

HIP - 59

# GENERAL CORRESPONDENCE

YEAR(S):

1991

**ENRON**  
Gas Pipeline Operating Company

P. O. Box 1188 Houston, Texas 77251-1188 (713) 853-6161

U.S. CONSERVATION  
RECEIVED  
91 JUN 10 AM

June 6, 1991

Mr. Roger Anderson  
State of New Mexico  
Oil Conservation Division  
Energy, Minerals and Natural Resources Department  
State Land Office Building  
P. O. Box 2088  
Santa Fe, New Mexico 87504

Dear Mr. Anderson:

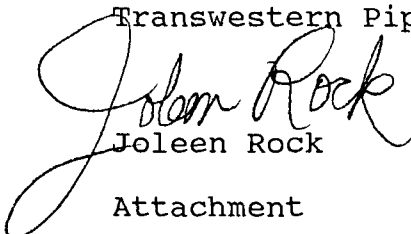
Re: Request for Permit - Discharge of Pipeline Hydrostatic  
Test Waters onto Pipeline Right-of-Way and the ground -  
Transwestern Pipeline Company 30" San Juan Basin Pipeline  
Project and 30" Transwestern Pipeline Expansion Project

The unnumbered test section discharge point named on our  
application letter of April 30 as Gallup Station Piping has  
been moved from the original location approximately 3,000 feet  
to the west. The discharge will now be further away from the  
Puerco River although it will still be in Section 8, T15N-R17W,  
McKinley County, New Mexico. Attached is the revised USGS Quad  
Map.

Please advise if the hay bale filter method can be used for  
this short section of pipe.

Sincerely,

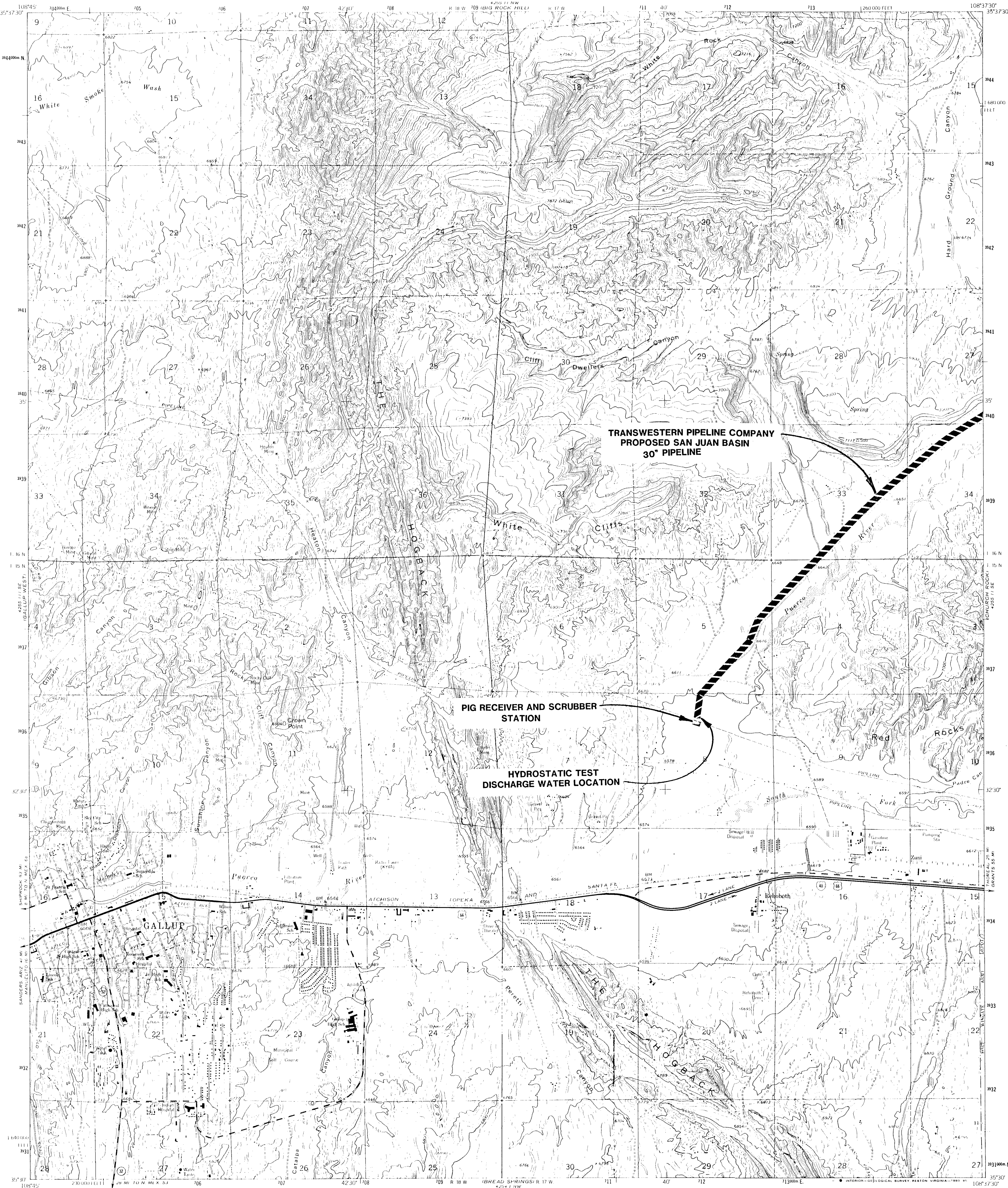
Transwestern Pipeline Company

  
Joleen Rock

Attachment

cc: W. Alan Bowman  
Kevin McGlynn  
Leonard Hilton  
Doug Mulhausen  
Jim Skellett  
Don Sasser

Mailed Federal Express June 7, 1991



Mapped, edited, and published by the Geological Survey  
Control by USGS and NOS/NOAA

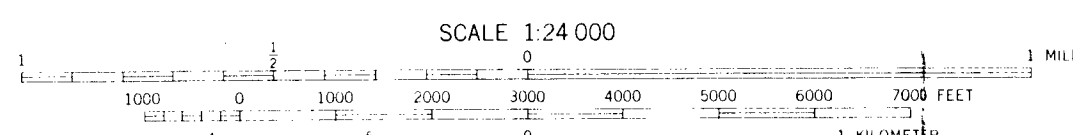
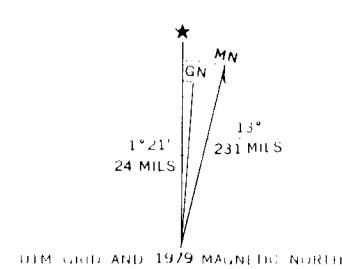
Topography by photogrammetric methods from aerial  
photographs taken 1962. Field checked 1963.

Polyconic projection. 1927 North American datum.  
10,000 foot grid based on New Mexico coordinate system, west zone  
1000 meter Universal Transverse Mercator grid ticks,  
zone 12, shown in blue.

Red tint indicates areas in which only landmark buildings are shown.  
Where omitted, land lines have not been established.

Contours shown by graphic symbols. Contour interval 20 feet.  
Dotted lines represent 10-foot contours.  
National Geodetic Vertical Datum of 1929.

Part of map includes certain colored and uncolored areas.



SCALE 1:24,000  
CONTOUR INTERVAL 20 FEET  
DOTTED LINES REPRESENT 10-FOOT CONTOURS  
NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092  
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST



ROAD CLASSIFICATION  
Heavy duty ——— Light duty ———  
Medium-duty ——— Unimproved dirt ———  
( ) Interstate Route { } U.S. Route ( ) State Route

**SAN JUAN**  
GALLUP EAST, N. MEX.  
N35.30 W108.51 5/7.5

1963  
PHOTOGRAPHED BY U.S.G.S.  
DMA 4255-11 SW-SERIES V681

revised 5-24-91 17



**ENRON** OIL CONSERVATION DIVISION  
Gas Pipeline Operating Company

June 3, 1991

P. O. Box 1188 Houston, Texas 77251-1188 (713) 853-6161 JUN 9 56

Mr. Roger Anderson  
State of New Mexico  
Oil Conservation Division  
Energy, Minerals and Natural Resources Department  
State Land Office Building  
P. O. Box 2088  
Santa Fe, New Mexico 87504

Dear Mr. Anderson:

Re: Request for Permit - Discharge of Pipeline Hydrostatic Test Waters onto Pipeline Right-of-Way and the ground - Transwestern Pipeline Company 30" San Juan Basin Pipeline Project and 30" Transwestern Pipeline Expansion Project

As stated in our application letter of April 30 per the requirements of the State of New Mexico, attached is a copy of the signed easement for test section 9 and a copy of the signed easement for test section 10 on the Transwestern Pipeline Expansion Project Loop E.

Paragraph two of the easements as acquired in 1959 and 1960, granted Transwestern Pipeline Company the right to construct, operate and maintain additional pipelines. The pipeline as planned for 1991 is being constructed pursuant to the grant of right-of-way acquired in 1959 and 1960. (See Paragraph two).

I will continue to forward to you copies of easements as they are received in our office.

Sincerely,

Transwestern Pipeline Company

  
Joleen Rock

Attachments

cc: W. Alan Bowman  
Leonard Hilton  
Kevin McGlynn  
Doug Mulhausen  
Ed Peck  
Don Sasser  
Jim Skellett  
Don Thomas

Mailed Federal Express June 3, 1991

# ENRON

## Gas Pipeline Operating Company

May 23, 1991

P. O. Box 1188 Houston, Texas 77251-1188 (713) 853-6101 <sup>17563</sup>

Mr. Roger Anderson  
 State of New Mexico  
 Oil Conservation Division  
 Energy, Minerals and Natural Resources Department  
 State Land Office Building  
 P. O. Box 2088  
 Santa Fe, New Mexico 87504

Dear Mr. Anderson:

Re: Request for Permit - Discharge of Pipeline Hydrostatic Test Waters onto Pipeline Right-of-Way and the ground - Transwestern Pipeline Company 30" San Juan Basin Pipeline Project and 30" Transwestern Pipeline Expansion Project

Attached are revised USGS Quad maps for the 30" San Juan Basin pipeline hydrostatic test water discharge points. An additional discharge point is required on the Navajo Indian Reservation in T-18-N, R-15-W. This new discharge point is designated as test section 4. As a result of adding this discharge point, all test section designations north of this point will increase in number designations by one. For example, test section 5 becomes test section 6 and test section 6 becomes test section 7, and so on.

Adding this discharge point also changes the test section lengths and volumes for test sections 4, 5 and 6. The new test section length and volume for test section 4 is 2.33 miles and 430,460 gallons, for test section 5 is 1.08 miles and 197,360 gallons and for test section 6 is 14.07 miles and 2,599,400 gallons.

Start of construction is still scheduled for June 1. We plan to begin hydrostatic testing about July 1.

Please advise if further information is needed from our office.

Sincerely,

Transwestern Pipeline Company

*Joleen Rock*  
 Joleen Rock  
 Environmental Affairs

cc: W. Alan Bowman  
 Leonard Hilton  
 Kevin McGlynn  
 Doug Mulhausen  
 Don Sasser  
 Jim Skellett  
 Don Thomas

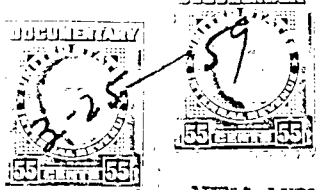
Post-It brand fax transmittal memo 7671

# of pages 1

To <i>Roger Anderson</i>	From <i>Joleen Rock</i>
Co.	Co.
Dept.	Phone #
Fax #	Fax #

Mailed Federal Express May 23, 1991 <sup>Part of the Enron Group of Energy Companies</sup>

\*\* TOTAL PAGE.001 \*\*



# EASEMENT

BOOK 15 PAGE 115

STATE OF NEW MEXICOCOUNTY OF McKinley
 NAME AND ADDRESS OF GRANTOR (Whether one or more, called "GRANTOR")  
Paul Merrill and Patricia Vogt Merrill, husband and wife, residing at  
Ft. Wingate, New Mexico

NAME AND ADDRESS OF GRANTOR'S AGENT: \_\_\_\_\_

NAME AND ADDRESS OF DEPOSITORY BANK: \_\_\_\_\_

LAND DESCRIPTION: (called "Land") \_\_\_\_\_

All of section 17, Township 16 North, Range 20 West.

 All of sections 13 and 23, Township 16 North, Range 21 West.  
 Lots 1, 2, 3 and 4 in section 15, Township 16 North, Range 21 West.

 being Land conveyed in deed dated February 6th, 1956 wherein \_\_\_\_\_ is Grantor and \_\_\_\_\_ is Grantee, recorded in Volume 13, Page 304, of the Deed Records of the above County and State.

1. That Grantor in consideration of \$5.00 and other good and valuable considerations, the receipt and sufficiency being acknowledged, has and does hereby GRANT, BARGAIN, SELL and CONVEY unto TRANSWESTERN PIPELINE COMPANY, a Delaware corporation, with offices at Houston, Texas, its successors and assigns, (called "Grantee"), the right, privilege and easement at any time and from time to time to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipelines, gate valves, fittings, tieovers, and other appurtenances, including Cathodic protection equipment, for the transportation of oil, gas, petroleum products and any other liquids, gases or substances which can be transported through pipelines; together with the right to select, change or alter the routes under, upon, over and through the above Land.

2. For the same consideration, there is included in this grant the right to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace at any time and from time to time one or more additional lines of pipe, not necessarily parallel to any existing line laid under the terms of this agreement, and gate valves, fittings, tieovers and other appurtenances. For each additional line laid after the first line, Grantee shall pay to Grantor \$1.00 per linear rod of additional pipeline laid under, upon, over or through said Land within sixty days subsequent to the completion of the construction of any such additional line:

3. This grant and all the terms and provisions hereof shall bind and inure to the benefit of the respective heirs, lessees, licensees, successors and assigns of Grantor and Grantee and the rights and easements herein granted may be assigned together or separately and in whole or in part to any other person, firm or corporation.

4. TO HAVE AND TO HOLD with warranty covenants unto Grantee, its successors and assigns, with ingress to and egress from the above Land for all purposes herein granted.

5. Grantor is to fully use and enjoy said premises except for the purposes herein granted to Grantee, and provided that Grantor shall not construct or permit to be constructed any house, structure, pond, reservoir, or obstruction on or over or that will interfere with the construction, maintenance or operation of any pipelines and appurtenances constructed hereunder and will not change the grade over such pipelines.

6. Any pipeline laid pursuant to this grant shall, wherever said Land is under cultivation, be buried to such depth as will not interfere with the ordinary cultivation thereof; provided that any pipeline may be suspended across irrigation or other canals, waterways, gulleys or ravines in or on said Land, and such places where ledges of rock or boulders are encountered, either underground or projecting above the surface of the ground, said pipelines may be buried at any depth or laid on the tops of such rocks or boulders.

7. Grantee agrees to pay any damages to growing crops, fences, buildings and timber on said Land which may immediately and directly result from the exercise of the rights herein granted. (Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or assigns, and the third to be chosen by the two persons appointed as aforesaid. The written award of such three persons shall be final and conclusive.)

8. At the option of Grantee, all payments to be made hereunder shall be paid or tendered by check or draft of Grantee either direct or by mail to Grantor or to Grantor's credit to Agent or Depository Bank, who are hereby appointed Grantor's agent for such purpose and are authorized to receive and receipt for the same. Absent notice in writing to the contrary, Grantor authorizes Agent to deal for and bind Grantor's interest in all matters relative to the rights and easement herein granted, i.e., settlement of surface damages, etc. Grantee shall not be deemed obligated to lay any pipeline on the above land.

9. This agreement as written covers all the agreements and stipulations between the parties and no representations or statements, oral or written, have been made modifying, adding to or changing the terms hereof.

 IN WITNESS WHEREOF, Grantors have executed this agreement on this 24th day of February, 1959.

WITNESSES:

S. W. Peckham
Paul Merrill  
Patricia Vogt Merrill



# E A S E M E N T

STATE OF NEW MEXICO

BOOK

38 PAGE 393

COUNTY OF McKINLEY

NAME AND ADDRESS OF GRANTOR (Whether one or more, called "GRANTOR")

THE PITTSBURG & MIDWAY COAL & MINING COMPANY

NAME AND ADDRESS OF GRANTOR'S AGENT:

NAME AND ADDRESS OF DEPOSITORY BANK:

LAND DESCRIPTION: (called "Land")

Section 19, Township 16 North, Range 20 West, McKinley County,  
New Mexico.

The right-of-way herein conveyed shall be one hundred (100) feet in width throughout, being fifty (50) feet on each side of the following described Center Line.

Beginning at a point in the South boundary line of Section 19, Township 16 North, Range 20 West, which point is located due West 565 feet from the Southeast corner of said Section 19, Township 16 North, Range 20 West; thence North  $74^{\circ} 03'$  West 5,314 feet to a point in the West boundary line of Section 19, Township 16 North, Range 20 West, which point is located due North 1,435 feet from the Southwest corner of said Section 19, Township 16 North, Range 20 West, McKinley County, New Mexico, wherein

\_\_\_\_\_ is Grantor and \_\_\_\_\_ is

Grantee, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Deed Records of the above County and State.

1. That Grantor in consideration of \$5.00 and other good and valuable considerations, the receipt and sufficiency being acknowledged, has and does hereby GRANT, BARGAIN, SELL and CONVEY unto TRANSWESTERN PIPELINE COMPANY, a Delaware corporation, with offices at Houston, Texas, its successors and assigns, (called "Grantee"), the right, privilege and easement at any time and from time to time to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipelines, gate valves, fittings, tieovers, and other appurtenances, including Cathodic protection equipment, for the transportation of oil, gas, petroleum products and any other liquids, gases or substances which can be transported through pipelines; together with the right to select, change or alter the routes under, upon, over and through the above Land.

2. For the same consideration, there is included in this grant the right to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace at any time and from time to time one or more additional lines of pipe, not necessarily parallel to any existing line laid under the terms of this agreement, and gate valves, fittings, tieovers and other appurtenances. For each additional line laid after the first line, Grantee shall pay to Grantor \$1.00 per linear rod of additional pipeline laid under, upon, over or through said Land within sixty days subsequent to the completion of the construction of any such additional line:

3. This grant and all the terms and provisions hereof shall bind and inure to the benefit of the respective heirs, lessees, licensees, successors and assigns of Grantor and Grantee and the rights and easements herein granted may be assigned together or separately and in whole or in part to any other person, firm or corporation.

4. TO HAVE AND TO HOLD with warranty covenants unto Grantee, its successors and assigns, with ingress to and egress from the above Land for all purposes herein granted.

5. Grantor is to fully use and enjoy said premises except for the purposes herein granted to Grantee, and provided that Grantor shall not construct or permit to be constructed any house, structure, pond, reservoir, or obstruction on or over or that will interfere with the construction, maintenance or operation of any pipelines and appurtenances constructed hereunder and will not change the grade over such pipelines.

6. Any pipeline laid pursuant to this grant shall, wherever said Land is under cultivation, be buried to such depth as will not interfere with the ordinary cultivation thereof; provided that any pipeline may be suspended across irrigation or other canals, waterways, gulleys or ravines in or on said Land, and such places where ledges of rock or boulders are encountered, either underground or projecting above the surface of the ground, said pipelines may be buried at any depth or laid on the tops of such rocks or boulders.

7. Grantee agrees to pay any damages to growing crops, fences, buildings and timber on said Land which may immediately and directly result from the exercise of the rights herein granted. (Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or assigns, and the third to be chosen by the two persons appointed as aforesaid. The written award of such three persons shall be final and conclusive.)

8. At the option of Grantee, all payments to be made hereunder shall be paid or tendered by check or draft of Grantee either direct or by mail to Grantor or to Grantor's credit to Agent or Depository Bank, who are hereby appointed Grantor's agent for such purpose and are authorized to receive and receipt for the same. Absent notice in writing to the contrary, Grantor authorizes Agent to deal for and bind Grantor's interest in all matters relative to the rights and easement herein granted, i.e., settlement of surface damages, etc. Grantee shall not be deemed obligated to lay any pipeline on the above land.

9. This agreement as written covers all the agreements and stipulations between the parties and no representations or statements, oral or written, have been made modifying, adding to or changing the terms hereof.

IN WITNESS WHEREOF, Grantors have executed this agreement on this 22 day of April, 1960

WITNESSES:

THE PITTSBURG &amp; MIDWAY COAL &amp; MINING COMPANY

*Edwin R. Phelps*  
BY: EDWIN R. PHELPS, Vice President



Kansas BOOK 38 PAGE 394  
STATE OF ARIZONA  
COUNTY OF Crawford

On this the 22<sup>nd</sup> day of April, 1960, before me, Frank H. Ales  
the undersigned officer, personally appeared Edwin R. Phelps, Pres., THE PITTSBURG & MIDWAY  
Kansas corporation, known to me (or satisfactorily proven) to be the person ~~whose name~~ whose name LS subscribed to the within  
instrument and acknowledged that he executed the same for the purpose therein contained, on behalf of said corp.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

12-3-63

Frank H. Ales  
Notary Public in and for said County and State.

STATE OF NEW MEXICO

COUNTY OF

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared

to me personally known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowl-  
edged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate  
first above written.

My Commission Expires:

Notary Public in and for said County and State.

### ACKNOWLEDGMENT FOR UNMARRIED PERSON

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared

known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged  
to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_

Notary Public in and for \_\_\_\_\_ County,

(L.S.)

STATE OF NEW MEXICO } ss. 78937  
COUNTY OF MCKINLEY

Filed for record in the Clerk's office  
the 6<sup>th</sup> day of May  
A. D. 1960 at 11:13 o'clock AM  
and recorded in Book 38  
of Misc on page 393

Ernest L. Sanchez  
County Clerk  
Jessie Benavides

Return To  
LAND DEPARTMENT  
TRANSWESTERN PIPELINE COMPANY

### ACKNOWLEDGMENT FOR HUSBAND AND WIFE

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
AND

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowl-  
edged to me that they each executed the same for the purposes and consideration therein expressed, and the said

WIFE of the said \_\_\_\_\_  
having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the  
said \_\_\_\_\_ acknowledged such instrument to be her act

and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed,  
and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_

(L.S.)

Notary Public in and for \_\_\_\_\_ County,

**ENRON**  
**Gas Pipeline Operating Company**

P. O. Box 1188 Houston, Texas 77251-1188 (713) 853-6161

OIL CONSERVATION DIVISION  
RECEIVED

'91 MAY 17 AM 9 01

May 15, 1991

Mr. Roger Anderson  
State of New Mexico  
Oil Conservation Division  
Energy, Minerals and Natural Resources Department  
State Land Office Building  
P. O. Box 2088  
Santa Fe, New Mexico 87504

Dear Mr. Anderson:

Re: Request for Permit - Discharge of Pipeline Hydrostatic  
Test Waters onto Pipeline Right-of-Way and the ground -  
Transwestern Pipeline Company 30" San Juan Basin Pipeline  
Project and 30" Transwestern Pipeline Expansion Project

The following are discharge point corrections on the following  
test sections of the San Juan Basin Pipeline Project and the  
Transwestern Pipeline Expansion Project Loop E:"

San Juan Basin Pipeline Project

<u>Test Section</u>	<u>Discharge Point</u>
1	Section 10 T16N-R16W
6	T23N-R13W
11	Section 24 T29N-R11W

Transwestern Pipeline Expansion Project - Loop E

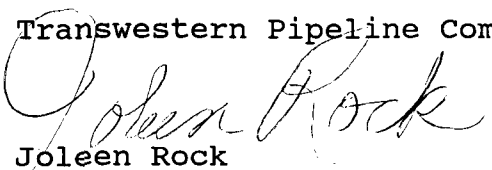
<u>Test Section</u>	<u>Discharge Point</u>
9	Section 23 T16N-R21W

Mr. Roger Anderson  
Page Two  
May 15, 1991

Also attached for your records is a blank copy of the construction easement being signed by landowners along the pipeline route.

Sincerely,

Transwestern Pipeline Company



Joleen Rock  
Environmental Affairs

Attachment

cc: W. Alan Bowman  
Leonard Hilton  
Kevin McGlynn  
Doug Mulhausen  
Don Sasser  
Don Thomas

Mailed Federal Express May 15, 1991

Post-It™ brand fax transmittal memo 7671		# of pages
To	Ed Beck	2
Co.		J.O. Skellett
Dept.		
Fax #		

Tract No.  
WO#

### EASEMENT

STATE OF Arizona  
COUNTY OF Mohave

NAME AND ADDRESS OF GRANTOR (Whether one or more, called "GRANTOR")

Name of Landowner  
Address of Landowner  
City & State Zip Code

LAND DESCRIPTION:(called"Land") As shown on the attached plat(s) made a part hereof and attached herewith. Together with the right to use an additional twenty-five (25') feet of land on the east side of the described right of way during construction said right to terminate once construction is complete.

being Land conveyed in deed dated                      wherein  
, Grantor, and                      , Grantee, recorded in Volume  
, Page                      , of the Deed Records of the above County and State.

1. That Grantor in consideration of \$5.00 and other good and valuable considerations, the receipt and sufficiency being acknowledged, has and does hereby GRANT, BARGIN, SELL and CONVEY unto TRANSWESTERN PIPELINE COMPANY, a Delaware corporation, with offices at Houston, Texas, its successors and assigns, (called "Grantee"), the right, privilege and easement at any time and from time to time to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipelines, gate valves, fittings, tieovers, and other appurtenances, including Cathodic protection equipment, for the transportation of oil, gas, petroleum products and any other liquids, gasses or substances which can be transported through pipelines; together with the right to select, change or alter the routes under, upon, over and through the above Land.

2. For the same consideration, there is included in this grant the right to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace at any time and from time to time one or more additional lines of pipe, not necessarily parallel to any existing line laid under the terms of this agreement, and gate valves, fittings, tieovers and other appurtenances. For each additional line laid after the first line, Grantee shall pay to Grantor \$1.00 per linear rod of additional pipeline laid under, upon, over or through said Land within sixty days subsequent to the completion of the construction of any such additional line.

3. This grant and all the terms and provisions hereof shall bind and inure to the benefit of the respective heirs, lessees, licensees, successors and assigns of Grantor and Grantee and the rights and easements herein granted may be assigned together or separately and in whole or in part to any other person, firm or corporation.

4. TO HAVE AND TO HOLD with warranty covenants unto Grantee, its successors and assigns, with ingress to and egress from the above Land for all purposes herein granted.

5. Grantor is to fully use and enjoy said premises except for the purposes herein granted to Grantee, and provided that Grantor shall not construct or permit to be constructed any house, structure, pond, reservoir, or obstruction on or over or that will interfere with the construction, maintenance or operation of any pipelines and appurtenances constructed hereunder and will not change the grade over such pipelines.

6. Any pipeline laid pursuant to this grant shall, wherever said Land is under cultivation, be buried to such depth as will not interfere with the ordinary cultivation thereof; provided that any pipeline may be suspended across irrigation or other canals, waterways, gulleys or ravines in or on said Land, and such places where ledges of rock or boulders are encountered, either underground or projecting above the surface of the ground, said pipelines may be buried at any depth or laid on the tops of such rocks or boulders.

7. Grantee agrees to pay any damages to growing crops, fences, buildings and timber on said Land which may immediately and directly result from the exercise of the rights herein granted. (Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or assigns, and the third to be chosen by the two persons appointed as aforesaid. The written award of such three persons shall be final and conclusive.)

8. At the option of Grantee, all payments to be made hereunder shall be paid or tendered by check or draft of Grantee either direct or by mail to Grantor or to Grantor's credit to Agent or Depository Bank, who are hereby appointed Grantor's agent for such purpose and are authorized to receive and receipt for the same. Absent notice in writing to the contrary, Grantor authorizes Agent to deal for and bind Grantor's interest in all matters relative to the rights and easement herein granted, i.e., settlement of surface damages, etc. Grantee shall not be deemed obligated to lay any pipeline on the above Land.

9. This agreement as written covers all the agreements and stipulations between the parties and no representations or statements, oral or written, have been made modifying, adding to or changing the terms hereof.

IN WITNESS WHEREOF, Grantors have executed this agreement on this       day of       , 19       .

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**ENRON** ONSERVATION DIVISION  
**Gas Pipeline Operating Company**

P. O. Box 1188 Houston, Texas 77251-1188 (713) 853-6161

'91 MAY 3 PM 3 08

April 30, 1991

Mr. Roger Anderson  
State of New Mexico  
Oil Conservation Division  
Energy, Minerals and Natural Resources Department  
State Land Office Building  
P. O. Box 2088  
Santa Fe, New Mexico 87504

Dear Mr. Anderson:

Re: Request for Permit - Discharge of Pipeline Hydrostatic Test Waters onto Pipeline Right-of-Way and the ground - Transwestern Pipeline Company 30" San Juan Basin Pipeline Project and 30" Transwestern Pipeline Expansion Project

This letter is intended to act as an application for a permit for a temporary discharge of water onto the ground in the counties of San Juan and McKinley in New Mexico, which water will have been used to pressure test two new 30" natural gas pipelines. Our present plans include the diversion of water from municipal water supplies or local water wells to pressure test the pipelines.

The following information is provided for your evaluation and approval process:

1. The operator of the pipelines is Transwestern Pipeline Company. Contact person is Joleen Rock, telephone number 713-853-7563.

All correspondence relating to this permit application should be addressed as follows:

Joleen Rock, Room 2568  
Transwestern Pipeline Company  
P. O. Box 1188  
Houston, TX 77251-1188

2. The pipelines to be tested are 97 miles of 30" O.D., .358 W.T., X-70, SAW new line pipe and 11 miles of 30" O.D., .300 W.T., X-70 SAW new line pipe.

3. We plan to test one section of pipeline and push the water through to the next test section until the water is finally discharged to the ground at the end of the final test section, but this may not be feasible. The alternative plan is to test each section of pipeline and discharge to the ground at the end of each test section, making a total of 16 discharges which I explain as follows:

San Juan Basin Pipeline Project

<u>Test Section</u>	<u>Length(miles)</u>	<u>Volume(gal)</u>	<u>Discharge Point</u>	<u>Owner</u>
Gallup Station Piping	0.20	35,500	Section 8 T15N-R17W <sup>OK</sup>	Transwestern
1	11.74	2,168,932	Section 11 <sup>10</sup> T16N-R16W	Navajo
2	8.56	1,581,436	T17N-R15W <sup>OK</sup>	Navajo
3	2.82	520,987	T18N-R15W <sup>OK</sup>	Navajo
4	3.57	659,548	T18N-R15W <sup>OK</sup>	Navajo
5	13.92	2,571,681	T21N-R15W <sup>OK</sup>	Navajo
6	17.05	3,149,939	2 <sup>2</sup> T22N-R13W	Navajo
7	6.81	1,258,128	Section 17 <sup>OK</sup> T24N-R13W	Navajo
8	11.73	2,167,085	Section 19 <sup>OK</sup> T26N-R12W	Navajo
9	13.70	2,531,037	Section 20 <sup>OK</sup> T28N-R11W	USA, BLM
10	2.25	415,681	Section 16 T28N-R11W	USA, BLM
11	4.38	809,193	Section 22 <sup>22</sup> T29N-R11W	Tom Bolack
12	1.08	195,250	Section 13 <sup>OK</sup> T29N-R11W	Transwestern

Note: Hydrostatic test sections 1 through 4 are in McKinley County, New Mexico and 5 through 12 are in San Juan County, New Mexico

Transwestern Pipeline Expansion Project Loop E

9	5.27	981,409	Section 26 <sup>3</sup> T16N-R21W	Chevron USA
10	1.85	344,517	Section 19 T16N-R20W ✓	Chevron USA
11	3.93	721,284	Section 26 T16N-R20W ✓	Transwestern

Note: Hydrostatic test sections 9 through 11 are in McKinley County, New Mexico

4. Construction is scheduled to begin approximately June 1, 1991. The first hydrostatic test will occur approximately July 1, 1991.
5. The discharge rate will be approximately 2,500 gallons per minute.
6. The discharge will take place on our pipeline right-of-way. Surface owners have been notified of the discharge and have no objections. Easement grants are being executed and copies will be forwarded to you as they are received in our office.
7. No pollutants are expected to be in the pipeline.
8. No treating chemicals will be used for this project.
9. The discharge water will not reach any water of the U.S.
10. The discharge water will be filtered through hay bales to intercept and retain any free hydrocarbons entrained in the discharge water and to prevent erosion. Additionally, the discharge outflow will drain across the ground. This process will settle, filter, and prevent any suspended solids, oil and grease and other pollutants from reaching the surface or subsurface waters.
11. USGS Quadrangle maps which depict the pipeline, the test sections, prospective discharge points and landowner identification have been included for your convenience. I also attach a small map showing the route.

Should you have any questions or should you need additional information regarding this request, please do not hesitate to contact me at 713-853-7563.

Sincerely,

Transwestern Pipeline Company

  
Joleen Rock  
Environmental Affairs

Attachments

cc: W. Alan Bowman  
Leonard Hilton  
Kevin McGlynn  
Doug Mulhausen  
Don Sasser  
Don Thomas w/attachments

Mailed Federal Express April 30, 1991

