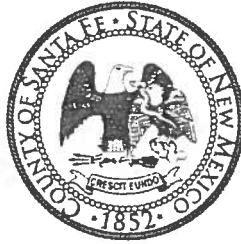


Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: April 16, 2013

TO: Board of County Commissioners

FROM: RM for
Adam Leigland, Public Works Director

VIA: Katherine Miller, County Manager

KMM
4.20.13

ITEM AND ISSUE: BCC Meeting April 30, 2013

REQUEST AUTHORIZATION TO RENEW RIGHT OF WAY USE PERMIT
APPLICATION BY MID-AMERICA PIPELINE COMPANY TO MAINTAIN EXISTING
LIQUID GAS PIPELINE FACILITIES LOCATED IN SOUTHERN SANTA FE
COUNTY. (PUBLIC WORKS/JOHNNY BACA)

BACKGROUND AND SUMMARY:

Mid-America Pipeline Company owns and maintains natural gas liquid transmission facilities in southern Santa Fe County. Currently there are three 12 inch liquid gas transmission lines (parallel to each other) crossing ten Santa Fe County (SFC) maintained roadways. All of these liquid gas line facilities have been permitted separately in the past however only one of the applications is up for renewal. The original application to SFC for the placement of this particular transmission pipeline was made in 1972, renewed in 1987 and is currently sunset as of May 12, 2012. If the applicant requests new installation/maintenance by pavement cut, a permit must be obtained in compliance with the Excavation/Restoration Ordinance 2003-1 and 2009-5. SFC did review permits in other Counties and found them to be less expensive.

ACTION REQUESTED:

Public Works requests authorization to renew the right of way use application made by Mid-America Pipeline Company.

**APPLICATION FOR PERMIT TO INSTALL PIPELINE FACILITIES
WITHIN COUNTY RIGHT OF WAY**

_____ Renewal Permit No.

1. Pursuant to New Mexico Statutes Annotated, 1978, Section 70-3-8, the undersigned Michael A. Todd on behalf of Mid-America Pipeline Company whose address as registered with the NMPRC is 1100 Louisiana, Suite 1000, Houston, Texas 77002 and business address is 9420 West Sam Houston North, Attention Land Department, Houston, Texas 77064-6317 makes application to use highway rights-of-way to maintain facilities installed in Santa Fe County (the County) rights-of-way and permitted under a permit dated May 17, 1987. The size and type of pipeline is L.P.G. 12 and 3/4" O.D. x .219" W.T. API 5L-X65. Exhibit A, attached hereto and made a part hereof by reference, is a map designating the location of the facilities within Santa Fe County.
2. For the purpose of this application "within" shall be construed as meaning "on, over, under, across or along."
 - a. "Engineer" shall be construed as meaning the District Highway Engineer of the New Mexico Department of Transportation or his representative.
 - b. "Applicant" shall be construed as meaning the individual, firm, corporation, association, governmental subdivision, or other organization making application, or the successors of any of the above.
 - c. "Facility" shall be construed as meaning, but not limited to, and publicly, privately, cooperatively, municipally or governmentally owned facility used for carriage, distribution or transmission of water, gas or electricity, oil and products derived therefrom, sewage, stream or other projects carried by means of pipelines, conduits, wires, culverts, ditches, conveyors or other methods.
3. Applicant proposes to leave the facilities in their current location within County rights-of-way and maintain same in compliance with Santa Fe County Ordinance 2003-01 as amended by Ordinance 2009-5 and as may be amended from time to time. If Applicant requests installation/maintenance by pavement cut, a permit must be obtained pursuant to the aforementioned ordinances. The Applicant hereby agrees to pay all fees incurred by the County in processing this Application. Applicant shall deposit with the County a sum estimated by the Director of Public Works as sufficient to reimburse the County all expenses which it will incur in evaluating the application, prior to the County evaluating the merits of the application. Additionally, Applicant agrees to pay a fee per linear foot of pipeline within Santa Fe County in accordance with Section Three (Amendment to Fee Structure) of Ordinance 2009-5 prior to issuance of this permit. The linear feet of line less than 36 inches in width and 48" or less in depth total approximately 680.0 feet. There are no lines at the time of application greater than 36" wide and deeper than 48 inches. Any subsequently placed lines shall be paid for prior to installation at the then current rates charged in accordance with 2003-01 and 2009-05 (as amended from time to time) and all necessary data pertaining to the placement of those lines shall be timely provided to the County.
4. There is attached hereto a diagrammatic dimensioned drawing showing the location of existing and/or proposed installation referenced to roadway and right of way, right of way lines, any access control lines, distance of proposed installation above, or below grade, highway stationing, identification of materials to be used and any other pertinent data. If application is for parallel installation, nature of adjacent land use must be shown. Proposed installations on or in bridges or other structures, or for the installation of any structures, will require detailed structural drawings.
5. Applicant desires this permit to be in effect for ten years. The requested permit must be renewed upon expiration and the burden of timely renewal is on the Applicant. The Applicant shall formally notify the Director of Public Works for Santa Fe County and the Engineer of actual commencement and completion of any maintenance to be conducted on the facilities installed in the rights-of-way. The Applicant shall also formally notify the Director of Public Works for Santa Fe County and the Engineer of removal or abandonment of the facility, or relinquishment of the permit.
6. The signing of the application by the Board of County Commissioners of Santa Fe County and returning it to the Applicant shall validate this application as a permit. The granting of this permit shall not be construed as

granting any easement or property right and is subject to the provisions of any ordinance which has been adopted or may be adopted in the future by the County.

7. Servicing of facilities will not be permitted within the access control lines on any controlled access project. Should an emergency occur, the Applicant shall notify the Director of Public Works for Santa Fe County and the Engineer and shall provide such flagmen, flashers, warning or other safety devices as required by the either the Director of Public Works for Santa Fe County or the Engineer. All routine maintenance shall be performed from outside any access control lines.
8. The relocation or Installation of facilities within public right of way shall be in strict conformance with all provisions of this application, drawing and the Instructions for Utility Permits, as they may be modified by the County or the Engineer, and no departure therefrom may be made without the written consent of the County and the Engineer. All facilities shall be so placed that they will not interfere with nor endanger any roadway features nor other existing facilities. All construction of facilities shall be subject to the inspection and approval of Santa Fe County and the Engineer. All such work shall be performed so that danger, inconvenience and delay to the traveling public will be held to a minimum. Protection and handling of traffic during the installation are the responsibility of the Applicant and must be approved by Santa Fe County and the Engineer.
9. The Applicant will, except as otherwise ordered by Santa Fe County or the Engineer, restore the public right of way, and all bridges or other structures thereon or adjacent thereto which have been altered or affected by facility installation performed hereunder, in accordance with sound construction practices and the County's and Engineer's specifications, and shall cause the work to be done in a workmanlike manner. If any damage is caused to the highway right of way or to any bridge, structure or improvement thereof or adjacent thereto by reason of the installation, maintenance, alteration or removal of such facilities or other appurtenances, the Applicant will reimburse the County and Engineer the full amount thereof promptly upon demand by the County and/or the Engineer provided, however, that the obligation imposed under this paragraph shall not apply in the event the damage resulted from causes beyond the control of the Applicant. All such facilities located within the right of way shall at all times to be kept in such repair so as not to damage the highway, inconvenience or endanger the traveling public and shall be kept free from advertisement, posters and the like.
10. Should the Applicant at any time fail to promptly and fully perform any of the obligations imposed hereby and after thirty (30) days written notice thereof, the County or the Engineer may, at his Option (a) cause the obligations to be fully carried out and performed. And the Applicant will promptly reimburse the County and/or the Engineer for all costs and expenses incident thereto, (b) may summarily order the removal of such facility and if the Applicant fails to comply within a reasonable time, the County and/or the Engineer may direct the removal of the facility with all costs and expenses thereto to be borne by Applicant.
11. If by reason of any change in the location, construction, grade or by any other matter affecting the highway upon which any facility is located because of changing traffic conditions or otherwise, it shall become advisable in the opinion of the County and/or the Engineer that said facility be removed, relocated or otherwise modified, the Applicant, upon written notice from the Engineer, shall remove, relocate or modify such facility without undue delay in such manner as the County and/or Engineer may direct or approve, at the Applicant's expense and at no cost to County or the Engineer. All facilities located on public right of way under the dual jurisdiction of the State and a subordinate governmental entity shall comply with all applicable rules and regulations of such entity properly and lawfully in force and including but not limited to provisions of local franchises not in conflict with the rules and regulations of the Engineer. The Engineer makes no warranty either express or implied as to the continued existence of any highway in any particular location and expressly assumes no obligation with regard to the facility upon change, vacation or abandonment of any highway or portions thereof.
12. Neither the making of this application nor anything herein contained shall constitute a waiver on the part of the Applicant of any rights or claims had or made by some with respect to the occupancy of the streets and highways under the Constitution and Laws of the State of New Mexico, nor shall anything herein contained in anywise prejudice or impair any rights or claims existing independent of this application with respect to

the construction, operation and maintenance of the Applicant's facilities in the County roadways in the State of New Mexico.

13. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.
14. The Applicant will at all times indemnify and save harmless the County of Santa Fe, its officers, agents and employees from any and all claims of every kind or character caused by or incident to the installation, alteration, removal, maintenance or presence of these facilities in the rights-of-way and will promptly reimburse the County of Santa Fe for any and all expenses incurred by the County of Santa Fe in resisting any such claim or claims. Applicant shall furnish proof of general liability insurance in an amount not less than \$1,050,000 and such other sureties as required by Santa Fe County ensuring that the applicant, its successors or assigns will pay all extra expense which the County shall incur by reason of the location of said pipeline, and that applicant will save the county harmless from any and all damage it may be caused to pay, or sustain by reason of the laying or maintaining of such pipeline, and shall pay all sums due, or to become due, the County for the use of its rights-of-way.
15. Each copy of the application must be signed by the Applicant as an individual owner or by any official designated to execute such documents.

This application is hereby granted subject to all provisions herein and to the following special provisions, changes or amendments:

The Applicant shall provide "as-built" horizontal and vertical location information in hard copy and electronic file (AutoCAD DWG (3D) or Microstation DGN (3D) format. The standard horizontal datum shall be North American Datum 1983 (NAD83) and the standard projections shall be the New Mexico State Plane Coordinate System 1983 (NMSPCS83). The standard vertical datum shall be North American Vertical Datum 1988 (NAVD 1988). The preferred media in which this data must be submitted is CD ROM. The facility location information shall be tied to Department monuments and referenced to highway mileposts and/or to highway project construction stationing and certified by a New Mexico Registered Land Surveyor. Metadata or "data about the data" shall be submitted with each Applicant's as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include: 1. District Utility Permit Number. 2. Name, address and phone number of the responsible surveyor. 3. Date of completion of survey. 4. Equipment used to conduct the Survey. 5. Horizontal and vertical control marks used to tie the survey to the NMSPCS83 and NAVD88. 6. Ground to Grid combined scale factor used. 7. Elevations shall be provided every 500 feet and at all survey break points, including all high and low points.

Applicant _____
By Michael A. Stetler
Title LAND MANAGER

Approval of this permit is hereby given this _____ day of _____, 2013.

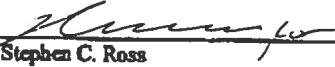
BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

By: _____
Kathy Holian, Chair

Attest:

Geraldine Salazar

Approved as to form:



Stephen C. Ross



To: Michael G. Waszut
Sr. Land Representative
Enterprise Products
Farmington, NM 87401

March 6, 2013

RE: Santa Fe County Road Crossing Plats (PN 2012.1369)

Mr. Waszut,

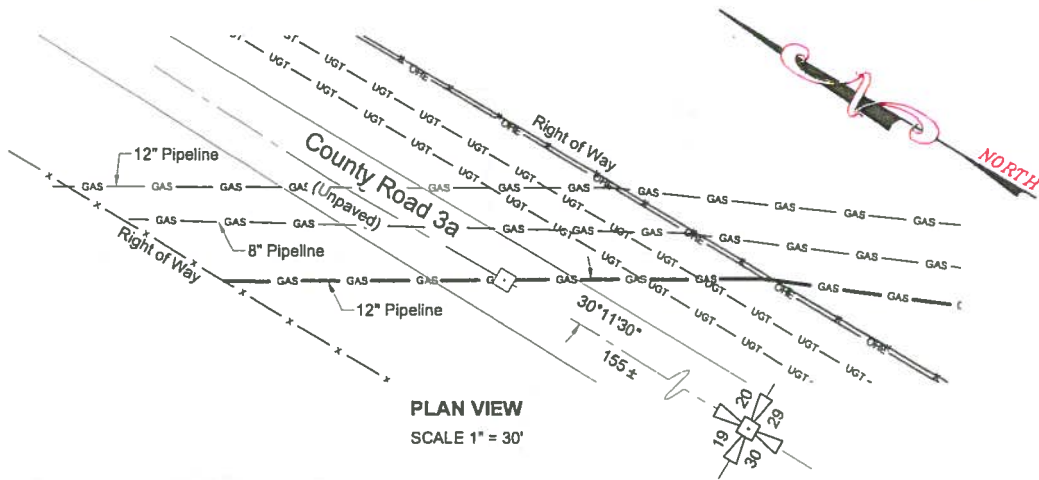
On December 27, 2012, Pettigrew & Associates collected data for preparing road crossing detail drawings for Enterprise Products Pipelines.

This letter is to certify that the survey data provided for the project was collected in accordance with the requirements for surveys as described in the "APPLICATION FOR PERMIT TO INSTALL PIPELINE FACILITIES WITHIN COUNTY RIGHT OF WAY" with the following exceptions:

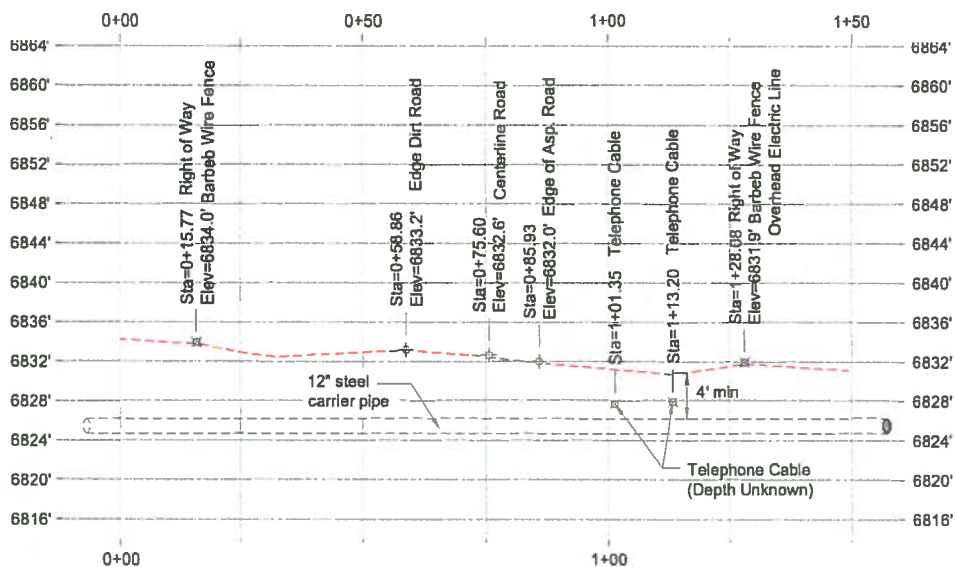
1. Highway mileposts and/or highway project construction stationing were unavailable for the roads crossed. Most are dirt, gravel or two-track roads with minimal improvements.
2. Metadata and survey do not contain elevations for the installed pipe. Facility is in place and backfilled, therefore the pipe was not accessible for measuring elevation.

W.M. Tres Hicks PE, PS
Pettigrew & Associates PA
100 E. Navajo, Suite 100
Hobbs, NM 88240
575-393-9827





PLAN VIEW
SCALE 1" = 30'



PROFILE VIEW
VERTICAL SCALE 1" = 10'
HORIZONTAL SCALE 1" = 30'

NOTE:

- 12" steel carrier pipe with no casing.
- 12" pipe carries natural gas.
- Portions of the topographic information shown hereon were taken from map provided by client. (480-NM-SF-RD-19.2)

LEGEND

- Barbed wire fence
- Overhead electric line
- Underground telephone cable
- Underground gas line
- Existing grade
- Calculated section corner

PROPERTY LOCATION

OWNER:

LOCATION:
SE1/4 of Section 19 and SW1/4 of Section 20,
T11N, R7E, N.M.P.M., Santa Fe County, New Mexico.

PIPELINE CROSSING

OF

COUNTY ROAD 3A

FOR

MID-AMERICA PIPELINE COMPANY

PETTIGREW & ASSOCIATES PA

ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965

100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

REVISIONS

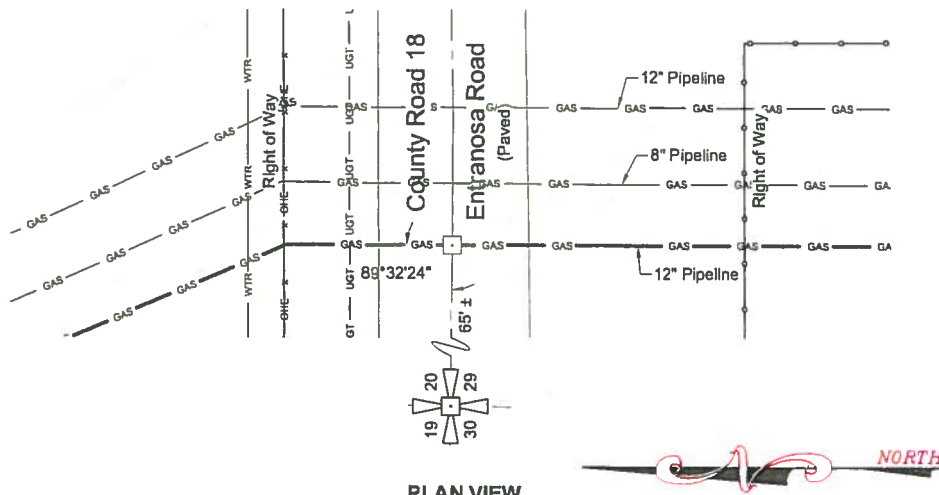
No.	DATE	DESCRIPTION

PROJECT SURVEYOR:
M. Kneeland

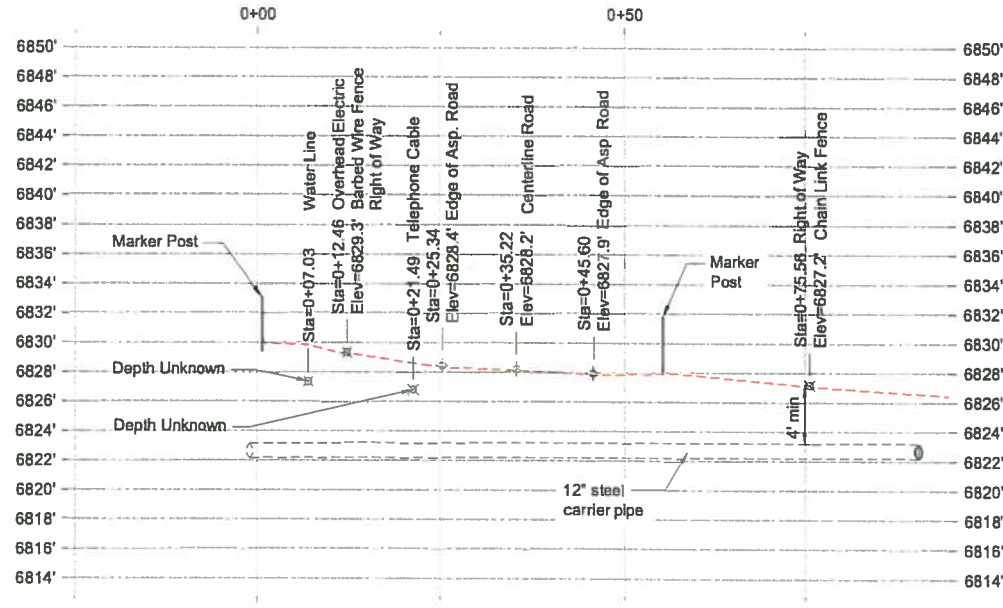
DRAWN BY:
N. Ospina

PROJECT NUMBER:
2012.1369

SHEET
1 of 1
SU - 110



PLAN VIEW
SCALE 1" = 30'



PROFILE VIEW
VERTICAL SCALE 1" = 10'
HORIZONTAL SCALE 1" = 30'

NOTE:

- 12" steel carrier pipe with no casing.
- 12" pipe carries natural gas.
- Portions of the topographic information shown hereon were taken from map provided by client. (480-NM-SF-RD-19.1)

LEGEND

- Barbed wire fence
- Overhead electric line
- Underground gas line
- Underground telephone cable
- Underground water line
- Existing grade
- Calculated section corner

PROPERTY LOCATION

OWNER:

LOCATION:
SW1/4 of Section 20 and NW1/4 of Section 29,
T11N, R7E, N.M.P.M., Santa Fe County, New Mexico.

PIPELINE CROSSING

OF

COUNTY ROAD 18

ENTRANOSA ROAD

FOR

MID-AMERICA PIPELINE COMPANY

PETTIGREW & ASSOCIATES PA

ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965

100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

REVISIONS

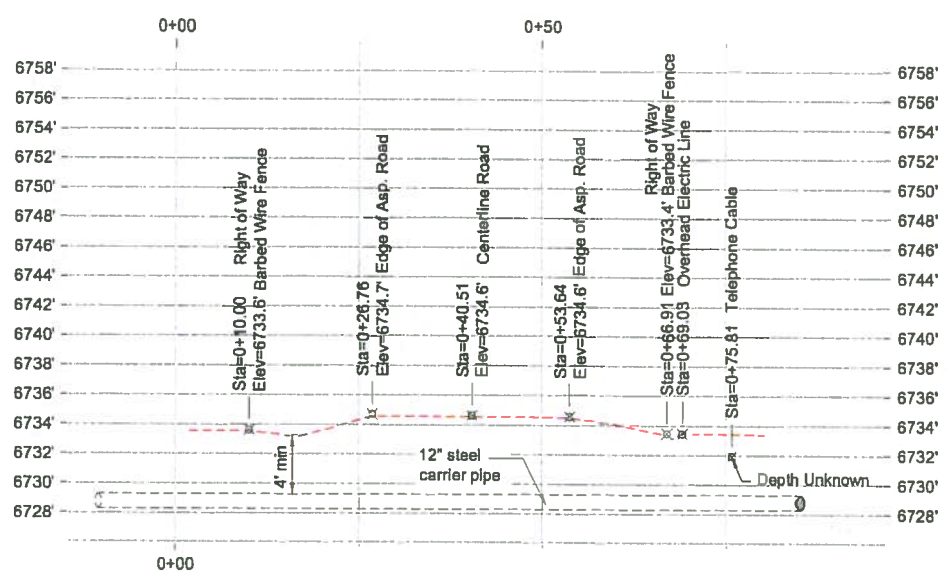
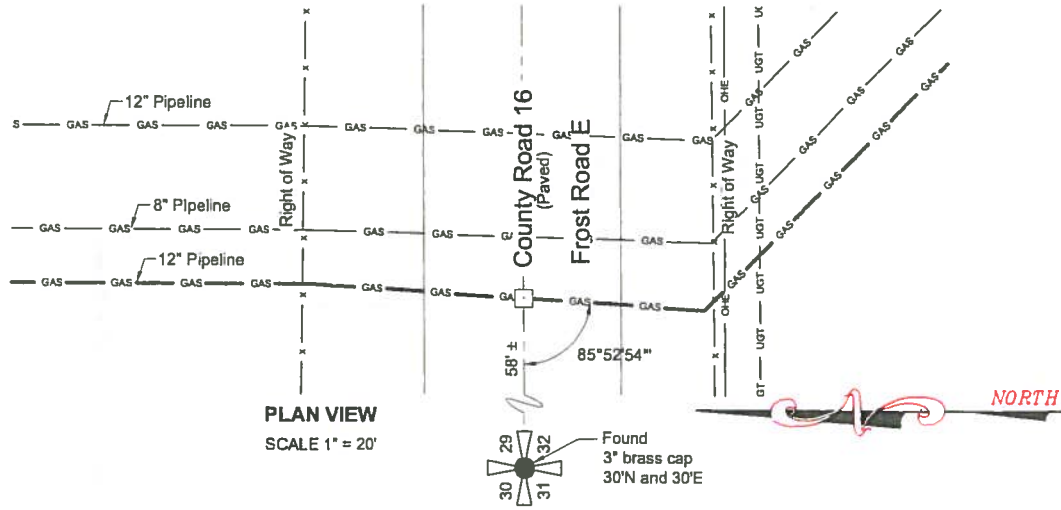
No.	DATE	DESCRIPTION

PROJECT SURVEYOR:
M. Kneeland

DRAWN BY:
N. Ospina

PROJECT NUMBER:
2012.1369

SHEET
1 of 1
SU - 109



- NOTE:**
- 12" steel carrier pipe with no casing.
 - 12" pipe carries natural gas.
 - Portions of the topographic information shown hereon were taken from map provided by client. (480-NM-SF-RD-18A.1)

LEGEND

- Barbed wire fence
- Overhead electric line
- Underground gas line
- Underground telephone cable
- Existing grade
- Calculated section corner

PROPERTY LOCATION

OWNER:

LOCATION:
 NW1/4 of Section 32 and SW1/4 of Section 29,
 T11N, R7E, N.M.P.M., Santa Fe County, New Mexico.

PIPELINE CROSSING

OF

COUNTY ROAD 16

FROST ROAD E

FOR

MID-AMERICA PIPELINE COMPANY

PETTIGREW & ASSOCIATES PA

ENGINEERING | SURVEYING | TESTING
 DEFINING QUALITY SINCE 1965

100 E. Navajo - Suite 100, Hobbs New Mexico 88240
 T 575 393 9827 F 575 393 1543
 Pettigrew.us

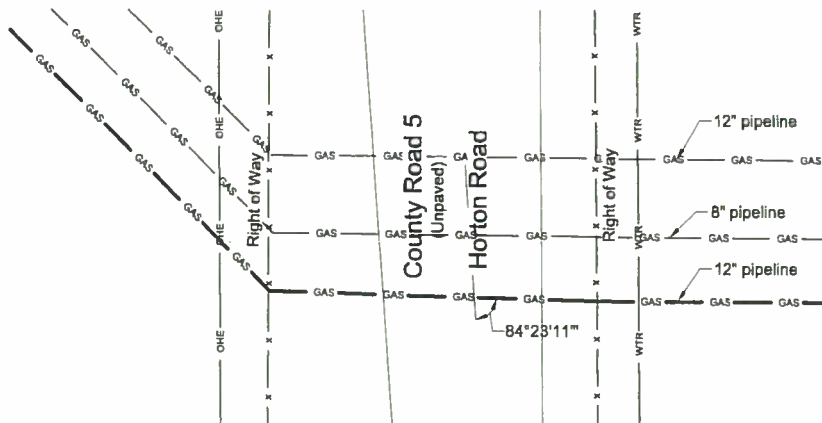
REVISIONS		
No.	DATE	DESCRIPTION

PROJECT SURVEYOR:
M. Kneeland

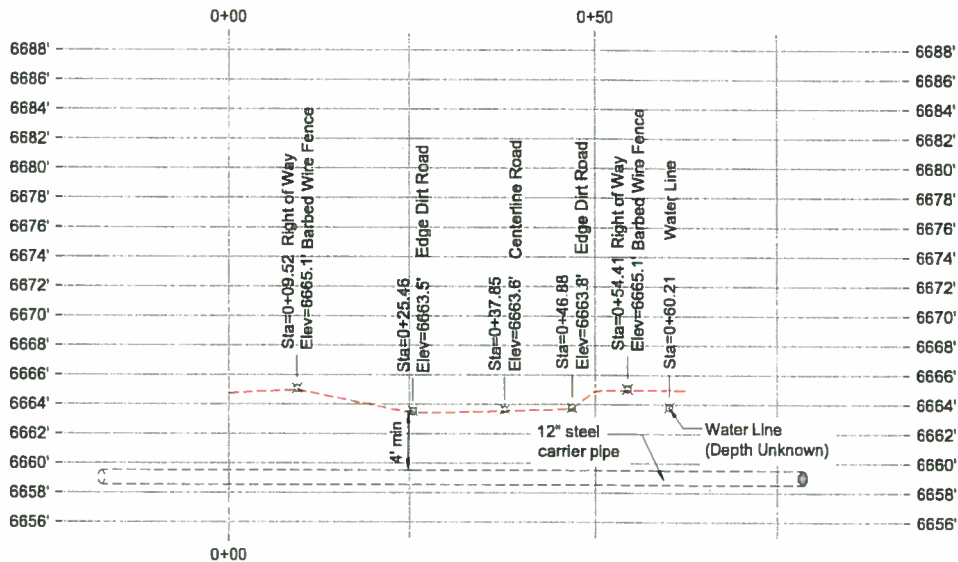
DRAWN BY:
N. Ospina

PROJECT NUMBER:
2012.1369

SHEET
1 of 1
SU - 108



PLAN VIEW
SCALE 1" = 20'

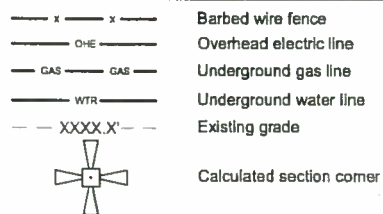


PROFILE VIEW
VERTICAL SCALE 1" = 10'
HORIZONTAL SCALE 1" = 20'

NOTE:

1. 12" steel carrier pipe with no casing.
2. 12" pipe carries natural gas.
3. Portions of the topographic information shown hereon were taken from map provided by client. (480-NM-SF-RD-17.1)

LEGEND



PROPERTY LOCATION

OWNER:

LOCATION:
SE1/4 of Section 32 and SW1/4 of Section 33,
T11N, R7E, N.M.P.M., Santa Fe County, New Mexico.

PIPELINE CROSSING

OF

**COUNTY ROAD 5
HORTON ROAD**

FOR

MID-AMERICA PIPELINE COMPANY

PETTIGREW & ASSOCIATES PA

ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965

100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

REVISIONS

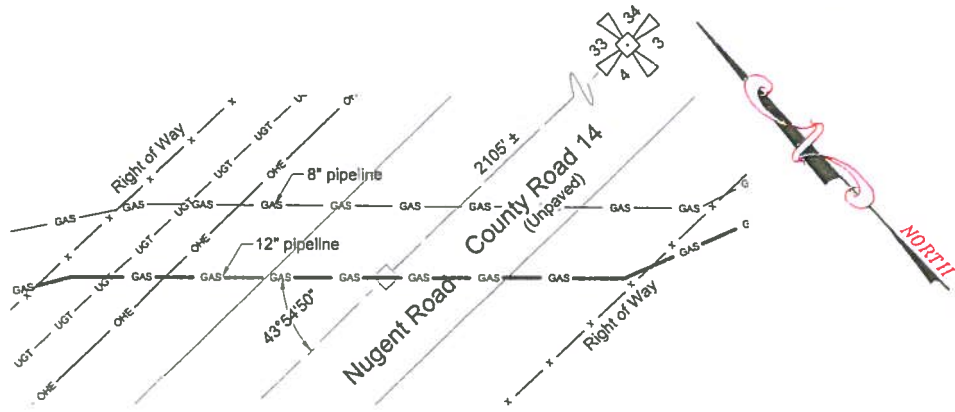
No.	DATE	DESCRIPTION

PROJECT SURVEYOR:
M. Kneeland

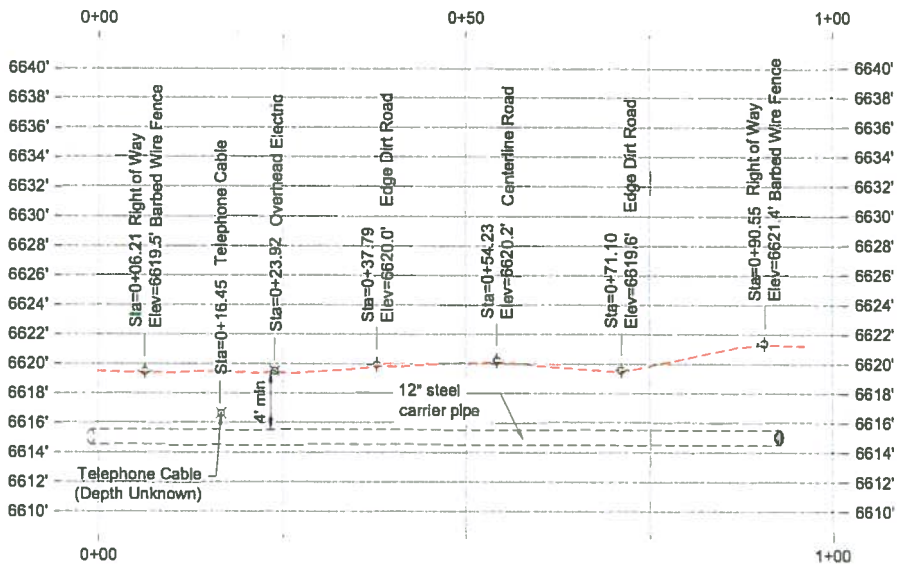
DRAWN BY:
N. Ospina

PROJECT NUMBER:
2012.1369

SHEET
1 of 1
SU - 107



PLAN VIEW
SCALE 1" = 20'



PROFILE VIEW
VERTICAL SCALE 1" = 10'
HORIZONTAL SCALE 1" = 20'

NOTE:

1. 12" steel carrier pipe with no casing.
2. 12" pipe carries natural gas.
3. Portions of the topographic information shown hereon were taken from map provided by client. (480-NM-SF-RD-16.2)

LEGEND	
	Barbed wire fence
	Underground Telephone Cable
	Overhead electric line
	Underground gas line
	Existing grade
	Calculated section corner

PROPERTY LOCATION

OWNER:

LOCATION:
N 1/2 of Section 4, T10N, R7E, N.M.P.M.,
Santa Fe County, New Mexico.

PIPELINE CROSSING

OF

COUNTY ROAD 14

NUGENT ROAD

FOR

MID-AMERICA PIPELINE COMPANY

PETTIGREW & ASSOCIATES PA

ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965

100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

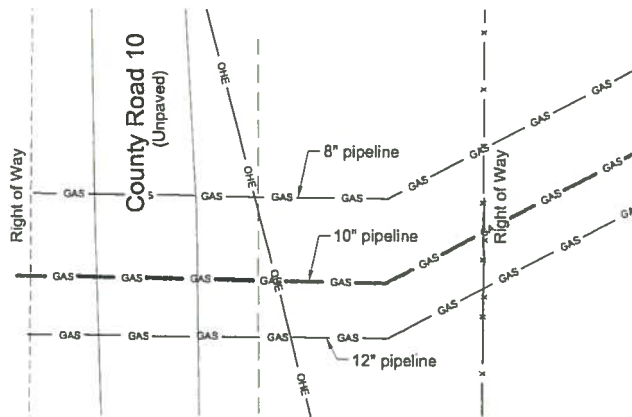
REVISIONS		
No.	DATE	DESCRIPTION

PROJECT SURVEYOR:
M. Kneeland

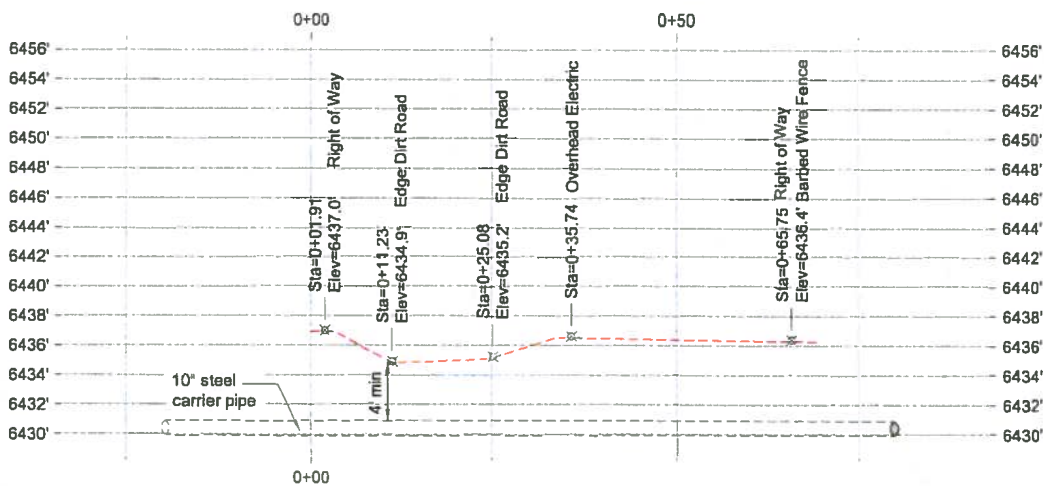
DRAWN BY:
N. Ospina

PROJECT NUMBER:
2012.1369

SHEET
1 of 1
SU - 106



PLAN VIEW
SCALE 1" = 20'



PROFILE VIEW
VERTICAL SCALE 1" = 10'
HORIZONTAL SCALE 1" = 20'

NOTE:

1. 10" steel carrier pipe with no casing.
2. 10" pipe carries natural gas.
3. Portions of the topographic information shown hereon were taken from map provided by client. (480-NM-SF-RD-12.1)

LEGEND	
	Barbed wire fence
	Overhead electric line
	Underground gas line
	Existing grade
	Calculated section corner

PROPERTY LOCATION

OWNER:

LOCATION:
S 1/2 of Section 7 and N 1/2 of Section 18,
T 10N, R 8E, N.M.P.M., Santa Fe County, New Mexico.

PIPELINE CROSSING

OF

COUNTY ROAD 10

FOR

MID-AMERICA PIPELINE COMPANY

PETTIGREW & ASSOCIATES PA

ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965

100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

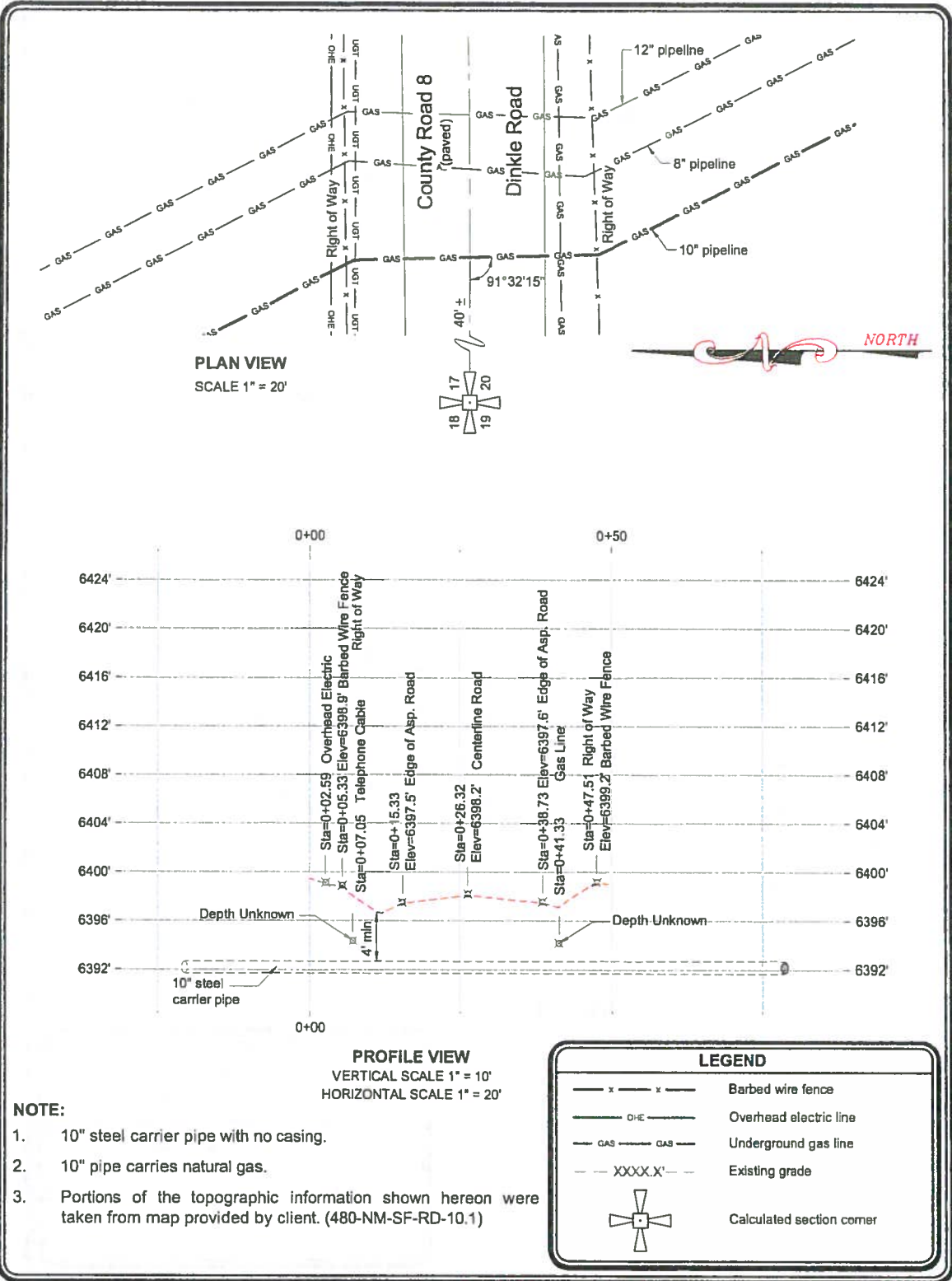
REVISIONS		
No.	DATE	DESCRIPTION

PROJECT SURVEYOR:
M. Kneeland

DRAWN BY:
N. Ospina

PROJECT NUMBER:
2012.1369

SHEET
1 of 1
SU - 105



PLAN VIEW
SCALE 1" = 20'

PROFILE VIEW
VERTICAL SCALE 1" = 10'
HORIZONTAL SCALE 1" = 20'

NOTE:

1. 10" steel carrier pipe with no casing.
2. 10" pipe carries natural gas.
3. Portions of the topographic information shown hereon were taken from map provided by client. (480-NM-SF-RD-10.1)

LEGEND

- Barbed wire fence
- Overhead electric line
- Underground gas line
- Existing grade
- Calculated section corner

PROPERTY LOCATION

OWNER:

LOCATION:
NW1/4 of Section 20 and SW1/4 of Section 17,
T10N, R8E, N.M.P.M., Santa Fe County, New
Mexico.

PIPELINE CROSSING

OF

**COUNTY ROAD 8
DINKLE ROAD**

FOR

MID-AMERICA PIPELINE COMPANY

PETTIGREW & ASSOCIATES PA

ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965

100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

REVISIONS

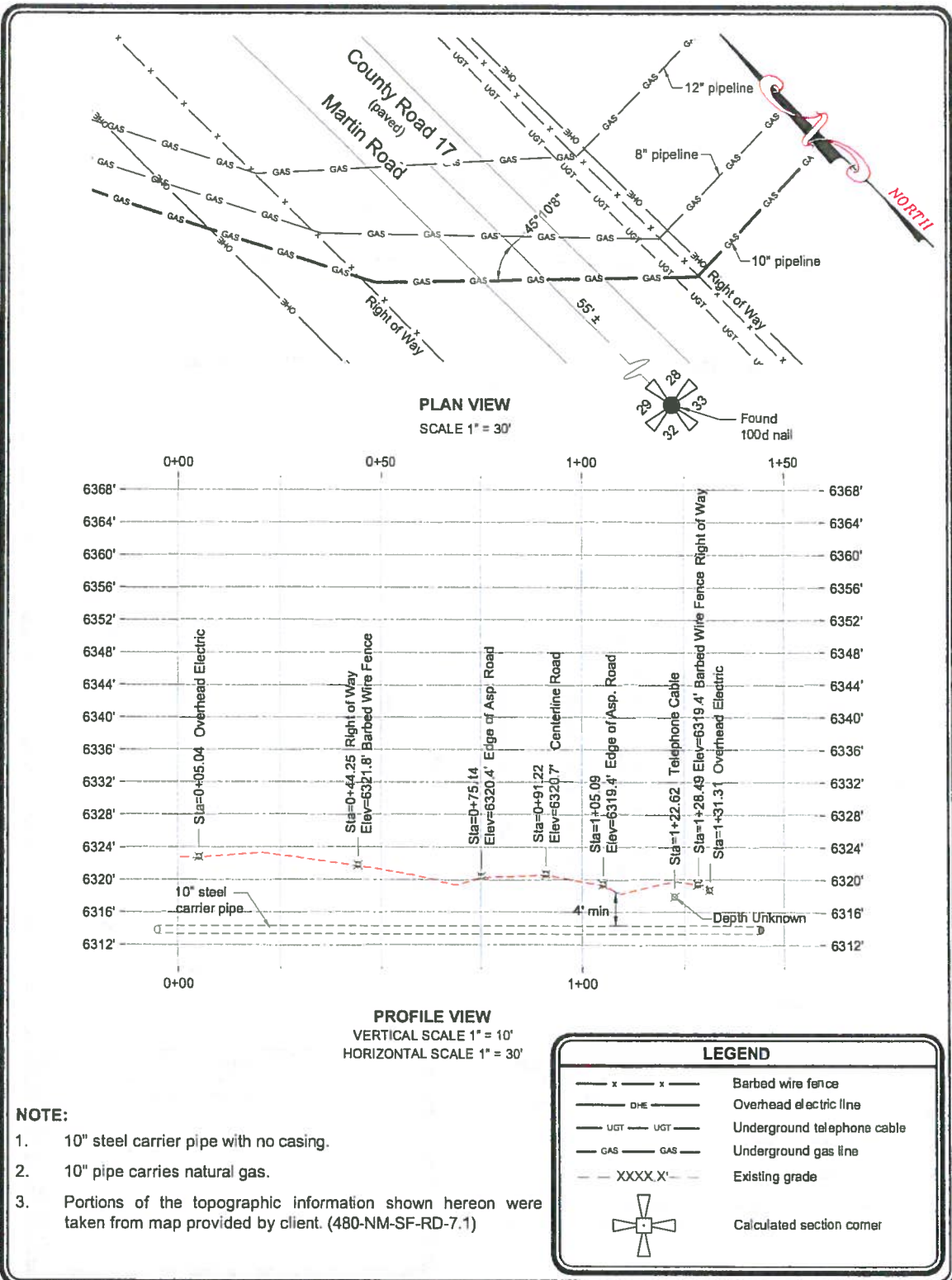
No.	DATE	DESCRIPTION

PROJECT SURVEYOR:
M. Kneeland

DRAWN BY:
N. Ospina

PROJECT NUMBER:
2012.1369

SHEET
1 of 1
SU - 104



PROPERTY LOCATION

OWNER:

LOCATION:
SE1/4 of Section 29 and SW1/4 of Section 28,
T10N, R8E, N.M.P.M., Santa Fe County, New
Mexico.

PIPELINE CROSSING

OF

**COUNTY ROAD 17
MARTIN ROAD**

FOR

MID-AMERICA PIPELINE COMPANY

PETTIGREW & ASSOCIATES PA

ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965

100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

REVISIONS

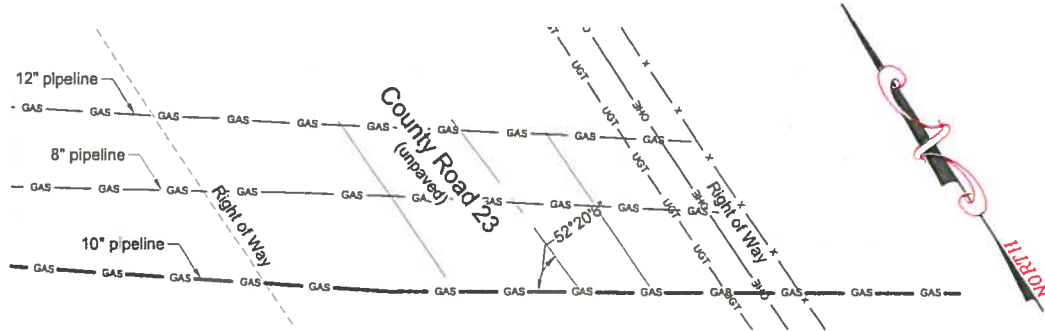
No.	DATE	DESCRIPTION

PROJECT SURVEYOR:
M. Kneeland

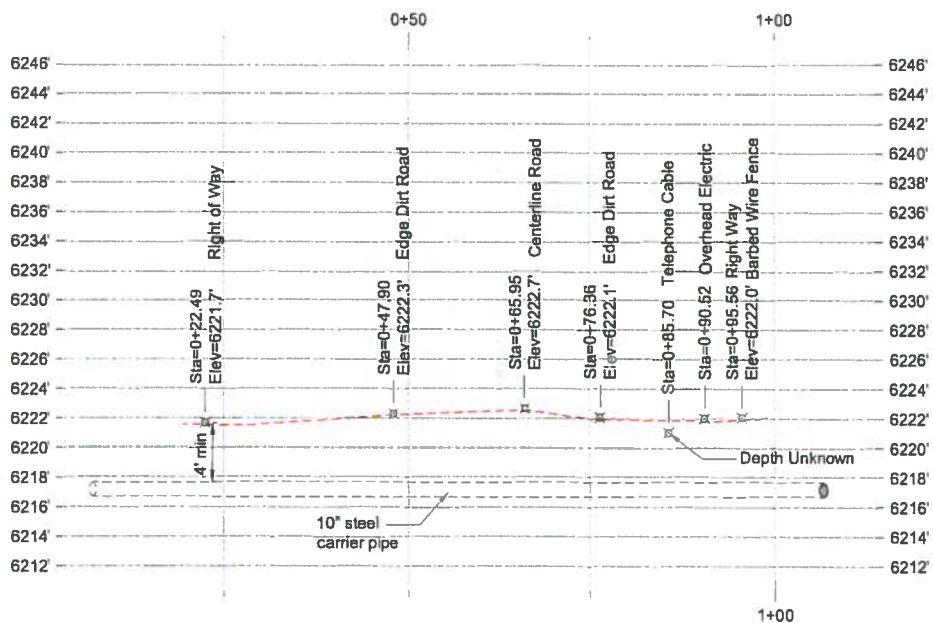
DRAWN BY:
N. Ospina

PROJECT NUMBER:
2012.1369

SHEET
1 of 1
SU - 103



PLAN VIEW
SCALE 1" = 20'



PROFILE VIEW
VERTICAL SCALE 1" = 10'
HORIZONTAL SCALE 1" = 20'

NOTE:

1. 10" steel carrier pipe with no casing.
2. 10" pipe carries natural gas.
3. Portions of the topographic information shown hereon were taken from map provided by client. (480-NM-SF-RD-1.1)

LEGEND

- Barbed wire fence
- Overhead electric line
- Underground telephone cable
- Underground gas line
- Existing grade
- Calculated section corner

PROPERTY LOCATION

OWNER:

LOCATION:
SE1/4 of Section 35 and SW1/4 of Section 36,
T10N, R8E, N.M.P.M., Santa Fe County, New Mexico.

PIPELINE CROSSING

OF

COUNTY ROAD 23

FOR

MID-AMERICA PIPELINE COMPANY

PETTIGREW & ASSOCIATES PA

ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965

100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

REVISIONS

No.	DATE	DESCRIPTION

PROJECT SURVEYOR:
M. Kneeland

DRAWN BY:
N. Ospina

PROJECT NUMBER:
2012.1369

SHEET
1 of 1
SU - 101



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Mid-America Pipeline Company, LLC 1100 Louisiana Street, 10th Floor Houston TX 77002 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: Aspen Insurance UK Ltd.	AA1120337
	INSURER C: Insurance Co of the State of PA	19429
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570049566490** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL2803112	04/18/2012	04/18/2013	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			Commercial General Liab			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	Excluded
	*Each Occurrence						PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$1,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/>	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$1,000,000
<input type="checkbox"/>							S & A Pollution*	\$1,000,000
A	AUTOMOBILE LIABILITY			CA 480-70-20	04/18/2012	04/18/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			Business Auto Coverage (A			BODILY INJURY (Per person)	
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB			PE1206535000**	04/18/2012	04/18/2013	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$1,000,000
	DED		RETENTION					
C A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC001591353	04/18/2012	04/18/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC001591354	04/18/2012	04/18/2013	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC025889882	04/18/2012	04/18/2013	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the Auto Liability and General Liability policies.
 **Policy is excess of primary policies.

CERTIFICATE HOLDER**CANCELLATION**

Santa Fe County, New Mexico c/o County Manager 102 Grant Ave Santa Fe NM 87501 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>
---	---

**MID-AMERICA PIPELINE COMPANY, LLC
POWER OF ATTORNEY**

MID-AMERICA PIPELINE COMPANY, LLC, or the "Company" herein, is a Delaware limited liability company, with offices at 1100 Louisiana Street, Houston, Texas 77002. The Company hereby appoints and authorizes:

Gloria L. Keeter Michael A. Todd Carl D. Richardson Michael D. Brown

each as its Agent and Attorney-in-Fact to act in its name and on its behalf, to execute and deliver, accept, make application for, assign, modify, amend, extend, renew, ratify, terminate or release the following instruments and documents in the usual course of its business relating to its pipelines, storage facilities, and appurtenant facilities, to wit:

(a) easements, rights-of-way, encroachment agreements, reimbursement agreements, licenses, or permits, relating to real property; and

(b) applications for any of the foregoing, relating to lands, waters, or other property owned by or under the jurisdiction of any government or governmental authority, as well as any other applications or reports or statements (excepting tax reports or returns) required by any government or governmental authority.

and to modify, renew and extend the following instruments:

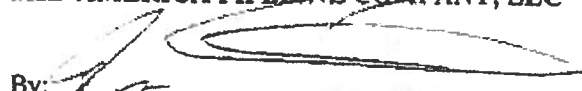
leases of real property.

This Power of Attorney shall, as to each person named above, terminate and be of no further force and effect on the earliest to occur of: (i) written revocation, (ii) two years from the date hereof, or (iii) termination of such person's employment with Enterprise Products Company.

IN WITNESS WHEREOF, MID-AMERICA PIPELINE COMPANY, LLC, has caused this Power of Attorney to be issued, as duly authorized, and to be signed by James M. Collingsworth, President of Mid-America Pipeline Company, LLC.

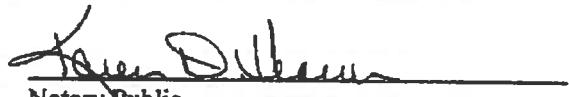
Effective as of the 12th day of July, 2011.

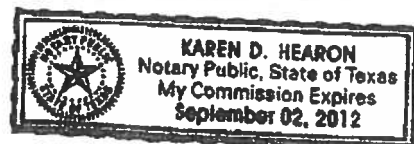
MID-AMERICA PIPELINE COMPANY, LLC

By: 
Name: James M. Collingsworth
Title: President

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of July, 2011, by James M. Collingsworth, President of Mid-America Pipeline Company, LLC, a Delaware limited liability company, on behalf of said company.


Notary Public
In and for the State of TEXAS
My commission expires: September 2, 2012





ENTERPRISE PRODUCTS

614 Reilly Avenue
Farmington, NM 87401

Telephone: (505) 599-2214
Fax: (713) 803-2715

FACSIMILE TRANSMITTAL SHEET

From: Michael Waszut Date: 2/16/2012

Telephone No: (505) 599-2214

To:	<u>Wayne Dalton</u>	<u>(505) 995-2716</u>
Company:	<u>Santa Fe County</u>	
Fax No.:	<u>(505) 986-6389</u>	
Number of Pages (including this sheet):	<u>4</u>	

Comments: _____

Wayne, here is the existing permit that needs to be renewed.

Thanks,

Michael Waszut

Sr. Land Representative

Enterprise Products

Farmington, NM 87401

(505) 599-2214

mgwaszut@eprod.com

The information contained in this FACSIMILE is confidential and/or privileged. This FACSIMILE is intended to be reviewed initially by the individual named above only. If the reader of this transmittal sheet is not the intended recipient or a representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this FACSIMILE or the information contained herein is prohibited. If you have received this FACSIMILE in error, please notify the sender immediately by telephone at the number shown under the sender's name above, and return the FACSIMILE by mail to the sender at the address shown above. Thank you.

APPLICATION FOR PERMIT TO INSTALL UTILITY FACILITIES WITHIN COUNTY RIGHT OF WAY

LAND USE ADMINISTRATOR

Permit Number -
New Installation
[X] Renewal Permit
Relocation
Remain in place

1. Pursuant to New Mexico Statutes Annotated, 1978, Sections 62-1-3, the undersigned: Mid-America Pipeline Company, a Delaware Corporation Address: 1800 S. Baltimore, Tulsa, Oklahoma 74119

herein makes application to use county road rights of way to install: 12-3/4" O.D. X 0.219" W.T. API 5L-X65 Size and Type of Facility: L.P.G. Pipeline (See attached maps) County of Santa Fe in Section _____, Township _____, Range _____.

- 2. For the purpose of this application "within" shall be construed as running "on, over, under, across or along."
a. "Inspector" shall be construed as meaning the Santa Fe County Land Use Administrator, or his representative.
b. "Applicant" shall be construed as meaning the individual, firm, corporation, association, government subdivision, or other organization, or the successors of any the above.
c. "Facility" shall be construed as meaning, but not limited to, any publicly, privately, cooperatively, municipally or governmentally owned facility used for carriage, distribution or transmission of water, gas or electricity, oil and products derived therefrom, sewage, steam or other products carried by means of pipelines, conduits, wires, culverts, ditches, conveyors, or other methods.
d. If application is for a parallel installation, justification as to why private right may not be utilized must be furnished.

3. Applicant proposes to relocate, install or leave facility ___ feet within the _____ right of way line. The proposed installation shall be: Bored (Crossing or Parallel) (Subsurface or Overhead) (Boring, Jacking or Pavement Cut).

- a. If Applicant requests installation by pavement cut, complete justification therefore shall be submitted by attachment.
b. Where application for pavement cut is justified, the application may be held in abeyance pending receipt of cash bond in an amount to be fixed by the Inspector.

4. There is attached hereto a diagrammatic dimensioned drawing showing the location of existing and/or proposed installation referenced to roadway and right of way, right of way lines, any access control lines, distance of proposed installation above or below grade, highway stationing identification of materials to be used and any other pertinent data. If application is for parallel installation, nature of adjacent land use shall be shown. Proposed installation on or in bridges or other structures, or for the installation of any structure, will require detailed structural drawings.

Handwritten signature or initials.

5. Applicant declares this permit to be in effect for 25 years. Permit will not be issued for a period longer than 25 years, must be renewed upon expiration and the burden of timely renewal is on the Applicant. The Applicant shall formally notify the Inspector of actual commencement and completion of construction of the installation. The Applicant shall also formally notify the Inspector of removal or abandonment of the facility, or relinquishment of the permit.
6. The signing of the application by the Inspector and returning it to the Applicant shall validate this application as a permit. The granting of this permit shall not be construed as granting any easement or property right and is subject to the provisions any ordinance which has been adopted or may be adopted in the future by the County.
7. To comply with the Bureau of Public Roads PPM 30-1, servicing of facilities will not be permitted within the access control lines on any controlled access project. Should an emergency occur, the Applicant shall notify the Inspector and shall provide such flagman, flashers, warning or other safety devices as required by the Inspector. All routine maintenance shall be performed from outside any access control lines.
8. The relocation or installation of facilities within public right of way shall be in strict conformance with all provisions of this application, drawing and the instructions for Utility Permits, as they may be modified by the Inspector, and no departure therefrom may be made without the written consent of the Inspector. All facilities shall be so placed that they will not interfere with nor endanger any roadway features nor other existing facilities. All construction of facilities shall be subject to the inspection and approval of the Inspector. All such work shall be performed so that danger, inconvenience and delay to the traveling public will be held to a minimum. Protection and handling of traffic during the installation are the responsibility of the Applicant and must be approved by the Inspector.
9. The applicant will, except as otherwise ordered by the Inspector, restore the public right of way, and all bridges or other structure thereon or adjacent thereto which have been altered or affected by facility installation performed hereunder, in accordance with sound construction practices and the Inspector's specifications, and shall cause the work to be done in a workmanlike manner. If any damage is caused to the highway right of way or to any bridge, structure or improvement thereon or adjacent thereto by reason of the installation, maintenance, alteration or removal of such facilities or other appurtenances, the Applicant will reimburse the Inspector the full amount thereof promptly upon demand by the Inspector provided, however, that the obligation entered under this paragraph shall not apply in the event the damage resulted from causes beyond the control of the Applicant. All such facilities located within the right of way shall at all times be kept in such repair so as not to damage the highway, inconvenience or endanger the traveling public and shall be kept from advertisements, posters and the like.
10. The Applicant will at all times indemnify and save harmless the County of Santa Fe the offices agents and employees from any and all claims of every kind or character caused by of incident

to the installation, alteration, removal or condition of these facilities in the right of way and will promptly reimburse the County of Santa Fe for any and all expenses incurred by the County of Santa Fe in resisting any such claim or claims. Nothing herein shall be construed to mean that the Applicant hereinunder will indemnify and save harmless the County of Santa Fe from any claims caused by or incident to any neglect, carelessness or breach of duty in the part of the County of Santa Fe.

11. Should the Applicant at any time fail to promptly and fully perform any of the obligations imposed hereby, and after thirty days written notice thereof, the Inspector may, at his option (a) cause the obligations to be fully carried out and performed, and the Applicant will promptly reimburse the Inspector for all costs and exercise incident thereto, (b) may summarily order the removal of such facility and if the Applicant fails to comply within a responsible time, the Inspector may direct the removal of the facility with all costs and expenses thereto to be borne by Applicant.

12. If by reason of any change in the location, construction, grade or by any other matter affecting the highway upon which any facility is located because of changing traffic conditions or otherwise, it shall become advisable in the opinion of the Inspector that said facility be removed, relocated or otherwise modified, the Applicant, upon written notice from the Inspector, shall remove, relocate or modify such facility without undue delay in such manner as the Inspector may direct or approve, at the Applicant's expense and at no cost to the Inspector, unless at the time of such removal, relocation or modification, the State law authorizes payment or reimbursement for such removal, relocation or modification. All facilities located on public right of way under the dual jurisdiction of the State and subordinate governmental entity shall comply with all applicable rules and regulations of such entity property and lawfully in force and including but not limited to provisions of local franchises not in conflict with the rules and regulations of the Inspector. The Inspector makes no warranty either express or implied as to the continued existence of any highway in any particular location and expressly assumes no obligation with regard to the facility upon change, vacation or abandonment of any highway or portions thereof.

13. Neither the making of this application nor anything herein contained shall constitute a waiver on the part of the Applicant of any rights or claims had or made by some with respect to the other occupancy of the success and highways under the Constitution and Laws of the State of New Mexico, nor shall anything herein contained in anywise prejudice or impair any rights or claims existing independent of this application with respect to the construction, operation and maintenance of the Applicant's facilities in the county roadways in the State of New Mexico.

14. Each copy of the application must be signed by the Applicant as an individual owner or by any official designated to execute such documents.

This application is hereby granted subject to all provisions herein and to the following special provisions, changes or amendments:

Applicant - Mid-America Pipeline Company
By - *Paula McKinney*
Title -

Approval of this permit is hereby given this 17 day of May, 1987

By - *James J. Madala*
Title - *Chief Land Use Inspector*