

LEGISLATIVE SUMMARY SHEET
Tracking No. 0292-15

DATE: August 18, 2015

TITLE OF RESOLUTION: AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING AN AGREEMENT BETWEEN THE NAVAJO NATION AND MID-AMERICA PIPELINE, LLC FOR THE EXTENSION OF EXISTING RIGHTS-OF-WAY FOR NATURAL GAS LIQUID PIPELINES AND RELATED FACILITIES, INCLUDING CATHODIC PROTECTION UNITS AND ACCESS ROADS, AND TO ACQUIRE ADDITIONAL RIGHTS-OF-WAY TO CONSTRUCT, OPERATE AND MAINTAIN NATURAL GAS LIQUID PIPELINES

PURPOSE: Approving an Agreement between the Navajo Nation and Mid-America Pipeline, LLC for the Extension of existing Rights-of-Way for Natural Gas Liquid Pipelines. The Mid-America Pipeline, LLC, will give up particular rights-of-way held in perpetuity.

This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate to review each proposed resolution in detail.

5-DAY BILL HOLD PERIOD: Lashanya Burbank
Website Posting Time/Date: 9:55pm 8/19/15
Posting End Date: 8/24/15
Eligible for Action: 8/25/15

PROPOSED STANDING COMMITTEE RESOLUTION
23rd NAVAJO NATION COUNCIL -- First Year, 2015

INTRODUCED BY

ACTION JOE STEPHENSON

(Prime Sponsor)

TRACKING NO. 0292-15

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING AN
AGREEMENT BETWEEN THE NAVAJO NATION AND MID-AMERICA
PIPELINE, LLC FOR THE EXTENSION OF EXISTING RIGHTS-OF-WAY FOR
NATURAL GAS LIQUID PIPELINES AND RELATED FACILITIES, INCLUDING
CATHODIC PROTECTION UNITS AND ACCESS ROADS, AND TO ACQUIRE
ADDITIONAL RIGHTS-OF-WAY TO CONSTRUCT, OPERATE AND MAINTAIN
NATURAL GAS LIQUID PIPELINES

Section One. Findings

- A. Pursuant to 2 NNC §501 (B)(2)(a), the Resources and Development Committee of the Navajo Nation Council is authorized to approve rights-of-way on the Navajo Nation; and
- B. The Navajo Nation and Mid-America Pipeline Company of 1100 Louisiana Street, Suite 1000, Houston, Texas 77002 have right-of-way agreements to operate and maintain 10 inch, 12 inch, and 16 inch natural gas liquid pipelines and facilities, including cathodic protection units and access roads on Nation's Trust and Fee Lands. These rights-of-way expire on September 14, 2015. Mid-America Pipeline Company also has perpetual right-of-way for 8 inch, 10 inch, and 12 inch natural gas liquid pipeline issued by the Bureau of Land Management (BLM) on BLM

lands in 1972 and 1981; respectively, BLM has transferred those lands to the Nation; and

C. The descriptions of the existing right-of-way on the Nation for the 10 inch, 12 inch, and 16 inch line and the natural gas liquid pipeline right-of-way on lands transferred to the Nation from the BLM is shown in Exhibit “A”; and

D. Mid-America Pipeline Company has applied for the renewal of existing rights-of-way in Exhibits “A” and for additional rights-of-way to construct, operate and maintain approximately 6.7 miles of 15 inch natural gas liquid loop pipelines shown in Exhibit “B”; and

E. The Navajo Nation and Mid-America Pipeline Company intend to enter into an Agreement (Exhibit “1”) for the extension of right-of-way shown in Exhibit “A” and the additional 16 inch natural gas liquid loop pipeline right-of-way shown on Exhibit “B”; and

F. The existing right-of-way agreement between the Navajo Nation and Mid-America Pipeline Company is attached as Exhibit “C”; and

G. The existing right-of-way will have no surface disturbance. Mid-America Pipeline Company has deposited a check in the amount \$43,445.80 (Exhibit “D”) with the Navajo Land Department for the consent of the affected land users for the additional right-of-way; and

H. All environmental and archeological clearances have already been obtained, Exhibit “F”; and

I. Land use consent for Mid-America Pipeline Project are attached as Exhibit “E”; and

J. The existing and additional rights-of-way also cross three sections of Navajo Fee Land in Sections 2, 23, and 26, T27N, R11W, San Juan County, New Mexico. The rights-of-way on these lands are in perpetuity and Mid-America Pipeline Company has agreed to give up its perpetual rights-of-way on these fee lands.

Section Two. Approval

A. Resources and Development Committee of the Navajo Nation Council hereby approves the Agreement (Exhibit “1”) for the renewal of existing natural gas liquid

1 right-of-way attached to this resolution as Exhibits "A" and the additional natural
2 gas liquid loop pipeline right-of-way shown in Exhibit "B" and Mid-America
3 Pipeline Company will give up its perpetual right-of-way on sections of Navajo Fee
4 Land in Sections 2, 23, and 26, T27N, R11W, San Juan County, New Mexico and
5 cover these rights-of-way under Exhibit "1"; and

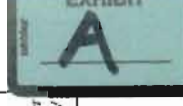
6 B. The Resources and Development Committee of the Navajo Nation Council provides
7 consent on behalf of the Navajo Nation to the granting of the right-of-way located
8 on Navajo Nation Trust Lands; and

9 C. The Resources and Development Committee of the Navajo Nation Council grants to
10 Mid-America Pipeline Company the portion of the right-of-way located on Navajo
11 Nation Fee Lands; and.

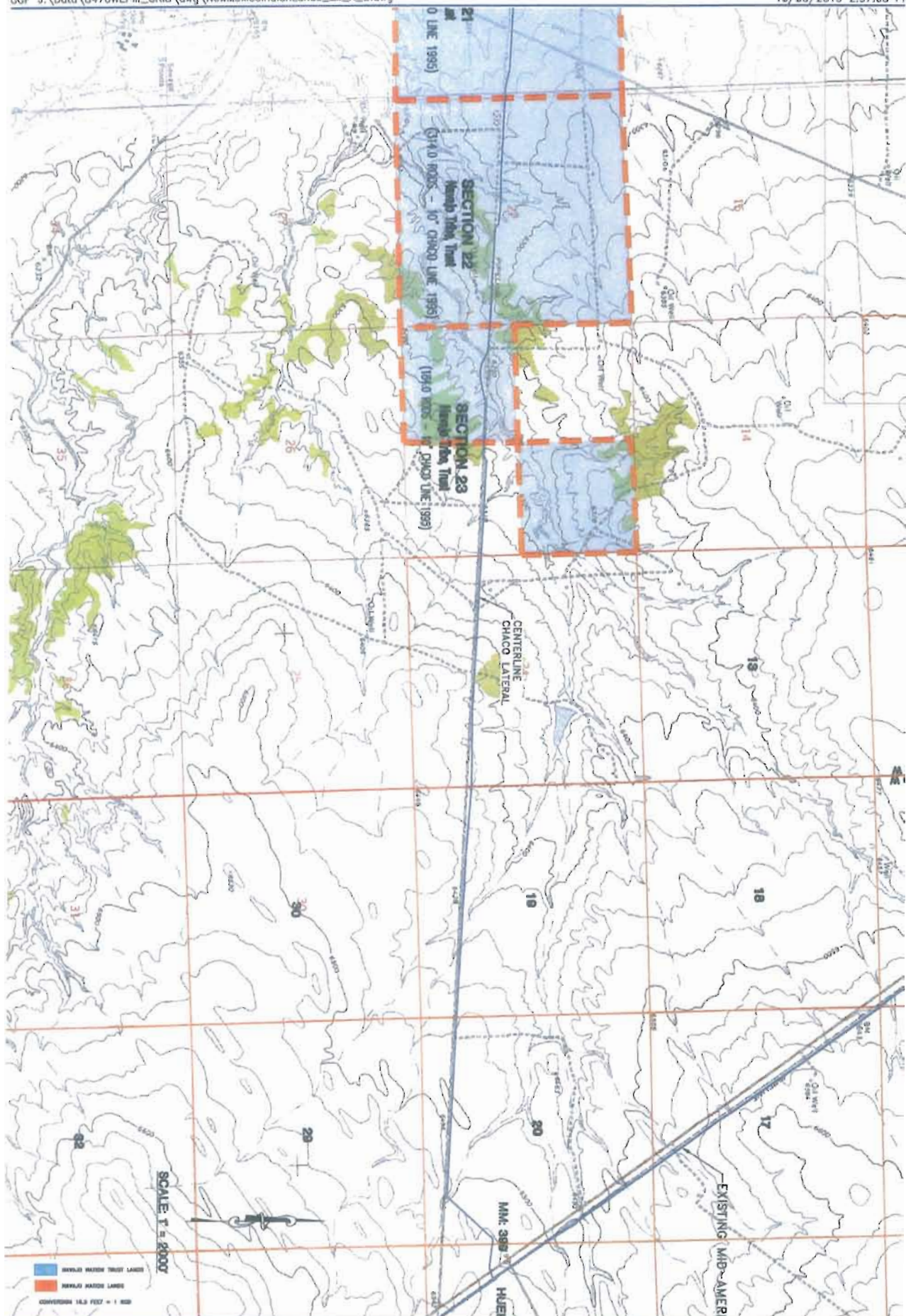
12 D. The terms of the right-of-way shall be for twenty (20) years to be effective the date
13 of the Agreement (Exhibit 1) is signed by the President of the Navajo Nation; and

14 E. The Resources and Development Committee of the Navajo Nation Council
15 authorizes the President of the Navajo Nation to execute the Agreement (Exhibit
16 "1") and all other documents that may be necessary to fulfill the intent of this
17 resolution.

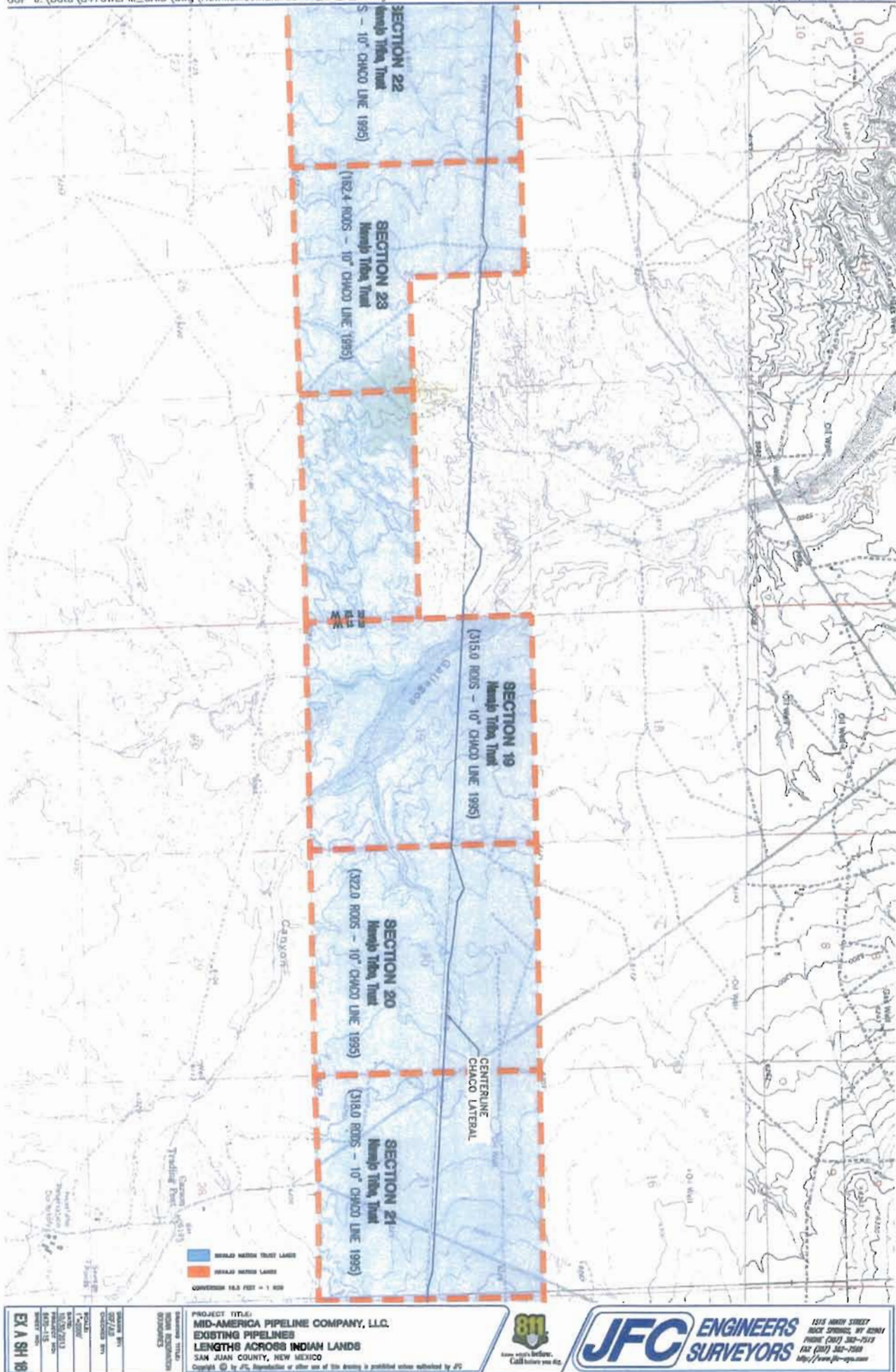
Tract Number	8" line (1972) Rods	10" line (1981) Rods	12" line (1981) Rods	12" line (1995) Rods	16" line (2005) Rods	County	Owner Name	Section	Twp	Rng	Brief Legal Summary
	Rods are from As-Built Drawings										
	BLM transferred jurisdiction to Navajo 2/14/1991 and 3/16/1995										
480-NM-SA-40A	293.09		293.09	293.09		Sandoval	USA in Trust for the Navajo Tribe of Indians	21, 28	18N	3W	The W/2 SW/4, the SE/4 SW/4 of Section 21 and the E/2 NW/4 of Section 28, T18N, R3W
480-NM-SA-43B	285.58		285.58	285.58		Sandoval	USA in Trust for the Navajo Tribe of Indians	7, 8	18N	3W	The N/2 NE/4, SE/4 NE/4 and NE/4 SE/4 of Section 7; the NW/4 SW/4, NE/4 SW/4 SW/4 and the E/2 SE/4 SW/4 SW/4 of Section 8, all in T18N, R3W
480-NM-SA-43C	43.88		43.88	43.88		Sandoval	USA in Trust for the Navajo Tribe of Indians	26	19N	4W	The Southwest Quarter of the Northwest Quarter (SW/4 NW/4) of Section 26, T19N, R4W
480-NM-SA-46A	166.61		166.61	166.61		Sandoval	USA in Trust for the Navajo Tribe of Indians	6	19N	4W	Lot 2 and the S/2 NE/4 of Section 6, T19N, R4W
480-NM-McK-12A	154.00		154.00	154.06		McKinley	USA in Trust for the Navajo Tribe of Indians	4	20N	5W	The N/2 SW/4 and the SE/4 SW/4 of Section 4, T20N, R5W
NM-SA-53BN	197.33	197.33		197.33	199.73	Sandoval	USA in Trust for the Navajo Tribe of Indians	24	21N	6W	The N/2 NW/4, the SE/4 NW/4 and the NE/4 SW/4 of Section 24, T21N, R6W
NM-SA-57NA	227.09	227.09		227.09	205.69	Sandoval	USA in Trust for the Navajo Tribe of Indians	32	22N	6W	The East Half (E/2) of Section 32, T22N, R6W
NM-SA-58NA				3.00		Sandoval	USA in Trust for the Navajo Tribe of Indians	24	22N	7W	The NE/4 of the NE/4 of the SE/4 of Section 24, T22N, R6W
NM-SA-61NA	123.39	123.39		123.39	131.32	Sandoval	USA in Trust for the Navajo Tribe of Indians	13	22N	7W	The East Half of the Southwest Quarter (E/2 SW/4) of Section 13, T22N, R7W
NM-SA-67NA	161.00	161.00		161.82	161.99	Sandoval	USA in Trust for the Navajo Tribe of Indians	35	23N	7W	The East Half of the Northeast Quarter (E/2 NE/4) of Section 35, T23N, R7W



Tract Number	8" line (1972) Rods	10" line (1981) Rods	12" line (1981) Rods	12" line (1995) Rods	16" line (2005) Rods	County	Owner Name	Section	Twp	Rng	Brief Legal Summary
NM-RA-02B				47.54		Rio Arriba	The Navajo Tribe of Indians (fee)	14	23N	7W	A part of the Northwest Quarter of the Northeast Quarter of Section 14, T23N, R7W North of U.S. Highway 550
NM-RA-13	413.21	413.21		413.21		Rio Arriba	USA in Trust for the Navajo Tribe of Indians	6	23N	7W	Lot 4 and 5, the Southeast Quarter of the Northwest Quarter (SE/4 NW/4), the North Half of the Southeast Quarter (N/2 SE/4) and the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section 6, T23N, R7W
NM-SJ-04	183.27	183.27		183.27		San Juan	USA in Trust for the Navajo Tribe of Indians	35	24N	8W	The South Half of the Southeast Quarter (S/2 SE/4) of Section 35, T24N, R8W, NMMPM
NM-SJ-06A	161.03	161.03		161.03		San Juan	USA in Trust for the Navajo Tribe of Indians	5	23N	8W	Lois 1 and 2 of Section 5, T23N, R8W, NMMPM
Chaco Lateral NM-SJ-03				1453.00		San Juan	USA in Trust for the Navajo Tribe of Indians	23, 22, 21, 20, 19	26N	11W	The SW4 of Sec. 23, all of Sec. 22, all of Sec. 21, the N2 of Sec. 20 and the N2 of Sec. 19, all in T26N, R11W
Chaco Lateral NM-SJ-07				666.40		San Juan	USA in Trust for the Navajo Tribe of Indians	23, 22, 21	26N	12W	The N2NW4 of Sec. 23, the N2 of Sec. 22, the N2NE4 and the NENENW of Sec. 21, T26N, R12W
Total rods:	2,409.48	1,466.32	943.16	2,460.90	2119.40						
					698.73						



EXASH 7 SHEET NO. 10/30/2013 8:00-11:00 10/30/2013	PROJECT TITLE: MID-AMERICA PIPELINE COMPANY, L.L.C. EXISTING PIPELINES LENGTHS ACROSS INDIAN LANDS SAN JUAN COUNTY, NEW MEXICO Copyright © by JFC. Reproduction or other use of this drawing is prohibited without authorized by JFC.	 811 Have your location. Call before you dig.	 JFC ENGINEERS SURVEYORS 1512 NORTH STREET ROCK SPRINGS, WY 82801 PHONE (307) 342-2576 FAX (307) 342-2588 http://www.jfc-sps.com	
	DESIGNER: CHECKED BY: DATE:	DRAWN BY: DATE:	PROJECT NO.: SHEET NO.:	SCALE: 1" = 8000' CONVERSION: 16.5 FEET = 1"
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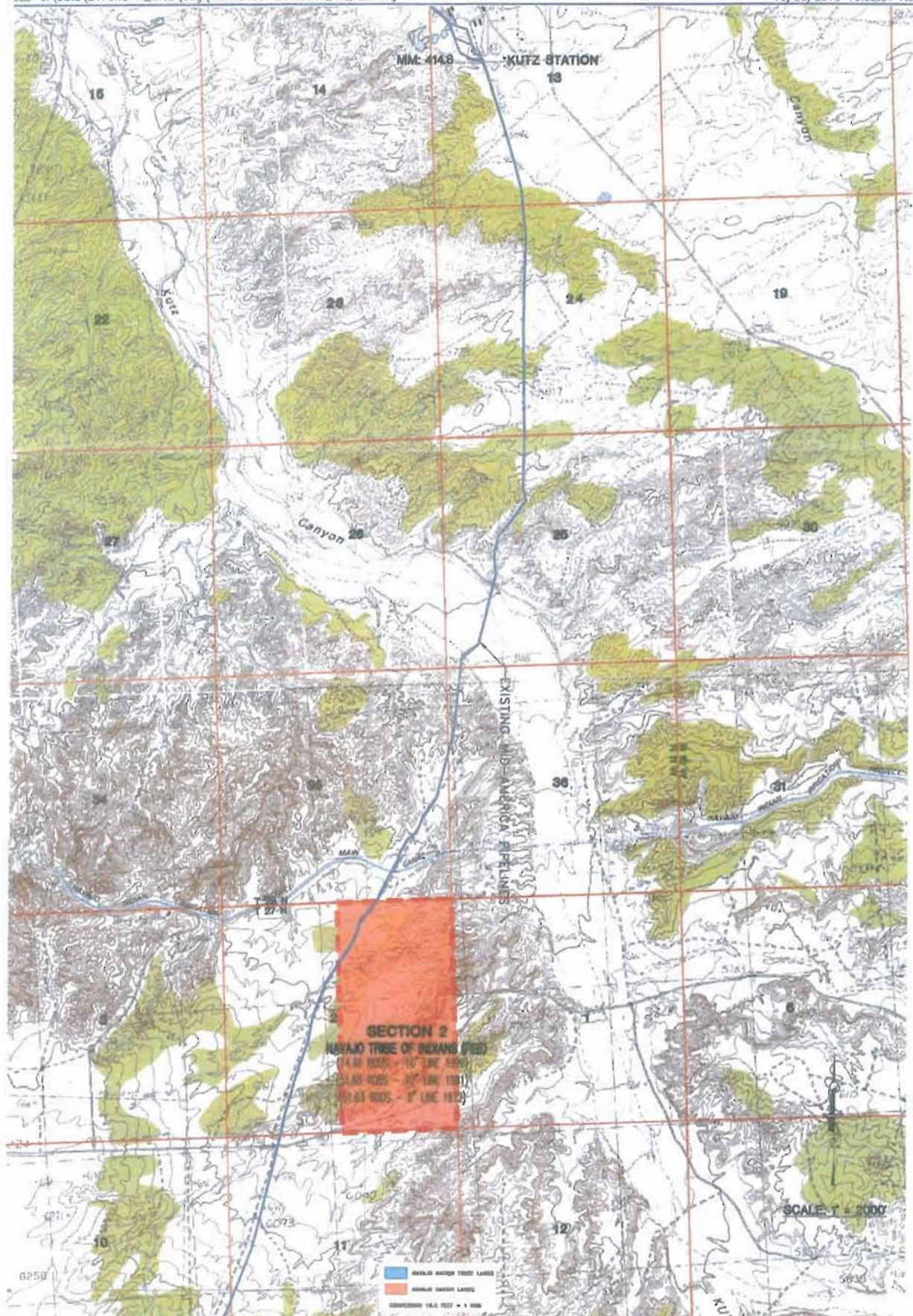


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EK A SH 19



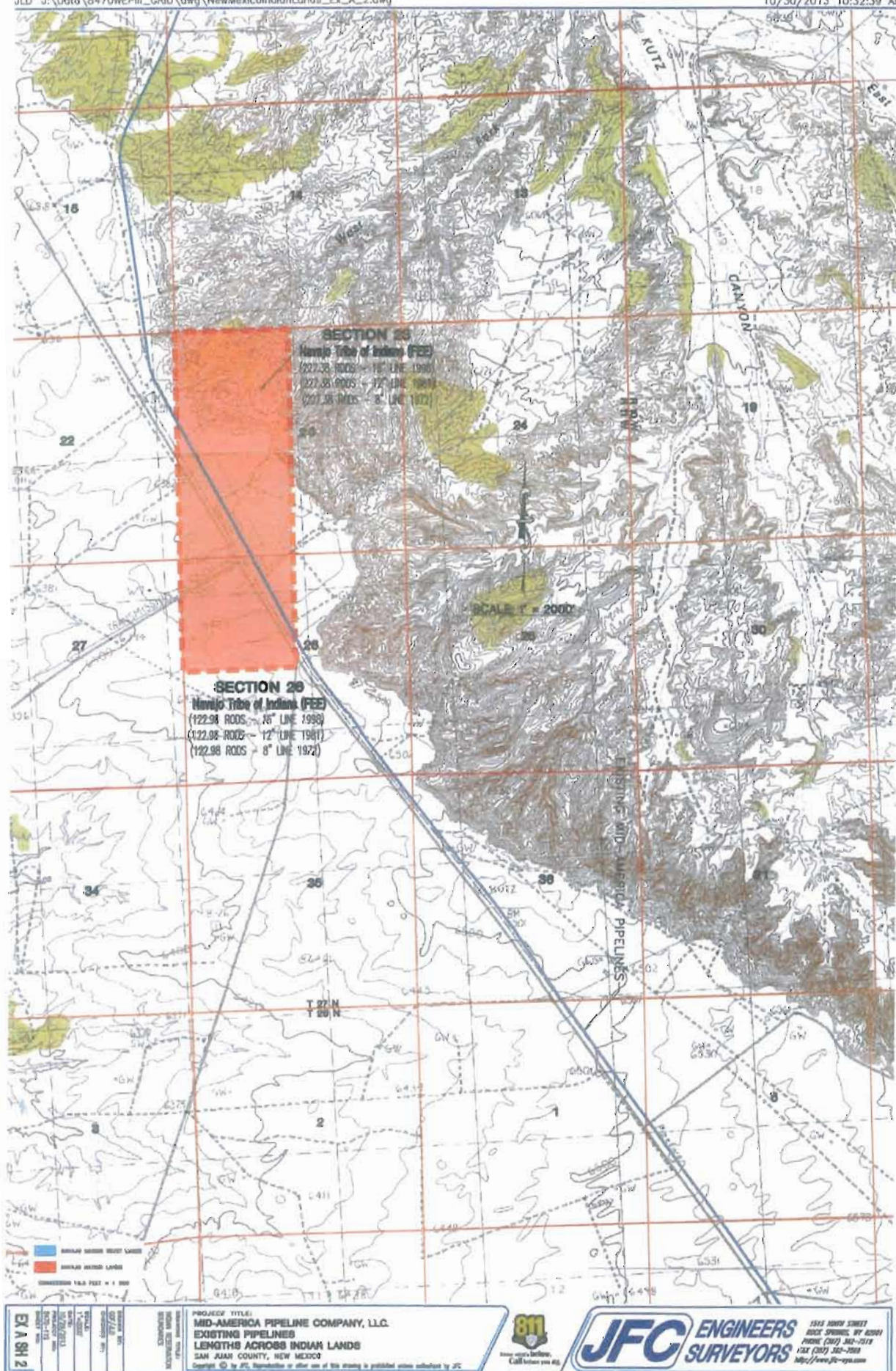
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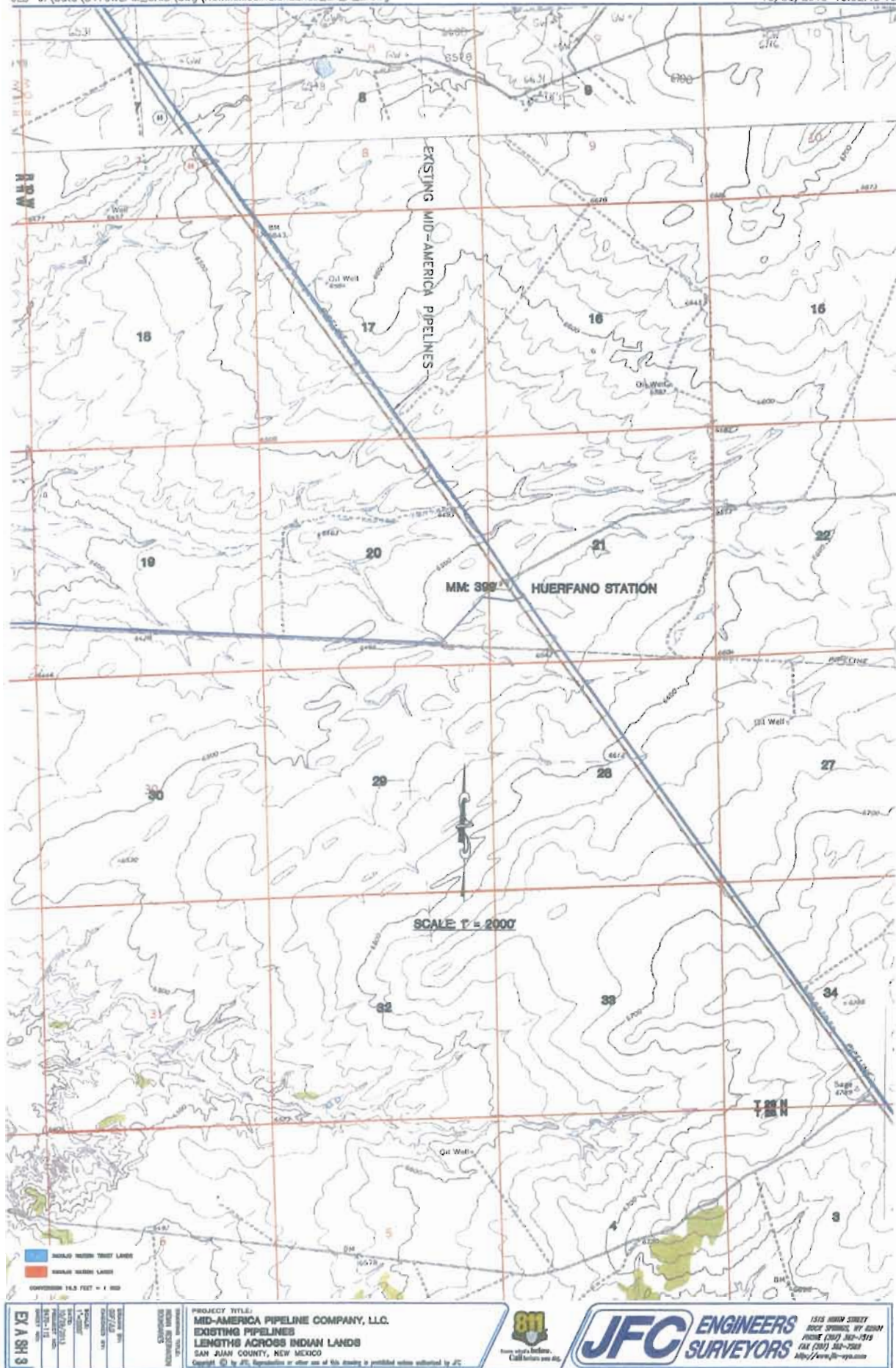
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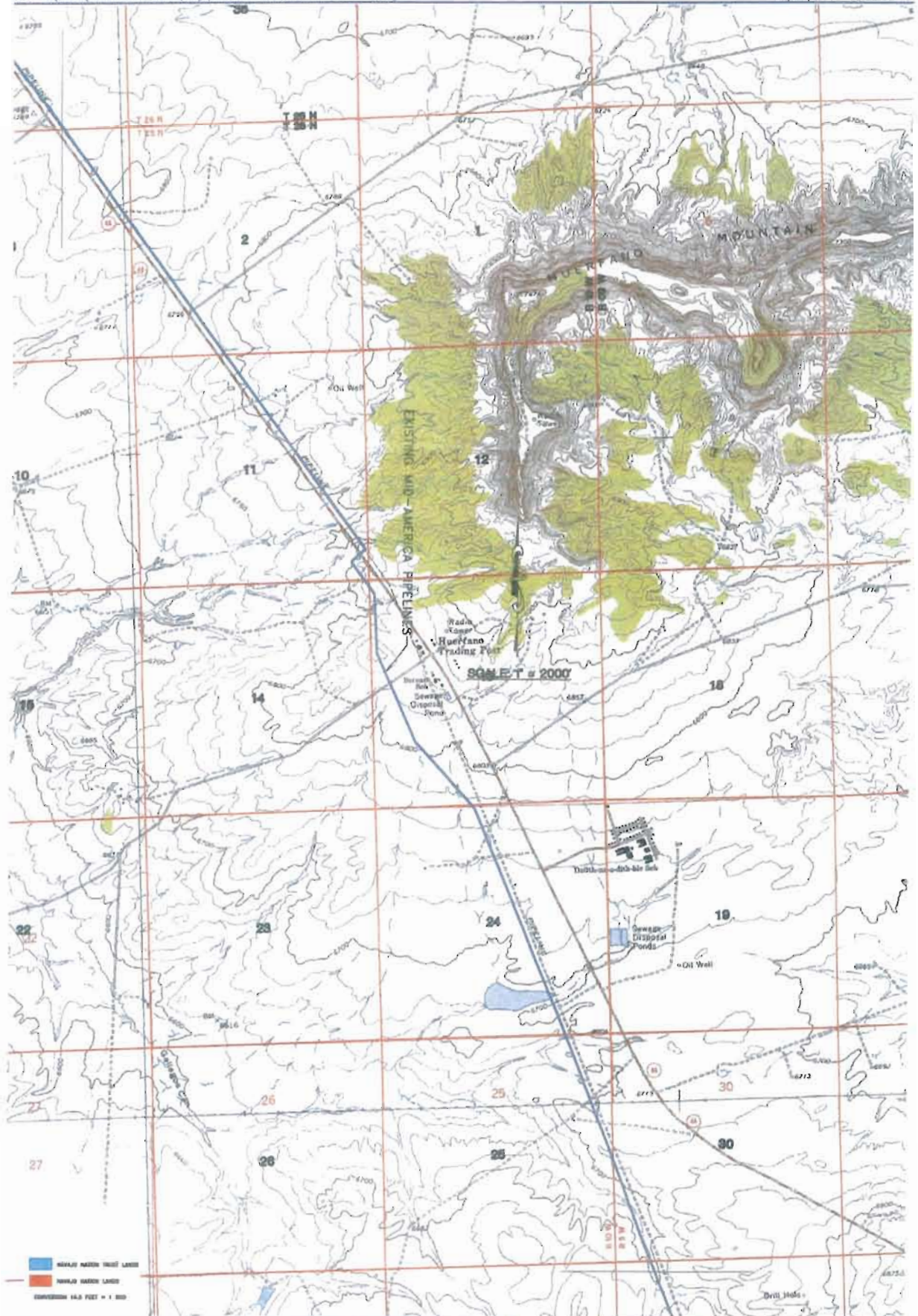
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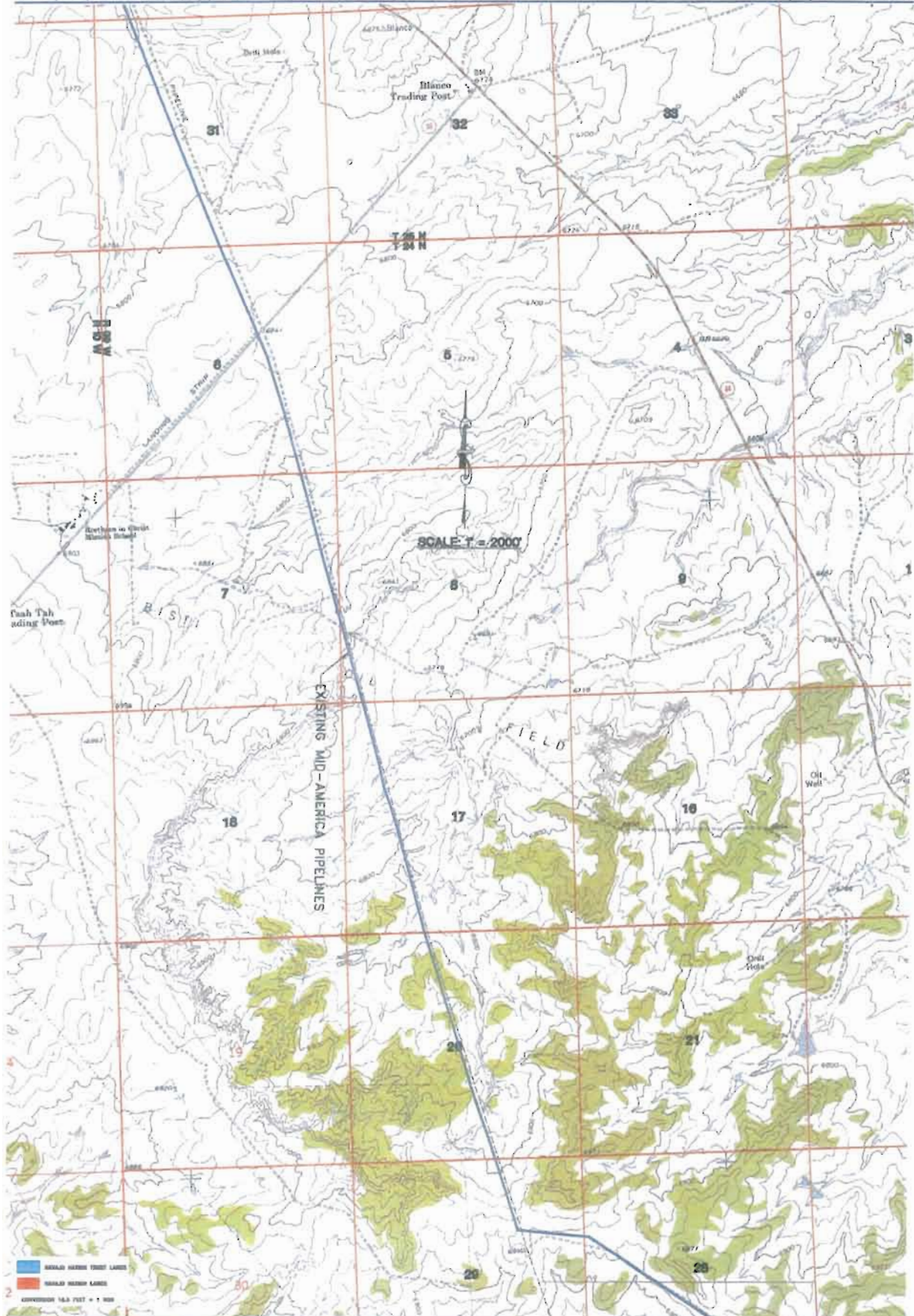
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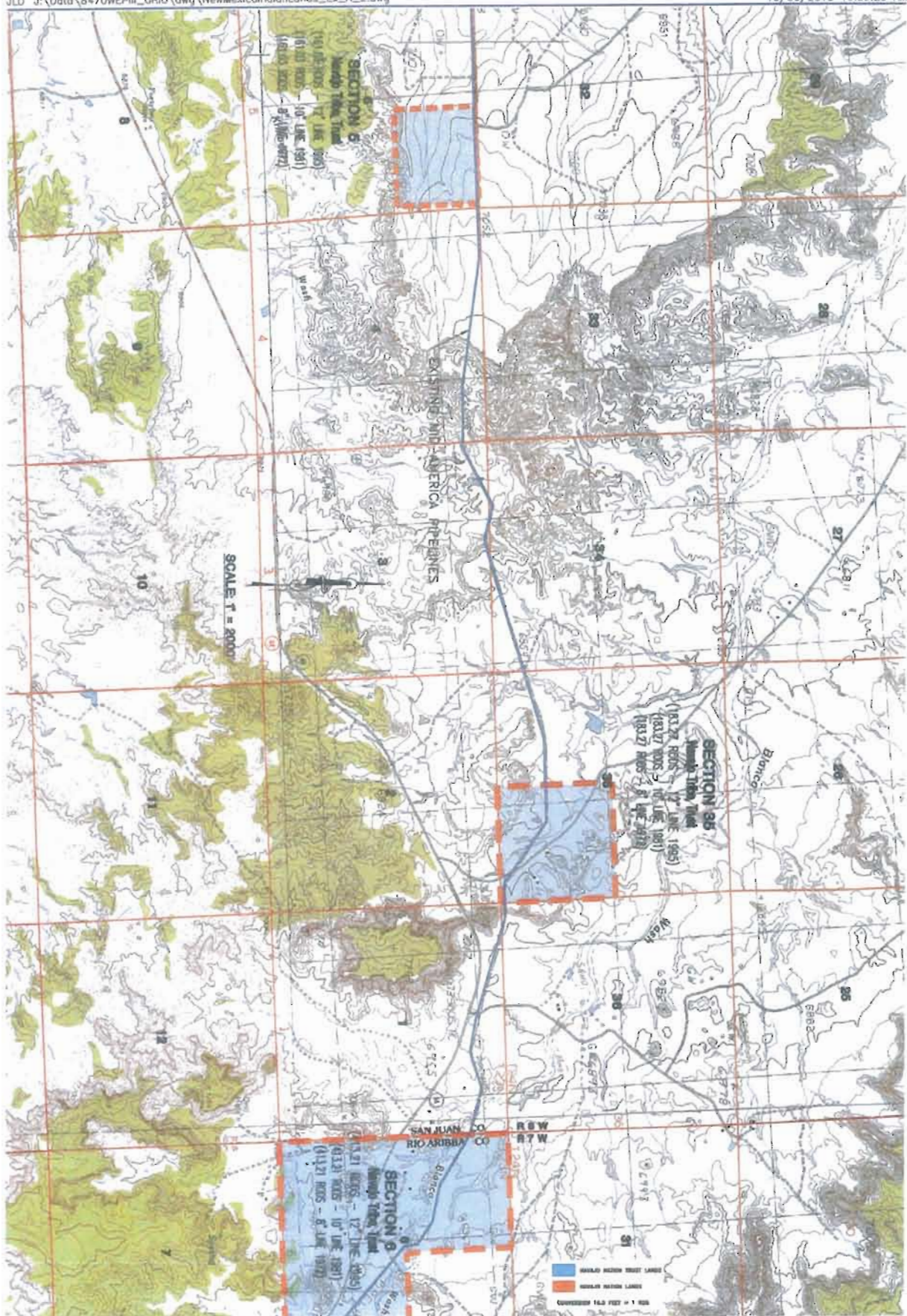


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	DATE: 10/30/2013	BY: JFC	FOR: JFC
	SCALE: 1"=400'	PROJECT NO.: 8470WEP	PROJECT NAME: EXISTING PIPELINES LENGTHS ACROSS INDIAN LANDS
	DATE: 10/30/2013	BY: JFC	FOR: JFC



EX A SH 5 SHEET NO. DATE: 10/30/2013 DRAWN BY: JLD CHECKED BY: JLD PROJECT NO.: 8470WEPIII	PROJECT TITLE: MID-AMERICA PIPELINE COMPANY, LLC. EXISTING PIPELINES EXTENDING ACROSS INDIAN LANDS SAN JUAN COUNTY, NEW MEXICO Copyright © by JFC. Reproduction or other use of this drawing is prohibited unless authorized by JFC.	811 Before you dig. Call before you dig.	JFC ENGINEERS SURVEYORS 1515 NORTH STREET BOKE SPRINGS, NY 12011 PHONE (518) 362-7518 FAX (518) 362-7589 http://www.jfc-survey.com
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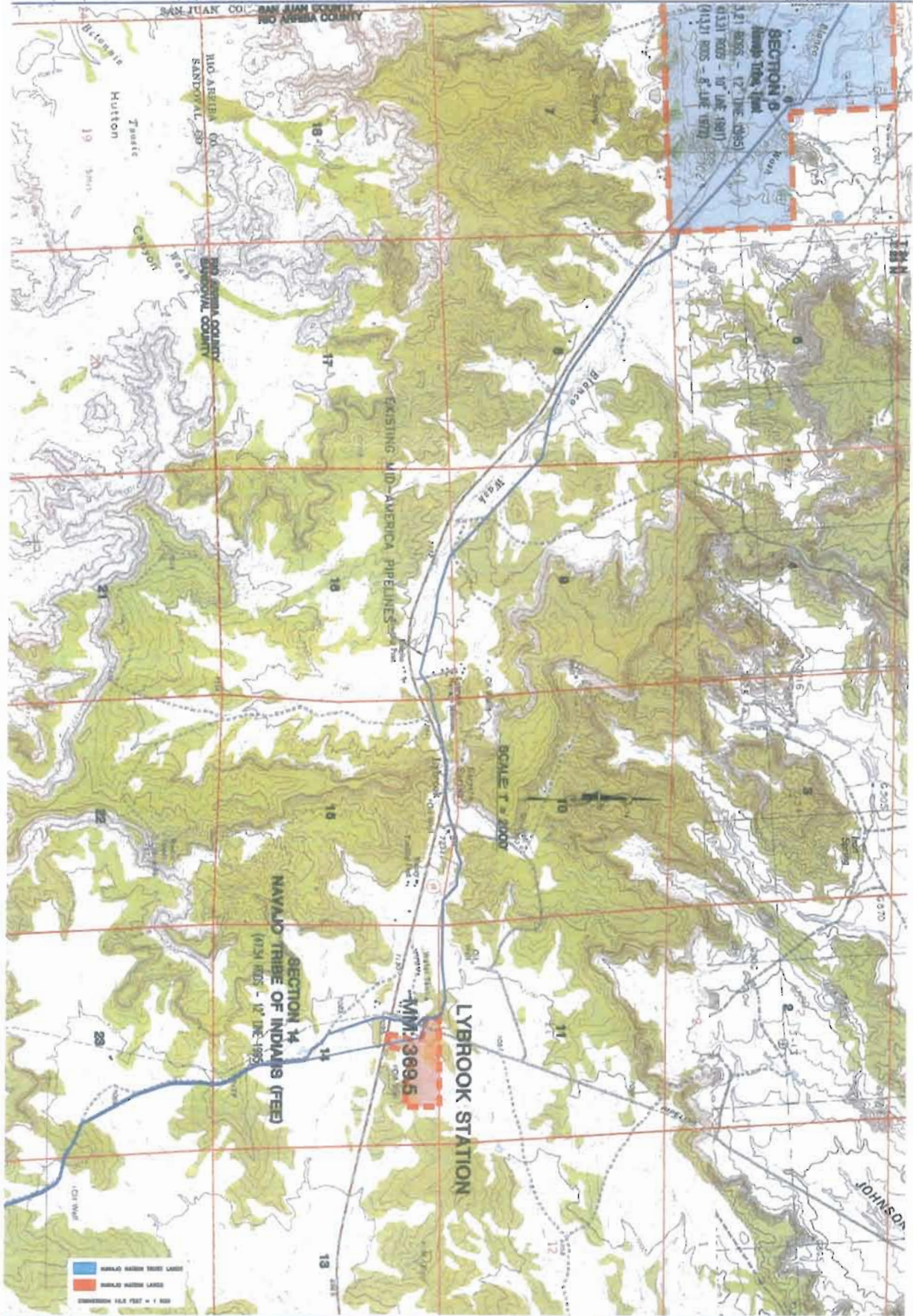
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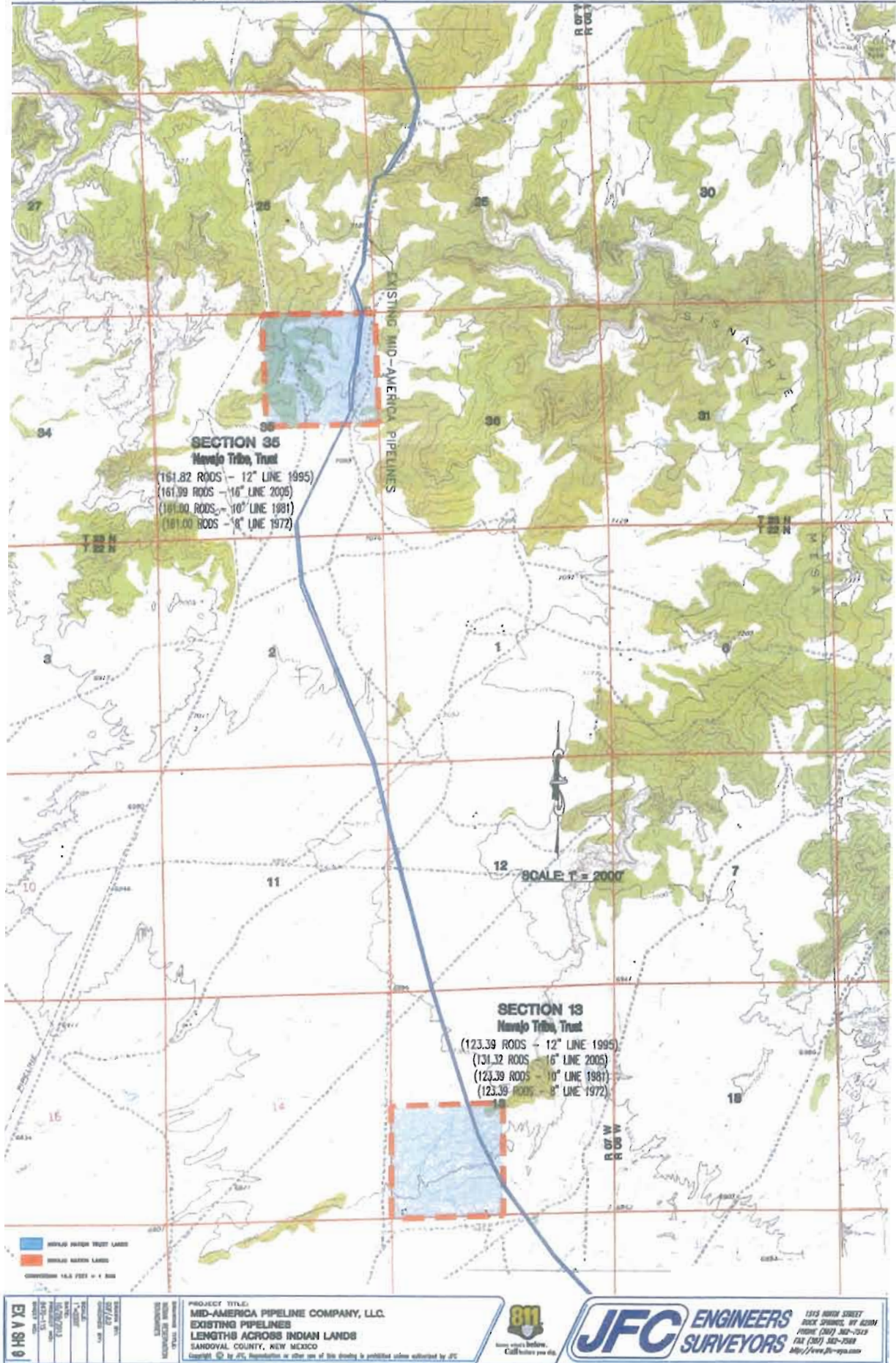
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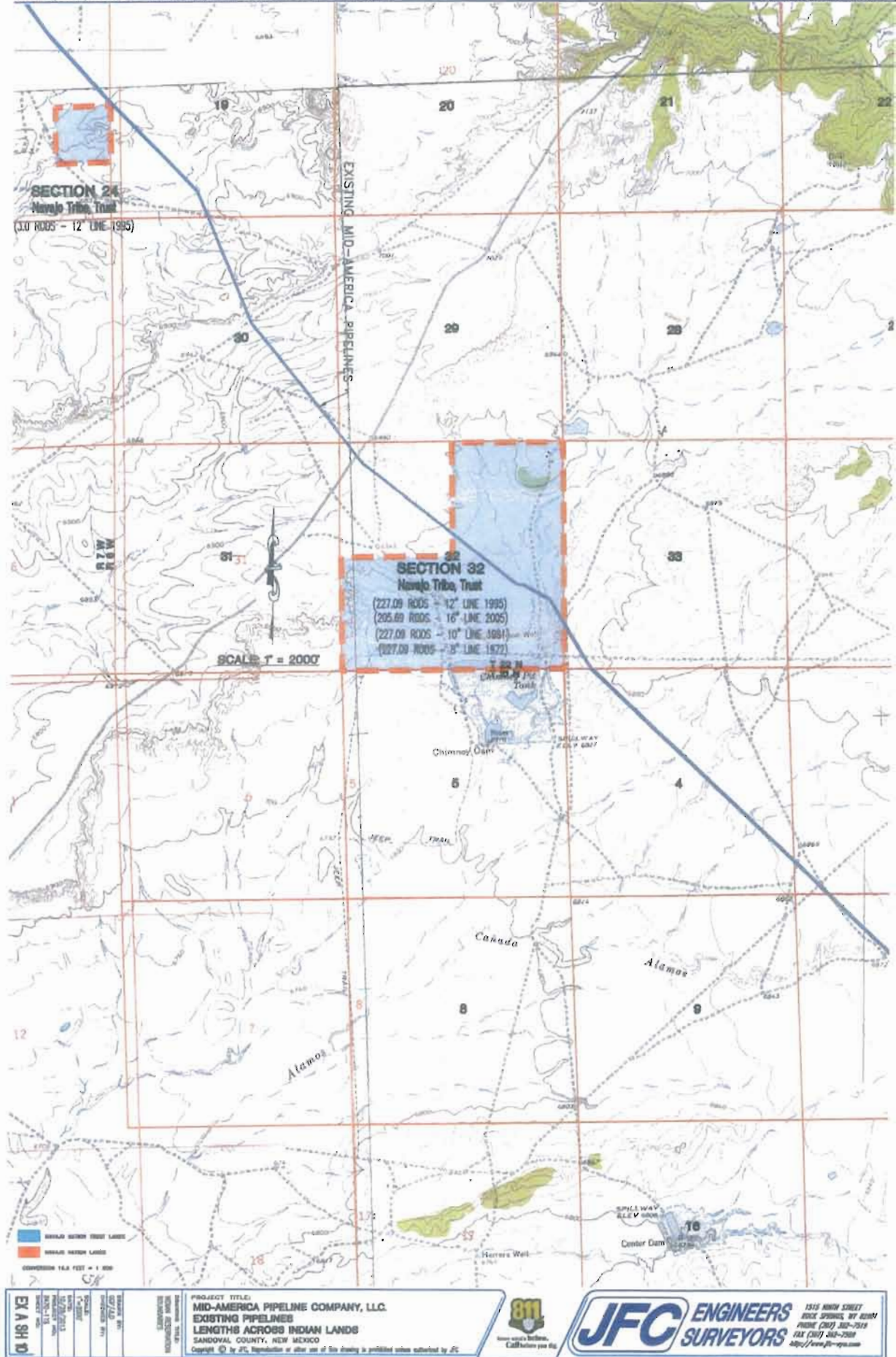
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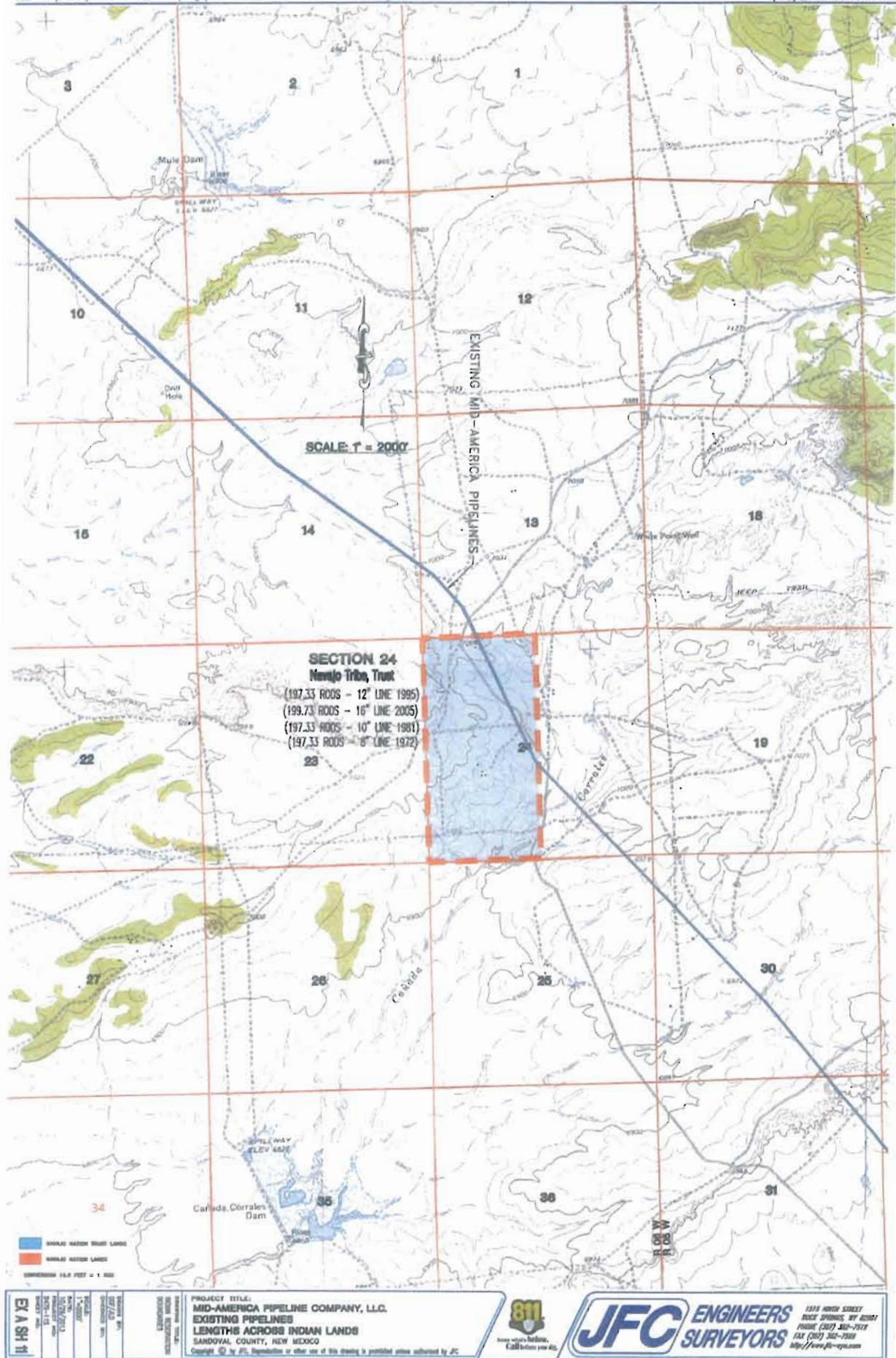


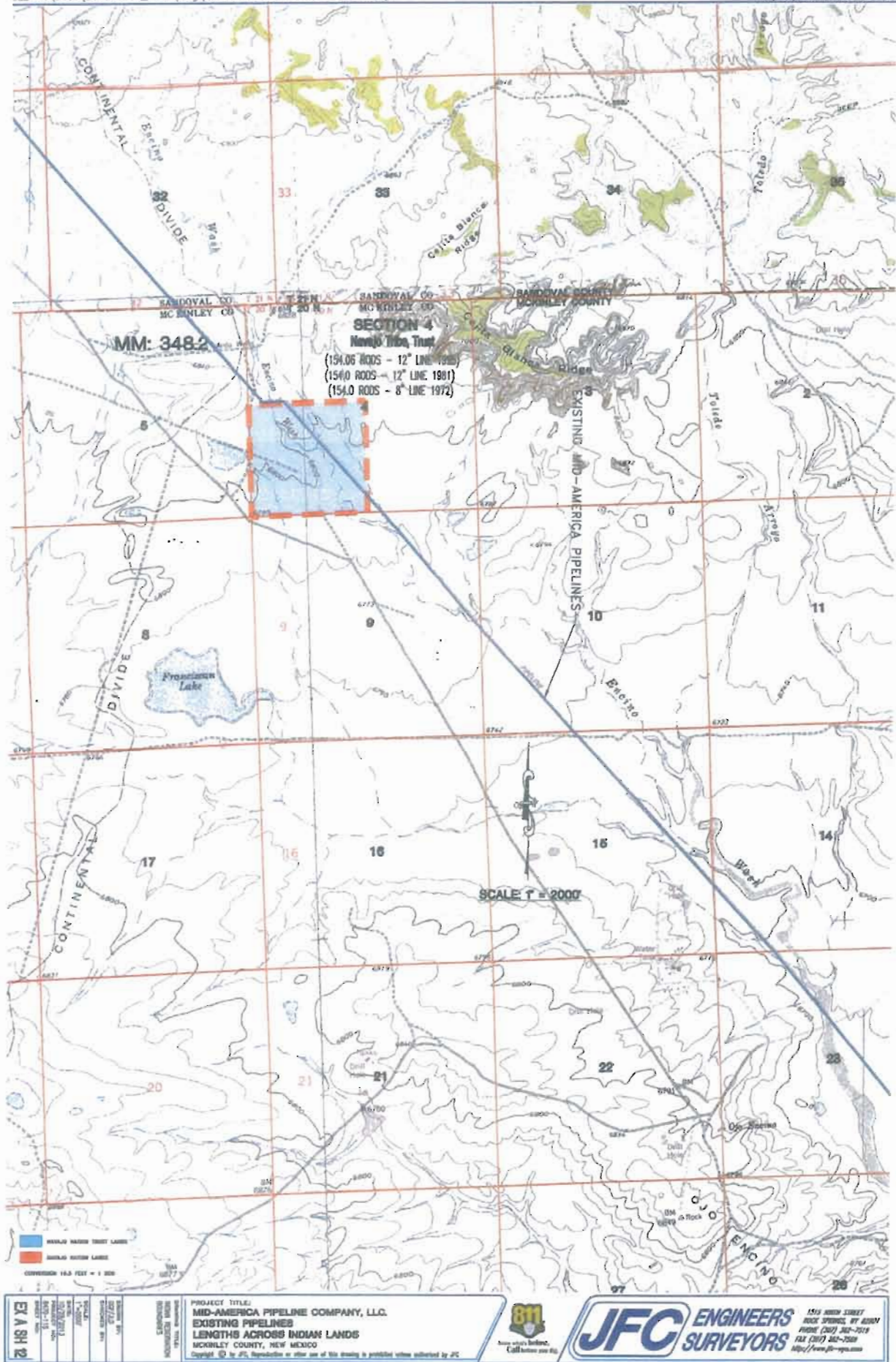
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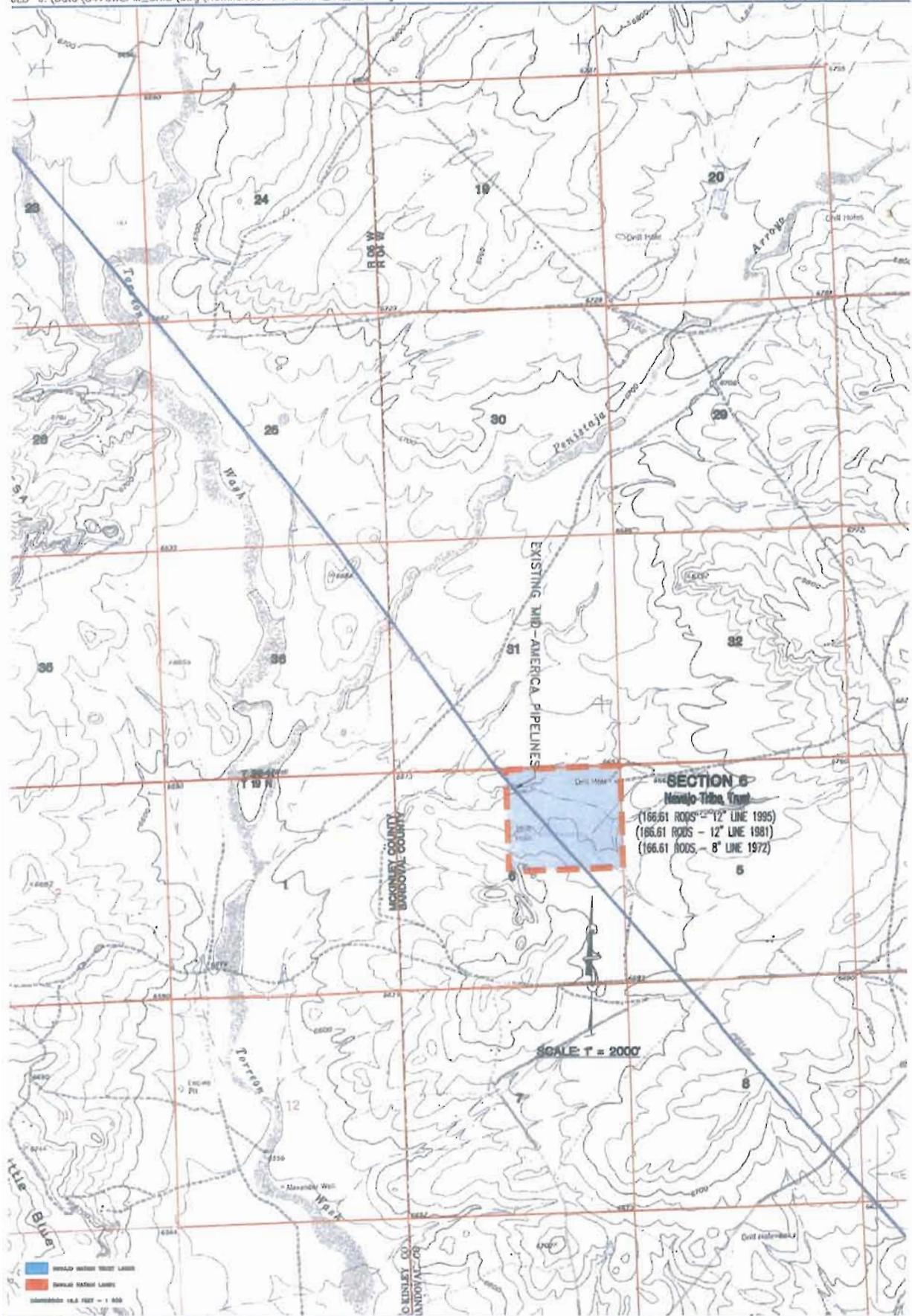


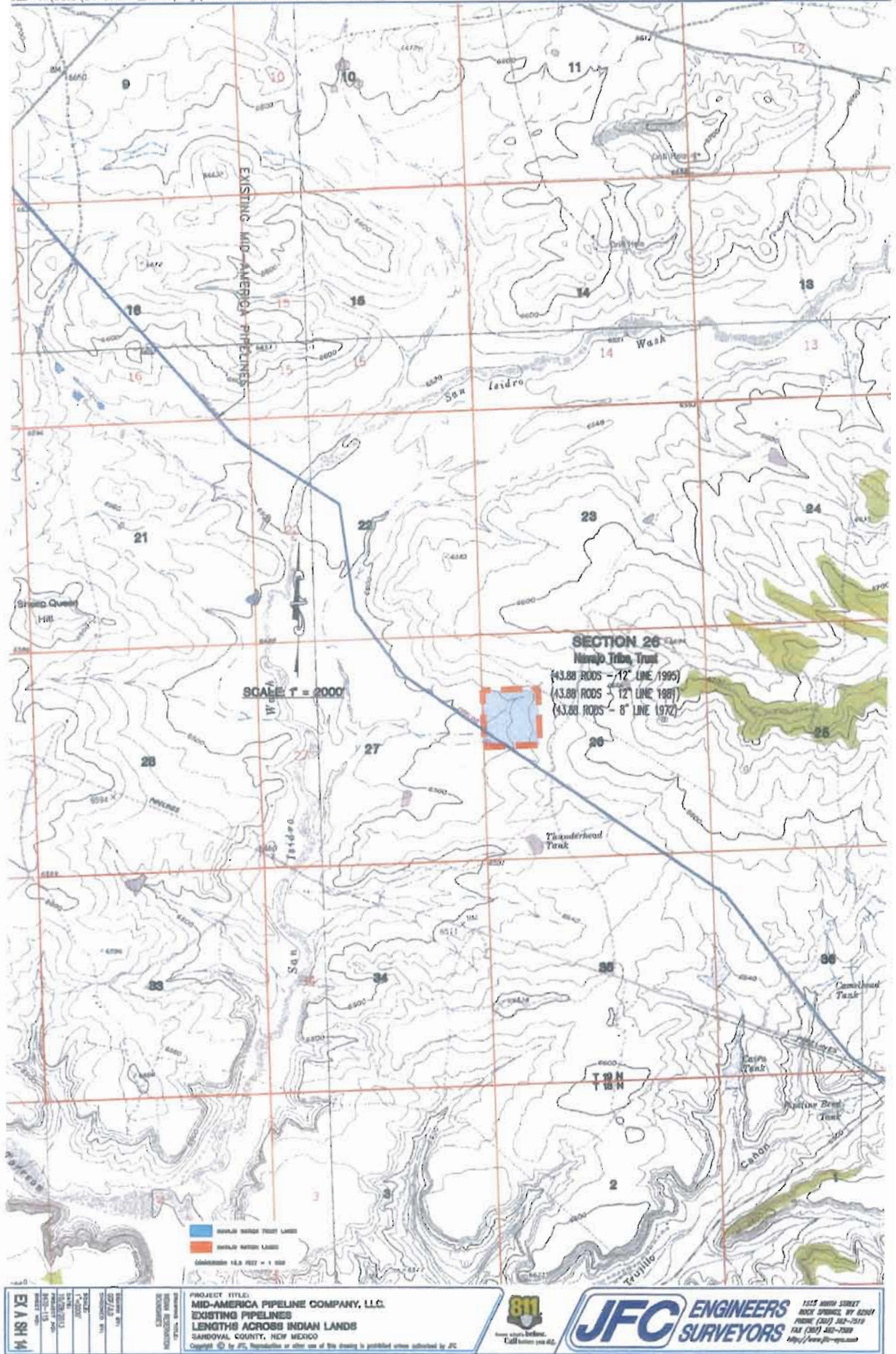


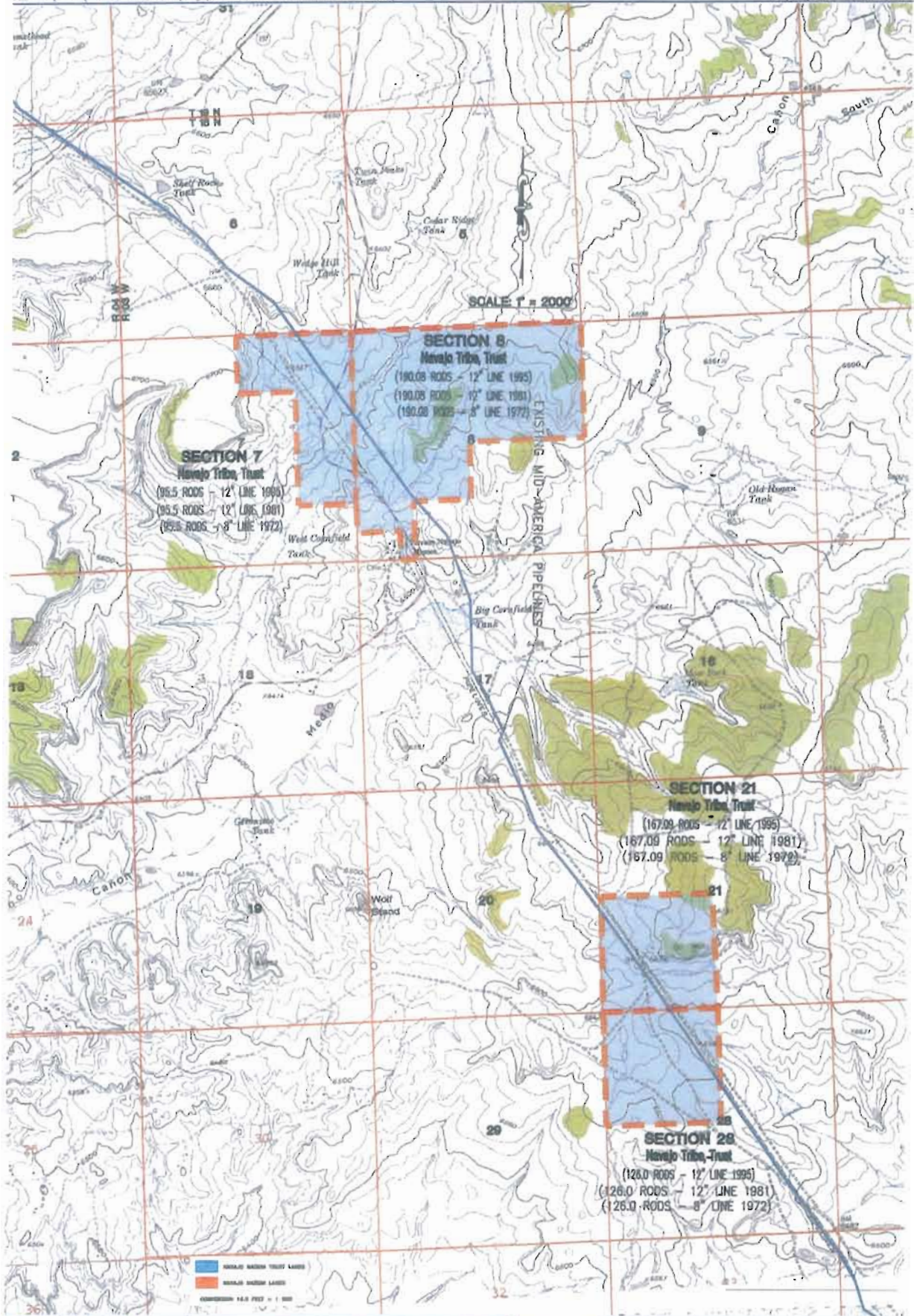










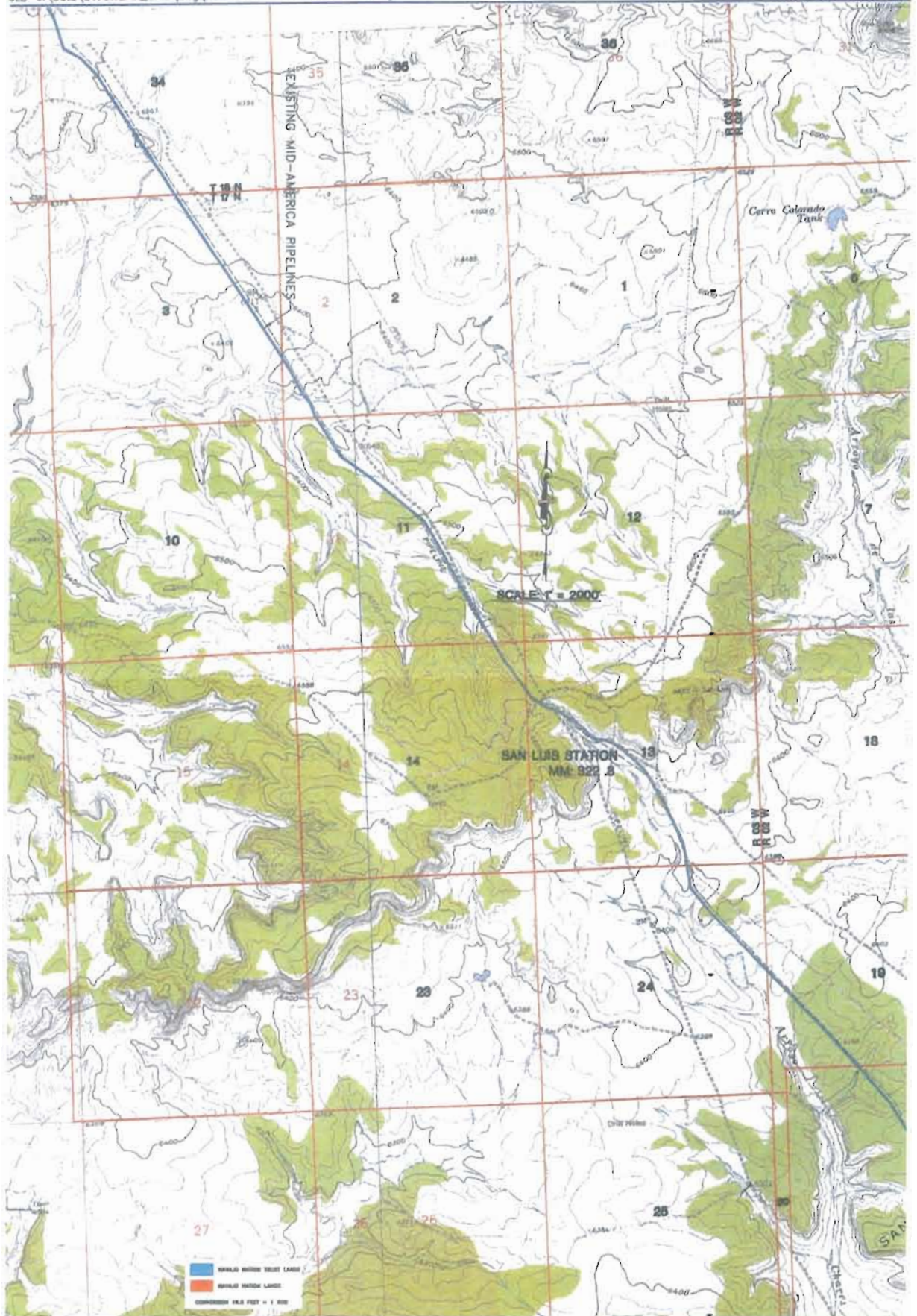


PROJECT NO.	8470WEPHIL
DATE	10/30/2013
BY	JLD
CHECKED BY	JLD
APPROVED BY	JLD
SCALE	1" = 2000'
CONVERSION	1/2 INCH = 1 MILE

PROJECT TITLE:
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EX A SH 16	PROJECT TITLE:	MID-AMERICA PIPELINE COMPANY, LLC.	 JFC ENGINEERS SURVEYORS 1515 NORTH STREET SUITE 100, ALBUQUERQUE, NM 87102 PHONE (505) 342-7529 FAX (505) 342-7530 http://www.jfc-survey.com
	EXISTING PIPELINES	LENGTHS ACROSS INDIAN LANDS	
	SANDOVAL COUNTY, NEW MEXICO		
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EXHIBIT B

Tract Number	16" Western Exp. III (2013)	County	Owner Name	Section	Twp	Rng	Brief Legal Summary
Rods are from WEP III survey drawings							
480-NM-SA-40A	295.85	Sandoval	USA in Trust for the Navajo Tribe of Indians	21, 28	18N	3W	The W/2 SW/4, the SE/4 SW/4 of Section 21 and the E/2 NW/4 of Section 28, T18N, R3W
480-NM-SA-43B	289.27	Sandoval	USA in Trust for the Navajo Tribe of Indians	7, 8	18N	3W	The N/2 NE/4, SE/4 NE/4 and NE/4 SE/4 of Section 7; the NW/4 SW/4, NE/4 SW/4 SW/4 and the E/2 SE/4 SW/4 SW/4 of Section 8, all in T18N, R3W.
480-NM-SA-43C	51.45	Sandoval	USA in Trust for the Navajo Tribe of Indians	26	19N	4W	The Southwest Quarter of the Northwest Quarter (SW/4 NW/4) of Section 26, T19N, R4W
480-NM-SA-46A	175.81	Sandoval	USA in Trust for the Navajo Tribe of Indians	6	19N	4W	Lot 2 and the S/2 NE/4 of Section 6, T19N, R4W
480-NM-McK-12A	162.77	McKinley	USA in Trust for the Navajo Tribe of Indians	4	20N	5W	The N/2 SW/4 and the SE/4 SW/4 of Section 4, T20N, R5W
NM-RA-13	424.99	Rio Arriba	USA in Trust for the Navajo Tribe of Indians	6	23N	7W	Lot 4 and 5, the Southeast Quarter of the Northwest Quarter (SE/4 NW/4), the North Half of the Southeast Quarter (N/2 SE/4) and the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section 6, T23N, R7W
NM-SJ-04	181.73	San Juan	USA in Trust for the Navajo Tribe of Indians	35	24N	8W	The South Half of the Southeast Quarter (S/2 SE/4) of Section 35, T24N, R8W, NMPM
NM-SJ-06A	160.65	San Juan	USA in Trust for the Navajo Tribe of Indians	5	23N	8W	Lots 1 and 2 of Section 5, T23N, R8W, NMPM
NM-SJ-34	349.78	San Juan	The Navajo Tribe of Indians (fee)	23, 26	27N	11W	The S/2 SW/4, the NW/4 SW/4 and the SW/4 NW/4 of Section 23 and the E/2 NW/4 of Section 26, T27N, R11W
NM-SJ-38	79.99	San Juan	The Navajo Tribe of Indians (fee)	2	27N	11W	The NW/4 NE/4 of Section 2, T27N, R11W, NMPM
Total rods:	2172.29						



LS43-Trust
TRIBAL _____ XXX
INDIVIDUALLY OWNED _____
GOVERNMENT OWNED _____
RIGHT-OF-WAY _____ MAPL-06-001
REFERENCE NO. _____ E-NM-06-28
TRANSACTION NO. _____ 791-13-42253-06

EXHIBIT

C

GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

EXHIBIT C

That the United States of America for and on behalf of the Indian Owners of the lands described in Exhibit(s) "A16-A20" & "B16-B20" hereof, acting by and through the Superintendent, OIP, Eastern Navajo Agency, Bureau of Indian Affairs, Department of the Interior, Crownpoint, New Mexico, hereinafter referred to as "Grantor," under authority contained in "Secretarial Redlegation Order 200 DM 2, 230 DM 1 and 3 IAM 4," and Memorandum of Delegation of Authority dated April 22, 2005, 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 \$ 237,901.77 and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to the MID-AMERICA PIPELINE COMPANY, LLC (MAPL) 2727 North Loop West, Houston, Texas 77008, hereinafter referred to as "Grantee," an easement for a right-of-way for the following purpose(s), namely: construction, operation and maintenance, and/or replacement of a 16" natural gas liquids (NGL) pipeline and necessary appurtenances, entitled Mid-America Pipeline Western Expansion, over, across, in and upon the following described lands located in the Counselor, County of Sandoval, State of New Mexico.

The said easement, as shown on the map entitled "Proposed 16" Pipeline: consisting of five sheets," marked Exhibit(s) "B16-B20", attached hereto, is limited to and more particularly described as a strip of land across Navajo Tribal Trust Lands, being 25 feet in width, total being 12064 feet or 731.20 rods in length and containing 6.93 acres, more or less, located within Section 24 of Township 21 North, Range 6 West; Section 32 of Township 22 North, Range 6; ^{West of} Sections 13 and 24 of Township 22 North, Range 7 West; Section 35 of Township 23 North, Range 7 West, New Mexico Principal Meridian.

A temporary construction easement is granted for the duration of the construction of the project. This temporary construction easement shall be a strip of land across Navajo Tribal Trust Lands, being 50 feet in width, 12275.70 feet or 743.98 rods in length, containing 14.08 acres, more or less, adjoining the permanent easement described hereon.

A temporary construction easement for temporary use area is granted for the duration of the construction of the project. This extra-temporary construction easement shall be a strip of land across Navajo Tribal Trust Lands, being various widths and lengths, containing 3.21 acres, more or less, adjacent to the permanent easement described hereon.

Said right-of-way 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 "Navajo Area Land Clearing, Excavation and Reclamation Stipulations for Rights-of-Way over Indian Land."

Said easement is further subject to compliance with the stipulations contained the Cultural Resources Compliance Form, Navajo Nation Historic Preservation Department, Report No(s) "See attached Exhibit "C".

Said easement is further subject to any existing rights-of-way easement and to the owner's stipulations for crossing the same.

This easement is subject to any valid existing right or adverse claim and is [for a ^{five} ~~nine~~ year(s) term as to tenure, shall commence upon Secretary's approval, and] so long as said easement shall be actually used for the purpose above specified; PROVIDED, nothing herein shall prevent the Secretary from taking any action authorized by federal law and that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon thirty (30) days

LS43

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 or the applicable regulations.
- B. A non-use 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 condition attached to and incorporated in the letter of the President, Navajo Nation, dated April 10, 2006.

F. --

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.

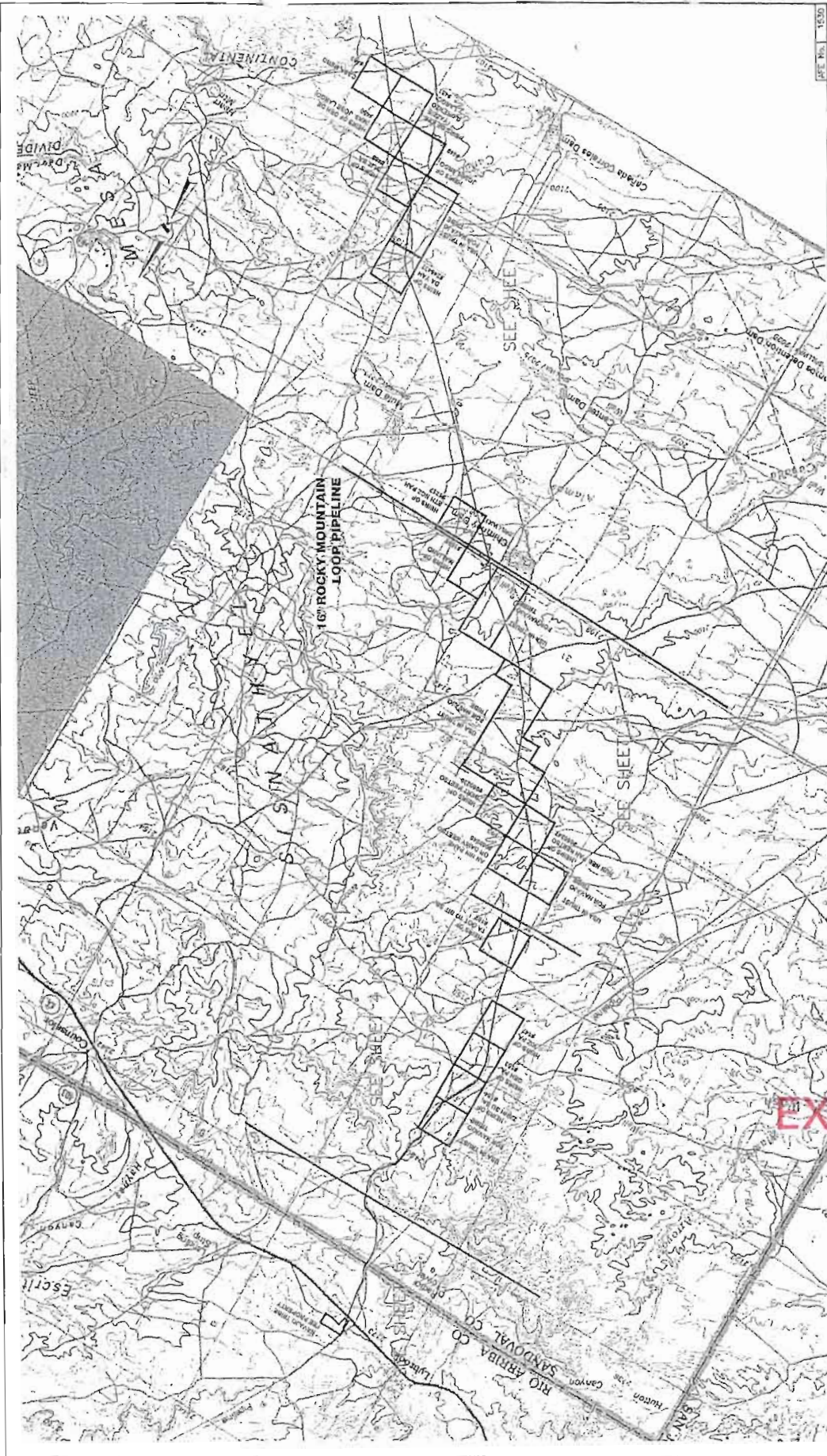
IN WITNESS WHEREOF, Grantor has executed this grant of easement this 22 day of December, 2006.

UNITED STATES OF AMERICA

By [Signature]
(Name)
Agency Superintendent, OIP
(Title)

U. S. DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
Eastern Navajo Agency
P. O. Box 328
Crownpoint, New Mexico 87313

EXHIBIT C



LOCATION MAP

EXHIBIT C

SHEET No. 1530	
MID-AMERICA PIPELINE COMPANY, LLC.	
16" ROCKY MOUNTAIN LOOP	
CROSSING ALLOTEE AND TRIBAL LANDS	
DIVISIONAL & TRIBAL AGREEMENTS	
DATE	1-1-2007
BY	00711007
SCALE	1" = 1 MILE
SHEET 1 OF 5	

SCALE: 1" = 1 MILE

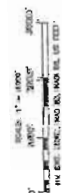
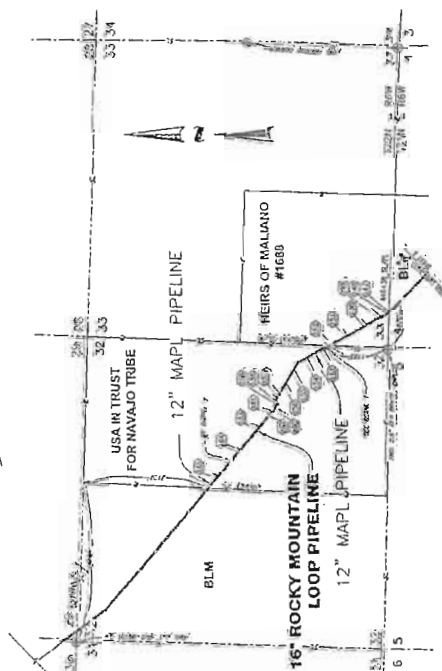
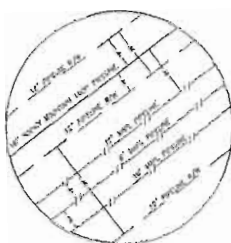
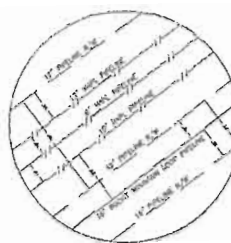


EXHIBIT C

LINE	LINE	DESCRIPTION	DEBIT	CREDIT	BALANCE	DATE
1	1	INITIAL BALANCE			0.00	01/01/00
2	2	ADDITIONAL INVESTMENT			0.00	01/01/00
3	3	REVENUE			0.00	01/01/00
4	4	EXPENSES			0.00	01/01/00
5	5	NET INCOME			0.00	01/01/00
6	6	TOTAL			0.00	01/01/00
7	7	INITIAL BALANCE			0.00	01/01/00
8	8	ADDITIONAL INVESTMENT			0.00	01/01/00
9	9	REVENUE			0.00	01/01/00
10	10	EXPENSES			0.00	01/01/00
11	11	NET INCOME			0.00	01/01/00
12	12	TOTAL			0.00	01/01/00
13	13	INITIAL BALANCE			0.00	01/01/00
14	14	ADDITIONAL INVESTMENT			0.00	01/01/00
15	15	REVENUE			0.00	01/01/00
16	16	EXPENSES			0.00	01/01/00
17	17	NET INCOME			0.00	01/01/00
18	18	TOTAL			0.00	01/01/00
19	19	INITIAL BALANCE			0.00	01/01/00
20	20	ADDITIONAL INVESTMENT			0.00	01/01/00
21	21	REVENUE			0.00	01/01/00
22	22	EXPENSES			0.00	01/01/00
23	23	NET INCOME			0.00	01/01/00
24	24	TOTAL			0.00	01/01/00
25	25	INITIAL BALANCE			0.00	01/01/00
26	26	ADDITIONAL INVESTMENT			0.00	01/01/00
27	27	REVENUE			0.00	01/01/00
28	28	EXPENSES			0.00	01/01/00
29	29	NET INCOME			0.00	01/01/00
30	30	TOTAL			0.00	01/01/00
31	31	INITIAL BALANCE			0.00	01/01/00
32	32	ADDITIONAL INVESTMENT			0.00	01/01/00
33	33	REVENUE			0.00	01/01/00
34	34	EXPENSES			0.00	01/01/00
35	35	NET INCOME			0.00	01/01/00
36	36	TOTAL			0.00	01/01/00
37	37	INITIAL BALANCE			0.00	01/01/00
38	38	ADDITIONAL INVESTMENT			0.00	01/01/00
39	39	REVENUE			0.00	01/01/00
40	40	EXPENSES			0.00	01/01/00
41	41	NET INCOME			0.00	01/01/00
42	42	TOTAL			0.00	01/01/00
43	43	INITIAL BALANCE			0.00	01/01/00
44	44	ADDITIONAL INVESTMENT			0.00	01/01/00
45	45	REVENUE			0.00	01/01/00
46	46	EXPENSES			0.00	01/01/00
47	47	NET INCOME			0.00	01/01/00
48	48	TOTAL			0.00	01/01/00
49	49	INITIAL BALANCE			0.00	01/01/00
50	50	ADDITIONAL INVESTMENT			0.00	01/01/00
51	51	REVENUE			0.00	01/01/00
52	52	EXPENSES			0.00	01/01/00
53	53	NET INCOME			0.00	01/01/00
54	54	TOTAL			0.00	01/01/00
55	55	INITIAL BALANCE			0.00	01/01/00
56	56	ADDITIONAL INVESTMENT			0.00	01/01/00
57	57	REVENUE			0.00	01/01/00
58	58	EXPENSES			0.00	01/01/00
59	59	NET INCOME			0.00	01/01/00
60	60	TOTAL			0.00	01/01/00
61	61	INITIAL BALANCE			0.00	01/01/00
62	62	ADDITIONAL INVESTMENT			0.00	01/01/00
63	63	REVENUE			0.00	01/01/00
64	64	EXPENSES			0.00	01/01/00
65	65	NET INCOME			0.00	01/01/00
66	66	TOTAL			0.00	01/01/00
67	67	INITIAL BALANCE			0.00	01/01/00
68	68	ADDITIONAL INVESTMENT			0.00	01/01/00
69	69	REVENUE			0.00	01/01/00
70	70	EXPENSES			0.00	01/01/00
71	71	NET INCOME			0.00	01/01/00
72	72	TOTAL			0.00	01/01/00
73	73	INITIAL BALANCE			0.00	01/01/00
74	74	ADDITIONAL INVESTMENT			0.00	01/01/00
75	75	REVENUE			0.00	01/01/00
76	76	EXPENSES			0.00	01/01/00
77	77	NET INCOME			0.00	01/01/00
78	78	TOTAL			0.00	01/01/00
79	79	INITIAL BALANCE			0.00	01/01/00
80	80	ADDITIONAL INVESTMENT			0.00	01/01/00
81	81	REVENUE			0.00	01/01/00
82	82	EXPENSES			0.00	01/01/00
83	83	NET INCOME			0.00	01/01/00
84	84	TOTAL			0.00	01/01/00
85	85	INITIAL BALANCE			0.00	01/01/00
86	86	ADDITIONAL INVESTMENT			0.00	01/01/00
87	87	REVENUE			0.00	01/01/00
88	88	EXPENSES			0.00	01/01/00
89	89	NET INCOME			0.00	01/01/00
90	90	TOTAL			0.00	01/01/00
91	91	INITIAL BALANCE			0.00	01/01/00
92	92	ADDITIONAL INVESTMENT			0.00	01/01/00
93	93	REVENUE			0.00	01/01/00
94	94	EXPENSES			0.00	01/01/00
95	95	NET INCOME			0.00	01/01/00
96	96	TOTAL			0.00	01/01/00
97	97	INITIAL BALANCE			0.00	01/01/00
98	98	ADDITIONAL INVESTMENT			0.00	01/01/00
99	99	REVENUE			0.00	01/01/00
100	100	EXPENSES			0.00	01/01/00
101	101	NET INCOME			0.00	01/01/00
102	102	TOTAL			0.00	01/01/00
103	103	INITIAL BALANCE			0.00	01/01/00
104	104	ADDITIONAL INVESTMENT			0.00	01/01/00
105	105	REVENUE			0.00	01/01/00
106	106	EXPENSES			0.00	01/01/00
107	107	NET INCOME			0.00	01/01/00
108	108	TOTAL			0.00	01/01/00
109	109	INITIAL BALANCE			0.00	01/01/00
110	110	ADDITIONAL INVESTMENT			0.00	01/01/00
111	111	REVENUE			0.00	01/01/00
112	112	EXPENSES			0.00	01/01/00
113	113	NET INCOME			0.00	01/01/00
114	114	TOTAL			0.00	01/01/00
115	115	INITIAL BALANCE			0.00	01/01/00
116	116	ADDITIONAL INVESTMENT			0.00	01/01/00
117	117	REVENUE			0.00	01/01/00
118	118	EXPENSES			0.00	01/01/00
119	119	NET INCOME			0.00	01/01/00
120	120	TOTAL			0.00	01/01/00
121	121	INITIAL BALANCE			0.00	01/01/00
122	122	ADDITIONAL INVESTMENT			0.00	01/01/00
123	123	REVENUE			0.00	01/01/00
124	124	EXPENSES			0.00	01/01/00
125	125	NET INCOME			0.00	01/01/00
126	126	TOTAL			0.00	01/01/00
127	127	INITIAL BALANCE			0.00	01/01/00
128	128	ADDITIONAL INVESTMENT			0.00	01/01/00
129	129	REVENUE			0.00	01/01/00
130	130	EXPENSES			0.00	01/01/00
131	131	NET INCOME			0.00	01/01/00
132	132	TOTAL			0.00	01/01/00
133	133	INITIAL BALANCE			0.00	01/01/00
134	134	ADDITIONAL INVESTMENT			0.00	01/01/00
135	135	REVENUE			0.00	01/01/00
136	136	EXPENSES			0.00	01/01/00
137	137	NET INCOME			0.00	01/01/00
138	138	TOTAL			0.00	01/01/00
139	139	INITIAL BALANCE			0.00	01/01/00
140	140	ADDITIONAL INVESTMENT			0.00	01/01/00
141	141	REVENUE			0.00	01/01/00
142	142	EXPENSES			0.00	01/01/00
143	143	NET INCOME			0.00	01/01/00
144	144	TOTAL			0.00	01/01/00
145	145	INITIAL BALANCE			0.00	01/01/00
146	146	ADDITIONAL INVESTMENT			0.00	01/01/00
147	147	REVENUE			0.00	01/01/00
148	148	EXPENSES			0.00	01/01/00
149	149	NET INCOME			0.00	01/01/00
150	150	TOTAL			0.00	01/01/00
151	151	INITIAL BALANCE			0.00	01/01/00
152	152	ADDITIONAL INVESTMENT			0.00	01/01/00
153	153	REVENUE			0.00	01/01/00
154	154	EXPENSES			0.00	01/01/00
155	155	NET INCOME			0.00	01/01/00
156	156	TOTAL			0.00	01/01/00
157	157	INITIAL BALANCE			0.00	01/01/00
158	158	ADDITIONAL INVESTMENT			0.00	01/01/00
159	159	REVENUE			0.00	01/01/00
160	160	EXPENSES			0.00	01/01/00
161	161	NET INCOME			0.00	01/01/00
162	162	TOTAL			0.00	01/01/00
163	163	INITIAL BALANCE			0.00	01/01/00
164	164	ADDITIONAL INVESTMENT			0.00	01/01/00
165	165	REVENUE			0.00	01/01/00
166	166	EXPENSES			0.00	01/01/00
167	167	NET INCOME			0.00	01/01/00
168	168	TOTAL			0.00	01/01/00
169	169	INITIAL BALANCE			0.00	01/01/00
170	170	ADDITIONAL INVESTMENT			0.00	01/01/00
171	171	REVENUE			0.00	01/01/00
172	172	EXPENSES			0.00	01/01/00
173	173	NET INCOME			0.00	01/01/00
174	174	TOTAL			0.00	01/01/00
175	175	INITIAL BALANCE			0.00	01/01/00
176	176	ADDITIONAL INVESTMENT			0.00	01/01/00
177	177	REVENUE			0.00	01/01/00
178	178	EXPENSES			0.00	01/01/00
179	179	NET INCOME			0.00	01/01/00
180	180	TOTAL			0.00	01/01/00
181	181	INITIAL BALANCE			0.00	01/01/00
182	182	ADDITIONAL INVESTMENT			0.00	01/01/00
183	183	REVENUE			0.00	01/01/00
184	184	EXPENSES			0.00	01/01/00
185	185	NET INCOME			0.00	01/01/00
186	186	TOTAL			0.00	01/01/00
187	187	INITIAL BALANCE			0.00	01/01/00
188	188	ADDITIONAL INVESTMENT			0.00	01/01/00
189	189	REVENUE			0.00	01/01/00
190	190	EXPENSES			0.00	01/01/00
191	191	NET INCOME			0.00	01/01/00
192	192	TOTAL			0.00	01/01/00
193	193	INITIAL BALANCE			0.00	01/01/00
194	194	ADDITIONAL INVESTMENT			0.00	01/01/00
195	195	REVENUE			0.00	01/01/00
196	196	EXPENSES			0.00	01/01/00
197	197	NET INCOME			0.00	01/01/00
198	198	TOTAL			0.00	01/01/00
199	199	INITIAL BALANCE			0.00	01/01/00
200	200	ADDITIONAL INVESTMENT			0.00	01/01/00
201	201	REVENUE			0.00	01/01/00
202	202	EXPENSES			0.00	01/01/00
203	203	NET INCOME			0.00	01/01/00
204	204	TOTAL			0.00	01/01/00
205	205	INITIAL BALANCE			0.00	01/01/00
206	206	ADDITIONAL INVESTMENT			0.00	01/01/00
207	207	REVENUE			0.00	01/01/00
208	208	EXPENSES			0.00	01/01/00
209	209	NET INCOME			0.00	01/01/00
210	210	TOTAL			0.00	01/01/00
211	211	INITIAL BALANCE			0.00	01/01/00
212	212	ADDITIONAL INVESTMENT			0.00	01/01/00
213	213	REVENUE			0.00	01/01/00
214	214	EXPENSES			0.00	01/01/00
215	215	NET INCOME			0.00	01/01/00
216	216	TOTAL			0.00	



RIGHT-OF-WAY DETAIL. 1
NOT TO SCALE
TYPICAL OF ALL SECTIONS
UNLESS OTHERWISE NOTED

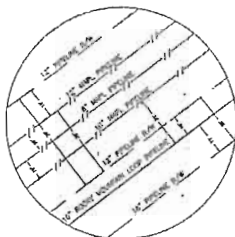


RIGHT-OF-WAY DETAIL 2
NOT TO SCALE
PERSON OF A.S. SECTION
MAY 1968, CHICAGO, ILL.

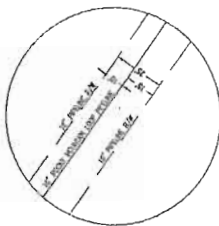
DATE	NO.	75283
MID-AMERICA PIPELINE COMPANY, I.L.C.		
15" ROCKY MOUNTAIN LOOP		
CROSSING ALLETTA AND TRIBAL R/W'S		
SECTION	NO.	ADDITIONAL FEATURES
15	1	15" 20' 0"
16	2	15" 20' 0"
17	3	15" 20' 0"
18	4	15" 20' 0"
19	5	15" 20' 0"
20	6	15" 20' 0"
21	7	15" 20' 0"
22	8	15" 20' 0"
23	9	15" 20' 0"
24	10	15" 20' 0"
25	11	15" 20' 0"
26	12	15" 20' 0"
27	13	15" 20' 0"
28	14	15" 20' 0"
29	15	15" 20' 0"
30	16	15" 20' 0"
31	17	15" 20' 0"
32	18	15" 20' 0"
33	19	15" 20' 0"
34	20	15" 20' 0"
35	21	15" 20' 0"
36	22	15" 20' 0"
37	23	15" 20' 0"
38	24	15" 20' 0"
39	25	15" 20' 0"
40	26	15" 20' 0"
41	27	15" 20' 0"
42	28	15" 20' 0"
43	29	15" 20' 0"
44	30	15" 20' 0"
45	31	15" 20' 0"
46	32	15" 20' 0"
47	33	15" 20' 0"
48	34	15" 20' 0"
49	35	15" 20' 0"
50	36	15" 20' 0"
51	37	15" 20' 0"
52	38	15" 20' 0"
53	39	15" 20' 0"
54	40	15" 20' 0"
55	41	15" 20' 0"
56	42	15" 20' 0"
57	43	15" 20' 0"
58	44	15" 20' 0"
59	45	15" 20' 0"
60	46	15" 20' 0"
61	47	15" 20' 0"
62	48	15" 20' 0"
63	49	15" 20' 0"
64	50	15" 20' 0"
65	51	15" 20' 0"
66	52	15" 20' 0"
67	53	15" 20' 0"
68	54	15" 20' 0"
69	55	15" 20' 0"
70	56	15" 20' 0"
71	57	15" 20' 0"
72	58	15" 20' 0"
73	59	15" 20' 0"
74	60	15" 20' 0"
75	61	15" 20' 0"
76	62	15" 20' 0"
77	63	15" 20' 0"
78	64	15" 20' 0"
79	65	15" 20' 0"
80	66	15" 20' 0"
81	67	15" 20' 0"
82	68	15" 20' 0"
83	69	15" 20' 0"
84	70	15" 20' 0"
85	71	15" 20' 0"
86	72	15" 20' 0"
87	73	15" 20' 0"
88	74	15" 20' 0"
89	75	15" 20' 0"
90	76	15" 20' 0"
91	77	15" 20' 0"
92	78	15" 20' 0"
93	79	15" 20' 0"
94	80	15" 20' 0"
95	81	15" 20' 0"
96	82	15" 20' 0"
97	83	15" 20' 0"
98	84	15" 20' 0"
99	85	15" 20' 0"
100	86	15" 20' 0"

LINE TABLE

LINE NO.	FROM	TO	BEARING	DIST.	AREA	PERMITS	REMARKS
HEIRS OF HUN NIP PAI RESISTO #200847							
1	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		START OF LINE
2	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
3	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
4	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
5	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
6	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
7	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
8	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
9	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
10	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
11	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
12	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
13	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
14	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
15	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
16	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
17	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
18	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
19	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
20	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
21	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
22	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
23	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
24	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
25	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
26	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
27	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
28	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
29	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
30	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
31	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
32	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
33	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
34	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
35	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
36	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
37	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
38	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
39	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
40	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
41	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
42	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
43	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
44	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
45	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
46	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
47	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
48	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
49	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
50	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
51	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
52	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
53	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
54	0.0000	0.0000	N 0° 00' 00" E	0.00	0.00		
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RIGHT-OF-WAY DETAIL 1
NOT TO SCALE
TYPICAL OF ALL SECTIONS
UNLESS OTHERWISE NOTED



RIGHT-OF-WAY DETAIL 2
NOT TO SCALE

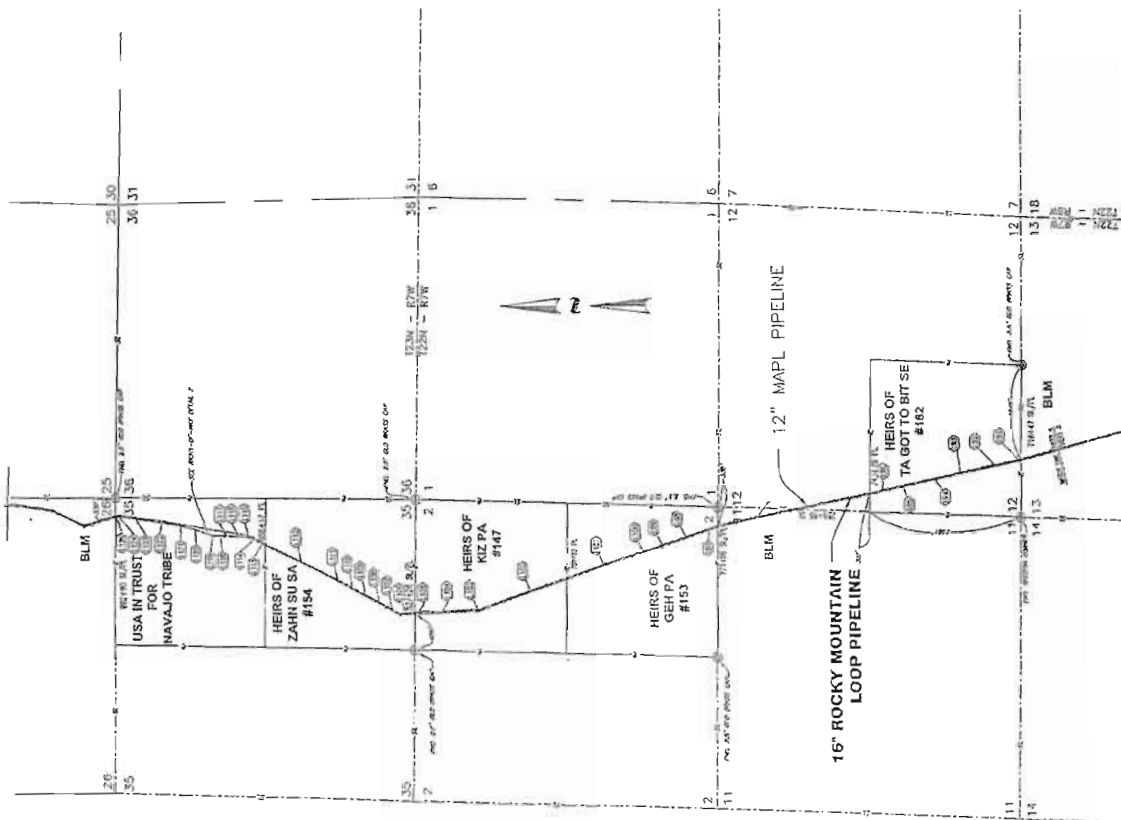
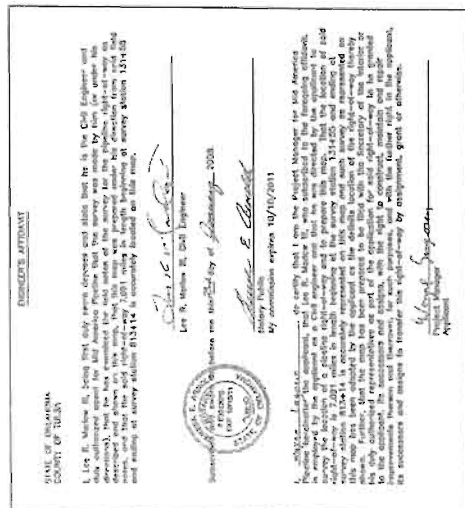


EXHIBIT C

DATE: 10/15/2010		SHEET: 4 OF 5	
MID-AMERICA PIPELINE COMPANY, LLC.			
16" ROCKY MOUNTAIN LOOP CROSSING ALLOTTEE AND TRIBAL LANDS			
PROJECT: 16" ROCKY MOUNTAIN LOOP CROSSING ALLOTTEE AND TRIBAL LANDS		SCALE: 1" = 100'	
DRAWN BY: J. L. GRIFFIN		CHECKED BY: J. L. GRIFFIN	
DATE: 10/15/2010		SHEET: 4 OF 5	





RIGHT-OF-WAY DETAIL
PLAN 113 SCALE

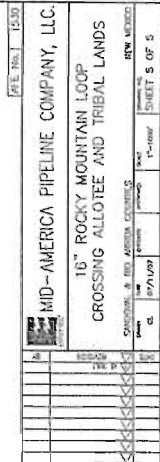


EXHIBIT C

RESOLUTION OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

20th NAVAJO NATION COUNCIL - Fourth Year, 2006

AN ACTION

RELATING TO RESOURCES; APPROVING THE GRANTING OF RIGHTS-OF-WAY AND A TEMPORARY CONSTRUCTION EASEMENT TO MID-AMERICA PIPELINE COMPANY, LLC TO CONSTRUCT, OPERATE AND MAINTAIN A 16-INCH DIAMETER NATURAL GAS LIQUIDS PRODUCT LOOP PIPELINE ON NAVAJO NATION TRUST AND FEE LANDS

BE IT ENACTED:

1. The Navajo Nation hereby approves the granting of rights-of-way and a temporary construction easement to the Mid-America Pipeline Company, LLC to construct, operate and maintain a 16-inch diameter natural gas liquids product loop pipeline on Navajo Nation trust and fee lands, attached hereto as Exhibits "A-1", "A-2", "A-3", "A-4", "A-5", and "A-6".

2. The Navajo Nation hereby approves the granting of rights-of-way and a temporary construction easement to the Mid-America Pipeline Company, LLC, subject to, but not limited to, the terms and conditions contained in Exhibit "B".

3. 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



**THE
NAVAJO
NATION**

P.O. Box 9000 • WINDOW ROCK, ARIZONA • 86515

PRESIDENT
JOE SHIRLEY, Jr.
VICE PRESIDENT
FRANK J. DAYISH, Jr.

SEP 22 2006

EXHIBIT C

Mr. Omar Bradley
Acting Regional Director
Navajo Region
P.O. Box 1060
Gallup, NM 87305

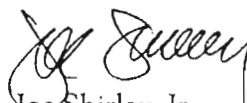
**SUBJECT: APPROVAL OF RIGHTS-OF-WAY AND TEMPORARY
CONSTRUCTION EASEMENTS FOR MID AMERICA PIPELINE
COMPANY, LLC**

Dear Mr. Bradley:

The Resources Committee of the Navajo Nation Council, by resolution RCS-113-06 dated September 12, 2006, approved the subject rights-of-way and temporary construction easements for Mid America Pipeline Company, LLC. The rights-of-way will be used to construct, operate, and maintain a 16-inch diameter natural gas liquid product loop pipeline.

Your timely approval of the grant of easement will be greatly appreciated. If you should have any questions, please contact Mr. Akhtar Zaman, Director, Navajo Nation Minerals Department at (928) 871-6587.

Sincerely,


Joe Shirley, Jr.
President

ATTACHMENT

RSD/srm

EXHIBIT "B"

**AGREEMENT BETWEEN THE NAVAJO NATION AND
MID AMERICA PIPELINE COMPANY, LLC TO GRANT A
RIGHT-OF-WAY (ROW)**

The agreement ("Agreement") is made and entered into by and between the Parties, namely the Navajo Nation, a federally-recognized Indian Tribe, and Mid America Pipeline Company, LLC, a Delaware Corporation, and a subsidiary of Enterprise Products Partners L.P, ("Enterprise") 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,

Mid America Pipeline Company, LLC
c/o Land Department
2727 North Loop West
Houston, Texas 77008
(Referred to as "MAPL")

RECITALS

WHEREAS:

- A. MAPL owns existing pipelines and appurtenant and related facilities, which as of the date of execution of this Agreement, are situated upon Navajo Nation Trust and Fee Lands, and will expire on September 4, 2015.
- B. MAPL wishes to construct a new 16-inch pipeline loop. It crosses Navajo Nation Trust depicted in Exhibits "A-1, A-2, A-3, A-4, and A-5", and Navajo Nation Fee land shown in Exhibit 'A-6'.
- C. MAPL has submitted to the Navajo Nation and Secretary of the Interior an application ("Application") for grant of the ROW on Navajo Nation Trust Lands included in Exhibits "A-1, A-2, A-3, A-4, A-5". The ROW application of Fee land (Exhibit 'A-6') has been submitted to the Navajo Nation.
- D. The Parties desire that said Application be approved for the grant of the new additional ROW, by the Secretary of the Interior because the Navajo Nation will receive good and adequate consideration, for use of certain Navajo Nation Trust Lands from the term of the ROW grant.

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. Under Bureau of Indian Affairs regulations, grants of ROW across Trust Lands require consent of the Nation prior to the issuance of ROW by the Bureau of Indian Affairs.

"Navajo Nation Fee Land (Fee Land)" means those lands owned by the Navajo Nation and not held in trust by the United States. Grants of ROW on Fee Lands are not subject to the approval of the Secretary or his/her authorized representatives. The Navajo Nation can grant ROW and easements across Fee Lands

"Navajo Indian Country" means all lands within the exterior boundaries of the Navajo Nation.

"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 grant of easement by the Secretary of ROW on trust lands to MAPL as the Grantee, for the premises depicted in Exhibits "A-1, A-2, A-3, A-4, A-5". Which Right of way shall be contained in the conveyance document entitled "Grant of Easement for Rights-of-Way", referred to herein as "ROW Grant".

"ROW Grant on Navajo Fee Lands" means the form or grant of easement by the Navajo Nation on Fee lands to MAPL as Grantee for the premises depicted in Exhibit "A-6" to the Resources Committee Resolution 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 Grant of ROW Grant by the Secretary, and ROW located on Fee Lands approved by the Navajo Nation.

"Assign" or "Assignment" means the act of transferring, subleasing, selling, or otherwise conveying any type of legal property of 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 MAPL.

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

2. COVENANT TO CONSENT AND APPROVAL

The Navajo Nation agrees and covenants to contemporaneously consent to a "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. Further, pursuant to this Agreement, the Navajo Nation hereby approves the grant of those ROW located on its Fee Land, which is depicted in Exhibits "A-6".

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 ROW Grant.

4. NATURE OF ROW INTEREST

By execution of this Agreement, and by acceptance of the ROW Grant, MAPL 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 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 MAPL other than the limited easement depicted in Exhibits "A-1, A-2, A-3, A-4, A-5, A-6".

5. LIMITED USE

The use of the ROW Premises shall be strictly limited to the transportation of natural gas liquids and to the operation, repair, and maintenance, of existing natural gas liquids pipelines, and related facilities as depicted in Exhibits "A-1, A-2, A-3, A-4, A-5, A-6". Any other use of the ROW Premises, including but not limited to the transportation via pipeline of any product or material other than natural gas liquids, 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 at 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 of 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 ROW Grant.

C. Use by 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 other wise burden the ROW, the Navajo Nation agrees to notify MAPL and commence good faith consultation with MAPL 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 MAPL to indemnify, defend, and hold MAPL harmless 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 ROW on Navajo Nation Trust and Fee lands shall expire on September 4, 2015. The term of the Temporary Construction Easement will expire one year after the grant of easement by the Secretary.

8. CONSIDERATION

A. Payment

MAPL shall pay \$237,901.77 to the Navajo Nation within ten (10) days of execution of this Agreement by the Navajo Nation.

9. OWNERSHIP OF FACILITIES

Notwithstanding the termination of this 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 MAPL for so long as the

ROW Grant on Navajo Nation Trust and Fee Lands remains in effect, and shall remain the property and legal responsibility of MAPL.

10. MAINTENANCE, RECLAMATION AND SAFETY

MAPL 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 ROW Grant, and all vegetation and any other materials cut, uprooted, or otherwise accumulated during Enterprise's activities under this Agreement or the ROW Grant shall be promptly disposed of in a safe manner, or used in an environmentally compatible manner, according to the applicable Navajo Nation and/or federal laws and regulations.

B. Property and Improvements

MAPL agrees, at all times during the term of the ROW, at MAPL'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

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

D. Erosion

MAPL agrees that where soil deterioration or erosion is caused by its activities under this Agreement or 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

MAPL 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 MAPL's use or occupancy of the ROW.

12. SURFACE AND OTHER DAMAGES

MAPL 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 MAPL's activities pursuant to this Agreement or the ROW Grant involve the disturbance of any lands or surface interests. MAPL 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 MAPL's activities under this Agreement and/or ROW Grant. In the event that the amount of actual damages cannot be agreed upon by Enterprise, 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, MAPL shall not Assign any rights or interest in this Agreement, to 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 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 MAPL to an Affiliate of Enterprise, and such Assignment shall not require payment of any additional consideration, *provided that* Enterprise 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 Enterprise and its Affiliate(s), and Enterprise, hereby agrees to cooperate with such inquiry by providing to the Navajo Nation all necessary documents and other reasonably required information.

14. NO ENCUMBERANCE

MAPL shall not pledge, mortgage, or other wise encumber the ROW, 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 Executive Director of the Navajo Nation Division of Natural Resources shall notify MAPL of the preliminary decision.

B. Opportunity to Cure

MAPL 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 Executive Director of the Navajo Nation Division of Natural Resources may thereafter issue a formal "Notice of Termination" to MAPL 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. Petition for Cancellation of Renewal of 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 ROW Grant issued by the Secretary. The action by the Resources Committee to terminate the ROW on Fee land, shall be deemed to the final action by the Navajo Nation to terminate the ROW on Fee land.

D. 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 MAPL 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 ROW Grant that MAPL 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.

16. PROCEDURE UPON TERMINATION**A. Delivery of ROW**

Upon expiration of this Agreement, or termination of the ROW by MAPL or upon cancellation or revocation of the ROW Grant by the Secretary, MAPL 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 MAPL of the ROW Premises shall include delivery of any pipelines, and related facilities as depicted in Exhibits "A-1, A-2, A-3, A-4, and A-5" that are affixed to the real property within the ROW Premises. Upon the written request of the Navajo Nation, MAPL shall provide the Navajo Nation, at MAPL'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 the Navajo Nation for prospective periods of occupation, use, or burden of the ROW Premises.

In case the Navajo Nation decides not to take over the pipelines and facilities at the expiration or termination of the ROW, MAPL shall abandon and reclaim the land encompassed in the ROW in accordance with the Federal and Navajo Nation policies and procedures, rules, and regulations. The abandonment and reclamation operation shall be coordinated with Navajo Nation Environmental Protection Agency.

The above procedure shall apply when the Navajo Nation terminates the ROW on Fee land (Exhibit 'A-6)

B. Holding Over

Holding over by MAPL after the expiration of the ROW, or after cancellation or revocation of the ROW Grant by the Secretary for "Trust land and by the Navajo Nation Fee land, shall not constitute a renewal thereof or give MAPL any rights in or to the ROW Premises. Holding over after termination of this Agreement pursuant to paragraph ROW Premises. Holding over after termination of this Agreement pursuant to paragraph 15 shall not give MAPL any rights via this Agreement in or to the ROW Premises.

17. AGREEMENT TO ABIDE BY LAWS

In all activities concerning the subject matter of this Agreement, the ROW, and/or the ROW Grant, that are conducted or caused to occur by MAPL within the ROW Premises and/or within the Navajo Indian Country, MAPL 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 Nation Business and Procurement Act, 12 N.N.C. §§ 1501 *et seq.*;
- (f.) All applicable Navajo Nation taxes, 24 N.N.C. §§ 101 *et seq.*, and accompanying regulations.

18. 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 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 ROW Grant.

Further, the Parties hereby expressly accept, agree, and acknowledge that MAPL, by execution of this Agreement and acceptance of the Renewal of ROW Grant, enters into and 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, MAPL 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, MAPL retains the right to challenge such taxes on the same grounds that MAPL could raise against a substantially similar challenge against a state of the United States.

19. LAW GOVERNING AGREEMENT

Laws and regulations governing this Agreement and 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.

20. FORUM SELECTION

MAPL 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 proceeding in such forums are exhausted, then, in the U.S. District Court and appropriate federal appellate courts. Enterprise shall have no right to bring an action against the Navajo Nation in any other forum.

21. LIMITED CHALLENGES

By execution of this Agreement, MAPL covenants and agrees, for the duration of this Agreement and 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 MAPL in a similar challenge to the jurisdiction of any state government of the United States.

22. 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.

23. TERM OF THIS AGREEMENT

This Agreement shall be in full force and effect as of its Effective Date until September 4, 2015. This Agreement shall expire on its own terms as of the expiration date 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 ROW Grant, and any continuation of the ROW Grant shall not be affect the implementation, occurrence, or date of termination of this Agreement by the Navajo Nation pursuant to paragraph 16.

24. 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.

25. 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 MAPL, and the term "MAPL" whenever used herein shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees, agents, contractors, and subcontractors.

26. NOTICES AND DEMANDS

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

Mid America Pipeline Company, LLC
c/o Enterprise Products Pipeline, LLC
Attention: Land Department
2727 North Loop West
Houston, TX 77008

27. 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 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 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 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, lightning, 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.

28. 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 provision 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 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.

29. 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.

30. WAVIER

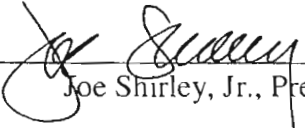
No term, condition, or covenant contained in this Agreement may be waived or released in any manner by either Party without the express intention to do so contained in a written document validly executed by the waiving Party.

31. 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.

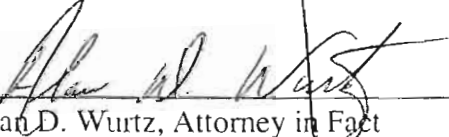
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the most recent dated indicated below.

THE NAVAJO NATION

By: 
Joe Shirley, Jr., President

Date: September 22, 2006

MID AMERICA PIPELINE COMPANY, LLC

By: 
Alan D. Wurtz, Attorney in Fact

Date: September 13, 2006



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Navajo Area Office

P.O. Box 1060

Gallup, New Mexico 87305-1060

tribe
TAKE
PRIDE IN
AMERICA

ARES/542

SEP 27 1995

Mr. Gary Harkey
Project Manager
Mid-America Pipeline Company
1800 South Baltimore Avenue
Tulsa, OK 74119-5284

Dear Mr. Harkey:

Enclosed for your information and use is an approved Grant of Easement for Right-of-Way. The right-of-way project is for a 10" liquid gas product pipelines known as the "El Paso Chaco Laterals." The project is across Navajo Tribal Trust and Allotted lands within Navajo Indian Irrigation Project, San Juan County, New Mexico.

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

Sincerely,


Acting Area Director

Enclosures

EXHIBIT C

TRIBAL XXXXX
INDIVIDUALLY OWNED XXXXX
GOVERNMENT OWNED _____
RIGHT-OF-WAY Un-numbered
REFERENCE NO. E-NM-95-17

EXHIBIT C

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 Redelelegation Order 209 DM 8, Secretary's Order Nos. 3150 and 3177, and 10 BIAM 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 \$1,130,266.25 and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to the MID-AMERICA PIPELINE COMPANY, a Delaware Corporation, 1800 South Balitimore Avenue, Tulsa, Oklahoma 74119-5284, hereinafter referred to as "Grantee", an easement for right-of-way for the following purpose(s), namely: Construction, operation, maintenance and other related facilities of a 10" Liquid Gas Product Pipelines known as "Chaco Laterals," 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(s) Consisting of One (1) Sheet, marked Exhibit "B", attached hereto, is limited to and more particularly described as a strip of land fifty (50) feet in width across Navajo Allotted and Tribal Trust lands within Navajo Indian Irrigation Project, located in Sections 23, 22, 21, 20, and 19, Township 26 North, Range 11 West and Sections 23, 22 and 21, Township 26 North, Range 12 West, NMPM, San Juan County, New Mexico; being 45,853.1 feet, 2,778.98 rods or 8.684 miles in length, and containing 52.63 acres, more or less. Said right-of-way is distributed as follows:

	<u>Length-Feet</u>	<u>Rods</u>	<u>Miles</u>	<u>Acres</u>	<u>Consideration</u>
Allotted Lands	10,908.3	661.11	2.066	12.52	\$ 17,927.75
Navajo Tribal Trust	34,944.8	2,117.87	6.618	40.11	1,111,876.50 *
Tribal Escheat	_____	_____	_____	_____	462.00
TOTAL	45,853.1	2,778.98	8.684	52.63	\$1,130,266.25

Said easement across Navajo Tribal Trust lands for the right-of-way shall be eighty (80) feet wide during the construction of the pipelines unless it is essential to exceed this limit due to specific construction requirements, environmental and archaeological reasons and shall be fifty (50) feet wide for permanent right-of-way.

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

This easement across Navajo Tribal Trust lands is subject to the terms and conditions contained in the Resource Committee's Resolution Number RCAU-204-95, Navajo Nation Council, dated August 24, 1995 and the Memorandum of Understanding between the Navajo Nation and Mid-America Pipeline Company, dated September 5, 1995.

* Consideration for the right-of-way across Navajo Tribal Trust lands, is in accordance with the terms and conditions set forth in the Memorandum of Understanding, dated September 5, 1995.

Said easement is subject to "Navajo Area Land Clearing, Excavation and Reclamation Stipulations for Rights-of-Way Over Indian Lands."

Said easement is subject to:

1. Existing right-of-way easements for Bureau of Reclamation, New Mexico State Highway Department for Route 44, San Juan County Road No. 7024, El Paso Natural Gas Company for a pipeline and Public Service Company of New Mexico for 345 kV transmission line and the owner's stipulations for crossing same.
2. Said easement is subject to prior written approval on any assignment(s) of the right-of-way by the Navajo Nation and Secretary of the Interior.
3. Navajo Indian Irrigation Project stipulations as follows:

The pipeline will be so installed that it will not interfere with the construction and/or development of the area for agricultural purposes and/or operation of same in connection with the Navajo Indian Irrigation Project. Any changes or relocations found to be necessary during said construction and/or development will be accomplished by Mid-America Pipeline Company's expense.

In addition, the pipeline will be buried to a depth of 48 inches and any permanent metering and production equipment installed at the actual site will conform to "no well and/or production equipment within irrigable fields of the Navajo Indian Irrigation Project will exceed two feet above natural surface elevation and be adequately barricaded for safety." Further, if crops are planted prior to accomplishment of the pipeline work, surface damages must be negotiated with Navajo Agricultural Products Industry.

4. Bureau of Indian Affairs, Area Forestry stipulations on "Tree and Brush Disposal Requirements" attached as Exhibit "D."
5. Navajo Historic Preservation stipulations as follows:

A qualified archaeologist shall be present and monitor all activities during the construction.

If any previously unrecorded and/or undetected cultural material be discovered during the construction or maintenance operations, all work must cease in the immediate area of the exposed resources. Notify the Navajo Area Archaeologist to arrange an on-site inspection to determine the significance and disposition of the archaeological remains.

All maintenance of this pipeline system shall be restricted to the original construction trench. Grantee shall obtain archaeological clearance(s) for any new construction activity within the right-of-way corridor.

This easement is subject to any valid existing right or adverse claim and is for a term of years ending September 4, 2015, 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 or the applicable regulations.

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

EXHIBIT C

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 contained in the Memorandum of Understanding, dated September 5, 1995 between the Navajo Nation (Tribe) and Mid-America Pipeline Company.

F. Failure to comply with the terms and conditions contained in the Resource Committee's Resolution Number RCAU-204-95, Navajo Nation Council, dated August 24, 1995.

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 27th day of September, 1995.

UNITED STATES OF AMERICA

By Melvin Rousseau
Area Director

U.S. Department of The Interior
Bureau of Indian Affairs
P.O. Box 1060
Gallup, New Mexico 87305-1060



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

EXHIBIT C

Mr. Gary Harkey
Project Manager
Mid-America Pipeline Company
1800 South Baltimore Avenue
Tulsa, OK 74119-5284

SEP 27 1995

Dear Mr. Harkey:

Enclosed for your information and use is an approved Grant of Easement for Right-of-Way. The right-of-way project is known as the "Four Corners Loop." The project is for a 12" liquid natural gas product pipelines crossing Navajo Tribal Trust and Allotted lands. The pipelines are situated in various sections of Townships 20, 21, 22, 23, 24 and 25 North, Ranges 5, 6, 7, 8, 9 and 10 West; and Section 17, Township 18 North, Range 3 West, NMPM, located in Sandoval, McKinley, Rio Arriba and San Juan Counties, New Mexico.

This right-of-way easement include Navajo Allotment Nos. 91, 147, 153, 154, 182, 435, 446, 449, 450, 451, 456, 457, 459, 463, 464, 465, 468, 469, 1688, 1717, 011133, 011155, 011156, 011157, 011158, 011159, 011164, 011166, 011167, 011358, 011359, 011360, 011362, 011265, 011396, 011447, 011450, 046437, 060230, 060246, 060247, 064138 and 077076.

Upon completion of construction, please submit an affidavit of completion within thirty (30) days to Area Real Estate Services in accordance with 25 CFR 169.16.

Sincerely,

Acting Area Director

Enclosures

TRIBAL	XXXXX
INDIVIDUALLY OWNED	XXXXX
GOVERNMENT OWNED	
RIGHT-OF-WAY	Un-numbered
REFERENCE NO.	E-NM-95-18

EXHIBIT C

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 Redelelegation Order 209 DM 8, Secretary's Order Nos. 3150 and 3177, and 10 BIAM 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 \$1,490,055.12 and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to Mid-America Pipeline Company, a Delaware Corporation of 1800 South Baltimore Avenue, Tulsa, Oklahoma 74119-5284, hereinafter referred to as "Grantee", an easement for right-of-way for the following purpose(s), namely: Construction, operation, maintenance and other related facilities of a 12" Liquid Natural Gas Product Pipelines known as the "Four Corners Loop Project," crossing in and upon the following described lands located in the Counties of San Juan, McKinley, Sandoval and Rio Arriba, State of New Mexico.

The said easement as shown on the Map consisting of two (2) sheets, marked Exhibit "B", attached hereto, is limited to and more particularly described as a strip of land fifty (50) feet in width across Navajo Allotted and Tribal Trust lands, located in various sections of Townships 20, 21, 22, 23, 24 & 25 North, Ranges 5, 6, 7, 8, 9 & 10 West, and Section 17, Township 18 North, Range 3 West, NMPM, San Juan, McKinley, Sandoval and Rio Arriba Counties, New Mexico; being 136,138.0 feet, 8,250.78 rods or 25.785 miles in length and containing 156.273 acres, more or less. Said right-of-way is distributed as follows:

	Feet	Rods	Miles	Acres	Consideration
Allotted	93,167.0	5,646.48	17.647	106.949	\$ 157,137.12
Tribal Escheat					8,321.25
Tribal Trust	<u>42,971.0</u>	<u>2,604.30</u>	<u>8.138</u>	<u>49.324</u>	<u>1,324,596.75*</u>
TOTAL	136,138.0	8,250.78	25.785	156.273	\$1,490,055.12

Said easement across Navajo Tribal Trust lands for the right-of-way shall be eighty (80) feet wide during the construction of the pipelines unless it is essential to exceed this limit due to specific construction requirements, environmental and archaeological reasons and shall be fifty (50) feet wide for permanent right-of-way.

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

This easement across Navajo Tribal Trust lands is subject to the terms and conditions contained in the Resource Committee's Resolution Number RCAU-204-95, Navajo Nation Council, dated August 24, 1995 and the Memorandum of Understanding between the Navajo Nation and Mid-America Pipeline Company, dated September 5, 1995.

*Consideration for the right-of-way crossing Navajo Tribal Trust lands, is in accordance with the terms and conditions set forth in Memorandum of Understanding dated September 5, 1995.

Said easement is subject to "Navajo Area Land Clearing, Excavation and Reclamation Stipulations of Rights-of-Way Over Indian Lands."

EXHIBIT C

Said easement is subject to:

- 1) Crossing right-of-way easements for New Mexico State Highway Department for Routes 44 and 199, BIA Roads N474 and other existing roads/utilities and the owner's stipulations for crossing same.
- 2) Said easement is subject to prior written approval on any assignment(s) of the right-of-way by the Navajo Nation and Secretary of the Interior.
- 3) Said easement is subject to the stipulations as follows:

The pipeline will be so installed that it will not interfere with the construction and/or development of the area for agricultural purposes and/or operation of same in connection with the Navajo Indian Irrigation Project. Any changes or relocations found to be necessary during said construction and/or development will be accomplished by Mid-America Pipeline Company's expense.

In addition, the pipeline will be buried to a depth of 48 inches and any permanent metering and production equipment installed at the actual site will conform to "no well and/or production equipment within irrigable fields of the Navajo Indian Irrigation Project will exceed two feet above natural surface elevation and be adequately barricaded for safety." Further, if crops are planted prior to accomplishment of the pipeline work, surface damages must be negotiated with Navajo Agricultural Products Industry.

- 4) Said easement is subject to compliance with "Tree and/or Brush Disposal Requirements" by the Bureau of Indian Affairs, Navajo Area Branch of Forestry.
- 5) Navajo Historic Preservation stipulations as follows:

A qualified archaeologist shall be present and monitor all activities during the construction.

Should any previously unrecorded and/or previously undetected cultural material be discovered during construction or maintenance operations all work must cease in the immediate area of the exposed resources. The Navajo Area Archaeologist should be notified to arrange an on-site inspection to determine the significance and disposition of the archaeological remains.

All maintenance of this pipeline system shall be restricted to the original construction trench. Grantee shall obtain archaeological clearance(s) for any new construction activity within the right-of-way corridor.

This easement is subject to any existing right or adverse claim and is for a term of years ending September 4, 2015, 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.

EXHIBIT C

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 contained in the Memorandum of Understanding dated September 5, 1995, between the Navajo Nation (Tribe) and Mid-America Pipeline Company.

F. Failure to comply with the terms and conditions contained in the Resource Committee's Resolution Number RCAU-204-95, Navajo Nation Council, dated August 24, 1995.

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 27th day of September, 1995.

UNITED STATES OF AMERICA

By

Melvin L. Luman
Acting Area Director

U.S. Department of The Interior
Bureau of Indian Affairs
P.O. Box 1060
Gallup, New Mexico 87305-1060



THE
NAVAJO
NATION

NAVAJO NATION MINERALS DEPARTMENT

P. O. Box 1910

Window Rock, Arizona 86515

(520) 871-6587, FAX: (520) 871-7095

ALBERT A. HALE
PRESIDENT

THOMAS E. ATCITY
VICE PRESIDENT

EXHIBIT C

Mr. Wilson Barber, Area Director
Navajo Area Office
Bureau of Indian Affairs
P.O. Box 1060
Gallup, New Mexico 87305-1060

Subject: **Approving Rights-of-Way for Mid America Pipeline Company**

Dear Mr. Barber:

The Resource Committee by resolution RCAW-204-95 dated August 24, 1995 approved rights-of-way for Mid-America Pipeline Company (Mid-America) for the operation, construction, and maintenance of liquid natural gas product pipelines.

The Resources Committee resolution and five (5) copies of a Memorandum of Understanding stipulating the terms and conditions of the rights-of-way between The Navajo Nation and Mid America are enclosed for your approval.

If you have any questions, please call Mr. Akhtar Zaman, Director, Minerals Department at (520) 871-6587.

Sincerely,

THE NAVAJO NATION

Albert Hale
President

Enclosures

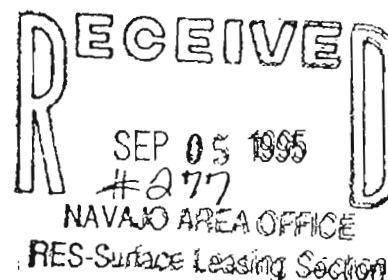


EXHIBIT C

RESOLUTION
OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

Approving Rights-of-Way for Mid America Pipeline Company
for the Construction, Operation and Maintenance of
Liquid Natural Gas Product Pipelines

WHEREAS:

1. The Resources Committee of the Navajo Nation Council is authorized by 2 N.T.C. § 695 (b) (2), as amended by CN-72-92, to approve rights-of-way on the Navajo Nation; and
2. Mid America Pipeline Company (Mid America), a Delaware Corporation, has applied for rights-of-way to construct, operate and maintain liquid gas product pipelines. The terms and conditions governing the rights-of-way are set forth in the Memorandum of Understanding (MOU), attached as Exhibit "A"; and
3. The total length of the rights-of-way is 4,657.62 rods, more or less. It crosses the Nation's lands, including eleven (11) allotments in which the Nation has De Minimis Escheat interests. The location of the rights-of-way are shown on Exhibit "B" and the Nation's escheated interests on the eleven (11) allotments are shown on Exhibit "C"; and
4. Mid America has obtained the consent of the affected land users. The rights-of-way are located within Huerfano, Torreon, Counselor, Ojo Encino, and Nageezi Chapters. Resolutions from the chapters supporting the project are attached as Exhibit "D"; and
5. Mid America has paid applicable filing and processing fees; and
6. All environmental and archaeological clearances have been obtained; and
7. The company has paid \$2,445,250.50 rights-of-way consideration to the Nation. If the rights-of-way are not approved by the Nation in a timely manner, Mid America reserves the right to request a full refund (less the accrued interest) of the consideration paid to the Nation (Exhibit "E"); and
8. The total length of the pipeline project is approximately 400 miles out of which only 14.56 miles is on the Nation's land. However, Mid America has made its decision to apply the Navajo Nation Employment Preference Law to the entire project; and
9. The consent of Navajo Agricultural Products Industry (NAPI) is attached as Exhibit "F".

NOW THEREFORE BE IT RESOLVED THAT:

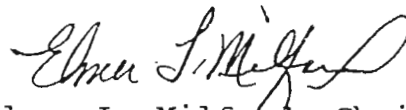
1. The Resources Committee of the Navajo Nation Council approves Mid America's rights-of-way for the construction, operation and maintenance of liquid natural gas product pipelines.

2. The Resources Committee approves the terms and conditions of the rights-of-way to be granted as set forth and incorporated herein by the Memorandum of Understanding and attached hereto as Exhibit "A".

2. The Resources Committee of the Navajo Nation Council authorizes the President of the Navajo Nation to execute the Memorandum of Understanding and all other documents which are essential to fulfill the intent of this resolution.

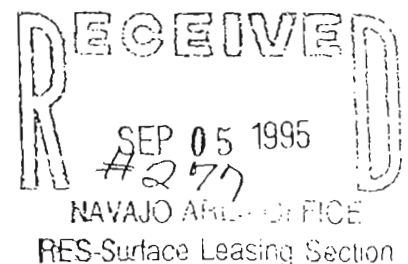
CERTIFICATION

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 6 in favor, 0 opposed and 0 abstained, this 24th day of August, 1995.



Elmer L. Milford, Chairperson
Resources Committee

Motion: George Arthur
Second: Thomas Notah



MEMORANDUM OF UNDERSTANDING

EXHIBIT C

This Memorandum of Understanding (MOU) is made and entered into this 5th day of September, 1995, by and between Mid America Pipeline Company (Mid America), a Delaware Corporation, and the Navajo Nation (Nation).

WHEREAS, Mid America seeks to acquire certain rights-of-way from the Nation approximately 4,657.62 rods in length, including 16.72 rods which is the Nation's allocated share on eleven allotments where the Nation has De Minimis Escheat interests; and

WHEREAS, the rights-of-way shall be used for the construction, operation and maintenance of a 10 inch diameter and a 12.75 inch diameter product lines for the transportation of liquified natural gas. The 10 inch diameter pipeline is known as the Chaco Lateral and the 12.75 inch pipeline which parallels Mid America's product lines is known as the Four Corners Loop; and

WHEREAS, this MOU shall govern the terms and conditions of the rights-of-way when granted to Mid America.

ACCORDINGLY, IT IS COVENTED, AGREED AND UNDERSTAND THAT:

1. Subject to the terms and conditions specified in this MOU, the Nation grants Mid America to acquire approximately 4,657.62 rods of rights-of-way from the Nation. The width of the rights-of-way shall be eighty (80) feet during the construction of the pipeline unless it is essential to exceed this limit due to specific construction requirements, environmental and archaeological reasons and shall be fifty (50) feet wide after construction. The rights-of-way location and description are shown and described as an Exhibit "B".
2. The Effective Date of the rights-of-way is the date this MOU is approved by the Resources Committee of the Navajo Nation Council.
3. The term of the rights-of-way shall be twenty (20) years from the Effective Date of this MOU.
4. The rights-of-way shall be used for the construction, operation and maintenance of a 10 inch and a 12.75 inch product (liquid natural gas) lines and related facilities only.
5. Mid America has paid the Nation \$2,445,250.50 for the rights-of-way which includes Nation's share of payments for rights-of-way located on the escheated allotted lands.

If the Nation does not approve the rights-of-way by August 15, 1995, Mid America reserves the right to request a full refund of the consideration paid to the Nation. The consideration, less the accrued interest, shall be returned to Mid America within ten (10) days of the date the request is made by Mid America.

If the final as-built rights-of-way exceeds 4,657.62 rods, then an additional payment shall be due to the Nation based upon the following formula for the additional rods:

$$\frac{\$2,445,250.50}{4,657.62} \times \frac{\text{CPI for the month when payment is made}}{\text{CPI for June, 1995}} \times \text{Additional rods}$$

NOTE: *CPI is Consumer Price Index, U.S. City Average for all Urban Consumers.

6. In addition to the Nation's consideration, Mid America or its authorized agent(s) will pay all required processing and permitting fees and land user's compensation.

7. It is agreed and understood that the terms and conditions of this MOU are applicable only to Navajo lands held in trust by the United States, including lands where the Nation has undivided De Minimis Escheated Interests.

8. The MOU will not preclude the leasing and administration by the United States and the Nation of land subject to this agreement for the development of oil, gas and other minerals or any other land use. Mid America agrees and consents to the reasonable use of portions of the rights-of-way not actually occupied by its pipeline or related facilities for such drilling, mining, development and production of oil, gas or other minerals or any other land use; provided however, that such use shall not interfere with the use, maintenance and operation of any facilities maintained and operated by Mid America pursuant to this MOU.

9. Mid America agrees that where soil deterioration or erosion is caused by its activities on the rights-of-way, it will take such action as shall be required by either the Secretary of the Interior or his duly authorized representative or the Nation to correct or repair such deterioration and minimize such hazard.

10. Mid America agrees to construct or repair any roads, fences and trails destroyed or damaged by construction, repair or maintenance work and to build and maintain necessary and suitable crossings for all roads and trails that intersect any facilities constructed, and to promptly restore the lands to their original condition upon completion of construction, repair or maintenance activities, to the extent compatible with the purposes for which the rights-of-way are granted.

11. In the event that Mid America engages in repair or maintenance activities subsequent to construction, it will be obligated to promptly pay applicable surface damage compensation to the affected land users.

12. In the construction, maintenance and operation of the system on Nation lands, Mid America agrees to abide by the laws of the Nation regarding manpower utilization and preference in obtaining materials, equipment, goods, services and transportation. Preference will be given to Navajos to the extent required by applicable Nation laws, regulations and guidelines in the employment of all labor, skilled and unskilled. Wages paid Navajos shall not be less than those paid to non-Navajos of comparable experience and seniority for comparable work.

13. Mid America shall hold the Nation harmless and indemnify it against any or all claims for damages to property or injury to or death of any person directly or indirectly caused by the construction, operation or maintenance of the pipelines, and shall further hold the Nation harmless from and indemnify its against damage to or loss of property belonging to Mid America.

14. Mid America agrees that the United States, its successors and assigns, and the Nation reserves any prior existing rights or use any of the land under this MOU.

15. The grant of easement is for the construction, operation and maintenance of a 10 inch and a 12.75 inch diameter product pipelines for the transportation of liquid natural gas. Any physical expansion of the pipeline system or the transportation of any other product will require the prior approval of the Nation.

16. Mid America or its authorized agent(s) shall obtain all necessary tree cutting permits from the Nation's Forestry Department.

17. Mid America or its authorized agent(s) must obtain a water use permit from the Nation for the use of Nation's water during the construction, operation and maintenance of the pipeline.

18. Access to the rights-of-way during construction, maintenance and operation of the system shall be limited to existing public roads. All other roads would require access road rights-of-way from the Nation.

19. Mid America shall transport Nation owned liquid natural gas without discrimination.

20. Nothing contained in this MOU shall operate to delay or prevent a termination of Federal trust responsibilities with respect to any Nation land subject to the rights-of-way during the term of this MOU. Termination of such responsibilities, however, shall not affect the rights, duties and obligations of Mid America and the Nation under this MOU.

21. Mid America agrees to abide by all applicable laws and regulations of the Nation and the United States. Any judicial proceedings regarding this MOU shall be governed by the Courts of the Nation.

22. Any rights-of-way covered by this MOU will be subject to termination if abandoned or not in use for a consecutive two (2) year period after the Department of the Interior's final approval of the rights-of-way. Abandonment shall be conducted in accordance with the rules of the Nation and the United States.

23. Notice to any party hereto shall be in writing addressed to the respective party as follows:

The Navajo Nation
Division of Natural Resources
P.O. Box 9000
Window Rock, Arizona 86515

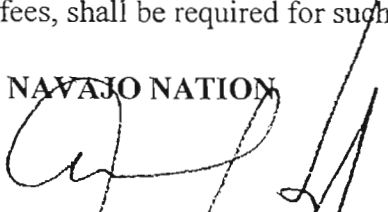
Bureau of Indian Affairs
Navajo Area Office
Window Rock, Arizona 86515

Mid America Pipeline Company
1800 South Baltimore Avenue
Tulsa, Oklahoma 74119-5284

24. This MOU represents the entire agreement between the Nation and Mid America, and shall not be modified except in writing, signed by duly authorized representatives of the parties.

25. This MOU shall be binding upon and shall inure to the benefit of the assigns or successors in interest of the parties. No assignment shall be made by Mid America without the express written consent of the Nation. Such consent shall not be unreasonably withheld and no additional consideration, except assignment filing fees, shall be required for such consent.

THE NAVAJO NATION

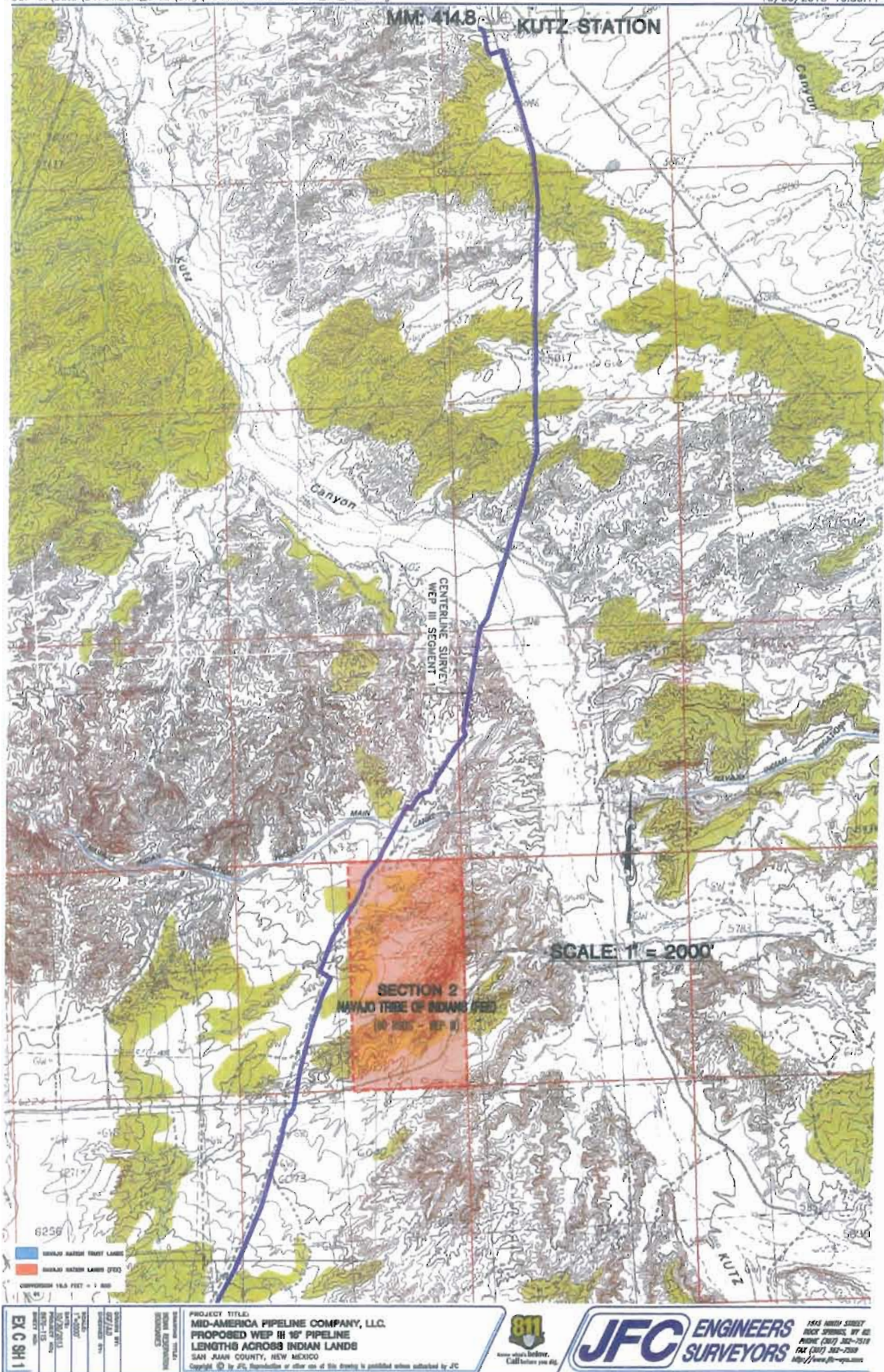
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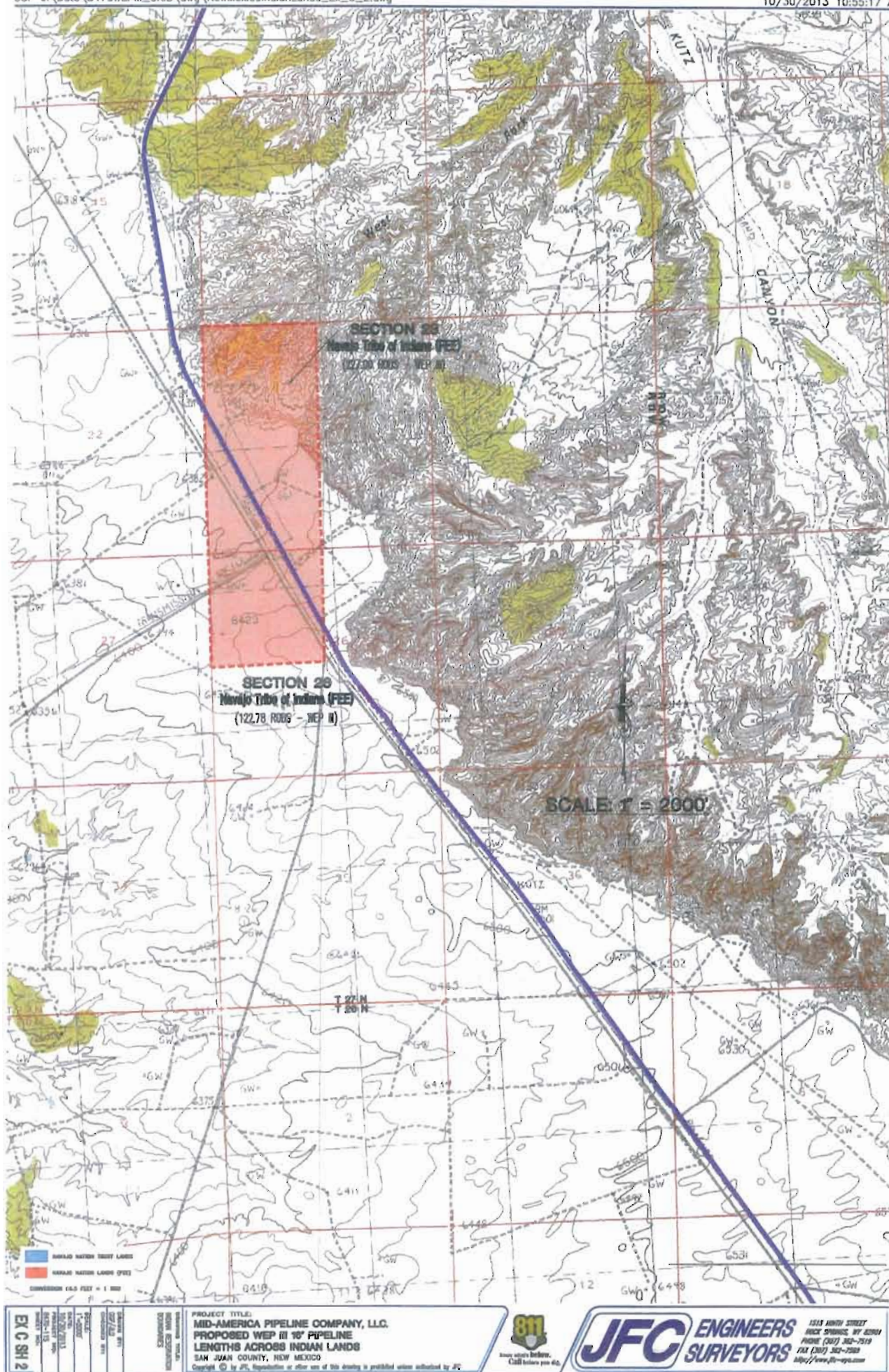
Albert Hale, President

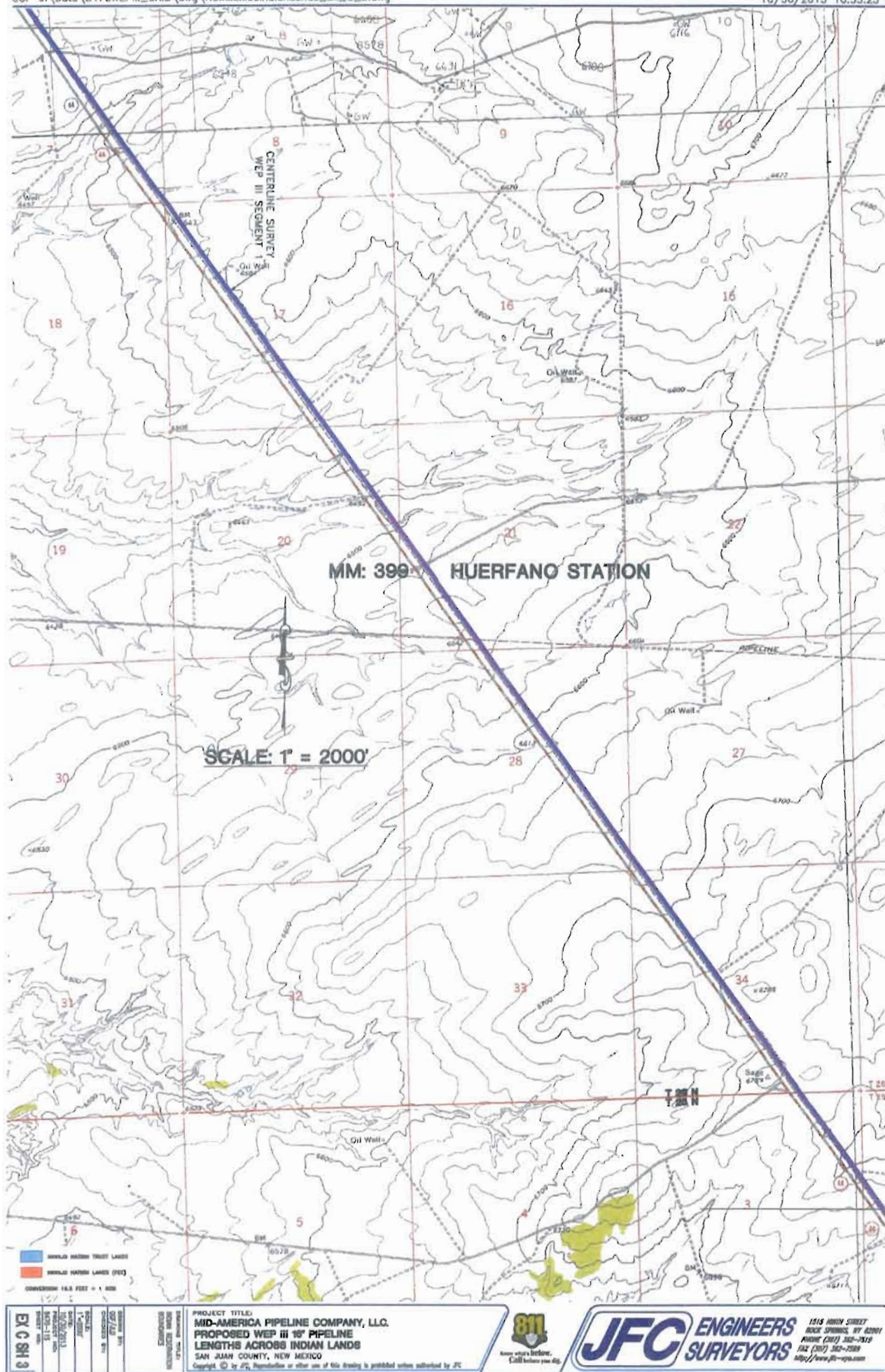
MID AMERICA PIPELINE COMPANY

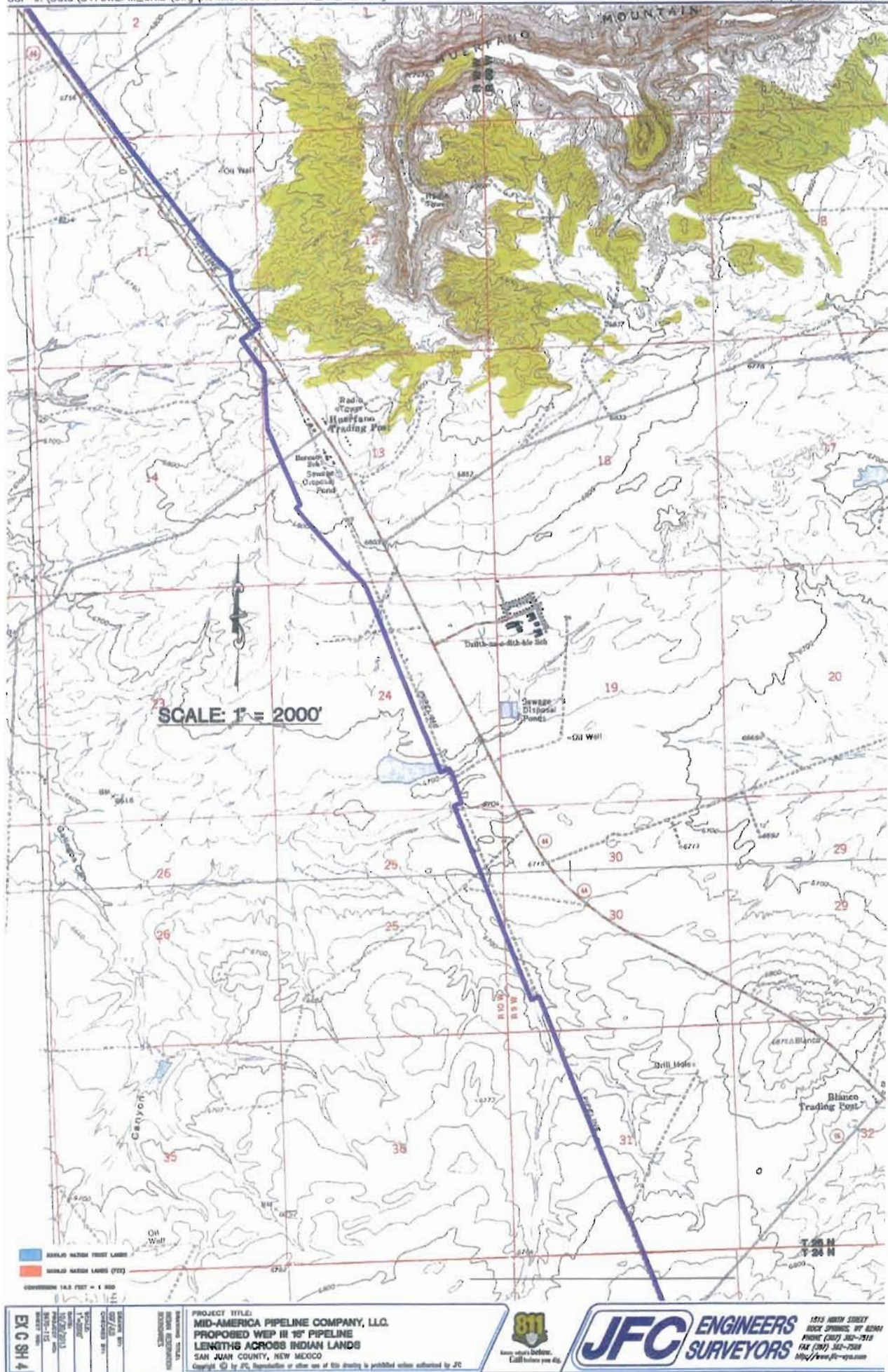
By: 

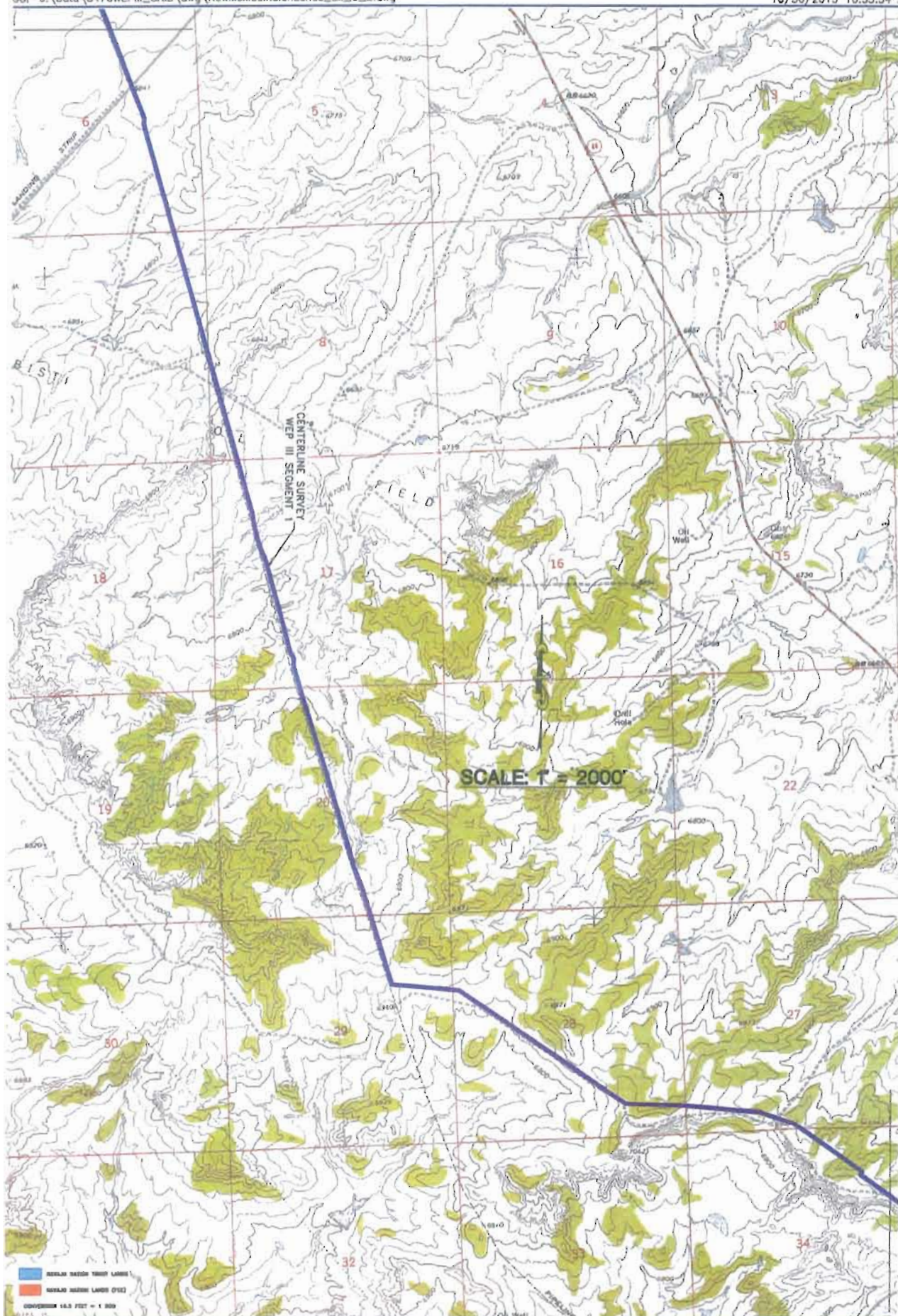
Gary Harkey, Project Manager











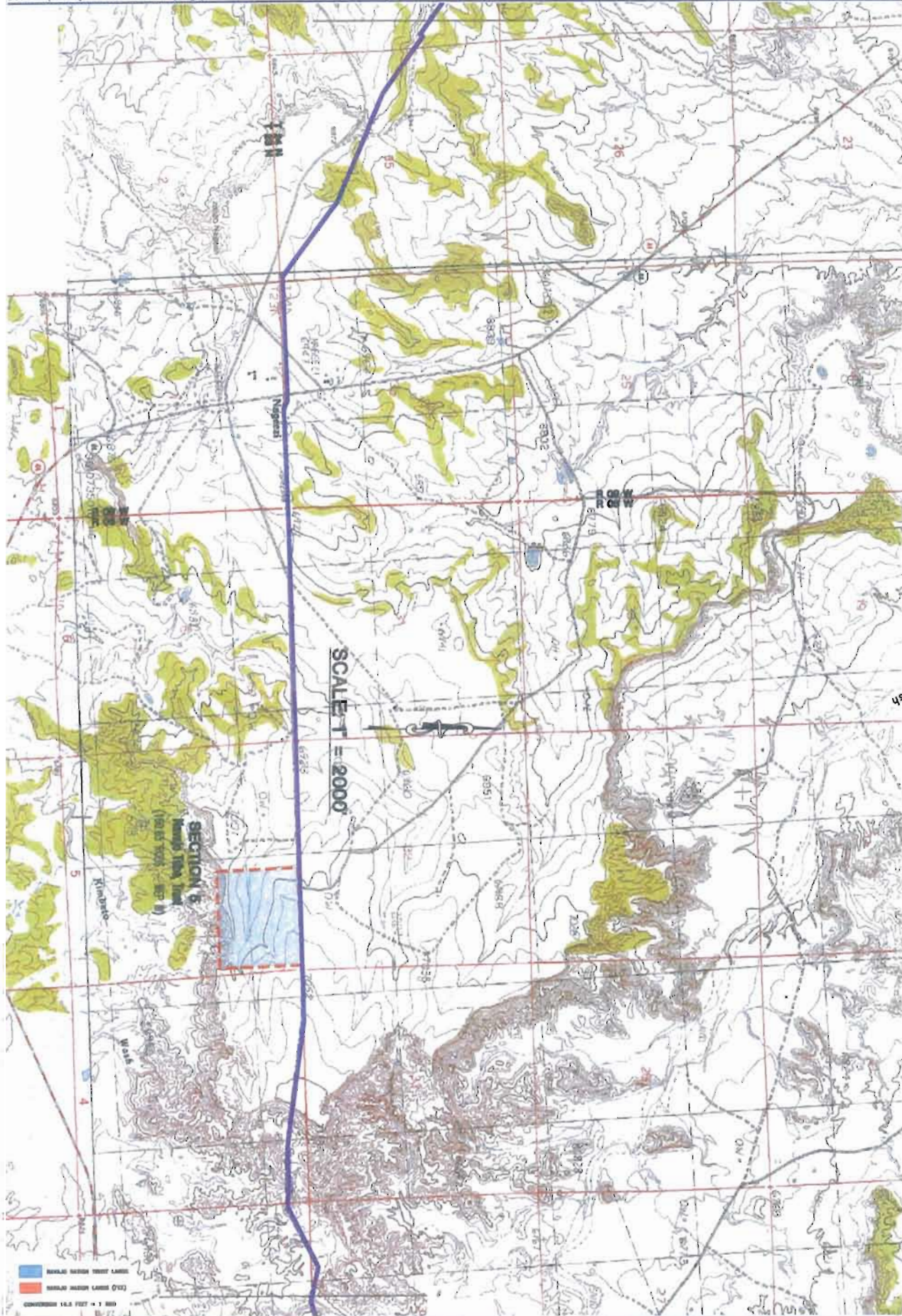
■ REGULAR SECTION TYPICAL LANDS
■ REGULAR SECTION TYPICAL LANDS
 CONVERSION 1:62.5 FEET = 1 INCH

EX C 811 6
 PROJECT NO.
 SHEET NO.
 DATE
 DRAWN BY
 CHECKED BY
 APPROVED BY

PROJECT TITLE:
 MID-AMERICA PIPELINE COMPANY, L.L.C.
 PROPOSED WEP III 15" PIPELINE
 LENGTHS ACROSS INDIAN LANDS
 SAN JUAN COUNTY, NEW MEXICO
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JFC ENGINEERS SURVEYORS
 1515 NORTH STREET
 BOISE SPRINGS, WY 82601
 PHONE (307) 362-7519
 FAX (307) 362-7500
<http://www.jfc-engineers.com>

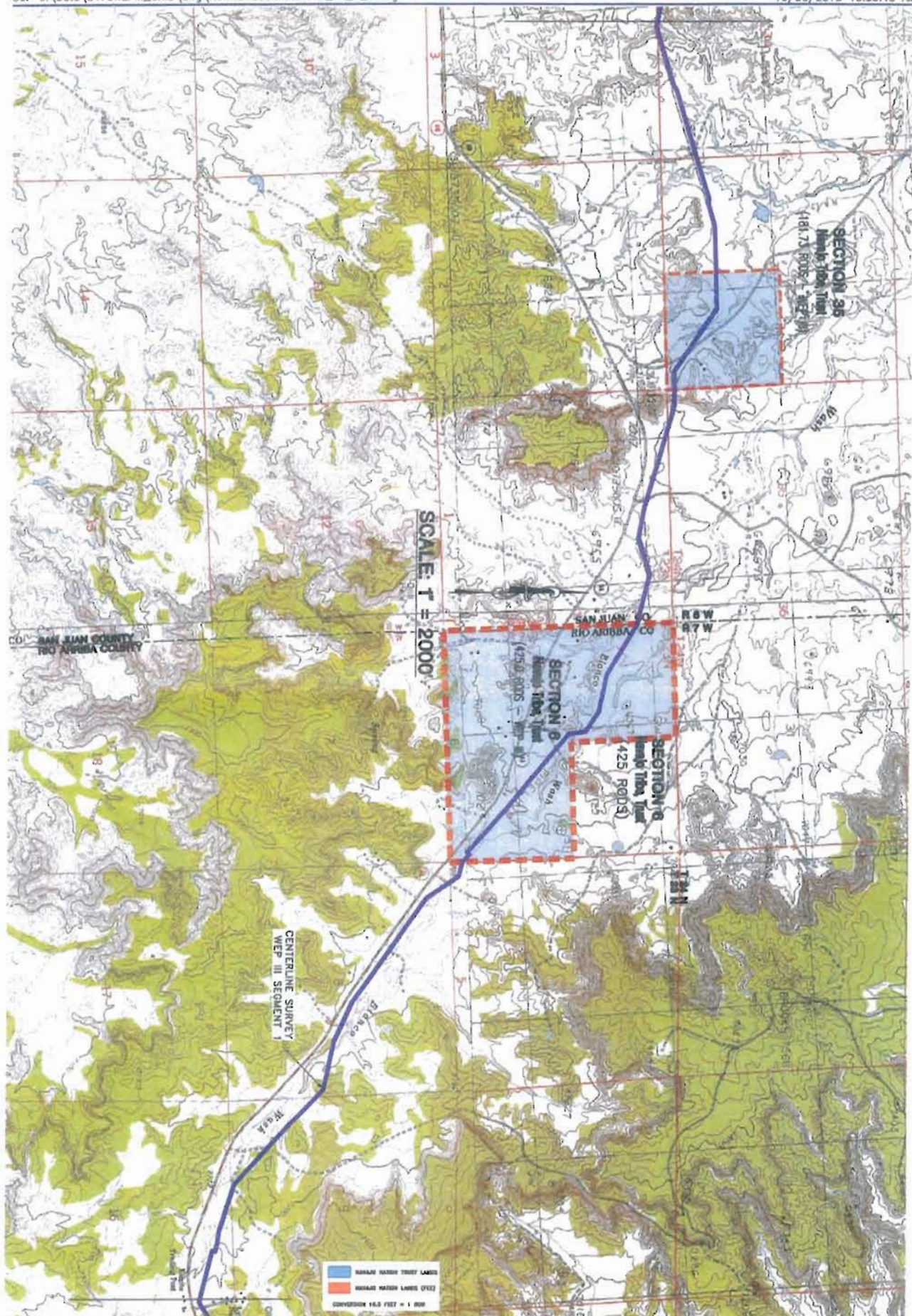


EX C SH 6

PROJECT TITLE:
MID-AMERICA PIPELINE COMPANY, L.L.C.
PROPOSED WEP III 16" PIPELINE
LENGTHS ACROSS INDIAN LANDS
SAH JAHAN COUNTY, NEW MEXICO



1518 INDIAN STREET
ROCK SPRING, WY 82071
PHONE (307) 362-7515
FAX (307) 362-7500
http://www.jfc-engineers.com



PROJECT TITLE:	MID-AMERICA PIPELINE COMPANY, LLC.
PROPOSED WEPIII 16" PIPELINE	
LENGTHS ACROSS INDIAN LANDS	
SAN JUAN COUNTY, NEW MEXICO	
DATE:	10/30/2013
BY:	JFC
CHECKED BY:	JFC
APPROVED BY:	JFC
EX C 311	

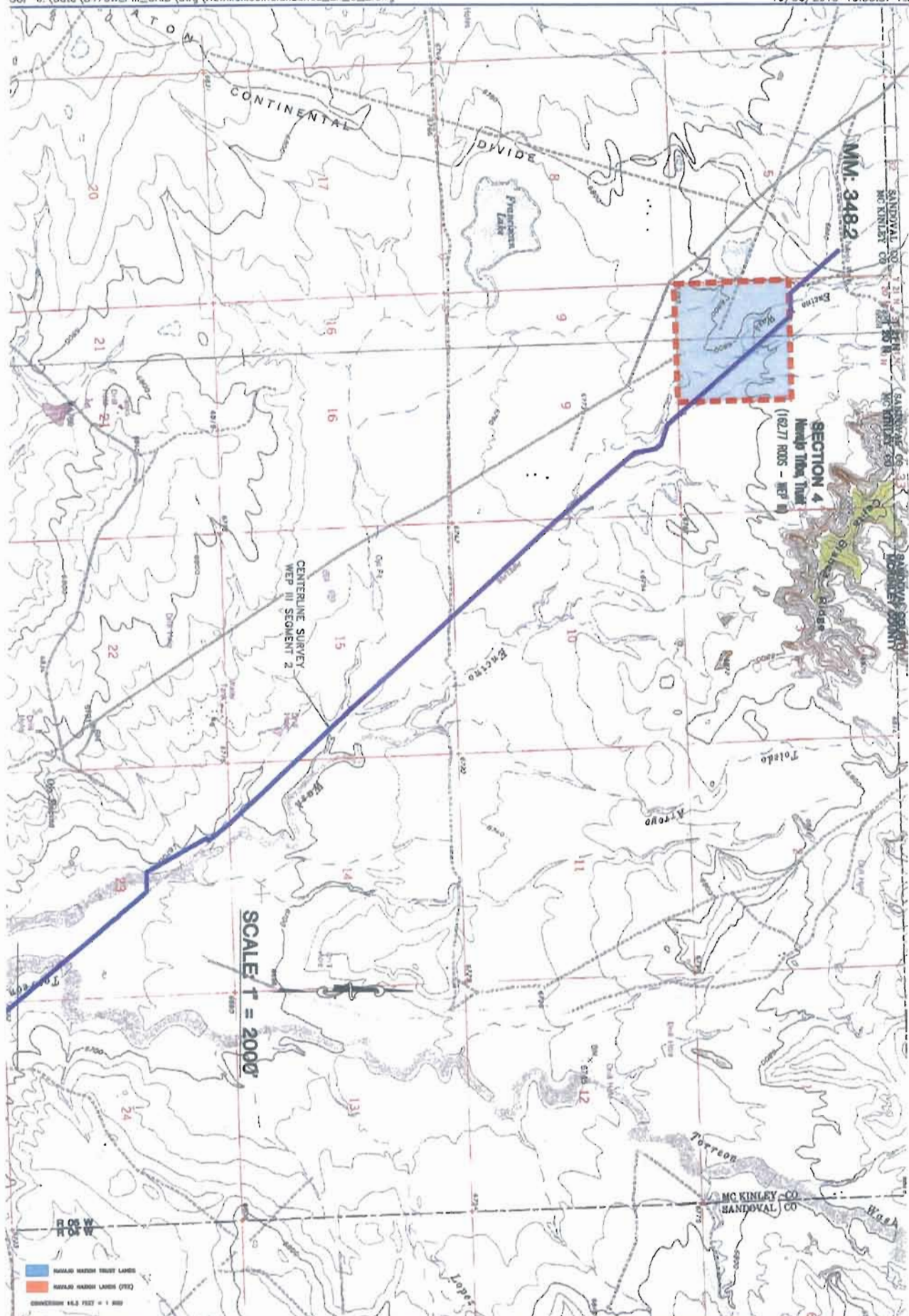
PROJECT TITLE:
MID-AMERICA PIPELINE COMPANY, LLC.
PROPOSED WEPIII 16" PIPELINE
LENGTHS ACROSS INDIAN LANDS
SAN JUAN COUNTY, NEW MEXICO

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JFC ENGINEERS SURVEYORS

1515 WHITE STREET
NICK SPRING, WY 82901
PHONE (307) 362-7518
FAX (307) 362-7500
http://www.jfc-engineers.com



EX C SH 9

SHEET NO.

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SHEET NO.

PROJECT TITLE:
MID-AMERICA PIPELINE COMPANY, LLC.
PROPOSED WEP III 16" PIPELINE
LENGTHS ACROSS INDIAN LANDS
SAN JUAN COUNTY, NEW MEXICO

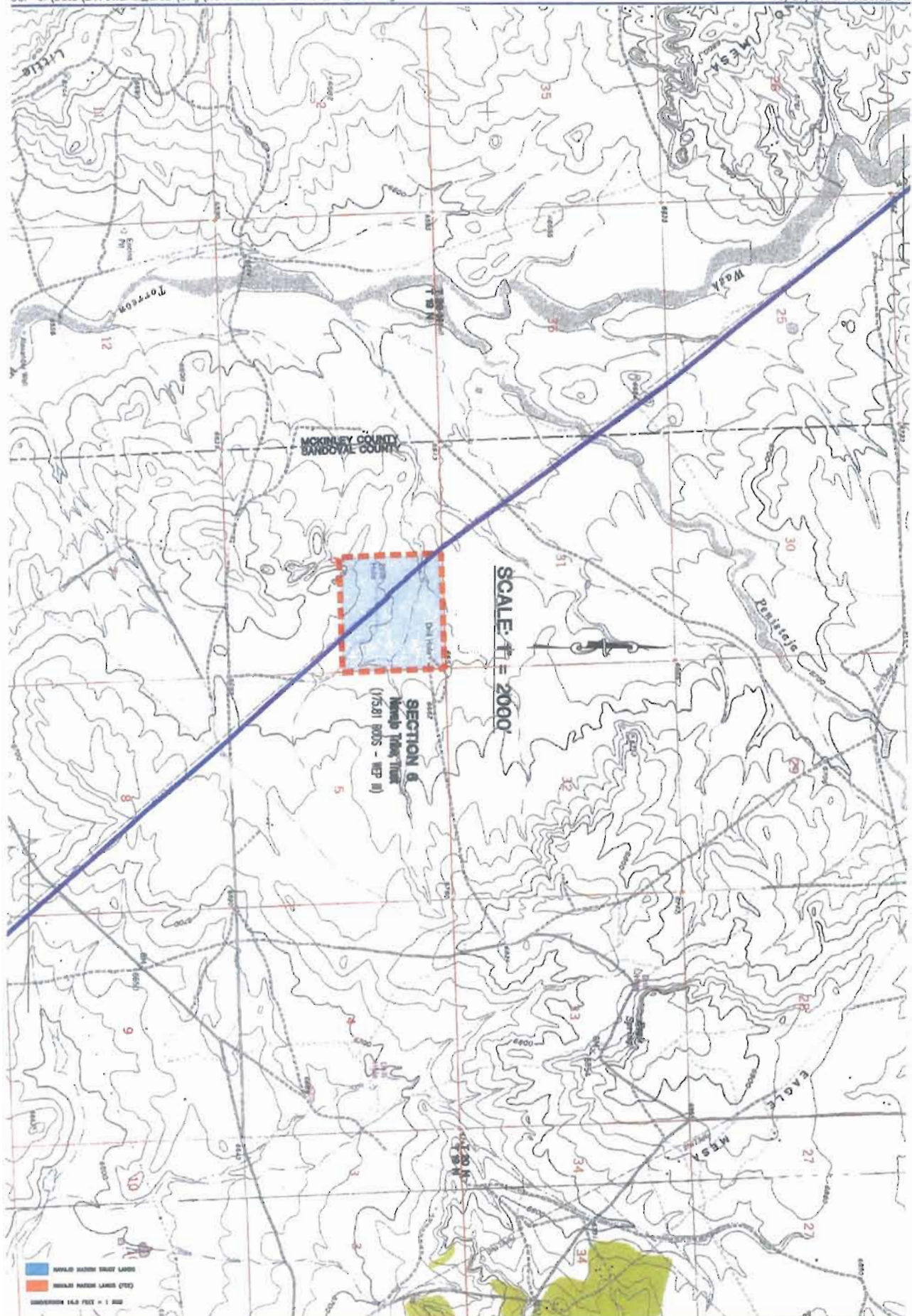
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Know what's below.
Call before you dig.

JFC ENGINEERS SURVEYORS

1515 NORTH STREET
ROCK SPRINGS, WY 82801
PHONE (307) 362-7518
FAX (307) 362-7509
http://www.jfc-survey.com

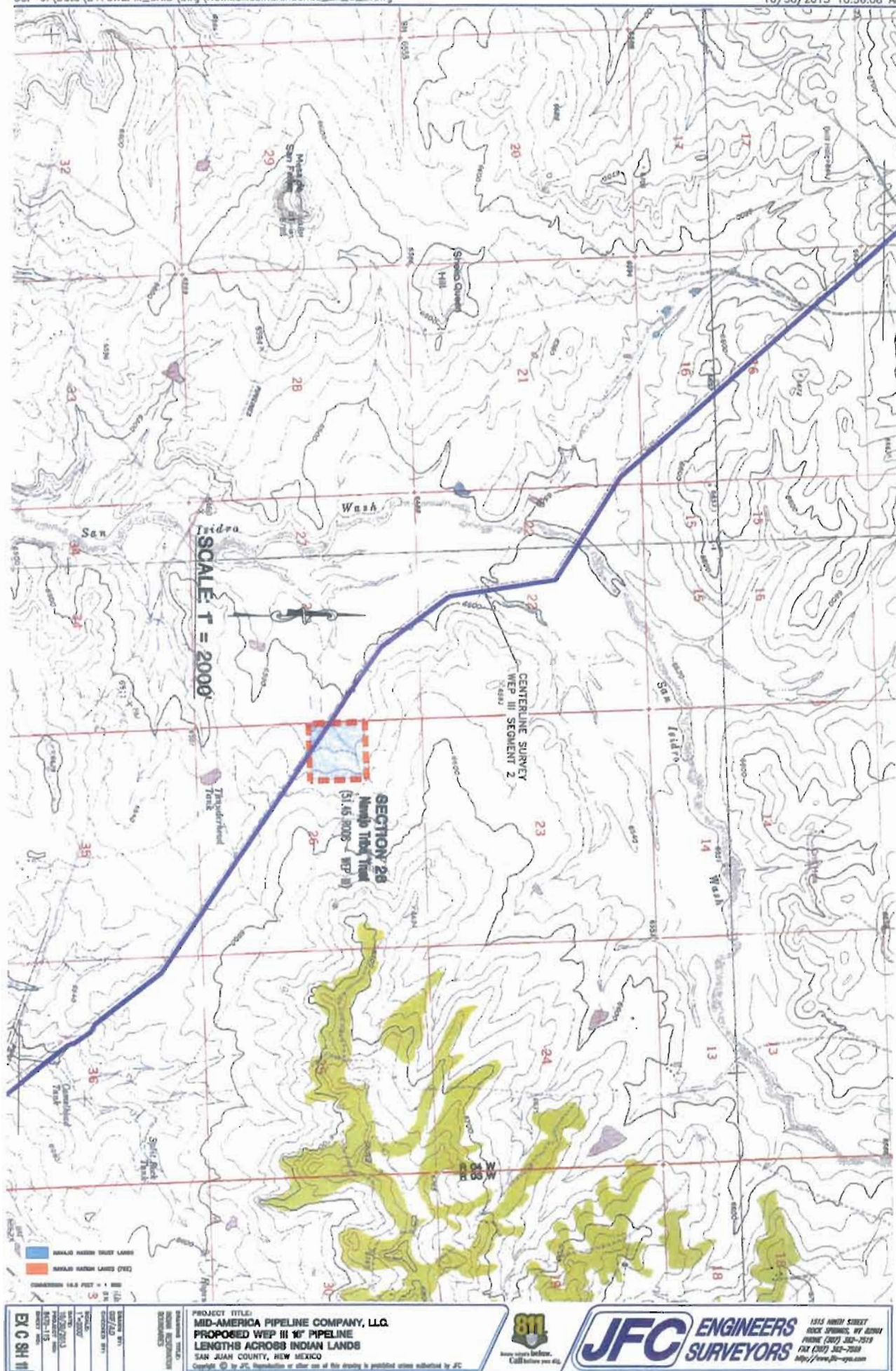


PROJECT TITLE:	MID-AMERICA PIPELINE COMPANY, L.L.C.
PROPOSED WEP III 16" PIPELINE	
LENGTHS ACROSS INDIAN LANDS	
SAN JUAN COUNTY, NEW MEXICO	
DATE:	10/30/2013
BY:	JFC
CHECKED BY:	JFC
SCALE:	1" = 2000'
GRID:	UTM
PROJECTION:	NAD 83
UNIT:	FEET
EX C 341 10	

PROJECT TITLE:
MID-AMERICA PIPELINE COMPANY, L.L.C.
PROPOSED WEP III 16" PIPELINE
LENGTHS ACROSS INDIAN LANDS
SAN JUAN COUNTY, NEW MEXICO
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JFC ENGINEERS SURVEYORS
1515 NORTH STREET
PO BOX 1000, WY 82001
PHONE (307) 362-7510
FAX (307) 362-7500
http://www.jfc-survey.com





EX C 811 10	DATE: 10/30/2013	TIME: 10:56:20 AM	USER: JFC	PROJECT: WEPIII	SECTION: 28	SCALE: 1" = 2000'	CONVERSION: 16.5 FEET = 1 INCH
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PROJECT TITLE:
MID-AMERICA PIPELINE COMPANY, L.L.C.
PROPOSED WEPIII 16" PIPELINE
LENGTHS ACROSS INDIAN LANDS
SAN JUAN COUNTY, NEW MEXICO

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JFC ENGINEERS SURVEYORS

1515 NORTH STREET
SUITE 200, ALBUQUERQUE, NM 87101
PHONE (505) 362-1515
FAX (505) 362-1516
http://www.jfc-engineers.com



Enterprise
Mid-America Pipeline Company, LLC



P.O. Box 4324
713.381.6500

Houston, Texas 77210-4735
www.epplp.com

November 6, 2013

Mr. Howard Draper
Manager, Project Review
The Navajo Nation Land Department
P.O. Box 2249
Window Rock, AZ 86515



Re: Mid-America Pipeline Company LLC (MAPL) - MAPL Western Expansion III (WEP-III)
New 16" Pipeline Looping Project – SURFACE DAMAGES DEPOSIT for LAND USERS

Dear Mr. Draper,

Mid-America Pipeline Company, LLC (MAPL) has been working with the Navajo Nation Minerals Department on a proposed new 16" pipeline construction project. A copy of the application for the proposed new right of way associated with this new pipeline looping project and letter to the Minerals Department is enclosed for your records. Minerals Department is finalizing the SAS approval package for review and approval of the required Departments within the Navajo Nation. The Navajo Nation was also a cooperating agency in the NEPA process with the BLM as lead Federal Agency for NEPA. A FONSI has been issued by BIA, Navajo Region office.

Henry Hudson, consultant for MAPL discussed this project with your office on Tuesday November 5, 2013. MAPL wishes to place on deposit with the Navajo Nation Land Department, sufficient surface damages, for the benefit of any and all authorized land users on those lands owned by the Navajo Nation.

In connection with this project, MAPL is enclosing its check in the amount of \$43,445.80 as deposit for payment of any such surface damages due the authorized land users. If this amount does not cover all surface damages, please advise accordingly, and MAPL shall deposit an additional amount. If this amount exceeds the required surface damages, the Land Department shall refund any excess amount after completion of payment to all land users.

If there are any questions, or you need additional information at this time, please contact me at 281-367-4452 or Henry Hudson at 505-870-0865.

Sincerely,

Edwin R. Peck Jr.
Consultant, Mid-America Pipeline Company, LLC

Enclosures: MAPL-WEP-III Proposed New ROW – Plats & Quad Sheets

Cc: Ram Das – Navajo Nation Minerals Department

Henry Hudson – Consultant for MAPL

Received MAPL Check in the Amount of \$43,445.80 as Deposit for Land User Surface Damages

Howard Draper – Project Review – Navajo Nation



Enterprise

Mid-America Pipeline Company, LLC

EXHIBIT D

P.O. Box 4324
713.381.6500

Houston, Texas 77210-4735
www.epplp.com

November 6, 2013

Mr. Howard Draper
Manager, Project Review
The Navajo Nation Land Department
P.O. Box 2249
Window Rock, AZ 86515

**Re: Mid-America Pipeline Company LLC (MAPL) - MAPL Western Expansion III (WEP-III)
New 16" Pipeline Looping Project – SURFACE DAMAGES DEPOSIT for LAND USERS**

Dear Mr. Draper,

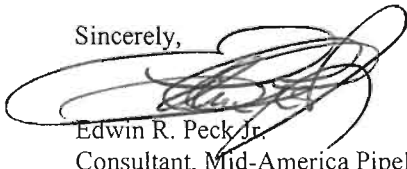
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Sincerely,



Edwin R. Peck Jr.
Consultant, Mid-America Pipeline Company, LLC

Enclosures: MAPL-WEP-III Proposed New ROW – Plats & Quad Sheets
Cc: Ram Das – Navajo Nation Minerals Department
Henry Hudson – Consultant for MAPL

Received MAPL Check in the Amount of \$43,445.80 as Deposit for Land User Surface Damages



Howard Draper – Project Review – Navajo Nation



EPOLLC
P.O. Box 4324
Houston, TX 77210-4324

THE STATE OF TEXAS DEPARTMENT OF REVENUE

LAND ACCOUNTS

Check No. 46509

Date: November 6, 2013

PAY
TO THE
ORDER
OF

Navajo Nation Land Department
P.O. Box 2249
Window Rock, AZ 86515

Copy

\$ 43,445.80

VOID AFTER 180 DAYS

Forty three thousand four hundred forty five and 80/100 DOLLARS

MEMO MAPL WEP III - Surface Damages

Marie Y. Yazzie
AUTHORIZED SIGNATURE
Marie Y. Yazzie
Print Name

⑈046509⑈ ⑈044115443⑈

662639962⑈

ORIGINAL DOCUMENT HAS A WATERMARK



CONSENT 2

(Compensation for damages)

 CONSENT TO USE
 NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN:

I, Leroy J. Blackie, hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Mid-America Pipeline Company, LLC, Post Office Box 4324, Houston, Texas 77210-4735 to use a portion of my land use area for the following purpose(s) Right of way to construct, operate and maintain Mid-America Pipeline Company, LLC (MAPL), MAPL-WEP III Expansion Project, Segments I & II on Navajo Trust Land, located in SE/4 Section 35, T24N, R8W, San Juan County, New Mexico, as shown on the map showing the location of the proposed project on the back of this consent form. My consent is given subject to the receipt of compensation of \$3,180.28 (181.73 rods x \$17.50 = \$3,180.28/1 permittee) which I acknowledge as good and adequate compensation for the diminishment in value of my land use rights as a result of the above-referenced project as proposed.

REMARKS:

3/12/15 Leroy J. Blackie
 Date Land User Signature/Thumbprint Social Security No. Census No. Permit No.
P.O. Box Kirtland N.M. 87411
 Address (P.O. Box, City, State, Zip, Telephone No.)

WITNESS:

4/2/15

Date

A stylized signature, possibly "LOO", written in ink.

Grazing Committee or Land Board Member

19

District No.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was read// or fully explained// to the land user in Navajo// or English// (Check where applicable)

 Field Agent Signature

CONSENT 2

(Compensation for damages)

**CONSENT TO USE
NAVAJO TRIBAL LANDS**

TO WHOM IT MAY CONCERN:

I, John P. Comanche, hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Mid-America Pipeline Company, LLC, Post Office Box 4324, Houston, Texas 77210-4735 to use a portion of my land use area for the following purpose(s) Right of way to construct, operate and maintain Mid-America Pipeline Company, LLC (MAPL), MAPL-WEP III Expansion Project, Segments I & II on Navajo Trust Land, located in SE/4, NW/4, Section 6, T23N, R7W, Rio Arriba County, New Mexico, as shown on the map showing the location of the proposed project on the back of this consent form. My consent is given subject to the receipt of compensation of \$7,437.50 (425.0 rods x \$17.50 = \$7,437.50/1 permittee), which I acknowledge as good and adequate compensation for the diminishment in value of my land use rights as a result of the above-referenced project as proposed.

REMARKS:

3/13/2015 John P. Comanche
 Date Land User Signature/Thumbprint Social Security No. Census No. Permit No.
20 RD 7588 Bloomfield
 Address (P.O. Box, City, State, Zip, Telephone No.)

WITNESS: _____

4/2/15
 Date

[Signature]
 Grazing Committee or Land Board Member

107
 District No.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was read// or fully explained// to the land user in Navajo// or English// (Check where applicable)

 Field Agent Signature

CONSENT 2

(Compensation for damages)

**CONSENT TO USE
NAVAJO TRIBAL LANDS**

TO WHOM IT MAY CONCERN:

I, Leroy J. Blackie, hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Mid-America Pipeline Company, LLC, Post Office Box 4324, Houston, Texas 77210-4735 to use a portion of my land use area for the following purpose(s) Right of way to construct, operate and maintain Mid-America Pipeline Company, LLC (MAPL), MAPL-WEP III Expansion Project, Segments I & II on Navajo Trust Land, located in NE/4 Section 5, T23N, R8W, San Juan County, New Mexico, as shown on the map showing the location of the proposed project on the back of this consent form.

My consent is given subject to the receipt of compensation of \$937.13 (160.65 rods x \$17.50 = \$2,811.38/3permittees), which I acknowledge as good and adequate compensation for the diminishment in value of my land use rights as a result of the above-referenced project as proposed.

REMARKS:

3-12-15
 Date Land User Signature/Thumbprint Social Security No. Census No. Permit No.
P.O. Box Kirtland N.M. 87417
 Address (P.O. Box, City, State, Zip, Telephone No.)

WITNESS: _____

4/2/15
 Date

CCOC
 Grazing Committee or Land Board Member

19
 District No.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was read// or fully explained// to the land user in Navajo// or English// (Check where applicable)

 Field Agent Signature

CONSENT 2

(Compensation for damages)

**CONSENT TO USE
NAVAJO TRIBAL LANDS**

TO WHOM IT MAY CONCERN:

I, John Augustine, Jr., hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Mid-America Pipeline Company, LLC, Post Office Box 4324, Houston, Texas 77210-4735 to use a portion of my land use area for the following purpose(s) Right of way to construct, operate and maintain Mid-America Pipeline Company, LLC (MAPL), MAPL-WEP III Expansion Project, Segments I & II on Navajo Trust Land, located in NE/4 Section 5, T23N, R8W, San Juan County, New Mexico, as shown on the map showing the location of the proposed project on the back of this consent form.

My consent is given subject to the receipt of compensation of \$937.13 (160 rods x \$17.50 = \$2,811.38/3 permittees), which I acknowledge as good and adequate compensation for the diminishment in value of my land use rights as a result of the above-referenced project as proposed.

REMARKS:

3-11-15 John Augustine Jr _____
 Date Land User Signature/Thumbprint Social Security No. Census No. Permit No.
P.O. Box Ageezi NM 87037 (505) 1
 Address (P.O. Box, City, State, Zip, Telephone No.)

WITNESS: _____

4/2/15 [Signature] _____
 Date Grazing Committee or Land Board Member District No.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was read// or fully explained// to the land user in Navajo// or English// (Check where applicable)

 Field Agent Signature

CONSENT 2

(Compensation for damages)

**CONSENT TO USE
NAVAJO TRIBAL LANDS**

TO WHOM IT MAY CONCERN:

I, Verna Martinez, hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Mid-America Pipeline Company, LLC, Post Office Box 4324, Houston, Texas 77210-4735 to use a portion of my land use area for the following purpose(s) Right of way to construct, operate and maintain Mid-America Pipeline Company, LLC (MAPL), MAPL-WEP III Expansion Project, Segments I & II on Navajo Trust Land, located in NE/4 Section 5, T23N, R8W, San Juan County, New Mexico, as shown on the map showing the location of the proposed project on the back of this consent form.

My consent is given subject to the receipt of compensation of \$937.12 (160.65 rods x 17.50= \$2,811.38/3 permittees), which I acknowledge as good and adequate compensation for the diminishment in value of my land use rights as a result of the above-referenced project as proposed.

REMARKS:

3.12.2015 Verna Martinez _____
 Date Land User Signature/Thumbprint Social Security No. Census No. Permit No.
P.O. Box 87037-0026
 Address (P.O. Box, City, State, Zip, Telephone No.)

PC

WITNESS: _____

4/2/15
 Date

[Signature]
 Grazing Committee or Land Board Member

19
 District No.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was read// or fully explained// to the land user in Navajo// or English// (Check where applicable)

 Field Agent Signature

CONSENT 2
(Compensation for damages)

CONSENT TO USE
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN:

I, Gladys Herrera, hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Mid-America Pipeline Company, LLC, Post Office Box 4324, Houston, Texas 77210-4735 to use a portion of my land use area for the following purpose(s) Right of way to construct, operate and maintain Mid-America Pipeline Company, LLC (MAPL), MAPL-WEP III Expansion Project, Segments I & II on Navajo Trust Land, located in SW Section 4, T20N, R5W, McKinley County, New Mexico, as shown on the map showing the location of the proposed project on the back of this consent form.

My consent is given subject to the receipt of compensation of \$1,424.24 (162.77 rods x \$17.50 = \$2,848.48/2 permittees) which I acknowledge as good and adequate compensation for the diminishment in value of my land use rights as a result of the above-referenced project as proposed.

REMARKS:

11/6/14 Gladys Herrera
Date Land User Signature/Thumbprint Social Security No. Census No. Permit No.
PO Box Albuquerque, New Mexico 87013
Address (P.O. Box, City, State, Zip, Telephone No.)

WITNESS: Gladys Herrera

04-01-15 Robert Storey 19
Date Grazing Committee or Land Board Member District No.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was read// or fully explained// to the land user in Navajo// or English// (Check where applicable)

Field Agent Signature

CONSENT 2

(Compensation for damages)

CONSENT TO USE
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN:

I, Ben Mestas, hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Mid-America Pipeline Company, LLC, Post Office Box 4324, Houston, Texas 77210-4735 to use a portion of my land use area for the following purpose(s) Right of way to construct, operate and maintain Mid-America Pipeline Company, LLC (MAPL), MAPL-WEP III Expansion Project, Segments I & II on Navajo Trust Land, located in SW Section 4, T20N, R5W, McKinley County, New Mexico, as shown on the map showing the location of the proposed project on the back of this consent form.

My consent is given subject to the receipt of compensation of \$1,424.24 (162.77 rods x \$17.50 = \$2,848.48/2 permittees) which I acknowledge as good and adequate compensation for the diminishment in value of my land use rights as a result of the above-referenced project as proposed.

REMARKS:

11/6/14 X Ben Mestas
 Date Land User Signature/Thumbprint Social Security No. Census No. Permit No.
PO Box Cuba New Mexico 87013
 Address (P.O. Box, City, State, Zip, Telephone No.)

WITNESS: _____

04-01-15 [Signature] 19
 Date Grazing Committee or Land Board Member District No.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was read// or fully explained// to the land user in Navajo// or English// (Check where applicable)

Field Agent Signature

CONSENT 2

(Compensation for damages)

CONSENT TO USE
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN:

I, Clyde Lopez, hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Mid-America Pipeline Company, LLC, Post Office Box 4324, Houston, Texas 77210-4735 to use a portion of my land use area for the following purpose(s) Right of way to construct, operate and maintain Mid-America Pipeline Company, LLC (MAPL), MAPL-WEP III Expansion Project, Segments I & II on Navajo Trust Land, located in NE Section 6, T19N, R4W, Sandoval County, New Mexico, as shown on the map showing the location of the proposed project on the back of this consent form.

My consent is given subject to the receipt of compensation of \$1,538.34 (175.81 rods x \$17.50 = \$3,076.68/2 permittees) which I acknowledge as good and adequate compensation for the diminishment in value of my land use rights as a result of the above-referenced project as proposed.

REMARKS:

11/7/14 to Clyde Lopez 22445
Date Land User Signature/Thumbprint Social Security No. Census No. Permit No.
P.O. Box Cuba, New Mexico 87013
Address (P.O. Box, City, State, Zip, Telephone No.)

WITNESS:

04-01-15 Heather Stoney 19
Date Grazing Committee or Land Board Member District No.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was read// or fully explained// to the land user in Navajo// or English// (Check where applicable)

Field Agent Signature

CONSENT 2

(Compensation for damages)

CONSENT TO USE
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN:

I, Bennett Lopez, hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit **Mid-America Pipeline Company, LLC, Post Office Box 4324, Houston, Texas 77210-4735** to use a portion of my land use area for the following purpose(s) **Right of way to construct, operate and maintain Mid-America Pipeline Company, LLC (MAPL), MAPL-WEP III Expansion Project, Segments I & II on Navajo Trust Land, located in NE Section 6, T19N, R4W, Sandoval County, New Mexico, as shown on the map showing the location of the proposed project on the back of this consent form.**

My consent is given subject to the receipt of compensation of \$1,53834 (175.81 rods x \$17.50 = \$3,076.68/2permittees), which I acknowledge as good and adequate compensation for the diminishment in value of my land use rights as a result of the above-referenced project as proposed.

REMARKS:

12/1/14 Bennett Lopez 3
Date Land User Signature/Thumbprint Social Security No. Census No. Permit No.

Address (P.O. Box, City, State, Zip, Telephone No.)

WITNESS: _____

04-01-15 [Signature] 19
Date Grating Committee or Land Board Member District No.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was read// or fully explained// to the land user in Navajo// or English// (Check where applicable)

Field Agent Signature

HUERFANO CHAPTER HOUSE
P.O. BOX #968, BLOOMFIELD, N

7413

505 960-1400

505 960-3044

huerfanochapter@yahoo.com

FAX

To: TRVIN CHEE

Fax: 428 871-6347-6177

Date: 04-02-2015

Re: _____

From: Eloise Charley

Fax: 505 960-3044

Phone: 505 960-1400

Cc: _____

Thank you!

Pages:

10 w/c/pg

- ☐ Urgent
- ☐ For Review
- ☐ Please Comment
- ☐ Please Reply
- ☐ Please Recycle





NAVAJO NATION ENVIRONMENTAL PROTECTION AGENCY
SURFACE & GROUND WATER PROTECTION DEPARTMENT

Post Office Box 339, Window Rock, Arizona 86515
Tel. (928) 871-7701 • Fax (928) 871-7599



Ben Shelly
PRESIDENT

Rex Lee Jim
VICE-PRESIDENT

July 26, 2013

Leonard W. Mallet
Enterprise Products Operating, LLC
1100 Louisiana Street
Houston, TX 77210

**RE: Clean Water Act Section 401 Certification for Proposed Western Expansion Project III
(Project ID No. 2013-0037SR)**

Mr. Mallet,

We have reviewed and public noticed the Clean Water Act (CWA) §401 Water Quality Certification request for the proposed Enterprise Products, LLC (Enterprise) Western Expansion Project (WEP) III natural gas pipeline loop (Project ID No. 2013-0037SR). No comments were received.

The proposed project is to construct approximately 234 miles of natural gas liquids pipeline across portions of New Mexico in six separate loops. The pipeline will be located adjacent to the existing Mid-America Pipeline Company natural gas pipeline system. Two of the segments will pass through portions of the Huerfano, Nageezi, Ojo Encino, Torreon, and Counselor Chapters. Approximately 412 cubic yards of material will be excavated from about 0.5 acre of channels considered to be jurisdictional waters of the United States. Best management practices will be used as stipulated in the storm water management plan to minimize erosion and impacts to water quality during and after construction. Construction is expected to occur between July and December 2013.

NNEPA hereby grants CWA §401 certification for your project as described provided the terms and conditions of the CWA §404 permit and the best management practices outlined in your application are fully observed. The following additional conditions will also be executed:

1. Any excess material from construction or demolition, wastes, wastewater, or any other pollutant must be appropriately disposed of outside jurisdictional waters and in compliance with all Navajo Nation laws.
2. Fuel, oil, hydraulic fluid, lubricants and other petrochemicals must not be stored within the 100-year floodplain and must have a secondary containment system to control spills. Appropriate spill clean-up materials such as booms and absorbent pads must be available on-site at all times during construction.
3. Contractors shall take necessary steps to minimize channel and bank erosion within waters of the U.S. during and after construction.

RECEIVED

AUG - 1 2013

LEONARD MALLET

4. Reclamation of lands impacted by construction will be implemented and monitored for success. Maintenance and monitoring will include regular and post-storm event inspections. Inspections should include photographs of site conditions after any heavy rainfall as well as conditions pre- and post-construction. Pre- and post-construction photos shall be submitted to my office upon completion of the project.
5. A copy of this certification shall be provided to all contractors and subcontractors and posted at the site. It is the responsibility of the applicant to ensure that all persons doing work on the project covered by this certification are aware of and comply with these conditions. They must also fully comply with all applicable Navajo Nation laws and regulations.

This certification is granted with the understanding that this project is authorized under §404 of the CWA by Nationwide Permit 12 (Utility Line Activities) issued from the Corps. If there are any substantive changes in the proposed project that may affect these authorizations or adversely impact water quality, the applicant shall notify NNEPA. Failure to do so will result in revocation of this certification. This certification is effective only for the duration of the issued NWP. If the NWP is denied, deemed unnecessary, revoked, or suspended for any reason, this certification will also be revoked or suspended.

This 401 certification only applies to activities conducted on Navajo Nation Trust Land. Separate 401 certifications will be needed from USEPA to cover non-Trust Navajo lands and NMED for all other lands.

If you have any further questions regarding this certification, please contact Steve Austin at 505-368-1037. Thank you for your compliance with the CWA.

Sincerely,



Ronnie Ben, Department Director
Surface and Ground Water Protection Department
Navajo Nation Environmental Protection Agency

cc: Chris Parrish, USACE
Steve Austin, NNEPA WQP
Lee Anna Silversmith, NNEPA WQP
File

3.0 AFFECTED ENVIRONMENT AND ENVIRONMENTAL CONSEQUENCES

3.1 Introduction

This section provides a description of the human and natural environmental resources that could be affected by the Proposed Action and presents comparative analyses of the direct and indirect effects on the affected environment. This EA draws upon information compiled in the respective RMPs for each BLM field office (BLM, 2003a, 1986, 2012a, 1997a, 1988, and 1997b).

BLM Resource Specialists, experts in their respective fields, determined which resources would be brought forward for analysis by evaluating whether the resources were present within the project area and whether the Proposed Action would impact those resources. Any resource not present within the project area or any resource that would not be affected by the Proposed Action or No Action Alternative is not analyzed in this document.

Environmental impact analysis was based upon available data and literature from state and federal agencies, peer-review scientific literature, and resource studies conducted in the project area. Comparison of impacts is intended to provide an impartial assessment to help inform the decision-maker and the public. Actions resulting in adverse impacts to one resource may impart a beneficial impact to other resources. For each resource analyzed, environmental consequences include:

- **direct impacts** – impacts that are caused by the action, and that occur at the same time and in the same general location as the action.
- **indirect impacts** – impacts that occur at a different time or in a different location than the action to which the impacts are related.
- **short or long-term impacts** – when applicable, the short-term or long-term aspects of impacts are described. For the purposes of this EA, short-term impacts occur during or after the activity or action and may continue for up to 2 years. Long-term impacts occur beyond the first 2 years.

The predicted intensity and duration of effects from implementation of the Proposed Action for each resource were evaluated to determine how these effects could be avoided or reduced through the application of protective design features. The measures that MAPL included in their POD as design features were evaluated for their ability to reduce expected effects and are included, where applicable, for each resource. Each BLM field office may have Conditions of Approval that could be applied in addition to the design features. The need for additional mitigation measures was determined for each resource, based on the expectation that potential effects could be further reduced or avoided.

Cumulative Impacts

NEPA requires federal agencies to consider the cumulative impacts of proposals under their review. Cumulative impacts are defined in the CEQ regulations 40 CFR §1508.7 as "...the impact on the environment that results from the incremental impact of the action when added to other past, present, and reasonably foreseeable actions regardless of what agency...or person undertakes such other actions." The CEQ states that the "cumulative effects analyses should be conducted on the scale of human communities, landscapes, watersheds, or airsheds" using

the concept of "project impact zone" or more simply put, the area that might be affected by the Proposed Action. The area that might be affected by the Proposed Action is within New Mexico along the alignments of the six proposed segments.

To assess past, present, and reasonably foreseeable actions that may occur within the project area, each BLM field office NEPA log was reviewed. The following includes all past, present, and reasonably foreseeable actions known to the BLM that may occur within the project area.

Past Actions. Past projects considered in this cumulative impacts assessment are the existing pipelines and other linear facilities that occupy a common utility right-of-way or other pipeline route that includes existing MAPL pipelines (including WEP I – BLM and BIA, 2006), other operators' pipelines, and other linear facilities (i.e., power lines, fiber optic cables, roads, highways, etc.).

The Proposed Action would be located within or would parallel an existing pipeline or utility right-of-way for its entire length. Much of the proposed construction right-of-way would overlap previous or existing disturbance associated with the existing pipeline(s). Power lines parallel the existing utility right-of-way but contribute minimal disturbance or influence on environmental resources.

Past activities within or in the vicinity of the project area that BLM has determined would have a major influence on the resources in the area include:

- Livestock grazing (expected to continue in the future);
- Oil and gas development within the general area of the existing right-of-way (expected to continue in the future);
- Dispersed motorized and mechanized recreation (expected to continue in the future);

Present Actions. Present activities within or in the vicinity of the project area that BLM has determined would have a major influence on the resources in the area include:

- Livestock grazing;
- Oil and gas development;
- Dispersed motorized and mechanized recreation.

Additionally, the BLM FFO NEPA log includes a number of small projects ranging from well sites and guzzlers to communication sites. The St. Moritz power line is a linear disturbance that runs within about 3 miles west of MP 386. The Escrito I24-2409 01H Pipeline will be located about 1 mile northeast of MP 384.

The EA notes that numerous natural gas production projects (both BLM-approved and those approved by other agencies as well activities on private lands) are on-going in the San Juan Basin and Rockies.

Reasonably Foreseeable Future Actions. Reasonably foreseeable future actions describe existing facilities identified within and adjacent to the project area, as well as proposed projects which may be constructed in the area in the reasonably foreseeable future. To be included, a proposed future action must have a high probability of occurrence and be defined well enough to consider in any cumulative impact analysis. Foreseeable projects would be included if the responsible BLM field offices have accepted applications for the projects. Future activities within or in the vicinity of the project area that BLM has determined would have an influence on the resources in the area include:

- Disturbance from construction of additional pipelines adjacent to the current pipeline right-of-way;
- Livestock grazing;
- Oil and gas development.

- Dispersed motorized and mechanized recreation;
- Additive risk from operation of existing and future co-located pipelines within the current pipeline right-of-way;
- Construction of new or expansion of existing roads, highways, or railroads adjacent to the current pipeline right-of-way; and
- Construction of other linear projects, such as power lines, in or adjacent to the current pipeline right-of-way.

Planning Documents. To provide context for potential reasonably foreseeable future actions, the RMPs for each field office was reviewed. According to the Farmington RMP Record of Decision (2003a), a total of 2,597,193 acres of BLM-managed lands would remain open for oil and gas leasing and development. The planning area encompassed the New Mexico portion of the San Juan Basin. This basin is one of the largest natural gas fields in the nation and has been under development for more than 50 years. It supports approximately 18,000 active oil and gas wells and there are more than 2,400 existing oil and gas leases. The portion of the San Juan Basin in the Albuquerque Field Office was addressed in the Farmington RMP. Cumulative impacts of the potential development of 9,942 new oil and gas wells (approximately 16,150 acres of new disturbance) were analyzed in the RMP FEIS. Under the Roswell RMP (1997a), the BLM manages approximately 9,740,000 acres of federal oil and gas mineral estate in the Roswell Resource Area. Approximately 9,316,200 acres (96 percent of the oil and gas mineral estate) would be open to leasing and development.

As evidenced by the analyses supporting the RMPs, increased gas exploration and production is occurring in the Western United States, particularly in the San Juan Basin of New Mexico, and operators are currently developing plans for gas production in natural gas fields within the area. Many companies are currently developing plans for expansion of their facilities and pipeline transportation capacity. In time, it is likely there may be additional pipelines in the project area to consider, but as of this writing, there are no known plans that would impact the project area.

It is noted that, while not in the vicinity of the project area, MAPL plans to construct WEP II (Colorado/Utah) in 2013 (BLM, 2012c).

This list of past, present, and reasonably foreseeable actions was considered when analyzing cumulative impacts in the individual resource sections.

3.2 Physical Resources

3.2.1 Air Quality, Climate, and Noise

3.2.1.1 Affected Environment

The New Mexico Environment Department's Air Quality Bureau (AQB) administers regulations, standards and implementation plans established under the Federal Clean Air Act under authorization from the EPA for New Mexico with the exception of tribal land, administered by EPA, and Bernalillo County, administered by the City of Albuquerque/Bernalillo County. The New Mexico and National Ambient Air Quality Standards (NMAAQS or NAAQS) are designed to protect public health and welfare and establish maximum acceptable concentrations of air pollutants at all locations to which the public has access. Criteria pollutants for which NMAAQS and NAAQS exist include carbon monoxide (CO), nitrogen dioxide (NO₂), ozone (O₃), particulate matter less than 10 microns in effective diameter (PM₁₀), particulate matter less than 2.5 microns in effective diameter (PM_{2.5}), sulfur dioxide (SO₂), and lead (Pb). Although specific air quality monitoring has not been conducted within the project area, air quality monitoring has been conducted at multiple sites in the counties through which the project area extends.

Albuquerque/Bernalillo County was selected as a central, representative locale to obtain monitored data for the project area. Air pollutant concentrations of carbon monoxide (CO), nitrogen dioxide (NO₂), ozone (O₃), particulate matter less than 10 microns in effective diameter (PM₁₀), and particulate matter less than 2.5 microns in effective diameter (PM_{2.5}) monitored in Bernalillo County and sulfur dioxide (SO₂) monitored in nearby San Juan county are provided in Table 3.2-1. All portions of San Juan, Rio Arriba, Sandoval, McKinley, Santa Fe, Torrance, Guadalupe, Lincoln, De Baca, Chaves, and Lea Counties are designated as "attainment" by the AQB and EPA for all criteria pollutants indicating that all ambient air quality standards are currently being met. Bernalillo County is also designated as attainment for all criteria pollutants.

Table 3.2-1
Regional Monitored Air Quality Concentrations

Pollutant	Averaging Period	Monitored Concentration	NMAAQs/NAAQs
CO ¹	1-hour	3.4 ppm	13.1 / 35 ppm
	8-hour	2.6 ppm	8.7 / 9 ppm
NO ₂ ²	1-hour	53 ppb	100 ppb
PM ₁₀ ³	24-hour	102 µg/m ³	150 µg/m ³
PM _{2.5} ⁴	24-hour	18 µg/m ³	35 µg/m ³
	Annual	5.2 µg/m ³	12 µg/m ³
Ozone ⁵	8-hour	0.065 ppm	0.075 ppm
SO ₂ ⁶	1-hour	14 ppb	75 ppb
	24-hour	2 ppb	140 ppb

¹ 1-hour and 8-hour second maximum concentration, 2010. 201 Prosperity SW, Bernalillo County.
² 1-hour 98th percentile concentration, 2010. 4700a San Mateo NE, Bernalillo County.
³ 24-hour second maximum concentration, 2010. 3700 Singer, Albuquerque.
⁴ 24-hour 98th percentile and annual mean concentrations, 2010. 6000 Anderson Avenue SE, Bernalillo County.
⁵ 8-hour 4th maximum concentration, 2010. 201 Prosperity SW, Bernalillo County.
⁶ 1-hour 99th percentile and 24-hour second maximum concentrations, 2010. US Bureau of Reclamation Shiprock Station, San Juan County.

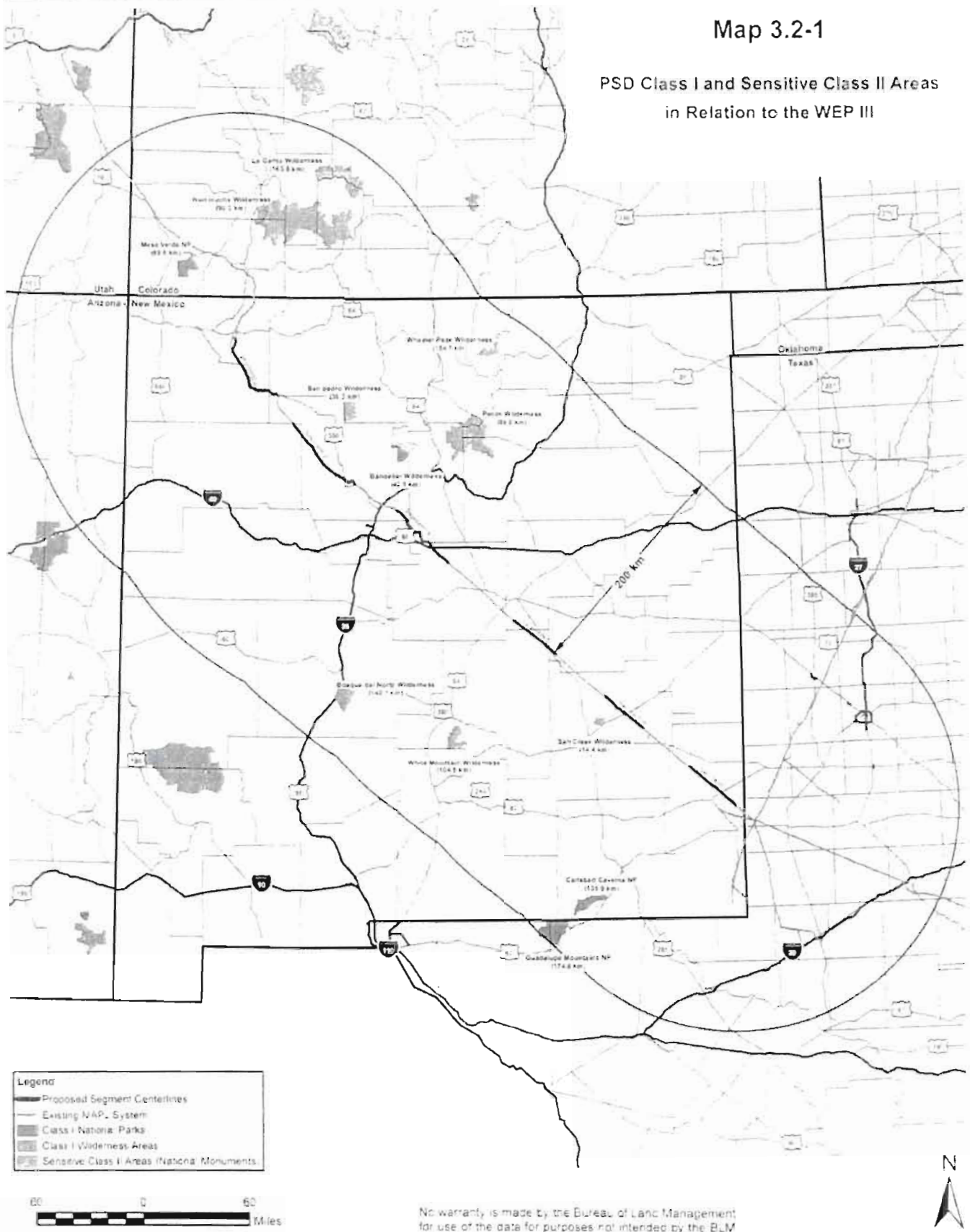
Federal air quality regulations adopted and enforced by the AQB and EPA limit incremental concentration increases to specific levels defined by the classification of air quality in a specific area. The Prevention of Significant Deterioration (PSD) Program is designed to limit the incremental increase of specific air pollutant concentrations above a legally defined baseline level. PSD Class I and Class II Increments define that allowed incremental increase. At PSD Class I areas, impacts to air quality related values (AQRVs) such as visibility, atmospheric deposition, aquatic ecosystems, flora, fauna, etc., are also strictly limited; increases allowed in Class II areas are less strict. The Clean Air Act defines Class I areas as certain wilderness areas greater than 5,000 acres, national memorial parks greater than 5,000 acres, national parks greater than 6,000 acres, and international parks that were in existence on or before August 7, 1977. All other areas are classified as Class II areas, except those designated as Class II Wilderness Areas. The project area and surrounding areas are classified as PSD Class II.

The PSD Class I areas (see Map 3.2-1) located closest to the loop pipeline segments are:

- The San Pedro Parks Wilderness is 59.8 kilometers (km) (37.2 miles) from Segment 1 and 36.3 km (22.6 miles) from Segment 2.
- The Bandelier Wilderness is 42.8 km (26.6 miles) from Segment 2, and 44.0 km (27.3 miles) from Segment 3.
- The Salt Creek Wilderness is 67.8 km (42.1 miles) from Segment 5; 14.4 km (8.9 miles) from Segment 6; and 84.9 km (52.8 miles) from Segment 7.

Map 3.2-1

PSD Class I and Sensitive Class II Areas
in Relation to the WEP III



No warranty is made by the Bureau of Land Management
for use of the data for purposes not intended by the BLM



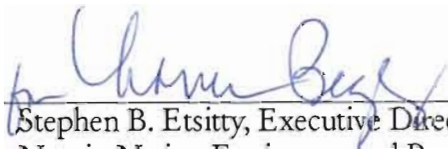
ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF EXECUTIVE DIRECTOR/ADMINISTRATION
OFFICE OF ENVIRONMENTAL REVIEW
PO BOX 339 WINDOW ROCK ARIZONA 86515 Office: 928/871-7188 Fax: 928/729-4323
Website: www.navajonationepa.org

M E M O R A N D U M



TO: Ram S. Das
Minerals Department
Division of Natural Resources

FROM: 
Rita Whitehorse-Larsen, Senior Environmental Specialist
Office Of Environmental Review

THROUGH: 
Stephen B. Etsitty, Executive Director
Navajo Nation Environmental Protection Agency

DATE: March 24, 2014

SUBJECT: 164 EOR 001013 Agmt w/ NN & MAPL for ROW Ext (NGL)

The Navajo Nation Environmental Protection Agency (NNEPA) reviewed¹ and recommends *no approval* for the proposed project as stated in EOR 001013 pursuant the Title 4, NNC Chapter 9 Navajo Nation Environmental Policy Act, Subchapter 1, §904. The Mid-America Pipeline Company, LLC (MAPL) applied to obtain a right-of-way (ROW) grant and a temporary use permit (TUP) from the Bureau of Land Management (BLM) to construct, operate and maintain six 16-inch diameter natural gas liquids loop pipeline segments totaling 233.7 miles crossing diagonally from Bloomfield, New Mexico to Lovington, New Mexico.

The *no approval* from NNEPA is determined on the following:

¹ BLM Farmington Field Office. Environmental Assessment DOI-BLM-NM-F010-2013-0146-EA for the Mida America Pipeline Company LLC Western Expansion Project III. June 2013.

1. The 164 Executive Official Review packet does not include the Chapter Resolutions approving the proposed action from the local Navajo Chapter Communities.
2. The 164 EOR packet also does not have the required land use consents although the Navajo Land Department is seeking the land use consents as the 164 EOR packet is coherently being reviewed by Navajo Nation.
3. The environmental assessment enclosed with the 164 EOR packet does not include public hearing comments or any public concerns from the local Navajo Communities.
4. The EA does not elaborate on the potential cumulative impacts to the air, land and water from the proposed pipeline activities.
5. The EA stated on Page 8, Table 1.5-1 Permits/Approvals Necessary for WEP III, "NNEPA – Section 401/402 of the Clean Water Act" wherein there is more to NNEPA than the CWA. In 1995, the Navajo Nation Council established the Navajo Nation EPA and subsequently approved the Navajo Environmental Policy Act. NNEPA was delegated to develop, implement and enforce the Navajo Nation's environmental laws and regulations. To this date, the following are the list of each environmental law and the requirements to be in compliance with Navajo Nation's NEPA.

A. Navajo Nation Clean Water Act (CWA):

- a. *NNEPA Water Quality determines the waters of the US and Navajo Nation.*
- b. §Section 401- USEPA issued a "treatment as state" and directly delegated CWA Section 401 permitting to Navajo Water Quality Program. MAPL must apply for Section 401 permit before ground disturbance.
- c. §Section 402 – The required permit application is controlled under USEPA Region 9 Water Division, Dave Smith at 415/972-3464. A copy of the application, Stormwater Pollution Prevention Plan (SWPPP), Best Management Practices (BMPs) and Notice of Intent (NOI) should be submitted to NNEPA Water Quality Program. "Proposed land surface disturbance is greater than 1.0 acre therefore compliance is required with the Federal General Construction Permit for storm water discharges" [excerpt from previous projects] as determined by Patrick Antonio, Principal Hydrologist, NNEPA, Surface & Groundwater Protection Department, Water Quality.
- d. §Section 404 – This permit is issued by the US Army Corp of Engineers.

B. Navajo Nation Safe Drinking Water Act:

- a. The USEPA Region 9 delegated the authority to NNEPA Surface & Groundwater Protection Department Public Water System Supervision Program (PWSSP).

C. Navajo Nation Air Pollution Prevention and Control Act:

- a. The USEPA Region 9 delegated its responsibilities to NNEPA Air Quality Control Program – Operating Permit Program (OPP) to regulate Title V Sources including coal fired power plant, coal mine, natural gas compression station, crude oil & gas production facility and gas fractionating facility. Some concerns may include Title V permits, greenhouse gas regulations, regional haze rule, tribal

minor sources and tribal new source review (NSR) [Excerpt from NNEPA AQCP OPP brochure].

- b. The NNEPA Air Quality collects meteorological weather data, monitor air quality levels of particulate matter, sulfur dioxide, nitrous oxides and ozone, determines and recommends for air quality control and enforcement using air quality index, develops air quality legislation for regulatory rulemaking and updates and maintains an emissions inventory for the Navajo Nation.

D. Navajo Nation Pesticide Act:

- a. Before applying any chemicals, contact the NNEPA Pesticide Program at 928/871-7815/7810/7892 to attain a pesticide use permit (PUP) to ensure the product is in compliance and appropriately applied by a certified and licensed applicator. The PUP must be approved by the Water Quality Navajo Pollution Discharge Elimination Program – Pesticide, PWSSP, Air Quality and Navajo Fish and Wildlife.
- b. Pesticide staff will also may need to be onsite to monitor during pesticide/herbicide application.

E. Navajo Nation Solid Waste Act:

- a. Solid waste generated from the construction and operation activities will be collected and transported by contractor to a designated trash bins to minimize significant impacts to human and wildlife resources.
- b. If a sub-contractor will be hired to transport waste, ensure the contractors are certified and licensed with the Navajo Nation Business Regulatory Office.
- c. The contractor must submit a copy of the landfill receipt/ticket to guarantee the construction waste has been properly disposed.
- d. Do not allow public to take construction and operation waste. Cumulatively NNEPA receives complaints and reports on illegal trash dumpings on rural areas and in the waters of the US and Navajo Nation.
- e. All illegal waste currently on the proposed site is the responsibility of the land user.

F. Navajo Nation Comprehensive Environmental Response, Compensation and Liability Act (NNCERCLA)

- a. Approved by the Navajo Nation Council, CF-07-08, February 26, 2008, the NN CERCLA includes petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures of natural gas and synthetic gas)) unlike the US CERCLA or the Superfund Law and mandates petroleum, operator and guarantor to report petroleum release ≥ 25 gallons at the site and/or during transport immediately to the Navajo Nation Department of Emergency Management within the Navajo Nation Division of Public Safety.

G. Navajo Nation Storage Tank Act:

- a. Amended and approved by the Navajo Nation Council, CJA-09-12, February 2012, the aboveground tanks are included to be regulated.

There was one meeting we had with MAPL in Albuquerque, New Mexico in December 2012. There should be more public meetings for local Navajo community members to attend and express their concerns. NNEPA requests for MAPL to provide information as expressed above and to include the Navajo Nation's Tribal environmental laws and regulations. If there are any questions you may contact Rita Whitehorse-Larsen at 928/871-7188 or email rwhitehorseL@navajo-nsn.gov. Thank you.

Cc: Mid-America Pipeline Company (MAPL), 1100 Louisiana Street Suite 1000, Houston, Texas, 77002
Mike Halona, DNR, Navajo Land Department
Howard Draper, DNR, Navajo Land Department, Project Review Office
Toni Flora, Navajo Department of Justice
NNEPA Administration chrono file
Contact person: Henry Hudson, 505/870-0865



ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF EXECUTIVE DIRECTOR/ADMINISTRATION
OFFICE OF ENVIRONMENTAL REVIEW
PO BOX 339 WINDOW ROCK ARIZONA 86515 Office: 928/871-7188 Fax: 928/729-4323
Website: www.navajonationepa.org

M E M O R A N D U M

TO: Ram S. Das
Minerals Department
Division of Natural Resources

FROM:

Rita Whitehorse-Larsen, Senior Environmental Specialist
Office Of Environmental Review

THROUGH:

Stephen B. Etsitty, Executive Director
Navajo Nation Environmental Protection Agency

DATE: April 11, 2014

SUBJECT: 164 EOR 001013 Agmt w/ NN & MAPL for ROW Ext (NGL) 2ND Review

The Navajo Nation Environmental Protection Agency (NNEPA) reviewed¹ and recommends *conditional approval* for the proposed project as stated in EOR 001013 pursuant the Title 4, NNC Chapter 9 Navajo Nation Environmental Policy Act, Subchapter 1, §904. The Mid-America Pipeline Company, LLC (MAPL) applied to obtain a right-of-way (ROW) grant and a temporary use permit (TUP) from the Bureau of Land Management (BLM) to construct, operate and maintain six 16-inch diameter natural gas liquids loop pipeline segments totaling 233.7 miles crossing diagonally from Bloomfield, New Mexico to Lovington, New Mexico.

¹ BLM Farmington Field Office. Environmental Assessment DOI-BLM-NM-F010-2013-0146-EA for the Mid-America Pipeline Company LLC Western Expansion Project III. June 2013.

After further review, NNEPA determined that the proposed action will have significant impacts to the environment however mitigation measures are implemented in the EA to have less environmental impacts.

A. Navajo Nation Clean Water Act (CWA):

- a. NNEPA Water Quality determines the waters of the US and Navajo Nation.*
- b. §Section 401- USEPA issued a “treatment as state” and directly delegated CWA Section 401 permitting to Navajo Water Quality Program. MAPL applied and was awarded a Section 401 Certification on July 23, 2013.*
- c. §Section 402 - The proposed action is greater than 1 acre therefore MAPL and its contractor(s) including subcontractor(s) is subject to complete the requirements under the Clean Water Act Section 402. Stormwater Pollution Prevention Plan (SWPPP), Best Management Practices (BMPs) and Notice of Intent (NOI) must be completed and submitted to Gary Sheth, our Navajo Nation permitting lead, can be reached at 415-972-3516 or sheth.gary@epa.gov. Here is a link to USEPA Regional permits webpage with links to information about different types of EPA permit requirements and existing permits: <http://www.epa.gov/region9/water/npdes/permits.html>. Courtesy copies must be provided to Patrick Antonio, Principal Hydrologist with NNEPA Water Quality Program. His office phone is 928/871-7185.*
- d. §Section 404 – This permit is issued by the US Army Corp of Engineers.*

B. Navajo Nation Safe Drinking Water Act:

- a. The USEPA Region 9 delegated the authority to NNEPA Surface & Groundwater Protection Department Public Water System Supervision Program (PWSSP).*
- b. The existing drinking water lines must be marked before commencing any construction to lessen and minimize impacts to the public drinking water system.*

C. Navajo Nation Air Pollution Prevention and Control Act:

- a. The USEPA Region 9 delegated its responsibilities to NNEPA Air Quality Control Program – Operating Permit Program (OPP) to regulate Title V Sources including coal fired power plant, coal mine, natural gas compression station, crude oil & gas production facility and gas fractionating facility. Some concerns may include Title V permits, greenhouse gas regulations, regional haze rule, tribal minor sources and tribal new source review (NSR) [Excerpt from NNEPA AQCP OPP brochure].*
- b. The NNEPA Air Quality collects meteorological weather data, monitor air quality levels of particulate matter, sulfur dioxide, nitrous oxides and ozone, determines and recommends for air quality control and enforcement using air quality index, develops air quality legislation for regulatory rulemaking and updates and maintains an emissions inventory for the Navajo Nation.*
- c. Before any construction commences, a Navajo Nation Air Quality Control Program Activity Application must be submitted for the proposed pipeline expansion development. The application will be sent to MAPL – Mr. Henry Hudson and Mr. Ed Peck to ensure it’s completion and returned to NNEPA Air*

Quality Operating Permit Program.

D. Navajo Nation Pesticide Act:

- a. Before applying any chemicals, contact the NNEPA Pesticide Program at 928/871-7815/7810/7892 to attain a pesticide use permit (PUP) to ensure the product is in compliance and appropriately applied by a certified and licensed applicator. The PUP must be approved by the Water Quality Navajo Pollution Discharge Elimination Program – Pesticide, PWSSP, Air Quality and Navajo Fish and Wildlife.
- b. Pesticide staff will also may need to be onsite to monitor during pesticide/herbicide application.

E. Navajo Nation Solid Waste Act:

- a. Solid waste generated from the construction and operation activities will be collected and transported by contractor to a designated trash bins to minimize significant impacts to human and wildlife resources.
- b. If a sub-contractor will be hired to transport waste, ensure the contractors are certified and licensed with the Navajo Nation Business Regulatory Office.
- c. The contractor must submit a copy of the landfill receipt/ticket to guarantee the construction waste has been properly disposed.
- d. Do not allow public to take construction and operation waste. Cumulatively NNEPA receives complaints and reports on illegal trash dumpings on rural areas and in the waters of the US and Navajo Nation.
- e. All illegal waste currently on the proposed site is the responsibility of the land user.

F. Navajo Nation Comprehensive Environmental Response, Compensation and Liability Act (NNCERCLA)

- a. Approved by the Navajo Nation Council, CF-07-08, February 26, 2008, the NN CERCLA classified and included petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures of natural gas and synthetic gas)) as hazardous material unlike the US CERCLA or the Superfund Law.
- b. The NNCERCLA mandates operators to report petroleum release ≥ 25 gallons at the site and/or during transport immediately to the Navajo Nation Department of Emergency Management within the Navajo Nation Division of Public Safety.
- c. In the event of a hazardous material spill, releases would be contained and disposed of in accordance with federal and tribal regulations, the project representative shall contact NNEPA Waste Regulatory and Compliance Department, Superfund Office, at 928/871-6859 or NNEPA OER at 928/871-7188 to report hazardous waste spills as defined according to the NN CERCLA.
- d. If production fluids (gasoline, diesel and propane) will be stored on the project site, preventative and precautionary measures will need to be taken to avoid risks and impacts to the Navajo Nation environmental resources.

G. Navajo Nation Storage Tank Act:

- a. No underground (UST) and/or aboveground storage tank (AST) greater than

100 gallons will not be installed on the proposed pipeline expansion development parcel.

- b.* If any UST and/or AST is proposed, this right-of-way must be modified to include the change. The proposed designs must be submitted for NNEPA Storage Tank Program for review until the final design is approved.
- c.* Any ASTs greater than 100 gallons must meet the design and installation specifications as described in the NN Storage Tank Act.
- d.* UST staff will need to be onsite to monitor during tank installation.
- e.* Mr. Warren Roan, Environmental Specialist, is the contact for UST/AST issues. He can be reached at 928-871-7995.

H. Others to Contact within Navajo Nation:

- a.* Melvin Badonie, Division of Natural Resources, Department of Water Resources, Water Code Program at 505-368-1426 to ensure sufficient water is available for the new and proposed pipeline expansion project.
- b.* Judy Willeto, DNR, Department of Agriculture at 928-871-6605 for reclamation project and specified seed mix during reclamation.

If there are any questions you may contact Rita Whitehorse-Larsen at 928-871-7188 or email rwhitehorseL@navajo-nsn.gov. Thank you.

Cc: Mid-America Pipeline Company (MAPL), 1100 Louisiana Street Suite 1000, Houston, Texas, 77002
Mike Halona, DNR, Navajo Land Department
Howard Draper, DNR, Navajo Land Department, Project Review Office
Toni Flora, Navajo Department of Justice
NNEPA Administration chrono file
Contact person: Henry Hudson, 505/870-0865

THE NAVAJO NATION



BEN SHELLY PRESIDENT
REX LEE JIM VICE PRESIDENT

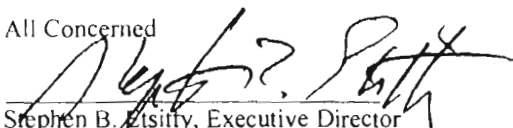
Navajo Nation Environmental Protection Office - Office of The Executive Director

P.O. Box 339 Window Rock, AZ 86515 • Bldg # 2695 Window Rock Blvd.

Tel: 928. 871.7692 Fax: 928.871.7996

MEMORANDUM

TO : All Concerned

FROM : 
Stephen B. Etsitty, Executive Director
Navajo Nation Environmental Protection Agency

DATE : January 2, 2014

SUBJECT : **STANDING DELEGATION**

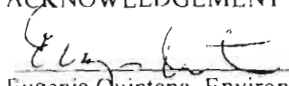
This Standing Delegation of Authority shall serve to ensure oversight of Navajo Nation Environmental Protection Agency ("NNEPA") activities when I am on travel or on leave. The following personnel are delegated in order.

1. Eugenia Quintana, Environmental Department Manager, Air & Toxics Department
2. Diane J. Malone, Environmental Department Manager, Waste Regulatory and Compliance Department
3. Ronnie Ben, Environmental Department Manager, Surface and Groundwater Protection Department
4. **Lavern Begay, Principal Contract Analyst, Administration Department**
5. Patrick Antonio, Principal Hydrologist, Water Quality/NPDES Program

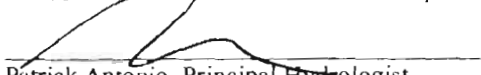
The delegation of authority shall serve to delegate my authority for the oversight and management of all NNEPA departments and programs, including the signing of documents. However, this delegation of authority to sign documents shall not extend to: (1) legislation and regulations; (2) budget transfers without justification or U.S. EPA approval; (3) documents that lack the concurrence of the appropriate NNEPA Department Director or program manager; (4) documents for the delegatee's own department or programs; (5) travel and leave requests for NNEPA Department Directors and (6) any other documents that the delegate feels requires the Executive Director's signature. Finally, this delegation of authority may not be transferred beyond the above-referenced personnel.

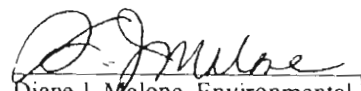
Your assistance and cooperation with these delegated personnel will be appreciated. If you have any questions, I can be reached at (928) 871-7692.

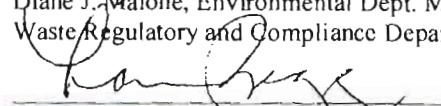
ACKNOWLEDGEMENT


Eugenia Quintana, Environmental Dept. Mgr.
Air & Toxics Department


Ronnie Ben, Environmental Dept. Mgr.
Surface and Groundwater Protection Department


Patrick Antonio, Principal Hydrologist
Water Quality/NPDES Program


Diane J. Malone, Environmental Dept. Mgr.
Waste Regulatory and Compliance Department


Lavern Begay, Principal Contract Analyst
Administration Department

DISTRIBUTION



EXHIBIT "1"

AGREEMENT BETWEEN THE NAVAJO NATION AND MID-AMERICA PIPELINE COMPANY, LLC FOR THE EXTENSION OF EXISTING RIGHTS-OF-WAY FOR NATURAL GAS LIQUIDS PIPELINES AND RELATED FACILITIES, INCLUDING CATHODIC PROTECTION SITES AND ACCESS ROADS; AND TO ACQUIRE ADDITIONAL RIGHTS-OF-WAY TO CONSTRUCT, OPERATE AND MAINTAIN ADDITIONAL LOOP PIPELINES

The Agreement is made and entered into by and between the Navajo Nation, a federally recognized Indian Tribe, and MID-AMERICA PIPELINE COMPANY, LLC, whose addresses are listed as follows:

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

AND,

MID-AMERICA PIPELINE COMPANY, LLC
Attention: Land Department
P.O. Box 4735
Houston, Texas 77210-4735
(Referred to as "MAPL")

RECITALS

WHEREAS:

- A. The Resources and Development Committee is a Standing Committee of the Navajo Nation Council and is empowered to approve rights-of-way (ROW) and non-mineral leases on the Nation.
- B. The Nation and MAPL have ROW agreements, which will expire on September 14, 2015 to operate and maintain 10 inch, 12 inch and 16 inch natural gas liquids pipelines and related facilities on Nation's Trust and Fee Lands. MAPL also has perpetual 8 inch, 10 inch and 12 inch natural gas liquid pipeline ROW issued by the Bureau of Land Management (BLM) in 1972 and 1981, respectively. The lands on which the BLM ROW are located have been transferred to the Nation. MAPL agrees to give up its perpetual ROW on these lands and has agreed to extend the ROW under the terms and conditions of this Agreement.

- C. The Nation and MAPL have entered into this Agreement for an extension of the term of MAPL's existing ROW (including ROW on lands transferred to the Nation from BLM) for pipelines and related facilities, including cathodic protection units and access roads) for a term ending 20 years after the effective date. The Agreement also provides MAPL the right to acquire additional ROW to construct, operate, repair, replace, and maintain approximately 6.79 miles of additional 16 inch natural gas liquid loop pipelines and related facilities. The ROW being extended are shown on Exhibits "A" and the additional ROWs in Exhibit "B". The additional ROW crosses three sections of Nation's Fee land located in Section 2, 23 and 26, T27N, R11W, San Juan County, New Mexico. The ROW on these lands have perpetual term as the ROW existed prior to the Nation's purchase of the Fee interest. MAPL will give up the perpetual term and these ROW will be governed by the term of this Agreement. The existing pipelines in these three sections fee land are 8 inch, 12 inch and 16 inch in diameter.
- D. The Nation and MAPL desire that the Secretary extend the term of MAPL's existing ROW for pipelines and related facilities and that the Secretary grant MAPL additional ROW pursuant to the terms and conditions of this Agreement. The Nation has determined that it will receive a consideration equal to or greater than fair market value from MAPL of use of the Nation's land for the term of the ROW and related facilities. The approval of the Secretary is not required on Fee land and the Nation grants MAPL the ROW located on its Fee land by 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

"Existing ROWs" means those ROW granted by the Nation to MAPL in 1995 and 2005, and ROW located on lands transferred to the Nation from BLM.

"Additional ROW" means a new ROW to be granted to MAPL on Nation's Trust and Fee lands.

"Appurtenance(s)" means any above or below ground facility related to the maintenance, and operation of the pipeline which includes but is not limited to cathodic protection stations, pigging sites, valves and metering facilities.

"Agreement" means this agreement, together with all exhibits as are appended hereto as of the Effective Date.

"PHMSA" means the United States Department of Transportation's Pipeline and Hazardous Materials Safety Administration.

“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.

“Navajo Nation Fee Land (Fee Land)” means those lands owned by the Navajo Nation and not held in trust by the United States.

“Navajo Indian Country” means all lands within the exterior boundaries of the Navajo Nation.

“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 of the term by the Secretary of expired ROW for pipelines and related facilities, on trust lands to MAPL as the Grantee, for the premises described in Exhibits “A” and “B”.

“ROW” means the particular ROW described in this Agreement and Exhibits “A” and the additional ROW (Exhibit “B”) which are attached hereto. ROW, with respect to this Agreement, means either singular or plural of those ROW described in the previously mentioned exhibits.

“Additional ROW” means additional ROW for the construction, operation, repair, replacement, and maintenance of a 16 inch natural gas liquid looped pipelines and related facilities as set forth in paragraph 4 of this Agreement. Additional ROW are located on both Nation’s Trust and Fee lands.

“ROW Premises” mean any and all Navajo Nation Trust Lands to which both this Agreement and the Application pertain, and upon which the ROW are located or shall be located, or which the ROW and leases shall burden or occupy upon final issuance of the extension of ROW Grant, additional ROW granted by the Secretary, and additional ROW located on Fee Lands approved by the Nation as provided in this Agreement.

“Assign” or “Assignment” means the act of transferring, subleasing, selling, or otherwise conveying any right, title, or interest strictly in the MAPL facilities described in this Agreement and in Exhibits “A” and “B”, the ROW, or any rights to any of the real property improvements affixed on or to the ROW Premises.

“Affiliate” means with respect to a party hereto, any entity, including but not limited to a corporation, company, partnership, LLC/LLP or joint venture that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party. For purposes of this definition, the term “control” (including “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, regardless of percentage by written contract, or otherwise.

“Effective Date” means the date this Agreement is signed by the President of the Navajo Nation (following the approval of the Resources and Development Committee of the Navajo Nation Council).

2. COVENANT TO CONSENT AND APPROVAL

The Nation agrees and covenants to contemporaneously consent to an “Extension of Grant of Easement for existing ROW” and additional ROW to enter upon, cross over, develop, use, and occupy the ROW as reasonably necessary for the limited purposes described in Paragraph 4. It is understood and agreed that the Nation’s consent provided for in this Agreement applies only to 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 Nation. Further, pursuant to this Agreement, the Nation hereby approves the extension and the grant of those ROW and the additional ROW located on its Fee Lands.

3. NATURE OF ROW INTEREST

By execution of this Agreement, and by acceptance of the Extension of ROW Grant and additional ROW grants, MAPL shall obtain rights to the ROW in the nature of an easement i.e., a right to pass over, occupy and reasonably use and occupy the ROW Premises to construct, operate, repair, replace, and maintain natural gas and/or natural gas liquids pipelines, cathodic protection units, and all related facilities and appurtenances for the purposes described herein. Such easement shall be a limited term usufructuary interest consistent with the 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. Under no circumstances shall this Agreement and/or the Extension of the ROW Grant be interpreted as granting a fee simple interest.

4. LIMITED USE

The use of the ROW Premises shall be strictly limited to the transportation of natural gas liquids and to the operation, repair, and replacement with same size pipe or maintenance, of natural gas liquids pipelines, and related facilities as described in Exhibits “A” and “B”. Any other use of the ROW Premises, including but not limited to the transportation via pipeline of any product or material other than natural gas liquids, shall require the express written consent of the Nation, and may require additional consideration. The consent of the Nation may be given, given upon conditions, or denied at the sole discretion of the Nation. Reversing the flow of product in the system will require the approval of the Nation.

5. NAVAJO NATION RIGHTS TO ROW PREMISES

A. Inspection

The Nation and the Secretary shall have the right, at any reasonable time during the term of this Agreement, to enter the ROW Premises, or any part hereof, to inspect the same and any improvements erected or placed thereon, for purposes of determining compliance with applicable Nation and federal laws and regulations, and/or any provisions of this Agreement. If representatives of the Nation or the Secretary enter upon the ROW Premises while work is ongoing, the Nation and the Secretary agree to comply with all reasonable safety rules and guidelines required by MAPL.

B. Other Uses

MAPL consents to the Nation's use (including third-party use, provided it is expressly authorized by the Nation) of the ROW Premises and any portion or lands by the ROW for any lawful purpose 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, provided that such use does not physically, operationally, or otherwise interfere with the purpose of the ROW Grant.

C. Use by Third-Party

Upon the 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 Nation agrees to notify MAPL prior to the Nation's final approval of said third-party use. Such third-party use shall not physically, operationally, or otherwise interfere with the rights granted to MAPL. Additionally, the Navajo Nation shall require the third-party to enter into an agreement with MAPL to indemnify, defend, and hold MAPL harmless from any and all liability arising from the third party's activities within the ROW Premises.

6. TERM OF THE AGREEMENT

This Agreement and all ROW subject to this Agreement shall be in full force and effect after the Effective Date. However, the date of termination of this Agreement, if any, pursuant to Paragraph 15 may or may not be identical to the expiration, cancellation or termination date of the ROW Grant and any continuation of the ROW Grant shall not affect the implementation, occurrence or date of termination of this Agreement by the Nation pursuant to Paragraph 15.

7. CONSIDERATION

A. Lump Sum Payment: \$10,000,000.00.

MAPL shall make the Lump Sum Payment(s) as follows within ten (10) days after approval of the Agreement by the Nation.

B. If for any reason it is found that, any individual pipeline in Exhibit "A" and "B" exceeds the length approved by the Nation, then additional payment will be due based on the following formula:

$$\$40.5/\text{rod}/\text{yr.}/\text{line} \times \text{No. of Yrs.} \times \text{No. of Rods} \times \frac{\text{CPI when payment is made}}{\text{CPI for March 2013}}$$

Where CPI is the Consumer Price Index, U.S. City Average for All Urban Consumers.

8. OWNERSHIP OF FACILITIES

Notwithstanding the termination of this Agreement pursuant to Paragraphs 14 and 15 herein, all pipelines, equipment, compressor stations, or other structures and related facilities, real and personal property, and any other improvements located in or installed upon the ROW Premises, shall remain the sole and exclusive property and responsibility of MAPL.

9. MAINTENANCE, RECLAMATION AND SAFETY

MAPL shall maintain all of its pipelines at a depth consistent with the minimum required depth provided for by applicable Navajo Nation and/or 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 by MAPL clear, to the extent compatible with the purpose(s) of the ROW Grant. All vegetation and any other materials cut, uprooted, or otherwise accumulated during MAPL's activities under this Agreement 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

MAPL agrees, at all times during the term of this Agreement, at MAPL's sole expense, to maintain the ROW Premises and any pipelines, compressor station, 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

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

D. Erosion

MAPL agrees that where soil deterioration or erosion is caused by natural processes and/or by its activities under this Agreement or 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 caused by such deterioration and/or erosion.

10. INDEMNIFICATION

MAPL shall indemnify and hold harmless the 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 MAPL's use or occupancy of the ROW.

11. SURFACE AND OTHER DAMAGES

MAPL shall be responsible for and shall promptly pay all surface damages to appropriate land users, occupants, lessees, or permittees, in the event MAPL's activities pursuant to this Agreement result in the disturbance of any lands or surface interests. These payments shall be based upon fee scheduled by the Navajo Land Department.

12. ASSIGNMENT RESTRICTED

A. Consent Required

Except as provided in Paragraph 12B, MAPL shall not make an Assignment without the prior written consent of the Nation. Any such attempted Assignment without such prior written consent shall be void and of no effect. The consent of the Nation may be granted, granted upon conditions, or withheld at its sole discretion. MAPL shall be responsible for any reasonably established administrative and/or processing fees.

B. Affiliates

Notwithstanding Paragraph 12A, the Nation consents to any Assignment to an Affiliate of MAPL, and such Assignment shall not require payment of any additional consideration; *provided that* MAPL provides to the Nation no later than ninety (90) days prior to the effective date of such Assignment(s) notice of the Assignment to an Affiliate and information allowing the Nation to conduct reasonable inquiry to confirm the relationship between MAPL and its Affiliate(s). MAPL hereby agrees to cooperate with such inquiry by providing to the Nation all necessary documents and other reasonably required information. If the ninety (90) day period described in this Paragraph 12B runs without the Navajo Nation having objected on the grounds that the assignee is not an Affiliate of MAPL, the Nation shall be deemed to have no objection to such Assignment.

13. NO ENCUMBERANCE

MAPL shall not pledge, mortgage, or other wise encumber the ROW, 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.

14. TERMINATION

A. Decision by MAPL

MAPL may terminate this Agreement and all ROW's subject to this Agreement by providing 180 days written notice to the Navajo Nation and the Secretary.

B. Decision by Navajo Nation

Pursuant to 2 N.N.C. § 695, the Resources and Development 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 non-compliance with, any of the terms, conditions, and covenants provided for in this Agreement. Within ten (10) days of such decision by the Resources and Development Committee, the Executive Director of the Navajo Nation Division of Natural Resources shall notify MAPL of the preliminary decision.

C. Opportunity to Cure

MAPL 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 non-compliance. If within this 90-day period, the alleged violation(s) or non-compliance is not cured or otherwise resolved, the Executive Director of the Navajo Nation Division of Natural Resources may thereafter issue a formal "Notice of Termination" to MAPL indicating the effective date of the termination. The "Notice of Termination" shall constitute final termination of this Agreement.

D. Petition for Cancellation of ROW Grant

Upon termination of this Agreement pursuant to Paragraph 14B, the Nation may, in its discretion, immediately petition the Secretary for cancellation or revocation of the ROW Grant issued by the Secretary.

15. PROCEDURE UPON TERMINATION

A. Delivery of ROW

1. Upon the termination of this Agreement by MAPL (assuming this Agreement is not replaced with another agreement mutually satisfactory to the Parties) or upon cancellation or revocation of the ROW by the Secretary, MAPL shall peaceably and without further legal process deliver the possession of the ROW Premises, in good condition, usual wear and tear expected. The delivery by MAPL of the ROW Premises shall include delivery of any pipelines, pump station and related facilities as depicted in Exhibits "A" and "B" that are or may be affixed, in MAPL's sole discretion, to the real property within the ROW Premises at the time of such delivery. Upon the written request of the Nation, MAPL shall provide the Nation, at MAPL'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 as described above, the Parties shall commence good faith negotiations for compensation, fees, or damages to be paid the Nation for prospective periods of occupation, use, or burden of the ROW Premises.

In case the Nation decides not to accept any pipelines, pump station(s) or facilities that MAPL chooses to deliver, MAPL shall abandon and reclaim the land encompassed in the ROW in accordance with applicable federal and Navajo Nation policies and procedures, rules, and regulations including consultations with the Navajo Nation Environmental Protection Agency, where the Agency is the duly authorized delegate with respect to applicable federal environmental statutes, regulations and programs.

2. If this Agreement expires notwithstanding the Parties' willingness or desire to renew or extend it, the Parties shall continue good faith negotiations to achieve a renewal or extension on mutually acceptable terms. Not later than ninety (90) days following such expiration, the Parties shall agree upon temporary compensation, fees or damages to be paid to the Nation for the occupation, use, or burden of the ROW Premises for the duration of such good faith negotiations leading to a mutually acceptable renewal or extension.

B. Holding Over

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

16. AGREEMENT TO ABIDE BY LAWS

In all activities concerning the subject matter of this Agreement, the ROW, and/or the ROW Grant, that are conducted or caused to occur by MAPL within the ROW Premises and/or within the Navajo Indian Country, MAPL shall abide by any applicable and valid laws and regulations of the Navajo Nation (provided any such applicable and valid laws and regulations are consistent with the laws and regulations of the United States) and any applicable and valid laws 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 Nation Business and Procurement Act, 12 N.N.C. §§ 1501 *et seq.*;
- (f.) All applicable Navajo Nation taxes, 24 N.N.C. §§ 101 *et seq.*, and accompanying regulations as subject to Paragraph 19.

17. 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 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, 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 and Renewal of 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 and Renewal of ROW Grant.

Further, the Parties hereby expressly accept, agree, and acknowledge that MAPL, by execution of this Agreement and acceptance of the Renewal of 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 an federal act, statute, ruling, or Executive Order, MAPL 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, MAPL retains the right to challenge such taxes on the same grounds that MAPL could raise against a substantially similar challenge against a state of the United States.

Nothing in this Agreement shall be construed itself to diminish or affect, to any extent or in any manner whatsoever, any jurisdiction powers, or authorities the United States Department of Transportation's Pipeline and Hazardous Materials Safety Administration ("PHMSA") may have over MAPL's pipelines and facilities. By entering into this Agreement, MAPL does not waive and expressly reserves any argument, position, policy or assertion concerning any such jurisdiction, powers or authorities. By entering into this Agreement, the Nation does not waive and expressly reserves any argument, position, policy or assertion concerning such jurisdiction, powers, or authorities.

18. LAW GOVERNING AGREEMENT

Laws and regulations governing this Agreement and the ROW Grant shall be Navajo Nation laws and regulations to the extent that such laws and regulations are strictly consistent with applicable federal laws and regulations, and applicable federal laws and regulations.

19. RECIPROCAL JURISDICTIONAL RECOGNITION

By executing this Agreement, MAPL covenants and agrees, for the duration of this Agreement and the ROW Grant, not to contest or challenge the legislative, executive or judicial jurisdiction of the Nation strictly with respect to the ROW Premises on the basis that such jurisdiction is inconsistent with the status of the 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 any other basis that would not be available to MAPL in a similar challenge to the jurisdiction of any state government of the United States.

By executing this Agreement, the Navajo Nation covenants and agrees for the duration of this Agreement, not to contest or challenge the jurisdiction of PHMSA to regulate the safety of MAPL's pipelines and facilities in the ROW Premises.

20. DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of this Agreement, shall be resolved by the mediation and/or arbitration procedures set forth as follows:

- a. The Navajo Nation and Mid-America Pipeline Company, LLC shall endeavor to resolve claims, disputes and other matters in questions between them by good faith negotiation and mediation which, unless the Parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association, as modified by the following:
 - i. unless otherwise agreed to in writing by the Parties, all mediation procedures shall be held in Window Rock, Arizona;
 - ii. a single mediator may be chosen by mutual agreement of the Parties;
 - iii. the Party desiring mediation shall submit to the other Party a written notice of intent to mediate, and such notice shall indicate whether the hiring of a mediator is desired;
 - iv. the Parties shall equally share the mediator's fee and any other costs related to the mediation;
 - v. the mediation shall not exceed ninety (90) calendar days, unless otherwise agreed to in writing by the Parties.

- b. If the mediation provided for in the above Paragraph 20 (a) does not result in resolution of the dispute within ninety (90) calendar days of commencement of the mediation, then, unless the Parties agree in writing to extend the time for mediation either Party may invoke arbitration according to the procedures referenced in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. § 554 J and § 554 K, and as set forth in the Navajo Nation Arbitration Act, as amended, at 7 N.N.C. § 1101 et seq. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except to the extent such rules are modified by the following:
- i. unless otherwise agreed to in writing by the Parties, all arbitration procedures shall be held in Window Rock, Arizona; and
 - ii. the arbitration shall be conducted by a single arbitrator selected by the American Arbitration Association through the American Arbitration Association's Arbitrator Select: List and Appointment process, unless one Party's claims exceeds \$1,000,000.00, exclusive of interest, costs, and fees; in such case the arbitration shall be conducted by a panel consisting of three (3) arbitrators, two of which shall be chosen by each party, with the two arbitrators choosing the third; and
 - iii. whether as a result of an arbitration provided for herein or of any judicial action to enforce an arbitration award resulting from such arbitration, any award against the Navajo Nation shall be in strict conformance with the provisions of 1 N.N.C. §§ 554 (K) (1) – (6); and
 - iv. whether in the context of an arbitration provided for herein or of any judicial action to enforce an arbitration award resulting from such arbitration, the laws of the Navajo Nation shall exclusively govern the interpretation of this Agreement, the arbitration provisions set forth herein and the arbitration procedures conducted pursuant thereto, and the application of all provisions herein to Mid-America Pipeline Company, LLC and its subcontractors, agents, representatives, employees or consultants; and
 - v. pursuant to N.N.C. § 554 (K) and 7 N.N.C. § 1102, the appropriate Navajo Nation district court shall have exclusive jurisdiction to compel the Navajo Nation's participation in an arbitration, and shall have exclusive jurisdiction to enforce, modify, or vacate an arbitration award resulting from such arbitration; neither Party may recover from the other, any attorney fees or costs.
- c. The mediation and arbitration provisions herein shall constitute the sole and exclusive procedural remedy to any dispute or controversy arising out of this Agreement. Commencement of mediation or arbitration shall be a complete defense to any suit, action or proceeding instituted in any federal, state or tribal court or any administrative tribunal, with respect to any dispute or controversy arising out of this Agreement that is mediated or arbitrated as set forth herein.
- d. The dispute resolution provisions of this Agreement shall, with respect to any dispute or controversy arising out of this Agreement, survive the termination or expiration of this Agreement.

21. 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 Nation itself.

22. 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 MAPL, and the term "MAPL" whenever used herein shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees, agents, contractors, and subcontractors.

23. NOTICES AND DEMANDS

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

To or Upon MAPL:

Manager, Land Department
Mid-America Pipeline Company, LLC
Post Office Box 4735
Houston, Texas 77210-4735

24. 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 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 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 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, or delay in obtaining a ROW, to obtain materials, or required government approvals, or other causes, whether enumerated or otherwise which are not reasonably within the control of the Party affected thereby.

25. 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 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.

26. 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. This Agreement supersedes all existing agreements for ROW between the Nation and MAPL.

27. FULL COOPERATION

The Navajo Nation agrees to cooperate fully and to take any further action(s) as may be reasonably necessary to effectuate this Agreement, including the execution of appropriate documentation as may be required by the Secretary, or by any other lawful requirement in connection with or related to effective renewal of the ROW.

28. 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 date below.

THE NAVAJO NATION

By: _____
Ben Shelly, President

Date: _____

MID-AMERICA PIPELINE COMPANY, LLC

By: _____

Date: _____

_____, Agent and Attorney in Fact

EXECUTIVE OFFICIAL REVIEWTitle of Document: Agmt. w/ NN & MAPL for ROW Ext. (NGL) Contact Name: DAS, RAM S.Program/Division: DIVISION OF NATURAL RESOURCESEmail: dasram01@hotmail.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: 04 Feb 14 ☒ ☐
2. F&W *see Ltr of 8/20/13* _____ Date: 02/07/14 ☒ ☐
3. HPD *DeMical* _____ Date: 2-7-14 ☒ ☐
4. Minerals *Richardson* _____ Date: 11/19/13 ☒ ☐
5. NNEPA _____ Date: 03/25/14 ☒ ☒ *Proposed*
6. DNR _____ Date: 4/4/14 ☒ ☐
7. DOJ *(ic)* _____ Date: 4/28/15 ☒ ☐
8. OPVP _____ Date: 5-19-2015 ☒ ☐

☐ **OTHER:**

1. _____ Date: _____ ☐ ☐
2. _____ Date: _____ ☐ ☐
3. _____ Date: _____ ☐ ☐
4. _____ Date: _____ ☐ ☐
5. _____ Date: _____ ☐ ☐



THE NAVAJO NATION

Navajo Land Department

P.O. Box # 2249 · Window Rock, Arizona 86515 · (928) 871-6401 · FAX: (928) 871-7039

November 20, 2013

MEMORANDUM :

TO: W. Mike Halona, Department Manager II
§ 164 Reviewers

FROM: 
Howard Phillip Draper, Program/Project Specialist
Navajo Land Dept Project Review Section

RE: Doc. No. 001013

Our office hereby submits for (continual) review the above mentioned 164 Review and Signature Process [formerly Signature Approval Sheet (SAS)] package for Section 164 Review. Our office is in the process of verifying or conducting the field clearance and obtain the consents of the affected land users (i.e. grazing permittees) for the new portions as Exhibit "D". Once the field clearance is completed, our office will attached the field clearance report.

The decision for surname signature approval by Mr. W. Mike Halona, Department Manager II (or his designate) is in the realm of Mr. Halona. Normally, our office would conduct the field clearance first, but the applicant-Mid-America Pipeline Company (MAPL) requests immediate review. If you have any further questions please contact our office at X-6447, 6401 or 6695. Thank you.

Hpd/ATTACHMENTS

Cc: project (computer) file

OFFICE OF THE PRESIDENT/VICE PRESIDENT
REQUEST FOR SERVICES

DATE SUBMITTED: November 19, 2013

Executive Review Doc. No. 1013

ADMINISTRATIVE: XXX

COMMITTEE(S): _____

DEPARTMENT: Minerals

REQUESTING PARTY: Ram S. Das

DIVISION: Natural Resources

PHONE NUMBER: Ext. 6587

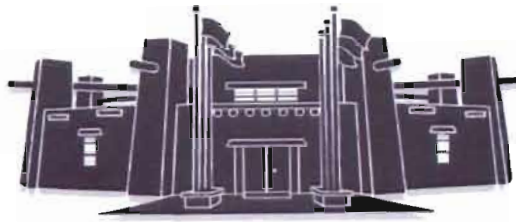
DESCRIPTION OF SERVICE: "Approving an Agreement between NN & MAPL for the Extension of Existing Rights-of-Way for Natural Gas Liquid Pipelines (NGL Loop Pipelines)"

RECOMMENDATIONS: (AUTHORIZED PERSONNEL ONLY)

1. Called _____ or document picku Date: _____ Time: _____ a.m./p.m. _____
2. Called _____ or document picku Date: _____ Time: _____ a.m./p.m. _____

PICKED UP BY: _____ Date/Time: _____

****PLEASE PRINT**PLEASE PRINT**



MEMORANDUM

TO: Honorable Alton Shepherd
Jeddito, Cornfields, Ganado, Kinlichee, Steamboat Chapters

FROM: Mariana Kahn
Mariana Kahn, Attorney
Office of Legislative Counsel

DATE: August 11, 2015

SUBJECT: AN ACTION RELATING TO RESOURCES AND DEVELOPMENT;
APPROVING AN AGREEMENT BETWEEN THE NAVAJO NATION AND
MID-AMERICA PIPELINE, LLC FOR THE EXTENSION OF EXISTING
RIGHTS-OF-WAY FOR NATURAL GAS LIQUID PIPELINES AND
RELATED FACILITIES, INCLUDING CATHODIC PROTECTION UNITS
AND ACCESS ROADS, AND TO ACQUIRE ADDITIONAL RIGHTS-OF-
WAY TO CONSTRUCT, OPERATE AND MAINTAIN NATURAL GAS
LIQUID PIPELINES

As requested, I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. Please ensure that this particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

If the proposed resolution is unacceptable to you, please contact me at the Office of Legislative Counsel and advise me of the changes you would like made to the proposed resolution. Ahéhee'.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: _0292-15_____ SPONSOR: Alton Shepherd

TITLE: An Action Relating to Resources and Development; Approving an Agreement Between the Navajo Nation and Mid-America Pipelines, LLC for the Extension of Existing Rights-Of-Way for Natural Gas Liquid Pipelines and Related Facilities, Including Cathodic Protection Units and Access Roads, and to Acquire Additional Rights-Of-Way to Construct, Operate and Maintain Natural Gas Liquid Pipelines

Date posted: August 19, 2015 at 9:55pm

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7590

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 *et. seq.*

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY

LEGISLATION NO.: 0292-15

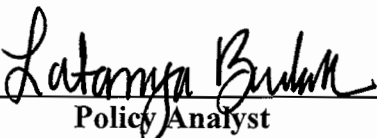
SPONSOR: Honorable Alton Joe Shepherd

TITLE: An Action Relating To Resources And Development; Approving An Agreement Between The Navajo Nation And Mid-America Pipelines, LLC For The Extension Of Existing Rights-Of-Way For Natural Gas Liquid Pipelines And Related Facilities, Including Cathodic Protection Units And Access Roads, And To Acquire Additional Rights-Of-Way To Construct, Operate And Maintain Natural Gas Liquid Pipelines.

Posted: August 19, 2015 at 9:55 PM

5 DAY Comment Period Ended: August 24, 2015

Digital Comments received: *No comments received.*



Policy Analyst
Office of Legislative Services

8/25/15 8:27am

Date/Time

**RESOURCES AND DEVELOPMENT COMMITTEE
23rd NAVAJO NATION COUNCIL**

FIRST YEAR 2015

COMMITTEE REPORT

Mr. Speaker,

The **RESOURCES AND DEVELOPMENT COMMITTEE** to whom has been assigned:

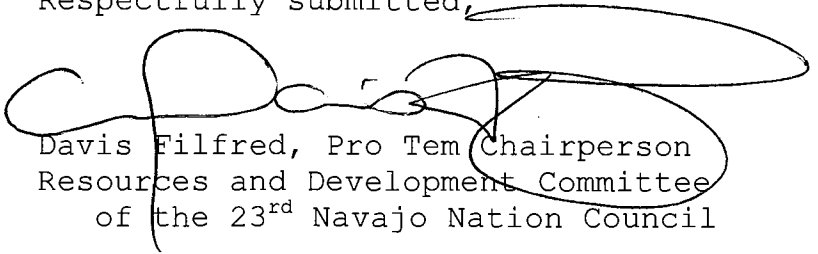
Legislation # 0292-15: An Action Relating to Resources and Development: Approving an Agreement Between the Navajo Nation and Mid-America Pipelines, LLC for the Extension of Existing Rights-of-Way for Natural Gas Liquid Pipelines and Related Facilities, Including Cathodic Protection Units and Access Roads and to Acquire Additional Rights-of-Way to Construct, Operate and Maintain Natural Gas Liquid Pipelines. *Sponsor: Honorable Alton Joe Shepherd*

Has had it under consideration and report the same that the matter was **TABLED** with the following:

Resources and Development Committee schedule a work session on October 26, 2015 with the appropriate entities to discuss Navajo Nation Rights of Way policies

and thereafter will reconsider this resolution.

Respectfully submitted,


Davis Filfred, Pro Tem Chairperson
Resources and Development Committee
of the 23rd Navajo Nation Council

Date: September 29 2015

TABLE:

Motion: Leonard Tsosie

Second: Leonard Pete

Vote: 2-0-1 (Presiding Chairperson not voting)

MAIN MOTION: Leonard Pete

Second: Leonard Tsosie

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
Of the 23rd Navajo Nation Council---First Year 2015

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING AN AGREEMENT
BETWEEN THE NAVAJO NATION AND MID-AMERICA PIPELINE, LLC FOR THE
EXTENSION OF EXISTING RIGHTS-OF-WAY FOR NATURAL GAS LIQUID
PIPELINES AND RELATED FACILITIES, INCLUDING CATHODIC PROTECTION
UNITS AND ACCESS ROADS, AND TO ACQUIRE ADDITIONAL RIGHTS-OF-WAY
TO CONSTRUCT, OPERATE AND MAINTAIN NATURAL GAS LIQUID PIPELINES

Section One. Findings

A. Pursuant to 2 NNC §501 (B)(2)(a), the Resources and Development Committee of the Navajo Nation Council is authorized to approve rights-of-way on the Navajo Nation; and

B. The Navajo Nation and Mid-America Pipeline Company of 1100 Louisiana Street, Suite 1000, Houston, Texas 77002 have right-of-way agreements to operate and maintain 10 inch, 12 inch, and 16 inch natural gas liquid pipelines and facilities, including cathodic protection units and access roads on Nation's Trust and Fee Lands. These rights-of-way expire on September 14, 2015. Mid-America Pipeline Company also has perpetual right-of-way for 8 inch, 10 inch, and 12 inch natural gas liquid pipeline issued by the Bureau of Land Management (BLM) on BLM lands in 1972 and 1981; respectively, BLM has transferred those lands to the Nation; and

C. The descriptions of the existing right-of-way on the Nation for the 10 inch, 12 inch, and 16 inch line and the natural gas liquid pipeline right-of-way on lands transferred to the Nation from the BLM is shown in Exhibit "A"; and

D. Mid-America Pipeline Company has applied for the renewal of existing rights-of-way in Exhibits "A" and for additional rights-of-way to construct, operate and maintain approximately 6.7 miles of 16 inch natural gas liquid loop pipelines shown in Exhibit "B"; and

E. The Navajo Nation and Mid-America Pipeline Company intend to enter into an Agreement (Exhibit "1") for the extension of right-of-way shown in Exhibit "A" and the

additional 16 inch natural gas liquid loop pipeline right-of-way shown on Exhibit "B"; and

F. The existing right-of-way agreement between the Navajo Nation and Mid-America Pipeline Company is attached as Exhibit "C"; and

G. The existing right-of-way will have no surface disturbance. Mid-America Pipeline Company has deposited a check in the amount \$43,445.80 (Exhibit "D") with the Navajo Land Department for the consent of the affected land users for the additional right-of-way; and

H. All environmental and archeological clearances have already been obtained, Exhibit "F"; and

I. Land use consent for Mid-America Pipeline Project are attached as Exhibit "E"; and

J. The existing and additional rights-of-way also cross three sections of Navajo Fee Land in Sections 2, 23, and 26, T27N, R11W, San Juan County, New Mexico. The rights-of-way on these lands are in perpetuity and Mid-America Pipeline Company has agreed to give up its perpetual rights-of-way on these fee lands.

Section Two. Approval

A. Resources and Development Committee of the Navajo Nation Council hereby approves the Agreement (Exhibit "1") for the renewal of existing natural gas liquid right-of-way attached to this resolution as Exhibits "A" and the additional natural gas liquid loop pipeline right-of-way shown in Exhibit "B" and Mid-America Pipeline Company will give up its perpetual right-of-way on sections of Navajo Fee Land in Sections 2, 23, and 26, T27N, R11W, San Juan County, New Mexico and cover these rights-of-way under Exhibit "1"; and

B. The Resources and Development Committee of the Navajo Nation Council provides consent on behalf of the Navajo Nation to the granting of the right-of-way located on Navajo Nation Trust Lands; and

C. The Resources and Development Committee of the Navajo Nation Council grants to Mid-America Pipeline Company the

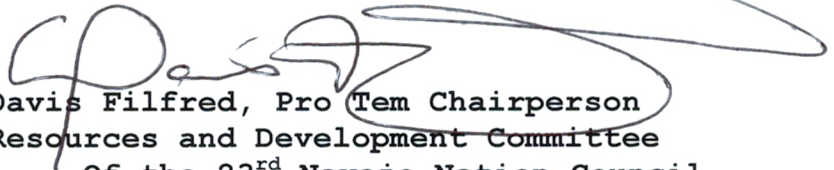
portion of the right-of-way located on Navajo Nation Fee Lands; and.

D. The terms of the right-of-way shall be for twenty (20) years to be effective the date of the Agreement (Exhibit 1) is signed by the President of the Navajo Nation; and

E. The Resources and Development Committee of the Navajo Nation Council authorizes the President of the Navajo Nation to execute the Agreement (Exhibit "1") and all other documents that may be necessary to fulfill the intent of this resolution.

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 Nation Council Chambers, Window Rock, (Navajo Nation) Arizona, at which quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, 0 abstained this 3rd day of November, 2015.



Davis Filfred, Pro Tem Chairperson
Resources and Development Committee
Of the 23rd Navajo Nation Council

Motion: Honorable Leonard Pete
Second: Honorable Leonard Tsosie