: J. BISLAND	DATE DRAWN: 8/12/96
SURVEYED BY: N.E. SURVEYS, INC. P.O. BOX 6612 FARMINGTON, NEW MEXICO (505) 325-2654		PREPARED BY: TRIGON ENGINEERING INC DENVER COLORADO FARMINGTON NEW MEXICO	

EXHIBIT "B"

EXHIBIT A-4

Assignment & Assumption of Right-of-Way Agreement

Agreement to Extend the Term of Rights-of-Way dated July 18, 2005

ASSIGNMENT AND ASSUMPTION OF RIGHT-OF-WAY

WHEREAS, the Navajo Nation, P.O. Box 9000, Window Rock, Arizona 86515, has heretofore approved an Agreement to Extend the Term of Rights-of-Way dated July 18, 2005 (the "**Grant**"), to ConocoPhillips Company with offices 3401 East 30th Street, Farmington, New Mexico 87402 ("**Assignor**") for construction, operation, maintenance, repair and/or replacement of an 8" natural gas pipeline (the "**Pipeline**"), and related facilities and appurtenances crossing Navajo Nation trust lands located in the Counties of San Juan and McKinley, in the State of New Mexico, the Grant (and all Exhibits thereto) is more particularly described in Exhibit 1 hereto;

WHEREAS, Assignor desires to assign to Western Refining Southwest, Inc. 1250 W. Washington Street, Suite 101, Tempe, Arizona 85281 ("**Assignee**") all of the Grant less that portion more particularly described on Exhibit 2 (the "**Discharge Ponds**"), containing 37.474 acres, more or less, which portion of the Grant Assignor shall retain; and

WHEREAS, Assignee desires to convert the Pipeline from a pipeline for the transportation of natural gas to a pipeline for the transportation of crude oil;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor, owner of the Grant, hereby bargains, sells, transfers, assigns, and conveys the Grant (subject to the modification of the Grant to provide that the Pipeline may be used to transport crude oil), to HAVE AND TO HOLD the same unto Assignee from and after the full execution of this assignment, for the unexpired portion of the term of the Grant, together with all the right, title, and interest therein.

Assignee, for the consideration described above, hereby assumes and agrees to be bound by and to fulfill all the obligations, terms, conditions, and stipulations of the Grant (subject to the modification of the Grant to provide that the Pipeline may be used to transport crude oil), to the same extent as if Assignee were the Grantee originally named therein.

[Remainder of page intentionally left blank; Signature and acknowledgment pages follow.]

IN WITNESS WHEREOF, Assignor and Assignee have each hereunto set its hand and seal, this 11 day of March, 2016.

ASSIGNOR:

ConocoPhillips Company

3401 East 30th Street
Farmington, New Mexico 87402

By: J E Carlton
Name: J. E. Carlton
Title: Attorney in Fact

ASSIGNEE:

Western Refining Southwest, Inc.

1250 W. Washington Street
Suite 101
Tempe, Arizona 85281

By: Gary DaIke
Name: Gary DaIke
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED:

The Navajo Nation

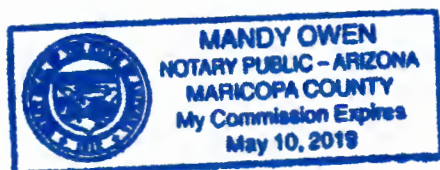
By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

 **CARRIE L DAWUDI**
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 6/09/19
NOTARY ID 1163257-5

Acknowledgement (Assignee)

On the 14th day of March, 2016, personally appeared before me Gary Dalke, known to me and who acknowledged him/herself to be the CEO of Western Refining Southwest, Inc., the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Western Refining Southwest, Inc.



Notary Public
My Commission Expires: May 10, 2019

EXHIBIT 1
(the "Grant")

[Please see attached.]



Western Refining 2014 Annual Report

EXHIBIT C
Evidence of Officers to Execute Form

CERTIFICATE OF ASSISTANT SECRETARY
WESTERN REFINING SOUTHWEST, INC.
an Arizona corporation

March 14, 2016

I, Bianca A. Stoll, do hereby certify on March 14, 2016, that I am the duly elected, qualified and acting Assistant Secretary of Western Refining Southwest, Inc., an Arizona corporation (the "**Corporation**"), and that:

1. The resolutions attached hereto as **Appendix A** were adopted by the Board of Directors of the Corporation and said resolutions have not been rescinded or modified as of the date of this Certificate.
2. Gary R. Dalke is a duly appointed or elected, qualified and acting officer of the Corporation, holding the office set forth opposite his name, and the signature set forth opposite his name below is his genuine signature:

Name

Title

Signature

Gary R. Dalke

Chief Financial Officer



IN WITNESS WHEREOF, I have hereunto subscribed by name as of the date first above written.

By: 

Name: Bianca A. Stoll

Title: Associate General Counsel, Corporate &
Securities and Assistant Secretary

APPENDIX A

RESOLVED, that the following officers and employees of the Company and its subsidiaries are authorized to approve, make, execute, deliver, amend, extend, modify and terminate, in the name and on behalf of the Company or its subsidiaries, any and all contracts of any kind or character, purchase orders, licensing agreements, bonds, instruments and other agreements and to perform any and all acts in the name and on behalf of the Company and its subsidiaries as are deemed by such individuals, in their sole judgment, to be necessary or appropriate, in connection with any of the activities as set forth below:

1. Interests in Real or Personal Property. Any officer or employee identified on Exhibit A is, subject to the limitations set forth on Exhibit A or such other limitations as may be duly approved by the Company in accordance with its policies and procedures, authorized to purchase, accept, lease, sell, transfer, grant, assign and encumber real or personal property and, without limiting the generality of the foregoing, take all actions and execute and deliver all documents, notices, designations, appointments, substitutions, and instructions regarding such real or personal property; *provided, however*, that any purchase or lease by the Company of real or personal property subject to the Company's Capital Expenditure Policy and Procedures or other applicable policies shall be made only in accordance with such policies;
2. General Power to Contract. Any officer or employee identified on Exhibit A is, subject to the limitations set forth on Exhibit A or such other limitations as may be duly approved by the Company in accordance with its policies and procedures, hereby authorized to approve any contracts of any kind or character, purchase orders, licensing agreements, bonds, instruments and other agreements, except Commercial Transactions (collectively, "Contracts") and each of the Authorized Officers (defined below), in his or her sole discretion, may delegate to any other officer of the Company or its subsidiaries the authorities granted to such Authorized Officer in this paragraph 2 and Exhibit A, but only to the extent such Authorized Officer determines in good faith that such delegation is reasonably necessary or advisable and in the best interests of the Company or its subsidiaries and is made in writing; *provided, however*, that any such Contracts are subject to the Company's Capital Expenditure Policy and Procedures or other applicable policies and shall be made only in accordance with such policies;

[.....]

RESOLVED, that the Authorized Officers of the company be, and each acting alone and in his or her sole discretion, hereby is, authorized, empowered and directed, to take or cause to be taken all such further actions, to execute and deliver or cause to be executed and delivered all such further Contracts, instruments, agreements, notices, forms, filings, certifications and documents and any waivers, supplements, amendments, deletions, revisions and modifications thereto (collectively, "Documents"), and to file or cause to be filed any Document with any federal, state, local or other regulatory authority, in the name and on behalf of the Company or its subsidiaries, and to incur all such fees and expenses, all as in each such Authorized Officer's sole judgment is deemed necessary or appropriate in order to carry into effect the intent and accomplish the purposes of the foregoing resolutions with the execution and delivery of the Documents by such Authorized Officer or Authorized Officers being conclusive evidence that the same did meet such standards as set forth above; and further...

March 14, 2016

VIA OVERNIGHT MAIL

Ms. Sharon Pinto
Region Director, Navajo Region Office
Bureau of Indian Affairs
301 West Hill St.
Gallup, New Mexico 87305

IVFD

6

RTMEI

Re: Assignment and Change of Product for Service for ConocoPhillips Bisti-Wingate Pipeline Rights of Way and Related Facilities

Dear Ms. Pinto:

As you know, Western Refining Southwest, Inc. ("WNR") submitted an application to you by letter dated February 23, 2015 (the "Application"), requesting approval of the assignment of the following rights-of-way and agreements from ConocoPhillips Company ("COP") to WNR:

1. BIA Grant of Easement dated October 14, 2009, excluding only the area associated with the "Discharge Ponds";
2. BIA Grant of Easement dated May 22, 2012;
3. BIA Grant of Easement (E-NM97-19) dated July 17, 1997; and
4. Agreement to Extend the Term of Rights-of-Way dated July 18, 2005

(collectively, the "Rights-of-Way"). In the Application, WNR also requested approval of the right to transport crude oil in the pipelines and related facilities located within such Rights-of-Way.

It is our understanding that the Tribe has recently received all documentation necessary to formalize the assignment and conversion of service to crude oil. Accordingly, I am enclosing herewith as Exhibits A-1, A-2, A-3 and A-4, executed Assignment and Assumption of Right-of-Way agreements between COP and WNR for the Rights-of-Way (collectively, the "Assignment Agreements").

In addition to the Assignment Agreements, enclosed herewith please find the following additional supporting documentation:

1. Corporate qualifications of the assignee, WNR (Attached as Exhibit B);
and

2. Evidence of Officers to Execute Form (Corporate applicants only)
(Attached as Exhibit C).

We appreciate your attention to this matter. If you have any questions, or require any additional information, please contact Mr. Ed Peck, Consultant for WNR at (281) 367-4452.

Sincerely,

WESTERN REFINING

By:



Gary R. Dalke
Chief Financial Officer

Enclosures

cc: ✓ Akhtar Zaman – Director, Minerals Department, Navajo Nation
Edwin R. Peck Jr. – Consultant for WNR
Conoco Phillips Company