

Crossings:

<u>Existing Utilities or Roads</u>	<u>STA.</u>	<u>COMPANY</u>
1. N. Edge of Conc. Canal & S. Edge of Conc. Canal	295 + 54	NIIP Canal
	296 + 16.6	NIIP Canal
2. Road	296 + 28	Resid. Assess Road
3. Road	303 + 03.3	Resid. Access Road
4. Road	313 + 77	Resid. Access Road
5. Pipeline	316 + 38.3	
6. Road	319 + 89	Resid. Access Road
7. Pipeline	340 + 10	
8. Road	341 + 50	Resid. Access Road
9. Road	342 + 97	Resid. Access Road
10. Pipeline (water)	344 + 28	
11. Pipeline	368 + 95	
12. Road	369 + 00	Resid. Access Road
13. Pipe Kutz Lateral 3D-4	371 + 27.4	EPNG
14. Road	371 + 46	Resid. Access Road
15. Pavement Rd. (4014)	390 + 91.2	BIA Road
16. Pipeline	391 + 55.7	
17. Pipeline	394 + 47.1	
18. Pipeline - GCNM	404 + 51.3	Gas Co. of NM
19. Pipeline - GCNM	437 + 27.3	Gas Co. of NM
20. Pavement Rd. (BIA N3003)	455 + 03.1	BIA Road
21. OH Powerline	456 + 00.3	
22. Pipe - 2B Loop	456 + 30	EPNG
23. Pipeline Angel Peak - Trk 2B	456 + 50	EPNG
24. Pipe Chaco - Trk 6D	456 + 71	EPNG
25. Pipeline - GCNM	464 + 19.5	Gas Co. of NM
26. OH Powerline	477 + 09.4	
27. Road	487 + 90	Resid. Access Road

Existing Utilities or RoadsSTA.COMPANY

28. Road	486 + 91	Resid. Access Road
29. Pipeline	487 + 01.7	
30. Power Pole	501 + 33.8	
31. Road	501 + 52.5	Resid. Access Road
32. OH Powerline & Pole	501 + 80	
33. Ciniza P/L	507 + 24.7	Ciniza
34. Corn Field	511 + 00	NAPI field
35. Power Pole Offset	533 + 15.6	Ref. point - no x-ing
36. County Rd #4022	535 + 61.2	San Juan County
37. Pigging System Offset	538 + 00	EPNG
38. Pigging System Offset	538 + 80.5	EPNG
39. OH Powerline & Pole	547 + 26	
40. Pipeline	547 + 42.2	
41. Road	548 + 94	Resid. Access Road
42. Pipeline	553 + 58.5	
43. Pipe - Exposed (2")	568 + 13.5	
44. Road	571 + 80.4	Resid. Access Road
45. Pipeline	572 + 98.9	
46. Road	603 + 24	Resid. Access Road
47. N & S Drainage	602 + 41.5	Dry wash, no ownership
48. Pipe - Chaco Trunk 6F	603 + 55.9	EPNG
49. N & S Edge of Conc. NAPI Canal	603 + 80.5	NIIP Canal
50. Road	604 + 73	Resid. Access Road
51. Beginning & Ending Corn Field	631 + 00	NAPI field
52. Road	639 + 69	Resid. Access Road
53. Road	640 + 65	Resid. Access Road
54. Road	546 + 36	Resid. Access Road
55. Rectifier Pole Offset	648 + 68.2	Ref. point - no x-ing

Existing Utilities or Roads

	<u>STA.</u>	<u>COMPANY</u>
57. Corn Field	655 + 00	NAPI field
58. Pipeline	656 + 89.9	
59. Road	664 + 71	Resid. Access Road
60. Power Pole Offset	674 + 44.4	Ref. point - no x-ing
61. OH Anchor Wire (Power)	674 + 74.3	
62. Power Pole Offset	675 + 09.8	Ref. point - no x-ing
63. OH Powerline	677 + 30	
64. Road	678 + 61	Resid. Access Road
65. N & S Edge of Canal (NAPI)	678 + 72	NIIP
66. Road	679 + 48	Resid. Access Road
67. Pavement Rd.	682 + 92.2	NAPI Road
68. Power Pole Offset	685 + 97.8	Ref. point - no x-ing
69. Anchor Pole Offset	686 + 56.1	Ref. point - no x-ing
70. Road	687 + 60	Resid. Access Road
71. Pipeline	688 + 56.3	
72. OH Anchor Line & Poles	689 + 39	
73. Dirt Road	691 + 56	Resid. Access Road
74. OH Anchor Line	706 + 99	
75. CPS Cable	707 + 44.1	EPNG
76. Road	713 + 51	Resid. Access Road
77. Road	746 + 32	Resid. Access Road
78. OH Anchor Line & Poles	747 + 01.4	

TREE AND BRUSH DISPOSAL REQUIREMENTS

Unless otherwise specified by the Superintendent, the following tree and brush disposal requirements shall be in effect:

- a. All brushes and woody materials shall be severed from the stump prior to piling and no woody materials shall be pushed with root wad intact.
- b. All cleared woody material four (4) inches diameter or less inside the bark at the small end will be considered as brush or slash and disposed of by piling and burning at a safe distance from surrounding vegetation or by chipping in portable chippers unless other disposal methods are specified.
- c. All straight cleared woody material four (4) inches and larger diameter inside the bark at the small end will be trimmed of smaller branches, cut into straight four (4) foot pieces or larger piled on or adjacent to the right-of-way for utilization by the Navajo people.
- d. All ponderosa pine sawlog material six (6) inches or more in diameter inside the bark at the small end will be trimmed of all limbs and branches, sawed into 16 feet 6 inches straight saw log lengths and removed from the project area.
- e. All other woody material will be disposed of in accordance with Section 6b above.
- f. Grantee shall obtain a burning permit from the Navajo Area Branch of Forestry before burning any debris, trees or brush in forested areas.

NOT "D"

August 4, 1995

EL PASO NATURAL GAS COMPANY
BUREAU OF INDIAN AFFAIRS APPLICATION
36" O.D. LOOP LINE FROM BLANCO PLANT TO CHACO PLANT

A strip of land sixty (60) feet wide across that portion of Sections 30 & 31, Township 28 North, Range 11 West; Section 6, Township 27 North, Range 11 West; Sections 1, 12, 13, 14, 23, 26, 27 & 34, Township 27 North, Range 12 West; Sections 3, 4, 9, 16 & 21, Township 26 North, Range 12 West; N.M.P.M. San Juan County, New Mexico, the centerline of which is described as follows:

Beginning at a point located on the East boundary of said Section 30, said point bears North 52°59' East 3286.7 feet from a 1913 U.S.G.L.O.S. brass cap for the North Quarter corner of said Section 29;

Thence South 45°08' West 9.0 feet;

Thence South 24°28' West 149.0 feet;

Thence South 03°00' East 94.4 feet;

Thence South 42°26' West 768.6 feet;

Thence South 42°10' West 633.9 feet;

Thence South 28°32' West 2535.5 feet;

Thence South 27°26' West 907.1 feet;

Thence South 29°10' West 1889.4 feet;

Thence South 28°32' West 2630.9 feet;

Thence South 28°29' West 4063.7 feet;

Thence South 28°37' West 1439.7 feet;

Thence South 25°23' West 1730.7 feet;

Thence South 24°47' West 2345.9 feet;

Thence South 25°00' West 1778.0 feet;

Thence South 24°24' West 846.7 feet to a point exiting Navajo land, entering El Paso Natural Gas Company land;

Thence continuing South 24°24' West 572.0 feet to a point exiting El Paso Natural Gas Company land, entering Navajo land;

Thence continuing South 24°24' West 2328.1 feet to a point exiting Navajo land, entering El Paso Natural Gas Company land;

Thence continuing South 24°24' West 2907.0 feet to a point exiting El Paso Natural Gas Company land, entering Navajo land;

Thence continuing South 24°24' West 3032.7 feet;

Thence South 12°24' West 236.5 feet;

Thence South 27°24' West 880.4 feet;

App. 155

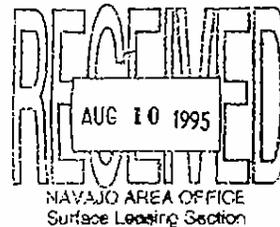


Exhibit "A"

36" O.D. LOOP LINE FROM BLANCO PLANT TO CHACO PLANT

(Continued)

Thence South 25°18' West 600.4 feet;
Thence South 24°31' West 5943.4 feet;
Thence South 09°31' West 96.9 feet;
Thence South 24°31' West 988.0 feet;
Thence South 24°10' West 235.3 feet;
Thence South 36°07' West 243.3 feet;
Thence South 39°08' West 4454.3 feet;
Thence South 24°08' West 83.4 feet;
Thence South 09°08' West 94.2 feet;
Thence South 05°32' West 557.5 feet;
Thence South 04°24' West 459.5 feet;
Thence South 12°45' West 40.2 feet;
Thence South 28°28' West 1342.5 feet;
Thence South 28°16' West 1309.1 feet;
Thence South 21°41' West 908.7 feet;
Thence South 28°21' West 1520.1 feet;
Thence South 13°21' West 40.2 feet;
Thence South 00°14' West 10,925.6 feet;

Thence South 12°49' East 475.0 feet to a point located in Section 21, said point bears North 87°59' East 2013.4 feet from a U.S.C.S. brass cap for the Northeast corner of said Section 21.

58,617.8 feet
3552.594 rods
11.102 miles
67.284 acres (Based on 50.0 feet R/W)

Dwg. No. 3228.0-1, -2, & -3 Rev. "D"
R/W No. 930623
JTC:lc
(Revision 10-11-95)

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

1. Written Notification of Major Activity Status

Grantee will furnish written notification to the Agency Superintendent as follows:

- a. A minimum of five (5) working days prior to commencement of construction, seeding and major soil-disturbing maintenance on the right-of-way.
- b. A maximum of ten (10) working days following completion of construction, seeding and major maintenance.

2. Confinement of Activities to Right-of-Way

All vehicular traffic will be confined to existing roadway and/or within the right-of-way as granted, except as provided in Section 4 below or as specified by the Superintendent.

3. Line and Road Locations

Where possible, the utility will be constructed adjacent to the area cleared for an access road and/or other right-of-way.

Other routes will be used, if necessary, to minimize visual impact as authorized by the Superintendent.

4. Roads Only Where Necessary

In areas where the right-of-way does not have permanent access, roads will not be constructed within the right-of-way when terrain will allow vehicles to maneuver without such roads.

5. Clearing and Grading

Clearing, grading and other soil and vegetation disturbance will be limited to the minimum required for construction.

Clearing of brush or shrub type vegetation beneath aerial lines will be limited to severing the tops of that vegetation. Established vegetation will be removed only where necessary for the construction of roads, buildings, poles, towers or other surface structures. In no event will herbicides be used without the written permission of the Superintendent.

6. Tree and Brush Disposal Requirements

Unless otherwise specified by the Superintendent, the following tree and brush disposal requirements shall be in effect:

- a. All cleared woody material four (4) inches diameter or less inside the bark at the small end will be considered as brush or slash and disposed of by piling and burning at a safe distance from surrounding vegetation or by chipping in portable chippers unless other disposal methods are specified.
- b. All straight cleared woody material between four (4) and seven (7) inches diameter inside the bark at the small end will be trimmed of smaller branches, cut into straight seven (7) foot pieces and piled on or adjacent to the right-of-way for utilization by the Navajo people.
- c. All straight cleared woody material seven (7) inches or more in diameter inside the bark at the small end will be trimmed of all limbs and branches, sawed into 16 feet 6 inches straight saw log lengths and piled into log decks at locations accessible by logging trucks and loaders.
- d. All other woody material will be disposed of in accordance with Section 6a above.
Grantee shall obtain a burning permit from the Navajo Area Branch of Forestry before burning any debris, trees or brush in forested areas.

7. Trenches and Excavations

Trenches and other excavations shall be left open for the minimum period of time compatible with construction requirements. Materials removed during construction must be backfilled or disposed of in such a manner as to prevent concentration of water runoff which would cause accelerated erosion and prevent rows or piles of rubble or large rock that would hinder movement of livestock or big game animals or detract from scenic attributes.

8. Depth and Coloration of Underground Utilities

Underground utilities will be covered to a depth of three (3) feet or as specified by engineering standards and requirements, whichever is greatest. Where such depths are not feasible, the utility shall be placed on or elevated above the surface as specified by engineering standards and requirements. When placed on or above the surface, the utility will be painted to blend with the natural surroundings using the indicated cover type:

<u>Forests and Woodlands:</u>	Green Fed. Std. No. 595.34127
<u>Sagebrush:</u>	Grey Fed. Std. No. 595.36357 C.I.E. Measurement x. 3264 y. 3411 Y.3659
<u>Badlands:</u>	Brown Fed. Std. No. 595.30318 C.I.E. Measurement x. 3557 y. 3960 Y.3368

such painted surfaces occur near roads and/or may be a safety hazard, a reflective or bright color shall be used.

9. Source of Cushioning Material

Pad dirt or cushioning material will be taken only from borrow pits authorized by the Area Director if not available within the utility right-of-way.

10. Road, Fence and Livestock Barriers

When the utility is to be placed under or over a BIA or State road right-of-way, the method of crossing shall be approved by the Superintendent or appropriate State Highway Department in advance of construction.

Existing fences crossed by the right-of-way will be braced and tied off before cut so as to prevent slacking of the wire. The opening will be closed temporarily as necessary during construction to prevent the escape of livestock and upon completion of construction the fence will be repaired to its original condition. If construction destroys a natural barrier used for livestock control, the gap shall be fenced to the satisfaction of the Superintendent and land user.

11. Maintenance and Reclamation of Roadways

Roads constructed and used for utility construction, maintenance and operation will be maintained twice each year with grading and cleaning of drainage structures. Roads constructed exclusively for construction purposes will be closed to vehicular traffic and rehabilitated after construction is completed as directed by the Superintendent unless otherwise specified by that official.

12. Water Bars

Grantee will place water bars on disturbed areas as required by the Superintendent. The following is a general guide for water bar spacing:

<u>% Slope</u>	<u>Spacing Interval</u>
Less than 2½%	200 ft.
2½%	150 ft.
6% to 9%	100 ft.
10% to 15%	50 ft.
More than 15%	30 ft.

13. Revegetation

Within one (1) year from the completion of construction the Grantee shall seed disturbed areas designated by the Superintendent with plant species specified by that official. In addition, the Superintendent may require the following revegetation operations at Grantee's expense:

- Exclude domestic livestock from reseeded areas with fencing.
- Apply fertilizers as needed for vegetation establishment.
- Reseed and refertilize as needed for vegetation establishment.

14. Maintenance of Improvements

All existing improvement affected by construction and maintenance of right-of-way facilities shall be maintained in servicable condition at all times.

15. General Right-of-Way Maintenance

Grantee shall maintain right-of-way to the satisfaction of the Superintendent for duration of the right-of-way. Such maintenance shall include, but not be limited to soil stabilization, removal of litter and maintenance of a clear and healthy environment.

16. Restoration Upon Right-of-Way Relinquishment

Upon relinquishment of this right-of-way, the Superintendent may require the removal of all aerial, surface and subsurface facilities from the right-of-way and reclamation operations including, but not limited to contouring cross-ripping and revegetation.

17. Raptor Protection

Aerial powerlines shall include all applicable design features described in the publication "Suggested Practices for Raptor Protection on Powerlines" available from

Raptor Research Foundation, Inc.
Department of Zoology - 167 WIBD
Brigham Young University
Provo, Utah 84601

The use of design features not included in this publication must be acceptable to the Superintendent.

The Superintendent reserves the right to require modification of or additions to powerline structures placed on the right-of-way if the Navajo Tribal Fish and Wildlife Service determines such modifications or additions are necessary to insure the safety of raptor or birds of prey. Grantee shall assume full financial responsibility for the cost of such modifications or additions.



**THE
NAVAJO
NATION**

P.O. BOX 308

• WINDOW ROCK, ARIZONA 86515

• (602) 871-4941

PETERSON ZAH
PRESIDENT

SEP - 7 1993

MARSHALL PLUMMER
VICE PRESIDENT

Mr. Wilson Barber, Area Director
Navajo Area
Bureau of Indian Affairs
Window Rock, Arizona 86515

Subject: **Amendment No. 4 to the January 29, 1985 Right-of-Way Agreement between the Navajo Nation (Nation) and El Paso Natural Gas Company (El Paso)**

Dear Mr. Barber:

The Nation has granted El Paso rights-of-way to two (2) tracts of land consisting of 24.24 acres and 131.60 acres by Resources Committee Resolution RCJN-21-93 dated June 24, 1993. In lieu of rights-of-way consideration, the Nation will ultimately receive title to 800 acres of fee land which El Paso owns within the NIIP area. The Deed to 730.96 acres was transferred to the Nation on August 24, 1993. The remaining 69.04 acres will be transferred when the land is no longer used by El Paso.

The terms and conditions of the rights-of-way are stipulated in Amendment No. 4 to the January 29, 1985 Rights-of-way Agreement between the Nation and El Paso. Enclosed herewith are five (5) copies of Amendment No. 4 for your consideration and approval.

If you have any questions, please call Mr. Akhtar Zaman, Director, Navajo Nation Minerals Department at 871-6587.

Sincerely,

THE NAVAJO NATION

A handwritten signature in black ink, appearing to read "Peterson Zah", is written over a horizontal dashed line.

Peterson Zah
President

Enclosures

RESOLUTION
OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

Approving Proposed Amendment No. 4 to the January 29, 1985
Right-of-Way Agreement Between the Navajo Nation and
El Paso Natural Gas Company

WHEREAS:

1. Pursuant to 2 N.T.C., Section 695 (b) (2) (as amended by CN-72-92), the Resources Committee of the Navajo Nation Council is authorized to approve land exchanges and rights-of-way agreements; and

2. El Paso Natural Gas Company (EPNG) has applied for rights-of-way for two (2) tracts of land; and

3. EPNG owns title to 800 acres, more or less, of fee land located in San Juan County, New Mexico, as shown in Exhibits "A-1" and "A-2", and Navajo Agricultural Products Industries (NAPI) has been farming a major portion of this land for several years without proper authorization from EPNG; and

4. EPNG has been attempting to resolve this issue for several years and has recently reached an agreement with the Navajo Nation; and

5. The proposed Amendment No. 4 to the January 29, 1985 agreement between the Navajo Nation and EPNG is attached to this resolution as Exhibit "B". The terms and conditions of the amendment are summarized as follows:

(i) In exchange for the acreage described in Section 5 (ii), the Nation will grant the following rights-of-way to EPNG (Exhibit "D"):

- a) A right-of-way of 24.24 acres, more or less, for use in operating and maintaining an existing oxidation pond. The rights-of-way for this tract were obtained by EPNG from the Bureau of Land Management (BLM) in 1973 for a period of five (5) years and were not renewed after such rights expired in 1978. In the meantime, the land was transferred to the Bureau of Indian Affairs (BIA) for the benefit of the Navajo Nation.

- b) A tract of land consisting of 131.60 acres, more or less, which is also shown on Exhibit "D". This land was also transferred from BLM to the BIA for the benefit of the Navajo Nation and includes several perpetual rights-of-way previously granted by BLM and the State of New Mexico.
- (ii) EPNG will transfer title to 730.96 acres, more or less, of fee land as described in the Deed (Exhibit "C") to the Navajo Nation and will retain 69.04 acres, more or less, for the maintenance and operation of its existing facilities. The 69.04 acres of land parcels which EPNG will retain will be transferred to the Navajo Nation as a whole or in parts without any further consideration once the land is no longer used by EPNG, its successors or assigns; and
- (iii) EPNG, its successors and assigns shall allow NAPI to farm the surface of the land retained by EPNG so long as farming activities do not conflict or interfere with the maintenance and operation of, or impede access to or egress from, EPNG's facilities. Prior to initiating any farming on any part of the said 69.04 acres, NAPI will submit plans identifying the area proposed to be farmed and the depth of any farming or leveling operation required to EPNG for approval.
- (iv) The Nation or NAPI shall not locate any pollution source, livestock yard, fertilizer or manure storage area, landfill or underground storage tank within eighty (80) feet of any water wells owned by EPNG located within the tracts reserved by EPNG. This provision shall in no way be construed as a waiver of the sovereign immunity of the Nation.
- (v) All other terms and conditions, with the exception of the consideration provisions of the above-mentioned rights-of-way, including the expiration date, shall be governed by the January 29, 1985 Rights-of-way Agreement between the Navajo Nation and EPNG; and

6. NAPI has consented to use the land described in 5 (ii) and grant rights-of-way to EPNG to tracts of land described in 5 (i).

NOW THEREFORE BE IT RESOLVED THAT:

1. The Resources Committee of the Navajo Nation Council approves Amendment No. 4 to the January 29, 1985 Agreement between the Navajo Nation and EPNG. This amendment authorizes the acceptance of title to a total of 800 acres, more or less, of fee land (of which 730.96 acres, more or less, is being transferred and the remaining 69.04 acres, more or less, will be transferred in the future) in accordance with the terms set forth herein in exchange for granting certain rights-of-way to EPNG.

2. The Resources Committee authorizes the President of the Navajo Nation to execute all documents necessary to carry out the intent of this resolution.

C E R T I F I C A T I O N

I hereby certify that the foregoing resolution was duly considered by the Resources Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 7 in favor, 0 opposed and 0 abstained, this 24th day of June, 1993.



Elmer L. Milford
Chairperson

Motioned: George Arthur
Seconded: Samuel Yazzie



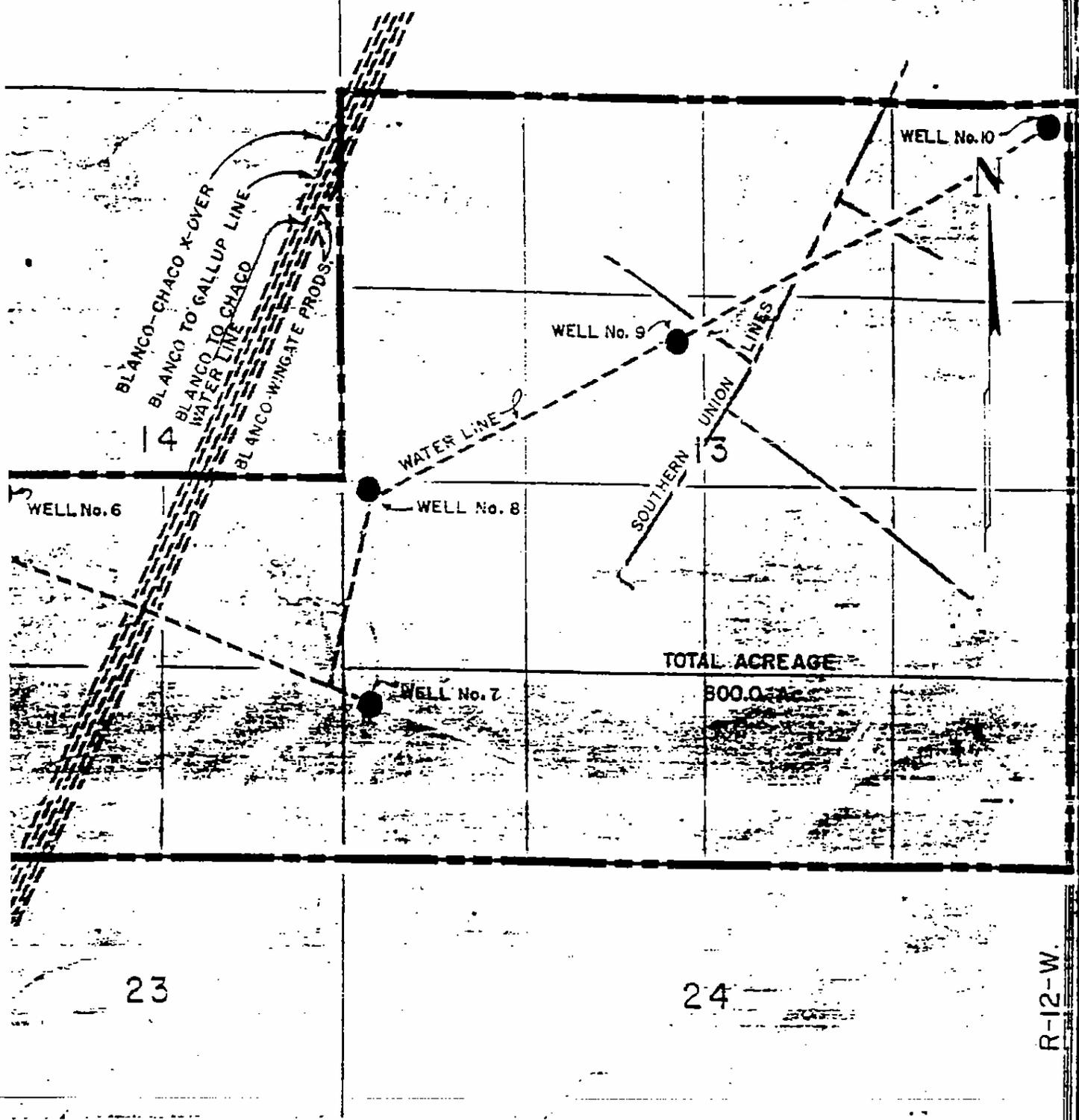
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1202

5-23-90



NO. 57179 ALL Sec. 13
SE 1/4 Dec. 14

EL PASO NATURAL GAS COMPANY
 EL PASO TEXAS
 EPNG FEE PROPERTY
 CHACO PLANT WATER SUPPLY SITE
 TWS 27-N. RANGE 12-W
 SAN JUAN COUNTY, NEW MEXICO

App. 164

SCALE 1"=1000' DATE 11-3-71
 DRAWN BY F.W.T. P.W. NO 57179

NO. 5212.1-X-14

T RECORD
 ELL

Exhibit "B"

AMENDMENT NO. 4

To the January 29, 1985 Agreement between
the Navajo Nation and El Paso Natural Gas Company

This Amendment No. 4 is made and entered as of the 7th day of September, 1993 by and between the Navajo Nation (Nation) and El Paso Natural Gas Company (El Paso), whereby the Nation grants certain rights-of-way to El Paso in consideration for the transfer of title to certain fee land from El Paso to the Nation.

WITNESSETH

WHEREAS:

1. The Nation and El Paso entered into an agreement on January 29, 1985 (Agreement) for the renewal of El Paso's pipeline rights-of-way on and across the Nation. The agreement was approved by the Department of the Interior (DOI) on October 18, 1985; and
2. Amendment No. 1 to the Agreement allowed El Paso to acquire fifteen (15) miles of rights-of-way for gathering lines; and
3. Amendment No. 2 to the Agreement provided El Paso with the option to acquire an additional (12) miles, more or less, of loopline rights-of-way; and
4. Amendment No. 3 to the Agreement gave El Paso the option to acquire up to an additional 88 miles of loopline rights-of-way; and
5. (i) Amendment No. 4 to the agreement will grant El Paso rights-of-way to 155.84 acres of land located within the Navajo Agriculture Products Industries (NAPI) project area.

(ii) Amendment No. 4 to the Agreement will also resolve the problem relating to the continued use by NAPI of a major portion of 800 acres of fee land owned by El Paso. Said land is located in Sections 13 and 14, T27N, R12W (Exhibits "A-1" & "A-2").

NOW, THEREFORE, THE PARTIES HERETO AGREE:

1. In exchange for the acreage referred to in Section 2 below the Nation will grant the following rights-of-way to El Paso:

- a. A right-of-way comprising 24.24 acres, more or less (shown on Exhibit "D"), to be used in the operation and maintenance of an existing oxidation plant. The right-of-way for this tract was obtained by El Paso from the Bureau of Land Management (BLM) in 1973 for a period of five (5) years, but was not renewed after such right-of-way expired in 1978. In the meantime, the land was transferred to the Bureau of Indian Affairs (BIA) for the benefit of the Nation.
 - b. A tract of land consisting of 131.60 acres, more or less (shown on Exhibit "D"). This land was also transferred from BLM to BIA for the benefit of the Nation and includes several perpetual rights-of-way previously granted by BLM and the State of New Mexico.
2. El Paso will transfer title to 730.96 acres, more or less, of fee land as described in the Deed (Exhibit "C") to the Nation and will retain 69.04 acres, more or less, for the maintenance and operation of its existing facilities. The 69.04 acres of land retained by El Paso will ultimately be transferred to the Nation as specified in the attached Deed without any further consideration once the land is no longer used by El Paso.
 3. El Paso shall have the right to remove, within six (6) months after termination or expiration of these rights-of-way any and all buildings, structures, materials and equipment and other personal property owned by it and placed thereon in connection with El Paso's operation hereunder.
 4. El Paso, its successors and assigns shall allow NAPI to farm the surface of the land retained by EPNG so long as such farming activities do not conflict or interfere with the maintenance and operation of, or impede access to, El Paso's facilities. Prior to initiating any farming on any part of the said 69.04 acres, NAPI will submit plans to El Paso for approval identifying the area proposed to be farmed and the depth of any farming or leveling operation required.
 5. The Nation or NAPI shall not locate any pollution source, livestock yard, fertilizer or manure storage area, landfill or underground storage tank within eighty (80) feet of any of the water wells owned by El Paso located within the tracts reserved by them.
 6. El Paso and the Nation mutually agree that each shall ~~release the other from any liability which may arise from the negligence of either party while utilizing property of the other including but not limited to ingress and egress as well as farming activity.~~
 7. TRIBAL SOVEREIGN IMMUNITY - The parties agree that nothing in this Agreement is to be interpreted as a waiver of the NATION's sovereign immunity. The parties further acknowledge that this

provision does not preclude any limitations to the NATION's sovereign immunity existing under applicable Tribal or Federal law.

8. All other terms and conditions, with the exception of the consideration provisions of the above-mentioned rights-of-way, including the expiration date, shall be governed by the January 29, 1985 Rights-of-way Agreement between the Nation and El Paso which is attached herewith as Exhibit "E".

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers as of the date herein set forth.

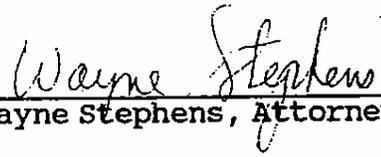
THE NAVAJO NATION

By: 

Peterson Zah, President

SEP - 7 1993

EL PASO NATURAL GAS COMPANY

By: 

Wayne Stephens, Attorney-In-Fact

BUREAU OF INDIAN AFFAIRS

By: _____

Area Director, Navajo Area

Exhibit "C"

D E E D

STATE OF NEW MEXICO

COUNTY OF SAN JUAN

EL PASO NATURAL GAS COMPANY, a Delaware corporation, of El Paso, Texas as GRANTOR, for consideration paid, grants, bargains, sells and conveys to THE NAVAJO NATION as GRANTEE, the surface estate of the following described real property in San Juan County, New Mexico:

All of Section 13 and the SE/4 of Section 14, Township 27 North, Range 12 West, N.M.P.M., SAVE AND EXCEPT the following described parcels of real estate containing 69.04 acres more or less:

Parcel No. 1

A strip of land eighty (80) feet wide across that portion of Sections 14 & 13, Township 27 North, Range 12 West, N.M.P.M, San Juan County, New Mexico, which is described as follows:

Beginning at a point located in said Section 14, said point bears South $61^{\circ}31'$ West 1622.2 feet from a 1911 U.S.G.L.O.S. Brass Cap for the East Quarter corner of said Section 14;

Thence South $59^{\circ}57'$ East 1871.9 feet to a point located in said Section 13, said point bears South $6^{\circ}29'$ East a distance of 1722.2 feet from a 1911 U.S.G.L.O.S. Brass Cap for the East Quarter corner of said Section 14.

The length of the above described centerline is 1871.9 feet or 113.448 rods.

The above described strip of land contains 3.439 acres, more or less.

Dwg. No. 5212.7-3

Parcel No. 2

A strip of land eighty (80) feet wide across that portion of Section 14, Township 27 North, Range 12 West, N.M.P.M., San Juan County, New Mexico, which is described as follows:

Beginning at a point located in said Section 14, said point bears South $61^{\circ}31'$ West 1622.2 feet from a 1911 U.S.G.L.O.S. Brass Cap for the East Quarter corner of said Section 14;

Thence North $59^{\circ}57'$ West 1294.7 feet to a point located in said Section 14, said point bears South $87^{\circ}11'$ West a distance of 2549.5 feet from a 1911 U.S.G.L.O.S. Brass Cap for the East Quarter corner of said Section 14.

The length of the above described centerline is 1294.7 feet or 78.467 rods.

The above described strip of land contains 2.378 acres, more or less.

Dwg. No. 5212.7-3

Parcel No. 3

A strip of land eighty (80) feet wide across that portion of Sections 14 & 13, Township 27 North, Range 12 West, N.M.P.M., San Juan County, New Mexico, which is described as follows:

Beginning at a point located in said Section 14, said point bears South $27^{\circ}16'$ West 1385.4 feet from a 1911 U.S.G.L.O.S. Brass Cap for the East Quarter corner of said Section 14;

Thence North $30^{\circ}03'$ East 100.00 feet;

Thence North $34^{\circ}23'$ East 1231.5 feet to a point located in said Section 13, said point bears South $40^{\circ}47'$ East a distance of 169.9 feet from a 1911 U.S.G.L.O.S. Brass Cap for the East Quarter corner of said Section 14.

The length of the above described centerline is 1331.5 feet or 80.697 rods.

The above described strip of land contains 2.446 acres, more or less.

Dwg. No. 5212.7-3

Parcel No. 4

A strip of land eighty (80) feet wide across that portion of Section 13, Township 27 North, Range 12 West, N.M.P.M., San Juan County, New Mexico, which is described as follows:

Beginning at a point located in said Section 13, said point bears South $31^{\circ}04'$ East 180.5 feet from a 1911 U.S.G.L.O.S. Brass Cap for the West Quarter corner of said Section 13;

Thence South $55^{\circ}37'$ East 60.0 feet;

Thence North $61^{\circ}51'$ East 2557.0 feet to a point located in said Section 13, said point bears North $67^{\circ}00'$ East a distance of 2604.4 feet from a 1911 U.S.G.L.O.S. Brass Cap for the West Quarter corner of said Section 13.

The length of the above described centerline is 2617.0 feet or 158.606 rods.

The above described strip of land contains 4.807 acres, more or less.

Dwg. No. 5212.7-3

Parcel No. 5

A strip of land eighty (80) feet wide across that portion of Section 13, Township 27 North, Range 12 West, N.M.P.M., San Juan County, New Mexico, which is described as follows:

Beginning at a point located in said Section 13, said point bears North $67^{\circ}00'$ East 2604.4 feet from a 1911 U.S.G.L.O.S. Brass Cap for the West Quarter corner of said Section 13;

Thence North $61^{\circ}51'$ East 245.0 feet;

Thence North $61^{\circ}41'$ East 2920.0 feet to a point located in said Section 13, said point bears North $64^{\circ}05'$ East a distance of 5763.3 feet from a 1911 U.S.G.L.O.S. Brass Cap for the West Quarter corner of said Section 13.

The length of the above described centerline is 3165.0 feet or 191.818 rods.

The above described strip of land contains 5.814 acres, more or less.

Dwg. No. 5212.7-3

Parcel No. 6

A strip of land eighty (80) feet wide across that portion of Section 14, Township 27 North, Range 12 West, N.M.P.M., San Juan County, New Mexico, which is described as follows:

Beginning at a point located in said Section 14, said point bears North $33^{\circ}27'$ East 1624.9 feet from a 1911 U.S.G.L.O.S. Brass Cap for the South Quarter corner of said Section 14;

Thence South $65^{\circ}30'$ East 245.0 feet;

Thence South $63^{\circ}29'$ East 582.4 feet to a point located in said Section 14, said point bears North $45^{\circ}10'$ West a distance of 1413.2 feet from a 1911 U.S.G.L.O.S. Brass Cap for the Southeast corner of said Section 14.

The length of the above described centerline is 827.4 feet or 50.145 rods.

The above described strip of land contains 1.521 acres, more or less.

Dwg. No. 785.0-30-1

Parcel No. 7

A strip of land eighty (80) feet wide across that portion of the Southeast Quarter of Section 14, Township 27 North, Range 12 West, N.M.P.M., San Juan County, New Mexico, which is described as follows:

Beginning at a point located in said Section 14, said point bears North $72^{\circ}46'$ East 317.3 feet from a 1911 U.S.G.L.O.S. Brass Cap for the South Quarter corner of said Section 14;

Thence North $65^{\circ}27'$ West 150.0 feet;

Thence North $69^{\circ}24'$ West 178.1 feet to a point located on the West boundary of the Southeast Quarter of said Section 14, said point bears Northerly along the West Boundary of the Southeast Quarter of said Section 14, a distance of 218.9 feet from a 1911 U.S.G.L.O.S. Brass Cap for the South Quarter said corner of Section 14.

The length of the above described centerline is 328.1 feet or 19.885 rods.

The above described strip of land contains 0.603 acres, more or less.

Dwg. No. G737.0-1

Parcel No. 8

Metes and Bounds description for a tract of land located in Section 13, Township 27 North, Range 12 West, N.M.P.M., San Juan County, New Mexico, which is described as follows:

Beginning at a point for the South corner of said tract located in said Section 13, said point bears northerly along the West Boundary of said Section 13, a distance of 1620.5 feet from a 1911 U.S.G.L.O.S. Brass Cap for the West Quarter corner of said Section 13;

Thence North $0^{\circ}01'$ West along the West Boundary of said Section 13, a distance of 1019.5 feet;

Thence South $89^{\circ}57'$ East along the North Boundary of said Section 13, a distance of 470.7 feet;

Thence South $24^{\circ}47'$ West 1122.4 feet to the point of beginning.

The above described tract of land contains 5.509 acres, more or less.

Dwg. No. 1212.1-X-11

Parcel No. 9

Metes and Bounds description for a tract of land located in the Southeast Quarter of Section 14, Township 27 North, Range 12 West, N.M.P.M., San Juan County, New Mexico, which is described as follows:

Beginning at a point for the Northeast corner of said tract located in the Southeast Quarter of said Section 14, said point bears Westerly along the North Boundary of said Southeast Quarter of Section 14, a distance of 880.4 feet from a 1911 U.S.G.L.O.S. Brass Cap for the East Quarter corner of said Section 14;

Thence South $24^{\circ}47'$ West - 1591.4 feet;

Thence South $65^{\circ}13'$ East - 115.0 feet;

~~Thence North $24^{\circ}47'$ East - 600.00 feet;~~

Thence South $65^{\circ}13'$ East - 600.00 feet;

Thence South $24^{\circ}47'$ West - 1315.00 feet;

Thence North $65^{\circ}13'$ West - 715.0 feet;

Thence South 24°47' West - 600.0 feet;

Thence North 89°57' West - 371.7 feet;

Thence North 24°47' East - 2906.4 feet;

Thence South 89°57' East - 371.7 feet to
the point of beginning.

The above described tract of land contains 42.523 acres, more or
less.

Dwg. No. 1212.1-X-12

GRANTOR agrees that should Grantor, its successors or assigns no longer maintain facilities on the 69.04 acres herein saved and GRANTEE accepts conveyance of such acreage, then GRANTOR shall convey to GRANTEE said acreage with no further consideration due and payable by GRANTEE. In the event that GRANTOR ceases to utilize any portion of said acreage and GRANTEE accepts conveyance of such acreage, then GRANTOR shall convey to GRANTEE such non-utilized portion or portions of said acreage with no further consideration due and payable by GRANTEE.

GRANTOR and GRANTEE are aware that various oil and gas producers have existing oil and gas facilities which were constructed on the property pursuant to prior oil and gas leases from the mineral owners and no title to or interest in title to such facilities are included in this conveyance.

IN WITNESS WHEREOF, this instrument is effective this 24th day
of August, 1993.

EL PASO NATURAL GAS COMPANY

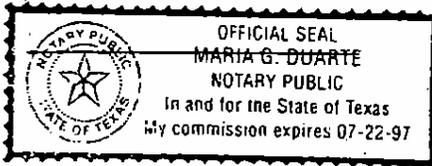
By: [Signature]
Senior Vice President

STATE OF TEXAS

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 30th day of August, 1993 by John W. Somerhalder, II, Senior Vice President of El Paso Natural Gas Company, a Delaware corporation, on behalf of said corporation.

My Commission Expires:



Maria G. Duarte
Notary Public in and for El Paso County, State of Texas

Signature
 Date

Contract No. 14-20-603-1512

COMPRESSOR PLANT LEASE
 Navajo Tribal Lands

This Indenture of Lease made and entered into in quintuplicate this 17th day of January, 1956, by and between the NAVAJO TRIBE OF INDIANS acting by and through the Chairman of the Navajo Tribal Council (hereinafter referred to as the "Lessor") and EL PASO NATURAL GAS COMPANY, a Delaware corporation whose principal office is in El Paso, Texas, and whose post office address is Post Office Box 1492, El Paso, Texas, (hereinafter referred to as the "Lessee")

W I T N E S S E T H :

1. That the Lessor, for and in consideration of the payment of Ten Thousand -----Dollars (\$ 10,000.00), of which Six Thousand Three Hundred -----Dollars (\$ 6,300.00) was paid by Lessee for permit to use the hereinafter described lease premises and which amount has been applied by Lessor to rentals due hereunder and the remainder of Three Thousand Seven Hundred -----Dollars (\$ 3,700.00) has been paid in cash concurrently with approval of this lease, and in consideration of the conditions hereinafter contained and agreed to be observed by the Lessee, does hereby demise, grant and lease unto the said Lessee that certain tract of land lying and being within the Navajo Indian Reservation, County of McKinley, State of New Mexico, to wit:

Plant site described as follows:

Beginning at the southwest corner of the site herein described, said point bears North $24^{\circ} 58'$ East, distant 26796.9 feet from the South Quarter ($\frac{1}{4}$) corner of tentative Section 31, Township 19 North, Range 17 West, N.M.P.M., McKinley County, New Mexico, on the lands of the Navajo Indian Reservation; thence South $77^{\circ} 38'$ East, a distance of 1320.0 feet to the southeast corner; thence North $12^{\circ} 22'$ East, a distance of 1320.0 feet to the northeast corner; thence North $77^{\circ} 38'$ West, a distance of 1320.0 feet to the northwest corner; thence South $12^{\circ} 22'$ West, a distance of 1320.0 feet to the point of beginning, containing 40.0 acres, more or less.

2. TERM. This lease shall be for a term beginning with the date of approval by the Secretary of the Interior or his duly authorized representative and continuing for twenty-five (25) years unless sooner terminated as hereinafter provided.

3. PURPOSE. This lease shall be for the purpose of maintaining and operating on the leased premises a compressor station, for employee housing, recreational and school facilities if required, and for the construction and maintenance on the leased premises of buildings, microwave stations, air strip, pipelines for transmission of water, oil and gas, pole lines for telephone, telegraph and electric power, and such other buildings or facilities as are or may be used or useful in connection with the maintenance and operation of Lessee's natural gas pipelines. Lessee shall pay any taxes levied upon the leased premises or the improvements placed thereon during the term of this lease. Lessee may contest the validity or

amount of any tax or charge and shall not be considered in default until a reasonable time after final determination of such contest by a court of final jurisdiction.

4. PRIOR USE. Lessee is now in possession of the leased premises or a portion thereof, having acquired possession and the right to use pursuant to a right of way permit approved as of January 1, 1952, issued by Lessor, and this lease is intended by the parties to replace from the effective date of this lease the right of way permit insofar only as said permit covers the premises described in this lease. Said permit shall remain in full force and effect as to all other lands, premises, easements and rights covered thereby.

5. OPTION OF RENEWAL. Lessee is hereby granted by Lessor an option to renew this lease for an additional term not exceeding twenty-five (25) years upon the same terms and conditions and upon payment of a lump sum in advance of a rental to be paid in an amount to be determined by the parties as follows: The purchasing value of the dollar at the date of renewal shall be compared with the purchasing value of the dollar at the date of execution of this lease and the rental paid for this lease, which is \$10.00 per acre per acre, shall be increased or decreased in the same proportion as the purchasing value of the dollar has increased or decreased during the intervening period as determined by the Commodity Index published by the United States Bureau of Labor Statistics. In the event the Commodity Index is no longer published by the United States Bureau of Labor Statistics, then the parties shall

agree upon another index or report which shall be used to determine the change in the purchasing value of the dollar or, in the event the parties cannot agree, then the determination of the standard to be used shall be submitted to arbitration as provided by Section 9 hereof. In the event Lessee desires to exercise this option of renewal, the Lessee shall give Lessor written notice of such renewal at least three (3) months prior to the expiration of this lease, specifying in such notice the length of the term for which such lease shall be renewed, and such renewal shall be and become effective upon the mailing of notice by Lessee by depositing same in the United States Mail, postage prepaid and addressed to Lessor at Window Rock, Arizona. Upon receipt of such notice, the parties shall meet to determine the amount of rental to be paid by Lessee for the extended term.

6. REMOVAL OF BUILDINGS, IMPROVEMENTS AND EQUIPMENT. Lessee, not being in default, shall be the owner of and have the right to remove from the leased premises within fifteen (15) months after the termination or expiration of this lease any and all buildings, structures, materials and equipment and other personal property owned by it and placed thereon in connection with Lessee's operations hereunder. Lessee hereby grants to Lessor an option to purchase, after termination of this lease, at a price to be agreed upon by the parties hereto, or at such price as may be established by arbitration, all water well pumping equipment and water pipelines located on the leased premises. Lessor's option to acquire such water well pumping equipment and pipelines must be exercised

within ninety (90) days after any termination of this lease, provided that the option shall extend for an additional ninety (90) days in the event additional time is required for arbitration. If Lessor shall elect to exercise the option, then Lessor shall give Lessee written notice of such election within ninety (90) days after termination of the lease. All buildings, material, equipment or property of Lessee remaining on the leased premises after the expiration of fifteen (15) months following the termination of this lease, either in its primary or extended term, shall become and remain the property of the Lessor.

7. ASSIGNMENT AND SUBLEASE. Lessee shall not assign this lease or any interest therein or sublet any portion thereof unless the approval of the Secretary of the Interior or his duly authorized representative and of the Advisory Committee of the Navajo Tribal Council be obtained; provided, however, that Lessee may assign this lease to a Trustee under an Indenture of Mortgage placing a lien upon Lessee's pipeline facilities without obtaining any approval from Lessor or from the Secretary of the Interior.

8. SURRENDER OF POSSESSION AND CANCELLATION. Lessee hereby further agrees that, at the termination of this lease by normal expiration or otherwise, it will peaceably and without legal process deliver up the possession of the leased premises exclusive of the improvements which remain its property unless otherwise provided, and that violation of any of the terms or conditions of this lease shall render the lease subject to cancellation by the Chairman of the Navajo Tribal Council if, after thirty (30) days written notice

specifying the particulars of the default, Lessee has not cured such default. In the event of dispute as to whether or not a default has occurred or has been cured, the controversy may be submitted to arbitration at the request of either party.

9. ARBITRATION. In the event any matter upon which the parties cannot agree shall be submitted to arbitration, within ten (10) days after the request of either party for submission to arbitration Lessee shall name one arbitrator and Lessor shall name one arbitrator and the two named shall select, within ten (10) days next ensuing, a third arbitrator. In the event the two arbitrators named by the parties cannot agree upon a third arbitrator, then the Secretary of the Interior may select the third arbitrator. The arbitrators shall permit either party to present such evidence as it may desire and shall hear and determine any matter submitted to arbitration promptly. A determination of a majority of the arbitrators shall be binding upon both parties. Any costs of arbitration shall be borne equally by the parties except that each party shall pay its own counsel fees and expenses of its own witnesses.

10. WATER. In the event Lessee shall develop a supply of water in excess of Lessee's requirements, then Lessee shall provide delivery facilities at a point selected by Lessee, and shall make such excess water available to Navajos for domestic purposes, but Lessee shall not be liable to Lessor or any person for failure of water supply or for Lessee's inability to deliver water. Lessee agrees that upon termination of this lease by normal expiration or otherwise, Lessee shall leave casing in any usable water wells.

but Lessee may remove pumping equipment and pipelines, subject to the provisions of Paragraph 6 above.

11. EMPLOYMENT OF NAVAJOS. Lessee shall give preference to qualified Navajo Indians for employment in the operation of the leased premises during the term of this lease and in construction of any additional facilities thereon.

12. USE OF INTOXICATING LIQUORS, NUISANCES. The Lessee further agrees that it will not use or permit to be used any part of said premises for any unlawful conduct or purpose whatsoever; that it will not use or permit to be used any part of said premises for the manufacture, sale, gift, transportation, drinking or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this clause by the Lessee or with its knowledge shall render this lease voidable at the option of the General Superintendent of the Navajo Indian Agency.

13. FORCE MAJEURE. Notwithstanding any other provision herein contained, Lessee shall be excused and relieved from the performance of any and all covenants in this lease contained and shall not be held responsible for delays or defaults in the performance of said covenants due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of Government, war, floods, fires, storms, epidemics, quarantine, restrictions, strikes, partial or total interruption of transportation, freight embargoes and failure, exhaustion or unavailability, or delays in delivery, of any materials, supplies, machinery or equipment.

14. INTEREST OF MEMBER OF CONGRESS. No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. This provision shall not be construed to extend to this lease if made with a corporation or company for its general benefit.

15. SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to the successors and assigns of the respective parties hereto, subject to compliance with Paragraph 7 above.

16. REGULATIONS. The Lessee shall abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to business leases.

This lease is executed by the Chairman of the Navajo Tribal Council pursuant to the Resolution No. CS-33-54 of the Navajo Tribal Council adopted on September 9, 1954, and is executed by the duly authorized officers of El Paso Natural Gas Company.

NAVAJO TRIBE OF INDIANS

By Paul Jones
Chairman

EL PASO NATURAL GAS COMPANY

By A. Dean
Vice President

ATTEST:

A. C. Martch
Assistant Secretary

BPH

STATE OF TEXAS

COUNTY OF EL PASO

SS.:

On this 19th day of January, 1956, before me appeared H. F. STEEM, to me personally known, who, being by me duly sworn, did say that he is the VICE President of El Paso Natural Gas Company and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said H. F. STEEM acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires:

MARTHA B. IVEY,

Notary Public, in and for El Paso County, Texas

9-1 My Commission expires June 1, 1957

Notary Public in and for El Paso County, State of Texas

STATE OF ARIZONA }
COUNTY OF APACHE } SS

Before me, a Notary Public in and for the County of Apache, State of Arizona, on the day of 9 February 1956, personally appeared Paul Jones to me known to be the identical person who executed the within and foregoing Agreement and acknowledged to me that he executed the same in his official capacity as Chairman of the Navajo Tribal Council as its free and voluntary act for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal the day and year last above written, February 1956.

My commission expires:

April 17, 1957

Lawrence P. P. P. P.
Notary Public

STATE OF TEXAS }
COUNTY OF EL PASO } SS

This instrument was acknowledged before me this _____ day of _____, 1956, by _____, Vice President of EL PASO NATURAL GAS COMPANY, a corporation.

My commission expires:

Notary Public

The within lease is hereby approved.

Date: MAR 28 1956

Window Rock, Arizona

Paul W. Hand
Active General Superintendent
(19 F.R. 8675)

AMENDMENT NO. 1 TO
CONTRACT NO. 14-20-603-1512
COMPRESSOR PLANT LEASE
NAVAJO TRIBAL LANDS

WHEREAS, a certain Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1512) was entered into by and between the Navajo Tribe of Indians, acting by and through the Chairman of the Navajo Tribal Council, as Lessor, and El Paso Natural Gas Company, a Delaware corporation, as Lessee, under the terms of which the Lessor leased to the Lessee a certain tract of land lying and being within the Navajo Indian Reservation, County of McKinley, State of New Mexico, containing 40.00 acres, more or less, for a term of twenty-five years, to be used by Lessee for the purpose of maintaining and operating on the leased premises a compressor station and for related uses; and

WHEREAS, El Paso Natural Gas Company, the Lessee, desires to enlarge its compressor station site and to do so must amend said Lease to include additional land adjoining that tract of land described in said Lease and provide for payment of an additional amount of Two Thousand Twenty and 48/100 Dollars (\$2,020.48) as rental;

NOW, THEREFORE, the Navajo Tribe of Indians, acting by and through the Chairman of the Navajo Tribal Council, and El Paso Natural Gas Company, a Delaware corporation, whose principal office is in El Paso, Texas, and whose post office address is Box 1492, El Paso, Texas, do hereby agree to amend the above mentioned Compressor Plant Lease by increasing the amount of consideration for said Lease by Two Thousand Twenty and 48/100 Dollars (\$2,020.48) to be paid in cash concurrently with the approval of this Amendment, and by adding thereto the following described tract of land located in McKinley County, New Mexico, to wit:

Beginning at a point located on unsurveyed lands in Tentative Section 9, Township 19 North, Range 17 West, N.M.P.M., McKinley County, New Mexico, said point being the northwesterly corner of the present Gallup Compressor Station Site, which point bears South 87°11' West, a distance of 17490.6 feet from the northeast corner of Section 12, Township 19 North, Range 17 West, N.M.P.M., thence South 12°22' West, a distance of 1320 feet along the westerly boundary of said existing site; thence South 77°38' East, a distance of 470 feet along the southerly boundary of said existing site; thence South 58°21' West, a distance of 208.6 feet; thence South 32°42' West, a distance of 144 feet; thence North 77°38' West, a distance of 570 feet; thence North 12°22' East, a distance of 1600 feet; thence South 77°38' East, a distance of 300 feet to the point of beginning, containing 13.249 acres, more or less.

Except as hereby amended, the Compressor Plant Lease dated January 17, 1956, shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto.

This Amendment is executed by the Chairman of the Navajo Tribal Council pursuant to Resolution No. ACF-16-66 of the Navajo Tribal Council adopted on February 9, 1966, and is executed by the duly authorized officer of El Paso Natural Gas Company.

NAVAJO TRIBE OF INDIANS

By [Signature]
Chairman of the Navajo Tribal Council

MAR 23 1966

APPROVED: [Signature]
Acting ASST. DIRECTOR

EL PASO NATURAL GAS COMPANY

By [Signature]
Wm. F. Howard
Attorney-in-Fact

STATE OF ARIZONA

COUNTY OF APACHE

On this 8 day of March, 1966, before me, the undersigned Notary Public, personally appeared Raymond Natsai, known to me and who acknowledged himself to be the Chairman of the Navajo Tribal Council, and that he, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the NAVAJO TRIBE OF INDIANS by himself as the Chairman of the Navajo Tribal Council.

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

My Commission Expires:

March 14 1969

[Signature]
Notary Public in and For Apache County, State of Arizona

STATE OF TEXAS

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 13th day of December, 1965, by WM. F. HOWARD, as Attorney-in-Fact for EL PASO NATURAL GAS COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires:

June 1, 1967

[Signature]
Notary Public in and for El Paso County, State of Texas

FAYE C. TIPTON
Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1967

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

EVIDENCE OF AUTHORITY OF OFFICERS TO EXECUTE PAPERS

(To be sworn to by secretary or president of a corporation and sealed with its seal)

I solemnly swear that Wm. F. Howard ~~and~~
was ~~was~~ on the 13th day
of December, 1965, the duly ~~appointed~~ appointed Attorney-in-Fact
~~respectively~~, of El Paso Natural Gas Company
a corporation organized under the laws of Delaware on which day ~~they~~ he
executed Amendment No. 1 to a Compressor Plant Lease for and in behalf of said cor-
poration, covering certain ** Tribal lands on the Navajo Indian
Reservation, in the State of New Mexico; that ~~they were~~ he was
fully empowered to execute said
instrument and all papers in connection therewith, and that ~~their~~ his
action in executing the same binds the
said corporation to full performance of all obligations thereunder.

[CORPORATE SEAL]

A.C. Martel

Assistant Secretary

(Title)

This 13 day of December, 1965.

Subscribed and sworn to before me this 13th day of December, 1965

(Signed)

Virginia O. Jameson

[SEAL]

VIRGINIA O. JAMESON

Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1967

* Indicate whether lease, bond, or assignment.
** Indicate whether tribal or allotted.

RESOLUTION OF THE ADVISORY COMMITTEE
OF THE NAVAJO TRIBAL COUNCIL

Authorizing Amendment to El Paso Natural Gas Company Gallup
Compressor Station Lease (Contract No. 14-20-603-1512) to
Add Additional Lands to Compressor Station Lease

WHEREAS:

1. The Advisory Committee of the Navajo Tribal Council has been delegated by the Navajo Tribal Council Resolution CS-33-54 to grant leases on tribal lands for business purposes.

2. By authority of Advisory Committee Resolution ACF-20-56, the El Paso Natural Gas Company was granted a lease for forty (40) acres of Navajo Tribal lands upon which to construct the Gallup Compressor Station in McKinley County, New Mexico.

3. The El Paso Natural Gas Company has requested an amendment to the Gallup Compressor Station Lease to include an additional 13.249 acres, more or less, of Tribal lands to be used for additional facilities.

4. The local authorized grazing permittees have given their consent and are agreeable to give up the additional area to the El Paso Natural Gas Company for the additional facilities.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Chairman of the Navajo Tribal Council be and he hereby is authorized and directed to enter into an amendment to the "Lease Agreement" (Contract No. 14-20-603-1512), dated January 17, 1956, to add the following described tract of Navajo Tribal lands, containing 13.249 acres, more or less, to the Gallup Compressor Station:

Beginning at a point located on unsurveyed lands in Tentative Section 9, Township 19 North, Range 17 West, N.M.P.M., McKinley County, New Mexico, said point being the northwesterly corner of the present Gallup Compressor Station Site, which point bears South 87° 11" West, a distance of 17,490.6 feet from the northeast corner of Section 12, Township 19 North, Range 17 West, N.M.P.M.;

Thence South 12° 22' West, a distance of 1,320 feet
along the westerly boundary of said existing site;

Thence South 77° 38' East, a distance of 470 feet
along the southerly boundary of said existing site;

Thence South 58° 21' West, a distance of 208.6 feet;

Thence South 32° 42' West, a distance of 144 feet;

Thence North 77° 38' West, a distance of 570 feet;

Thence North 12° 22' East, a distance of 1,600 feet;

Thence South 77° 38' East, a distance of 300 feet to
the point of beginning.

Containing 13.249 acres, more or less.

CERTIFICATION

I hereby certify that the foregoing resolution was
duly considered by the Advisory Committee of the Navajo Tribal
Council at a duly called meeting at Window Rock, Arizona, at
which a quorum was present and that same was passed by a vote
of 12 in favor and 0 opposed, this 9th day of February, 1966.


Chairman Pro Tempore
Navajo Tribal Council

THE NAVAJO TRIBE
WINDOW ROCK, ARIZONA

RAYMOND NAKAI
CHAIRMAN, Navajo Tribal Council

NELSON DAMON
VICE CHAIRMAN, Navajo Tribal Council

1 March 1966



Memorandum

To : Area Director, Navajo Area Office
From : Chairman, Navajo Tribal Council
Subject: Amendment to El Paso Natural Gas Company Gallup
Compressor Station Lease
Contract No. 14-20-603-1512

By Resolution ACF-16-66, dated February 9, 1966 the Advisory Committee of the Navajo Tribal Council authorized an amendment to El Paso Natural Gas Company's Gallup Compressor Station Lease, Contract No. 14-20-603-1512. This amendment was needed to include an additional acreage of 13.249 acres in the said lease.

Transmitted herewith are the executed copies of Amendment No. 1 to Contract No. 14-20-603-1512 for your further handling.

We will request the El Paso Natural Gas Company to compensate the local authorized grazing permittees for the taking of this additional 13.249 acres, more or less, pursuant to above mentioned resolution. This resolution authorizes payment of compensation by the Navajo Tribe to authorized grazing permittees for the taking of the original 40.00 acres only.


Raymond Nakai, Chairman
Navajo Tribal Council

Attachments

Distribution:

Legal Department, Navajo Tribe
Real Property Management, Navajo Area Office

RECEIVED
189C
MAR 9 '66

AREA BRANCH OF
REAL PROPERTY MGMT.

Row

780 6225

Contract No. 14-20-603-1513

COMPRESSOR PLANT LEASE
Navajo Tribal Lands

SECTION 155

This Indenture of Lease made and entered into in quintuplicate this 17th day of January, 1956, by and between the NAVAJO TRIBE OF INDIANS acting by and through the Chairman of the Navajo Tribal Council (hereinafter referred to as the "Lessor") and EL PASO NATURAL GAS COMPANY, a Delaware corporation whose principal office is in El Paso, Texas, and whose post office address is Post Office Box 1492, El Paso, Texas, (hereinafter referred to as the "Lessee")

W I T N E S S E T H :

1. That the Lessor, for and in consideration of the payment of Twenty-five Thousand and no/100---- Dollars (\$ 25,000.00), of which Nine Thousand Four Hundred Fifty----- Dollars (\$ 9,450.00) was paid by Lessee for permit to use the hereinafter described lease premises and which amount has been applied by Lessor to rentals due hereunder and the remainder of Fifteen Thousand Five Hundred Fifty----- Dollars (\$ 15,550.00) has been paid in cash concurrently with approval of this lease, and in consideration of the conditions hereinafter contained and agreed to be observed by the Lessee, does hereby demise, grant and lease unto the said Lessee that certain tract of land lying and being within the Navajo Indian Reservation, County of Apache, State of Arizona, to wit:

Plant site described as follows:

Tract No. 1: Beginning at the southeast corner of the site herein described, said point bears North $16^{\circ} 38'$ West, distant 2,024.8 feet from the Southeast corner of tentative Section 24, Township 25 North, Range 24 East, G. & S. R. B. M., Apache County, Arizona, on lands of the Navajo Indian Reservation; thence West 1320.0 feet to the southwest corner; thence North 1320.0 feet to the northwest corner; thence East 1320.0 feet to the Northeast corner; thence South 1320.0 feet to the point of beginning, containing 40.0 acres, more or less.

Tract No. 2: Beginning at the Southeast corner of the site herein described, said point bears North $44^{\circ} 24'$ West, distant 2715.4 feet from the Southeast corner of tentative Section 24, Township 25 North, Range 24 East, G. & S. R. B. M., Apache County, Arizona, on the lands of the Navajo Indian Reservation; thence North 1320.0 feet to the Northeast corner; thence West 1320.0 feet to the Northwest corner; thence South 1320.0 feet to the Southwest corner; thence East 1320.0 feet to the point of beginning, containing 40.0 acres, more or less.

Tract No. 3: Beginning at the Northwesterly corner of the site herein described, said point bears South $89^{\circ} 41'$ West, distant 7365.0 feet from the Northeast corner of tentative Section 1, Township 25 North, Range 24 East, G. & S. R. B. M., Apache County, Arizona, on lands of the Navajo Indian Reservation; thence South $74^{\circ} 45'$ East a distance of 660.0 feet to the Northeasterly corner; thence South $15^{\circ} 15'$ West a distance of 1320.0 feet to the Southeasterly corner; thence North $74^{\circ} 45'$ West a distance of 660.0 feet to the Southwesterly corner; thence North $15^{\circ} 15'$ East a distance of 1320.0 feet to the point of beginning, containing 20.0 acres, more or less.

employee housing, recreational and school facilities if required, and for the construction and maintenance on the leased premises of buildings, microwave stations, air strip, pipelines for transmission of water, oil and gas, pole lines for telephone, telegraph and electric power, and such other buildings or facilities as are or may be used or useful in connection with the maintenance and operation of Lessee's natural gas pipelines. Lessee shall pay any taxes levied upon the leased premises or the improvements placed thereon during the term of this lease. Lessee may contest the validity or

amount of any tax or charge and shall not be considered in default until a reasonable time after final determination of such contest by a court of final jurisdiction.

4. PRIOR USE. Lessee is now in possession of the leased premises or a portion thereof, having acquired possession and the right to use pursuant to a right of way permit approved as of January 1, 1952, issued by Lessor, and this lease is intended by the parties to replace from the effective date of this lease the right of way permit insofar only as said permit covers the premises described in this lease. Said permit shall remain in full force and effect as to all other lands, premises, easements and rights covered thereby.

5. OPTION OF RENEWAL. Lessee is hereby granted by Lessor an option to renew this lease for an additional term not exceeding twenty-five (25) years upon the same terms and conditions and upon payment of a lump sum in advance of a rental to be paid in an amount to be determined by the parties as follows: The purchasing value of the dollar at the date of renewal shall be compared with the purchasing value of the dollar at the date of execution of this lease and the rental paid for this lease, which is \$10.00 per annum per acre, shall be increased or decreased in the same proportion as the purchasing value of the dollar has increased or decreased during the intervening period as determined by the Commodity Index published by the United States Bureau of Labor Statistics. In the event the Commodity Index is no longer published by the United States Bureau of Labor Statistics, then the parties shall

agree upon another index or report which shall be used to determine the change in the purchasing value of the dollar or, in the event the parties cannot agree, then the determination of the standard to be used shall be submitted to arbitration as provided by Section 9 hereof. In the event Lessee desires to exercise this option of renewal, the Lessee shall give Lessor written notice of such renewal at least three (3) months prior to the expiration of this lease, specifying in such notice the length of the term for which such lease shall be renewed, and such renewal shall be and become effective upon the mailing of notice by Lessee by depositing same in the United States Mail, postage prepaid and addressed to Lessor at Window Rock, Arizona. Upon receipt of such notice, the parties shall meet to determine the amount of rental to be paid by Lessee for the extended term.

6. REMOVAL OF BUILDINGS; IMPROVEMENTS AND EQUIPMENT. Lessee, not being in default, shall be the owner of and have the right to remove from the leased premises within fifteen (15) months after the termination or expiration of this lease any and all buildings, structures, materials and equipment and other personal property owned by it and placed thereon in connection with Lessee's operations hereunder. Lessee hereby grants to Lessor an option to purchase, after termination of this lease, at a price to be agreed upon by the parties hereto, or at such price as may be established by arbitration, all water well pumping equipment and water pipelines located on the leased premises. Lessor's option to acquire such water well pumping equipment and pipelines must be exercised

within ninety (90) days after any termination of this lease, provided that the option shall extend for an additional ninety (90) days in the event additional time is required for arbitration.

If Lessor shall elect to exercise the option, then Lessor shall give Lessee written notice of such election within ninety (90) days after termination of the lease. All buildings, material, equipment or property of Lessee remaining on the leased premises after the expiration of fifteen (15) months following the termination of this lease, either in its primary or extended term, shall become and remain the property of the Lessor.

7. ASSIGNMENT AND SUBLEASE. Lessee shall not assign this lease or any interest therein or sublet any portion thereof unless the approval of the Secretary of the Interior or his duly authorized representative and of the Advisory Committee of the Navajo Tribal Council be obtained; provided, however, that Lessee may assign this lease to a Trustee under an Indenture of Mortgage placing a lien upon Lessee's pipeline facilities without obtaining any approval from Lessor or from the Secretary of the Interior.

8. SURRENDER OF POSSESSION AND CANCELLATION. Lessee hereby further agrees that, at the termination of this lease by normal expiration or otherwise, it will peaceably and without legal process deliver up the possession of the leased premises exclusive of the improvements which remain its property unless otherwise provided, and that violation of any of the terms or conditions of this lease shall render the lease subject to cancellation by the Chairman of the Navajo Tribal Council if, after thirty (30) days written notice

specifying the particulars of the default, Lessee has not cured such default. In the event of dispute as to whether or not a default has occurred or has been cured, the controversy may be submitted to arbitration at the request of either party.

9. ARBITRATION. In the event any matter upon which the parties cannot agree shall be submitted to arbitration, within ten (10) days after the request of either party for submission to arbitration Lessee shall name one arbitrator and Lessor shall name one arbitrator and the two named shall select, within ten (10) days next ensuing, a third arbitrator. In the event the two arbitrators named by the parties cannot agree upon a third arbitrator, then the Secretary of the Interior may select the third arbitrator. The arbitrators shall permit either party to present such evidence as it may desire and shall hear and determine any matter submitted to arbitration promptly. A determination of a majority of the arbitrators shall be binding upon both parties. Any costs of arbitration shall be borne equally by the parties except that each party shall pay its own counsel fees and expenses of its own witnesses.

10. WATER. In the event Lessee shall develop a supply of water in excess of Lessee's requirements, then Lessee shall provide delivery facilities at a point selected by Lessee, and shall make such excess water available to Navajos for domestic purposes, but Lessee shall not be liable to Lessor or any person for failure of water supply or for Lessee's inability to deliver water. Lessee agrees that upon termination of this lease by normal expiration or otherwise, Lessee shall leave casing in any usable water wells,

but Lessee may remove pumping equipment and pipelines, subject to the provisions of Paragraph 6 above.

11. EMPLOYMENT OF NAVAJOS. Lessee shall give preference to qualified Navajo Indians for employment in the operation of the leased premises during the term of this lease and in construction of any additional facilities thereon.

12. USE OF INTOXICATING LIQUORS, NUISANCES. The Lessee further agrees that it will not use or permit to be used any part of said premises for any unlawful conduct or purpose whatsoever; that it will not use or permit to be used any part of said premises for the manufacture, sale, gift, transportation, drinking or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this clause by the Lessee or with its knowledge shall render this lease voidable at the option of the General Superintendent of the Navajo Indian Agency.

13. FORCE MAJEURE. Notwithstanding any other provision herein contained, Lessee shall be excused and relieved from the performance of any and all covenants in this lease contained and shall not be held responsible for delays or defaults in the performance of said covenants due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of Government, war, floods, fires, storms, epidemics, quarantine, restrictions, strikes, partial or total interruption of transportation, freight embargoes and failure, exhaustion or unavailability, or delays in delivery, of any materials, supplies, machinery or equipment.

14. INTEREST OF MEMBER OF CONGRESS. No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. This provision shall not be construed to extend to this lease if made with a corporation or company for its general benefit.

15. SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to the successors and assigns of the respective parties hereto, subject to compliance with Paragraph 7 above.

16. REGULATIONS. The Lessee shall abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to business leases.

This lease is executed by the Chairman of the Navajo Tribal Council pursuant to the Resolution No. CS-33-54 of the Navajo Tribal Council adopted on September 9, 1954, and is executed by the duly authorized officers of El Paso Natural Gas Company.

NAVAJO TRIBE OF INDIANS

By Paul Jones
Chairman

EL PASO NATURAL GAS COMPANY

By [Signature]
Vice President

ATTEST:

AC Martch
Assistant Secretary

STATE OF ARIZONA } SS
COUNTY OF APACHE }

Before me, a Notary Public in and for the County of Apache, State of Arizona, on the day of 9 February 1956, personally appeared Paul Jones to me known to be the identical person who executed the within and foregoing Agreement and acknowledged to me that he executed the same in his official capacity as Chairman of the Navajo Tribal Council as its free and voluntary act for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal the day and year last above written, 9 February 1956

My commission expires:

April 17, 1957

Louise E. Huerta
Notary Public

STATE OF TEXAS } SS
COUNTY OF EL PASO }

This instrument was acknowledged before me this 19th day of January, 1956, by H. F. STEEN, Vice President of EL PASO NATURAL GAS COMPANY, a corporation.

My commission expires:

MARTHA B. IVEY,

Notary Public, in and for El Paso County, Texas

My commission expires June 1, 1957

Martha B. Ivey
Notary Public

The within lease is hereby approved.

Date: MAR 28 1956

Window Rock, Arizona

Paul W. Hand
General Superintendent
(19 F.R. 8675)

File Copy
Surface
Long
Quinta

AMENDMENT NO. 1 to
CONTRACT NO. 14-20-603-1513
COMPRESSOR PLANT LEASE
Navajo Tribal Lands

780 6225

WHEREAS, a certain Lease Agreement dated January 17, 1955 (Contract No. 14-20-603-1513) was entered by and between the Navajo Tribe of Indians, acting by and through the Chairman of the Navajo Tribal Council, as Lessor and El Paso Natural Gas Company, a Delaware corporation, as Lessee, under the terms of which the Lessor leased to the Lessee three certain tracts of land lying and being within the Navajo Indian Reservation, County of Apache, State of Arizona, containing a total of 100 acres, more or less, for a term of twenty-five years, to be used by Lessee for the purpose of maintaining and operating on the leased premises a compressor station and for related uses; and

WHEREAS, El Paso Natural Gas Company, the Lessee, desires to amend said lease to include the tract of land hereinafter described to be used for disposal pond for the camp and to provide for payment of an additional amount of Two Thousand Five Hundred Dollars (\$2,500.00) as rental;

NOW, THEREFORE, the Navajo Tribe of Indians, acting by and through the Chairman of the Navajo Tribal Council, and El Paso Natural Gas Company, a Delaware corporation whose principal office is in El Paso, Texas, and whose post office address is P. O. Box 1492, El Paso, Texas, do hereby agree to amend the above mentioned Compressor Plant Lease by increasing the amount of consideration

for said lease by the sum of Two Thousand Five Hundred Dollars (\$2,500.00) to be paid in cash concurrently with the approval of this Amendment, and by adding to the plant site the following described tract of land located in Apache County, Arizona, to wit:

Beginning at the northeast corner of the site herein described said point bears North 16° 38' West, distant 2024.8 feet from the southeast corner of tentative Section 24, Township 25 North, Range 24 East, G. & S. R. M., Apache County, Arizona, on land of the Navajo Indian Reservation; thence West a distance of 800 feet to the northwest corner; thence South a distance of 500 feet to the southwest corner; thence East a distance of 800 feet to the southeast corner; thence North a distance of 500 feet to the point of beginning, containing 9.182 acres, more or less.

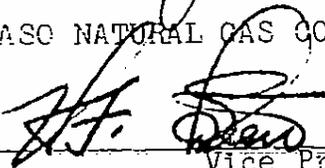
Except as hereby amended, the Compressor Plant Lease dated January 17, 1955, remains in full force and effect and is hereby ratified and confirmed by the parties.

This Amendment is executed by the Chairman of the Navajo Tribal Council pursuant to Resolution No. CS-33-54 of the Navajo Tribal Council adopted on September 9, 1954, and is executed by the duly authorized officers of El Paso Natural Gas Company.

ATTEST:

Secretary-Treasurer

NAVAJO TRIBE OF INDIANS
By 
Chairman

EL PASO NATURAL GAS COMPANY
By 
Vice President

ATTEST:

Assistant Secretary

STATE OF ARIZONA }
COUNTY OF APACHE } SS

780 6225

Before me, a Notary Public in and for the County of Apache, State of Arizona, on the day of June 9, 1956, personally appeared Paul Jones, to me known to be the identical person who executed the within and foregoing Agreement and acknowledged to me that he executed the same in his official capacity as Chairman of the Navajo Tribal Council as its free and voluntary act for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal the day and year last above written, June 9, 1956.

My Commission expires:

April 17, 1957

Lawrence O. Keuta
Notary Public

STATE OF TEXAS }
COUNTY OF EL PASO } SS

This instrument was acknowledged before me this 12th day of April, 1956, by H. F. STEEK, Vice President of EL PASO NATURAL GAS COMPANY, a corporation.

My Commission expires:

MARTHA B. VEY.

Notary Public, in and for El Paso County, Texas

My commission expires June 1, 1957

Martha B. Vey
Notary Public

The within Amendment is hereby approved.

Date:

6-5-56

Window Rock, Arizona

Charles E. Morelock
Acting General Superintendent
(19 F.R. 8675)

AMENDMENT NO. 2 to
CONTRACT NO. 14-20-603-1513
COMPRESSOR PLANT LEASE
Navajo Tribal Lands

FILE COPY
SURNAME
<i>Harris</i>
<i>to file</i>
<i>McKormick</i>
Appd. Sol. Of
<i>Harris</i>

WHEREAS, a certain Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1513) and Amendment No. 1 approved June 5, 1956 were entered into by and between the Navajo Tribe of Indians, acting by and through the Chairman of the Navajo Tribal Council, as Lessor and El Paso Natural Gas Company, a Delaware corporation, as Lessee, under the terms of which the Lessor leased to the Lessee four certain tracts of land lying and being within the Navajo Indian Reservation, County of Apache, State of Arizona, containing a total of 109.182 acres, more or less, for a term of twenty-five years, to be used by Lessee for the purpose of maintaining and operating on the leased premises a compressor station and for related uses; and

WHEREAS, El Paso Natural Gas Company, the Lessee, desires to amend said lease and amendment to include the tract of land hereinafter described to be used for an air strip and to provide for payment of an additional amount of Two Thousand Three Hundred Twenty-three and no/100 Dollars (\$2,323.00) as rental;

NOW, THEREFORE, the Navajo Tribe of Indians, acting by and through the Chairman of the Navajo Tribal Council, and El Paso Natural Gas Company, a Delaware corporation whose principal office is in El Paso, Texas, and whose post office address is P. O. Box 1492, El Paso, Texas, do hereby agree to amend the above mentioned Compressor Plant Lease and Amendment No. 1 by increasing the amount of consideration for said lease and amendment by Two Thousand Three Hundred Twenty-three and no/100 Dollars (\$2,323.00) to be paid in cash concurrently with the approval of this Amendment, and by adding to the plant site the following described tract of land located in Apache County, Arizona, to wit:

Beginning at a point which bears North 86° 09' East, distant 13,685.9 feet from a monument on the line common to Range 24 East and Range 25 East, G. & S.R.B. & M., said monument also being the proposed northeast corner of proposed Section 24, Range 24 East, Township 25 North; thence North 20° 33' West a distance of 50 feet; thence South 69° 27' West a distance of 4400 feet; thence South 20° 33' East a distance of 100 feet; thence North 69° 27' East a distance of 4400 feet; thence North 20° 33' West a distance of 50 feet to the point of beginning, containing 10.1 acres, more or less.

Except as hereby amended, the Compressor Plant Lease dated January 17, 1956 and Amendment No. 1 approved June 5, 1956 remain in full force and effect and are hereby ratified and confirmed by the parties.

This Amendment is executed by the Chairman of the Navajo Tribal Council pursuant to Resolution No. ACMA-32-59 of the Ad Hoc of the Navajo Tribal Council Committee adopted on March 18, 1959, and is executed by the duly authorized officers of El Paso Natural Gas Company.

NAVAJO TRIBE OF INDIANS

Attest:

Secretary - Treasurer

By Scott Drexton
ACTING Chairman

EL PASO NATURAL GAS COMPANY

Attest:

AC Martch
Assistant Secretary

By J. Fishman
Vice President

BRH

STATE OF ARIZONA)
) SS.
COUNTY OF APACHE)

On this 18th day of March, 1959, before me, the undersigned Notary Public, personally appeared Scott Preston, known to me and who acknowledged himself to be the Acting Chairman of the Navajo Tribal Council, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of THE NAVAJO TRIBE OF INDIANS by/himself as the Acting Chairman of the Navajo Tribal Council.

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

Walter F. Wolf Jr.
Notary Public in and for Apache
County, State of Arizona

My commission expires:
January 6, 1963.

STATE OF TEXAS
COUNTY OF EL PASO

On this the 2 day of February, 1959, before me M B Ivey, the undersigned officer, personally appeared J. F. EICHELMANN, who acknowledged himself to be the Vice President of EL PASO NATURAL GAS COMPANY, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

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

M B Ivey
Notary Public in and for El Paso
County, State of Texas

My commission expires:
M. B. IVEY
Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1959 ✓

Approved _____
As To Form The within amendment is hereby approved.

And Execution

[Signature]
Field Solicitor
[Signature]
Acting ASSISTANT Area Director

MAR 26 1959

Date

RESOLUTION OF THE ADVISORY COMMITTEE
OF THE NAVAJO TRIBAL COUNCIL

Authorizing Amendment to El Paso Natural Gas Company Navajo Compressor Station Lease

WHEREAS:

1. By authority of Advisory Committee Resolution ACF-20-56, El Paso Natural Gas Company was granted a lease to construct the Navajo Compressor Station in Apache County, Arizona, and
2. El Paso, after consultation with the residents of the area, now desires to add 10.1 acres of land to the compressor station lease to construct an airstrip to serve the station.

NOW THEREFORE BE IT RESOLVED THAT:

The Chairman of the Navajo Tribal Council be and he hereby is authorized and directed to enter into an amendment to the lease agreement (Contract No. 14-20-603-1513) dated January 17, 1956, to provide for additional compensation of \$2,323.00, and to add to the lease the tract of land described as follows:

Beginning at a point which bears North 86° 09' East, distant 13,685.9 feet from a monument on the line common to Range 24 East and Range 25 East, Gila and Salt River Base and Meridian, said monument also being the proposed northeast corner of proposed Section 24, Range 24 East, Township 25 North; thence North 20° 33' West a distance of 50 feet; thence South 69° 27' West a distance of 4400 feet; thence South 20° 33' East a distance of 100 feet; thence North 69° 27' East a distance of 4400 feet; thence North 20° 33' West a distance of 50 feet to the point of beginning, containing 10.1 acres, more or less.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Advisory Committee of the Navajo Tribal Council

at a duly called meeting at Window Rock, Arizona, at which a quorum was present and that same was approved by a vote of 9 in favor and 0 opposed, this 18th day of March, 1959.

Scott Preston

Vice-Chairman
Navajo Tribal Council

Albrecht
Hilkey
Hilkey

AMENDMENT NO. 3 TO
 CONTRACT NO. 14-20-603-1513
 COMPRESSOR PLANT LEASE
 NAVAJO TRIBAL LANDS

780 6225

~~14-20-603-1513~~
amended

WHEREAS, a certain Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1513), Amendment No. 1 approved June 5, 1956 and Amendment No. 2 approved March 26, 1959 were entered into by and between the Navajo Tribe of Indians, acting by and through the Chairman of the Navajo Tribal Council, as Lessor and El Paso Natural Gas Company, a Delaware corporation, as Lessee, under the terms of which the Lessor leased to the Lessee certain tracts of land lying and being within the Navajo Indian Reservation, County of Apache, State of Arizona, containing a total of 119.282 acres, more or less, for a term of twenty-five years, to be used by Lessee for the purpose of maintaining and operating on the leased premises a compressor station and for related uses; and

WHEREAS, El Paso Natural Gas Company, the Lessee, desires to enlarge its air strip and to do so must amend said Lease and Amendments to include additional lands adjoining that tract of land described in Amendment No. 2 and provide for payment of an additional amount of One Thousand Four Hundred Fifty Five and No/100 Dollars (\$1,455.00) as rental;

NOW, THEREFORE, the Navajo Tribe of Indians, acting by and through the Chairman of the Navajo Tribal Council, and El Paso Natural Gas Company, a Delaware corporation whose principal office is in El Paso, Texas, and whose post office address is Box 1492, El Paso, Texas, do hereby agree to further amend the above mentioned Compressor Plant Lease, and Amendments Numbered 1 and 2 by increasing the amount of consideration for said Lease and Amendments by One Thousand Four Hundred Fifty Five and No/100 Dollars (\$1,455.00) to be paid in cash concurrently with the approval of this Amendment, and by deleting the entire 10.1 acre description in Amendment No. 2 and substituting therefore the following described tract of land located in Apache County, Arizona, to wit:

Beginning at a point located upon unsurveyed Indian land in Township 25 North, Range 25 East, G. & S.R.B. & M., Apache County, Arizona, which point bears North 86°09' East, a distance of 13685.9 feet from the north-east corner of Section 24, Township 25 North, Range 24 East, G. & S.R.B. & M.; thence South 20°33' East, a distance of 115 feet; thence South 69°27' West, a distance of 4400 feet; thence North 20°33' West, a distance of 190 feet; thence North 69°27' East, a distance of 4400 feet; thence South 20°33' East, a distance of 75 feet to the point of beginning, containing 19.19 acres, more or less.

Except as hereby amended, the Compressor Plant Lease dated January 17, 1956,

780 6225

Amendment No. 1 approved June 5, 1956 and Amendment No. 2 approved March 26, 1959 shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto.

This Amendment is executed by the Chairman of the Navajo Tribal Council pursuant to Resolution No. CB-33-54 of the Navajo Tribal Council adopted on September 9, 1954, and is executed by the duly authorized officer of El Paso Natural Gas Company.

NAVAJO TRIBE OF INDIANS
By [Signature]
Chairman

ATTEST:
[Signature]
Asst. Secretary-Treasurer

EL PASO NATURAL GAS COMPANY
By [Signature]
President

STATE OF ARIZONA
COUNTY OF APACHE

On this 27th day of JULY, 1965, before me, the undersigned Notary Public, personally appeared RAYMOND NAKAI known to me and who acknowledged himself to be the Chairman of the Navajo Tribal Council and [Signature], known to me and who acknowledged himself to be the Secretary-Treasurer of the Navajo Tribe of Indians and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the NAVAJO TRIBE OF INDIANS by themselves as the Chairman of the Navajo Tribal Council and the Secretary-Treasurer of the Navajo Tribe, respectively.

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

My Commission Expires:
11-25-67

[Signature]
Notary Public in and for Apache County,
State of Arizona.

STATE OF TEXAS
COUNTY OF EL PASO

On this the 22 day of March, 1965, before me [Signature], the undersigned officer, personally appeared [Signature] who acknowledged himself to be the President of EL PASO NATURAL GAS COMPANY, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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

My Commission Expires:
June 1, 1965

App. 211
[Signature]
Notary Public in and for El Paso
County, State of Texas

The Within Lease Is Hereby Approved

780 6225

Date: JUL 28 1965

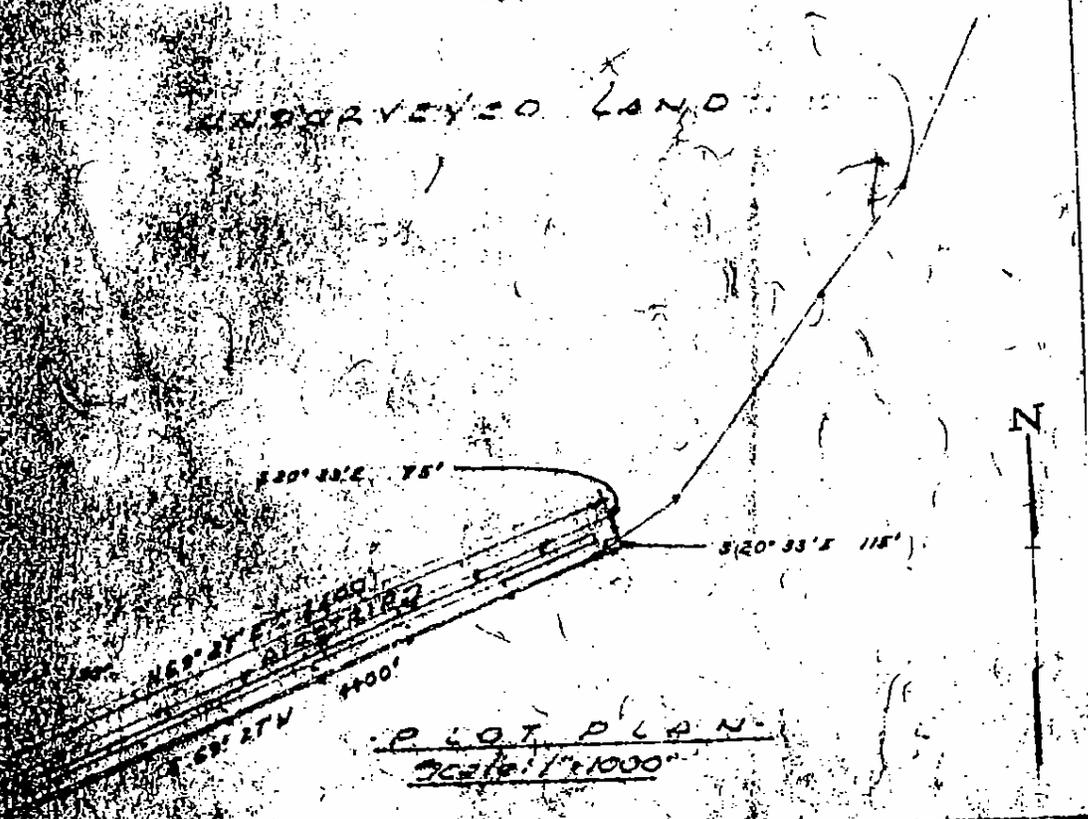


General Superintendent

NAVAJO AGENCY
WINDOW ROCK, ARIZONA

780 6225

UNDEVELOPED LAND



PLOT PLAN
Scale 1"=1000"

AMENDMENT NO. 4 TO
CONTRACT NO. 14-20-603-1513
COMPRESSOR PLANT LEASE
NAVAJO TRIBAL LANDS

780 6225

WHEREAS, a certain Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1513), Amendment No. 1 approved June 5, 1956, Amendment No. 2 approved March 26, 1959, and Amendment No. 3 approved July 28, 1965, were entered into by and between the Navajo Tribe of Indians, acting by and through the Chairman of the Navajo Tribal Council, as Lessor and El Paso Natural Gas Company, a Delaware corporation, as Lessee, under the terms of which the Lessor leased to the Lessee certain tracts of land lying and being within the Navajo Indian Reservation, County of Apache, State of Arizona, containing a total of 138.472 acres, more or less, for a term of twenty-five years, to be used by Lessee for the purpose of maintaining and operating on the leased premises a compressor station and for related uses; and

WHEREAS, El Paso Natural Gas Company, the Lessee, desires to enlarge its air strip and to do so must amend said Lease and Amendments to include additional lands adjoining that tract of land described in Amendment No. 3 and provide for payment of an additional amount of Six Hundred Seventy-Two and No/100 Dollars (\$672.00) as rental;

NOW, THEREFORE, the Navajo Tribe of Indians, acting by and through the Chairman of the Navajo Tribal Council, and El Paso Natural Gas Company, a Delaware corporation whose principal office is in El Paso, Texas, and whose post office address is Box 1492, El Paso, Texas, do hereby agree to further amend the above mentioned Compressor Plant Lease, and Amendments Numbered 1, 2, and 3, by increasing the amount of consideration for said Lease and Amendments by Six Hundred Seventy-Two and No/100 Dollars (\$672.00) to be paid in cash concurrently with the approval of this Amendment, and by deleting the entire 19.19 acre description in Amendment No. 3 and substituting therefore the following described tract of land located in Apache County, Arizona, to wit:

Beginning at a point located upon unsurveyed Indian land in Township 25 North, Range 25 East, G. & S.R.B. & M., Apache County, Arizona, which point bears North-86°01' East, a distance of 13536.5 feet from the northeast corner of Section 24, Township 25 North, Range 24 East, G. & S.R.B. & M.; thence South 20°29' East, a distance of 190 feet; thence South 69°31' West, a distance of 5500 feet; thence North 20°29' West, a distance of 190 feet; thence North 69°31' East, a distance of 5500 feet to the point of beginning, containing 23.99 acres, more or less.

Except as hereby amended, the Compressor Plant Lease dated January 17, 1956,

Amendment No. 1 approved June 5, 1956, Amendment No. 2 approved March 26, 1959, and Amendment No. 3 approved July 28, 1965, shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto.

This Amendment is executed by the Chairman of the Navajo Tribal Council pursuant to Resolution No. CS-33-54 of the Navajo Tribal Council adopted on September 9, 1954, and is executed by the duly authorized officer of El Paso Natural Gas Company.

NAVAJO TRIBE OF INDIANS
By [Signature]
Chairman

EL PASO NATURAL GAS COMPANY
By Wm. F. Howard
Wm. F. Howard
Attorney-in-Fact

STATE OF ARIZONA
COUNTY OF APACHE

APPROVED FOR EPNG
AS TO FORM [Signature]

On this 2nd day of October, 1967, before me, the undersigned Notary Public, personally appeared Raymond Nabeau, known to me and who acknowledged himself to be the Chairman of the Navajo Tribal Council, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the NAVAJO TRIBE OF INDIANS by himself as the Chairman of the Navajo Tribal Council.

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

My Commission expires:
My Commission Expires Sept. 6, 1970

[Signature]
Notary Public in and for Apache County,
State of Arizona

STATE OF TEXAS
COUNTY OF EL PASO

On this the 1st day of May, 1967, before me [Signature], the undersigned officer, personally appeared WM. F. HOWARD, who acknowledged himself to be the Attorney-in-Fact for EL PASO NATURAL GAS COMPANY, a corporation, and that he as such Attorney-in-Fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Attorney-in-Fact.

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

My Commission Expires:
June 1, 1967

[Signature]
Notary Public in and for EL PASO
County, State of TEXAS

SEE DAY
Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1967

The Within Lease Is Hereby Approved

Date: 10/27/67

~~AREA DIRECTOR~~

[Signature]
10/27/67

[Signature]
General Superintendent
AREA DIRECTOR NAVAJO AGENCY
WINDOW ROCK, ARIZONA
Navajo Area Office
Window Rock, Arizona 86

April 4, 1996

Mr. Bill Johnson
The Navajo Nation
Department of Justice
P. O. Drawer 2010
Window Rock, AZ 86515

APR 6 1996
U.S. DEPARTMENT OF JUSTICE

RE: Navajo Station Leases

Dear Mr. Johnson:

In keeping with your request and your telephone conversation with Mr. Roland Trevino this date regarding our Navajo Station, the following is furnished for your information.

On March 28, 1956, El Paso Natural Gas Company, acquired Lease No. 14-20-603-1513 from the Navajo Tribe for its Navajo Station facilities for a 25-year term. The total site was for 100 acres, consisting of three separate tracts as follows:

Tract No. 1 contained 40 acres and covered the Compressor Station site (R/W 551051).

Tract No. 2 contained 40 acres and covered the first addition to the Compressor Station site (R/W 55865).

Tract No. 3 contained 20 acres and covered the Compressor Station water well site (R/W 551052).

On June 5, 1956, Amendment No. 1 to Lease No. 14-20-603-1513 was granted by the Navajo Tribe for a disposal pond for the camp site.

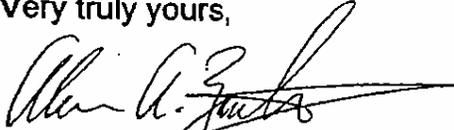
Copies of the Lease and Amendment No. 1 are enclosed for your review.

We have enclosed appropriate correspondence with the Lease and Amendment No. 1 showing that in 1981 Lease No. 14-20-603-1513 was renewed for an additional 25-year term (March 27, 2006).

Mr. Bill Johnson
RE: Navajo Station Leases
April 4, 1996
Page 2

We trust these copies will enable you to complete your files on our Navajo Station site.

Very truly yours,



Alan A. Zinter, Manager
Titles & Controls Division
Rights, Records & Land Services

:eq

Enclosures

cc (w/Enclosures):

Mr. Ram Das ✓
Minerals Department
The Navajo Nation
P. O. Box 1910
Window Rock, AZ 86515

FILED
RECORDS
OFFICE

Contract No. 14-20-603-1514

AUG 20 AM-10 11

780 6643

COMPRESSOR PLANT LEASE
Navajo Tribal Lands

DE
TITLE RECORDS
SECTION

This Indenture of Lease made and entered into in quintuplicate this 17th day of January, 1956, by and between the NAVAJO TRIBE OF INDIANS acting by and through the Chairman of the Navajo Tribal Council (hereinafter referred to as the "Lessor") and EL PASO NATURAL GAS COMPANY, a Delaware corporation whose principal office is in El Paso, Texas, and whose post office address is Post Office Box 1492, El Paso, Texas, (hereinafter referred to as the "Lessee")

W I T N E S S E T H :

1. That the Lessor, for and in consideration of the payment of Fifteen Thousand----- Dollars (\$ 15,000.00), of which Six Thousand Three Hundred----- Dollars (\$ 6,300.00) was paid by Lessee for permit to use the hereinafter described lease premises and which amount has been applied by Lessor to rentals due hereunder and the remainder of Eight Thousand Seven Hundred----- Dollars (\$ 8,700.00) has been paid in cash concurrently with approval of this lease, and in consideration of the conditions hereinafter contained and agreed to be observed by the Lessee, does hereby demise, grant and lease unto the said ~~Lessee that certain tract of land lying and being within the Navajo Indian Reservation, County of _____~~ Coconino, State of Arizona, to wit:

Plant site described as follows:

Tract No. 1: Beginning at the southwest corner of the site herein described, said point bears North 86° 32' East, distant 20713.0 feet from the southwest corner of tentative Section 7, Township 22 North, Range 12 East, G. & S. R. B. M., Coconino County, Arizona, on the lands of the Navajo Indian Reservation; thence North 1° 15' East, a distance of 1320.0 feet to the northwest corner; thence South 88° 45' East, a distance of 1320.0 feet to the northeast corner; thence South 1° 15' West, a distance of 1320.0 feet to the southeast corner; thence North 88° 45' West, a distance of 1320.0 feet to the point of beginning, containing 40.0 acres, more or less.

Tract No. 2: Beginning at the southeast corner of the site herein described, said point bears North 86° 32' East, distant 20713.0 feet from the southwest corner of tentative Section 7, Township 22 North, Range 12 East, G. & S. R. B. M., Coconino County, Arizona, on the lands of the Navajo Indian Reservation; thence North 1° 15' East, a distance of 660.0 feet to the northeast corner; thence North 88° 45' West, a distance of 1320.0 feet to the northwest corner; thence South 1° 15' West, a distance of 660.0 feet to the southwest corner; thence South 88° 45' East, a distance of 1320.0 feet to the point of beginning, containing 20.0 acres, more or less.

2. **TERM.** This lease shall be for a term beginning with the date of approval by the Secretary of the Interior or his duly authorized representative and continuing for twenty-five (25) years unless sooner terminated as hereinafter provided.

3. **PURPOSE.** This lease shall be for the purpose of maintaining and operating on the leased premises a compressor station, for employee housing, recreational and school facilities if required, and for the construction and maintenance on the leased premises of buildings, microwave stations, air strip, pipelines for transmission of water, oil and gas, pole lines for telephone, telegraph and electric power, and such other buildings or facilities as are or may be used or useful in connection with the maintenance and operation of Lessee's natural gas pipelines. Lessee shall pay any taxes levied upon the leased premises or the improvements placed thereon during the term of this lease. Lessee may contest the validity or

amount of any tax or charge and shall not be considered in default until a reasonable time after final determination of such contest by a court of final jurisdiction.

4. PRIOR USE. Lessee is now in possession of the leased premises or a portion thereof, having acquired possession and the right to use pursuant to a right of way permit approved as of January 1, 1952, issued by Lessor, and this lease is intended by the parties to replace from the effective date of this lease the right of way permit insofar only as said permit covers the premises described in this lease. Said permit shall remain in full force and effect as to all other lands, premises, easements and rights covered thereby.

5. OPTION OF RENEWAL. Lessee is hereby granted by Lessor an option to renew this lease for an additional term not exceeding twenty-five (25) years upon the same terms and conditions and upon payment of a lump sum in advance of a rental to be paid in an amount to be determined by the parties as follows: The purchasing value of the dollar at the date of renewal shall be compared with the purchasing value of the dollar at the date of execution of this lease and the rental paid for this lease, which is \$10.00 per annum per acre, shall be increased or decreased in the same proportion as the purchasing value of the dollar has increased or decreased during the intervening period as determined by the Commodity Index published by the United States Bureau of Labor Statistics. In the event the Commodity Index is no longer published by the United States Bureau of Labor Statistics, then the parties shall

agree upon another index or report which shall be used to determine the change in the purchasing value of the dollar or, in the event the parties cannot agree, then the determination of the standard to be used shall be submitted to arbitration as provided by Section 9 hereof. In the event Lessee desires to exercise this option of renewal, the Lessee shall give Lessor written notice of such renewal at least three (3) months prior to the expiration of this lease, specifying in such notice the length of the term for which such lease shall be renewed, and such renewal shall be and become effective upon the mailing of notice by Lessee by depositing same in the United States Mail, postage prepaid and addressed to Lessor at Window Rock, Arizona. Upon receipt of such notice, the parties shall meet to determine the amount of rental to be paid by Lessee for the extended term.

6. REMOVAL OF BUILDINGS, IMPROVEMENTS AND EQUIPMENT. Lessee, not being in default, shall be the owner of and have the right to remove from the leased premises within fifteen (15) months after the termination or expiration of this lease any and all buildings, structures, materials and equipment and other personal property owned by it and placed thereon in connection with Lessee's operations hereunder. Lessee hereby grants to Lessor an option to purchase, after termination of this lease, at a price to be agreed upon by the parties hereto, or at such price as may be established by arbitration, all water well pumping equipment and water pipelines located on the leased premises. Lessor's option to acquire such water well pumping equipment and pipelines must be exercised

within ninety (90) days after any termination of this lease, provided that the option shall extend for an additional ninety (90) days in the event additional time is required for arbitration. If Lessor shall elect to exercise the option, then Lessor shall give Lessee written notice of such election within ninety (90) days after termination of the lease. All buildings, material, equipment or property of Lessee remaining on the leased premises after the expiration of fifteen (15) months following the termination of this lease, either in its primary or extended term, shall become and remain the property of the Lessor.

7. ASSIGNMENT AND SUBLEASE. Lessee shall not assign this lease or any interest therein or sublet any portion thereof unless the approval of the Secretary of the Interior or his duly authorized representative and of the Advisory Committee of the Navajo Tribal Council be obtained; provided, however, that Lessee may assign this lease to a Trustee under an Indenture of Mortgage placing a lien upon Lessee's pipeline facilities without obtaining any approval from Lessor or from the Secretary of the Interior.

8. SURRENDER OF POSSESSION AND CANCELLATION. Lessee hereby further agrees that, at the termination of this lease by normal expiration or otherwise, it will peaceably and without legal process deliver up the possession of the leased premises exclusive of the improvements which remain its property unless otherwise provided, and that violation of any of the terms or conditions of this lease shall render the lease subject to cancellation by the Chairman of the Navajo Tribal Council if, after thirty (30) days written notice

specifying the particulars of the default, Lessee has not cured such default. In the event of dispute as to whether or not a default has occurred or has been cured, the controversy may be submitted to arbitration at the request of either party.

9. ARBITRATION. In the event any matter upon which the parties cannot agree shall be submitted to arbitration, within ten (10) days after the request of either party for submission to arbitration Lessee shall name one arbitrator and Lessor shall name one arbitrator and the two named shall select, within ten (10) days next ensuing, a third arbitrator. In the event the two arbitrators named by the parties cannot agree upon a third arbitrator, then the Secretary of the Interior may select the third arbitrator. The arbitrators shall permit either party to present such evidence as it may desire and shall hear and determine any matter submitted to arbitration promptly. A determination of a majority of the arbitrators shall be binding upon both parties. Any costs of arbitration shall be borne equally by the parties except that each party shall pay its own counsel fees and expenses of its own witnesses.

10. WATER. In the event Lessee shall develop a supply of water in excess of Lessee's requirements, then Lessee shall provide delivery facilities at a point selected by Lessee, and shall make such excess water available to Navajos for domestic purposes, but ~~Lessee shall not be liable to Lessor or any person for failure of~~ water supply or for Lessee's inability to deliver water. Lessee agrees that upon termination of this lease by normal expiration or otherwise, Lessee shall leave casing in any usable water wells,

but Lessee may remove pumping equipment and pipelines, subject to the provisions of Paragraph 6 above.

11. EMPLOYMENT OF NAVAJOS. Lessee shall give preference to qualified Navajo Indians for employment in the operation of the leased premises during the term of this lease and in construction of any additional facilities thereon.

12. USE OF INTOXICATING LIQUORS, NUISANCES. The Lessee further agrees that it will not use or permit to be used any part of said premises for any unlawful conduct or purpose whatsoever; that it will not use or permit to be used any part of said premises for the manufacture, sale, gift, transportation, drinking or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this clause by the Lessee or with its knowledge shall render this lease voidable at the option of the General Superintendent of the Navajo Indian Agency.

13. FORCE MAJEURE. Notwithstanding any other provision herein contained, Lessee shall be excused and relieved from the performance of any and all covenants in this lease contained and shall not be held responsible for delays or defaults in the performance of said covenants due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of Government, war, floods, fires, storms, epidemics, quarantine, restrictions, strikes, partial or total interruption of transportation, freight embargoes and failure, exhaustion or unavailability, or delays in delivery, of any materials, supplies, machinery or equipment.