

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. H. Dean
Vice President

ATTEST:

A. C. Marten
Assistant Secretary

BRH

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

Lawrence P. Hunter
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
Acting General Superintendent
(19 F.R. 8675)

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
were on the 27th day
of February, 1961, a Attorney-in-Fact
the duly elected, qualified, and acting president, and secretary,
respectively, of for El Paso Natural Gas Company

a corporation organized under the laws of Delaware on which day he
executed an Amendment to Compressor Plant Lease for and in behalf of said cor-
poration, covering certain ** Tribal lands on the Navajo Indian
Reservation, in the State of Arizona; that he was fully empowered to execute said
instrument and all papers in connection therewith, and that his action in executing the same binds the
said corporation to full performance of all obligations thereunder.

A. C. March

[CORPORATE SEAL]

ASST. SEC. AND ASST. TREAS.

(Title)

This 23 day of March, 1961

Subscribed and sworn to before me this 23 day of March, 1961

(Signed)

M. B. Ivey

M. B. IVEY

[SEAL]

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

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

App. 228

R/W 60941

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 J. F. Eichelmann and
A. C. Marton were on the 23rd day
of August, 1957, the duly elected, qualified, and acting vice president, and asst. secretary,
respectively, of El Paso Natural Gas Company

a corporation organized under the laws of Delaware on which day they
executed * an Amendment to a Business Lease for and in behalf of said cor-
poration, covering certain ** tribal lands on the Navajo Indian
Reservation, in the State of Arizona; that they were fully empowered to execute said
instrument and all papers in connection therewith, and that their action in executing the same binds the
said corporation to full performance of all obligations thereunder.

Virgil Pittman
Virgil Pittman
Secretary-Treasurer
(Title)

[CORPORATE SEAL]

This 23rd day of August, 1957

Subscribed and sworn to before me this 23rd day of August, 1957

(Signed)

M. B. Ivey
M. B. Ivey
Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1959
Notary Public in and for El Paso County, Texas

[SEAL]

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE 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 H. F. Steen and
A. C. Martch were on the 17th day of
January, 19 56 the duly elected, qualified and acting ^{vice} president and
assistant secretary, respectively, of El Paso Natural Gas Company, a
corporation organized under the laws of Delaware, on which day
they executed Compressor Plant Lease ~~mining lease~~ for and in behalf of said corporation as lessee,
covering certain lands of Navajo Indian of Navajo tribe; that
they were fully empowered to execute said lease and all papers in connection therewith, and
that their action in executing the same binds the said corporation to full performance of all
obligations thereunder.

(Signed) [Signature]
Assistant Secretary and
Assistant Treasurer
(Title.)

This 20th day of January, 19 56

[CORPORATE SEAL.]

Subscribed and sworn to before me this 20th day of January, 19 56

(Signed) [Signature]
Notary Public

[SEAL.]

King
Quarta
Appd. Sol. Off.

AMENDMENT NO. 1 to
CONTRACT NO. 14-20-603-1514
NAVAGO TRIBAL LANDS
Navajo Tribal Lands

WHEREAS, a certain Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1514) 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 two certain tracts of land lying and being within the Navajo Indian Reservation, County of Coconino, State of Arizona, containing a total of 60 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 road facilities for ingress and egress 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 14, El Paso, Texas, do hereby agree to amend the aforesaid 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 Coconino County, Arizona, to wit:

Beginning at the northwest corner of the site herein described, said point bears North 85° 32' East, distant 20,713.0 feet from the southwest corner of tentative Section 7, Township 22 North, Range 12 East, G. & S. R. M., Coconino County, Arizona, on the land of the Navajo Indian Reservation; thence South 1° 15' West, a distance of 300 feet to the southwest corner; thence South 88° 45' East, a distance of 1320.0 feet to the southeast corner; thence North 1° 15' East a distance of 300.0 feet to the northeast corner; thence North 88° 45' West a distance of 1320.0 feet to the point of beginning, containing 9.091 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:

Maurice McLatz
Secretary-Treasurer

NAVAJO TRIBE OF INDIANS

BY Paul Jones
Chairman

EL PASO NATURAL GAS COMPANY

BY A. H. Davis
Vice President

ATTEST:

A. W. Hartch
Assistant Secretary

STATE OF ARIZONA }
COUNTY OF APACHE }

Before me, a Notary Public in and for the County of Apache, State of Arizona, on the 4th day of June, 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 4, 1956

My Commission expires:

April 17, 1952

Lawrence V. Hurta
Notary Public

STATE OF TEXAS }
COUNTY OF EL PASO }

This instrument was acknowledged before me this 12th day of April, 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 Amendment is hereby approved

Date:

6-5-56

Window Rock, Arizona

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

pproved

s To Form
d Execution

Hessi
ld Solicitor

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 H. F. Steen and
A. C. Martch were on the 10th day
of April, 1956, the duly elected, qualified, and acting/president, and/secretary,
respectively, of EL PASO NATURAL GAS COMPANY

a corporation organized under the laws of Delaware on which day they
executed Amendment No. 1 to Compressor Plant Lease
~~XXXXXX~~ for and in behalf of said cor-
poration, covering certain ** tribal lands on the Navajo
Reservation, in the State of Arizona; that they were fully empowered to execute said
instrument and all papers in connection therewith, and that their action in executing the same binds the
said corporation to full performance of all obligations thereunder.

[CORPORATE SEAL]

[Signature]
**Assistant Secretary and Assistant
Treasurer**
(Title)

This 16th day of April, 1956

Subscribed and sworn to before me this 16th day of April, 1956

[SEAL]

(Signed) [Signature]
MARTHA B. IVEY,
Notary Public, in and for El Paso County, Texas
(Title)
My commission expires June 1, 1957

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

AMENDMENT NO. 2 to
CONTRACT NO. 14-20-603-1514
COMPRESSOR PLANT LEASE
Navajo Tribal Lands

W. C. Spaulding
W. C. Spaulding
W. C. Spaulding
W. C. Spaulding
Appd. Sol. Off.

WHEREAS, a certain Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1514) and Amendment No. 1 approved June 5, 1956 were 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 Coconino, State of Arizona, containing a total of 69.091 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 Five Hundred Fifty Dollars (\$2,550.00) 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 of Two Thousand Five Hundred Fifty Dollars (\$2,550.00) 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 Coconino County, Arizona, to wit:

Beginning at the northwest corner of the Site herein described, which point bears South 89° 13' East, distant 21132.4 feet from the southwest corner of tentative Section 7, Township 22 North, Range 12 East, G. & S.R.M., Coconino County, Arizona, on the land of the Navajo Indian Reservation; thence South 1° 06' West, a distance of 141.4 feet; thence South 46° 06' West, a distance of 4350.0 feet; thence North 43° 54' West, a distance of 100.0 feet; thence North 46° 06' East, a distance of 4450.0 feet to the point of beginning, containing 10.101 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. C5-33-54 of the Navajo Tribal Council adopted on Sept. 9, 1954, and is executed by the duly authorized officers of El Paso Natural Gas Company.

ATTEST:

Maurice Melator
~~EXECUTIVE-Secretary-Treasurer~~

ATTEST:

A.C. Martch
Assistant Secretary

NAVAJO TRIBE OF INDIANS

By Scott Dorester
ACTING Chairman

EL PASO NATURAL GAS COMPANY

By Richardman
Vice President

El Paso Natural Gas Company

El Paso, Texas

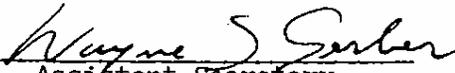
I, the undersigned, WAYNE S. GERBER, Assistant Secretary of EL PASO NATURAL GAS COMPANY, a Delaware corporation (hereinafter called the Company), do hereby certify that at a special meeting of the Board of Directors of the Company duly convened and held on August 15, 1950, at which a quorum of said Board was present and acting throughout, the following resolution was duly adopted:

"RESOLVED that the officers of this Company be and they hereby are, and each of them hereby is, authorized to prepare and file or cause to be prepared and filed, in the name and on behalf of this Company, with the Department of the Interior of the United States of America or with any bureau or department thereof as may be proper and/or with any other appropriate agency of the Government of the United States or of any State thereof, any and all applications for the grant to this Company of rights of way and/or other rights, privileges, licenses, permits or authorizations for the laying, construction, operation and maintenance, on, over or across public lands of the United States of America or of any State thereof or Indian lands (including lands in any Indian reservation and lands held by individual Indians under allotment) and lands in any forest reserve or in any national park or monument or otherwise affected by a public interest, of any pipe lines and/or appurtenant equipment or structures now owned or hereafter acquired or constructed or to be acquired or constructed by or for the account of this Company, together with any and all pipe line maps and schedules, statements, stipulations, agreements or other data or documents deemed necessary or desirable and proper in connection with or in support of any such application, and to make all such payments and take all such other and further action as may be required under applicable Governmental regulations or as may be otherwise deemed necessary or advisable in effectuating the acquisition by this Company of any such right of way or other right, privilege, license, permit or authorization."

I hereby further certify that the foregoing resolution has not been modified, revoked or rescinded and is in full force and effect.

I hereby further certify that John F. Eichelmann was on January 9, 1956 duly elected Vice President and Executive Engineer of this Company and that he has continued to hold such office from that date to and including the present and as such officer is authorized to prepare and file in the name and on behalf of this Company any and all such applications, maps, schedules, statements, stipulations, agreements or other data or documents as provided for in the foregoing resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of EL PASO NATURAL GAS COMPANY this 20th day of June, 1957.


Assistant Secretary

RESOLUTION OF THE
 ADVISORY COMMITTEE OF THE
 NAVAJO TRIBAL COUNCIL

Amendment No. 2 to Contract No. 14-20-603-1514
Compressor Plant Lease Navajo Tribal Lands

WHEREAS:

1. A certain Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1514) and Amendment No. 1 approved June 5, 1956 were 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 Coconino, State of Arizona, containing a total of 69.091 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

2. 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 Five Hundred Fifty Dollars (\$2,550.00) as rental.

NOW THEREFORE BE IT RESOLVED THAT:

1. 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 of Two Thousand Five Hundred Fifty Dollars (\$2,550.00) 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 Coconino County, Arizona,
to wit:

Beginning at the northwest corner of the site herein described, which point bears South $89^{\circ} 13'$ East, distant 21132.4 feet from the southwest corner of tentative Section 7, Township 22 North, Range 12 East, G. & S. R. M., Coconino County, Arizona, on the land of the Navajo Indian Reservation; then South $1^{\circ} 06'$ West, a distance of 141.4 feet, thence South $46^{\circ} 06'$ West, a distance of 4350.0 feet; thence North $43^{\circ} 54'$ West, a distance of 100.0 feet; thence North $46^{\circ} 06'$ East, a distance of 4450.0 feet to the point of beginning, containing 10.101 acres more or less.

2. Except as hereby amended, the Compressor Plan 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.

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 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 7 in favor and 0 opposed this 9th day of October, 1957.

Scott Preston
Vice-Chairman
Navajo Tribal Council

STATE OF ARIZONA

COUNTY OF Apache } SS
~~COCHISE~~

On this 10th day of October, 1957, before me, the undersigned Notary Public, personally appeared Scott Preston, known to me and who acknowledged himself to be the Chairman of the Navajo Tribal Council and J. Maurice McElake, 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.

C. Lawrence Huerta
Notary Public

My Commission expires:

My Commission expires April 1, 1961

STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME, a Notary Public in and for the State and County aforesaid, on this day personally appeared J. F. EICHELMAN, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President of El Paso Natural Gas Company, a corporation, and acknowledged to me that as such Vice President he executed said instrument for the purposes and considerations therein expressed, and as the act and deed of said corporation.

Given under my hand and seal of office this 12 day of June, 1957.

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

My Commission expires:

M. B. INEZ
Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1959

amendment

The within ~~lease~~ is hereby approved.

Date:

JUN 12 1957

Approved
As To Form
and Execution
M. B. Inez
Notary Public

A. B. Clau
AREA DIRECTOR

AMENDMENT NO. 3 to
CONTRACT NO. 14-20-603-1514
COMPRESSOR PLANT LEASE
Navajo Tribal Lands

File Copy
Signature
William
Winters
Appd. Sec. Oil
W. Com. Co.

WHEREAS, a certain Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1514) and Amendment No. 1 approved June 5, 1956 were 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 Coconino, State of Arizona, containing a total of 69.091 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 incident to operating Lessee's natural gas pipe line; and

WHEREAS, Amendment No. 2 was submitted to the Navajo Tribe of Indians June 19, 1957 and is awaiting approval under the terms of which Amendment No. 2 the Lessee desires to amend said Lease Agreement to include an additional 10.101 acre tract to be used for an air strip; and

WHEREAS, El Paso Natural Gas Company, the Lessee, desires to amend further said Lease Agreement to include the tract of land hereinafter described to be used for an addition to said compressor station and the purposes specified in said Lease Agreement and to provide for payment of an additional amount of Three Thousand Five Hundred Sixty Dollars (\$3,560.00) as rental for the remaining primary term;

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, do hereby further amend said Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1514), as heretofore amended, to provide that the rental payable by Lessee for the remainder of the primary term shall be increased by the sum of Three Thousand Five Hundred Sixty (\$3,560.00) to be paid in cash upon approval hereof and by adding to the plant site as an addition to the leased premises the following described tract of land located in Coconino County, Arizona:

Beginning at the northwest corner of the site herein described, which point bears North 86°32' East distant 20713.0 feet and South 1°15' West distant 300.0 feet from the southwest corner of tentative Section 7, Township 22 North, Range 12 East, Coconino County, Arizona, in unsurveyed land of the Navajo Indian Reservation; thence South 88°45' East a distance of 1320.0 feet; thence South 1°15' West a distance of 500.0 feet; thence North 88°45' West a distance of 1320.0 feet; thence North 1°15' East a distance of 500.0 feet to the point of beginning, containing 15.152 acres, more or less.

Amended Contract No. 14-20-603-1514 dated January 17, 1956, as hereby amended shall remain 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:

O. Maurice McCabe
EXECUTIVE SECRETARY
~~SECRETARY-TREASURER~~

NAVAJO TRIBE OF INDIANS

By *Scott Preston*
ACTING CHAIRMAN
NAVAJO TRIBAL COUNCIL

Attest:

A. Mantel
Assistant Secretary

EL PASO NATURAL GAS COMPANY

By *J. Richman*
VICE PRES.

STATE OF ARIZONA)
COUNTY OF Apache) SS.:

On this 10th day of October, 1957, before me, the undersigned Notary Public, personally appeared *Scott Preston* known to me and who acknowledged himself to be the Chairman of the Navajo Tribal Council and *O. Maurice McCabe* ^{acting} 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 herewith set my hand and official seal.

My Commission expires:

L. Lawrence Scurta
Notary Public

My Commission expires April 1, 1961

STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME, a Notary Public in and for the State and County afore-
said, on this day personally appeared J. J. GIBBONS,
known to me to be the person whose name is subscribed to the foregoing
instrument and known to me to be the Vice President of El Paso Natural
Gas Company, a corporation, and acknowledged to me that as such Vice
President he executed said instrument for the purposes and considerations
therein expressed, and as the act and deed of said corporation.

Given under my hand and seal of office this 23 day of
August, 1957.

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

Amendment

The within ~~instrument~~ is hereby approved.

Date:

JAN 1 1958

Window Rock, Arizona

A. B. Gray
~~General Superintendent~~
Area Director

Approved
As To Form
and Execution
[Signature]
Field Solicitor

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 J. F. Eichelmann and
A. C. Martch were on the 23rd day
of August, 1957, the duly elected, qualified, and acting vice president, and asst. secretary,
respectively, of El Paso Natural Gas Company

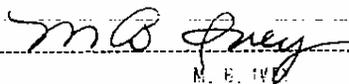
a corporation organized under the laws of Delaware on which day they
executed an Amendment to a Business Lease for and in behalf of said cor-
poration, covering certain ** tribal lands on the Navajo Indian
Reservation, in the State of Arizona; that they were fully empowered to execute said
instrument and all papers in connection therewith, and that their action in executing the same binds the
said corporation to full performance of all obligations thereunder.


Virgil Pittmann
Secretary-Treasurer
(Title)

[CORPORATE SEAL]

This 23rd day of August, 1957

Subscribed and sworn to before me this 23rd day of August, 1957

(Signed) 
M. E. IV

[SEAL]

Notary Public in and for El Paso County, Texas
My Commission Expires April 1, 1958
Notary Public in and for El Paso County, Texas

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

RESOLUTION OF THE
ADVISORY COMMITTEE OF THE
NAVAJO TRIBAL COUNCIL

Amendment No. 3 to Contract No. 14-20-603-1514
Compressor Plant Lease Navajo Tribal Lands

WHEREAS:

1. A certain Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1514) and Amendment No. 1 approved June 5, 1956 were 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 Coconino, State of Arizona, containing a total of 69.091 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 incident to operating Lessee's natural gas pipe line; and

2. Amendment No. 2 was submitted to the Navajo Tribe of Indians June 19, 1957 and is awaiting approval under the terms of which Amendment No. 2 the Lessee desires to amend said Lease Agreement to include an additional 10.101 acre tract to be used for an air strip; and

3. El Paso Natural Gas Company, the Lessee, desires to amend further said Lease Agreement to include the tract of land hereinafter described to be used for an addition to said compressor station and the purposes specified in said lease Agreement and to provide for payment of an additional amount of Three Thousand Five Hundred Sixty Dollars (\$3,560.00) as rental for the remaining primary term.

NOW THEREFORE BE IT RESOLVED THAT:

1. 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, do hereby further

amend said Lease Agreement dated January 17, 1956, (Contract No. 14-20-603-1514), as heretofore amended, to provide that the rental payable by Lessee for the remainder of the primary term shall be increased by the sum of Three Thousand Five Hundred Sixty (\$3,560.00) to be paid in cash upon approval hereof and by adding to the plant site as an addition to the leased premises the following described tract of land located in Coconino County, Arizona:

Beginning at the northwest corner of the site herein described, which point bears North $86^{\circ} 32'$ East distant 20713.0 feet and South $1^{\circ} 15'$ West distant 300.0 feet from the southwest corner of tentative Section 7, Township 22 North, Range 12 East, Coconino County, Arizona, in unsurveyed land of the Navajo Indian Reservation; thence South $88^{\circ} 45'$ East a distance of 1320.0 feet; thence South $1^{\circ} 15'$ West a distance of 500.0 feet; thence North $88^{\circ} 45'$ West a distance of 1320.0 feet; thence North $1^{\circ} 15'$ East a distance of 500.0 feet to the point of beginning, containing 15.152 acres, more or less.

2. Amended Contract No. 14-20-603-1514 dated January 17, 1956, as hereby amended shall remain in full force and effect and is hereby ratified and confirmed by the parties.

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 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 7 in favor and 0 opposed this 9th day of October, 1957.

Scott Preston
Scott Preston
 Vice-Chairman
 Navajo Tribal Council

AMENDMENT NO. 4 to
CONTRACT NO. 14-20-603-1514
COMPRESSOR PLANT LEASE
Navajo Tribal Lands



FILE COPY
SURNAME

<i>Jana</i>
<i>San Juan</i>

WHEREAS, a certain Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1514), Amendment No. 1 approved June 5, 1956, Amendment No. 2 approved January 21, 1958 and Amendment No. 3 approved January 21, 1958 were 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 five certain tracts of land lying and being within the Navajo Indian Reservation, County of Coconino, State of Arizona, containing a total of 94.344 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 incident to operating Lessee's natural gas pipe line; and

WHEREAS, El Paso Natural Gas Company, the Lessee, desires to amend further said Lease Agreement to include the tract of land hereinafter described to be used for an addition to said compressor station and the purposes specified in said Lease Agreement and to provide for payment of an additional amount of Five Thousand One Hundred Ten and 14/100 Dollars (\$5,110.14) as rental for the remaining primary term;

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, do hereby further amend said Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1514), as heretofore amended, to provide that the rental payable by Lessee for the remainder of the primary term shall be increased by the sum of Five Thousand One Hundred Ten and 14/100 Dollars (\$5,110.14), to be paid in cash upon approval hereof and by adding to the plant site as an addition to the leased premises the following described tract of land located in Coconino County, Arizona:

Beginning at the southwest corner of tentative Section 7, Township 22 North, Range 12 East, Coconino County, Arizona, in unsurveyed land of the Navajo Indian Reservation; thence North 86° 32' East a distance of 20713.0 feet; thence South 88° 45' East a distance of 1320.0 feet to the true point of beginning, said point being on the west line of the site herein described; thence North 1° 15' East a distance of 1320.0 feet; thence South 88° 45' East a distance of 500.0 feet; thence South 1° 15' West a distance of 2120.0 feet; thence North 88° 45' West a distance of 500.0 feet; thence North 1° 15' East a distance of 800.0 feet to the point of beginning, containing 24.334 acres, more or less.

Amended Contract No. 14-20-603-1514 dated January 17, 1956, as hereby amended shall remain 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. ACD-230-60 of the Navajo Tribal Council adopted on 12 December _____, 1960, and is executed by Wm. F. Howard as Attorney in Fact for El Paso Natural Gas Company.

Attest:

Executive Secretary

NAVAJO TRIBE OF INDIANS

By Paul Jones
Chairman, Navajo Tribal Council

EL PASO NATURAL GAS COMPANY

By Wm. F. Howard
Wm. F. Howard, Attorney in Fact

STATE OF ARIZONA

COUNTY OF APACHE

On this the 7 day of March, 1961, before me, Grace Earlin, the undersigned officer, personally appeared Paul Jones, who acknowledged himself to be the Chairman of the Navajo Tribe of Indians, and that he, as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the tribe by himself as Chairman.

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

My commission expires:
December 29, 1962

Grace Earlin
Notary Public in and for Apache
County, State of Arizona

STATE OF TEXAS

COUNTY OF EL PASO

On this the 27th day of February, 1961, before me, Ellen Manasco, the undersigned officer, personally appeared WM. F. HOWARD, known to me to be the person whose name is subscribed as Attorney in Fact for EL PASO NATURAL GAS COMPANY and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

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

My commission expires:
June 1, 1961

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

The within Amendment is hereby approved.

JUN 14 1961

James F. Canan
Area Director

6/14/61
Date

BOOKING ASSISTANT

R/W 60941

AMENDMENT NO. 5 TO
 CONTRACT NO. 14-20-603-1514
 COMPRESSOR PLANT LEASE
 Navajo Tribal Lands

WHEREAS, a certain Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1514), Amendment No. 1 approved June 5, 1956, Amendment No. 2 approved January 21, 1958 and Amendment No. 3 approved January 21, 1958 and Amendment No. 4 approved December 12, 1960 were 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 six certain tracts of land lying and being within the Navajo Indian Reservation, County of Coconino, State of Arizona, containing a total of 118.678 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 incident to operating Lessee's natural gas pipe line; and

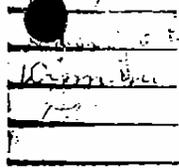
WHEREAS, El Paso Natural Gas Company, the Lessee, desires to amend further said Lease Agreement to include the tract of land hereinafter described to be used for an addition to said compressor station and the purposes specified in said Lease Agreement and to provide for payment of an additional amount of Two Thousand Eight Hundred Forty-One and 80/100 Dollars (\$2,841.80) as rental for the remaining primary term;

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, do hereby further amend said Lease Agreement dated January 17, 1956 (Contract No. 14-20-603-1514), as heretofore amended, to provide that the rental payable by Lessee for the remainder of the primary term shall be increased by the sum of Two Thousand Eight Hundred Forty-One and 80/100 Dollars (\$2,841.80), to be paid in cash upon approval hereof and by adding to the plant site as an addition to the leased premises the following described tract of land located in Coconino County, Arizona:

Beginning at the southwest corner of tentative Section 7, Township 22 North, Range 12 East, Coconino County, Arizona, in unsurveyed land of the Navajo Indian Reservation; thence North 76°53' East a distance of 23,048.0 feet to the true

STATE OF TEXAS)
COUNTY OF EL PASO)

SUB-LEASE



WHEREAS El Paso Natural Gas Company, a Delaware corporation whose principal office is in El Paso, Texas, and whose mailing address is Post Office Box 1492, El Paso, Texas (hereinafter referred to as "El Paso"), has entered into certain leases (Contract No. 14-20-503-1514, and Amendments Nos. 1, 2 and 3 thereto) with the Navajo Tribe of Indians acting by and through the Chairman of the Navajo Tribal Council covering certain lands in Coconino County, Arizona upon which is located the Company's Leupp Compressor Station; and

WHEREAS, Arizona Public Service Company, an Arizona corporation whose principal office is in Phoenix, Arizona, and whose mailing address is Post Office Box 2591, Phoenix, Arizona, (hereinafter referred to as "Arizona"), is desirous of obtaining a power line right of way and a switching station site on a portion of the land covered by said leases;

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by Arizona to El Paso and for the further consideration of the covenants and agreements hereinafter contained, and subject to the approval of the authorities hereinafter mentioned, El Paso does hereby sub-lease unto Arizona the following described tracts located on a portion of the land covered by the above described lease and amendments and shown on the plat which is attached hereto as Exhibit "A" and made a part hereof for all purposes:

- Tract 1: The area shaded on said Exhibit and marked "Ariz. Public Service Co. Easement";
- Tract 2: The area inscribed with diagonal lines on said Exhibit and marked "R. O. W. for C. H. Power Lines & Necessary Poles & Guy Wires";
- Tract 3: The area which is cross-hatched on said Exhibit

and marked "Co-use of Surface Land for
Sub-station & Switch-Gear Installation".

It is understood between the parties hereto that the names given the three above described tracts are simply for identification purposes and do not indicate the character of this grant; this grant being a sub-lease as is hereinabove mentioned. As to tracts 1 and 2 above, this sub-lease is for the sole and only purpose of erecting overhead power lines with the necessary poles, guy wires, and anchors. Due to numerous roads and passageways in the area, the overhead power lines on said tracts 1 and 2 shall be maintained at the clearance provided for in the existing statutes, rules, and regulations of the State of Arizona or other governmental agency having jurisdiction in the premises and El Paso expressly reserves the right to use such roads and passageways. Tract 3 above shall be used jointly by El Paso and Arizona for the construction, operation and maintenance of electrical installations such as sub-stations, switch-gears, and lines.

Arizona hereby agrees to hold El Paso harmless from any loss, cost, damage or expense, including attorney's fees, resulting from the use of the above described tracts by Arizona or from the negligence of Arizona, its agents and employees except for any such loss, cost, damage or expense caused by the negligence of El Paso, its agents or employees for which El Paso agrees to hold Arizona harmless.

The term of this sub-lease shall commence upon the date this sub-lease is approved by the Secretary of the Interior or his designated representative and this sub-lease shall continue in force so long as El Paso requires electric power service to said Compressor Station, not exceeding the term of the primary lease and extensions thereof.

The primary lease, as amended is made a part hereof for all purposes and Arizona hereby accepts all the applicable terms and provisions of said lease and agrees to abide by the

provisions applicable to the sub-leased tracts.

Arizona agrees to pay El Paso as rental for the property sub-leased herein the sum of Ten Dollars (\$10.00) per year, payable on or before the first day of September each year, the first of said payments being due and payable on the first day of September, 1958. El Paso agrees to pay to the Navajo Tribe of Indians all rental payments due said Tribe under the primary lease.

IN TESTIMONY WHEREOF, witness our hands on this the

26 day of August, 1958.

"El Paso"

EL PASO NATURAL GAS COMPANY

ATTEST:

W. Martel
Assistant Secretary

By H. E. [Signature]
Vice President

APPROVED FOR EPNG
BY THE BOARD
AS TO 11.1.58 [Signature]

"Arizona"

ARIZONA PUBLIC SERVICE COMPANY

ATTEST:

E. O. Leary
Assistant Secretary

By F. A. Phillips
Vice President

The within Sub-lease is hereby approved:

Paul Jones
Chairman of the Navajo Tribal Council

*10/20/58
2-1
4-8*

The within Sub-lease is hereby approved:

Dated: DEC 1958

D. B. Wall _____
(Title)

STATE OF ARIZONA

COUNTY OF MARICOPA

On this the 9th day of September, 1958, before me, Harry R. Sogan, the undersigned officer, personally appeared T. A. Phillips, who acknowledged himself to be the Vice President of Arizona Public Service 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.

Harry R. Sogan
Notary's Signature

Harry R. Sogan
Notary's Name Typed or Printed

My Commission Expires:

April 11, 1960

Notary Public in and for the County and State aforesaid.

STATE OF TEXAS

COUNTY OF EL PASO

On this the 26 day of August, 1958,
before me, M. B. Ivey, the undersigned officer,
personally appeared H. F. STEEN, who acknowledged himself
to be the Vice President of El Paso Natural Gas Company, a corpora-
tion, 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's Signature

M. B. IVEY
Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1960

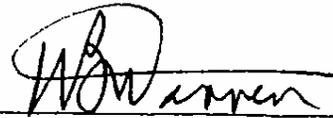
Notary's Name Typed or Printed

Notary Public in and for the
County and State aforesaid.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

EVIDENCE OF AUTHORITY OF OFFICERS TO EXECUTE PAPERS

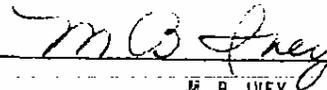
I solemnly swear that H. F. Steen and A. C. Martch were on the 26 day of August, 1958, the duly elected, qualified, and acting vice president, and assistant secretary, respectively, of El Paso Natural Gas Company, a corporation organized under the laws of Delaware on which day they executed Sub-lease to Arizona Public Service Company for and in behalf of said corporation, covering certain tribal lands on the Navajo Reservation, in the State of Arizona; that they were fully empowered to execute said instrument and all papers in connection therewith, and that their action in executing the same binds the said corporation to full performance of all obligations thereunder.



Asst. Secretary & Asst. Treasurer

This 26 day of August, 1958.

Subscribed and sworn to before me this 26 day of August, 1958.



M. B. IVEY

Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

EVIDENCE OF AUTHORITY OF OFFICERS TO EXECUTE PAPERS

I solemnly swear that T. A. Phillips and E. A. O'Leary
were on the 26th day of August, 1958, the duly elected,
qualified, and acting Vice President, and Assistant Secretary,
respectively, of Arizona Public Service Company, a corporation organized
under the laws of Arizona as of which date they executed Sub-lease from
El Paso Natural Gas Company for and in behalf of said corporation, covering
certain tribal lands on the Navajo Reservation, in the State of Arizona;
that they were fully empowered to execute said instrument and all papers in
connection therewith, and that their action in executing the same binds the
said corporation to full performance of all obligations thereunder.


Secretary

This 9th day of September, 1958.

Subscribed and sworn to before me this 9th day of September,
1958.


Notary Public

My Commission Expires October 24, 1961



El Paso NATURAL GAS
COMPANY

P. O. BOX 1492
EL PASO, TEXAS 79976
PHONE: 915-543-2600

May 4, 1981

Chairman, Navajo Tribal Council
The Navajo Nation
P. O. Box 709
Window Rock, Arizona 86515

Re: R/W 551055, et al
Leupp Station
Contract No. 14-20-603-1514

APPRO	<i>[Signature]</i>
AGMT	
RENEWAL	
ORR	
DATE	
R/W	
MR. SEC.	
FILE	

Gentlemen:

Attached hereto find our check No. 070411 in the amount of \$87,946.56. This check represents payment for renewal of Lease No. 14-20-603-1514. This Lease was, under the terms of paragraph 5 thereof, automatically renewed for a term of twenty-five (25) years effective upon our notice of renewal of December 9, 1980.

The payment hereto attached was computed by taking the original sum provided for in the Lease and applying the Commodity (Consumer Price) Index as provided for in paragraph 5 of the Lease. This payment is based upon the Index through January, 1981, so the attached check reflects the original sum indexed through that date. Therefore, an additional adjustment will have to be made and a small additional payment to you will probably be required when the Index is published that covers the month of March, 1981.

We attempted to deliver this check in person on March 27, 1981, but Chairman MacDonald would not accept the check at that time, since we had several right of way matters pending and Chairman MacDonald wanted to finalize those matters before considering other business.

RECEIVED

MAY 11 1981

AREA OFFICE
REAL PROPERTY MGR

Chairman, Navajo Tribal Council
Page 2
May 4, 1981

If you wish to discuss the amount of our payment or the method in which it was calculated, we shall be happy to meet with you at any time at your convenience.

Very truly yours,

C.S.

C. S. Laman

C. S. Laman
Manager
Special Affairs Division
Right of Way Department

CSL/ko

cc: BIA Realty Officer ✓
Bureau of Indian Affairs
Navajo Area Office
Window Rock, Arizona 86515

George Vlassis
Vlassis & Ruzow
1545 West Thomas Road
Phoenix, Arizona 85015

El Paso NATURAL GAS
COMPANY

P. O. BOX 1492
EL PASO, TEXAS 79978
PHONE: 915-543-2600

December 9, 1980

Chairman, Navajo Tribal Council
The Navajo Nation
Window Rock, Arizona 86515

Re: R/W 551055, et al
Leupp Station
Contract No. 14-20-603-1514

Gentlemen:

The captioned lease and amendments thereto is due to expire March 28, 1981.

Pursuant to Paragraph 5, Option of Renewal, this is to advise that we wish to exercise the option to renew this lease for an additional term of twenty-five (25) years.

All other terms and conditions will remain the same.

Please advise as to when and where it will be convenient for you to meet with us in order to complete this matter.

Very truly yours,

Roland G. Tayler

Roland G. Tayler
Director
Right of Way Department

JGD/ko

✓cc: BIA Realty Officer

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DEC 12 1980

AREA BRANCH OF

App. 265 **W&A PROPERTY AGMT.**

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Contract No. 14-20-603-3206

58 NOV 14 PM 4:04

LAND TITLES & RECORDS
BUR INDIAN AFFERS
ALBUQ N MEX

COMPRESSOR PLANT LEASE
Navajo Tribal Lands

File Copy

Surname

Francis Long

Crosse

Appd. Sol. DE

K. Horn

7-10-5

This Indenture of Lease made and entered into in quintuplicate this 13th day of June, 1957, 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 THOUSAND FOUR HUNDRED ELEVEN and 25/100 DOLLARS (\$20,411.25), paid by Lessee, being full advance payment for the twenty-five (25) year term of this lease, 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:

W $\frac{1}{2}$ NE $\frac{1}{4}$, Section 34, Township 26 North, Range 30 East, G. & S. R. M., containing 81.645 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,

68-000-061

pipe lines 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 pipe lines. 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. RENTAL ADJUSTMENT. Notwithstanding the advance payment of all rentals for the term, it is agreed that representatives of Lessor and Lessee shall meet at five (5) year intervals during the sixty (60) day period preceding the anniversary of the effective lease date to determine whether or not the rental payments for the next five (5) years shall be adjusted by reason of change in the fair rental value of the leased premises. The purchase value of the dollar as determined by the Commodity Index published by the United States Bureau of Labor Statistics shall be compared with the same index at the date of the last determination. If the change is less than ten per cent (10%), then no change in rental shall be made. If the change is ten per cent (10%) or greater, then the rental for the next five (5) year period shall be adjusted by increasing or decreasing the basic rental (which for the first five year term is \$10.00 per acre per annum) by the percentage of increase or decrease in the Commodity Index. If the rental be increased, then an additional cash payment shall be made by Lessee to Lessor and if the rental be decreased, Lessor shall refund to Lessee the amount of the decrease.)

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 rental in a lump sum in advance 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.

62-800-021

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 pipe lines located on the leased premises. Lessor's option to acquire such water well pumping equipment and pipe lines 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 pipe line 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

42-000-061

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 pipe lines, 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 terms of this lease and in construction of any additional facilities thereon.

12. SPECIAL MANDATORY PROVISIONS.

(a) Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land during the term of this lease; however, such termination shall not serve to abrogate this lease. In the event of such termination, all powers, duties, or other functions of the Secretary of the Interior or his authorized representative shall terminate, and the responsibility for enforcing compliance with the covenants of this lease shall be assumed by the lessor, his heirs, devisees, executors, administrators, or assigns.

(b) In the event of termination of Federal supervision, the Lessor and Lessee, or their successors in interest, shall have a period of 30 days from the anniversary date provided for in the lease for adjustment of the rental within which to agree upon the rental adjustment or to agree upon a commercial appraiser to determine the fair annual rental value. If no agreement can be reached at the end of 30 days, the

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, Navajo Tribal Council

EL PASO NATURAL GAS COMPANY

By [Signature]
Vice President BIRN

Attest:

[Signature]
Assistant Secretary



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LAND TITLES & RECORDS
BUR INDIAN AFFRS
ALBUQ N MEX

STATE OF ARIZONA)
) SS.
COUNTY OF APACHE)

On this 4 day of July, 1957, before me the undersigned Notary Public, personally appeared Paul Jones, 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:

April 1, 1961

L. Lawrence Huerta
Notary Public

STATE OF TEXAS)
) SS.
COUNTY OF EL PASO)

On this 13 day of June, 1957, before me the undersigned Notary Public, personally appeared H. F. Steen, 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.

My Commission expires:

H. B. IVFY
Notary Public for El Paso County, Texas
My Commission Expires June 1, 1958

M. B. Ivfy
Notary Public



The within lease is hereby approved.

Date:

JUL 10 1957

Approved
As To Form
and Execution
C. C. C. C.
Field Solicitor

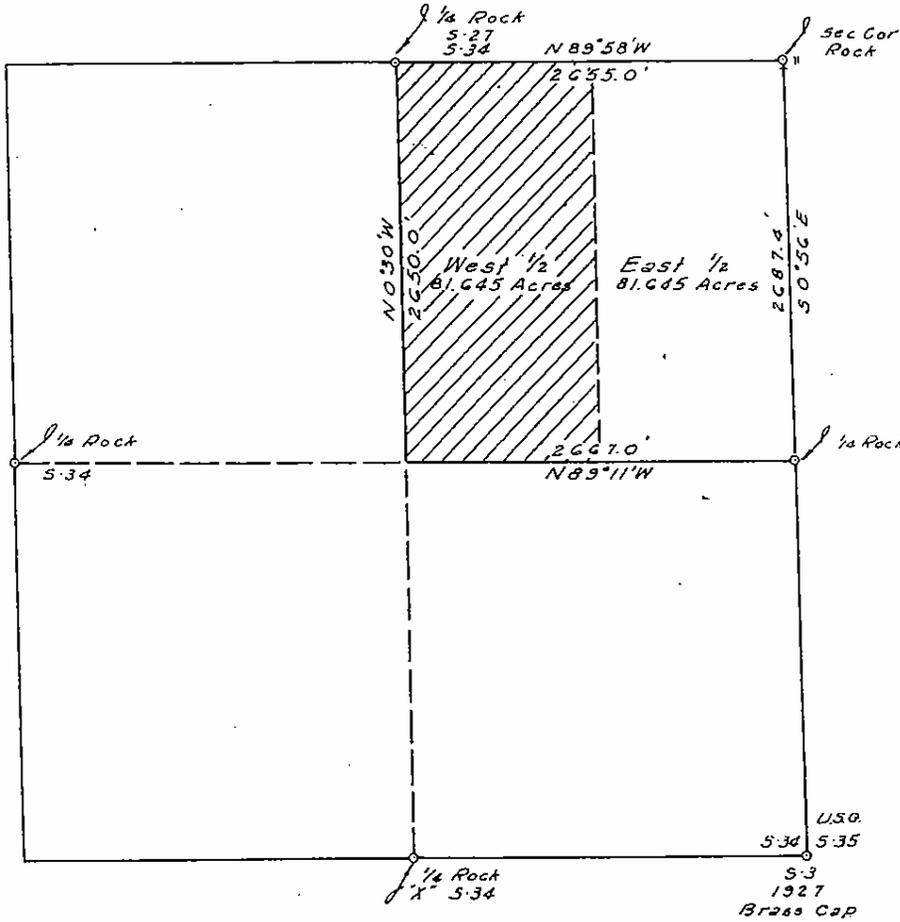
Gallup, New Mexico

Charles E. Moulton
Acting Area Director

790-030-07

NOV 14 PM 4:04
LAND TITLES & RECORDS
BUR INDIAN AFFRS
ALBUQ N MEX

RECEIVED



NE 1/4 S. 34
 T26N R30E
 G. & S. R. M. Arizona
 163.29 Acres

LAND TITLES & RECORDS
 BUR INDIAN AFFAIRS
 ALBUQUERQUE, N. MEX.

88 NOV 14 PM 4:04

RECEIVED

199-4-30

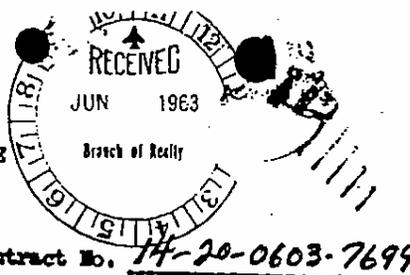
EL PASO NATURAL GAS COMPANY <small>EL PASO, TEXAS</small> Proposed Window Rock Plant Site S. 34 T26N R30E Apache Co., Arizona		
SCALE 1000' = 1"	DATE 3-8-56	No
DRAWN BY H.W.C.	CHECKED BY	

Received

NOV 07 1988

Project Review
Division of Resources

COMPRESSOR PLANT LEASE
Navajo Tribal Lands



This Indenture of Lease made and entered into in quintuplicate this 22nd day of May, 1963, 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 AND NO/100 DOLLARS (\$10,000.00), paid by Lessee, being full advance payment for the twenty-five (25) year term of this lease, 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 Navajo, State of Arizona, to wit:

A tract of land in the East Half (E $\frac{1}{2}$), Section 17, and West Half (W $\frac{1}{2}$), Section 16, Township 23 North, Range 19 East, T. & S.R.M., Navajo County, Arizona, more particularly described as follows:

Beginning at a point in the NE $\frac{1}{4}$ of said Section 16, which point bears North 17° 08' East distant 3022.6 feet from the southwest corner of said Section 16; thence South 68° 48' West a distance of 1320 feet; thence North 21° 12' West a distance of 1320 feet; thence North 68° 48' East a distance of 1320 feet; thence South 21° 12' East a distance of 1320 feet to the point of beginning and containing 40 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 plants, equipment and facilities for refining crude oil, for extracting liquid hydrocarbons from gas, for processing and compressing gas, for manufacturing motor fuel and other products, for storage tanks for storing crude oil, liquid hydrocarbons and refined and manufactured products, 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, pipe lines for transmission of water, oil and gas, pole lines for telephones, telegraph and electric power, water wells, 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 pipe

line system and related facilities. 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. RENTAL ADJUSTMENT. Notwithstanding the advance payment of all rentals for the term, it is agreed that representatives of Lessor and Lessee shall meet at five (5) year intervals during the sixty (60) days period preceding the anniversary of the effective lease date to determine whether or not the rental payments for the next five (5) years shall be adjusted by reason of change in the fair rental value of the leased premises. The purchasing value of the dollar as determined by the Commodity Index published by the United States Bureau of Labor Statistics shall be compared with the same index at the date of the last determination. 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. If the change is less than ten per cent (10%), then no change in rental shall be made. If the change is ten per cent (10%) or greater, then the rental for the next five (5) year period shall be adjusted by increasing or decreasing the basic rental (which for the first five year term is \$10.00 per acre per annum) by the percentage of increase or decrease in the Commodity Index. If the rental be increased, then an additional cash payment shall be made by Lessee to Lessor and if the rental be decreased, Lessor shall refund to Lessee the amount of the decrease.

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 rental in a lump sum in advance in an amount to be determined by the parties in the same manner as provided in Section 4. 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.

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 the 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 pipe lines located on the leased premises. Lessor's option to acquire such water well pumping equipment and pipe lines 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 pipe line 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 peacefully 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. 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 cost 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 from wells 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 pipe lines, 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 by Lessee of any facilities thereon and shall include this provision in any contract for construction of facilities by a contractor.

12. SPECIAL MANDATORY PROVISIONS.

(a) Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land during the term of this lease; however, such termination shall not serve to abrogate this lease. In the event of such termination, all powers, duties, or other functions of the Secretary of the Interior or his authorized representative shall terminate, and the responsibility for enforcing compliance with the covenants of this lease shall be assumed by the Lessor, his heirs, devisees, executors, administrators, or assigns.

(b) In the event of termination of Federal supervision, the Lessor and Lessee, or their successors in interest, shall have a period of 30 days from the anniversary date provided for in the lease for adjustment or to agree upon a commercial appraiser to determine the fair annual rental value. If no agreement can be reached at the end of 30 days, the Lessor and Lessee, or their successors, shall each appoint an appraiser and the two appraisers shall select a third appraiser. The three appraisers so selected shall constitute the appraisal board to reevaluate the fair annual rental.

(c) 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 Superintendent.

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, quarantines, restrictions, strikes, partial or total interruption of transportation, freight embargoes and failures, exhaustion or unavailability, or delays in delivery, of any materials, supplies, machinery or equipment.

14. INTEREST OF MEMBER OF CONGRESS. No member 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 *Raymond Nakai*
Chairman, Navajo Tribal Council

ATTEST:
A.C. Martel
Assistant Secretary

EL PASO NATURAL GAS COMPANY
By *A.H. Davis*
Vice President

APPROVED AS TO:
CONTRACTS: *LTD*
FORM: *LTD*

STATE OF ARIZONA }
COUNTY OF APACHE }

SS.

On this 5 day of June, 1963, 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
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:
January 6, 1967

Walter J. Wolff
Notary Public in and for Apache
County, State of Arizona

STATE OF TEXAS
COUNTY OF EL PASO

On this the 23rd day of May, 1963, before me Blanche S. Horne
the undersigned officer, personally appeared H. F. Klein 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.

My Commission expires:
June 1, 1963

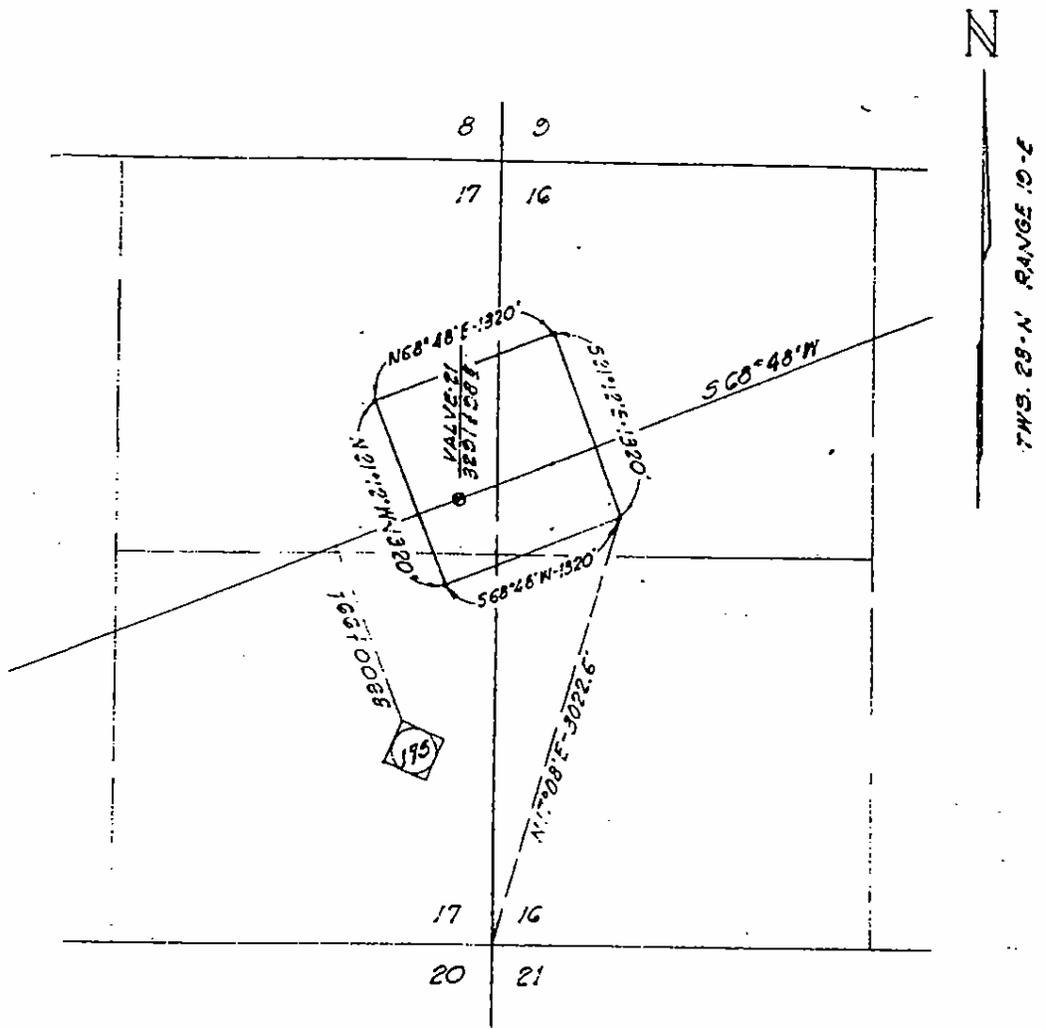
Blanche S. Horne
Notary Public in and for El Paso
County, State of Texas

BLANCHE S. HORNE
Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1963

The within Lease is hereby approved.

Eddie M. Cole
Area Director
Acting General Superintendent

JUL 26 1963
Date

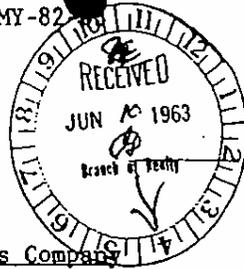


Rev. B, 5-18-63, Redrawn As Surveyed
 Rev. C 5-15-63 HR Relocated Site

EL PASO NATURAL GAS COMPANY
 DILKON COMPRESSOR STATION
 SECTION 16 & 17 TWS. 23-N
 RANGE 19-E
 NAVAJO COUNTY, ARIZONA

SCALE 1/4" = 1000'	DATE 5-18-63	NO. 4209.1-X-1
DRAWN BY P.C.H.	CHECKED BY	

FORM 7-208R (11-60)



RESOLUTION OF THE ADVISORY COMMITTEE
OF THE NAVAJO TRIBAL COUNCIL

Granting a Business Lease to the El Paso Natural Gas Company
for the Dilcon Compressor Station

WHEREAS:

1. The Advisory Committee has been delegated authority by Navajo Tribal Council Resolution CS-33-54 to grant on Tribal lands for business purposes, and
2. The El Paso Natural Gas Company has requested a lease of 40 acres of Tribal land in Navajo County, Arizona, near the settlement of Dilcon for the purposes of constructing a compressor station to operate a gas line facility, and
3. The construction of this compressor plant will provide additional employment opportunities for Navajo people in the operations of El Paso Natural Gas Company.

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 a lease with El Paso Natural Gas Company for the following described lands:

A tract of land in the east half (E/2), Section 17, and west half (W/2), Section 16, Township 23 North, Range 19 East, G. & S.R.M., Navajo County, Arizona, more particularly described as follows:

Beginning at a point in the NW/4 of said Section 16, which point bears North 17° 08' East distant 3022.6 feet from the southwest corner of said Section 16; thence South 68° 48' West a distance of 1320 feet; thence North 21° 12' West a distance of 1320 feet; thence North 68° 48' East a distance of 1320 feet; thence South 21° 12' East a distance of 1320 feet to the point of beginning and containing 40 acres, more or less.

on the following terms:

- (A) The lease shall be for a term of twenty-five years with an option to renew for one additional term of not to exceed twenty-five more years.
- (B) The rental for this lease shall be \$10 per acre per year.
- (C) Such other terms and conditions as the Chairman of the Navajo Tribal Council shall deem to be in the best interest of the Navajo Tribe of Indians.

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 9 in favor and 0 opposed this 31st day of May, 1963.

Nelson Damon

Vice Chairman
Navajo Tribal Council

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 H. F. Steen and
A. C. Martch were on the 22nd day
of May, 19 63, the duly elected, qualified, and acting/vice assistant
respectively, of El Paso Natural Gas Company

a corporation organized under the laws of Delaware on which day they
executed * 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 Arizona; that they were fully empowered to execute said
instrument and all papers in connection therewith, and that their action in executing the same binds the
said corporation to full performance of all obligations thereunder.

[CORPORATE SEAL]

Wayne S. Gaylor
Assistant Secretary

(Title)

This 23rd day of May, 19 63

Subscribed and sworn to before me this 23rd day of May, 19 63

(Signed)

Madeline St. Munoz

[SEAL]

Notary Public in and for El Paso County, Texas

MADELINE W. MUNOZ

Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1968

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

R/W 63143

Printed by El Paso Natural Gas Company

V. G. COPE
1963
V. G. Cope

AMENDMENT NO. 1 to
CONTRACT NO. 14-20-0603-7699
COMPRESSOR PLANT LEASE
Navajo Tribal Lands

WHEREAS, a certain Lease Agreement dated May 22, 1963 (Contract No. 14-20-0603-7699) 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 that certain tract of land lying and being within the Navajo Indian Reservation, County of Navajo, State of Arizona, containing a total of 40.0 acres, more or less, for a term of twenty-five (25) 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 a water well site and to provide for payment of an additional amount of Fifty-Seven and 50/100 Dollars (\$57.50) 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 abovementioned Compressor Plant Lease by increasing the amount of consideration for said lease by Fifty-Seven and 50/100 Dollars (\$57.50) to be paid in cash concurrently with the approval of this Amendment, and by adding to the said 40.0 acre site the following described tract of land lying and being within the Navajo Indian Reservation, Navajo County, Arizona, to wit:

A tract of land in the Southeast Quarter (SE $\frac{1}{4}$), Section 20, Township 23 North, Range 19 East, G&SRBM, more particularly described as follows:

Beginning at the northwest corner of said tract of land, said point bears South 3°32' East a distance of 4,194.0 feet from the northeast corner of Section 20; thence North 69°37' East a distance of 100 feet; thence South 20°23' East a distance of 100 feet; thence South 69°37' West a distance of 100 feet; thence North 20°23' West a distance of 100 feet to the point of beginning and containing 0.230 acres, more or less.

Except as hereby amended, the Compressor Plant Lease, Contract No. 14-20-0603-7699, dated May 22, 1963 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 appointed Attorney in Fact of El Paso Natural Gas Company.

NAVAJO TRIBE OF INDIANS

By [Signature] RAYMOND NAKAI
Chairman, Navajo Tribal Council
Lessor

EL PASO NATURAL GAS COMPANY

By [Signature]
Attorney in Fact
Lessee

STATE OF ARIZONA

COUNTY OF APACHE

On the 8th day of January, 1964, personally appeared before me RAYMOND NAKAI, who being by me duly sworn did say that he is the Chairman of the NAVAJO TRIBAL COUNCIL of the NAVAJO TRIBE OF INDIANS, and that said instrument was signed in behalf of said Navajo Tribe of Indians by authority of Resolution No. CS-33-54 of the Navajo Tribal Council, and said RAYMOND NAKAI acknowledged to me that said Navajo Tribe of Indians executed the same.

Given under my hand and seal this 8th day of January, 1964.

My commission expires:

[Signature]
Notary Public, WALTER F. WOLF, JR.
Residing at: _____
Notary Public, State of Arizona
My Commission Expires 7.6.1967

STATE OF TEXAS

COUNTY OF EL PASO

On this the 27th day of November, 1963, before me [Signature] the undersigned officer, personally appeared WM. F. HOWARD, known to me to be the person whose name is subscribed as Attorney in Fact for El Paso Natural Gas Company and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

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

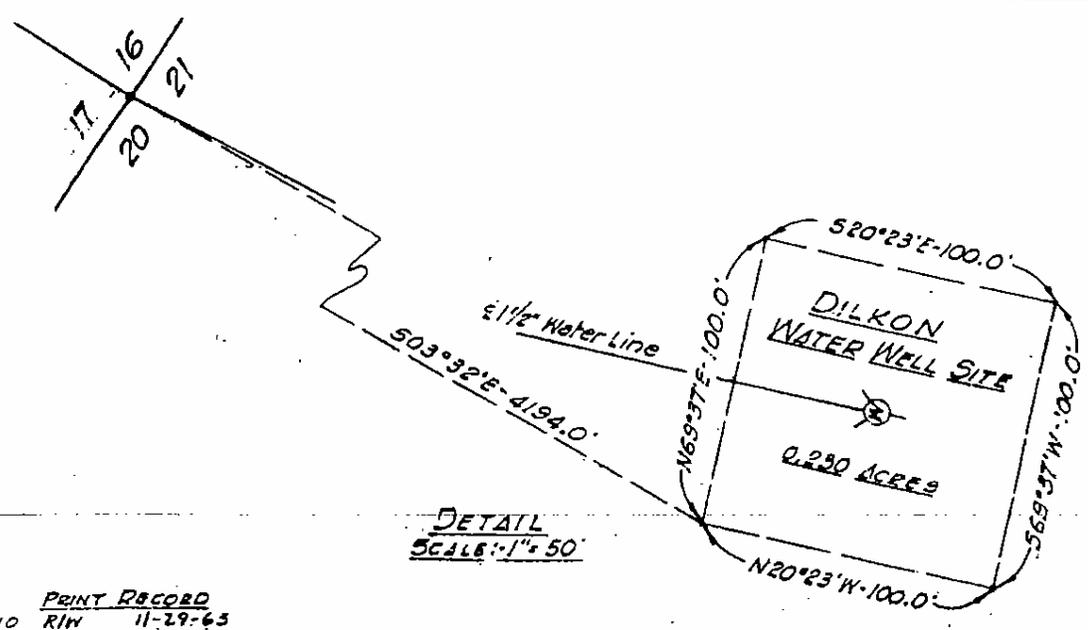
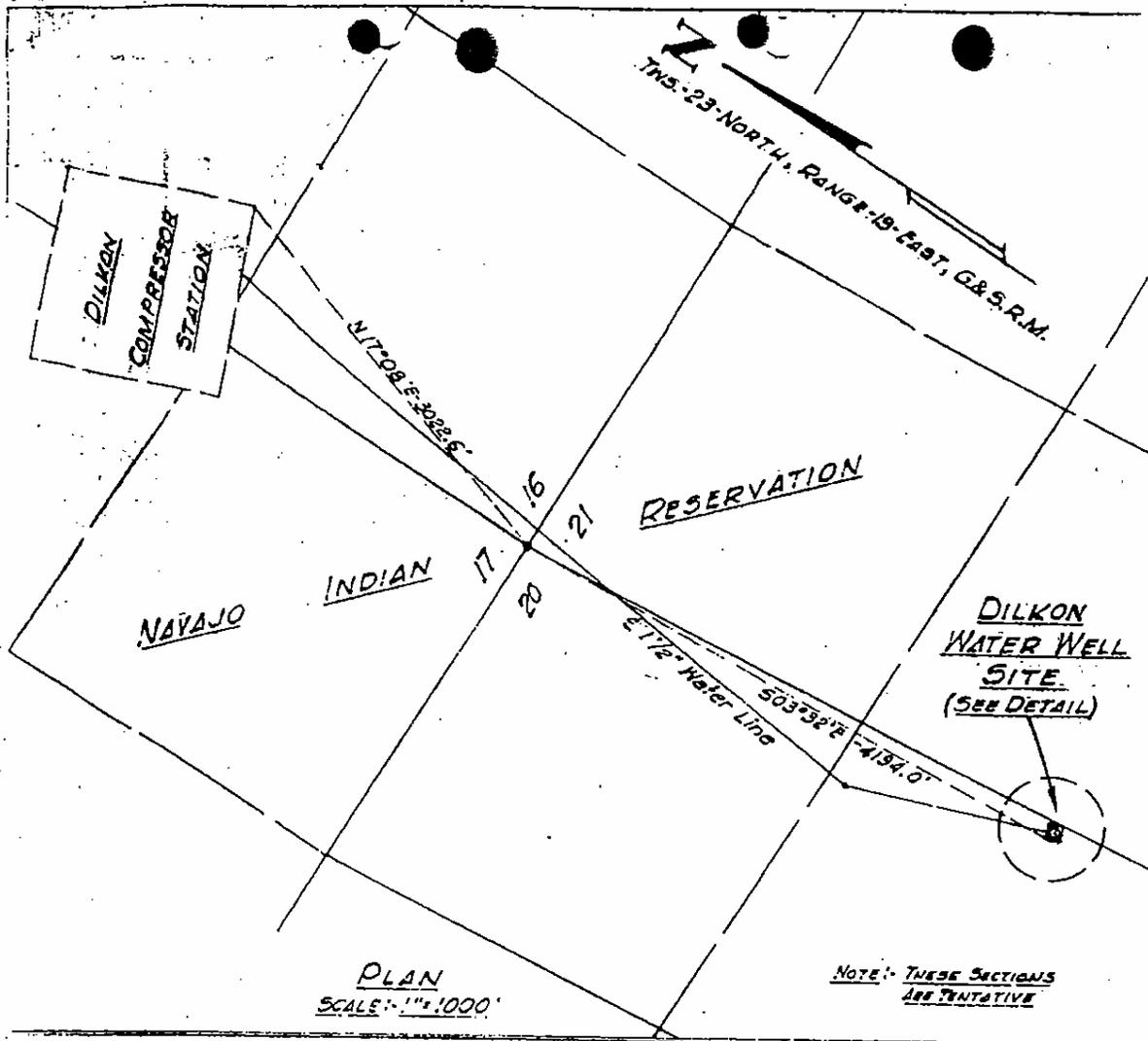
My commission expires:
June 1, 1965

[Signature]
Notary Public in and for
County, State of _____
Notary Public, State of Texas
My Commission Expires June 1, 1965

The within amendment is hereby approved:

[Signature]
Area Director, Gallup, New Mexico
General Superintendent
ACTING NAVAJO AGENCY
KENDOR HOCK, ARIZONA

JAN 14, 64
Date



PRINT RECORD
10 R/W 11-29-63

EL PASO NATURAL GAS COMPANY EL PASO, TEXAS		
SITE FOR DILKON WATER WELL NAVAJO INDIAN RESERVATION SEC. 20, T19S-23-NORTH, RANGE-19-EAST, G&SRM NAVAJO COUNTY, ARIZONA		
SCALE: SHOWN	DATE: NOV. 27, 1963	NO. 4209.7-X-4
DRAWN BY: H.H.R.	CHECKED BY: J.D.	

App. 288

RESOLUTION OF THE ADVISORY COMMITTEE
OF THE NAVAJO TRIBAL COUNCIL

Authorizing Amendment to El Paso Natural Gas Company
Dilkon Plant Site Lease

WHEREAS:

1. The El Paso Natural Gas Company is constructing a compressor station on a plant site near Dilkon, Arizona, under Lease 14-20-0603-7699, and
2. It is necessary to amend said lease to include a water well source to provide water for said plant, and any water in excess of the requirements of El Paso shall be made available to the Navajo residents of the area.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Chairman, Navajo Tribal Council, is hereby authorized to enter into an amendment to Lease 14-20-0603-7699 to provide that the following described Navajo Tribal lands be added to such lease at a rental of \$10.00 per acre per year:

"A tract of land in the Southeast Quarter (SE 1/4) Section 20, Township 23 North, Range 19 East, G&SRBM, more particularly described as follows:

Beginning at the northwest corner of said tract of land, said point bears South 3°32' East a distance of 4,194.0 feet from the northeast corner of Section 20;

Thence North 69°37' East a distance of 100 feet;

Thence South 20°23' East a distance of 100 feet;

Thence South 69°37' East a distance of 100 feet;

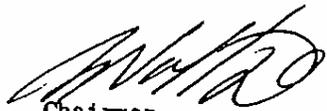
Thence North 20°23' West a distance of 100 feet to the point of beginning and containing 0.230 acres, more or less."

2. The plant site lease is in all other respects ratified and confirmed.

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 9 in favor and 0 opposed this 7th day of January, 1964.



Chairman
Navajo Tribal Council

AMENDMENT NO. 2 to
CONTRACT NO. 14-20-0603-7699
COMPRESSOR PLANT LEASE
Navajo Tribal Lands

WHEREAS, a certain Lease Agreement dated May 22, 1963 (Contract No. 14-20-0603-7699) and Amendment No. 1 approved January 8, 1964, 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 that certain tract of land lying and being within the Navajo Indian Reservation, County of Navajo, State of Arizona, containing a total of 40.230 acres, more or less, for a term of twenty-five (25) 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 No. 1 to include the tract of land hereinafter described to be used for an air strip and tie down pad and to provide for payment of an additional amount of Three Thousand Three Hundred Fourteen and 30/100 Dollars (\$3,314.30) 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 further amend the above mentioned Compressor Plant Lease by increasing the amount of consideration for said lease by Three Thousand Three Hundred Fourteen and 30/100 Dollars (\$3,314.30) to be paid in cash concurrently with the approval of this Amendment, and by adding to the said 40.230 acre site the following described tract of land lying and being within the Navajo Indian Reservation, Navajo County, Arizona, to wit:

A tract of land in the North Half ($N\frac{1}{2}$), Section 16; Southeast Quarter ($SE\frac{1}{4}$); Section 9 and Southwest Quarter ($SW\frac{1}{4}$) and North Half ($N\frac{1}{2}$), Section 10, Township 23 North, Range 19 East, G & SRBM, more particularly described as follows:

Beginning at a point located in said Section 16, which point bears South $70^{\circ}26'$ West, a distance of 2226.8 feet from the northeast corner of said Section 16; thence North $32^{\circ}43'$ West, a distance of 112.5 feet; thence North $57^{\circ}17'$ East, a distance of 50 feet; thence South $32^{\circ}43'$ East, a distance of 50 feet; thence North $57^{\circ}17'$ East, a distance of 4950 feet; thence South $32^{\circ}43'$ East, a distance of 125 feet; thence South $57^{\circ}17'$ West, a distance of 5000 feet; thence North $32^{\circ}43'$ West, a distance of 62.5 feet to the point of beginning, containing 14.41 acres, more or less.

Except as hereby amended, the Compressor Plant Lease, Contract No. 14-20-0603-7699, dated May 22, 1963, and Amendment No. 1 approved January 8, 1964, remains 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. 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 [Signature]
Chairman, Navajo Tribal Council
Lessor

ATTEST:

EL PASO NATURAL GAS COMPANY

[Signature]
Asst. Secretary

By [Signature]
President

STATE OF Arizona
COUNTY OF Apache

On the 8 day of March, 1966, personally appeared before me Raymond Nakai, who being by me duly sworn did say that he is the Chairman of the NAVAJO TRIBAL COUNCIL of the NAVAJO TRIBE OF INDIANS, and that said instrument was signed in behalf of said Navajo Tribe of Indians by authority of Resolution No. CS-33-54 of the Navajo Tribal Council, and said Raymond Nakai acknowledged to me that said Navajo Tribe of Indians executed the same.

Given under my hand and seal this 8 day of March, 1966

My Commission expires:
March 14, 1969

[Signature]
Notary Public,
Residing at:

STATE OF TEXAS
COUNTY OF EL PASO

On this the 22 day of March, 1965, before me Dee Day, the undersigned officer, personally appeared N. Z. Owen, 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

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

DEE DAY
Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1965

The within amendment is hereby approved:

[Signature]
General Superintendent
AREA DIRECTOR

MAR 22
Date

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 H. F. STERN and
John B. Megahan ~~XXXXXXXXXX~~ were on the 19th day
of March, 1965, the duly elected, qualified, and acting president, and ^{Assistant} secretary,
respectively, of El Paso Natural Gas Company

a corporation organized under the laws of Delaware on which day they
executed ^{*} Amendment No. 2, 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 Arizona; that they were fully empowered to execute said
instrument and all papers in connection therewith, and that their action in executing the same binds the
said corporation to full performance of all obligations thereunder.

A.C. Martel

[CORPORATE SEAL]

Assistant Secretary
(Title)

This 19th day of March, 1965

Subscribed and sworn to before me this 19th day of March, 1965

(Signed)

Virginia O. Jameson

[SEAL]

VIRGINIA O. JAMESON

Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1966

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

Printed by El Paso Natural Gas Company

R/W 65141

Amend #2

RESOLUTION OF THE ADVISORY COMMITTEE
OF THE NAVAJO TRIBAL COUNCIL

Authorizing Amendment to El Paso Natural Gas Company Dilkon
Compressor Station Lease (Contract No. 14-20-0603-7699) for
the Dilkon Compressor Station Airstrip

WHEREAS:

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

2. By authority of Advisory Committee Resolution ACMY-82-63, the El Paso Natural Gas Company was granted a lease for the Dilkon Compressor Station in Navajo County, Arizona, and by Advisory Committee Resolution ACJA-2-64, an amendment was made to the Compressor Station Lease to include a water well site.

3. The El Paso Natural Gas Company has requested another amendment to the Dilkon Compressor Station Lease to include an airstrip to be used in conjunction with the plant operation and for the general public.

4. The local authorized grazing permittee has given his consent in permitting the El Paso Natural Gas Company to construct an airstrip on his use area.

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. 14-20-0603-7699), dated May 22, 1963, to add the following described tract of Navajo Tribal land, containing 14.41 acres, more or less, to the Dilkon Compressor Station and water site lease:

A tract of land in the north half (N $\frac{1}{2}$), Section 16; southeast quarter (SE $\frac{1}{4}$), Section 9 and southwest quarter (SW $\frac{1}{4}$) and north half (N $\frac{1}{2}$), Section 10, Township 23 North, Range 19 East, G&SRM, more particularly described as follows:

Beginning at a point located in said Section 16, which point bears S 70° 26' West, a distance of 2,226.8 feet from the northeast corner of said Section 16;

RECEIVED

MAR 9 '66

AREA OFF
REAL PROPL

RECEIVED

FEB 21 1966

THE NAVAJO TRIBE
L. I. D.

Thence N 32° 43' West, a distance of 112.5 feet;
Thence N 57° 17' East, a distance of 50.00 feet;
Thence S 32° 43' East, a distance of 50.00 feet;
Thence N 57° 17' East, a distance of 4,950.00 feet;
Thence S 32° 43' East, a distance of 125.0 feet;
Thence S 57° 17' West, a distance of 5,000.0 feet;
Thence N 32° 43' West, a distance of 62.5 feet to
the point of beginning.

Containing 14.41 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

AMENDMENT NO. 3 TO
CONTRACT NO. 14-20-0603-7699
COMPRESSOR PLANT LEASE
NAVAJO TRIBAL LANDS

Whereas, a certain Lease Agreement dated May 22, 1963, (Contract No. 14-20-0603-7699) and Amendments No. 1 and No. 2 approved January 8, 1964, and March 8, 1966, respectively, were entered into by and between the Navajo Tribe of Indians, acting by and through the Chairman of the Navajo 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 that certain tract of land lying and being within the Navajo Indian Reservation, County of Navajo, State of Arizona, containing a total 54.640 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 an additional water well site and to provide for payment of an additional amount of Ninety-three and 25/100 Dollars (\$93.25) 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 Ninety-three and 25/100 Dollars (\$93.25) to be paid in cash concurrently with the approval of this Amendment, and by adding to the said 54.640 acre site the following described tract of land lying and being within the Navajo Indian Reservation, Navajo County, Arizona to wit:

A tract of land in the Southeast Quarter (SE $\frac{1}{4}$), Section 20, Township 23 North, Range 19 East, G. & S.R.M., more particularly described as follows:

Beginning at the north ~~corner~~ corner of said tract of land, said point bears South 4°40' East a distance of 4115.0 feet from the northeast corner of Section 20; thence South 20°23' East a distance of 50.0 feet; thence South 69°37' West a distance of 100.0 feet; thence South 20°23' East a distance of 100.0 feet; thence South 69°37' West a distance of 75.0 feet; thence North 20°23' West a distance of 150.0 feet; thence North 69°37' East a distance of 175.0 feet to the point of beginning and containing 0.373 acres, more or less.

Except as hereby amended, the Compressor Plant Lease, Contract No. 14-20-0603-7699, dated May 22, 1963, 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 appointed Attorney-in-Fact of El Paso Natural Gas Company.

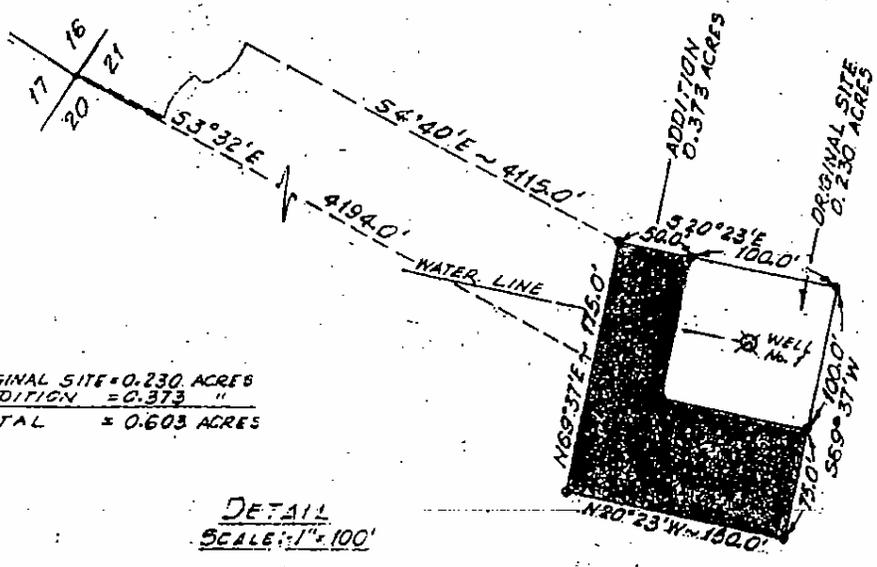
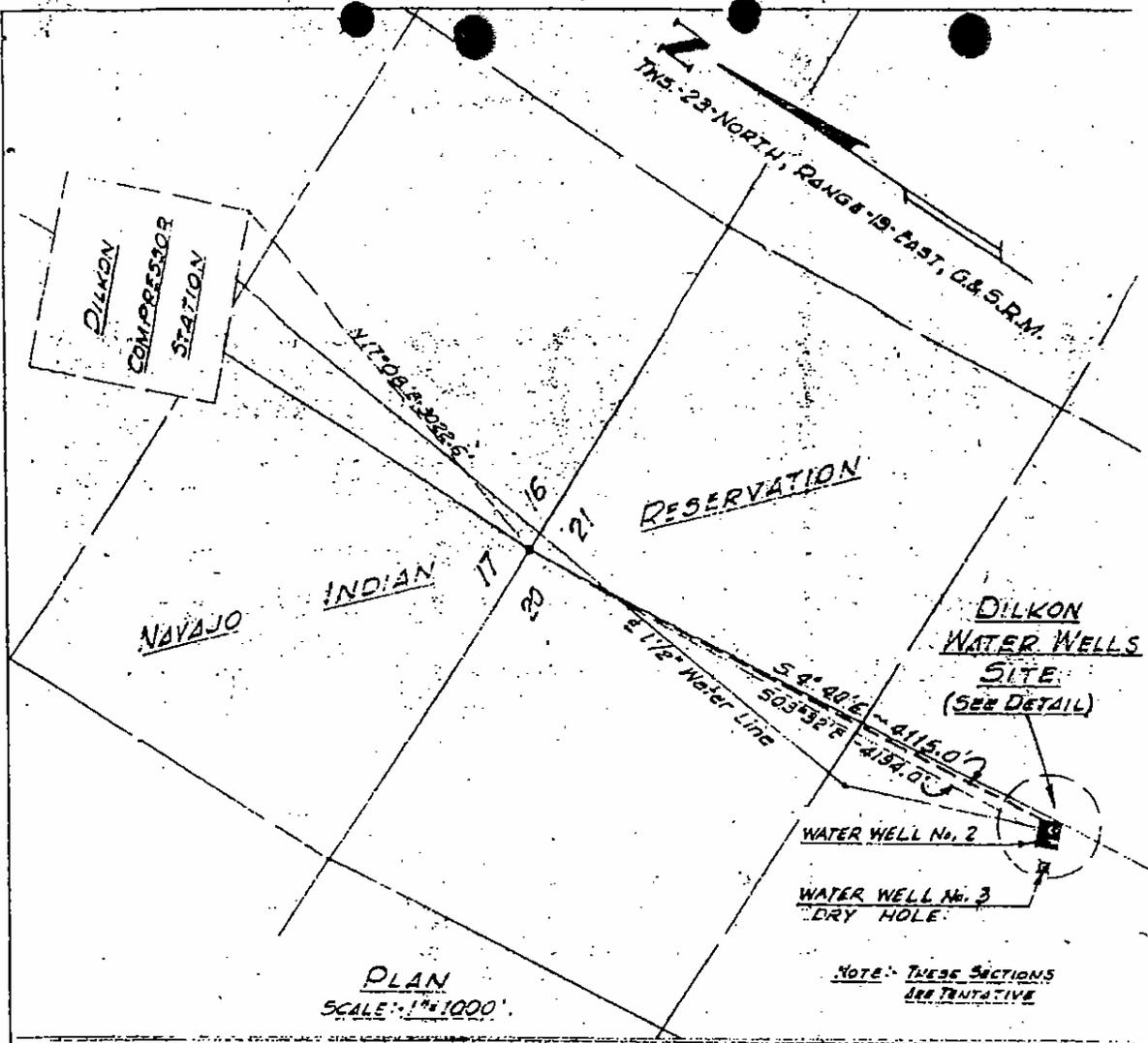
NAVAJO TRIBE OF INDIANS

By [Signature]
Vice Chairman, Navajo Tribal Council
Lessor

EL PASO NATURAL GAS COMPANY

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





PRINT RECORD
REV. 11-27-63
REV. 9-19-66

REV. B ~ 10-24-66 SITE ADDITION
REV. A ~ 9-19-66 WATER WELLS No. 2 & No. 3 ADDED

EL PASO NATURAL GAS COMPANY
EL PASO, TEXAS
SITS FOR DILKON WATER WELLS
NAVAJO INDIAN RESERVATION
Sec. 20, T19S-23-NORTH, RANGE-19-EAST, G8SRM,
NAVAJO COUNTY, ARIZONA

App. 298

SCALE: SHOWN	DATE: Nov. 27, 1963	NO. 4209.7-X-4 (B)
DRAWN BY: H.H.R.	CHECKED BY: J.S.	

COMPRESSOR PLANT LEASE
Navajo Tribal Lands

This Indenture of Lease made and entered into in quintuplicate this 14th day of December, 1965, 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), as rental for the full term of this lease, which rental 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 San Juan, State of New Mexico, to wit:

Plant site described as follows:

Beginning at a point located on unsurveyed lands in Tentative Section 15, Township 23 North, Range 14 West, N.M.P.M., San Juan County, New Mexico, which point bears North 75° 24' West, distant 11,483.7 feet from the southwest corner of Section 18, Township 23 North, Range 13 West, N.M.P.M.; thence North, a distance of 1980.0 feet; thence West, a distance of 1320.0 feet; thence South, a distance of 1980.0 feet; thence East, a distance of 1320.0 feet to the point of beginning, containing 60.0 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

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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. 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 8 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 5 above.

10. 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.

11. 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.

12. 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.

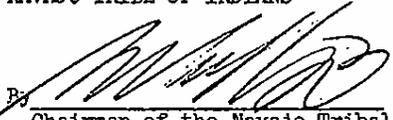
13. INTEREST OF MEMBER OF CONGRESS. No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. This provision shall not be construed to extend to this lease if made with a corporation or company for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

14. 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 6 above.

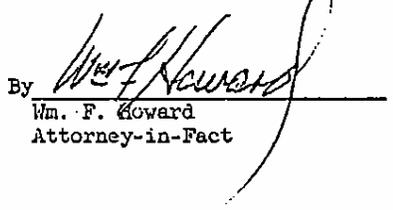
15. REGULATIONS. The Lessee shall abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to business leases.

This lease is executed by the Chairman of the Navajo Tribal Council pursuant to the Resolution No. ACF-15-66 of the Navajo Tribal Council adopted on February 9, 1966, and is executed by a duly authorized officer of El Paso Natural Gas Company.

NAVAJO TRIBE OF INDIANS

By 
Chairman of the Navajo Tribal
Council

EL PASO NATURAL GAS COMPANY

By 
Wm. F. Howard
Attorney-in-Fact

With the understanding that the Secretary of the Interior may be expected to accept any reasonable decisions reached by an Arbitration Board as provided in Article 8 herein, but that he cannot be legally bound by any decision which might be in conflict with the interests of the Navajo Tribe of Indians or the United States Government, the foregoing lease is APPROVED under authority of Bureau Order 551, Amendment 88, Section 12.

Date: JUN 9 1966

B. E. Kilgore
Area Director, Navajo Area
Acting Window Rock, Arizona

ACCEPTED:

NAVAJO TRIBE OF INDIANS

Date: JUN - 7 1966

By *[Signature]*
Chairman, of the Navajo Tribal Council

ACCEPTED:

EL PASO NATURAL GAS COMPANY

Date: JUN 27 1966

By *W. F. Howard*
WM. F. HOWARD
Title ATTORNEY-IN-FACT

APPROVED FOR EPNG

AS TO FORM *[Signature]*

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 March 8, 1966, personally appeared Raymond Nabai, 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, March 8, 1966.

My Commission expires:

March 14, 1969

LaVern R. Santos
Notary Public

STATE OF TEXAS }
COUNTY OF EL PASO } SS

The foregoing instrument was acknowledged before me this 14th day of March, 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

Dee Day
Notary Public in and for El Paso County, State of Texas
DEE DAY
Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1967

The within lease is hereby approved.

Date:

Window Rock, Arizona

General Superintendent