



BLM Project
Equilon

Control #: 267 Date: 4/2/02

- Jaramillo _____
- Hamilton _____
- Burns _____
- Martens _____
- Bristol _____
- Hester _____
- Lutonsky _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BUREAU OF LAND MANAGEMENT
AND
EQUILON PIPELINE COMPANY LLC
FOR THE PREPARATION OF AN
ENVIRONMENTAL IMPACT STATEMENT**

OK
[Handwritten initials]

**Rights of Way Serial Number NMNM 106570
BLM Cost Recovery Project Number S101 G043**

AMENDMENT NUMBER ONE

Proj #: 5101-00-G043

I. Introduction and Purpose. This Memorandum of Understanding (MOU) is authorized by Section 307 of the Act of October 21, 1976, (43 U.S.C. 1737). It relates to a right-of-way known as the New Mexico Products Pipeline Project, (NMPP), serial number NMNM 106570, for the right-of-way (ROW) applications for two proposed pipeline segments that are part of Equilon's Project. As currently proposed in the draft Plan of Development dated July 12, 2000, the project consists of (1) an existing, BLM-permitted 406-mile 16-inch diameter pipeline extending from Jal, New Mexico on the south to Bisti, New Mexico on the north and authorized for transportation of oil, including refined product and crude oil, and related facilities, including but not limited to pump stations, ground beds, electrical transmission lines, valves, and meters; (2) a new 62-mile segment of proposed 16-inch diameter pipeline extending south from Jal, New Mexico to be joined with Equilon pipeline facilities in Odessa, Texas; and (3) a new 32-mile segment of proposed 16-inch diameter pipeline extending from Bisti, New Mexico north to Bloomfield, New Mexico, where it would terminate at an existing truck loading terminal. On the south, 54 of the 62 new miles of proposed pipeline are located in Texas on private land, and 8 miles are located in New Mexico. Of those 8 miles in New Mexico, 5 miles are across private lands and 3 miles cross BLM lands. On the north, 30 of the 32 new miles of proposed pipeline will cross BLM lands, and 2 miles will cross private lands. These right-of-way applications have been serialized as NMNM 106570. The original MOU was signed (on October 12, 2001) for Equilon Pipeline Company LLC, New Mexico Products Pipeline Project, by Chuck Moseman, Project Director, Equilon Pipeline Company LLC. The MOU was signed (on October 12, 2001) for the Bureau of Land Management by Edwin Singleton, Field Manager, Albuquerque Field Office.

II. Modification.

This amendment is to amend changes on the original Memorandum of Understanding (MOU) and include the Financial Plan, Exhibit A to reflect the current phase of the project.
page 2: Paragraph III.A.5 - Amend to read: "initiate communication with the contractor concerning preparation of the EIS, coordinating with Equilon's designated representative."

page 3: Paragraph III.A.14 - Third line: after "Freedom of Information and Privacy Act", strike the remainder of the sentence and insert "as applicable."

page 4: Paragraph III.A.25 - Strike the remainder of the sentence after "comments"

For Bureau of Land Management
S. W. Anderson
 Signature
 Title Asst. Field Manager
 Date 2-14-02

For Equilon Pipeline Company LLC
Charles D. Moseman
 Signature
 Title Project Director
 Date 2-6-2002

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BUREAU OF LAND MANAGEMENT
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EQUILON PIPELINE COMPANY LLC
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ENVIRONMENTAL IMPACT STATEMENT**

**Rights of Way Serial Number NMNM 106570
BLM Cost Recovery Project Number 5101 G043**



BLM Project
Equilon

Control #: 269 Date: 4/2/02

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Hamilton _____
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Mattern _____
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Hester _____
Lutonsky _____

Project #: 5101-00-G043

I. Purpose. The Bureau of Land Management (BLM), and Equilon Pipeline Company LLC (Equilon) have agreed that an Environmental Impact Statement (EIS) will be prepared under the terms and requirements of the National Environmental Policy Act for the right-of-way (ROW) applications for two proposed pipeline segments that are part of Equilon's New Mexico Products Pipeline Project. As currently proposed in the draft Plan of Development dated July 12, 2000, the New Mexico Products Pipeline consists of (1) an existing, BLM-permitted 406-mile 16-inch diameter pipeline extending from Jal, New Mexico on the south to Bisti, New Mexico on the north and authorized for transportation of oil, including refined product and crude oil, and related facilities, including but not limited to pump stations, ground beds, electrical transmission lines, valves, and meters., (2) a new 62-mile segment of proposed 16-inch diameter pipeline extending south from Jal, New Mexico to be joined with Equilon pipeline facilities in Odessa, Texas, and (3) a new 32-mile segment of proposed 16-inch diameter pipeline extending from Bisti, New Mexico north to Bloomfield, New Mexico, where it would terminate at an existing truck loading terminal. On the south, 54 of the 62 new miles of proposed pipeline are located in Texas on private land, and 8 miles are located in New Mexico. Of those 8 miles in New Mexico, 5 miles are across private lands and 3 miles cross BLM lands. On the north, 30 of the 32 new miles of proposed pipeline will cross BLM lands, and 2 miles will cross private lands. These rights-of-way applications have been serialized as NMNM 106570.

This MOU supersedes and replaces all prior MOUs between the BLM and Equilon for this proposal.

It is understood by the BLM and Equilon that the EIS will be prepared by a third-party contractor under the direct supervision and control of the BLM. It is the purpose of this Memorandum of Understanding (MOU) to establish the responsibilities of Equilon and the BLM, and the conditions and procedures to be followed in preparation of an EIS by the third party contractor for the BLM and under the BLM direction. The preparation of the EIS will be tiered to the extent appropriate and possible to any applicable Resource Management Plans (RMP) or other existing agency plans or documents, including relevant existing documentation prepared under the National Environmental Policy Act.

II. Authority. This MOU is authorized by Section 307 of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737 (FLPMA), as amended. The FLPMA mandates the BLM to manage public lands under its jurisdiction for multiple use and sustained yield in a manner that will protect the quality of scientific, scenic, historical, ecological, environmental, air and atmospheric, water resource, and archeological values. Title I and Title II of the Mineral Leasing Act of 1920 (MLA), as amended, (30 U.S.C. 185), are the authorities for granting and renewing rights-of-way through Federal land for oil and gas pipelines. The regulations covering monitoring rights-of-way issued under MLA are in 43 C.F.R. 2883. The BLM is responsible for issuing the necessary right-of-way grants and any subsequent permits that may require BLM authorization.

The BLM must comply with National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. sec. 4321, et seq., and related requirements including the Council on Environmental Quality (CEQ) regulations 40 C.F.R. 1500-1508 published in the Federal Register, November 29, 1978, as

amended.

CEQ regulation 40 C.F.R. 1501.5 states that a lead agency shall supervise the preparation of an EIS if more than one Federal agency proposes or is involved in the same action. CEQ regulation 40 C.F.R. 1501.6 emphasizes agency cooperation early in the NEPA process and states that any other Federal agency which has jurisdiction by law shall be a cooperating agency. The BLM will make a decision concerning grants of new rights-of-way and any other authorizations that the BLM may issue and will issue a Record of Decision on the EIS.

The BLM will be lead agency with presently undetermined other agencies as cooperative agencies for preparation of the EIS in accordance with 40 C.F.R. 1501.5. The BLM contact points for this EIS are provided in Appendix A.

III. Procedures.

A. BLM Responsibilities:

1. Administer the preparation of the EIS in compliance with the requirements of NEPA and the CEQ regulations, including, but not limited to public review of the EIS, public hearing(s), analysis of public comments, and the decision documentation;
2. Issue the Notice of Intent to Publish an EIS in the Federal Register, if required;
3. Establish in the BLM a single point of contact for Equilon and on all matters relating to the preparation of the EIS;
4. Maintain the official case file for the project in the Albuquerque Field Office; assume responsibility for design, organization, preparation, and maintenance of the administrative record for the project;
5. Initiate communication with the contractor concerning preparation of the EIS solely through Equilon designated representative;
6. Select a contractor for EIS preparation (Contractor) in accordance with Section IV of this MOU and have final approval for the hiring of other consultants and experts (subcontractors) employed for the adequate development and preparation of the EIS;
7. Prepare, in coordination with the Contractor, a Preparation Plan which will describe the known key issues to be addressed in the EIS to be used by the Contractor in preparing the EIS; the Preparation Plan may be modified as necessary in the judgment of the BLM; a copy of the Preparation Plan will be supplied to Equilon and others, as requested;
8. Coordinate and ensure the timely exchange of information between Equilon, the Contractor, and the cooperating agencies;
9. Consult with and keep Equilon informed of the EIS progress, of additional data needs, and of changes needed in the terms of the third-party contract;
10. Establish an interdisciplinary team as required by 40 C.F.R. 1500 to oversee the environmental analysis;
11. Provide the necessary personnel and other resources to complete their responsibilities in a timely and workmanlike fashion;
12. Establish a detailed schedule in coordination with Equilon which outlines the EIS process and indicates key milestones for its completion. BLM will attempt to complete the EIS in the time

frames specified in the schedule, subject to extensions due to incompleteness in the application, project description, new issues identified during the scoping process, availability of data, or other information submitted by Equilon changes in the scope of the project; or other conditions beyond the BLM's control;

13. Attend and provide reasonable assistance in any scoping meetings between the BLM, the EIS Contractor, Equilon, other agencies, Native American Pueblos, the Navajo Nation, and all public meetings;

14. Make all information submitted to the BLM public information, and subject to access to (a) cooperating agencies on a voluntary basis without the need for a FOIA request, and (b) via the Freedom of Information Act and Privacy Act, unless noted as being "confidential" by Equilon;

15. In conjunction with or via the Contractor:

a. Develop a public involvement plan for the EIS scoping meetings identifying involvement opportunities, tools, and responsibilities;

b. Arrange for, and participate in the agency and public scoping meetings and make an analysis of the results available to the agencies, Equilon, and the public;

c. Design visual aids for meetings and open houses including maps, handouts, poster boards, mylar, etc.;

d. Develop an information mailer/newsletter and news releases for the Notice of Intent, draft comment period, and final decision;

e. Develop an EIS mailing list and draft responses to comments for BLM approval;

f. Conduct and complete all necessary studies, inventories, and suitable reports for all resource values identified in the scoping process; these resource values may include but not be limited to: cultural, threatened and endangered species, floodplains, visual esthetics, fisheries, and riparian zones;

16. Invite Equilon to attend meetings with Federal, State, Native American, regional, and local agencies and other groups as appropriate;

17. Consult with Equilon on the project description, and various components of the EIS as needed during EIS preparation to assist Equilon in modifying the project to avoid adverse impacts;

18. Address Equilon proposed alternatives and respond to comments submitted during the EIS process, whether of a procedural or substantive nature;

19. Make the final determination on the inclusion or deletion of material from the EIS in all instances involving questions as to the content of any material (including all data, analysis, and conclusions);

20. Arrange and chair coordination meetings, as necessary, between Equilon, the BLM, and the Contractor; participate at BLM's option, in all meetings and communications between Equilon and the Contractor;

21. Supply Equilon with copies of any written communications with the Contractor (such as changes in the scope of the EIS or direction to the Contractor), and a summary of any key meetings held with the Contractor, not attended by Equilon;
22. Accept the environmental analysis from the Contractor, after proper reviews, verification, and approval of its contents;
23. Coordinate the public review of the EIS, public hearings, analysis of public comments, distribution of the draft and final EIS, within established time frames, with input as required from Equilon;
24. Receive all comments on the draft EIS resulting from the public comments; the public comment period will be initiated when the draft EIS is filed with the Environmental Protection Agency;
25. Determine any necessary modification of the text as a result of public comments, with input as required from Equilon;
26. In compliance with 40 C.F.R. 1501.6(a), request the participation of each cooperating agency at the earliest possible time, use the environmental analysis and proposals of cooperating agencies to the maximum extent;
27. Determine the adequacy of the EIS and retain ultimate responsibility for assuring compliance with the requirements of NEPA and other legal responsibilities associated with the agency action which is the focus of this MOU, including assuring compliance with (1) Sec. 7 of the Endangered Species Act of 1973 and (2) Sec. 106 of the Historical Preservation Act of 1966, as amended;
28. Make the decision on the grant or denial of the rights-of-way applied for by Equilon for the public lands that are involved based on applicable law and the final EIS, and notify the applicant of the decision and the date on which the construction of the pipeline segments on those rights-of-way may proceed, if approval is granted.

B. Equilon Responsibilities:

1. Initiate communication with the agencies through the BLM;
2. Establish a single point of contact for the BLM on all matters relating to the environmental analysis and the preparation of the EIS;
3. Develop and execute a contract with the Contractor for the completion of an EIS on the ROW applications which will be subject to review and approval by the BLM; Equilon may recommend a Contractor to BLM; however, BLM will make the final selection;
4. Provide, via the contract with the Contractor, a complete description of the proposed action, including any alternatives identified by Equilon, for the agencies' review and approval;
5. Provide to the Contractor or the agencies, as specified by the agencies, any justifiable, necessary, or relevant technical or environmental information it may have, which is needed (at the agencies' discretion) for EIS preparation;
6. Provide the BLM and cooperating agencies with a copy of written environmental assessment-related material and other correspondence with the Contractor pertinent to the EIS and keep the agencies informed of any meetings held; and provide cooperating agencies with suitable advance notice of all interagency meetings;

7. Respond to data requests and provide review comments (e.g., on description of the proposed action and changes thereto) within a reasonable time set by the BLM;
8. Attend meetings and participate in preparation of mitigation measures and related agreements as requested by the agencies;
9. Ensure that the Contractor and subcontractors have no direct or indirect financial interest in the planning, design, construction or operation of the project, except with regard to the environmental analysis and preparation of the EIS;
10. Direct the Contractor to provide the BLM within fifteen (15) days of the execution of a contract between Equilon and Contractor, a Statement of Financial Interest outlining ownership of stock, bonds, or other legal interest in Equilon by the Contractor, its officers, those other employees who will be assigned to work on the EIS, and any subcontractors or employees thereof assigned to the EIS;
11. Hold harmless and indemnify the agencies, their officers, agents, and employees with respect to any and all judgments or settlement arising from claims, demands, or causes of action in connection with the employment of the Contractor and any subcontractors to the Contractor which may arise from the termination or performance of the contractor, other services or purchases of materials used for the development and Preparation of the EIS, or from termination of this MOU. This indemnification by Equilon does not extend to suits by third parties (other than the Contractor) against the agencies, involving the legality or adequacy of the BLM's compliance with NEPA;
12. Coordinate the planning, design and construction of the project, and the exchange of information as it relates to the preparation of the EIS;
13. Ensure that the Contractor or any subcontractors do not collect information upon identical items from ten (10) or more persons without prior approval of the BLM; when such information is required, the questionnaire will be submitted to the BLM with sufficient lead time to permit clearance of the content with the responsible Federal agency; when the questionnaire has been approved, it will not be changed nor will the method of gathering that information be changed without approval of the BLM;
14. Use, with approval of the BLM, environmental and other information developed by the Contractor to prepare governmental permit applications, related procedures or to design the project and alternative sites for project facilities. With the approval of BLM, Equilon may enter into new or modify existing contracts with the Contractor for project related environmental or other information needed for project design, alternative site evaluation or other project related information;
15. Agree in writing to the final Preparation Plan, and revisions, as necessary for contracting and funding purposes;
16. Identify and comply with all Federal, State and local laws and regulations applicable to the actions required of it under this MOU;
17. Treat all identified cultural resources in accordance with applicable provisions of the National Historic Preservation Act, as amended and implementing regulations in 36 C.F.R. 800 and New Mexico guidelines for cultural resource work, as more specifically provided in the Compliance Plan (Exhibit B to Equilon's draft Plan of Development dated July 12, 2000 (draft POD)), including its Quality Assurance and Quality Control Provisions, the Discovery and Monitoring Plan (Exhibit H to the draft POD), and the Paleontological Resources Mitigation Plan (Exhibit I to the draft POD); and

18. In executing this MOU, Equilon does not waive administrative or judicial rights it may otherwise have.

C. EIS Documentation

1. In the event of the need to defend the decision(s) based on the EIS to be prepared in accordance with this MOU, Equilon and/or the Contractor(s), as appropriate, must document the sampling, testing, field observations, literature searches, analysis, recommendation, and other work which provide source material for the EIS, and to any Supplements to them. The Contractor(s) must also document all the agencies' records in a similar and compatible manner.

2. Such documentation must be assembled in some organizational system, which will make it possible for the EIS to refer conveniently to specific documents or pages within documents. The source documents must be listed. The list must show the date, author, addressee, and subject and document or page number. The list must be made an appendix to the EIS and used to incorporate by reference the items on the list in the EIS.

3. The list should be prepared in a current basis throughout the environmental analysis and documentation processes so that it reflects the following information for each document: date, document number, page number, author, addressee, issue, sub-issue, and type of document. The list should be prepared and maintained using computer software that permits the sorting of items on the list by date, author, addressee, topic, issue or sub-issue, and page number. Provisions should be made for printing reports of the sorted information.

4. The EIS should be completely footnoted to the source materials.

5. Any documents added after the draft EIS is prepared must be included in this set of documents and list and submitted to the BLM with the final EIS.

IV. Environmental Document; Selection of Contractor.

A. BLM has determined that an Environmental Impact Statement (EIS) will be prepared for the proposed rights of-way applied for by Equilon. The EIS must comply with all provisions of the National Environmental Policy Act of 1969 (NEPA) and all subsequent regulations implementing this law (see Council on Environmental Quality (CEQ) regulations, 40 C.F.R. 1500-1508, published in the Federal Register, November 28, 1978). The EIS is intended to fulfill the requirements of NEPA for an EIS and the requirements of other Federal laws and regulations compliance with which may require preparation of an environmental document under NEPA.

B. In accordance with the provisions of 40 C.F.R. 1506.5(c), BLM shall select a contractor to prepare the EIS (Contractor). Equilon shall assist BLM by preparing and circulating to potential contractors specified by BLM the materials for solicitation of contractors. The materials shall include a general description of the project and work, and the required qualifications, expertise and experience of the Contractor to be selected. Such materials shall be reviewed and approved by BLM prior to circulation. Equilon may recommend contractors for consideration by BLM, and BLM may specify additional contractor(s) for consideration.

C. Materials submitted by contractors seeking selection to perform the EIS work under this MOU shall be submitted to BLM in accordance with the schedule set forth below, with copies provided to Equilon. BLM shall consult with Equilon in determining which prospective contractors, including the individual environmental experts and investigators proposed by such contractor, and any subcontractors, shall be interviewed prior to selection. Prior to its selection decision, BLM and Equilon will jointly interview such prospective contractors and subcontractors, and evaluate their ability to meet the criteria and responsibilities established by this MOU. BLM will consider and consult with Equilon on its recommendations and suggestions for the contractor and

subcontractors, if any, to be selected. Subsequent to such review, evaluation and consultation, BLM shall, in its sole discretion, select the Contractor and any subcontractors.

D. Selection of the Contractor by BLM shall be based on, but not limited to, the following criteria:

1. Comprehensive expertise and experience in all relevant and applicable areas of environmental analysis; knowledge of the oil pipeline industry and environmental and safety issues associated with oil pipeline construction, operation and maintenance activities, as necessary to the conduct of the additional environmental work on the NMPPP and the drafting of an EIS, public review and comment, and the procedures and decision-making under NEPA required by law.

2. Demonstrated ability to perform environmental analysis through experience and expertise.

3. Ability to produce thorough, readable, concise and informative documents.

4. Evidence of a good working knowledge of NEPA and corresponding Federal regulations.

E. The Contractor shall be separate, independent from, and not previously contracted in connection with this project (1) to the applicant or (2) to anyone preparing the engineering plans and construction designs for the project.

F. The Contractor may not have any financial interest, direct or indirect, in the outcome of the project, or in any work other than the environmental work to be performed under this MOU. The Contractor shall have no conflict of interest under the CEQ's NEPA regulations, nor under the regulations of any cooperating agency.

G. The Contractor shall employ environmental experts qualified by expertise and experience sufficient to qualify to testify in support of their work in a court of law to perform the environmental work required under this MOU, including the development of required environmental analysis and conclusions. Such employees' qualifications and experience shall be identified in the Contractor's proposal, and reviewed by BLM and Equilon prior to selection of the Contractor.

H. If a single contractor does not have all of the requisite expertise and experience, and the hiring of subcontractors is required for particular disciplines or areas, the selection of subcontractors will follow the same procedures required for selection of the primary Contractor, including final selection and decision by BLM, assistance in solicitation by Equilon as required, and review, interview and consultation between BLM and Equilon prior to selection to assure that the subcontractor meets all of the criteria established by this MOU. Any such subcontractor shall be required to meet the same standards of expertise, experience and ability to testify in a court of law in support of its studies, and absence of conflicts of interest, as the primary Contractor.

I. Equilon will contract with the Contractor and any subcontractors selected by BLM, and shall have sole responsibility for the payment of the Contractor and subcontractors, if any. The contract(s) to be entered into shall include terms prohibiting conflict of interest, performance of the work by qualified and approved personnel in accordance with this MOU, and the filing of a Disclosure Statement conforming to the requirements of 40 C.F.R. 1506.5(c). Copies of all contracts with the Contractor and any subcontractors shall be submitted to BLM within ten (10) days after they are executed.

J. Equilon may add separately to the work to be performed by the Contractor or subcontractor, including the collection of additional environmental data and analysis necessary to satisfy permit or analysis requirements of federal, state or local agencies other than BLM, provided that such work does not conflict with the duties or obligations of the contractors under this MOU. Copies of any such additional specifications of work shall be provided to BLM. If BLM objects to any such

work, including on the grounds that such additional work would give rise to a conflict of interest as prohibited under 40 C.F.R. 1506.5(c) and this MOU, it shall do so in writing within seven (7) days of receiving copies of such additional work specification. Equilon shall either withdraw its request for such work, or change it to the satisfaction of BLM.

V. Schedule of EIS Preparation.

Pursuant to 40 C.F.R. 1501.8, and as requested by Equilon, the following schedule to implement EIS preparation and decision is established to the extent practicable, subject only to modification and change as provided in Section VII below.

A. Selection of Contractor. With the assistance required from Equilon, BLM shall evaluate, interview, consult with Equilon and select a Contractor as provided in Section IV above within two (2) weeks of the date on which this MOU becomes effective. Equilon will enter into a contract with the Contractor within ten (10) business days of BLM's selection of the Contractor.

B. Preparation Plan. As part of the scoping required by 40 C.F.R. 1501.7(a)(3), the Contractor shall "identify and eliminate from detailed study the issues which are not significant or which have been covered by prior environmental review..." The following shall be completed within four (4) weeks after a contract has been entered into with the Contractor: (1) the review and determination of adequacy of the draft EA and draft POD, their conclusions, and the adequacy of the mitigation contained in Equilon's proposed action described in the draft EA and draft POD to reduce potentially significant impacts to insignificance; and (2) the submission of a Preparation Plan to BLM and Equilon. The Preparation Plan shall respond to the public concerns expressed at all previous scoping meetings regarding the NMPP or otherwise and shall include a schedule for the completion of the required steps of the EIS process. Equilon shall comment on and consult with BLM on the proposed Preparation Plan within seven (7) days of its submission to Equilon. The Contractor shall make any necessary changes to the Preparation Plan to be submitted for public review and scoping within seven (7) days of the submission of Equilon's comments to BLM, if and as instructed by BLM.

C. Public Review of Draft EIS. A 45-day public review and comment period shall be provided in the notice to the public.

D. Response to Public Comments and Issuance of Final EIS ("FEIS"). With the assistance of the Contractor and Equilon, as required by BLM, BLM shall review and respond to public comments and prepare and file the FEIS for publication of notice in the Federal Register no later than sixty (60) days after the end of the public comment period.

E. Issuance of Record of Decision. BLM shall issue its Record of Decision thirty (30) days after publication of the notice of availability of the final EIS in the Federal Register.

VI. Expiration. The need for this MOU may continue until three (3) years from its effective date, at which time it shall expire, unless formally cancelled or renewed before that date.

VII. Modification and Amendment. This MOU may be modified or amended in writing by mutual agreement of either party involved.

VIII. Termination.

A. This MOU and any written guides or procedures attached hereto, shall continue in force unless formally terminated by either party after thirty (30) days notice of the intention in writing to the other.

B. In the event of termination of the MOU, it is agreed as follows:

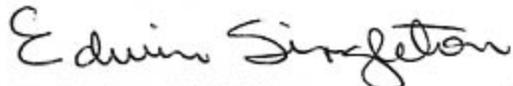
1. The EIS preparation process will terminate;
2. The BLM and Equilon shall have access to all nonproprietary and nonconfidential documentation, reports, analyses, and data developed by or in possession of the Contractor;
3. Equilon shall require that the Contractor submit to the BLM a written report on the environmental work and analyses done by the Contractor prior to termination of the MOU; and

4. Preparation of the EIS may be initiated by the BLM, consistent with Federal government work force and budget limitations.

IX. Effective Date.

This MOU and any written guides or procedures attached hereto, shall have the effective date of 10-12-01 .

FOR THE BUREAU OF LAND MANAGEMENT



Edwin Singleton, Field Manager, Albuquerque Field Office

Date: 10-12-01

FOR EQUILON PIPELINE COMPANY LLC



Chuck Moseman, Project Director, Equilon Pipeline Company LLC

Date: 10-3-01